



Collective Bargaining Agreement
And
Supplement to Collective Bargaining
Agreement
between
Exelon Generation
and
IBEW Local 15

May 1, 2013 to April 30, 2019



Exelon®



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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
EXELON GENERATION LLC
AND
LOCAL UNION 15 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
PREAMBLE**

This Agreement is made by and between Exelon Generation LLC (Nuclear), (hereinafter called ("the Company")), and Local Union 15 (hereinafter called the "Union") of the International Brotherhood of Electrical Workers (hereinafter called the "Brotherhood"). This Agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority or regulatory body, including but not limited to the Illinois Commerce Commission, and except in cases of liquidation or condemnation or sale or transfer (i) to any entity which has the authority to initiate condemnation proceedings, or (ii) pursuant to any right granted prior to the date hereof, in the event of a sale or transfer of one (1) or more of the Company's generating stations and/or business units, to another person, company, corporation, or firm during the term of this Agreement, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement. This paragraph shall not apply with respect to any generating station which was the subject of a sales agreement entered into before the date of this Agreement. The parties hereto agree with each other as follows:

**ARTICLE I
Representation and Recognition**

1. The Union, having been certified by the National Labor Relations Board as the bargaining agency for certain employees in the bargaining unit defined as

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the Nuclear Physical and Clerical workers is hereby recognized by the Company as the exclusive bargaining representative for all employees in such unit.

2. The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof.
3. The Company recognizes authorized representatives of the Brotherhood and the Union as the representatives of the Union.

ARTICLE II Union-Company Relationship

1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.
2. In the election conducted by the National Labor Relations Board, the Union has been duly authorized to make the agreement set out in this Section. In the interest of cooperation and harmonious relationship, the Company and the Brotherhood agree that:
 - (a) All regular employees, other than guards, who on August 1, 1946, were members of the Brotherhood, and all employees, other than guards, who become members after that date, shall as a condition of employment, maintain their membership in the Brotherhood during the term of this Agreement. The Union, the Brotherhood,

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their officers, and their members, shall not intimidate or coerce employees into joining the Brotherhood.

- (b) All persons, other than guards, hired after July 31, 1946, shall as a condition of employment, join the Brotherhood within ninety (90) days after date of employment and maintain membership in the Brotherhood during the term of the Agreement.
 - (c) The Brotherhood will accept into membership any present employees and all persons hired after July 31, 1946, upon reasonable terms and conditions. Employees in job classifications, deemed by the parties to perform the functions of guards, were excluded from participation in the above mentioned election conducted by the National Labor Relations Board.
3. The Company agrees that during the period of this Agreement, there shall be no lockout of members of the Union. The Union, its membership, individually and collectively, agree that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.
 4. There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents, against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union. The Union, or its agents, will not solicit members, engage in organization work, or any other Union activities, during the working time of employees, except as provided in Article VIII of this Agreement.

5. Neither the Company nor the Union through their officers, members, representatives, agents, or committees, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.
6. Posting of official Union notices on Company property shall be permitted and definite space shall be allotted for this purpose.
7. Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for a period of one (1) year, or until the termination of the current Agreement between the Company and the Union, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the employee to the Company and the Union, not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Agreement between the Company and the Union, whichever occurs sooner.

ARTICLE III
Seniority, Promotions, Transfers, Layoffs,
Reemployment

1. This Article shall apply to those carried on the payroll as "regular" employees full-time and part-time, and shall not apply to those carried on the payroll as "temporary" employees. Regular

employees are engaged without time limitation. Temporary employees are engaged for work which, it is anticipated, will continue for a limited period in jobs which will not result in loss of regular employment for regular employees.

"Part-time regular employees" shall apply to those employees scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. It is further agreed that these employees shall be scheduled a minimum of 1,040 hours annually, and may be scheduled up to a maximum of 1,664 hours annually.

2. A new employee, other than one classified as temporary, shall be termed a "probationary" employee. The probationary period shall be three (3) continuous months. A probationary employee may be discharged any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of Article VIII. Upon completion of the probationary period, the employee shall be placed on the applicable seniority list as a regular employee and immediately credited with the seniority and service that accumulated during the probationary period.
3. Length of employment in the Company shall be "service." Length of employment in a particular job classification within the Nuclear Physical department within the Company shall be "seniority." Service and seniority will be in accordance with the Company's records, but cannot include time spent in the Company prior to a break in service that has not been joined. If two (2) or more employees are promoted to the same job

classification on the same date, their seniority order in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted.

Seniority in a Clerical job classification within the Company shall be based upon promotional service date. Promotional service date shall be in accordance with the Company's records and shall include only service spent in Clerical job classifications and not Company service spent prior to a break in service which has not been joined or time spent in a production or maintenance job classification.

4. During the term of this Agreement, the Company will semi-annually supply to the Union lists showing seniority and service of regular Nuclear Physical employees. These lists shall show, by promotional series and job classification, the following: (a) employee's name; (b) seniority; (c) service. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

In addition, during the term of this Agreement the Company will semi-annually supply to the Union, lists showing the job classification and promotional service date of regular Clerical employees. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

5. Bi-weekly the Company will inform the Union of personnel changes that affect the respective Nuclear Physical and Clerical seniority lists.

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6. A job classification shall be "higher" when it carries a higher schedule maximum. "Promotion" shall mean advancement to a higher job classification.
7. In cases of promotion to higher job classifications within the bargaining unit, the factors to be considered shall be ability and seniority for Nuclear Physical employees and ability and promotional service date for Clerical employees. Where the ability of the employees under consideration is substantially equal, the employee highest on the applicable list will be the one promoted. In case of promotion, if the employee who is highest on the applicable list is not selected, the employee shall be informed by the Company of the reason why they were not promoted. The Union will be furnished the names of employees not promoted in accordance with the above. Eligibility for promotion will be in accordance with the attached Exhibit B, except as hereinafter provided.
8. When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists (Exhibit B), the Company shall post a notice on bulletin boards, for a period of ten (10) calendar days, excluding Sundays and holidays, announcing the open position. (The entrance job classifications referred to are those indicated on the promotional list, Exhibit B.) Employees desiring to be considered should make written application setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no grievance.

9. If no qualified employee is available for the vacancy or newly created job classification in the Nuclear Physical or Clerical promotional series, either from the next lower job classification in the promotional series, or as a result of the bidding procedure, then the Company may select any employee, or hire someone to fill such job after notifying the Union.
10. In the event an employee chooses not to accept a promotion or transfer, it shall have no effect on their future opportunities for promotion.
11. An employee who is promoted shall be given not more than a ninety (90) day training and qualifying period for determination as to whether or not the employee can meet the job requirements. If it is decided the employee is not competent to perform the work of the new job classification, the employee will be transferred back to their former job classification. Nuclear Physical employees shall have included in their seniority the time spent in the higher job classification and Clerical employees will continue to maintain their promotional service date.
12. The Company will afford the senior employee in a job classification a reasonable opportunity to be trained for the next higher job in their promotional series to the extent that the Company finds it practicable to provide such training taking into account the job requirements and working conditions involved. This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any particular time.

