

## Outage Memorandum of Agreement For Maintenance Employees

This Memorandum of Agreement (MOA) is between Exelon, hereinafter referred to as "the Company" and the IBEW Local 15, hereinafter referred to as "the Union". This Agreement will be effective for the mobilization of resources associated with scheduled refueling outages.

The parties will hold a Labor/Management Committee meeting after each Spring outage cycle to evaluate the terms of this MOA. This Agreement shall remain in effect concurrent with the present and any subsequent Exelon Nuclear Travel Agreement for Local 15 represented employees.

This Agreement *shall not* change any provision of the current Collective Bargaining Agreement or applicable arbitration awards except as expressly provided for below. This Agreement is intended for use only during scheduled refueling outage periods for the departments designated in this agreement and shall not set a precedent for any future agreement or action by either party.

Management will determine the numbers and classifications of travelers needed to support scheduled refuel outages. The number of travelers will be, as far as practicable, equally divided among the sending sites. The sending sites will not modify the posting and will post for the numbers and duration requested by the receiving site. The sending sites will allow travelers to be released at the numbers and duration of the posting.

Both parties remain committed to exploring alternatives that will more fully utilize IBEW Local 15 employees, such as working employees on uncovered equipment per 10 CFR 26.

In the event that the breaker is closed mid-week (M – F) employees will be guaranteed to receive their 40 hours of basic pay by remaining on their respective outage schedules for the remainder of their basic work week. If any overtime inequities occur between employees, due to the breaker closing mid-week (M - F), the employees will be offered the hours of work to equalize overtime.

### **I. Schedules:**

***A. Maintenance employees*** will adhere to the following requirements:

Maintenance employees (Mechanical, Electrical and Instrument Maintenance) that are currently limited to working 72 hours per week (6- 12's) due to LS-AA-119 "Overtime Controls" and 10 CFR 26 work hour limitations during outages will work the following schedule as noted below and in the example:

1. Maintenance employees will continue to work 6 -12's:
  - a. Employees will work 4 – 10 hour regular days per week and 2 hours of overtime each regular work day for a 12 hour work day, four days per week;
  - b. Employees will work two 12 hour overtime days: the 5<sup>th</sup> (X1) and 6<sup>th</sup> (X2) day worked will be paid at time and one half and double time respectively;
  - c. Employees will be scheduled one unpaid day off per week

2. As a result of the four day schedule all employees will have one day off per week Monday through Friday as an additional regular day off.
3. The day in the employees' schedule not worked will be selected by seniority and will be evenly distributed throughout the week (Monday through Sunday) to provide consistent staffing. Saturday and Sunday will continue to be considered RDO's.
4. In consideration for the utilization of a 10 hr shift schedule, the 2 hours of overtime worked per day will be compensated at the double time rate. In addition, Maintenance employees working the 4-10 hour shift schedule shall continue to be eligible for a meal or meal money allowance after working 10 hours.

***Maintenance Example Schedule:***

Schedule	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A		X	X	X	X	X1	X2
B	X		X	X	X	X1	X2
C	X	X		X	X	X1	X2
D	X	X	X		X	X1	X2
E	X	X	X	X		X1	X2
F	X	X	X	X	X1		X2
G	X	X	X	X	X1	X2	

X=10 hours straight time plus 2 hours double time  
 X1=12hours time and one half  
 X2=12 hours double time  
 Shaded=Selected RDO

5. Vacation (4 – 10's)
  - a. Vacation shall be granted in half or full day increments (5 or 10 hours). Therefore, employees scheduled for 10 hour days will have either 5 or 10 hours deducted from their vacation bank.
  - b. Partial vacation days resulting from this calculation will be taken in whole or part day vacation subject to supervisory approval. Therefore, employees having remainders of less than 8 hours will be allowed to take such time as partial days with supervisory approval.
  
