

COLLECTIVE BARGAINING
AGREEMENT

and

SUPPLEMENTS

between

Exelon Generation Company

and

LOCAL UNION 1289
(Clerical & Operating)

of the

International Brotherhood of
Electrical Workers

February 1, 2015 – January 31, 2021

Contract Revisions Effective
February 1, 2015 are
shown in **bold face type**



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PREAMBLE

AGREEMENT, made and entered into this, **December 17, 2014** by and between Exelon Generation Company, its successors or assigns, hereinafter referred to as the "Company", and Local Union 1289 of the International Brotherhood of Electrical Workers, herein after referred to as the "Union". This agreement shall bind the successors of the Company by merger or consolidation as to the provisions covered by this agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit employees within the Company's Oyster Creek Generating Station, it is agreed that: An absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this agreement.

WITNESSETH:

ARTICLE I
REPRESENTATION AND RECOGNITION

1.1. The Union, having proved to the satisfaction of the Company that it represents a majority of the regular employees of the Company in the bargaining unit set forth below, is hereby recognized by the Company, except as provided below, as the sole and exclusive bargaining representative of such employees. The bargaining unit covered by this agreement is:

(a) Except as provided elsewhere in this agreement, all regular, full and part-time employees falling within the classifications listed in the Wage Rate Schedule attached, as certified as an appropriate bargaining unit by the National Labor Relations Board or recognized by the Company.

(b) Accordingly, the Company agrees to meet and treat with the Union on all matters concerning hours of labor, rates of pay, working conditions, grievances, and other conditions of employment for the employees referred to above.

(c) The Company and the Union agree that the application of the various provisions of this agreement shall in no way serve to discriminate

against any individual with respect to his compensation, terms, conditions, or privileges of employment, or otherwise affect his status as an employee because of such individual's race, color, creed, ancestry, religion, national origin, sex, age, place of birth, marital status, or liability for service in the armed forces of the United States.

(d) Any reference in this agreement to the masculine gender shall also be deemed to include the feminine gender.

1.2. For the purpose of this agreement, executives, administrators, professional or sales persons as defined by the Department of Labor, Wage and Hour Division, cadets, as defined below, all supervisory employees and non-regular part-time employees shall be excluded from the terms of this agreement.

1.3. It is understood and agreed that cadets employed by the Company at its discretion, not to exceed in number two (2) percent of the employees covered hereby, for the purpose of training and instruction in technical and allied lines of work, may be assigned to duty for the purpose of instruction within the classifications covered hereby, provided, however, that such assignments shall not displace or replace any employee covered (nor affect any right or benefit guaranteed to such employee) by the

terms of this agreement. In this connection, the Company will give preferred consideration to any employee covered hereby, who is qualified for cadet training, when selecting individuals for assignment to such training. The Company will notify the Local Union President when a cadet is hired.

1.4. For the purposes of this agreement, a seasonal employee is defined as one who is employed, for limited periods, in order to assist in meeting requirements imposed by seasonal demands. For the purposes of this agreement, a temporary employee is defined as one who is employed for a definite, specific and limited period not known to be of extended length, for special jobs, expected to be non-recurring, or for jobs which do not offer immediate prospect of regular employment. Seasonal or temporary employment shall, in no case, exceed five (5) consecutive months, without mutual consent.

ARTICLE II

UNION RIGHTS - MANAGEMENT RIGHTS

2.1. (a) The parties hereto agree to cooperate with one another, to the end that the employees shall be offered as pleasant and gainful employment as circumstances permit and to the further end that the lawful interest of the Company shall be fully protected at all times. In consideration hereof, it is

agreed that all present employees of the Company, (including temporary and seasonal employees) except those heretofore mutually agreed upon as exempt from this requirement, covered by this agreement, shall affiliate with and maintain membership in the Union as a condition of employment; failing wherein, after due and timely notice to the Company by the Local Union involved they shall be discharged. It is still further agreed that all persons newly employed in the future in the classifications covered by this agreement, after thirty (30) days continuous service with the Company, must apply for membership in the Union as a condition of further employment. Such employees shall be recognized as members of the Union in all respects except those that relate to seniority, until they become regular employees. Employees transferred into the classifications covered by this agreement shall make application for and maintain membership in the Union thirty (30) days after transfer. A copy of this agreement shall be furnished by the Company to all new employees hired or assigned within the classifications covered hereby, and their attention shall be directed to the Union membership requirement set forth herein.

(b) The Company and its agents will not discriminate in any manner whatsoever against any member of the Union because of his membership

and activity in the Union; nor will the Union authorize or approve unlawful coercion of employees in order to cause them to become members of the Union. An employee shall not engage in Union activity on Company property during his/her working time, except in connection with contract negotiations and adjustments of grievances.

2.2. The Company will, for the term hereof, deduct and remit to the Financial Secretary of Local Union 1289, party hereto, the regular, customary and uniform monthly dues and fees, required of its members by the Union, of those members of the Local Union as shall, upon thirty (30) days prior written notice to the Company, voluntarily authorize the Company to do so. Such written authorizations must be in lawful, mutually acceptable form, and shall be certified as accurate and voluntary by, and shall be forwarded to the Company through, the Financial Secretary of the Local Union. In this connection, it is agreed that the Financial Secretary of the Local Union will notify the Company, in writing and in duplicate, not later than ten (10) days prior to the close of the final pay period of each month, of the monthly dues and fees to be deducted from the wages of employees who, pursuant to this section, have filed the required dues authorization deduction order with the Company.

2.3. The management of the Company, the direction of the working forces, the right to plan and execute operations, the right to hire, the right to determine the qualifications of applicants for employment, as well as the number and class of employees it shall hire, the right to determine the number and class of employees it shall retain in employment at all times, shall vest solely and exclusively with the Company. The right to assign, reassign, transfer, promote, demote, layoff and release employees for just cause and the right to impose reasonable discipline for violation of rules or regulations, or for other misconduct, or for other proper cause, shall vest solely and exclusively with the Company, subject, however, to the terms of this or any other mutual agreement or understanding, and the right of any employee adversely affected to appeal through the grievance procedure.

2.4. The reasonable use of Company bulletin boards shall be permitted for Union activities or business.

ARTICLE III SENIORITY, EMPLOYMENT, PROMOTIONS, DEMOTIONS, LAYOFFS AND DISCHARGES

3.1. Except as otherwise provided, when selecting any employee for assignment to any

classification covered hereby, the Company will give consideration to seniority, fitness, ability and efficiency. Where fitness, ability and efficiency are sufficient, as defined in Section 3.5 below, seniority shall govern.

3.2. (a) All layoffs, or demotions occasioned because of falling off or curtailment of work, shall be discussed with the Union two (2) weeks in advance of the layoff and shall be made in order of seniority. No senior employee shall be laid off as long as any work which he can reasonably be expected to do is being performed by an employee junior in point of service, except that an employee who would be required to displace an employee junior in point of service in either (a) a lower-paying job or (b) any job in an area other than that in which he is presently working shall, if he so requests, be granted a voluntary layoff. Any employee who is granted a voluntary layoff shall not be entitled to any benefits under Article VI, Section 6.6. Employees hired after October 1, 1997 will not qualify for these benefits until their fifth anniversary.

Should a layoff, demotion, displacement or similar action occur, the meaning and intent of the language in Article III is to be interpreted in a manner that an employee may bump up, down or laterally provided they are the senior qualified

employee and will require minimal training to perform the job. An employee wishing to bump must be qualified for the new position at the time of bumping to be eligible for the new position.

(b) In the event of a reduction, elimination or reassignment of work, the Company will attempt to offer to any displaced employee a job (open, posted or occupied by a junior employee) that may be available anywhere within the bargaining unit which the employee is qualified to perform or for which he can meet all reasonable requirements within ninety (90) days. Employees who accept such a job offer will be eligible for the rate retention described below; those refusing such an offer will not be entitled to rate retention.

(c) Employees who are permanently displaced to a lower rated job through no fault of their own and to whom no job offer is made available, will be eligible for the rate retention benefit set forth below.

Rate Retention: Employees eligible for rate retention will receive the then existing rate of the job from which they were displaced, plus any applicable general wage increases, as follows:

Service Level	Duration of Rate Protection
Less than ten (10) years	1 year
10 years or more of service but less than 20 years of service	2 years
20 years or more of service	No rate reduction

(d) For the term of this Agreement and notwithstanding the provisions of Article VI, Section 6.6 to the contrary, prior to reducing the number of excess employees in a classification, the Company will first offer an equivalent number of employees in the classification in order of seniority the Voluntary Severance Plan (VSP) set forth below:

Plant Closing/Voluntary Severance Plan

In exchange for an unconditional release of liability from the employee, the Company will provide:

1. Severance pay of **two and one-half (2.5)** weeks of pay at the employee's straight time rate for each year of service up to a maximum of fifty-two (52) weeks
2. Payment of the Company's share of the medical premiums for two (2) years;
3. **Retiree Medical eligibility for those age 50 with 10 years of service;**

4. Retraining / educational assistance reimbursement up to a maximum of five-thousand (\$5,000.00) dollars;
5. Financial advice and outplacement support.
6. The Company will not contest employee claims for unemployment compensation.

If all employees in the classification are offered the VSP and an insufficient number elect the VSP, then the most junior excess employees remaining will **be afforded an opportunity to bid for or** be offered a job in accordance **with the Plant Closing – Continued Employment Agreement. If a job is bid and refused or offered and refused, then the employee has the choice of 1) Bumping; 2) the VSP; or 3) layoff with recall rights in accordance with the CBA.**

(e) If a department section or operation is permanently moved, for any reason, to a new location which is fifteen (15) miles or more from its present site, employees involved in such moves shall be entitled to the same consideration as provided for laid-off employees under 3.2 above.

3.3. Employees who have been laid off shall be reinstated to employment as need for their services arises, in the reverse order of their layoff.

3.4. Seniority is defined as length of continuous service with the Company (Exelon Generation , AmerGen and GPU combined). Leaves of absence and layoffs of less than eighteen (18) months shall not interrupt seniority unless the employee concerned shall without just and lawful cause, after five (5) days advance notice of reassignment to the job which he held prior to layoff, sent to the employee and the Union, fail to notify the Company of acceptance of his assignment, or after fourteen (14) calendar days advance notice of reassignment, fail to report as directed. Refusal of any laid-off employee to accept any job but the one from which he was laid off, shall not terminate his seniority within the aforementioned eighteen (18) months.

3.5. (a) Efficiency on the job is defined as (1) doing the work involved in the manner in which the Company expects and directs it to be done, as safely and economically as it can be done in the circumstances existing at the time; (2) cooperating with the supervisors in doing the work; (3) observing all lawful rules and regulations of the Company; (4) promptness and regularity in reporting for work; and (5) protecting the property and lawful interests of the Company.

(b) The fitness and ability of an employee to perform work in a grade other than his regular grade, shall be deemed to be sufficient by (1) his

meeting the minimum qualifications for the job as set forth by the appropriate job description; (2) his mental and physical fitness to perform all the duties of the job involved, and (3) his ability to perform upon assignment, the duties of the job involved under reasonable supervision and progressively to demonstrate during his qualifying period, capacity to perform all the requirements of the job under normal supervision.

(c) Employees covered by this agreement, who are not able to meet the Company's standards of performance after they have been properly instructed and trained in their jobs, shall be returned to their former jobs, or equivalent, and those who violate rules or disobey instructions, may be disciplined as circumstances require.

(d) In order to provide for a flexible workforce, Bargaining Unit Employees may be assigned by the Company to perform any Bargaining Unit work they are capable and qualified to perform regardless of classification as long as the work may be safely and properly performed.

3.6. Within thirty (30) days after this agreement is ratified and annually thereafter, seniority lists of all employees covered by this agreement shall be furnished to the Union.

3.7. An employee assigned for a temporary period to a lower classification shall receive his regular rate of pay during the period of that assignment. If the assignment is to be permanent, the employee and the Union shall be notified and the employee shall receive the final rate of the new classification thirty (30) days after the date of notification, unless a longer period is mutually agreed upon.

3.8. (a) Except as otherwise provided, when the Company proceeds to fill any vacancy, or any newly-created job within the classifications covered hereby, the Company will notify the President of the Local Union and promptly post the job for bid on all appropriate bulletin boards. All notices shall contain all pertinent information concerning the job and remain posted for five (5) working days. Thereupon, the bid shall be closed and the Company shall proceed to award the job in accordance with appropriate terms of this agreement, and the Union shall be so notified within five (5) working days after close of bid. Where special testing, physical examinations, or psychological evaluations are required, the award will be made within fifteen (15) working days after the close of the bid. The accepted bidder shall be assigned to the new job within thirty (30) days after date of award. In this connection the Company will seek to fill vacancies by promotion or reassignment from among its

regular, qualified, available personnel, and to that end shall give special consideration to those within any given classification, covered hereby, when vacancies in the next higher grade are to be filled.

(b) Late Bids - The Company will give consideration to employees who by reason of illness or other absence for just cause fail to file formal applications for the position, or who may reasonably be expected to qualify for the position. Bids arriving at the office of the supervisor to whom they are directed after the five-day period indicated on the job notice will be considered late, unless one of the following conditions has been met:

1. The bid is sent through the U.S. Mail with the postmark date within the time limit.
2. The bid is turned in to the bidder's supervisor within the posting time limit and his supervisor initials the bid also indicating the date and puts it in Company mail.
3. The bidder, within the time limit, calls the supervisor to whom the bid is directed, telling him that his bid will be late and places the bid in the mail at that time.

(c) If in making a promotion the Company finds it necessary to pass over a senior employee in favor of a junior employee, the Company shall give seven (7) days advance notice to both the Union and the senior employee concerned, setting forth its reason for its decision. Thereupon the senior employee, or the Union in his behalf, may, within the aforesaid seven (7) days, appeal from the decision of the Company, pending the disposition of which appeal, all such promotions and reassignments shall be considered temporary, and shall not normally exceed thirty (30) days, or the pendency of the appeal, whichever is longer, unless otherwise mutually agreed.

(d) When jobs are posted as "temporary assignments" they shall be subject to all of the foregoing conditions. It is also understood that any regular employee assigned to such job shall, upon completion of the temporary assignment, be returned to his former position (or otherwise assigned in the order of seniority). Except in those cases where the TA is due to a leave of absence or in classifications where training is required, TA jobs will be reposted to remove the TA when it is determined that the previous incumbent will not be returning to the job and the Company elects to fill the vacancy. In those cases where a posted TA job is to become permanent in the event the incumbent does not return to that job, the posting will so state

“TA to become permanent if employee does not return.” When an employee is absent for an extended period due to illness or injury and it is known at the onset by the Company to be for an extended period of time (90 days or more) and the Company elects to fill the job for the full period of the absence, the job shall be posted as a temporary assignment.

(e) When an employee returns to his former classification and location within the first thirty days of his job assignment, the vacancy will not be posted but awarded to the next senior qualified bidder.

(f) Where it is known that a grievance has been filed protesting a job award, the Company will post all other affected jobs with the notation that a grievance is pending. Employees holding such jobs will be allowed to laterally bid. If such lateral bid is in the same location, the job which is being vacated (the job involved in the grievance process) will be offered to the bidders of the job not involved in the grievance process according to qualifications and seniority without further posting.

3.9. (a) Except for unique situations agreed to by both parties, when an employee who has spent more than six (6) calendar months as a member of management returns to the bargaining unit, his/her

date of union seniority shall be the date of return to the bargaining unit. If it becomes necessary to return such an employee to a classification covered by this agreement, he shall be returned either to that classification from which he was promoted to supervision, or to a classification as nearly comparable thereto as possible under the circumstances then prevailing, depending upon his qualifications therefore.

(b) No person, newly hired for employment in any of the classifications specifically excluded from coverage by this agreement, after the date of execution of this agreement, shall be reassigned to a classification covered by this agreement, without mutual consent of the parties hereto.

(c) All vacancies in the first line of supervision shall be posted for bid. The Company will advise the Union, in advance, of its selections for promotion to the first line of supervision.

3.10. When an employee bids in and is assigned to a job, downgrade, he shall be paid the full rate of the job bid in, with the understanding that he must meet all reasonable requirements of that job within ninety (90) days. In this connection, it is understood and agreed that full consideration shall be given to downgrade bids for reassignments to promotional lines of work, but acceptance thereof (except at a

time of layoff or in case of disability) is, of necessity, at the convenience and with the consent of the Company.

3.11. No employee shall be disciplined for the commission of any act which the Company may knowingly permit another to do.

3.12. If an employee is discharged or demoted, he shall obtain from the Company a statement within two (2) workdays of its action, a copy of which shall be sent to the President of the Local Union. Thereupon, the employee, or the Union in his behalf, if he, or it objects to the Company's action, shall within seven (7) days after receipt of the aforesaid letter, proceed in accordance with the grievance and arbitration procedure specified herein; failing wherein, no further appeal shall be heard in the matter.

3.13. Employees promoted to higher-grade jobs shall be paid at rate 1, 2 or the job rate of the classification they are entering, whichever is appropriate, or their rate at the time of promotion, whichever is higher, not to exceed the job rate of the new job for a qualifying period of not longer than three (3) months from the date of promotion, unless a longer qualifying period is mutually agreed upon. If, however, during the three (3) months qualifying period specified above, the employee meets all the

requirements of the job, he shall be paid the job rate immediately, or, if employee has less than one year service, then upon his first year anniversary. If a temporary employee is awarded a regular, full-time position, his/her seniority time in the temporary position will be used towards qualifying for Rate 2 and Job Rate of the full-time position.

3.14. If an employee in a continuous process operation, other than a regular relief employee, is temporarily assigned to a higher-grade job in a shift classification for as much as one (1) full day, he shall be paid the full job rate for the job, providing he meets the minimum requirements of the job and performs under normal supervision.

3.15. When an employee in the bargaining group, referred to in Section 1.1 above, is designated by the Company to perform work outside of his regular classification, the following rules shall apply:

(a) When a qualified bargaining unit employee is requested by the Company and accepts in his/her turn, to act temporarily as a supervisor, for an assigned shift, he/she shall be paid at the highest position within the employee's classification progression level plus one (1) additional hour's pay per day (one-half hour's pay per day if at least four (4) but less than eight (8) hours are involved) as full

compensation for the additional responsibilities performed.

(b) When an employee is designated in accordance with paragraph (a) above, to substitute for a group supervisor a half-hour unpaid lunch period will be provided and scheduled in accordance with normal supervisory mid-shift meal periods.

(c) When two (2) or more crews are combined on the same job, and due to the nature of the work, the Company assigns the direction of the job to one employee, he shall receive as a compensatory bonus a sum equal to one-half ($\frac{1}{2}$) of his regular, basic straight-time hourly rate of pay for each four (4) consecutive hour period.

(d) Except as provided above, if an employee, covered hereby, is designated temporarily to work outside of his regular job classification as described in the appropriate job description, in a higher grade of work, for as much as two (2) consecutive hours in any one workday, he shall be paid for the period of that temporary assignment, either his regular rate, or the rate for the job to which assigned, as specified by Section 3.13 hereof, whichever is higher. Whenever an employee is temporarily assigned to supervise a crew or gang of three (3) or more employees, including himself, of equal or lower grade or

classification for as much as eight (8) hours within one (1) workday, he shall be paid one (1) additional hour's pay per day (one-half hour's pay if more than four (4) and less than eight (8) hours are involved) at his regular rate, as full compensation for the additional responsibility carried.

3.16. When an employee is temporarily assigned to work in a location outside of his normal point of assembly, he shall be reimbursed for the abnormal time and traveling expenses.

3.17. For the purpose of this agreement, the word "temporary" in reference to transfers shall be considered to be a period of not over thirty (30) days unless a longer time has been agreed upon between the Company and the Union.

(a) The foregoing limitation does not apply when there is a general reduction in work force. In such cases, employees may be temporarily assigned to work in jobs defined as entry level classifications for a period of not over ninety (90) days unless a longer time has been agreed upon between the Company and the Union. However, the Company shall first offer such temporary assignments on a voluntary basis to designated available employees.

(b) For the purposes of this provision, a "general reduction in work force" is defined as one

which involves a Company-wide reduction in work force, but not necessarily every job classification.