13. When a Nuclear Physical or Clerical employee is temporarily assigned to other work, the employee's seniority or promotional service date will continue to accrue in their regular job classification.
14. When filling a vacancy in an existing or newly created management job classification by promoting from the bargaining unit, the Company will post a notice on bulletin boards in the division affected for a period of ten (10) calendar days, excluding Sundays and holidays, announcing the open position. Employees desiring to be considered should make written application setting forth their qualifications. Before the promotional appointment is made, the Company will discuss the matter with the Union. The provisions of this Section shall not be subject to the provisions of Article VIII.
15. Whenever, by reason of the workload, the Company contemplates a layoff, the Company will negotiate with the Union to formulate a program for spreading the work, moving employees from one group or department to another, or other appropriate action as provided for in the Seniority Agreement dated February 19, 1996. Should the Company and the Union be unable to agree upon such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply:

When a reduction in force is necessary, temporary and probationary employees will be laid off first.

Reduction in Force – Clerical

To identify the actual employees in job classifications to be affected by a work force reduction, the following actions will be taken:

- A. Seniority for Clerical employees specific to the layoff process will be established within three (3) respective business unit groups as follows:
- Nuclear Clerical employees
 - Commercial Clerical employees
 - Business Services Clerical employees
- B. Promotional service date in each of their respective business unit groups above will determine which employees shall:
- 1) be transferred or demoted to the next lower job classification within their respective business unit group in which they previously had performed the work; or,
 - 2) be demoted to the next lower job classification within their respective business unit group, provided they are able to perform the work.
 - 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain their right to recall as defined in this Article.
 - 4) An employee laid off as a result of the application of number 3) above who is not recalled within the provisions contained in this Article within two (2) years shall have no further rights to reemployment.

- (a) Employees recalled after a layoff, returning to a location other than the one the employee left as a result of the layoff, will remain eligible to be recalled to their layoff location until he / she rejects a position at his / her former classification and location.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the work force reduction steps described in A and B above, employees in the entry level job classifications, Entry Clerk, Office Service Representative, and Office Service Specialist, will be merged across business unit groups into one (1) list and their respective service dates will govern. If the required number of layoffs necessary is not achieved at these entry levels, the process would then involve employees in other job classifications within the business unit group(s) implementing the downsizing effort based upon seniority in their individual promotional series.
- D. Management will determine the need to rebalance the work force across business units, as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements,

radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

Reduction in Force - Nuclear Physical

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Seniority for employees, as listed below in the nuclear business unit, will apply on a station-by-station, department – by - department basis for purposes of demotion and/or bumping rights (applied as described in paragraph A. 1) and 2) below within their respective station):

Operating	Radiation Protection
Electrical Maintenance	Chemistry
Mechanical Maintenance	Material Handling
Instrument Maintenance	Fuel Handling*
Facilities Maintenance	

* Reference Fuel Handling Agreement in the Supplement on page 266 for workforce reduction.

- 1) be demoted to the next lower job classification in accordance with the lines of demotion set forth in Exhibit B; or,
- 2) be transferred or demoted to a job classification within the nuclear business unit in any departmental promotional series in this Agreement in

which the employee previously had seniority provided the job classification to which the employee is transferred or demoted is not higher than the highest job the employee had previously held in that promotional series.

- 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain the right to recall as defined in this Article.
- 4) An employee laid off as a result of the application of number 3) above, who is not recalled within the provisions contained in this Article within two (2) years shall have no further rights to reemployment.

(a) Employees recalled after a layoff, returning to a location other than the one the employee left as a result of the layoff, will remain eligible to be recalled to their layoff location until he / she rejects a position at his / her former classification and location.

- 5) In the event a layoff of Nuclear Physical employees is necessary, Local 15 Nuclear Physical employees in Promotional Series A, B & E will be permitted to exercise their contractual rights to bump into the Facilities Maintenance Technician and Lead Facilities Maintenance Technician classifications, regardless of whether or not they have previously held that

position. Bumping provisions will be exercised contingent upon employees meeting the respective qualifications of the Facilities Maintenance Technician and Lead Facilities Maintenance Technician classifications.

- B. Nuclear Physical employees identified for demotion or transfer upon completion of the work force reduction steps described above will be merged into one (1) list in service date order.
- C. In the event that a layoff becomes necessary and the affected employees on the merged list as described in B above have greater service than Station Laborers, these employees may, contingent upon meeting the respective qualifications, displace employees in the Station Laborer job classification. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.
- D. Demoted employees displacing Station Laborers, as a result of a layoff in accordance with C. above will be afforded special consideration as follows:
 - 1) The rates of pay for these employees would not be adjusted until after a three (3) month "transition period" from the time of placement into their new positions, during which the employees may be assigned work of lower job classifications and receive site specific training, etc.

- 2) Demoted employees will be afforded preferential seniority to facilitate their return to their previous level by being placed at the top of the Station Laborer seniority list for each site.
 - 3) These employees will be afforded a one-time opportunity to return to their former work location should an opening occur in their previous job classification. This opportunity will be effective only for the period of time that these employees are placed into the Station Laborer job classification. This offer will also be voided should the employee accept a promotion at the new location.
 - 4) Employees refusing a promotion at their new work location during the transition period will have their rate of pay adjusted to the maximum rate of pay of the Station Laborer job classification.
- E. In the event of the closing of a generating station, the Company will discuss the impact and determine the appropriate utilization of bargaining unit employees after placement in accordance with the layoff procedure contained in this letter. Station management, at their discretion and based upon workload, may determine a need to assign demoted Nuclear Physical employees who have exercised their bumping rights into the Station Laborer job classification to work commensurate with their actual level of training, expertise, and rate of pay prior to demotion.

- F. Management will determine the need to rebalance the work force as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements. All medical requirements, radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.
16. When employees are being laid off on account of lack of work in one department and additional employees are being hired in another department, the Company shall consider the employees being laid off for employment in the other department, provided they are qualified to perform the work and there are no former employees of that department who must be offered the jobs in accordance with the provisions of this Agreement.
17. Should there be a reduction in force, the employees who are the Vice President, Recording Secretary, Treasurer, and Chief Stewards of Local Union 15, shall continue at work as long as there is a job in their own department, in job classifications covered by this Agreement which the Officers or Chief Stewards are qualified to perform. In any such case the employee whose work the Officers or Chief Stewards are qualified to perform shall replace an employee of less seniority, except that employees who have returned from military service shall not be so replaced for a period of one (1) year following their return to Company employment.

The Union shall inform the Company in writing of the names of these Officers and Chief Stewards.

