

Outage Memorandum of Agreement For Operations, Radiation Protection, Chemistry, Fuel Handling, Supply and Clerical 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. Fuel Handlers will continue to travel under the guidelines set forth in the Exelon Generation Fuel Handling Agreement dated April 23, 2002. 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.

I. Operations

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

1. Nuclear Station Operators assigned to the Outage unit and Equipment Operators will work an alternating 5 by 2, 6 by 1 or a 4 by 1 schedule for the duration of the outage. Each employee who works 6 days per week will have a minimum of 12 hours per week designated as double time.
2. Nuclear Station Operators assigned to the Online unit will be limited to working an average of 54 hours per week over a 6-week cycle due to LS-AA-119 "Overtime Controls" and 10 CFR 26 work hour limitations during outages. Normally, four operators will be assigned per shift to cover the online unit. On the first and last day worked of each week of the outage as defined with the first paragraph of this agreement, all hours worked over eight hours will be compensated at the double time rate. Additionally, during the 4-day workweek, the company shall apply an extra 8 hours towards those employee's pension credits.

3. Assignment of Nuclear Station Operators to the online unit will be done by requesting volunteers and if there are insufficient volunteers the assignment will be done in reverse seniority order.

II. Chemistry and Radiation Protection

A. *Chemistry and Radiation Protection employees* will adhere to the following requirements:

1. Chemistry and Radiation Protection employees assigned to ERO roles will work an alternating 5 by 2, 6 by 1 or 4 by 1 schedule for the duration of the outage. Each employee who works 6 days per week will have a minimum of 12 hours per week designated as double time.
2. If Chemistry and Radiation Protection employees assigned to the non-ERO positions, as defined under 10 CFR 26, work a 72 hour schedule of 6-12's, each employee will have a minimum of 12 hours per week designated as double time.
3. For the Chemistry and Radiation Protection departments only, there shall be an exception to Section 4 of the Exelon Nuclear MWROG Travel Agreement for ERO designated employees only.

III. Fuel Handling

A. *Fuel Handling employees* will adhere to the following requirements

1. Fuel handling employees assigned to the non-fuel moving positions are currently limited to a 72 hour schedule of 6-12's. These employees will have a minimum of 12 hours per week of the schedule designated as double time.
2. Fuel Handling employees assigned to the fuel moving positions will work an alternating 5 by 2, 6 by 1 or a 4 by 1 schedule for the duration of the outage. Each employee who works 6 days per week will have a minimum or 12 hours per week designated as double time.

IV. Schedules

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:*** Radiation Protection: Week 1 – 20 travelers, Week 2 - 30 travelers; Week 3 – 20 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 affected departments. When posting for supplemental travelers, as in the Radiation Protection 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 – 20 travelers, the other for Week 2 – 10 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 Operators to travel the final 21 days of the outage and Radiation Protection Technicians 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.

B. ***Overtime Equalization:*** Differential hours between Operations employees assigned to the online versus outage unit, RP and Chemistry employees assigned to ERO vs. non ERO positions, and Fuel Handlers assigned to fuel moving positions vs. non-fuel moving positions, will be banked. Banked hours will be offered, worked and paid at the applicable rate for hours lost for every week of the respective refueling outage. Banked overtime will be offered to employees within 100 days after the outage has ended. The work offered will be productive work. Emergent overtime will not be counted against an employee's bank. During the Labor/Management Committee meetings the parties will discuss lessons learned to apply to future outages, and will review banked overtime. The remedy for failure of the company to properly offer the "banked" overtime hours within the specified time limits shall be payment in full for all outstanding hours at the applicable rate of pay. This section applies to Fuel Handlers only if current Fuel Handling overtime hour equalization practices cease.

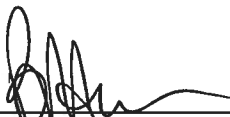
C. ***Ops, RP, Chemistry, and Fuel Handling Schedules:*** During these outages Ops, RP, Chemistry and Fuel Handling will have an option, as determined by simple majority vote of receiving site employees by department, to work a 4 by 1 schedule or to work the 5 by 2, 6 by 1 schedule. The 5 by 2, 6 by 1 schedule will be the default schedule should the 4 by 1 schedule not be voted in. Management will provide the agreed upon schedule for vote and voting on this alternative must be completed four (4) weeks prior to the travel posting. To account for scheduling transitions the 4 by 1 schedule will be effective beginning in 2012 or 2013 as determined by vote.

V. General Provisions:

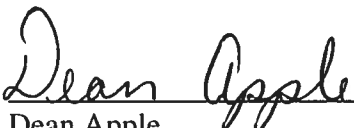
- A. Currently Clerical and Nuclear Supply employees are not covered under the 10 CFR 26 work hour limitations. All overtime hours must be authorized by the respective employee's department.
- B. Non-Shift and Shift employees working the night shift shall have their rate of pay and hours worked credited 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.


- C. 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.
- D. 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. This section does not apply to Fuel Handling shift selections.
- E. 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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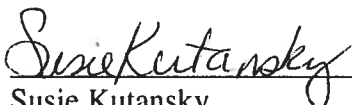
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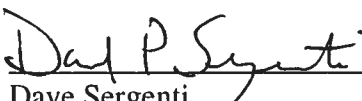
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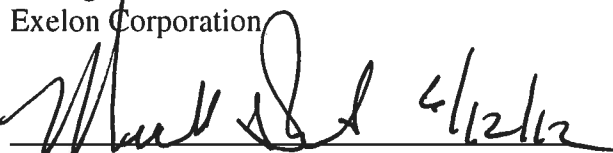
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Approved: Michael Pacilio (date) 4/12/12