ARTICLE IV MILITARY AND OCCUPATIONAL SERVICE

4.1. Upon discharge from the armed forces of the United States or the U.S. Merchant Marine under conditions other than dishonorable, regular employees of the Company shall be reinstated to their former jobs, or to jobs comparable thereto, as provided for in Chapter 43 of Part IV of Title 38, U.S. Code, as revised and amended from time to time. Such employees, upon reinstatement, shall be deemed to have accumulated seniority during their period of military leave and shall become immediately entitled to all of the benefits applicable to the job classification to which assigned.

4.2. If an employee is called for active training or other duty by any branch of the U.S. Military Service or U.S. Merchant Marine and two (2) weeks of such duty are required, the employee will be paid his regular straight-time pay for both weeks. In the event of civil disorder, time required up to a maximum of two (2) additional weeks in any one fiscal year will be granted.

(a) To qualify for these benefits, an employee must have at least one year of service with the Company and must present his supervisor with a copy of his orders together with a statement from competent authorities confirming the extent of his performance of those orders and the pay received.

(b) If an employee is ordered by his military reserve or National Guard unit to participate in either “Advance Party” or “Rear Party” duty, he will be granted up to an additional 8 hours of military time off and paid in accordance with Section 4.2(a) either immediately before or after the period of active military duty. Permission will be granted only upon timely presentation by the employee of a copy of such orders. The Company reserves the right to deny such a request in cases where it is repeated. Employees will be removed from the Call Out List during this period of military duty.

4.3. Employees will be given one day off with pay when required for a pre-induction physical examination. This applies to the first examination only.

ARTICLE V
HOURS OF LABOR - HOLIDAYS -
OVERTIME

5.1. In the event the Company changes an employee's regular schedule to a 9, 10, or 12 hours shift, the change shall be made upon forty-eight hours (48) advance notice to the Union and the affected employee. If not given this notice, the employee will be paid at time and one-half their regular base hourly rate on the first day of the new schedule. This rule shall not affect the Company's right to make temporary assignments to work in other classifications, pursuant to the terms and conditions hereof.

(a) The normal, basic workday of scheduled work week employees shall consist of eight (8) consecutive hours, except where a one-half (1/2) hour unpaid meal period is provided, in which event the normal, basic workday shall be worked within eight and one-half (8-1/2) consecutive hours. The normal basic workweek shall consist of five (5) days, consecutive where possible.

(b) The normal, basic workday of shift employees shall consist of eight (8) consecutive hours. The normal workweek shall consist of five (5) days, consecutive where possible.

(c) For purposes of this section, shift employees are those who work on a continuous service operation, which normally operates twenty-four (24) hours per day, on all of the days of the calendar week, but which by reason of operating requirements, may operate on a one-shift, two-shift, or three-shift basis. Scheduled work week employees are those who are assigned to duty in job classifications which, in order to insure adequate service, may be scheduled to work on any of the seven (7) days in a calendar week, but not necessarily on a twenty-four (24) hours basis.

(d) Nothing herein shall be construed to limit the Company's ability to schedule 9, 10, or 12-hour shifts.

(e) All work schedules shall be posted on the bulletin boards.

5.2 In addition the 8, 9, 10, or 12 hours shifts will be paid at straight time rates.

5.2 a. Overtime hours worked on a given day immediately after an employee's regularly scheduled and designated shift (referred to hereafter in this section as the "normal shift") shall be paid at time and one-half for the first four hours and at double time for any hours thereafter.

5.2 b. Overtime hours worked immediately prior to an employee's normal shift will be paid at time and one half. At the start of the employee's normal shift, the pay rate will revert to straight time. The pay rate will remain at straight time until one of the following occurs at which point the pay rate will change as described:

1. Prior to the conclusion of his normal shift, the employee has worked continuously a total number of hours equal to the normal shift plus four (4), including the hours worked before the normal shift, at which point the pay rate will change to double time for all hours worked until the employee is released to leave work.
2. The employee has completed working his normal shift at which point he will commence being paid at time and one-half. His pay rate will remain at time and one-half for a period of time equal to four hours inclusive of the number of hours worked prior to the shift. Once the number of overtime hours worked after the normal shift exceeds four hours inclusive of the hours worked prior to the shift, the

employee will be paid at double time until released to leave work.

Examples:

A. An employee's normal shift is 0700 to 1500. The employee reports to work at 2300 and works continuously through to the normal end of shift at 1500 (works a pre-shift double). Pay would be as follows:

- 2300 – 0700 paid at time and one-half
- 0700 – 1100 paid at straight time
- 1100 – 1500 paid at double time (the employee had worked a total of the normal shift plus 4 hours prior to the end of the normal shift)

B. An employee's normal shift is 0700 to 1500. The employee reports to work at 0600 and works until the conclusion of his normal shift at 1500. Pay would be as follows:

- 0600 – 0700 paid at time and one-half
- 0700 – 1500 paid at straight time

C. An employee's normal shift is 0700 to 1500. The employee reports to work at 0400 and works until 2100. Pay would be as follows:

- 0400 – 0700 paid at time and one-half
- 0700 – 1500 paid at straight time
- 1500 – 1600 paid at time and one-half
- 1600 – 2100 paid at double time (as of 1600, the employee had worked at the time and one-half rate a total of 4 hours – three hours before the shift and one hour after)

D. An employee's normal shift is 0700 to 1500. The employee reports to work at 0300 and works until 1900, a total of 16 hours continuous work. Pay would be as follows:

- 0300 – 0700 paid at time and one-half
- 0700 – 1500 paid at straight time (the employee had not worked in excess of the normal shift plus four hours prior to the end of his normal shift, so the pay rate remains at straight time through the entire normal shift work hours)
- 1500 – 1900 paid at double time (the employee had already worked four hours at the time and one half rate prior to the normal shift).

5.2 c. At a minimum, all hours worked in excess of forty (40) in a workweek will be paid at time and one-half. **As a result of the successful 2006 pilot overtime program any paid time will be considered as time worked for the purposes of overtime pay qualification as noted above.**

5.3. The following days, or days upon which they are publicly observed, shall be recognized by the parties hereto as holidays effective January 1, 2004:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	4 Floating Holidays

(a) If one of the above holidays falls on an employee's sixth (6th) day, then the last basic scheduled workday preceding will be observed as the holiday; if it falls on the employee's seventh (7th) day, then the next basic scheduled workday succeeding will be observed as the holiday. However, in the event the holiday falls on a calendar Saturday, whether it is the employee's sixth (6th) or seventh (7th) day, it shall be celebrated on the employee's preceding regularly scheduled workday. If the holiday falls on a calendar Sunday, whether it is the employee's sixth (6th) or seventh

(7th) day, it shall be celebrated on the employee's next succeeding regularly scheduled workday.

(b) All Floating Holidays will be granted, so far as possible, in accordance with the desires of the employee, but the Company may allocate Floating Holidays in order to ensure orderly operations and adequate continuous service to the public. In order to ensure orderly operations, employees are required to obtain prior supervisory approval at least five (5) days in advance of the desired floating holiday. Requests occurring less than five (5) days in advance of the desired floating holiday may be granted based upon departmental requirements and/or the nature of the circumstances prompting the request.

(c) It is agreed that newly-hired employees will be entitled to Floating Holidays during their first year of employment as follows:

Month Of Hire	Number of Floating Holidays for Year Hired	
	Full Time	Part Time
January/February	4	3
March/April	4	3
May/June	3	2
July/August	2	2
September/October	1	1
November/December	0	0

5.4. All employees covered by this agreement shall be granted time off when possible, with straight-time pay, on all holidays which fall on their regularly scheduled workdays.

5.5. All work performed on schedule on a holiday (except as provided in Sections 5.2 and 5.8) shall be paid for at time and a half in addition to eight (8) hours straight-time holiday pay. All time worked off schedule on a holiday shall be paid for at double time.

5.6 All hours worked on regularly scheduled days off, with the exception of the second regularly scheduled day off, in the workweek shall be paid at time and one-half.

5.6(a) All work performed in excess of twelve (12) consecutive hours shall be paid at the double-time rate on the first regularly scheduled day off.

5.7 All hours worked on the second regularly scheduled day off in the workweek shall be paid at double time.

5.8 If an employee is called out to work off schedule, he shall be paid not less than four (4) hours straight-time pay for each such call-out as a minimum, or whatever is earned at the appropriate rate based on hours worked off schedule, whichever is greater. Employees called out on a holiday

granted off with pay shall be paid a minimum of eight (8) hours holiday pay plus a minimum of four (4) hours straight-time call-out.

5.9 (a) If an employee is properly directed, in advance, to report for planned off-schedule work, and does report as directed, able and ready to go to work and such work time is not immediately preceding or continuous to his regular workday or shift, he shall be paid a minimum of two (2) hours straight-time pay. If proper notice of cancellation of planned off-schedule work is given, no compensation shall become due and payable to any employee. For purposes of this section, notice of a requirement to work off schedule, and notice of cancellation of such a requirement, shall be deemed to be proper when given not later than the close of the preceding normal workday of the employees involved or twenty-four (24) hours, whichever is less.

(b) When proper notice of prearranged off-schedule work is not given, the rules applicable to call-out shall control, beginning with the hour the employee reports willing and able to go to work.

5.10 Standby time is defined as time during which an employee is required by the Company to remain at a given place, ready to proceed to work if and when called for, and shall be considered hours

of labor and paid for accordingly. If, however, an employee is requested only to keep his supervisor informed where he may be located in an emergency, and is free to come and go as he pleases, he is not to be deemed to be working on standby time and shall not be paid therefore.

Overtime Call Out Table

Paragraph	Overtime is	Payment
5.8	Not prearranged	4 hrs minimum straight time pay upon reporting
5.8	Not prearranged on a holiday	4 hrs minimum straight time pay plus 8 hrs. holiday pay
5.9	Pre-arranged and work is not available on arrival	2 hrs minimum straight time pay
5.10	Standby time	Paid at applicable rate

5.11 No employee shall be required to take unpaid time off, nor shall they be required to change their normal reporting time to compensate for overtime worked.

5.12 (a) The Company will attempt to assign overtime so that each employee in a given classification has a fair opportunity to work overtime over the course of the year. It is recognized that an employee within a job

classification may be skipped for an overtime assignment.

(b) An Overtime List will be maintained by classification and updated weekly for use when assigning overtime.

(c) The Overtime List will be adjusted on January 1st of each year by netting out the number of hours associated with the employee on the list who had the lowest number of hours offered.

(d) For the purpose of job continuity, employees may be asked to stay over when it appears the job will be completed after an additional eight (8) hours or less. (e) Overtime for a shift worker may be split by the employees previously scheduled on the shift before, and the shift after the overtime is needed.

5.13 Every employee is required to work a reasonable amount of overtime. However, employees may be forced to work overtime after all other qualified personnel have been asked. When forcing overtime, the “low hours worked” qualified individual will be required to work.

5.14 Employees may be directed by the Company to attend meetings held solely for

Company purposes and objectives and time spent there at shall be considered hours of labor.

5.15 Employees normally will be provided an opportunity for a morning “coffee break” as scheduled by management and consistent with operational needs and efficient use of personnel, such breaks not to exceed fifteen (15) minutes.

5.16 Reasonable end of shift wash up time not to exceed ten (10) minutes will be provided; in certain operating/work conditions more time or less time may be warranted and allowed. Wash up time is not early relief nor does it extend the work day.

ARTICLE VI VACATIONS - SEVERANCE PAY

6.1. (a) Employees covered by this agreement shall be granted annual vacations as follows, effective as of each employee's anniversary date of employment.

- (1) After 1 year of service - 1 week
- (2) After 2 years of service - 2 weeks
- (3) After 5 years of service - 3 weeks
- (4) After 15 years of service - 4 weeks
- (5) After 20 years of service - 5 weeks
- (6) After 30 years of service - 6 weeks

(b) An employee entitled to three (3) or more weeks vacation may be required to work one (1) week of his vacation period if the need for service demands, and the employee shall receive vacation pay in addition to normal pay, but shall be granted remaining vacation in consecutive weeks whenever possible.

(c) All vacation accrued for a given year must be taken not later than December 31st of that year, with the exception that employees may carry over a maximum of 5 days into the following calendar year. Such carryover vacation, however, must be taken not later than December 31st of that following year. Vacation not used as outlined above shall be lost and no additional compensation will be paid in lieu thereof. Any vacation carryover will be subject to existing vacation scheduling requirements and policies now in effect.

6.2. (a) A week of vacation shall consist of five (5) workdays in any seven (7) consecutive calendar days for which the employee shall be paid his standard weekly wage, based on forty (40) hours.

(b) All vacations will be granted so far as possible, in accordance with the desires of the employees in the order of their seniority, but the Company may allot vacation periods in order to insure orderly operation and adequate and

continuous service to the public. Preference for scheduling vacations will be given to employees in accordance with their union seniority date provided that such employees have made their selections prior to the annually scheduled cut-off date. An employee scheduling vacation in a minimum of five (5) workdays or more will be given preference over an employee requesting non-consecutive days, regardless of seniority. Requests for vacation after the annually scheduled cut-off date must be made at least five (5) days in advance and are subject to the approval of supervision based on departmental operational requirements.

6.3. (a) If a holiday falls within an employee's regularly scheduled vacation period, it shall not be counted part of such vacation period.

(b) In case of a death of a relative of an employee (as defined in Sections 8.14 (a) and 8.14 (b)) while the employee is on vacation, Sections 8.16 (a) and 8.16 (b) of the contract will apply, and the employee will be allowed to reschedule that portion of his vacation covered by the above-mentioned sections.

(c) In the event an employee is hospitalized while on vacation, he will be allowed to charge that portion of the time spent in the hospital to sick leave

and will be allowed to reschedule that portion of the vacation.

(d) If an employee is absent from his normal work because of illness prior to the start of a planned vacation and such illness continues into his vacation time, such time will be charged to sick leave.

6.4. Any employee who has qualified for a vacation and who leaves the service or severs relations with the Company for any reason other than discharge for malicious conduct, shall receive earned vacation pay in accordance with the following time periods and allowances, not to exceed the amounts granted in 6.1 (a).

(a) First anniversary through January first of calendar year in which third anniversary occurs - One day for each full month worked after previous anniversary.

(b) For each month worked after January first in which the following anniversaries occur:

<u>Anniversary</u> <u>Year</u>	<u># Days Per</u> <u>Month</u>
3rd - 4th	1
5th - 14th	1 ½
15th – 19th	2
20th - 29th	2 ½
30th - and over	3

Note: After the first employment anniversary, if separation is after the fifteenth of the month, that month will be counted for accrual purposes.

6.5. Employees shall be given in advance the pay due on the paydays falling within their vacation period if desired.

6.6. Except as provided below, the Company will pay severance pay to eligible employees as follows:

(a) Regular employees who have completed one (1) year or more of continuous service and who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of one (1) week's base pay at the rate of

pay at the time of release for each full year of continuous service.

(b) Severance pay benefits shall not apply to employees discharged for just cause, resigning (except for bona fide illness in an employee's immediate family requiring a change of location outside the area served by the Company, for reasons of health), retiring, leaving the employ of the Company because of compensable disability or leave of absence, losing seniority rights as a result of a voluntary layoff under Article III, Section 3.2 (a), or offered employment by a successor to this Company in any of its present or future operations or locations at the then existing status and rate of pay.

(c) The acceptance of a severance allowance shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be reemployed by the Company, he shall assume the status of a newly-hired employee.

(d) Severance benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

ARTICLE VII EMPLOYEE BENEFITS

7.1 It is stipulated and agreed that the Company Employee Benefit Plans shall be modified as set forth below and shall remain in effect for the period of this agreement, unless changed or terminated by mutual consent.

(a) Health Care Excise Tax Review and Remediation

Parties agree that the potential impact of the Excise Tax on High Cost Health Plans included in the Patient Protection and Affordable Care Act will be monitored with regard to applicable benefit plans covering employees represented by IBEW Local 1289 in order to avoid the assessment of the tax throughout the term of the contract. Because legal issues associated with the Patient Protection and Affordable Care Act continues to develop and the potential impact of the Excise Tax on applicable plans and timing of such impact is not certain, further action may be necessary during the term of this Agreement. In the event that additional action is required, the parties agree to re-open the CBA for the sole and limited purpose of negotiating plan terms that avoid the Excise Tax, but share the burden of the cost of the plan redesign. Any re-opener for this limited purpose will be triggered if, but only if,

the Company is advised (based on third party consultant analysis that will be shared with Local 1289) that there is a high likelihood that without adjustments to the contract that the Excise Tax liability will be incurred during the term of this CBA and the Company's third party consultant provides specific guidance on how the tax is to be calculated and paid. This negotiation shall impact only applicable health and welfare benefit plans that would be impacted by the Excise Tax and all other terms and conditions of the contract shall remain in full force through the termination date of the contract.

7.2 Benefits will be offered in accordance with the terms and conditions of the legal plan documents for the following plans, and copies of the applicable Summary Plan Descriptions (SPDs) and any Summary of Material Modifications (SMMs) thereto as of the date of the agreement will be provided by the Company to the Union:

- Exelon Corporation Employees' Medical Expense Plan described in the **2015 Comparing Your Health Care Options**
- Exelon Corporation Dental Expense Plan described in the **2015 Comparing Your Health Care Options for Represented Oyster Creek Employees**

- Exelon Corporation Vision and Hearing Care Plan with the following:
- Retail frame allowance in-network \$150
- Elective contact lens allowance \$150
- Additional plan rider will allow a participant to receive contact lens and glasses or two pairs of glasses every other year
- **The hearing aid allowance will be increased to \$1,500 per ear and will be covered under the Medical plan instead of this plan**
- Exelon Corporation Employees' Life Insurance Plan;
- Your Other Exelon Benefits (SPD describes Spending Accounts, Employee Assistance Program, Long-term Care Insurance and Adoption Assistance). The Health Care Spending Account Limit will be raised to \$5,000 effective January 1, 2011.

7.3 Premiums

- Premium costs for the benefits described above will be based on the Exelon premium rate structure in effect for all other participating active employees.

7.4 Cost Sharing

- Cost sharing for the benefits listed in this section will be as follows:

7.5 Exelon Corporation Employees' Medical Expense Plan:

- **PPO:** Company: 80% of the premium; Employee: 20% of the premium
- **PPO+HSA:** Company: 90% of the premium; Employee: 10% of the premium
 - **Seed money equal to \$500 for individual coverage and \$1,000 for family coverage or tier coverage other than individual such as employee and spouse will be provided to employees selecting a PPO+HSA plan.**
- **HMOs:** Company: 80% of the premium; Employee: 20% of the premium, **however, the Company's share of the premium may be limited to the dollar amount the Company pays for the PPO option (not the PPO+HSA) for each respective coverage tier, in no case shall the employee's cost share exceed 30% under the HMO plan.**

7.6 An employee whose working spouse has coverage available through another company will pay an additional **\$750 per year / \$28.85 per pay period** for Exelon coverage of the spouse.

(a) The Plan will not provide any pay credit for employees who opt out of the medical plan coverage.

(b) **Wellness Program:**

- 1) **Employees will participate in the “Power Through Health” wellness program. Participation in the “Health Steps” and initiatives would start in 2015 and apply to medical plan premiums starting in 2016. Employees who complete the 2015 “Health Steps” requirements will receive a \$150 reduction in their 2016 medical plan premium. Eligible employees who do not participate in the “Health Steps” requirements during 2015 will have the \$150 added to their 2016 medical plan premiums.**
- 2) **In no event will employees be required to participate in more than the three initial Health Steps and initial three options to**

complete their annual Health Steps requirement, unless agreed to by mutual consent.

7.7 Exelon Corporation Dental Expense Plan:

- Dental PPO and DMO: (Employee portion of the coverage) Company: 80% of the premium; Employee 20% of the premium
- Dental PPO and DMO: (Dependent portion of the coverage) Company: 60% of the premium; Employee: 40% of the premium

7.8 Exelon Corporation Vision and Hearing Care Plan:

- Company 70% of premium; Employee 30% of the premium

7.9 Exelon Corporation Employees' Life Insurance Plan:

- Basic Life Insurance and AD&D (1 x Pay) Company: 100% of the premium; Employee: 0% of the premium
- Supplemental Life, Supplemental AD&D and Dependent Life: 100% Employee-paid

7.10 Other Exelon Benefits:

- Employee Assistance Program - 100% Company-paid
- Adoption Assistance up to \$5,000 - 100% Company-paid
- Spending Accounts and Long-Term Care Insurance – 100% Employee-paid (Company pays administrative costs of Spending Accounts)

7.11 Retirees

Effective January 1, 2016, retirees will participate in a separate retiree health care plan, plan options will vary based on hire date and Medicare eligibility as outlined below, and dependent premium costs will be based on the dependent's own individual Medicare status rather than follow the status of the retiree.