18. (a) Eligible employees or former employees who have, because of lack of work, been demoted, transferred, or laid off shall be recalled in accordance with the provisions of this Section before a vacancy is filled by the promotion, transfer, or hiring of an employee who is not eligible for recall. Employees or former employees will remain eligible for recall until he / she accepts or rejects a position at his / her former classification and location.
- (b) If the vacancy to be filled is in an entrance job classification, employees or former employees who are eligible for recall and have seniority in that promotional series shall, if they meet the job requirements, be offered the job in the order of their service. If the vacancy is not filled in this manner, eligible employees or former employees who have seniority in any job classification within the department shall, if they meet the job requirements, be offered the job in the order of their service except that no employee presently on the payroll of the department in which the vacancy occurs will be offered a recall to an entrance job classification in their present department, unless such offer is to a promotional series from which the employee has been removed because of lack of work.
- (c) If the vacancy to be filled is other than an entrance job classification, employees or former employees who are eligible for recall shall, if they meet the job requirements, be

offered the job in the order of their seniority, provided:

- 1) It is a job classification from which the employee had been laid off, transferred, or demoted because of lack of work; or,
 - 2) It is a job classification within their former promotional series which is not higher than the job classification in that series that the employee held prior to demotion, transfer, or layoff because of lack of work; or,
 - 3) It is a job classification within the same promotional series in which the employee still retained seniority, although not one from which the employee was directly laid off, transferred, or demoted because of lack of work.
- (d) If a laid off employee is to be offered a vacancy in accordance with the provisions of this Section, notification shall be sent to the employee at the latest mailing address supplied to the Company, or given to the employee personally, and a copy of the notification shall be sent to the Union. If the employee wishes to accept the job offered, they shall so notify the Company within six (6) calendar days, excluding Sundays and holidays, after such notification was mailed or given to the employee and shall report for work within twelve (12) calendar days, excluding Sundays and holidays, of the date the notice was mailed or given to the employee.

- (e) A laid off employee, re-employed in accordance with the provisions of this Section shall be credited with the service which they had accumulated as of the date of their layoff.
 - (f) The seniority of employees recalled shall be determined in accordance with the rules governing the computation of seniority.
 - (g) An employee returned to their former job classification in accordance with the provisions of this Section shall be paid the rate of pay they formerly received in that job classification, or if there has been a change in rate of pay schedule, the rate which corresponds to their former rate of pay taking such change into consideration.
 - (h) If an employee does not accept a job offered in accordance with the provisions of this Section, they need not be notified of subsequent vacancies.
 - (i) Nothing in this Section shall prevent the hiring of new employees or the use of present employees to fill the job temporarily until the laid off, transferred, or demoted employee can be obtained.
19. An employee who declines employment into a position outside the department from which the employee was laid off shall retain the right to recall as defined in this Article.
20. In addition, as a result of the application of the layoff provisions contained in this Section, employees eligible for recall, may be offered the opportunity subsequent to being laid off to accept

entry level positions in the event hiring is taking place in other departments in which the employee is not subject to recall provided they are qualified and there are no former employees of that department who must be offered the jobs in accordance with the provision of this Article.

21. In case of demotion of a Nuclear Physical or Clerical employee other than "reduction in force," if the employee is returned to a job classification in which they previously had seniority or promotional service date, the employee shall assume in it the seniority or promotional service date they had accrued in such job classification plus that accumulated in the higher job classification. If the employee is demoted to a job classification in which they did not previously have seniority, the employee shall assume in it the seniority they accumulated in the higher job classification.
22. Any employee who is transferred from a position within the Bargaining Unit to a position outside of the Bargaining Unit shall, after a ninety (90) day period, cease to accumulate seniority or promotional service as of the date of their transfer.

Where an employee is demoted or transferred at their own request to a job classification outside their promotional series but within their present department, the employee shall start in their new job classification with zero seniority, unless the employee has seniority in the new promotional series because of previous employment in that promotional series. In such a case, the employee shall retain the seniority they previously accumulated in the same, equivalent, or higher job classifications in the new promotional series, but shall not be credited with the seniority that they

had in the job classification from which they demoted or transferred.

If an employee had not previously been employed on work included in the Bargaining Unit, the employee shall not be returned to a job classification in the Bargaining Unit unless by mutual agreement.

23. In the case of a regular employee who has given long and faithful service and who is unable to carry on their regular work to advantage, the Company will attempt to place such employee on work which the employee is able to perform. In such cases, the other provisions of this Article shall not apply and the employee shall be accorded seniority in their new job equal to that which the employee had in the job classification they left, if the employee is transferred to an equal or lower job classification.
24. Any regular employee on a military leave of absence shall, upon reemployment, have the period of their absence added to the service the employee had at the time of their entry into military service.

The Company and the Union will jointly determine what seniority or promotional service date and position must be given a returning veteran to comply with the Universal Military Service and Training Act. If they cannot agree or if their decision is disputed by the veteran or any official having responsibility for the administration of the Act, the Company and the Union will follow the advice or ruling of the local office charged with responsibility for the administration of the Act, or any higher official to whom the veteran, the Company, or the Union appeals unless the Company and the Union agree to contest such advice or ruling. The Company may make

adjustments in positions and seniority necessary to reflect the seniority or promotional service date and position given the returning veteran pursuant to the above provisions.

25. A regular employee who may be elected or appointed to an office in the Brotherhood, or Union covered by this Agreement, whose election or appointment requires their absence from duty with the Company, shall be granted a leave of absence without pay for the employee's term of office and they shall continue to accumulate seniority and service throughout such term of office and shall, upon expiration of their leave of absence, be reinstated in accordance with their seniority provided the employee is physically qualified.
26. An employee with five (5) or more years of Company service who is unable to perform their regular work to advantage because the employee was injured while at work for the Company, will be given preferential treatment and transferred to a job within their capabilities. Such an employee will be allowed to advance in the regular manner to the maximum of their job classification at the time of the transfer. However, future general changes in wage rates will be applied to the transferred employee in the same manner as to other employees in the job classification which the employee is in at the time of such general wage change. In such cases the provisions of Article III of the CBA shall not apply and the employee shall be accorded seniority in their new job classification equal to that which they had in the job classification they left if they are transferred to an equal or lower job classification.
27. A reasonable number of engineers or other employees with special experience or training may

be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this Agreement nor shall their employment affect the status of other employees covered by this Agreement.

ARTICLE IV

Hours of Work, Overtime, and Holidays

1. The basic workweek shall normally consist of five (5) regularly scheduled basic workdays within the workweek. Normally there shall be two (2) regularly scheduled, consecutive days off. Neither of these two (2) days shall be considered as part of the basic workweek even though an employee is scheduled to work on either or both of these days. The basic workday shall normally consist of eight (8) hours of work which shall be consecutive except when time out for a meal is scheduled, but presently established exceptions to the basic workday of eight (8) hours shall be continued in effect unless changed in accordance with the provisions of this Agreement.
2. For the purpose of timekeeping, a workweek shall begin and end at midnight, Sunday night.
3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the basic workday hours are worked. If the hours of a basic workday are evenly divided between two (2) calendar days, the basic workday shall be allocated to the date on which the basic workday ends.

If, because of the application of this Section, two (2) basic workdays are allocated to the same

calendar day, straight time shall be paid for the basic workday hours of both basic workdays.

Overtime shall be allocated to the calendar day on which it is worked.

4. An hourly premium will be paid for the hours specified in this Section. Such premium shall be equal to 5.25% of the "A rate of pay" as computed on the effective date of the general wage increase. Future adjustments will be made in the same manner on the effective date of any general wage increase.