6. Holidays (4-10's)
  - a. When a holiday is observed on an employee's basic work day, the employee may be given the day off and shall be paid at the employee's basic hourly rate of pay for ten hours.
  - b. When an employee works on a holiday which is observed on one of the employees basic work days, the employee shall be paid at the their basic hourly rate of pay for the day (10 hours) and in addition, shall be paid on the following basis for any hours which are allocated to the holiday:
    - i. Time and one half for any hours during the employee's regular schedule for the basic work day.
    - ii. Double time for any hours worked outside of the employee's regular schedule for that basic work day.
  - c. When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive) and the employee does not work, the employee shall be paid 8 hours at the applicable overtime rate. However, if the employee works, the employee shall be paid in addition at the rate of time and one half for the first 8 hours worked on

the employee's regular day off. Double time will be paid thereafter for time worked which was allocated to the holiday.

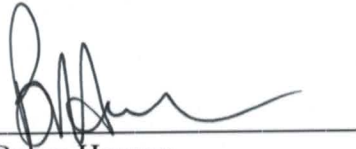
## **II. Postings:**

- A. **Postings:** In an effort to comply with section 1 of the Exelon Nuclear MWROG Travel Agreement and eliminate the need for unscheduled travel requests, sites will post for the number of travelers required for the SCHEDULED DURATION of their outage, normally not to exceed 21 days, and not a standardized two week posting. Each site will post for the resources needed by department by week; this may result in more travelers arriving at a site in certain week(s) of an outage. **For example:** Mechanical Maintenance: Week 1 – 50 travelers, Week 2 - 70 travelers; Week 3 – 50 travelers.
1. Posting for the duration of an outage is to allow for scheduling of travelers through the ending of the shift when the breaker closes and to address high volume work activities (bow-waves) during an outage, not to reduce the current normal number of weekly travelers from the maintenance shops. When posting for supplemental travelers, as in the Maintenance example above, there will be two postings; one for the outage duration and the other for the supplement. In this example one posting would be for Weeks 1 to 3 – 50 travelers, the other for Week 2 – 20 travelers. The employees with the least amount of travel time will be offered the longest duration posting first.
  2. When an outage is scheduled for longer than 21 days, management may elect to post for a 21 day duration that aligns with the scheduled work for each work group; followed by an additional posting for travelers if required. As an example, a scheduled outage with a duration of 34 days may call for IMs to travel the final 21 days of the outage, EMs and MMs to travel the first 21 days of the outage. The need for supplemental travelers outside of these timeframes may be posted as required to complete work.

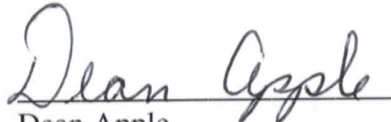
## **III: General Provisions:**

- A. Non-Shift employees working the night shift shall have their rate of pay and hours worked credited to the day their shift ends. **For example:** If an employee works 1900 Sunday - 0700 Monday, all hours worked will be paid at the rate of pay as if all the hours worked occurred on a Monday.
- B. All traveling employees receiving per diem will continue to be eligible for 7 days of per diem and the additional per diem if all requirements of the CBA are adhered to.
- C. Outage (home) site employees' shift selections shall be selected prior to travel requests being posted and filled and shall not be modified regardless of the number of Local 15 travelers to the outage site.

D. The parties agree that they will interpret this agreement to comply with all applicable federal, state and local laws, including any requirements imposed by 10 CFR 26, as amended.



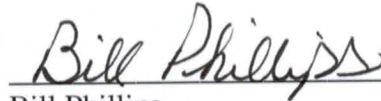
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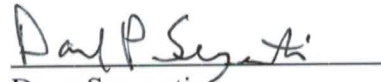
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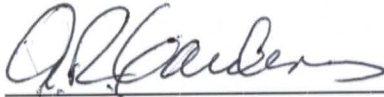
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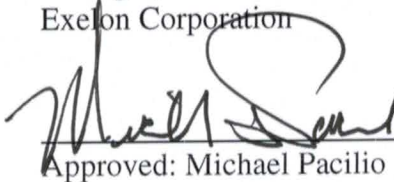
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6/12/12  
(date)

Approved: Michael Pacilio