A. Employees hired before February 1, 2010 and are not Medicare-eligible (or are Medicare-eligible but have not attained age 65):

1. Employees who retire during the term of this contract and who are not eligible for Medicare will be offered the same health care plans offered to other active bargaining unit employees. **They** will contribute 20% of the monthly premium. The premium will be based on

the experience of other pre-Medicare retirees who participate in the plan.

B. Employees hired before February 1, 2010 and who are at least age 65 and Medicare-eligible:

1. Effective January 1, 2016, in lieu of company-sponsored group health care coverage, any retiree or eligible dependent who is age 65 or older and Medicare-eligible will be eligible to receive a Health Reimbursement Arrangement (HRA) with an annual company-provided credit for each retiree and each eligible dependent that is age 65 or older and Medicare-eligible. This HRA credit will be in lieu of company sponsored health care (medical and vision) coverage.

- a) The amount of the annual company-provided credit funded in the Health Reimbursement Arrangement for each retiree and each eligible dependent will be \$3,500, with an annual 3% COLA.**
- b) In the year a retiree or eligible dependent becomes**

Medicare-eligible, the HRA will be available on a pro-rated basis starting in the month following the month the retiree or eligible dependent becomes Medicare- eligible. In subsequent years, the HRA amount will be available at the beginning of each year.

- c) Unused HRA amounts at the end of a given year will roll over and be available to be used in future years.**
- d) In order to be eligible to use the HRA funds, retirees and their eligible dependents must enroll in individual health care plan coverage through a private exchange offered through a company-designated coordinator (the Exchange). The HRA can also be used to reimburse or pay health care premium costs for other health care benefits or other eligible out-of-pocket expenses (i.e. deductibles, co-insurance, co-payments, etc.) for the**

retiree and eligible dependents.

C. Employees hired on or after February 1, 2010:

1. Employees hired on or after February 1, 2010 will be eligible for the Retiree Medical Savings Account (RMSA). Beginning in the year employees reach age 45, **and every year thereafter**, they will be credited with \$8,000 per year **of active employment in** a notional account to be used to offset Company retiree health care premiums, **employees on long term disability will continue to earn this credit**. Employees must complete at least 10 years of service after age 45 to be eligible to use the RMSA.

2. **Employees who retire during the term of this contract and who are under age 65 and not eligible for Medicare will be offered the same health care plans offered to other active bargaining unit employees. They will contribute 100% of the monthly premium. The premium will be based on the experience of other pre-Medicare retirees who participate in the plan.**

- a. Effective January 1, 2016, Medicare-eligible retirees hired on or after February 1, 2010, and their Medicare-eligible dependents will no longer be eligible for company-sponsored health care coverage.

3. The RMSA will continue to be available to be used to pay premium costs and eligible out-of-pocket expenses (i.e. deductibles, co-insurance, co-payments, etc.) for health care coverage elected through the Exchange or any other eligible coverage.

D. Employees who retire on or after January 1, 2016

1. For employees who retire on or after January 1, 2016, the company will no longer subsidize retiree vision benefits, as applicable.

2. For employees who retire on or after January 1, 2016, the company will provide a flat retiree life insurance benefit of \$15,000, those employees who retired prior to January 1, 2016 will retain the level of life insurance provided at the time of their retirement.

7.12 Survivors

The Company agrees to provide health care benefits to the survivors of active employees. Coverage will be provided as follows:

- a. If at the time of death, the employee is eligible for retirement, the benefits will be provided to the surviving spouse and eligible dependents under the programs available to other non-Medicare-eligible retired Exelon employees until the surviving spouse becomes eligible for Medicare. Upon eligibility for Medicare, the surviving spouse and eligible dependents, if applicable, will be eligible for coverage under a plan that supplements Medicare; **provided, however, that starting January 1, 2016, any survivor or eligible dependents who are age 65 and older will be eligible for the HRA, if applicable, in lieu of company-sponsored plans, as described in Retirees section of this Article VII.**
- b. If at the time of death, the employee is not eligible for retirement, the benefits will be provided to the surviving spouse and eligible dependents under the same terms and conditions as they are provided to active bargaining unit

employees, for a period not to exceed the lesser of 5 years or the date the surviving spouse becomes eligible for Medicare.

7.13 Stock Purchase Plan

The Exelon Stock Purchase Plan will be provided on the same basis as it is provided to non-represented employees.

7.14 Voluntary Benefits

Voluntary benefits will be provided on the same basis as provided to non-represented employees with the group Legal Plan offered effective January 1, 2011. Other voluntary benefits include: group home and auto insurance, pet insurance as well as discounts on financial services, consumer and electronic products, automobiles, travel and entertainment.

7.15 Effective Date

For benefits described above that are changing, the effective date of the changes will be **January 1, 2016** unless otherwise noted.

7.16 401(k) Program

The Company match on the 401(k) program will be 100% of 5% of pay, effective February 1, 2010.
Employees will be allowed up two general purpose loans and one home loan at anytime.

7.17 Pension

Employees hired before February 1, 2010 will participate in the Traditional Formula or the Cash Balance Formula based on their election. Employees hired on or after February 1, 2010 will participate in the Cash Balance Formula.

(a) Control Room Operator License Premium - these payments received will be considered compensation for pension calculation purposes.

7.18 The Plan for Sickness and Non-Occupational Injury Disability Benefits

(a) COVERAGE

- Regular employees of the Company are eligible to participate, under this Program, to the extent and under the conditions outlined below.

(b) DEFINITIONS

(1) A SUPPLEMENTARY CREDIT is a daily benefit (beginning on the first day of a properly certified disability), based upon the employee's normal daily base wage rate, provided however, that, in no event shall the total of (i) wages paid for straight-time hours worked, in a given work week, plus (ii) vacation or other similar

payments, plus (iii) the sum of any Company-paid disability benefits for that work week, exceed forty (40) times the straight-time hourly rate of the employee involved.

(2) NON-OCCUPATIONAL ILLNESS DISABILITY is defined as bona fide personal illness, properly certified, if lasting four (4) days or more, by a competent medical practitioner, or properly certified and recognized Christian Scientist Practitioner, satisfactory to the Company, which results in the total inability of the employee to perform the duties of his employment. Illness arising out of willful violation of Company rules, or experienced in a period during which services were rendered in behalf of another employer, or occurring coincidental with violation of law or caused by personal misconduct on the part of the employee involved, or rising out of willful and deliberate self-inflicted injury, or illness occurring during a period of layoff, shall not be considered Disability for the purpose of this Program.

(3) NON-OCCUPATIONAL INJURY DISABILITY is defined as disability arising out of an accident, off-the-job, which results in the total inability of the employee to perform the duties of his employment and for which no

compensation is paid pursuant to existing workers compensation laws (other than compensation for permanent partial disability previously incurred). Disability arising out of accidents occurring while rendering services for profit to another employer, or coincidental with violation of law or other gross personal misconduct, or occurring during a period of layoff, and disability (other than permanent partial disability previously incurred) compensable under workers compensation laws, shall not be considered Disability under this Program.

(4) A DAY OF DISABILITY shall be considered a regularly scheduled workday of a length equal to the number of hours scheduled, lost as a result of a qualifying disability as defined by Paragraphs 1.B(2) and 1.B(3), above.

(c) SUPPLEMENTARY CREDIT ACCUMULATION

(1) Employees will accrue as of January 1st following their date of hire and each subsequent January 1st: one (1) day for each full month employed by the company in the previous calendar year, toward their Supplementary Credit accumulation up to a maximum of eight

(8) days. Newly hired regular full-time employees must be employed by the company at least one full year to receive paid sick time.

(2) The following are examples of sick leave credit and use for a newly hired employee:

a. An employee hired on February 10, 1999 will be credited with 8 sick days on January 1, 2000. However, these sick days may not be taken until February 10, 2000. Any sick days taken prior to February 10, 2000 will be unpaid time off.

b. An employee hired on September 15, 1999 will be credited with 3 sick days on January 1, 2000. However, these sick days may not be taken until September 15, 2000. Any sick days taken prior to September 15, 2000 will be unpaid time off.

(3) Eligible employees may accumulate Supplementary Credits through a mutually agreed upon attendance performance bonus program.

(4) Total accumulation of Supplementary Credits shall not exceed 180 days.

(d) SUPPLEMENTARY CREDIT USE

(1) A Supplementary Credit may be used by any employee otherwise qualified under this Program who notifies his supervisor of the fact of his Disability, as defined by Paragraphs 1.B(2) and 1.B(3), on each of the first three (3) days thereof (or causes someone to make such a report in his behalf) and who submits proper certification of such Disability if it extends into the fourth day thereof, attested by a competent, legally-licensed physician, or properly certified and recognized Christian Scientist Practitioner, satisfactory to the Company; provided that,

(2) no Supplementary Credit may be used by any employee for any day lost in excess of his Supplementary Credit accumulation; and

(3) no Supplementary Credit may be used by any employee, under this Program for any period up to three (3) workdays, on any of which no report of Disability is made, nor for any period in excess of three (3) workdays during which he is not under the care of a competent, legally-licensed physician, or properly certified and recognized Christian Scientist Practitioner, satisfactory to the Company; and

(4) no Supplementary Credit may be used, under this Program, for any period during which the employee involved performs any work for remuneration or profit or who fails to comply with the terms of this Program in any respect.

(5) If an employee at any time requests to return home from the job because of Disability, the Company shall pay for straight-time lost on the first occurrence as a result of returning home and no loss of such time shall be charged against the employee's Supplementary Credit accumulation under this Program. Any such subsequent occurrence in that year will be charged against the employee's Supplementary Credit accumulation.

(6) Where an employee uses all of his accumulated Supplementary Credits under this Program, Disability benefits shall be paid under the conditions, in the amounts and for the period set forth in Paragraphs 2 or 3 of this Appendix.

**(e) ACCUMULATED SUPPLEMENTARY
CREDIT - CASH SURRENDER VALUE**

An employee's unused Supplementary Credits, up to a maximum of 130 days and accumulated prior to January 1, 1995 will establish the maximum number of Supplementary Credits eligible for cash surrender value. An employee is eligible to cash surrender accumulated Supplementary Credits: (a) at the time of retirement, or (b) when he leaves under honorable conditions after at least fifteen (15) years of employment with the Company. The cash bonus paid will be equivalent to three-quarters (3/4) basic pay for each day of the lesser of such unused Supplementary Credit balance at the time of separation, or his unused balance as of December 31, 1994, at his basic straight-time rate of pay at the time of his leaving the Company's employ.

(f) PROGRAM MODIFICATION, CHANGE or TERMINATION

Although the Company expects to continue this Program in operation indefinitely, it must necessarily reserve the right to modify, change or terminate this Program as circumstances existing at any future time require. No modification, change or termination of this Program will be made except upon sixty (60) days' prior notice to employees of the Company. (This rule shall remain inoperative for the period of this agreement.)

7.19 COMPANY SHORT TERM/LONG TERM DISABILITY PROGRAM

Short Term/Long Term Disability Program provides benefits to certain qualified employees following exhaustion of Supplementary Credits. Short-term benefits are paid up to the end of the sixth month of any continuous, qualified disability. Short-term benefits are paid at 70% of pay.

Effective January 1, 2011, for employees hired on or after August 8, 2000, long-term benefits are payable under the Exelon Corporation Long-Term Disability Plan, where deemed eligible, beginning after six full months of disability. -Company-paid coverage will be 60% of base pay and target bonus.

Supplemental long-term coverage will allow an employee to buy coverage up to 70% of base pay and target bonus. Supplemental coverage will be 100% employee-paid.

All other employees are provided with benefits pursuant to the pre-existing Plan for Primary Sickness and Non-Occupational Injury Disability Benefits.

7.20 IMPROPER CLAIM FOR DISABILITY BENEFITS

Any employee who makes an unjust or improper claim for Disability Benefits under any of these

Programs forfeits his right thereto, and shall be deemed to have violated Company rules and shall be subject to appropriate disciplinary action.

7.21 WAGE PAYMENT PLAN FOR DISABLED EMPLOYEES

(a) In the event any employee becomes unable to perform the normal duties of his present classification because of mental or physical disability, certified by a competent physician, the Company will attempt to provide him with work, which he is capable of performing and which he can be reasonably expected to perform provided the disability did not arise out of violation of the Company's rules, or misconduct of the employee.

(b) The employee shall receive, at the time of such assignment, the rate of his new classification, adjusted in accordance with the following formula:

$$\text{Adjusted Rate Equals New Rate plus .05 times} \\ \text{(Present Rate minus New Rate) times} \\ \text{Number of Years of Service}$$

Under the provisions of this Plan, years of service are those full years of service and any part of a year greater than six calendar months. Any fraction of a cent resulting from this computation of five-tenths (5/10) cents or less will be decreased to the next

lower even cent, and of more than five-tenths (5/10) cents will be increased to the next higher even cent.

(c) In no event shall an employee's ADJUSTED pay rate, under this Plan, exceed his present rate of pay.

(d) An employee receiving an ADJUSTED pay rate, under this Plan, shall hold the title of his new classification with the word "SPECIAL" appended thereto.

(e) Human Resources shall consult with the employee's family physician to ascertain the extent of his incapacity in relation to a job assignment. In the event of disagreement as to the employee's condition and/or ability to perform the work of any particular classification, the case shall be referred to a recognized specialist or clinic, in the field of medicine involved, whose opinion will be final and binding upon all parties.

(f) An employee transferred to a lower classification, under this Plan shall be assigned without posting the job.

(g) If an employee, who is being compensated under the provisions of this Plan, is again transferred to one or more lower-rated classifications, his new adjusted rate, upon each

such transfer, shall be computed as if the employee had been transferred to such lower classification initially, corrected to reflect any wage adjustments which may have been made in the classifications involved.

(h) The ADJUSTED rate, at the time of assignment, shall become a personal rate for the employee involved, but will be subject to recomputation when and if the wage rates for the classification, used in the disability formula for the employee, are adjusted.

(i) The Company may at its discretion, withhold the provisions of this Plan from any employee who also engages in work for other than the Company.

7.22 Use of Sick Time

The Company may make reasonable inquiries concerning use of sick time, i.e., patterns of sick time usage, excessive or improper use of sick time, etc. Company representatives may meet with employees to discuss such issues. Sick time is for bona fide illness and the Company may for just cause issue progressive discipline for abuse subject to Article 9 (Grievance and Arbitration).

7.23 Benefits Administration

Administration of the Plans, including the selection of vendors, is solely the responsibility of the Company, however, any administrative or vendor change may not affect the level of benefit or unreasonably affect provider availability.

The Company agrees to meet with Union representatives on a semi-annual basis to review medical plan costs and discuss plan design and administrative issues of mutual interest.

If during the term of this agreement, but not within six months of its expiration, any federal or state health act (other than a Workers' Compensation or Occupational Disease Law) is enacted to provide hospital, surgical, medical, dental or prescription drug benefits for employees which in whole or in part duplicate the benefits of the current health insurance plan, the Company agrees to open the agreement and meet and renegotiate with the Union the health insurance plan benefits and payment. Any changes in benefits resulting from such negotiations will be effective at the conclusion of such negotiations. It is agreed that the total Company cost of health benefits as adjusted will not exceed those borne by the Company immediately prior to such adjustments, as reduced by an amount equal to the Company liabilities to the federal or

state provider through direct payment or as a portion of any federal or state taxes or any effective tax rate increases or other assessment that may result. Such adjusted benefits will remain in effect for the balance of the term of the agreement.

7.24 Paid Parental Leave

Paid Parental Leave will be offered in accordance with the provisions of Policy HR-AC-500.

ARTICLE VIII WORKING CONDITIONS

8.1 The Company will provide all necessary protective equipment as is now furnished, such as rubber blankets, rubber gloves, rubber coats, rubber boots, rubber hose, etc., including first aid kits and first aid blankets, and shall keep them at places readily accessible and available at all times. The Company agrees to furnish waterproof or acid proof clothing where such clothing is needed.

8.2. The Company will furnish to regular employees all necessary Company standard tools and equipment. When tools and equipment are provided by the Company, the employees receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted.

8.3. The Company shall not be required to furnish tools and equipment to outside skilled craftsmen, who as a condition of employment by others, are required to furnish their own tools.

8.4. Where work is to be done on live electrical equipment exceeding 600 volts, either a group supervisor or lead electrical technician, shall be present to supervise the job. There must be two (2) qualified men on the job when work is being done on electrical equipment exceeding 600 volts. When men working alone are confronted with work which, in their opinion, would be dangerous for them to undertake by themselves, they shall request and will be furnished qualified assistance. For the purposes of this section, a qualified man shall be any employee who has the requisite training and qualifications for this task.

8.5. In the event of an accident on the job involving any employee covered hereby, an immediate investigation will be made by the appropriate Safety Committee, which shall include at least one representative of the Union. In the event the Union deems the report of the accident investigation to be unfair to the employee involved, the Union may invoke the grievance procedure herein provided.

8.6. (a) If employees covered by this Agreement working in a job classification covered hereby and such job is required to hold a license, other than a regular driver's license, the Company will pay the necessary license fees.

(b) If an employee is required by the Company to have a license which requires a test and this test cannot be taken at any time other than normal working hours, the employee will not lose any straight-time wages.

(c) Testing and licensing pay practices not inconsistent with the provisions above will be continued for the life of this Agreement.

8.7. No employee shall be required to perform any task with which he is not familiar without proper instruction and training under close supervision, and no employee shall be required to work on complicated or hazardous jobs without a qualified helper.

8.8. Meal Allowance

(a) Employees held over to work overtime with less than nine (9) hours advance notice or called out with less than one (1) hour advance notice shall receive three dollars (\$3.00) per hour beginning on February 1, 2012 and thereafter, for each full hour

of overtime actually worked in addition to applicable overtime payments. Employees shall be responsible for providing their own meals during overtime situations. For overtime periods in excess of three (3) hours, reasonable paid time, not to exceed thirty minutes, will be arranged by supervision for the employee to eat a meal. Should the duration of the overtime period warrant, a second paid overtime meal period, not to exceed 30 minutes, will be provided five (5) hours after the first overtime meal period was taken.

(b) An employee must report off from work to his supervisor as far in advance of his scheduled shift as possible, but not less than two (2) hours before the start of his scheduled shift absent emergency circumstances where such advance report off notice is not possible.

8.9. (a) Employees who are required to report at their usual place of assembly on the Company's property and then are transported to the place where work is to be performed, shall be transported to and from the place of work on the Company's time. All time shall be computed from the time at which and employee is scheduled to report and does report to the usual place of assembly on the Company's property at the beginning of the day, and shall end when he returns to the regularly scheduled place of ending work for the day.

(b) When the Company requires employees to be away from their homes overnight, meals, lodging, and transportation once to and once from the job, shall be paid for by the Company. Group supervisors or supervisors in charge of the work shall make all necessary arrangements in this connection.

8.10. The Company shall make reasonable provisions to ensure the health and safety of its employees who are required to work outdoors. Such reasonable provisions will include providing weather-appropriate personal protective equipment when needed.

8.11. Travel Agreement: The following applies to bargaining unit employees on temporary assignment at locations other than Oyster Creek Nuclear Generating Station. It is understood that members of 1289 will be governed by the current CBA between Exelon Generation and IBEW, Local Union 1289 at other stations unless superseded by the following.

(a) While employees are working at other stations, they will work under that station's procedures and safety rules. Pay practices (RDO, incentives, etc.) at host stations will be afforded to travelers to the extent that the result is greater than or equal to similar provisions of the CBA. In no instance shall

employees traveling to Oyster Creek receive such incentives if not afforded to Local 1289 members.

(b) The following information will be provided to IBEW President and Business Representative Local Union 1289 prior to soliciting volunteers.

1. Anticipated reporting date, per diem (at time of volunteering to travel to host plant), duration and location of assignment, allowable exposure for duration of assignment, as determined by the OC.
2. A brief scope of work to be performed.
3. Number of volunteers needed, by job classification.
4. A site contact person to facilitate information exchange, lodging assistance and check cashing set-up at local banks.
5. Work schedules; including planned overtime.