	"A" Rate	Shift Premium
4/1/2014	44.46	2.33
4/1/2015	45.57	2.39
4/1/2016	46.71	2.45
4/1/2017	47.88	2.51
4/1/2018	49.08	2.58
4/1/2019	50.31	2.64

NOTE: Computations will be rounded to the nearest cent.

- (a) If an employee's basic workday begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of Article IV.

Illustrations: If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., is called in two (2) hours early, the employee receives no premium.

If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00

p.m., continues at work for an additional shift from 3:00 p.m. to 11:00 p.m., the employee receives no premium for this additional shift.

If an employee, whose regular shift on a basic workday is from 3:00 p.m. to 11:00 p.m., is called in two (2) hours early, the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., is required to continue at work for an additional shift from 7:00 a.m. to 3:00 p.m., the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., works two (2) hours overtime, the employee receives the premium for all hours worked.

- (b) If on an employee's regular day off, the employee is required to work as a part of their established work schedule and the work period begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.

Illustrations: If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., has an established work schedule on their days off from 3:00 p.m. to 11:00 p.m., the employee receives the premium for the hours worked.

If an employee, whose regular work schedule is from 3:00 p.m. to 11:00 p.m., has an established work schedule on their days off from 7:00 a.m. to 3:00 p.m., the employee does not receive the premium for the hours worked.

- (c) If all of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium for all hours worked on their regular days off during the same week as defined in Section 2 of Article IV.

Illustrations: If an employee, whose regular schedule throughout the basic workweek is from 7:00 a.m. to 3:00 p.m., is called out on a day off, the employee does not receive the premium regardless of the hours of the call-out.

If an employee, whose regular schedule throughout the basic workweek is from 3:00 p.m. to 11:00 p.m., is called out on a day off, the employee receives the premium regardless of the hours of the call-out.

- (d) If some, but not all, of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium on regular days off for all hours worked during a work period which begins before 6:00 a.m. or ends after 8:30 p.m.

Illustrations: If, during an employee's basic workweek, they work a day shift one (1) day or more and an afternoon or night shift one

- (1) day or more and then is called out on their day off:
- (1) If the employee's call-out period begins before 6:00 a.m. or ends after 8:30 p.m., the employee receives the premium for the hours worked.
 - (2) If the call-out period begins after 6:00 a.m. and ends before 8:30 p.m., the employee does not receive the premium for the hours worked.
- (e) If, under the conditions specified above, the premium is to be paid for hours that are compensated at an overtime rate, the applicable overtime rate shall not be applied to the current hourly premium.
5. A regular employee who is scheduled to work on Sunday as a basic workday shall be paid a premium of 25%, computed upon the basis of the employee's basic hourly rate of pay, for the hours worked during such basic workday; provided, however, that if any overtime rate shall be applicable to such hours, no Sunday premium shall be paid for such hours.

For work on Sunday, which is not a part of a basic workday, no Sunday premium shall be paid, but the appropriate overtime rate, computed upon the basis of the basic hourly rate of pay, shall be paid.

6. "Shift" work is that which regularly operates twenty-four (24) hours a day, seven (7) days per week, including Sundays and holidays. An employee who is assigned to such work shall be designated as a "shift" employee.

"Semi-shift" work is that which regularly operates in varying degrees during the day or night including Sundays and holidays. An employee who is assigned to such work shall be designated as a "semi-shift" employee while so assigned. The number of "semi-shift" employees and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

All other work shall be classified as "non-shift" and an employee assigned to such work shall be designated as a "non-shift" employee. A "non-shift" employee shall not have Sunday scheduled as a basic workday.

An employee may be changed from one to another of the above categories upon adequate notice as defined in Section 12 of this Article.

It is recognized that, because of differences in operating requirements, some job classifications may cover more than one of the types of work listed above.

7. Regular work schedules of the basic workweek shall be arranged equitably within each work group where it is applicable, and within the limits of reasonable operating procedures, days off shall be rotated. These schedules shall be posted in advance. If a schedule is unsatisfactory, it will be brought to the attention of the Company and a change will be made, if possible, within the limits of reasonable operating procedures.

Posted shift schedules in the generating stations shall be arranged in such a manner that an employee's basic working hours shall be the same for at least three (3) consecutive basic workdays. Changes from the posted shift schedule shall be

made in accordance with Article IV, Section 12 of the Collective Bargaining Agreement.

8. Upon written request of the Union, the Company will establish a rotating schedule in any specified work group that has more than one (1) schedule of working hours per day.
9. To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight (8) hours off between leaving one (1) shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established rotating schedule.
10. With the consent of their immediate supervisor, employees shall have the privilege of exchanging shifts within the same workweek, by individual arrangement, provided the change can be accomplished without additional cost to the Company and without violation of any applicable laws or governmental regulations.
11. Presently established daily working hours of the basic workweek will be continued in effect unless changed in accordance with the provisions of this Article.
12. In case of a change in the basic workdays of an employee's basic workweek, notice of at least forty-eight (48) hours shall be given prior to the change. If not given this notice, the employee shall be paid at the overtime rate on the first day of the new schedule.

Similar notice shall be given prior to a change in the daily working hours of the basic workday. If such notice has not been given, or if a change in scheduled working hours is for less than three (3)

days, then the employee shall be paid at the overtime rate on the first basic workday of the new schedule for those hours worked outside their previously scheduled hours.

Forty-eight (48) hours' notice shall be considered to have been given if the employee is notified of the proposed change before the employee is released from duty on the second day preceding the change.

13. Overtime shall be paid at the rate of time and one-half for all hours worked outside of the scheduled hours of the basic workweek, except that:
 - (a) On holidays, time shall be paid in accordance with the provisions of Section 24 of this Article.
 - (b) Double time shall be paid for all overtime hours that are allocated to the calendar day of the employee's second regular day off in a week as defined in Section 2 of Article IV.
 - (c) Double time shall be paid for extended periods of work as defined in Section 15 of Article IV.

Overtime shall be computed to the nearest one-half hour.

14. An employee shall not be required to take time off during basic workdays in lieu of overtime worked or to be worked. However, this shall not prevent changes in scheduled working hours or workdays in accordance with the provisions of Section 12 of this Article.

15. An employee who has worked overtime shall be entitled to a rest period as follows:
 - (a) An employee who has worked more than sixteen (16) hours continuously, or more than eight (8) hours overtime, in the sixteen (16) hour period immediately preceding the employee's basic workday shall, upon release, be entitled to an eight (8) hour rest period before the employee returns to work.
 - (b) If a rest period extends six (6) hours or more into a basic workday, the rest period will continue, providing operating conditions permit, for the balance of that basic workday and the employee shall lose no time thereby.
 - (c) Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than two (2) times the basic hourly rate of pay until released from duty.
 - (d) If a rest period, under the provisions of this Section extends into a basic workday, the employee shall lose no time thereby.
16. An employee ordered to remain at a specified location, awaiting a call for emergency work outside scheduled working hours, shall be paid at the applicable rate until released.
17. As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees.
 - (a) The employee with the least amount of cumulated overtime hours within the

overtime work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.

- (b) When overtime is improperly assigned to an employee outside the proper work group or job classification, the Company shall return the equivalent amount of overtime to the work group or job classification by affording the bypassed employee with the least amount of cumulated overtime the opportunity to work an equivalent amount of overtime on work which would not be done on an overtime basis. The opportunity shall be made available within thirty (30) days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.

- (c) When an employee is improperly bypassed in the assignment of overtime and the overtime is assigned within the proper overtime work group or job classification, the Company by subsequent overtime assignments shall afford the employee who should have received the overtime assignment the opportunity to regain the number of overtime hours lost on the overtime list. Such subsequent overtime assignments shall be subject to the overtime lists as adjusted biweekly. If the employee does not regain the number of overtime hours lost on the overtime list within two (2)

bi-weekly posting periods, the employee will be afforded the opportunity to work overtime hours equivalent to the remainder of the hours missed, on work which would not be done on an overtime basis. This opportunity will be made available within thirty (30) days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.

- (d) Lists of cumulated overtime for the calendar year shall be posted bi-weekly on bulletin boards and shall be used as the basis for overtime distribution for the period of their posting. These lists shall show the equivalent number of straight time hours paid.

- 18. An employee called back (with or without previous notice) for work at any time outside of their regular work schedule shall be paid a minimum of two (2) hours straight time pay and a call-back allowance of two (2) hours straight time pay. If pay for the time worked at the applicable overtime rate exceeds two (2) hours straight time pay, the employee is to be paid at the applicable overtime rate for the hours worked and, in addition, will be paid the call-back allowance of two (2) hours at straight time, unless the time worked on a regular day off or holiday (with previous notice) amounts to eight (8) hours or more, in which case no call-back allowance shall be paid.

If an employee is called back more than once between two (2) consecutive scheduled work periods, their pay and call-back allowance for such intermittent work shall not be more than the employee would have received had the employee worked continuously from the starting time of the

first callback until the quitting time of the last call-back.

An employee, who operates a Company-owned vehicle, which is kept at their home, shall in case of a call-back be given a call-back allowance on the above basis.

An employee shall not be considered to be called back when the employee works overtime which, without interruption except time out without pay for a meal, immediately precedes or follows a regular work period.

This Section shall not apply to overtime work that is a part of established work schedules.

19. When an employee reports for work at their regular daily starting time in accordance with the employee's then existing regular work schedule for basic workdays, and in condition to perform their work, the employee will be provided with work in their classification, or other work, during the hours of their work schedule for that day. Similarly, when an employee reports for scheduled overtime work on other than their basic workdays and in condition to perform their work and if such work is not available, the employee will be paid a minimum of four (4) hours at straight time. All this shall not serve to modify the rights recognized to be in the Company as provided in Section 1 of Article II.
20. Employees required to report for work at a Company headquarters shall travel from Company headquarters to their work locations on Company time. If such employees are required to provide their own transportation from a Company headquarters to their work location, the employee

will be reimbursed for the cost of such transportation.

Employees required to report directly to a work location within their working area shall travel to such work location on their own time and at their own expense.

21. During the regularly scheduled working day, there shall be a regularly scheduled meal period not to exceed one (1) hour, except for employees whose work requires them to be on duty eight (8) hours consecutively, in which case they shall eat at their work locations.
22. When an employee is required by the Company to delay their scheduled meal period for more than one (1) hour, the employee shall be paid a premium equal to one-half their straight time rate from the beginning of the employee's scheduled meal period until the employee is permitted a meal period, or until the end of their straight time hours, or until the employee has worked eight (8) continuous overtime hours from the beginning of an overtime period, whichever is sooner.
23. (a) An employee who is required to work overtime shall be eligible for a meal or a meal money allowance:
 1. After working two (2) hours immediately preceding or two (2) hours immediately following a basic workday. Overtime shall be considered to be immediately preceding or following a basic workday even though the employee has time out without pay for a meal; or

2. After working ten (10) hours on a regular day off or on a holiday when the employee was given at least eight (8) hours advance notice that the employee was to work overtime on that day. The employee will not be eligible if the time worked is eight (8) hours but less than ten (10) hours. An employee working less than eight (8) hours of such overtime shall be covered by Paragraph (a) 3 of this Section; or
3. If the overtime does not come under the provisions of Paragraphs (1) or (2) above but the time worked is two (2) hours or more and extends through or is recorded as ending at 12:30 a.m., 6:30 a.m., 12:30 p.m., or 6:30 p.m.
 - (b) If the overtime continues, an employee shall be eligible for another meal or meal money allowance at the end of each subsequent five (5) hours of overtime worked after the employee is eligible for their first meal or meal money allowance.
 - (c) If an employee is eligible for a meal or a meal money allowance and can be released for a meal, the employee shall be given an allowance of \$10.00 effective January 1, 2011, \$11.00 effective April 1, 2015, and \$12.00 effective April 1, 2017, and shall not eat on Company time. If the employee cannot be released from the job, the Company will give the employee a meal money allowance as outlined in the previous sentence or, when requested, will furnish a meal which shall be eaten on Company time.

- (d) The provisions of this Section shall not apply when the Company and the Union agree to overtime in connection with basic workdays in place of the employees working overtime on regular days off.
24. Each employee will be allocated four (4) floating holidays to be scheduled and observed on their basic workday. For timekeeping purposes, the floating holiday will be scheduled similar to an extra vacation day in accordance with the vacation provisions in Article VI.

Newly hired employees are required to complete three (3) continuous months of service to be eligible for floating holidays in the year they are hired as follows:

<u>When</u>		<u>Eligibility</u>
First Quarter	01/01 through 03/31	4 Days
Second Quarter	04/01 through 06/30	3 Days
Third Quarter	07/01 through 09/30	2 Days
Fourth Quarter	10/01 through 12/31	*0 Days

* Not eligible because probationary period extends through the end of the year.

In addition, the following days shall be recognized holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Whenever one of these holidays falls on a Saturday or Sunday, it shall be observed as follows:

- (a) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off,

- (b) On the following day, Monday, for employees for whom the Sunday upon which the holiday occurs is a regular day off;
- (c) On the Saturday or Sunday on which the holiday occurs for employees for whom such Saturday or Sunday is a basic workday;
- (d) On the preceding Thursday for employees for whom the Saturday upon which Christmas occurs is a regular day off; and,
- (e) On the following Tuesday for employees for whom the Sunday upon which Christmas Eve occurs is a regular day off.

The provisions of this Section shall apply on the day observed by each employee rather than on the actual holiday, and shall not affect the Company's right to reschedule an employee's basic workweek.

When a holiday is observed on an employee's basic workday, the employee may be given the day off and shall be paid at their basic hourly rate of pay for their scheduled hours.

However, when an employee works on a holiday which is observed on one of the employee's basic workdays, the employee shall be paid at their basic hourly rate of pay for the day and, in addition, shall be paid on the following basis for any hours which, in accordance with the provisions of Section 3 of this Article, are allocated to the holiday:

- (i) Time and one-half for any hours worked during the employee's regular schedule for that basic workday.