(c) Training/Documentation Certification

1. Personnel will be re-certified, as necessary, at their home facility prior to departure to ensure their certifications will not lapse

during assignment away from home facility.

2. Personnel should receive site specific GET and, if possible, site specific testing for the assigned location before departure.
3. Individuals will be instructed prior to departure about administrative issues such as tax issues regarding per diem; time sheet coding; workman's compensation benefit, if working in another state.

(d) Selection of Employees

1. Only volunteering employees meeting the requirements for the requested task assignments. Training assignments are not voluntary.
2. Employees will be selected based on the seniority of those who volunteer and meet the qualifications (not to be interpreted to mean most qualified). Selections will be rotated through respective classifications.
3. Employees on special assignment at Oyster Creek will not be included in consideration for off-site opportunities (i.e., FIN team,

Upgrades, etc.), except by mutual agreement.

4. Employees on off-site assignment are eligible for consideration for additional off-site assignments provided the opportunities are not concurrent.
5. Selected volunteers may refuse temporary assignment at any time prior to departure. However, once at the assignment, employees are committed through the end of the assignment except for emergency situations.

NOTE: Other conditions may apply by mutual agreement.

(e) Travel Pay and Per Diem

Travel time and transportation costs will be paid as follows:

1. Time for travel from the employee's home to check-in at their accommodations shall be paid at the applicable rate in effect at the time.
 - a. Airfare will be prearranged and paid by the Company.

2. Employees will drive their personal vehicles, with mileage from home to accommodations being paid by the Company. Employees will be reimbursed at the IRS established rate for mileage per mile, plus tolls for two travel days. In addition, while on the assignment, mileage in excess of the employee's normal daily commute will be reimbursed at the IRS established rate for mileage along with any associated tolls. Management reserves the right to determine the mode of and travel dates to facilitate compliance with NRC Fatigue Rules.
3. The Company will pay for other incidental fees associated with transportation, such as parking fees, tolls, etc. (this is not intended to be an all-inclusive list).
4. For planned travel, per Diem will be paid to employees prior to an employee's departure at the rate in accordance with GSA guidelines (www.gsa.gov) in effect at the time the assignment begins for every day the bargaining unit employee is on temporary assignment away from Oyster Creek. Per Diem is intended to cover all lodging, meals (including all contractual meal entitlements), and incidentals such as

snacks, local entertainment, gratuities, etc., with an additional \$3.00 per day for telephone usage.

5. For travel requests emergent work support (less than 3 days notice and less than or equal to 7 days in duration) the following applies:
 - a. Meals and incidental expenses (M&IE) may be paid up to 3 days after the beginning of the assignment
 - b. Hotel and travel arrangements and the associated expenses shall be the responsibility of the Company.
 - c. Mileage and travel incidentals shall be covered under items 2 and 3 above.
 - d. Management reserves the right to determine the mode of and travel dates to facilitate compliance with NRC Fatigue Rules.
6. Employees on assignments of 28 calendar days or more will be allowed one return home trip. Such travel costs will be paid by the Company and the scheduling of such trips will be by mutual agreement.
7. By mutual agreement and in lieu of an employee's return trip home, an employee may be reimbursed for reasonable travel

costs (airfare or mileage) for their spouse or significant other to the employee's temporary assignment location.

8. A compact/mid-sized rental car (we will attempt to use American made vehicles) will be provided to employees on temporary assignment if air transportation is utilized. Travel arrangement will be made so that employees will share rental cars when possible.

NOTE: Per Diem will be paid in advance, at least one week prior to the temporary assignment.

(f) Return Home Criteria

Host stations will send employees on temporary assignment back to Oyster Creek in order of seniority by classification. Host stations have the right to send an employee on temporary assignment back to Oyster Creek for just cause. (For temporary assignments terminated by the company early, employees will be reimbursed for prepaid expenses, otherwise non-refundable.)

(g) Grievances and Disciplinary Matters

Grievances will not be directed to the host utility management. Any grievances arising from the

assignment will be directed to Exelon's management in accordance with the Grievance procedure.

(h) Medical and Dental Benefits

The Company will ensure each bargaining unit employee of Oyster Creek on temporary assignment to another facility will not incur greater medical and dental expenses than they would while working at their home facility.

(i) Job Openings

Employees who are eligible to bid on a job which is posted, and who are absent, because of temporary assignment to another station, shall, if they submit a bid within seven (7) working days of their return to Oyster Creek, be considered to have bid on such job, within the parameters of article 3.8 of the CBA.

(j) Strikes and Lockouts

The Company will not assign IBEW, Local Union 1289 employees to facilities with strikes or lockouts in progress or scheduled. Exelon will not require IBEW, Local Union 1289 employees to cross lawful picket lines established by host utility's union.

(k) Other

1. Any important or dated material (i.e., company mail, open enrollment forms, etc.) shall be mailed to employees away on temporary assignment in a timely manner.
2. A primary contact at host plant shall be assigned and a primary contact at Oyster Creek (both union and management) should be assigned for any arising questions.
3. Host plant contact should consider union status of Local 1289 employees, so no arbitrary positions/days off are given without review by volunteers prior to finalization (seniority basis).
4. Any changes to days off or shift assignment shall be kept to a minimum.
5. Employees will be granted an appropriate meal break. If this cannot be afforded, then the company will reimburse the employee one hour pay at the appropriate rate.

8.12. It is agreed that Company rules now in effect or adopted or changed in the future, not contrary to the terms of this agreement, shall be at all times strictly observed. In this connection, it is understood that when any rule is adopted or changed in the future, the Company will notify the Local Union President in advance, and explain the reason for such change.

8.13. All notices required under the terms hereof, and all agreements arrived at, shall be in writing.

8.14. (a) In the case of death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of basic straight-time wages. In any event the day following burial shall be the final day of such leave. Near relatives consist of husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, stepparents, foster parents, and any other relative residing in the home of the employee.

(b) In the event of the death of a grandparent of an employee or his spouse not residing in the home of the employee, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law a maximum of one (1) day to attend funeral services shall be granted without loss of basic straight-time wages.

(c) Individual consideration will be given based on religious requirements.

8.15. (a) When, in the opinion of the Company, business conditions permit, employees, upon request, may be granted a leave of absence without pay for a period not to exceed six (6) months, and will not thereby cease to accumulate seniority or

length of service, providing such employees return to work at the end of such leaves of absence or are granted a renewal of such leaves by the Company. At the termination of such leaves, employees shall be reinstated, in the order of seniority, to their former positions, or if same have been eliminated, to positions as nearly comparable as possible. However, in case of an absence of ninety (90) days or more, a complete physical examination, performed by a reputable medical practitioner, may be required by the Company, both before leaves are granted and before returning to duty.

(b) Any employee covered by this agreement, who becomes elected or appointed to an office in the Union, requiring his absence from duty with the Company, shall be granted leave of absence without pay and shall continue to accumulate seniority with the Company throughout such term of office. During such leave the employee will be allowed to bid for promotional opportunities within their occupational group. Bids will be considered only for jobs for which the employee was qualified when granted the leave of absence. When an employee is awarded a position, the employee's record will reflect the promotion, but the job will be awarded to the next senior qualified bidder (not as a temporary assignment). Upon termination of the leave of absence, the employee will be afforded their

contractual rights in accordance with Article III, Section 3.2 of the Labor Agreement.

(c) Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

8.16. Employees subject to this agreement shall be paid by the Company by direct mail or deposit on a biweekly basis on a payday to be fixed by the Company beginning in 2004 upon 30 days notice.

8.17. It is understood that the work function for Management personnel is to perform managerial duties. It is further understood that Management shall not perform any manual work that would lead to the lay off or demotion of a bargaining unit employee.

8.18. In the event any employee is called for jury duty, or is required to act as a witness in court on behalf of Federal, State or Municipal agencies, and is properly subpoenaed by such agencies, the employee will receive his regular straight-time pay during such period, but will be expected to report on his job during regular working hours whenever the jury is not in session. When shift or schedule

workweek employees are called for jury duty, they shall be temporarily assigned to work the day shift Monday through Friday, for the length of the jury session. During such temporary assignment, the employee will be expected to report for work on his regular job during regular working hours of the day shift whenever excused from the session. The employee shall give the Company at least seven (7) days notice before the beginning of the jury session for the above to be effective at the beginning of the session.

8.19. In the event the Company desires to make a complaint in connection with this agreement, it shall refer the matter to the Local Union President. If, within fifteen (15) days, thereafter, the matter remains in dispute, the Company may, at its option, invoke the grievance procedure set forth herein.

ARTICLE IX GRIEVANCE AND ARBITRATION

9.1. A grievance is hereby defined as a violation of the terms of this agreement, or a violation of the law governing the employee-employer relationship, or any type of supervisor conduct which unjustly and unlawfully causes an employee to lose his job (except during the probationary period) or any benefits arising out of his job, occurring not more

than thirty (30) calendar days prior to the date of complaint.

9.2 All grievances arising under or in connection with the terms of this Agreement that cannot be resolved informally through discussion between the employee and his supervisor shall be subject to the grievance procedure set forth herein. Where time limits in days are specified, such days are working days, unless otherwise stated. Time limit extensions, requested by either party, may be granted by mutual agreement. The procedure (unless changed or any steps thereof waived by mutual consent) shall be as follows:

(a) When an employee considers himself aggrieved, he shall discuss the incident with the supervisor and a steward. If the issue is not settled, a written grievance may be filed with the time limit set forth in paragraph 9.1 above.

(b) The written grievance shall be submitted to the supervisor involved and copied to Human Resources. The grievance shall include:

1) a statement of the grievance, including the date the violation occurred, the date of the initial step with the supervisor, and the initial step answer from the supervisor.

- 2) the principal contract provision(s) alleged to have been violated.
- 3) the relief sought.

(c) The Company shall answer the grievance explaining its decision and forward the answer to the President of the Union within fifteen (15) days of its receipt of the written grievance. The union has forty-five (45) days after receipt of the Company's answer to request that the Company schedule a 1st Step grievance hearing. If no 1st Step grievance hearing is requested within forty-five (45) days, the grievance shall be considered closed.

(d) A 1st Step grievance hearing shall be arranged at a mutually convenient time between the Company and the Union within fifteen (15) days of the request for a 1st Step hearing from the Union.

(e) Participants in the 1st Step grievance hearing shall include the grievant and his union grievance committee, and the supervisor involved as well as the supervisor's Manager, Human Resources, and additional management representatives. Additional participants may attend as mutually agreed between the parties to the 1st Step grievance hearing.

(f) The Company shall forward to the Union an answer explaining its decision on the 1st Step grievance within fifteen (15) days of the 1st Step

meeting. The Union has forty-five (45) days after receipt of the Company's answer to request that the Company schedule a 2nd Step grievance hearing. If no 2nd Step grievance hearing is requested within forty-five (45) days, the grievance shall be considered closed.

(g) A 2nd Step grievance hearing shall be arranged at a mutually convenient time between the Company and the Union within fifteen (15) days of the request for a 2nd Step hearing from the Union.

(h) Participants in the 2nd Step grievance discussion shall be the President of the Local Union and/or his designated representatives, the Plant Manager and/or his designated representatives, and the site labor relations representative. An International representative of the I.B.E.W. may be present at this step of the grievance procedure to assist. Additional participants may attend as mutually agreed between the parties to the 2nd Step grievance. In the event that the grievance is greater than 60 days old or the matter is of a disciplinary nature, the grievant and supervisor will attend the 2nd Step grievance meeting.

(i) The Company shall forward to the Union an answer explaining its decision on the 2nd Step grievance within fifteen (15) days of the 2nd Step meeting.

9.3 Arbitration

(a) If the dispute or difference is not satisfactorily settled at the 2nd Step, it may be referred, at the request of either party, to Arbitration within forty-five (45) days of the receipt of the 2nd Step answer. The appointment of an Impartial Arbitrator shall be made from a list furnished to the parties under the procedures and rules of the American Arbitration Association (AAA).

(b) The Arbitrator shall be governed wholly by the terms of this Agreement, as well as any supplemental agreements, and shall have no power to add to or change its terms.

(c) The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the Party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties.

(d) The arbitrator's fees and expenses as well as the cost of any hearing room shall be borne equally by the parties. The cost of an original transcript (that shall be the official record of any hearing) and the

AAA filing fees shall be borne by the requesting party or parties.

(e) The arbitrator's award will be final and binding upon the Company, the Union, the Grievant(s) and the employees under the Agreement, as well as any supplemental agreements.

(f) Awards (and grievance settlements) made in grievance cases involving wages shall be retroactive to the date of the incident giving rise to the grievance, but not more than thirty (30) calendar days prior to the filing of the grievance, unless otherwise mutually agreed upon.

9.4 Recognized shop stewards or other employees acting as representatives of the Union, may discuss grievances with the Company and represent employees, upon request, in investigative meetings leading to possible discipline without loss of pay. In such investigative meetings and grievance meetings, the Union will be provided one Company paid steward. The Union will notify the Company, in writing, as to the identity of the stewards and steward groups and a list of them shall be posted on appropriate bulletin boards. Time spent in meetings called by the Company during stewards' working hours shall be considered as hours of labor. If a representative of the Union during their hours of work wishes to discuss grievances within their

location, they must first seek permission from their supervisor. Such time will be granted providing their services can be spared.

ARTICLE X CONTRACTING OUT WORK

10.1. (a) If it becomes necessary for the Company to contract out work of the type regularly and customarily performed by employees covered hereby, it shall so notify the Union and give preference to qualified contractors in agreement with unions affiliated with the American Federation of Labor. Nothing herein shall require the Company to violate any regulations, ordinances, or statutes of any kind whatsoever, nor shall it be required hereby to assume unreasonable or excessive costs. The employment of contractors shall not operate so as to reduce the normal and basic hours of labor of any employee of the Company in the same line of work.

(b) It is understood and agreed that when any outside servicemen are called in to perform work on equipment that is now or will be in the future regularly and customarily operated and maintained by employees under this agreement, they shall perform no manual work of such a nature as to displace any available, qualified, regular employee, or to reduce the normal basic hours of labor of such employees. It is further understood and agreed that

the Company will at all times endeavor to assign regular, qualified, available employees to assist such servicemen in their work for the purposes of training and instruction on the equipment involved.

ARTICLE XI WAGE RATES

11.1. LUMP SUM PAYMENT – A Lump Sum Benefit Transition Bonus of \$250 will be paid to employees in the pay period that includes the date of the second year of the agreement (February 1, 2016).

11.2. (a) BASE WAGE INCREASE – A general base wage rate increase will be provided to each eligible employee as follows and as shown in the Wage Rate Schedules attached hereto and made a part hereof.

- 1. A two and one-half percent (2.5%) increase February 1, 2015**
- 2. A two and one-half percent (2.5%) increase February 1, 2016**
- 3. A two and one-half percent (2.5%) increase February 1, 2017**
- 4. A two and one-half percent (2.5%) increase February 1, 2018**
- 5. A two and one-half percent (2.5%) increase February 1, 2019**
- 6. A two and one-half percent (2.5%) increase February 1, 2020**

It is hereby stipulated and agreed that if the existing rate of pay of any employee covered by this agreement exceeds the rate of pay for that classification, established by this agreement, no reduction in present rate of pay of any employee concerned shall be made. It is understood, however, that any such personal rate of pay shall not apply to any successor on the job in question.

(b) The job descriptions applicable to the classifications covered by this agreement are considered to be a part hereof. It is understood that, if, for purposes of improved efficiency in operations or because of change in method of operations, the Company revises any existing job description or creates any new job description for a new classification, it shall first submit such job description to the Union for review for accuracy. When the accuracy of such a job description has been established, it shall be evaluated jointly, for wage rate relationship purposes, and an appropriate rate shall be jointly established pursuant to the terms of this agreement, under the joint job evaluation program. In this connection, either party may submit for reevaluation and correction, any job description in which the duties actually performed differ from the duties provided for by the job description itself, subject to the requirements of 11.2. (a) last sentence.

(c) Questions of accuracy of any new or revised job description, and of the wage rate relationships appropriate thereto, are subject to adjustment, in the absence of agreement under the joint job evaluation program, through the grievance and arbitration procedure.

(d) Shift employees and employees the majority of whose regular hours worked are between **3:00 P.M.** and **11:00 P.M.** (early night shift), **11:00 P.M.** to **7:00 A.M.** (late night shift), or shift employees on the day shift on calendar Sunday, will be paid a shift differential of **\$1.58 per hour.**

(e) Night shift differentials shall be considered as part of the rate of any employee for purposes of overtime pay.

11.3. ANNUAL INCENTIVE PLAN - It is agreed that bargaining unit employees will be eligible to participate in the Company's Annual Incentive Plan (AIP).

Year	Payout Date	Target %
2015	1st Qtr. 2016	4%
2016	1st Qtr. 2017	4%
2017	1st Qtr. 2018	4%
2018	1st Qtr. 2019	4%
2019	1st Qtr. 2020	4%
2020	1st Qtr. 2021	4%

* Overtime and other applicable wages will be included per FLSA rules.

ARTICLE XII

NO STRIKE - NO LOCKOUT

12.1. During the period of this agreement or any extension thereof, there shall be neither strikes, sympathy strikes, nor other stoppages of work by the Union or its members, nor lockouts of employees by the Company.

12.2. Notwithstanding the termination of this agreement, and until such time as a replacement agreement is agreed to and implemented, the union agrees to provide the Company with no more than two week's nor less than one week's advance written notice of any actual strike or walkout, such notice to be delivered by the local president or his designated representative, to the Oyster Creek Site Vice President. Similarly, before unilaterally implementing any final offer or portion thereof, the Site Vice President or his designated representative will provide no more than two week's nor less than one week's advance written notice to the Union president.

ARTICLE XIII LIVING CONTRACT CLAUSE

13.1. In order to better adapt to a dynamic and competitive business environment, the Union and Company agree to apply the Mutual Gains Bargaining process during the term of this agreement. This would include, but not be limited to, the following agreements:

Reduction of Contracted Labor
Regular Part-time Employees
Transitional Workforce Plan

ARTICLE XIV TERM OF AGREEMENT

14.1 This agreement shall be effective as of **February 1, 2015** and shall remain in effect until **January 31, 2021** and from year to year thereafter, unless either party hereto, shall, not less than sixty (60) days prior to any expiration date, notify the other party in writing of its intention to amend specific articles or paragraphs of this agreement, or to terminate the agreement. This Agreement supersedes any previous agreements between the Company, its employees and the Union. It is the intent and purpose of the parties that this Agreement between the Company and the Union constitutes the entire Agreement between the parties and

supersedes all previous contracts, verbal or written, between the parties. Changes herein may be made at any time by mutual consent, provided such changes are set forth in writing.