- (ii) Double time for any hours worked outside of the employee's regular schedule for that basic workday.

When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, they shall be paid eight (8) hours of pay at the rate of time and one-half. However, if the employee works, they shall be paid, in addition, at the rate of time and one-half for the first eight (8) hours worked on their first regular day off, and double time rate for the first eight (8) hours worked on their second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

ARTICLE V Working Conditions

1. The Company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the Union prior to being put into effect. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.

The Company and the Union will cooperate in the establishment of joint safety committees on a local basis. These committees will consist of an equal number of management appointed members and Union appointed members who will meet jointly at regularly scheduled intervals.

2. In the interest of safety, at the request of the employee involved, an employee may be accompanied by their Steward when the employee

is called before a formal committee making an investigation of an accident. This shall not apply to immediate on-the-job investigations of an accident.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company will include a representative, designated by the Union, as an official member of the committee.

3. Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in case of emergencies or in the performance of essential duties.
4. The Company will continue its present practices in furnishing such tools, safety devices, and other equipment as are presently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.
5. When the Company requires an employee to be away from home overnight or longer, the Company shall provide necessary lodging and meals, and, if necessary, will advance the money therefor, and shall furnish the employee round-trip transportation plus travel time to and from their headquarters. The employee shall have the opportunity to return to their headquarters on days off and holidays not worked on the above basis.

6. If the Company, in writing, requires an employee to have a higher type of telephone service than the employee now has, the Company will reimburse the employee for the additional cost of the higher type of service.
7. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

It is the Company's objective to reduce the necessity for using outside contractors on work that is ordinarily and customarily done by our employees. Recognizing the Union's long-standing concern over the contracting out of work, management, where circumstances permit, will meet with designated Union representatives for the purpose of reviewing the various alternatives before deciding whether or not to contract out such work. Where time is a critical element in the job preventing a meeting from taking place, a designated Union representative will be notified regarding the need to contract out work.

Before deciding whether or not to contract such work, thorough consideration will be given to providing the opportunity for overtime to the work group involved either instead of or in conjunction with contracting. In addition, consideration will also be given to other alternatives to contracting which would permit greater utilization of Company employees, within the requirements of the work to be performed and other restraints such as the time within which the work must be completed.

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The contracting of work shall not be construed for any purpose whatsoever as an abandonment by the Company of its right to have similar work done now or in the future by the Company's own employees.

8. Management shall not do work of employees included in the bargaining unit except in emergencies or for instruction or training. However, this provision will not change the manner in which training is presently being performed.
9. The Company will discuss with the appropriate Business Representative, at least sixty (60) days prior to implementation, any planned departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new classification.

Should this discussion result in disagreement, the issue in dispute may be subject to the grievance procedure as provided in Article VIII. The filing of any grievance shall not delay the implementation of the planned change. Any final determination, which affects wage rates, shall be retroactive to the date of implementation.

ARTICLE VI **Vacations-Leaves of Absence**

1. In each calendar year, all regular employees who were on the payroll at the close of the last day of the preceding calendar year, shall be entitled to vacations with pay in accordance with the provisions of this Article.

2. A regular employee will be granted a regular vacation of two (2) calendar weeks and one (1) extra basic workday of vacation after the employee has completed their first year of service. Thereafter, the employee will be allowed a regular vacation of two (2) calendar weeks in each calendar year and extra basic workdays of vacation in accordance with the following:

Calendar Year in Which an Employee Completes the Following Years of Service	<u>Days of Vacation Allowed</u>		
	<u>Regular</u>	<u>Extra</u>	<u>Total</u>
1 to 4 inclusive	10	1	11
5 to 10 inclusive	10	5	15
11 to 14 inclusive	10	7	17
15 to 19 inclusive	10	10	20
20	10	11	21
21	10	12	22
22	10	13	23
23	10	14	24
24	10	15	25
25 and over	10	20	30

In the calendar year in which an employee retires, the employee will be eligible for five (5) extra vacation days.

If an employee is permitted to split their regular or extra vacation, the employee shall be paid for the same number of working days as the employee would have received if the employee had taken their regular and extra vacation continuously.

For the duration of this agreement, the parties agree that employees can take up to four (4) extra vacation days in half-day increments effective April 1, 2014. The decision of whether an extra vacation day can be granted is not automatic and will be based on operational considerations associated with a particular job assignment as determined by management. During the term of this contract, the parties acknowledge the following:

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- (a) In the event there is a request(s) for a full-day of vacation by one (1) employee and a half-day extra vacation day by another and the granting of both would conflict with management's operational needs, the full-day request will take priority over the request for a half-day vacation;
 - (b) Employees will provide reasonable advance notice in requesting a half-day extra vacation day;
 - (c) For those employees who work a modified schedule other than an 8-hour/5-day work week, their use of half-day extra vacation cannot exceed 32 hours.
3. In case a holiday is observed on any day during a full week of an employee's regular vacation, an additional day off with pay shall be allowed for each such holiday. The provisions of Section 24 of Article IV shall apply to all other holidays observed while an employee is on vacation.
4. Regular and extra vacation must be completed during the calendar year in which they are due. However, an employee will be allowed to carry over up to five (5) unused regular or extra vacation days into the following year. Any regular vacation days carried over to the following year will be converted to extra vacation days.

If an employee is hospitalized for forty-eight (48) hours or more while on a scheduled vacation, the remainder of that vacation beginning with the date of hospitalization, may be rescheduled later in that calendar year upon proper notification to the Company.

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Should such hospitalization occur during a December vacation which was approved in accordance with Section 6 of Article VI, and cannot be rescheduled in that calendar year, the employee will be permitted to reschedule a maximum of one (1) week of the remaining vacation provided such vacation is taken during the first two (2) months of the succeeding calendar year.

5. An employee will be paid at their basic hourly rate of pay for the employee's scheduled basic workdays during their regular and extra vacation.
6. Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the regular and extra vacation shall be selected, in each work group, in accordance with service except that no extra vacation may be scheduled which would interfere with any employee's choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.

Vacation schedules shall be posted on the appropriate bulletin boards not less than thirty (30) days in advance of the vacation period defined above.

7. For vacation purposes, a calendar week shall normally begin and end at midnight, Sunday night.

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8. An employee's eligibility for vacation shall not be affected by a prolonged absence on account of illness, but only an employee on the active payroll may be given a vacation.

No extra time will be allowed because of illness during vacation, except as provided by Section 4 of this Article.

9. No unit of time less than one (1) day shall be counted as vacation time, except as provided in Article VI, Section 2.
10. A regular employee who is retiring will be granted the option of the full unused vacation and unused floating holidays for which the employee is eligible during the current year before the employee is added to the Service Annuity Roll or to be paid for the same in a lump sum.
11. A regular employee, eligible for a vacation with pay, whose employment by the Company is terminated before the employee has the entire vacation to which the employee is eligible during the current calendar year, shall receive a vacation allowance equal to their basic hourly rate for the number of days for which the employee is eligible in excess of the number of days of vacation the employee has already taken during the current calendar year, and in the event of termination by death, such vacation allowance shall be paid to the beneficiary of the deceased employee's Group Life Insurance Policy.

The vacation allowance provided in Article VI shall be reduced by any payment under similar or equivalent conditions by reason of any legislation

or government orders providing for the payment of allowances to employees who leave the Company.

12. Upon proper notification, reasonable time off as required shall be granted to a regular employee in case of the death of the employee's father, mother, sister, brother, wife, husband, child, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent-in-laws, step-parents, or step children. Normally not more than three (3) days of such time off between the death and burial will be granted without loss of basic hourly rate of pay or scheduled vacation time.

In addition, this provision will apply to the death of domestic partners or the death of their eligible children as defined by Company medical benefit dependent purposes (criteria listed below*) or for such partners who have registered their civil union with the State of Illinois or their state of residence.

* An adult of the same or opposite sex who is at least 18 years of age and who:

- Shares a residence with you;
 - Is in a committed personal relationship with you and has no such relationship with any other person;
 - Is not related to you by blood in any manner that would prevent marriage; and
 - Is not legally married.
13. A regular employee will be paid at their basic hourly rate of pay while performing jury service during the employee's basic workweek, but such pay shall not be allowed more than once in each calendar year. All fees received for jury service will be retained by the employee.

While on jury service, an employee shall be assigned to work on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.

14. A regular employee performing court service, other than jury service, under summons or subpoena will, upon notice to the Company, be paid at their basic hourly rate of pay for only the first day of such absence which occurs in the employee's basic workweek and will retain all court fees.
15. If a regular employee, upon notice to the Company, is absent during their basic workweek to serve as Judge or Clerk in a public election, under the jurisdiction of election officials, the employee will be paid the difference between their basic hourly rate of pay for that day and election pay, provided the former is the larger, and will retain all fees received.
16. A regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that the employee's service can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if an employee accepts employment elsewhere during such leave without consent of the Company, the employee shall be considered to have resigned.
17. The Company will provide two (2) weeks of paid parental leave for the adoption or birth of a child. This leave will be available for both mothers and fathers and will run concurrent with FMLA leave.

18. Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company, be granted leaves of absence without pay for sufficient time for this purpose.

ARTICLE VII

Wages

1. The wage rates for the period of this Agreement shall, subject to the provisions of Article IX, be those set forth in Exhibit A.
2. In all cases in which the scheduled maximum provided for in a given job classification in the attached Exhibit A is lower than the present rate of pay of an individual in that job classification, there shall be no reduction in the pay of the individual because of the adoption of the pay schedule.
3. When a qualified employee is temporarily assigned to and works in a job classification which is higher than their regular job classification, the employee shall be paid for that day at the minimum rate for the higher job classification, or at a rate based upon the employee's present rate plus eighty cents (\$.80) per day, whichever is greater. However, no adjustment will be made that would result in a rate higher than the scheduled maximum of the job classification to which the employee is assigned.

When a qualified employee is temporarily assigned to and works in a management job classification, the employee will receive a pay upgrade equal to ten percent (10%) of base pay for all hours worked (calculated on a daily basis) in the managerial position.

Assignments of four (4) hours or more in one (1) day shall be considered a full day under this Section. No payment will be made for such temporary assignments if they amount to less than four (4) hours in one (1) day.

When promoting an employee who has had extensive upgrading over an extended period of time, consideration will be given, at the employee's request, to allowing time credit in the higher job classification not to exceed two (2) time steps.

4. An employee returning from a military leave of absence, who is reemployed in their former job classification, or a job classification which is not higher than the employee's former job classification, shall receive the rate of pay provided for in the then existing time steps of the job classification, taking into account the time credit which had accrued when the employee left for military service plus the period of the employee's absence because of military service.

ARTICLE VIII **Stewards-Grievances-Arbitration**

1. There shall be a reasonable number of Stewards, covered by this Agreement, who shall be selected by the Union. Each steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one (1) Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.
2. Chief Stewards shall be selected by the Local Union. The Union shall furnish the Company with a list of the names of the employees selected as Chief Stewards.

3. Only regular employees as defined by Article III, Section 1 above, employed in the respective work groups they represent, shall be designated as Stewards or Chief Stewards.
4. It shall be one of the duties of the Stewards and Chief Stewards to attempt to adjust disputes or differences referred to them by any of the employees they have been designated to represent.
5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be settled through the grievance procedure.

It is the intent of the Company, Local Union 15, and the employees that timely filed grievances shall be settled promptly. A grievance is timely filed when submitted at Step 1 of this grievance process by the appropriate Local Union 15 representative in writing on the form adopted for such purpose to an appropriate management representative of the Company no later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware or reasonably should have become aware of the incident which is the basis for the grievance, whichever is later.

A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

Grievance Process Steps

The dispute or difference shall be presented and first discussed by the employee concerned and the immediate Supervisor. The employee shall be accompanied by a Steward or a Chief Steward, if the employee so requests. Management shall respond within five (5) working days to the dispute as presented by the employee and Steward or Chief Steward. In the event that a dispute or difference cannot be resolved as a result of this discussion, a written grievance may be processed in the following manner:

Step One - Local Investigation

A local investigation and resolution of a grievance will be the responsibility of the Company and Union represented as follows:

Participants:

Local Union Representatives:

- One (1) Chief Steward or representative.
- One (1) Steward or representative.
- One (1) Grievant (optional) (If more than one (1) grievant is referenced on the grievance, only one (1) grievant will be permitted to participate in the discussion).

Line Management Representatives:

- One (1) Department head level representative.
- One (1) First Line Supervisor (optional).

Labor Relations/Human Resources:

- One (1) Labor Relations/Human Resources management representative.

After discussion with the other party, the Company and Union shall identify their appropriate representatives at each location, site, or department. Either party may be accompanied by one (1) additional representative by mutual consent.

- (1) The Human Resources and Local Union 15 representatives will jointly arrange for meetings at times and places that are mutually agreed to by the persons involved.
- (2) Prior to meeting, Company and Union representatives shall meet individually, as soon as reasonably possible, and shall make a full and complete investigation of the facts related to the grievance. When mutually agreeable, the grievant may be present during those interviews. The grievant will not be a party to the disposition of the grievance nor is the grievant's concurrence required for the settlement of the grievance. The grievant does have the right to point out the existence of other facts or witnesses concerning the grievance.

Notwithstanding the foregoing prohibition, with the written consent of the Union's Business Manager, or designee, the members of the Local Investigating Committee may include the grievant where such employee is also the shop steward representing the department involved in the grievance. In this limited situation, the shop steward/grievant may be a party to the disposition of the grievance.

- (3) The grievance shall be met on, answered and forwarded to the Local Union within thirty (30) calendar days following its being timely filed. An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 1 grievance meeting. The Union will have thirty (30) calendar days from the date of receipt of the Step 1 answer to refer the grievance to Step 2 Business Unit Joint Grievance Committee, if not resolved.