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2015
Year 1**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$42.31	\$47.61	\$52.91
	STEP 3	\$38.10	\$42.87	\$47.61
	STEP 2	\$34.47	\$38.75	\$43.03
	STEP 1	\$30.98	\$34.87	\$38.75
164	ENVIRONMENTAL TECHNICIAN	\$21.56	\$24.26	\$26.96
165	CALIBRATION LABORATORY TECHNICIAN	\$33.43	\$37.62	\$41.81
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$26.94	\$30.30	\$33.66
	STEP 1	\$24.21	\$27.22	\$30.25
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$35.69	\$40.13	\$44.92
	STEP 2	\$30.34	\$34.09	\$37.91
	STEP 1	\$27.48	\$30.89	\$34.32
168	CHEMICAL TECHNICIAN – NUCLEAR	\$35.30	\$39.70	\$44.12
	STEP 2	\$29.98	\$33.74	\$37.48
	STEP 1	\$27.22	\$30.62	\$34.02
169	RADIATION SUPPORT TECHNICIAN	\$29.98	\$33.74	\$37.48
	STEP 1	\$27.22	\$30.62	\$34.02
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$36.54	\$41.10	\$45.67
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$32.97	\$37.06	\$41.19
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$35.14	\$39.53	\$43.92
173	ELECTRICAL MAINTENANCE "B" – NUCLEAR	\$31.60	\$35.59	\$39.54

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
174	MACHINIST "A" – NUCLEAR	\$34.04	\$38.29	\$42.56
175	MACHINIST "B" – NUCLEAR	\$30.11	\$33.89	\$37.66
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$32.60	\$36.68	\$40.75
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$29.38	\$33.02	\$36.70
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$34.69	\$39.02	\$43.36
179	TOOL ROOM MECHANIC – NUCLEAR	\$29.38	\$33.02	\$36.70
180	STATION HELPER	\$26.34	\$29.63	\$32.94
	STEP 2	\$25.26	\$28.37	\$31.54
	STEP 1	\$20.31	\$22.83	\$25.37
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$33.43	\$37.62	\$41.81
	STEP 2	\$28.51	\$32.04	\$35.61
	STEP 1	\$25.76	\$28.99	\$32.23
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$34.69	\$39.02	\$43.36
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$31.19	\$35.10	\$39.01
184	RADWASTE OPERATOR***	\$32.60	\$36.68	\$40.75
	STEP 3	\$29.97	\$33.73	\$37.45
	STEP 2	\$27.78	\$31.24	\$34.73
	STEP 1	\$26.47	\$29.78	\$33.05
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$29.22	\$32.90	\$36.54
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$34.82	\$39.18	\$43.51
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$28.16	\$31.63	\$35.18
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$29.22	\$32.90	\$36.54
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$34.25	\$38.53	\$42.83
	STEP 2	\$31.50	\$35.44	\$39.40
	STEP 1	\$29.09	\$32.73	\$36.38

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
195	NUCLEAR MECHANICAL/STRUCTURAL DRAFTING TECH	\$34.25	\$38.53	\$42.83
	STEP 2	\$31.50	\$35.44	\$39.40
	STEP 1	\$29.09	\$32.73	\$36.38
200	SERIES			
245	COMMUNICATION TECHNICIAN – SR.	\$36.39	\$40.93	\$45.50
246	COMMUNICATION TECHNICIAN	\$32.80	\$36.89	\$40.98
247	COMMUNICATION TECHNICIAN – JR.	\$29.15	\$32.83	\$36.43
400	SERIES			
402	FLEET SERVICES – TECH CHIEF	\$32.98	\$37.09	\$41.22
500	SERIES			
503	PLANT STOCKKEEPER	\$29.81	\$33.52	\$37.26
504	PLANT STOCKKEEPER – JR.	\$26.84	\$30.18	\$33.52
505	STOREKEEPER	\$27.49	\$30.91	\$34.33
506	STOREKEEPER – JR.	\$22.64	\$25.47	\$28.30
700	SERIES			
791	CLERK CHIEF	\$30.07	\$33.85	\$37.62
792	CLERK SR	\$27.15	\$30.52	\$33.90
793	CLERK I	\$23.31	\$26.21	\$29.13
794	CLERK II	\$19.56	\$21.97	\$24.46
1200	SERIES			
1261	UTILITY WORKER	\$19.56	\$21.97	\$24.46
1268	BUILDING MAINTENANCE & REPAIR – CHIEF	\$32.60	\$36.68	\$40.75

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
1269	BUILDING MAINTENANCE & REPAIR – 1/C	\$29.81	\$33.52	\$37.26
1270	BUILDING MAINTENANCE & REPAIR – 2/C	\$25.68	\$28.86	\$32.05
1271	BUILDING MAINTENANCE & REPAIR – 3/C	\$22.51	\$25.32	\$28.15
1273	BUILDING MAINT. & CONSTR. TECH. – NUCLEAR	\$31.58	\$35.53	\$39.50
1285	GENERAL UTILITY WORKER	\$17.71	\$19.92	\$22.15
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.

** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

*** Intake Qualified Premium - \$0.58/hr.; Intake & Turbine or Reactor Qualified Premium - \$0.94/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.30/hr.

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2016
Year 2**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$43.37	\$48.80	\$54.23
	STEP 3	\$39.05	\$43.94	\$48.80
	STEP 2	\$35.33	\$39.72	\$44.11
	STEP 1	\$31.75	\$35.74	\$39.72
164	ENVIRONMENTAL TECHNICIAN	\$22.10	\$24.87	\$27.63
165	CALIBRATION LABORATORY TECHNICIAN	\$34.27	\$38.56	\$42.86
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$27.61	\$31.06	\$34.50
	STEP 1	\$24.82	\$27.90	\$31.01
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$36.58	\$41.13	\$46.04
	STEP 2	\$31.10	\$34.94	\$38.86
	STEP 1	\$28.17	\$31.66	\$35.18
168	CHEMICAL TECHNICIAN – NUCLEAR	\$36.18	\$40.69	\$45.22
	STEP 2	\$30.73	\$34.58	\$38.42
	STEP 1	\$27.90	\$31.39	\$34.87
169	RADIATION SUPPORT TECHNICIAN	\$30.73	\$34.58	\$38.42
	STEP 1	\$27.90	\$31.39	\$34.87
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$37.45	\$42.13	\$46.81
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$33.79	\$37.99	\$42.22
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$36.02	\$40.52	\$45.02
173	ELECTRICAL MAINTENANCE "B"	\$32.39	\$36.48	\$40.53

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	– NUCLEAR			
174	MACHINIST "A" – NUCLEAR	\$34.89	\$39.25	\$43.62
175	MACHINIST "B" – NUCLEAR	\$30.86	\$34.74	\$38.60
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$33.42	\$37.60	\$41.77
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$30.11	\$33.85	\$37.62
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$35.56	\$40.00	\$44.44
179	TOOL ROOM MECHANIC – NUCLEAR	\$30.11	\$33.85	\$37.62
180	STATION HELPER	\$27.00	\$30.37	\$33.76
	STEP 2	\$25.89	\$29.08	\$32.33
	STEP 1	\$20.82	\$23.40	\$26.00
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$34.27	\$38.56	\$42.86
	STEP 2	\$29.22	\$32.84	\$36.50
	STEP 1	\$26.40	\$29.71	\$33.04
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$35.56	\$40.00	\$44.44
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$31.97	\$35.98	\$39.99
184	RADWASTE OPERATOR ****	\$33.42	\$37.60	\$41.77
	STEP 3	\$30.72	\$34.57	\$38.39
	STEP 2	\$28.47	\$32.02	\$35.60
	STEP 1	\$27.13	\$30.52	\$33.88
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$29.95	\$33.72	\$37.45
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$35.69	\$40.16	\$44.60
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$28.86	\$32.42	\$36.06
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$29.95	\$33.72	\$37.45
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$35.11	\$39.49	\$43.90
	STEP 2	\$32.29	\$36.33	\$40.39
	STEP 1	\$29.82	\$33.55	\$37.29

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
195	NUCLEAR MECHANICAL/STRUCTURAL DRAFTING TECH	\$35.11	\$39.49	\$43.90
	STEP 2	\$32.29	\$36.33	\$40.39
	STEP 1	\$29.82	\$33.55	\$37.29
200	SERIES			
245	COMMUNICATION TECHNICIAN - SR.	\$37.30	\$41.95	\$46.64
246	COMMUNICATION TECHNICIAN	\$33.62	\$37.81	\$42.00
247	COMMUNICATION TECHNICIAN - JR.	\$29.88	\$33.65	\$37.34
400	SERIES			
402	FLEET SERVICES - TECH CHIEF	\$33.80	\$38.02	\$42.25
500	SERIES			
503	PLANT STOCKKEEPER	\$30.56	\$34.36	\$38.19
504	PLANT STOCKKEEPER - JR.	\$27.51	\$30.93	\$34.36
505	STOREKEEPER	\$28.18	\$31.68	\$35.19
506	STOREKEEPER - JR.	\$23.21	\$26.11	\$29.01
700	SERIES			
791	CLERK CHIEF	\$30.82	\$34.70	\$38.56
792	CLERK SR	\$27.83	\$31.28	\$34.75
793	CLERK I	\$23.89	\$26.87	\$29.86
794	CLERK II	\$20.05	\$22.52	\$25.07
1200	SERIES			
1261	UTILITY WORKER	\$20.05	\$22.52	\$25.07
1268	BUILDING MAINTENANCE & REPAIR – CHIEF	\$33.42	\$37.60	\$41.77

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
1269	BUILDING MAINTENANCE & REPAIR - 1/C	\$30.56	\$34.36	\$38.19
1270	BUILDING MAINTENANCE & REPAIR - 2/C	\$26.32	\$29.58	\$32.85
1271	BUILDING MAINTENANCE & REPAIR - 3/C	\$23.07	\$25.95	\$28.85
1273	BUILDING MAINT. & CONSTR. TECH. – NUCLEAR	\$32.37	\$36.42	\$40.49
1285	GENERAL UTILITY WORKER	\$18.15	\$20.42	\$22.70
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.

** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

**** Intake Qualified Premium - \$0.60/hr.; Intake & Turbine or Reactor Qualified Premium - \$0.97/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.35/hr

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2017
Year 3**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$44.45	\$50.02	\$55.59
	STEP 3	\$40.03	\$45.04	\$50.02
	STEP 2	\$36.21	\$40.71	\$45.21
	STEP 1	\$32.54	\$36.63	\$40.71
164	ENVIRONMENTAL TECHNICIAN	\$22.65	\$25.49	\$28.32
165	CALIBRATION LABORATORY TECHNICIAN	\$35.13	\$39.52	\$43.93
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$28.30	\$31.84	\$35.36
	STEP 1	\$25.44	\$28.60	\$31.79
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$37.49	\$42.16	\$47.19
	STEP 2	\$31.88	\$35.81	\$39.83
	STEP 1	\$28.87	\$32.45	\$36.06
168	CHEMICAL TECHNICIAN – NUCLEAR	\$37.08	\$41.71	\$46.35
	STEP 2	\$31.50	\$35.44	\$39.38
	STEP 1	\$28.60	\$32.17	\$35.74
169	RADIATION SUPPORT TECHNICIAN	\$31.50	\$35.44	\$39.38
	STEP 1	\$28.60	\$32.17	\$35.74
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$38.39	\$43.18	\$47.98
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$34.63	\$38.94	\$43.28
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$36.92	\$41.53	\$46.15
173	ELECTRICAL MAINTENANCE "B"	\$33.20	\$37.39	\$41.54

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	– NUCLEAR			
174	MACHINIST "A" – NUCLEAR	\$35.76	\$40.23	\$44.71
175	MACHINIST "B" – NUCLEAR	\$31.63	\$35.61	\$39.57
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$34.26	\$38.54	\$42.81
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$30.86	\$34.70	\$38.56
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$36.45	\$41.00	\$45.55
179	TOOL ROOM MECHANIC – NUCLEAR	\$30.86	\$34.70	\$38.56
180	STATION HELPER	\$27.68	\$31.13	\$34.60
	STEP 2	\$26.54	\$29.81	\$33.14
	STEP 1	\$21.34	\$23.99	\$26.65
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$35.13	\$39.52	\$43.93
	STEP 2	\$29.95	\$33.66	\$37.41
	STEP 1	\$27.06	\$30.45	\$33.87
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$36.45	\$41.00	\$45.55
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$32.77	\$36.88	\$40.99
184	RADWASTE OPERATOR *****	\$34.26	\$38.54	\$42.81
	STEP 3	\$31.49	\$35.43	\$39.35
	STEP 2	\$29.18	\$32.82	\$36.49
	STEP 1	\$27.81	\$31.28	\$34.73
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$30.70	\$34.56	\$38.39
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$36.58	\$41.16	\$45.72
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$29.58	\$33.23	\$36.96
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$30.70	\$34.56	\$38.39
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$35.99	\$40.48	\$45.00
	STEP 2	\$33.10	\$37.24	\$41.40
	STEP 1	\$30.57	\$34.39	\$38.22

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
195	NUCLEAR MECHANICAL/STRUCTURAL DRAFTING TECH	\$35.99	\$40.48	\$45.00
	STEP 2	\$33.10	\$37.24	\$41.40
	STEP 1	\$30.57	\$34.39	\$38.22
200	SERIES			
245	COMMUNICATION TECHNICIAN - SR.	\$38.23	\$43.00	\$47.81
246	COMMUNICATION TECHNICIAN	\$34.46	\$38.76	\$43.05
247	COMMUNICATION TECHNICIAN - JR.	\$30.63	\$34.49	\$38.27
400	SERIES			
402	FLEET SERVICES - TECH CHIEF	\$34.65	\$38.97	\$43.31
500	SERIES			
503	PLANT STOCKKEEPER	\$31.32	\$35.22	\$39.14
504	PLANT STOCKKEEPER - JR.	\$28.20	\$31.70	\$35.22
505	STOREKEEPER	\$28.88	\$32.47	\$36.07
506	STOREKEEPER - JR.	\$23.79	\$26.76	\$29.74
700	SERIES			
791	CLERK CHIEF	\$31.59	\$35.57	\$39.52
792	CLERK SR	\$28.53	\$32.06	\$35.62
793	CLERK I	\$24.49	\$27.54	\$30.61
794	CLERK II	\$20.55	\$23.08	\$25.70
1200	SERIES			
1261	UTILITY WORKER	\$20.55	\$23.08	\$25.70
1268	BUILDING MAINTENANCE & REPAIR – CHIEF	\$34.26	\$38.54	\$42.81

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
1269	BUILDING MAINTENANCE & REPAIR - 1/C	\$31.32	\$35.22	\$39.14
1270	BUILDING MAINTENANCE & REPAIR - 2/C	\$26.98	\$30.32	\$33.67
1271	BUILDING MAINTENANCE & REPAIR - 3/C	\$23.65	\$26.60	\$29.57
1273	BUILDING MAINT. & CONSTR. TECH. – NUCLEAR	\$33.18	\$37.33	\$41.50
1285	GENERAL UTILITY WORKER	\$18.60	\$20.93	\$23.27
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.

** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

***** Intake Qualified Premium - \$0.62/hr.; Intake & Turbine or Reactor Qualified Premium - \$1.00/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.40/hr.

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2018
Year 4**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$45.56	\$51.27	\$56.98
	STEP 3	\$41.03	\$46.17	\$51.27
	STEP 2	\$37.12	\$41.73	\$46.34
	STEP 1	\$33.35	\$37.55	\$41.73
164	ENVIRONMENTAL TECHNICIAN	\$23.22	\$26.13	\$29.03
165	CALIBRATION LABORATORY TECHNICIAN	\$36.01	\$40.51	\$45.03
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$29.01	\$32.64	\$36.24
	STEP 1	\$26.08	\$29.32	\$32.58
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$38.43	\$43.21	\$48.37
	STEP 2	\$32.68	\$36.71	\$40.83
	STEP 1	\$29.59	\$33.26	\$36.96
168	CHEMICAL TECHNICIAN – NUCLEAR	\$38.01	\$42.75	\$47.51
	STEP 2	\$32.29	\$36.33	\$40.36
	STEP 1	\$29.32	\$32.97	\$36.63
169	RADIATION SUPPORT TECHNICIAN	\$32.29	\$36.33	\$40.36
	STEP 1	\$29.32	\$32.97	\$36.63
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$39.35	\$44.26	\$49.18
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$35.50	\$39.91	\$44.36
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$37.84	\$42.57	\$47.30
173	ELECTRICAL MAINTENANCE "B"	\$34.03	\$38.32	\$42.58

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	– NUCLEAR			
174	MACHINIST "A" – NUCLEAR	\$36.65	\$41.24	\$45.83
175	MACHINIST "B" – NUCLEAR	\$32.42	\$36.50	\$40.56
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$35.12	\$39.50	\$43.88
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$31.63	\$35.57	\$39.52
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$37.36	\$42.03	\$46.69
179	TOOL ROOM MECHANIC – NUCLEAR	\$31.63	\$35.57	\$39.52
180	STATION HELPER	\$28.37	\$31.91	\$35.47
	STEP 2	\$27.20	\$30.56	\$33.97
	STEP 1	\$21.87	\$24.59	\$27.32
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$36.01	\$40.51	\$45.03
	STEP 2	\$30.70	\$34.50	\$38.35
	STEP 1	\$27.74	\$31.21	\$34.72
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$37.36	\$42.03	\$46.69
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$33.59	\$37.80	\$42.01
184	RADWASTE OPERATOR *****	\$35.12	\$39.50	\$43.88
	STEP 3	\$32.28	\$36.32	\$40.33
	STEP 2	\$29.91	\$33.64	\$37.40
	STEP 1	\$28.51	\$32.06	\$35.60
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$31.47	\$35.42	\$39.35
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$37.49	\$42.19	\$46.86
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$30.32	\$34.06	\$37.88
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$31.47	\$35.42	\$39.35
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$36.89	\$41.49	\$46.13
	STEP 2	\$33.93	\$38.17	\$42.44
	STEP 1	\$31.33	\$35.25	\$39.18

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
195	NUCLEAR MECHANICAL/STRUCTURAL DRAFTING TECH	\$36.89	\$41.49	\$46.13
	STEP 2	\$33.93	\$38.17	\$42.44
	STEP 1	\$31.33	\$35.25	\$39.18
200	SERIES			
245	COMMUNICATION TECHNICIAN - SR.	\$39.19	\$44.08	\$49.01
246	COMMUNICATION TECHNICIAN	\$35.32	\$39.73	\$44.13
247	COMMUNICATION TECHNICIAN - JR.	\$31.40	\$35.35	\$39.23
400	SERIES			
402	FLEET SERVICES – TECH CHIEF	\$35.52	\$39.94	\$44.39
500	SERIES			
503	PLANT STOCKKEEPER	\$32.10	\$36.10	\$40.12
504	PLANT STOCKKEEPER - JR.	\$28.91	\$32.49	\$36.10
505	STOREKEEPER	\$29.60	\$33.28	\$36.97
506	STOREKEEPER - JR.	\$24.38	\$27.43	\$30.48
700	SERIES			
791	CLERK CHIEF	\$32.38	\$36.46	\$40.51
792	CLERK SR	\$29.24	\$32.86	\$36.51
793	CLERK I	\$25.10	\$28.23	\$31.38
794	CLERK II	\$21.06	\$23.66	\$26.34
1200	SERIES			
1261	UTILITY WORKER	\$21.06	\$23.66	\$26.34
1268	BUILDING MAINTENANCE & REPAIR - CHIEF	\$35.12	\$39.50	\$43.88

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
1269	BUILDING MAINTENANCE & REPAIR - 1/C	\$32.10	\$36.10	\$40.12
1270	BUILDING MAINTENANCE & REPAIR - 2/C	\$27.65	\$31.08	\$34.51
1271	BUILDING MAINTENANCE & REPAIR - 3/C	\$24.24	\$27.27	\$30.31
1273	BUILDING MAINT. & CONSTR. TECH. - NUCLEAR	\$34.01	\$38.26	\$42.54
1285	GENERAL UTILITY WORKER	\$19.07	\$21.45	\$23.85
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.

** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

***** Intake Qualified Premium - \$0.64/hr.; Intake & Turbine or Reactor Qualified Premium - \$1.04/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.45/hr.

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2019
Year 5**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$46.70	\$52.55	\$58.40
	STEP 3	\$42.06	\$47.32	\$52.55
	STEP 2	\$38.05	\$42.77	\$47.50
	STEP 1	\$34.18	\$38.49	\$42.77
164	ENVIRONMENTAL TECHNICIAN	\$23.80	\$26.78	\$29.76
165	CALIBRATION LABORATORY TECHNICIAN	\$36.91	\$41.52	\$46.16
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$29.74	\$33.46	\$37.15
	STEP 1	\$26.73	\$30.05	\$33.39
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$39.39	\$44.29	\$49.58
	STEP 2	\$33.50	\$37.63	\$41.85
	STEP 1	\$30.33	\$34.09	\$37.88
168	CHEMICAL TECHNICIAN – NUCLEAR	\$38.96	\$43.82	\$48.70
	STEP 2	\$33.10	\$37.24	\$41.37
	STEP 1	\$30.05	\$33.79	\$37.55
169	RADIATION SUPPORT TECHNICIAN	\$33.10	\$37.24	\$41.37
	STEP 1	\$30.05	\$33.79	\$37.55
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$40.33	\$45.37	\$50.41
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$36.39	\$40.91	\$45.47
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$38.79	\$43.63	\$48.48
173	ELECTRICAL MAINTENANCE "B"	\$34.88	\$39.28	\$43.64

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	– NUCLEAR			
174	MACHINIST "A" – NUCLEAR	\$37.57	\$42.27	\$46.98
175	MACHINIST "B" – NUCLEAR	\$33.23	\$37.41	\$41.57
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$36.00	\$40.49	\$44.98
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$32.42	\$36.46	\$40.51
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$38.29	\$43.08	\$47.86
179	TOOL ROOM MECHANIC – NUCLEAR	\$32.42	\$36.46	\$40.51
180	STATION HELPER	\$29.08	\$32.71	\$36.36
	STEP 2	\$27.88	\$31.32	\$34.82
	STEP 1	\$22.42	\$25.20	\$28.00
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$36.91	\$41.52	\$46.16
	STEP 2	\$31.47	\$35.36	\$39.31
	STEP 1	\$28.43	\$31.99	\$35.59
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$38.29	\$43.08	\$47.86
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$34.43	\$38.75	\$43.06
184	RADWASTE OPERATOR *****	\$36.00	\$40.49	\$44.98
	STEP 3	\$33.09	\$37.23	\$41.34
	STEP 2	\$30.66	\$34.48	\$38.34
	STEP 1	\$29.22	\$32.86	\$36.49
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$32.26	\$36.31	\$40.33
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$38.43	\$43.24	\$48.03
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$31.08	\$34.91	\$38.83
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$32.26	\$36.31	\$40.33
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$37.81	\$42.53	\$47.28
	STEP 2	\$34.78	\$39.12	\$43.50
	STEP 1	\$32.11	\$36.13	\$40.16

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
195	NUCLEAR MECHANICAL/STRUCTURAL DRAFTING TECH	\$37.81	\$42.53	\$47.28
	STEP 2	\$34.78	\$39.12	\$43.50
	STEP 1	\$32.11	\$36.13	\$40.16
200	SERIES			
245	COMMUNICATION TECHNICIAN - SR.	\$40.17	\$45.18	\$50.24
246	COMMUNICATION TECHNICIAN	\$36.20	\$40.72	\$45.23
247	COMMUNICATION TECHNICIAN - JR.	\$32.19	\$36.23	\$40.21
400	SERIES			
402	FLEET SERVICES – TECH CHIEF	\$36.41	\$40.94	\$45.50
500	SERIES			
503	PLANT STOCKKEEPER	\$32.90	\$37.00	\$41.12
504	PLANT STOCKKEEPER - JR.	\$29.63	\$33.30	\$37.00
505	STOREKEEPER	\$30.34	\$34.11	\$37.89
506	STOREKEEPER - JR.	\$24.99	\$28.12	\$31.24
700	SERIES			
791	CLERK CHIEF	\$33.19	\$37.37	\$41.52
792	CLERK SR	\$29.97	\$33.68	\$37.42
793	CLERK I	\$25.73	\$28.94	\$32.16
794	CLERK II	\$21.59	\$24.25	\$27.00
1200	SERIES			
1261	UTILITY WORKER	\$21.59	\$24.25	\$27.00
1268	BUILDING MAINTENANCE & REPAIR - CHIEF	\$36.00	\$40.49	\$44.98

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
1269	BUILDING MAINTENANCE & REPAIR - 1/C	\$32.90	\$37.00	\$41.12
1270	BUILDING MAINTENANCE & REPAIR - 2/C	\$28.34	\$31.86	\$35.37
1271	BUILDING MAINTENANCE & REPAIR - 3/C	\$24.85	\$27.95	\$31.07
1273	BUILDING MAINT. & CONSTR. TECH. - NUCLEAR	\$34.86	\$39.22	\$43.60
1285	GENERAL UTILITY WORKER	\$19.55	\$21.99	\$24.45
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.

** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

***** Intake Qualified Premium - \$0.64/hr.; Intake & Turbine or Reactor Qualified Premium - \$1.04/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.45/hr.

**Exelon Generation Company
Bargaining Unit Wage Rate Schedule
Effective February 1, 2020
Year 6**

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
100	SERIES			
160	NUCLEAR PLANT OPERATOR	\$47.87	\$53.86	\$59.86
	STEP 3	\$43.11	\$48.50	\$53.86
	STEP 2	\$39.00	\$43.84	\$48.69
	STEP 1	\$35.03	\$39.45	\$43.84
164	ENVIRONMENTAL TECHNICIAN	\$24.40	\$27.45	\$30.50
165	CALIBRATION LABORATORY TECHNICIAN	\$37.83	\$42.56	\$47.31
166	RESPIRATOR MAINTENANCE TECHNICIAN	\$30.48	\$34.30	\$38.08
	STEP 1	\$27.40	\$30.80	\$34.22
167	RADIOLOGICAL CONTROLS TECHNICIAN	\$40.37	\$45.40	\$50.82
	STEP 2	\$34.34	\$38.57	\$42.90
	STEP 1	\$31.09	\$34.94	\$38.83
168	CHEMICAL TECHNICIAN – NUCLEAR	\$39.93	\$44.92	\$49.92
	STEP 2	\$33.93	\$38.17	\$42.40
	STEP 1	\$30.80	\$34.63	\$38.49
169	RADIATION SUPPORT TECHNICIAN	\$33.93	\$38.17	\$42.40
	STEP 1	\$30.80	\$34.63	\$38.49
170	INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$41.34	\$46.50	\$51.67
171	ASST. INSTRUMENT & CONTROL TECHNICIAN – NUCLEAR	\$37.30	\$41.93	\$46.61
172	ELECTRICAL MAINTENANCE "A" – NUCLEAR	\$39.76	\$44.72	\$49.69
173	ELECTRICAL MAINTENANCE "B" – NUCLEAR	\$35.75	\$40.26	\$44.73

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
174	MACHINIST "A" – NUCLEAR	\$38.51	\$43.33	\$48.15
175	MACHINIST "B" – NUCLEAR	\$34.06	\$38.35	\$42.61
176	MECHANICAL MAINTENANCE "A" – NUCLEAR	\$36.90	\$41.50	\$46.10
177	MECHANICAL MAINTENANCE "B" – NUCLEAR	\$33.23	\$37.37	\$41.52
178	MECHANICAL MAINT. "A" – CERT. WELDER – NUCLEAR	\$39.25	\$44.16	\$49.06
179	TOOL ROOM MECHANIC – NUCLEAR	\$33.23	\$37.37	\$41.52
180	STATION HELPER	\$29.81	\$33.53	\$37.27
	STEP 2	\$28.58	\$32.10	\$35.69
	STEP 1	\$22.98	\$25.83	\$28.70
181	NUCLEAR MECHANICAL MAINTENANCE TECHNICIAN	\$37.83	\$42.56	\$47.31
	STEP 2	\$32.26	\$36.24	\$40.29
	STEP 1	\$29.14	\$32.79	\$36.48
182	REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$39.25	\$44.16	\$49.06
183	ASST. REAL TIME COMPUTER TECHNICIAN – NUCLEAR	\$35.29	\$39.72	\$44.14
184	RADWASTE OPERATOR *****	\$36.90	\$41.50	\$46.10
	STEP 3	\$33.92	\$38.16	\$42.37
	STEP 2	\$31.43	\$35.34	\$39.30
	STEP 1	\$29.95	\$33.68	\$37.40
186	FIRE PROTECTION TECHNICIAN – NUCLEAR	\$33.07	\$37.22	\$41.34
188	RADIOLOGICAL CONTROLS INSTRUMENT TECHNICIAN	\$39.39	\$44.32	\$49.23
191	ELECTRICAL MAINTENANCE JUNIOR – NUCLEAR	\$31.86	\$35.78	\$39.80
192	INSTRUMENT & CONTROL TECHNICIAN JUNIOR – NUCLEAR	\$33.07	\$37.22	\$41.34
194	NUCLEAR ELECTRICAL DRAFTING TECHNICIAN	\$38.76	\$43.59	\$48.46
	STEP 2	\$35.65	\$40.10	\$44.59
	STEP 1	\$32.91	\$37.03	\$41.16
195	NUCLEAR	\$38.76	\$43.59	\$48.46

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	MECHANICAL/STRUCTURAL DRAFTING TECH			
	STEP 2	\$35.65	\$40.10	\$44.59
	STEP 1	\$32.91	\$37.03	\$41.16
200	SERIES			
245	COMMUNICATION TECHNICIAN - SR.	\$41.17	\$46.31	\$51.50
246	COMMUNICATION TECHNICIAN	\$37.11	\$41.74	\$46.36
247	COMMUNICATION TECHNICIAN - JR.	\$32.99	\$37.14	\$41.22
400	SERIES			
402	FLEET SERVICES – TECH CHIEF	\$37.32	\$41.96	\$46.64
500	SERIES			
503	PLANT STOCKKEEPER	\$33.72	\$37.93	\$42.15
504	PLANT STOCKKEEPER - JR.	\$30.37	\$34.13	\$37.93
505	STOREKEEPER	\$31.10	\$34.96	\$38.84
506	STOREKEEPER - JR.	\$25.61	\$28.82	\$32.02
700	SERIES			
791	CLERK CHIEF	\$34.02	\$38.30	\$42.56
792	CLERK SR	\$30.72	\$34.52	\$38.36
793	CLERK I	\$26.37	\$29.66	\$32.96
794	CLERK II	\$22.13	\$24.86	\$27.68
1200	SERIES			
1261	UTILITY WORKER	\$22.13	\$24.86	\$27.68
1268	BUILDING MAINTENANCE & REPAIR - CHIEF	\$36.90	\$41.50	\$46.10
1269	BUILDING MAINTENANCE &	\$33.72	\$37.93	\$42.15

JOB #	CLASSIFICATION	Rate 1*	Rate 2**	Job Rate
	REPAIR - 1/C			
1270	BUILDING MAINTENANCE & REPAIR - 2/C	\$29.05	\$32.66	\$36.25
1271	BUILDING MAINTENANCE & REPAIR - 3/C	\$25.47	\$28.65	\$31.85
1273	BUILDING MAINT. & CONSTR. TECH. - NUCLEAR	\$35.73	\$40.20	\$44.69
1285	GENERAL UTILITY WORKER	\$20.04	\$22.54	\$25.06
1286	GENERAL UTILITY WORKER	WEIGHTED		

* Applies to all hourly employees in first six (6) months of employment.


** Applies to all hourly employees in second six (6) months of employment. Also represents qualifying rate for employees not in their first twelve (12) months of employment.

***** Intake Qualified Premium - \$0.64/hr.; Intake & Turbine or Reactor Qualified Premium - \$1.04/hr.; Intake, Turbine & Reactor Qualified Premium - \$1.45/hr.

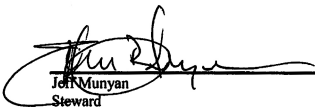
**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO
AND ITS LOCAL 1289**



Edward Stroup
President/Business Manager
IBEW Local 1289

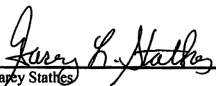


John Rayment
Business Agent
IBEW Local 1289

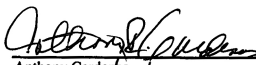


Jeff Munyan
Steward
IBEW Local 1289
Oyster Creek Generating Station

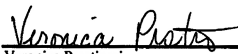
**Exelon Generation, LLC
(OYSTER CREEK GENERATING
STATION)**



Gary Stathes
SVP, Oyster Creek



Anthony Cardenas
Director, Employee & Labor Relations
Exelon



Veronica Prestinari
Sr. Manager, Human Resources
Exelon Nuclear

APPENDIX A

Alternate Regular Working Hours (9, 10 or 12 Hour Shifts)

A.1.A The Company and Local Union 1289 agree to the following for charging time when employees are working shift schedules greater than 8 hours in length as noted in Article V of the Collective bargaining agreement:

A.1.B It is the intention of the parties to work together to resolve any unforeseen problems that may arise in administering the alternate regular hour shift schedules.

A.2 Pay Period:

A.2.A As is currently the practice, hours worked will be charged to the day in which they are worked.

A.2.B At a minimum, all hours worked, in excess of forty (40) in a work-week, will be paid at time and one-half. Additionally, regular hours worked or paid in a calendar year will total at least 2080.

A.3 Overtime

A.3.A Overtime will only be paid for hours in excess of the normally scheduled work hours on a

daily basis. Premium time will be paid for hours worked over the regular forty (40) hour workweek. Example: During the forty-eight (48) hour workweek, the last scheduled twelve (12) hour day will consist of four (4) hours paid at straight time and eight (8) hours paid at premium time.

A.3.B Additionally, for any normal work-week consisting of less than forty (40) hours, the employees will be paid only for the scheduled hours worked. Example: If an employee's scheduled work-week consists of thirty-six (36) hours, he/she is paid for thirty-six (36) hours.

A.3.C All other hours worked in extension of the normal schedule will be paid at the appropriate overtime rate.

A.4 Regular Days Off (RDO):

A.4.A If there are more than two (2) scheduled days off in a work-week, double-time will be paid for second regularly scheduled day off and alternate thereafter from time and one-half to double-time.

A.5 Holidays:

A.5.A If working on a scheduled holiday, the employee will receive holiday pay for the number of hours he/she is scheduled to work. Example: If the

scheduled shift is twelve (12) hours the employee will receive twelve (12) hours of holiday pay. Additionally, the employee will be paid at premium time for all hours worked in accordance with the CBA.

A.5.B If not working the scheduled holiday, the employee will be paid holiday pay for the hours he/she was scheduled to work. Example: If scheduled to work twelve (12) hours he/she will be paid twelve (12) hours of holiday pay.

A.6 Sick Time and Vacation:

A.6.A Sick Time and Vacation shall continue to be accumulated based on 8-hour days. Sick Time and Vacation will be hour for hour. Example: Individual takes Sick Leave for one shift; he/she is charged 12 hours (i.e., 1.5 work days) sick leave time. Individual takes vacation for one shift he/she is charged 12 hours vacation time.

A.7 Floating Holidays

A.7.A Alternate Hour workers will receive four (4) floating holidays based on their regular work schedule: for example – a 12-hour worker would receive a total of forty-eight (48) hours and an 8-hour employee based on eight (8) hour days for a total of thirty-two (32) hours.

APPENDIX B LIVING CONTRACT CLAUSE

B.1. REDUCTION OF CONTRACTED LABOR

Parties agreed to utilize our in-house workforce in an efficient and cost effective manner. Toward this end, job specific local agreements can be made in order to be competitive with outside contractors if necessary and agreed to by both parties.

B.2. REGULAR PART-TIME EMPLOYEES

It is understood that this agreement pertains to the establishment of regular part-time employees. The Company maintains the right to determine the number and/or classifications of employees. However, it is agreed that the Company will not displace regular full-time Bargaining Unit employees with regular part-time employees without mutual agreement (see Article 3.2)*. It was also agreed that if the number of regular part-time employees needed in the future changes, the Company will discuss their needs with the Union. This agreement supersedes any existing Part-Time Agreements.

I. CONTRACTUAL CONDITIONS

- A. Union Membership - Regular part-time employees will be treated as regular full-time employees under the terms of Article II of the Labor Agreement.
- B. Seniority - For purposes of bidding and bumping, all service time while working as a regular part-time employee will be credited as half value (i.e. 3 years part-time = 1.5 years full-time; qualifications under Article 3.2.(b) require 20 years of regular part-time service).

The regular part-time positions will be posted. All employees will have an opportunity to bid these positions. The posting will also advise employees how qualified, successful bidders will be affected once transferred to regular part-time status. In order to maintain staffing stability of this position, all regular full-time employees bidding into the part-time position will be restricted from bidding to a full-time position for a period of one (1) year and subsequent bids to the part-time position will be at the convenience and consent of the Company. However, if a

part-time position is abolished, the affected employee will be permitted to bid within 30 days of the expected date of the abolished position.

Full-time employees may bump into regular part-time positions only to avoid layoff. Full-time employees transferring to regular part-time positions will be treated in full compliance with the terms and conditions of this Agreement.

*NOTE: The Company does not intend to replace a full-time employee with a part-time employee. Any displacement of a full-time employee with a part-time employee will only be with mutual agreement. In addition, the Company can fill a full-time vacancy with a part-time employee upon discussion with the Union.

- C. New Hires - All new hires will be required to work a minimum of two (2) years within that department before obtaining eligibility to bid posted positions within other departments within the Company. Regular part-time employees will be eligible to bid posted full-time positions within their own department during their first two (2) years

of employment through the job posting process.

- D. Probationary and Qualifying Periods - Probationary and qualifying time periods will not be reduced; therefore, regular part-time employees will be required to fulfill a 12 month probationary and twice the qualifying time frame of a regular full-time employee.
- E. Overtime – For callouts or working an extended shift (beyond the 8 or 10 hour threshold), overtime will be paid in accordance with the contract. For prearranged overtime assignments, overtime pay will apply only after the employee has exceeded 40 hours in the work week.
- F. Meals - When a regular part-time employee is required to extend their normal scheduled shift, Article 8.8 (a) shall apply. In the event that a regular part-time employee is prearranged to work a normal* full work day, the employee will be required to bring their own lunch and the time allowed for eating the meal will not be paid for.

*Normal may be defined for example as either eight (8) or ten (10) hours depending on work location.

II. BENEFITS - The following benefits apply to all employees working in a regular part-time position.

- A. Holidays - Regular part-time employees will be paid their normal straight time earnings when scheduled off to commemorate established holidays or floating holidays providing they work the normal workday preceding and following the holiday. It is agreed that holidays will be celebrated on the observed day if the employee is scheduled to work. In the event the holiday falls on a day that the employee is already scheduled off, then the holiday will be observed on the employee's first workday of that week. When two (2) holidays fall within one (1) week, they will be observed on each employee's first and second workday of that week. For this purpose, Sunday is considered the beginning of the workweek. In addition, time worked on these holidays will be paid at time and a half, and as indicated in Article 5.5 of the contract. Regular part-

time employees are entitled to three floating holidays.

Any alteration of existing holidays will be converted to floating holidays.

- B. Floating Holidays - Although all part-time employees work 20 hours per week, there are several different shift combinations which impact the application of the entitlement for three floating holidays. It is recognized that with these different schedules, it is possible that some employees will have more total hours charged to the code than others.

As such, it is agreed that for part-time schedules, a floating holiday equals either four (4) hours or five (5) hours depending on shift schedule. This will normally result in a total annual floating holiday entitlement of either 12 or 15 hours. Depending on the shift schedule, it may be permissible to schedule two floating holidays for the same day. However, in no event, will the total annual floating holiday entitlement exceed 15 hours.

Below are part-time shifts currently in effect and examples of the application of this agreement:

SHIFT	MON	TUES	WED	THU	FRI	SAT SUN
*	5	5	10			
**	4	4	4	4	4	
***	5	5	5	5		
****	4	8	8			

* $5 + 5 + 5 = 15$ hours OR $5 + 10$ (utilizes 2 floating holidays by taking 10 hrs in one day) = 15 hours

** $4 + 4 + 4 = 12$ hours

*** $5 + 5 + 5 = 15$ hours

**** $4 + 4 + 4 = 12$ hours OR $4 + 8$ (utilizes 2 floating holidays by taking 8 hrs in one day) = 12 hours

1. Transfers between departments - When an employee transfers from one part-time schedule to another part-time schedule, any remaining floating holidays will be allotted according to the new department's schedule. Example: An employee works a 4-day five hour schedule and uses a floating

holiday (5 hours). He/she then transfers to a 5-day four hour schedule. The two remaining floating holidays will be in four hour increments for an annual total of 13 floating holiday hours.

2. Transfers between full-time and part-time - If an employee transfers from a full time position to a part-time position, the following applies:

If transfer occurs: Prior to July 1st, he/she is entitled to a maximum of 3 floating holidays for that calendar year. After July 1st, he/she will retain the 4 floating holidays for that calendar year.

Effective January 1st of the following year, you would be entitled to 3 floating holidays.

NOTE: IF THE EMPLOYEE, WHILE ON FULL TIME STATUS, USES HIS/HER 4 FLOATING HOLIDAYS BEFORE TRANSFERRING TO PART-TIME STATUS, NO ADJUSTMENT WILL BE MADE.

If the employee transfers from a part-time position to a full time position, the following applies:

If transfer occurs:

Prior to July 1st, he/she is entitled to a total of 4 floating holidays for that calendar year. After July 1st, he/she will retain a maximum of 3 floating holidays for that calendar year.