Step Two - Business Unit Joint Grievance Committee

A Joint Grievance Committee shall be established in each operational Business Unit. A Joint Grievance Committee will be composed as follows:

Local Union Representatives:

- Two (2) Business Representatives.

Line Management Representatives:

- One (1) Manager (Site Manager, Site Vice President, Department Vice President, Regional Director) from the specific business unit shall be in attendance.

Labor Relations/Human Resources:

- One (1) Labor Relations/Human Resources management representative.

The Step 2 meeting will be conducted at the generating location where the grievance originated for grievances arising in Exelon Generation (Nuclear) and other Nuclear offices (Cantera, Services & Training Center (STC), etc.).

The Committee shall meet to consider the grievance at its second next regularly scheduled monthly meeting date after receiving the referral to the Step 2 Business Unit Joint Grievance Committee and report of the Local Investigating Representative.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 2 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 2 grievance within thirty (30) calendar days of the Step 2 meeting.

Any referral to the Step 3 Review Committee must occur within thirty (30) calendar days of receipt of the Step 2 answer.

Step Three - Review Committee

The Review Committee shall be composed as follows:

Local Union Representatives:

- Two (2) Representatives appointed by the Business Manager including the Business Manager, Senior Assistant Business Manager, and Officers of Local Union 15.

Line Management Representatives:

- One (1) Executive Level Operational Manager representing the Business Unit in which the grievance originated. If titles change, the appropriate level will remain the same or higher.

Labor Relations/Human Resources:

- One (1) Labor Relations/Employee Relations Vice President or designee.

Both parties recognize the importance of maintaining stability in the composition of the Review Committee. Members of the Review Committee shall strive toward achieving this objective when scheduling Step 3 meetings.

Review Committee Procedure

The Review Committee shall meet to consider the grievance at its second next regularly scheduled meeting after receiving the referral.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 3 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 3 grievance within fifteen (15) calendar days of the Step 3 meeting.

Step Four – Arbitration

If the dispute or difference is not satisfactorily settled by the Review Committee, it shall be referred, at the request of either party, to an impartial arbitrator. Such referral must be made within sixty (60) calendar days from the date of receipt by the Union of the Step 3 answer.

- (a) In the event that an information request has not been responded to, or otherwise complied with, within the aforementioned sixty (60) days, the Local Union and / or Company shall notify the alleged non-complying party in writing and specify how the party has not complied with the information request. In such event, the Local Union shall have fifteen (15) additional days to refer the matter to an impartial arbitrator.

The appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The list shall contain the names of fifteen (15) arbitrators all of whom are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and

Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Each party in an arbitration proceeding may be represented in each proceeding by any person authorized in writing by such party. Such representative(s) may examine all witnesses in the proceedings.

Each of the parties in the arbitration proceeding shall bear the fees and expenses it incurs and the fees and expenses of the impartial arbitrator shall be borne equally by both parties provided, however, that the total compensation of such impartial arbitrator shall be agreed upon in advance after submission of the matter in controversy to the impartial arbitrator.

In the case of a grievance relative to disciplinary suspension or demotion, or discharge for cause, such grievance shall be originated at Step 2 in the grievance procedure.

In grievances involving discharges, it is the objective of the parties that the grievance will normally be resolved within nine (9) months of the discharge. In order to accomplish this objective, if the grievance is processed to Step 4 and a panel of arbitrators is requested from the Federal Mediation

and Conciliation Service, the panel shall include the names of fifteen (15) arbitrators who are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. If the selected arbitrator is not available to conduct the arbitration hearing within two (2) months of his or her selection, the next mutually agreeable arbitrator on the panel will be contacted for their availability. If a transcript of the hearing is requested, it must be furnished within three (3) weeks of the close of the hearing. By mutual consent, any of the foregoing time periods may be waived or modified.

If the charges are not sustained in the procedure outlined in this Article, the employee's record shall be cleared of such charges and in case of loss of any wages they shall be reimbursed for such loss.

In the case of a grievance as a result of implementing a departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new job classification, such grievance may be originated at Step 2.

Either the Company or Union may choose to utilize the Expedited Arbitration Procedure, in the case of a grievance where the requested remedy would cost the Company under \$50,000 and the issue does not

involve disciplinary action of more than five (5) days or discharge.

Under the Expedited Arbitration Procedure, the appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. The list shall contain the names of fifteen (15) arbitrators all of whom are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Grievances in the Expedited Arbitration Procedure shall be presented to the Company and Union by representatives as referenced in Steps 1, 2, 3 of the grievance procedure and shall be heard without attorneys unless both parties mutually agree to their inclusion in this step of the process, and shall be conducted without transcripts or recordings. The Arbitrator shall issue a one-page Arbitration Award within ten (10) days of the hearing. The Impartial

Arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms or grant any remedy that would cost in excess of \$50,000 to the Company. The Arbitration Award shall be binding on the Company and the Union, but shall not constitute a precedent as to other grievances in the future and shall not be introduced into any other arbitration in the future. No more than one (1) grievance may be submitted in each expedited arbitration proceeding.

Other Provisions

Either the Company or Union representatives participating in the discussions outlined above may, if they agree that further determination of fact is required, request an extension of time which may be granted by the other. In no event shall any extension by either or both parties exceed one (1) additional time period provided for at the level where the extension is granted. By mutual consent, any step in the grievance procedure may be bypassed.

Unless mutually agreed, summaries prepared under this provision shall not be admissible at any arbitration between the parties.

In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the raising of the question or questions in dispute until a settlement is reached through the grievance or arbitration procedure provided in this Article.

6. Pay at their basic hourly rates of pay will be allowed to officially designated Union representatives, or their alternates, as provided for in this Article, for the basic workdays of their basic

workweek, while engaged in the following steps of the grievance procedure:

StewardsStep 1
Chief StewardsStep 1

ARTICLE IX

Term of Agreement

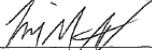
1. This Agreement, when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood, shall be effective as of May 1, 2013, for the employees on the payroll on or after May 1, 2013.

2. The term of this Agreement shall be from May 1, 2013, to and including April 30, 2019. This Agreement shall be considered renewed from term to term of one (1) year at its expiration date of April 30, 2019 and each subsequent April 30, unless a written notice of desire to amend or terminate the Agreement is given by the Union or by the Company at least sixty (60) days before the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall set forth in writing and accompany the notice of desire to amend. The parties agree to commence negotiations on any proposed amendments not less than forty (40) days before the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the term of the Agreement shall automatically be extended so long as negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.


IX

The undersigned agree to the provisions of the Memorandum of Agreement with recommendation to the membership for ratification.

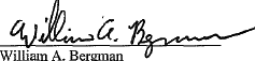
For Exelon Generation



Brian M. Montgomery
Vice President
Employee and Labor Relations



Susie Kutansky
Director
Labor Relations




William A. Bergman
Vice President
Employee Benefit Plans & Programs

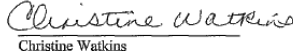
For IBEW Local 15



Dean Apple
President & Business Manager /
Financial Secretary



Terry McGoldrick
Vice President
& Senior Assistant Business Manager



Christine Watkins
Recording Secretary