- C. Sick Leave - Regular part-time employees will be eligible for a maximum of thirty-two (32) hours paid supplementary sick leave per year, accrued at the rate of 4 hours/month accrued for eight months. Primary benefits will be provided as required by state law. Regular part-time employees will be eligible for one partial absence annually, paid in accordance with established contractual provisions.
- D. Vacation - Regular part-time employees will earn, accumulate and schedule vacations at half value in accordance with Article VI of the Labor Agreement. Should a regular part-time employee transfer to full-time status, in scheduling vacation, it is understood that it may be necessary that paid vacation be supplemented with unpaid time off to ensure a reasonable amount of time off.

Full-time employees bumping or bidding into regular part-time status will be scheduled off their four (4) hour shift and paid eight (8) hours for each vacation day earned during full-time status and scheduled in the subsequent year while working a regular part-time shift.

- E. Health Care - Employees filling regular part-time positions will be eligible only for the company-sponsored managed care plans. In each case, the Company will contribute one-half ($\frac{1}{2}$) of the total premium paid for full-time employees in respective plans.
- F. Savings Plan - Regular part-time employees after 1,000 or more hours of scheduled work by their first anniversary or in a subsequent calendar year will be permitted to participate in the Savings Plan for bargaining employees. The Company will match employee's contribution towards the Savings Plan as negotiated for full-time regular employees.
- G. Pension Plan - Regular part-time employees after 1,000 or more hours of scheduled work by their first anniversary or in a subsequent

calendar year will be eligible to participate in the Plan for Retirement Annuities.

- H. Credit Union - Regular part-time employees will be eligible to participate in the Utilities Employees Credit Union.
- I. Dental - Regular part-time employees will not be eligible for dental coverage.
- J. Life Insurance - Regular part-time employees will be eligible to purchase voluntary life insurance coverage.
- K. Shift Differential – Regular part-time employees will be entitled to shift differential if the majority of their work hours are subsequent to 3:00 P.M. or prior to 7:00 A.M. or a calendar Sunday.

B.3. TRANSITIONAL WORKFORCE PLAN

In an effort to optimize in-house workforce efficiencies and pro-actively seek future opportunities for existing employees in positions that may be reduced or eliminated by new technology and/or competitive pressures in a re-regulated industry, union and management agree to develop the following strategy:

1. Future staffing needs will be evaluated by management based on attrition and future competitive and/or technological trends. This information will be reviewed with union officials on an established interval schedule.

2. Where future work force staffing excesses or deficiencies are identified, a joint effort will be made to develop a plan to assist interested regular employees in adjusting career paths to maintain continued employment in viable positions and/or to offer alternatives to layoffs that may include enhanced voluntary separation packages, relocation allowances and/or bonuses, enhanced training opportunities, etc.

APPENDIX C OTHER AGREEMENTS

1. Advanced Radiation Worker
2. Lead Technician Program
3. Lead Radiological Controls Technician Upgrade Agreement
4. Bidding and Bumping – Employee Number
5. Agreement Concerning Application of Shift Premium
6. Agreement of Application for Payment of Bonus – Operator Requalification Program
7. Decommissioning Agreement
8. Vacation Plan
9. Reassignment of Employees with Rate Retention
10. Job Bids from Employees on Light Duty
11. Job Evaluation Procedure
12. Probationary Employees – Bidding Rights
13. Safety Glasses
14. Rotating Shifts
15. Change Shifts in Plant
16. Job Description Related Side Bar Agreements
17. Letter Concerning Overtime Meals
18. Memorandum of Understanding – Cash Balance Pension Plan
19. **Letter Concerning Job Evaluation Process**
20. Letters Concerning Temp Assignments in Training and Continuation of the Agreement
21. Letter Concerning Lead Technicians
22. Letter Concerning Grievance and Arbitration resolutions and awards
23. **Letter Concerning Pension Treatment**
24. **Letter Concerning Joint Polling of Employees**
25. **Agreement on Plant Closing – Continued Employment Opportunities**
26. Operations Settlement Agreement dated December 20, 2013

1. Advanced Radiation Worker

Implement at Oyster Creek, the Advanced Radiation Worker process per the applicable Exelon T&RM's.

The Company will provide to the Union advance copies of its ARW implementation plan for advise and comment including but not limited to course preparation, classroom and lab instruction, OJT/TPE and RP monitoring.

The Company and Union will meet at mutually convened times to discuss the Union's ideas concerning ways and means of ensuring proper implementation of the program.

During and following the implementation period, the ARW instruction duties will be assigned by the Radiation Protection Manager. This may include temporary assignment of bargaining unit employees from the Radiation Protection Department.

2. Lead Technician

Establish a Lead Technician program / position as set forth in the following description.

RATE: 110% of top rate for the classification

DUTIES:

1. Provides supervisory oversight, planning of minor work packages, and technical leadership to respective technicians, including clearance holder functions
2. Assigns and reviews work assigned to technicians
3. Performs regular work duties of the classification to which assigned as a lead technician
4. Supports work management functions, ERO assignments, training activities, and special assignments as required
5. Ensures pre-job preparation, post job restoration, and close outs are performed within established expectations
6. Provides leadership via instruction and coaching, and provides constructive feedback when necessary
7. Recommends on procurements and/or improvements for plant equipment, processes, and procedures
8. Assists supervisor in maximizing individual technician qualifications and development
9. May be required to attend Leadership Training (up to 1 week in length, possibly requires out of area travel)

EXPERIENCE, EDUCATION, AND ADDITIONAL REQUIREMENTS:

1. Requires a minimum H.S. graduate or equivalent
2. Requires direct, applicable experience and a demonstrated substantial working knowledge in the applicable field, as defined in the respective “A” Technician position
3. Ability to work independently
4. Possess a high degree of analytical ability, complex problem solving and independent judgment
5. Ability to communicate and interface efficiently with technicians, supervision, station support personnel and contractors
6. Ability to coordinate activities within the work group and with other departments
7. Must be thoroughly familiar with plant procedures and processes
8. Must maintain all applicable general and plant specific craft qualifications
9. Must be able and willing to work a rotating shift schedule and fulfill any on shift responsibilities as required

SELECTION PROCESS:

Management will determine the best-qualified employee for selection, based on the results of test

scores, targeted selection process, work record, supervisory input and peer group input. If all of the factors are relatively equal among candidates, seniority will prevail.

APPLICATION:

The need for regular and/or temporary assignments for Lead Technicians will be determined by individual departments depending on the business needs of the company. This program is not limited to only job classifications containing “technician” in the title and may be applied to any classification covered under this agreement.

3. Lead Radiation Protection Technician Upgrade Agreement

This agreement establishes guidelines for the temporary upgrading of Radiological Protection Technicians to the position of Lead Radiological Protection Technicians (LRPT).

In the absence of a RP Supervisor (RPS) a LRPT will be given the opportunity to perform as the supervisor for the shift for no greater than one cycle (one cycle will be considered to be six consecutive weeks, i.e., short term assignment). Opportunity will be by seniority on a rotating basis. If the assignment

of LRPT is expected to be greater than six weeks, then the rules of a long-term upgrade shall apply.

Accepting a short-term upgrade position to replace a LRPT or RPS who is sick or on vacation will not change the upgrade assignment nor will it effect the long-term assignments.

PRINCIPLE DUTIES:

In addition to duties identified in Job description #167, the LRPT will be responsible for:

1. Supervises and implements the Radiological Protection Field Operations program, procedures and practices to ensure all site activities conducted in the Field Operations area are in compliance with the Corporate Radiation Protection Plan, the site Radiological Protection Program and all applicable regulatory requirements.
2. Supervise and implements the Radiation Work Permit Program to ensure that all activities conducted in a Radiologically Controlled Area are properly planned, monitored, controlled, and documented to minimize radiation exposure to the workforce and comply with regulatory requirements as cost effectively as practical.
3. Assign only personnel that are properly trained, qualified and certified to perform assigned

activities in support of the Radiological Protection Field Operations functions.

4. Participate in the Emergency Preparedness Organization as onshift response team member.
5. Assures and promotes Radiological and Industrial Safety awareness within his/her areas of responsibility.

QUALIFICATIONS

Personnel who wish to be included in the upgrade program must complete the LRPT qualification which includes:

1. Performing practical factors required for LRPT/RPS
2. Passing a written LRPT/RPS examination
3. Qualifying as RAC/RCC
4. Pass LRPT/RPS oral boards

In addition they must have four years of Radiological Protection experience. Applicable experience is defined in Radiological Protection Field Operation Personnel Qualification/Training Standard (9300-ADM-2622.01) Exhibit 5.

SELECTION PROCESS

All Radiological Protection Technicians who meet the experience requirement for LRPT, or who will

have the requisite experience within 6 months are encouraged to complete the qualification requirements for LRPT.

LRPT qualified RPT's will be offered long-term upgrade positions by order of seniority (Long Term Upgrade List).

As in our previous agreement, long-term upgrade assignments will be for the duration of the task (not to exceed six months) and the length of the task will not be a consideration in the selection process.

PAY

Personnel who are upgraded to the temporary position of LRPT will be paid at a pay scale equal to 110% of RPT pay.

DOWNGRADE

Downgrades will be done by assignment unless it is known that an assignment will continue for 30 days or more during outages.

It is understood that this is a trial period to evaluate the position of Lead Radiological Protection Technician. This trial period is for collecting data to

allow the parties hereto to properly evaluate all aspects of the LRPT position

THE FOLLOWING GUIDELINE WILL BE USED FOR THE REPLACEMENT OF A RPS/LRPT:

1) If a supervisor is needed to fill an on shift position 4-12, 12-08, or dayshift Saturday/Sunday due to a RPS/LRPT out sick or any other unplanned absence, then callout in the order shown:

A) A RPS.

B) A LRPT when a RPS is not available for work. When calling out for a LRPT, the normal callout list will be used. Qualified LRPT's will be called in order according to the regular callout list.

NOTE: When RPS and LRPT's called out can not be reached or do not accept the callout, then a LRPT on the shift for which support is needed can be asked to work as the LRPT for that shift. LRPT's assigned to dayshift Monday through Friday are not eligible for this upgrade. If the on shift LRPT's turn down the upgrade, a RPS will be forced to support the shift.

2) If a supervisor is needed to fill an on shift position 4-12, 12-08, or dayshift Saturday/Sunday

due to a RPS/LRPT on vacation, holidays or any other planned absence then a replacement shall be prearranged as follows:

- A) For situations where using an LRPT to fill a position will not result in any overtime: the senior LRPT qualified person on that shift is asked first, then opportunities are offered on a rotating basis. (For periods up to 6 consecutive weeks-short term) If upgrade is not accepted, prearrange a RPS to fill the position.
- B) When overtime is needed to fill a position due to E-Plan requirements or shift work load, then prearrange in the order shown as follows:
 - RPS to replace a RPS/LRPT.
 - On shift LRPT to replace a RPS/LRPT when a RPS is unavailable. Prearrange RPT to replace LRPT on shift.
 - If the on shift LRPT's turn down the upgrade, a RPS will be forced to support the shift.

3) Short Term Upgrades are used for periods up to 6 consecutive weeks.

4) Long Term Upgrades are used for periods greater than 6 consecutive weeks but not to exceed 6 months.

5) Upgrade Tracking for any LRPT upgrade, place the date in the box on the tracking sheet. Refusals and acceptances are treated the same as it is by opportunity.

- A) DAYSHIFT -if a LRPT is needed to fill a dayshift position Monday through Friday, then the low person on the dayshift upgrade tracking sheet available for the period needed is asked first. This may be filled for periods up to 6 calendar weeks. This does not apply to LRPT's in cyclic training when on the back site.
- B) ON SHIFT -the senior upgrade qualified person on that shift is asked first, then opportunities are offered on a rotating basis. (Use on shift upgrade tracking sheet)
- C) LONG TERM -opportunities for long term upgrades will be given to the most senior qualified LRPT on a rotating basis. (Use long term upgrade tracking sheet)

4. *Bidding and Bumping – Employee Number*

During the 1981 contract negotiations (Union Proposal #46) an agreement was reached with respect to Company employee numbers prevailing in bidding and bumping situations where two or more employees have the same date of employment.

It has since been determined that the Oyster Creek Nuclear Generating Station utilizes a separate numbering system for Jersey Central employees. In order to accommodate this problem, listed below are examples of situations, which may occur due to the two numbering systems:

EXAMPLE A

Two employees hired at the Oyster Creek Facility on 01/08/82. Employee #A 105 - Employee #A 109

SOLUTION

Employee #A 105 would be the successful bidder.

EXAMPLE B

An employee at a facility other than Oyster Creek and an employee at the Oyster Creek facility are

hired on 01/08/82. Not at Oyster Creek employee #3250 – at Oyster Creek employee #A 105

SOLUTION

If the position in question is located at Oyster Creek, employee #A 105 would be the successful bidder. If the position is located outside of Oyster Creek, employee #3250 would be the successful bidder.

EXAMPLE C

An employee who is hired at a facility other than Oyster Creek on 01/08/82 and receives employee #3250. The employee is awarded a job in Oyster Creek on 07/11/82 and receives an employee #A 150. An employee who is hired at Oyster Creek on 01/08/82 and receives an employee #A 105. A position is available 02/03/85

SOLUTION

If the position is located at Oyster Creek, the employee #A 105 would be the successful bidder. If the job is located outside of Oyster Creek, employee #A 150 would be the successful bidder.

5. Agreement Concerning Application of Shift Premium

As a result of discussion between the Company and the Union, the following method of applying shift differential will be applicable to all shift and scheduled workweek employees who work on a rotating basis.

1. All shift and scheduled work week employees who are working on shifts referred to as shift 1 (11:00 P.M. to 7:00 a.m.) or shift 3 (3:00 p.m. to 11:00 P.M. midnight) will receive shift differential for the eight regular scheduled hours on that shift.

2. All shift and scheduled work week employees who are working on the shift referred to as shift 2 (day shift) will not receive shift differential for the eight scheduled hours on that shift except for those employees who are working on shift 2 on a calendar Sunday.

3. When shift and scheduled work week employees who are scheduled to work on shift 2, are required to report prior to the start of or continue working past the end of their regular shift, shift differential will be applied to all overtime hours but not to the regular scheduled hours covered by shift 2.

4. When shift and scheduled work week employees who are scheduled to work shift 1 or shift 3, are required to report prior to the start of or continue to work past the end of their shift, shift differential will not be applied to overtime hours worked during shift 2 (except for a calendar Sunday.)

5. When shift and scheduled work week employees who are required to work overtime which is not continuous to their normally scheduled work day, they will receive shift differential for all hours worked* on shift 1 and shift 3. Shift differential will not apply to hours worked during shift 2 (except for a calendar Sunday.)

6. Both parties realize that individual schedules exist throughout the Company which vary slightly from the hours normally referred to as shift 1, 2, or 3. In these individual cases, the majority of regular scheduled hours worked will determine whether shift differential applies to the employees regular scheduled shift. Shift differential as it applies to overtime will be handled in the same manner as described above.

*not applied to premium time.

6. Agreement of Application for Payment of Bonus – Operator Requalification Program

1. The payment of a bonus in the amount of \$4.00/hour will be paid to those employees holding Reactor Operator Licenses in the classification of Nuclear Plant Control Room Operator (Job #160) while satisfactorily participating in the requalification program.

2. The bonus will be considered as part of the employee's hourly rate for purposes of overtime pay as determined in accordance with the applicable provisions of this Labor Agreement.

3. The "Bonus Agreement-Licensed Control Room Operators-Oyster Creek Nuclear Generating Station" dated January 9, 1976, which was previously submitted to the members of System Council in a communication from Mr. J. J. Westervelt dated January 9, 1976, is agreed upon.

4. With reference to the last paragraph of the "bonus agreement" mentioned in (4) above, any future changes made by the Company in the Operator Requalification Program which affect employee rights and working conditions covered in the Labor Agreement will be subject to the terms and conditions thereof.

5. A requalification bonus will be paid to each Reactor Operator-(step 4 of job #160) in the amount of \$1,000.00 dollars for scoring 80% to less than

90% on the written exam, 80% on the JPM phase of testing, and successfully passing the Simulator Dynamic exam. A requalification bonus will be paid to each Reactor Operator in the amount of \$2,500.00 dollars for scoring a 90% or greater on the written exam, a minimum of 80% on the JPM phase of testing, and successfully passing the Simulator Dynamic exam.

Non - Licensed Operator/Equipment Operator Bonus:

1. A requalification bonus will be paid to each Equipment Operator-(step 2 of job #160) in the amount of \$ 500.00 dollars for scoring an 80% or greater on the written exam and a minimum of 80% on the JPM phase of testing.

7. *Decommissioning Agreement*

It is understood that Local 1289 members actively employed at the time of a decommissioning effort subject to the following:

1. A review of individual employee skill sets determines that the employee possesses skills consistent with the work involved.
2. In-house resources will be given first consideration before utilizing external resources.

3. It is recognized that these decisions will be made with full consideration of the safety of the general public, the work force, and the cost and efficiency of the decommissioning operation.

Company and Union representatives will form a team to jointly negotiate in a mutual gains fashion the terms and conditions of employment for the Decommissioning of Oyster Creek. The scope of these negotiations will be as follows:

- Job descriptions and job duties to be performed by the bargaining unit.
- A selection process to move workers presently assigned to Oyster Creek into decommissioning positions.
- A method to review work that would be potentially contracted out to insure that all cost effective and efficient methods of performing the work in-house have been considered before any such contract is put into place.
- A mechanism to form a site leadership team that will include bargaining unit representation. This group would have the ability to set and/or alter various work rules and policy including work schedules and overtime provisions, as well as jointly decide on methods of

implementing any legal or regulatory imposed terms and conditions of employment. This leadership team would also have the responsibility of settling any disputes that arise during decommissioning to the satisfaction of both parties. It is recognized that these decisions will be made with full consideration of the safety of the general public, the work force, and the cost and efficiency of the decommissioning operation.

The Company and the Union are also committed to work together to work with any buyer of the Oyster Creek facility to efficiently transfer any needed employees in the event of a sale.

8. *Vacation Plan*

Qualifying Date	Allowances
First Anniversary	One week – taken during the next 12 months
Second Anniversary	Two weeks – taken during the next 12 months. First week may be taken as soon as five days accrual have been earned.
January 1 st of calendar years in which the 3 rd through 4 th anniversaries occur.	Two weeks – taken during the calendar year
January 1 st of calendar years in which the 5 th through 14 th anniversaries occur.	Three weeks – taken during the calendar year.
January 1 st of calendar years in which the 15 th through 19 th anniversaries occur.	Four weeks – taken during the calendar year.
January 1 st of calendar years in which the 20 th through 29 th anniversaries occur.	Five weeks – taken during the calendar year.
January 1 st of calendar years in which the 30 th and all subsequent anniversaries occur.	Six weeks – taken during the calendar year.

9. *Reassignment of Employees with Rate Retention*

Reassignments - 3.2(b) Disabled Employees

It was agreed that the Company has the right to reassign employees who are being paid in accordance with Article III.

Paragraph 3.2(b) in order to move them into classifications equal to or closer to their rate of pay. In making such reassignment, the Company has agreed to post the job in accordance with the Labor Agreement. However, should none of the qualified bidders be senior to the designated employee, the Company has the right to make such reassignment. With respect to employees who are assigned jobs in accordance with the Wage Payment Plan for Disabled Employees, it was further agreed that the same application would also apply.

It is understood that the Company will endeavor to be reasonable in making such reassignments.

10. Job Bids from Employees on Light Duty

Job bids from employees who are on light duty assignment due to a compensable injury will be accepted under the following conditions:

- (a) Except for the temporary compensable disability, the employee is otherwise a qualified bidder under the terms of the labor agreement.

- (b) Medical evidence indicates the employee will be able to assume the full job duties of the posted job within a three (3) month period from the date of posting.
- (c) The assignment will not become effective until the employee is able to assume the full job duties, and it is understood that the 30-day assignment period as specified in Section 3.8(a) is mutually waived.
- (d) The Company at its option can fill the vacancy as a "Temporary Assignment" with the next qualified senior bidder on that posting until the employee is able to fill the job or it becomes known that the employee will not be able to fulfill the job duties within the aforementioned three (3) month period. In the event of the latter, the "TA" will be removed automatically, without posting, and the employee filling the job on a "TA" will receive the permanent assignment.
- (e) This agreement can only be extended to any newly created job classification by mutual agreement.

*11. Job Evaluation Procedure (SEE
ASSOCIATED LETTER DATED 12/16/2014)*

The job evaluation process will be instituted as covered in Article 11.2(b) & (c). However, the steps will be as follows:

- (a) The Company will evaluate the job setting forth the factor degrees and the corresponding points together with the qualifying and job rates. This will then be submitted to the Union for its consideration.
- (b) Upon notification of approval from the Union any increase in job rate shall become effective retroactive to the date of application for evaluation.
- (c) In the event the Union does not agree with the Company's evaluation, the full Job Evaluation Committee will meet to evaluate the job jointly.

The above process will also be used to evaluate newly created jobs with the new rates of pay to become effective upon assignment to the new classification.

12. Probationary Employees – Bidding Rights

It was agreed that job bids would be accepted from employees during their probationary period. If an employee who is within his probationary period bids and is assigned a job which is in the same location and under the same general supervision as his prior job, his probationary period will be continuous and he will be eligible to become a permanent employee at the end of six (6) months (unless such probationary period is extended by mutual consent).

If an employee who is within his probationary period bids and is assigned a job in a location other than his present location, or under other than his present general supervision, his probationary period would be automatically extended until such time as he has completed six (6) months in his new job location. It was further agreed that if an employee is assigned a new job as stated above and in the opinion of the employee's present supervisor(s), the employee has the necessary qualities to be considered a permanent employee and the employee has spent a minimum of six (6) months in a probationary status, the employee can be made permanent.

13. Safety Glasses

The practice of furnishing safety glasses, including prescription glasses, shall continue to be extended to all employees.

14. Rotating Shifts

To meet the operating needs of the plant and to provide continuous maintenance coverage for the plant, the Company proposes to establish and place maintenance employees on a 3 shift, 24 hour, 7 day per week basis. Maintenance employees involved in the rotating shift concept include Electricians, Mechanics, and Instrumentation & Control personnel.

Crews will be established to provide for proper shift coverage as defined above and to accommodate training of personnel.

Shift maintenance crews will be composed of multi-craft disciplines. They will include, where required, Mechanics, Electricians, and Instrumentation & Control personnel.

There will be no change in jurisdiction or classifications. Employees will continue to perform that work which is within their job description.

Shift maintenance personnel will recognize the same lunch period as scheduled workweek personnel, and the work schedule will be:

7:00 a.m. to 3:30 p.m. -1/2 hour unpaid meal - "lunch"
3:00 p.m. to 11:30 p.m. -1/2 hour unpaid meal - "lunch"
11:00 a.m.. to 7:30 a.m. -1/2 hour unpaid meal - "lunch"

It was also agreed that:

- (1) Company agrees to "grandfather" all existing Maintenance employees at Oyster Creek as of November 1, 1983.
- (2) Any new jobs or as existing employees vacate jobs, vacancies will be filled as shift jobs.
- (3) The Company's intention is to eventually institute the schedule previously submitted - however, until that can be achieved, the Company may start by instituting other existing schedules but with a half hour unpaid meal period.
- (4) The existing Maintenance employees at Oyster Creek ("grandfathered") are scheduled workweek employees and the Company will work them in accordance with the terms and conditions of the contract.

15. Change Shifts in Plant

It is understood that for purposes of payroll and compensatory time reporting, the hours of shift workers shall be 11 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m.. It is agreed that for the sake of efficient training activities, shift workers participating in training sessions will follow the same shift schedules as shift maintenance employees defined in Appendix C14. It is agreed that for the sake of the convenience of shift workers at Oyster Creek, relief, as a courtesy to the employees being relieved, may occur as early as 30 minutes prior to the end of a shift.

16. Job Description Related Side Bar Agreements

The following side bar agreements will be incorporated in whole or in part, as applicable, into the appropriate job description as contained in the Job Description Manual:

Title	Portions carried forward
Clerical Bidding and Bumping, Addendum to 1994 Summary of Agreements	Sections III, IV, V, and VII
Transportation Technician Agreement (Job # 401)	Entire Document
Warehouse Upgrade, July 17, 1992	Entire Document
Joint Services/Plant Maintenance	Entire Document

Title	Portions carried forward
Scaffolding Agreement	
Settlement Agreement of POSS, Equipment Operator/Radwaste Operator Arbitration and Institution of Nuclear Plant Operator Progression, March 16, 1990	Entire Document
Clarification of Building Maintenance Tasks with Regard to the Electrical Area, February 14, 1989	Entire Document
Asbestos Removal Agreement, April 25, 1994	Entire Document
Joint Station Services/Mechanical Maintenance Scaffolding Agreement, August 19, 1993	Entire Document
Addendum, Nuclear Mechanical Maintenance Technician, Job #181, July 15, 1991	Entire Document
Simulator Parts Bin Agreement, May 12, 1993	Entire Document
Bargaining Unit Employee Assignment to Maintenance Optimization, May 16, 2001	Entire Document
Addendum to MOA of May 16, 2001 on Maintenance Optimization Assignments	Entire Document
Bidding & Assignment – Time in Grade Schedule Communication Technician Classifications	Entire Document
Bidding & Assignment – Time in Grade Schedule and Experience Requirements – Garage Mechanic Classifications	Entire Document
Bidding & Assignment – Time in Grade Schedule and Experience Requirements – Draftsman Classifications, September 1, 1964	Entire Document
Bidding & Assignment – Minimum	Exclude Note at bottom of

Title	Portions carried forward
Time-In-Grade After Job Rate, 1983 Summary of Agreements	page concerning bids external to Oyster Creek
1. Minimum Time in Job – Nuclear Control Operator/Radiological Control Technician, 1983 Summary of Agreements. 2. Minimum Time in Job, 1985 Summary of Agreements (Job 168 – Chemistry Technician only) 3. Qualifying Period – Instrument & Control Technician – Nuclear and Electrical Maintenance “A”- Nuclear, 1983 Summary of Agreements	1. Entire Agreement 2. As applied to Chemical Technician only 3. Entire Agreement
Nuclear Plant Operator – Job Duties Agreement, February 1, 2000	Entire Document

17. Letter Concerning Overtime Meals

AmerGenSM

An Exelon Company

AmerGen Energy Company, LLC
Oyster Creek
US Route 9 South
P.O. Box 388
Forked River, NJ 08731-0388

September 16, 2005

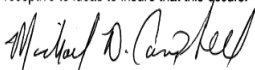
Mr. Edward Stroup
President, Local 1289 IBEW
PO Box 1690
Wall, NJ 07719

Subj: Overtime Meals

Dear Ed:

The Company recognizes the importance of employees who are working extended overtime to have an opportunity to eat a meal. To this end, management will endeavor to provide the time for this to occur. Supervision will take steps to assure that a proper meal can be obtained while allowing employees the reasonable thirty minute time period to consume the meal.

The Company is interested in providing an environment whereby employees receive a sufficient amount of time to refresh themselves during the working of extended overtime. We remain receptive to ideas to insure that this occurs.



Michael D. Campbell
Manager, Labor Relations

18. Memorandum of Understanding – Cash Balance Pension Plan

Memorandum of Understanding

Cash Balance Pension Plan

WHEREAS, Exelon Generation Company, LLC is a participating employer in the Exelon Pension Plan for Employees at Clinton, TMI and Oyster Creek (the “Plan”);

WHEREAS, certain employees of the Employer are represented by INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 1289, (“Union”) at the Employer’s facilities participate in the Plan;

WHEREAS, the Plan was amended in certain respects in order to comply with the Pension Protection Act of 2006 and regulatory guidance issued to date thereunder, including by changing the Plan’s annual investment crediting rate with respect to cash balance accruals effective as of the 2010 plan year. WHEREAS, in connection with the Pension Protection Act and such regulatory guidance, the Plan was also amended to increase the annual service crediting rate for management employees from 5.75% of a management employee’s eligible compensation to 7.0% of a management employee’s eligible compensation effective as of the 2008 plan year;

WHEREAS, additional regulatory guidance anticipated in 2009 or 2010 under the Pension Protection Act may make further amendments to the Plan necessary or appropriate; and

WHEREAS, the Employers and the Union desire to now increase the annual service crediting rate with respect to employees represented by the Union .

NOW, THEREFORE, the parties agree as follows:

1. Effective January 1, 2010 and continuing until the Department of Treasury/Internal Revenue Service issues relevant regulations referenced in Announcement 2009-82, the annual service credit rate under the Plan with respect to employees represented by the Union shall be increased from 5.75% of such an employee's eligible compensation to 7% of such an employee's eligible compensation and the annual investment crediting rate will be the third segment rate of interest on long-term investment grade corporate bonds, as provided for in section 430(h)(2)(C)(iii) of the Internal Revenue Code for the month of November of the plan year.
2. If further amendments to the Plan are necessary or appropriate upon receiving regulatory guidance pursuant to the Pension Protection Act, the Employer intends to negotiate with the Union to the extent such guidance provides the Employer with discretion as to how to implement the changes, and

to, discuss the effects of the changes on the Union's membership to the extent such guidance mandates the specific form of the changes.

3. This Memorandum of Understanding may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any photocopy of the executed original(s) of this Memorandum, or any counterpart, shall be deemed to be an original for any and all purposes.

EXELON GENERATION COMPANY, LLC

INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION NO. 1289

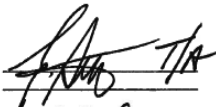
By: _____



Dated: _____

12/2/09

By: _____



Dated: _____

12-2-09

19. Letter Concerning Job Evaluation Process

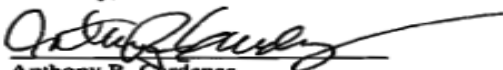
December 16, 2014

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

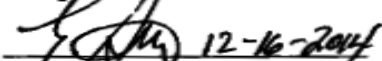
During bargaining the parties discussed the Job Evaluation process as outlined in Article XI and Appendix C 19 of the CBA and agree that for the duration of the CBA rather than use the Job Evaluation process contained in the CBA, the parties will now use market wage data. However, if the parties fail to reach agreement on the appropriate market wage data, then the parties will revert back to the job evaluation process contained in the CBA for each job evaluation where the parties are unable to reach agreement on.

Sincerely,



Anthony R. Cardenas
Director, Employee & Labor Relations
Exelon

Accepted:



Edward Stroup, President
IBEW Local 1289

20. Letters Concerning Temp Assignments in Training and Continuation of the Agreement

December 1, 2009

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

During bargaining the union was advised that temporary assignments as subject matter experts to the Training department will continue through the contract period as outlined in the May 14, 2009 letter from Pete Orphanos.

Sincerely,



Anthony R. Cardenas
Labor Relations Liaison
Exelon



May 14, 2009

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

As discussed on Thursday April 30, the Company will be offering temporary assignments in the Training department to employees, allowing them to provide subject matter expertise in their respective field (e.g. Mechanical Maintenance, Radiation Protection, Instrument Maintenance, etc.). These training assignments will be as deemed appropriate by Management and under the following conditions:

1. The open temporary assignments will be bid positions and selections will follow normal contractual selection processes;
 - a. Employees meeting initial selection criteria will be subject to a 90-day probationary period
 - b. Employees will receive performance feedback at the 30, 60, and 80 day mark;
 - i. This frequency will be accelerated if performance issues develop;
 - ii. The union will be notified of performance issues as they arise;
 - iii. Should the employee not successfully complete the 90 day probationary period the next eligible person from the same posting will be offered the position.
2. Assignments will run 6 months to one (1) year;
 - a. any additional need will be reposted;

- b. the same employee may be selected for concurrent postings
- 3. Employees will qualify by Training Procedure, currently TQ-AA-103;
 - a. after qualification employees will design and deliver training under supervision
 - b. employees in this capacity will not be grading tests or examining employees
- 4. Overtime availability;
 - a. Employees in these temporary assignments will be available for overtime in their plant department (e.g. Maintenance, RP, etc); however no overtime will be afforded to these employees that would impede their ability to fulfill their day to day training duties;
 - b. Employees in these temporary assignments will receive overtime in Training as necessary
- 5. Rate of pay will be 110% of the top rate for the classification (Lead Tech for pay purposes).

If you concur that these components match our discussions please sign this and return a copy to me.

Sincerely,


Peter M. Orphanos
Plant Manager - Oyster Creek

AGREED AND ACCEPTED


Ed Stroup — President, IBEW Local 1289

cc: Anthony Cardenas
Karen Greig

21. Letter Concerning Lead Technicians

December 1, 2009

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

In order to facilitate the union proposal that a job number be assigned to the lead position and that current leads should be allowed an opportunity to one time opt in or out of the new position, the following guidelines shall be followed to ensure company operating needs can be met.

1. A general meeting will be held with all current lead techs to provide an overview of the lead position. The meeting will cover the expectations of the role and the process steps below.
2. Each current lead technician who decides they want to opt out shall initiate a letter of intent to be removed from the lead technician position.
 - The submittal shall be within two weeks of ratification of this proposal.
 - Lead Technicians who wish to remain in the position will be required to do nothing and will be assigned the new job number upon the end of the two weeks.
3. An interview will be held between the incumbent lead technician opting to leave, Union Representation (must be

- a member of the negotiating committee), the affected department management, and Human Resources
- The interview shall be within two weeks of the letter of intent date above.
 - The purpose of this meeting is to ensure all concerns and questions of the employee are addressed in full, to confirm the employee's desire to opt out of the lead technician role or to remain in a lead technician role.
4. After completion of items 2 and 3 above, the company will determine how many lead technicians are required to maintain orderly company business and the vacated or open positions will be posted.
- The posting will be within one week of item 3 above.
 - Job Assignment will be in accordance with the CBA
5. The position shall be filled prior to the current lead being returned to their original Job Classification.
- The current lead may be required to assist in the job familiarization of the new lead technician.
 - Leads will be returned to their original job classification in order of seniority.
6. The target for the transfer of responsibilities between the lead who has opted out and the newly awarded technician will be 90 days. More or less time may be required based on various conditions. In the event that no replacement is identified at the 45 day point of this transition time a meeting will be held between the union and management to facilitate the replacement effort. No matter the time required, all incumbents requesting to opt out in the time requirements noted in Step 2 above will be granted their request to leave the lead role..

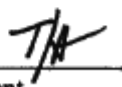
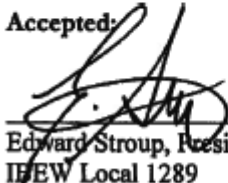
7. Lead Technicians will continue to be combined on the overtime list in their respective department in keeping with current practices.

Sincerely,



Anthony R. Cardenas
Labor Relations Liaison
Exelon

Accepted:



Edward Stroup, President
IPEW Local 1289

22. Letter Concerning Grievance and Arbitration resolutions and awards

February 25, 2010

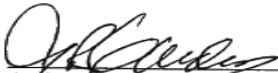
Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

During our recent collective bargaining discussions the Union expressed concern about the impact of Article 14.1 of the collective bargaining agreement on existing grievance resolutions and arbitration awards between the parties. Article 14.1 of the CBA states in part:

This Agreement supersedes any previous agreements between the Company, its employees and the Union. It is the intent and purpose of the parties that this Agreement between the Company and the Union constitutes the entire Agreement between the parties and supersedes all previous contracts, verbal or written, between the parties. Changes herein may be made at any time by mutual consent, provided such changes are set forth in writing.

Without waiving its rights under the CBA, the Company agrees that Section 14.1 of the CBA is not intended to overturn existing grievance settlements or arbitration awards between the parties, unless otherwise specifically stated in the CBA.

Sincerely,



Anthony R. Cardenas
Manager, Employee and Labor Relations
Exelon

23. Letter Concerning Pension Treatment

December 16, 2014

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

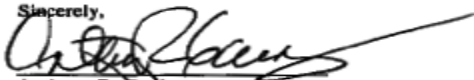
During collective bargaining discussions the union requested information regarding the treatment of pension benefits if an employee transfers to another Exelon facility to continue working as a result of the pending site closure. Specifically what happens to the employees' existing pension upon transfer and how plans are coordinated/calculated upon retirement? The answers to these questions are as follows:

- a) Traditional Plan: Employees will receive credit for time spent at Oyster Creek for pension vesting purposes. A participant in the Exelon Pension Plan for Represented Employees at TMI and OYC (OYC Pension Plan) who transfers employment to another Exelon subsidiary will not accrue additional benefits under the OYC Pension Plan after the transfer. However, any period of employment with another Exelon subsidiary will be counted in determining eligibility (i.e., age and service) for

early retirement subsidies on accrued benefits under the OYC Pension Plan at the time of transfer. Such transferred employee will also be eligible to accrue benefits under the applicable pension plan offered to similarly-situated employees of the subsidiary that employs him or her after the transfer of employment.

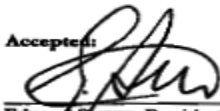
- b) Cash Balance: Employees will receive credit for time spent at Oyster Creek for pension vesting purposes. A participant who transfers employment to another Exelon subsidiary and participates in the cash balance formula will not be eligible to earn additional benefit credits after the transfer, but will continue to be eligible for investment credits on their account balance until commencing payment. Such transferred employee will also be eligible to accrue benefits under the applicable pension plan offered to similarly-situated employees of the subsidiary that employs him or her after the transfer of employment.

Sincerely,



Anthony R. Cardenas
Director, Employee & Labor Relations
Exelon

Accepted:

 12-16-2014

Edward Stroup, President
IBEW Local 1289

24. Letter Concerning Joint Polling of Employees

December 17, 2014

Mr. Edward Stroup
International Brotherhood of Electrical Workers
Local Union 1289
P.O. Box 1690
Wall, NJ 07719

Dear Mr. Stroup,

During bargaining the parties agreed to provide continued employment with Exelon to Oyster Creek employees resulting from the planned plant shut down activities. As we discussed during these negotiations that the parties understand the needs of the workforce as it plans for these events. A key element of planning activities will be the need to poll employees to gain insight into timing, mobility, location and or job preferences, etc. It is in all of our best interests to have firm data rather than to speculate on these needs. Therefore we will work together throughout the contract period to structure and implement joint polls at least bi-annually beginning in 2015.

Sincerely,



Anthony R. Caldas
Director, Employee & Labor Relations
Exelon

Accepted:



Edward Stroup, President
IBEW Local 1289

25. Agreement on Plant Closing - Continued Employment Opportunities

Plant Closing – Continued Employment Opportunities

The following are terms that will apply in connection with the transfer of Local 1289 members to other Exelon facilities.

1. The Company will offer employment opportunities to those Oyster Creek employees who desire continued employment elsewhere in an Exelon facility at the time of the plant closing or when a reduction in workforce is required as a result of reductions associated with the plant closing.
 - a. Continued employment opportunities will be made available to all Oyster Creek Bargaining Unit members as follows:
 - i. Jobs from other Company work locations shall be posted internally at Oyster Creek.
 - ii. In addition to a posting process, employees will be offered a job at another Company location.
 - iii. As there likely will be various offerings of continued employment at different points in time, employees remaining at Oyster Creek will be eligible to bid for or be offered a position throughout their active employment.


- b. As it is the Company's desire to continue to utilize employees' training and experience in their discipline, and compensate employees accordingly, jobs will be posted or offered by discipline.
 - c. Bids for jobs and job offers will be filled by seniority. Employees maintaining their qualifications will assume to be otherwise qualified.
 - d. To allow for the widest of range of opportunities, in addition to GenCo Nuclear positions, posted positions may include those available at any location, in any discipline, within the Company and affiliated businesses under Exelon Corporation.
- 2. Employees who remain employed by the Company or one of its affiliates will retain their Company service date for purposes of their eligibility or vesting in the Company's applicable pension and benefits plan.
 - 3. Job postings or job offers will include the associated wages and benefits for positions.
 - 4. Employees accepting positions at other sites via this process will be eligible for relocation expenses in conjunction with Company policy HR-AC- 27 for Hourly/Craft Personnel at revised maximum of \$5,000 for Oyster Creek Employees.

26. Operations Settlement Agreement dated December 20, 2013


As agreed in the subject agreement and discussed between the parties the following provisions of that settlement are due payment throughout the plant operations as extracted from the settlement and described below:


“Reactor Operators will receive on an annual basis **\$4,000** and Equipment Operators **\$1,000**. For example, the 2013 payment will be paid in January 2014. These annual installments will end upon plant shut down with the final payment being in January following plant shut down.”

FOR THE COMPANY


Veronica Prestinari
Date 12/20/13

FOR THE UNION

 for Ed Stroup
Ed Stroup
Date 12/20/13


John Rayment
Date 12/20/13

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