

CONSTELLATION

Mutual Benefits Association Rules and Bylaws

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Revision History

1/05/2024

- Section A.6.d Amendment changed 30 days to 90 days.

5/20/2024

- Changed the revised date on the By-Laws to 3/15/2024 which is the date the MBA Board approved

Bylaws of the Association

ARTICLE I

PURPOSE AND MEMBERSHIP

Section 1 - Purpose

The Constellation Mutual Benefit Association, hereinafter referred to as the “Association” or “MBA”, is a voluntary, unincorporated association of certain employees of Constellation Energy Generation, LLC (“Constellation”) and such other affiliates and subsidiaries of Constellation which, from time to time, become participating employers under the Constellation Disability Benefit Plan (hereinafter referred to collectively as the “Companies” and individually as the “Company”). The purpose of the Association is to provide its members with income during periods of physical and/or psychological inability to work by reason of non-industrial illness or accident, and to act as coordinators of the Constellation Employees’ Medical Expense Plan, as set forth in the Rules of the Association. The Association hereby establishes these Bylaws and Rules of the Association effective February 1, 2022.

Section 2 - Membership

All eligible employees on the employee payrolls of the Companies and of their designated subsidiaries, and such other employees of the Companies who, from time to time, become eligible to participate in the Constellation Disability Benefit Plan, may become members of the Association by enrolling in the Association as set forth in the Rules of the Association.

Section 3 – Establishment of the Association

- 3.1 Effective February 1, 2022, pursuant to the Separation Agreement between Exelon Corporation (“Exelon”) and Constellation Energy Corporation, Exelon spun-off its competitive power generation and marketing and trading of electricity and gas business to Exelon’s shareholders (the “Spin-Off”), at which time Constellation Energy Corporation became a separate, publicly-traded company and the parent company of Constellation Energy Generation, LLC (formerly known as Exelon Generation Company, LLC). The terms of this Section 3 shall apply notwithstanding anything in these Bylaws or the Rules of the Association to the contrary, except as otherwise explicitly provided.
- 3.2 Employees on the employee payrolls of the Companies or their designated subsidiaries who were members of the Exelon Corporation Mutual Benefit Association (the “Exelon MBA”) on January 31, 2022, shall automatically be enrolled in and become members of the Association effective February 1, 2022, if they are eligible to participate in the Constellation Disability Benefit Plan on such date.

The Board of Directors of the Association (the “Board”) shall initially consist of Association members who, on January 31, 2022, served as Chairpersons of the Exelon MBA Councils covering Constellation employees. Prior to the first Board meeting, any

Chairperson vacancies in Councils covering Constellation employees shall be filled from among the Section Leaders of such Council by the President of the Board of Directors of the Exelon MBA. The President of the Board shall be chosen from among the members of the Board by the President of the Exelon MBA prior to the first Board meeting. Once appointed, the President of the Board shall appoint members of the Board to fill the offices of Vice President and three other members of the Executive Committee.

These Bylaws shall be submitted to the Board in writing at least ten days prior to the first Board meeting and shall be reviewed and adopted on behalf of the Association by the affirmative vote of a majority of the members of the Board at the first meeting.

Upon approval and adoption of these Bylaws, the Board shall consist of Association members who, on January 31, 2022, served as Chairperson or Vice-Chairperson of an Exelon MBA Council covering Constellation employees or who, since that date, were appointed to a vacant position. The General Secretary, Assistant General Secretary, Treasurer, and Assistant Treasurer shall be appointed by Constellation as provided in Article IV.

Section Leaders, Council Chairpersons and Vice-Chairpersons, members of the Board, and Executive Committee members shall hold such office under this Section 3.3 until their service or the term of their office ends as set forth in these Bylaws.

ARTICLE II

ORGANIZATION

Section 1 - Councils and Sections

The membership of the Association shall be divided into Councils and sections organized in the manner determined from time to time by the Board of Directors of the Association, hereinafter the "Board." A section shall be the smallest grouping of members, usually formed on the geographical or departmental basis within the Company system. Several sections together shall form a Council. The Section Leader of each section within a Council shall represent his or her section at the Council.

Section 2 - Elections of Section and Council Representatives

- 2.1 Elections for Councils shall be held on alternating even numbered years alternating odd/even Councils beginning in 2024 (started with even). Each section shall be headed by a Section Leader who shall be elected every four years by and from the membership within the section. A Council Chairperson and Vice-Chairperson shall be selected from the Section Leaders representing the sections of the Council within two weeks following their respective Council election date.
- 2.2 In an election year Council Chairpersons shall post a MBA General Election Nomination Form on MBA/Union Boards on the first Tuesday in September for 10 business days.

Any member within a section is eligible for nomination. Individual members within the section may submit names of proposed nominees on a MBA General Election Nomination Form. The Chairperson and/or Vice Chairperson will verify all names on MBA General Election Nomination Form, verify that nominated persons accept their nominations and turn all accepted nominations into the General Secretary at the September Full Board meeting for verification of MBA membership.

- 2.3 After nominations have closed if only one candidate has accepted nomination and been determined to be eligible, the nominee shall assume the responsibility of Section Leader and no election is deemed necessary. If no employee is nominated, the Council Chairperson shall notify the President who will bring to the Executive Committee of the Board for determination if the Section Leader shall be filled.
- 2.4 After nominations have closed, if more than one candidate has accepted nomination and been determined to be eligible, the President shall appoint (from non-affected Councils) an Election Judge and as many Tellers as are required who shall serve as an Election Board. No candidate for office shall be on the Election Board. The Election Board shall have ballots prepared listing in alphabetical order the names of all such candidates for each respective Section. The General Secretary shall be responsible for obtaining an alphabetical list of the eligible voters for each section not less than 21 days before the election.
- 2.5 All voting shall be conducted via US Mail ballot.
- 2.6 The Election Board shall decide the last day on which ballots shall be received, and on the first Tuesday in December (the "Election Date"), the Election Board shall open and count the ballots and then notify the President and the General Secretary of the Association of the results. This information shall be enclosed with the ballot sent to each member eligible to vote. The nominee receiving the highest number of votes within the Section shall be deemed elected as Section Leader. After running the election and reporting the results in writing to all candidates, the Election Board shall disband.
- 2.7 The Election Judge shall mail or cause to be mailed to all eligible voters of the section not less than ten days prior to the first Tuesday in December of the election year an official ballot and two envelopes. One envelope shall be smaller than the other and shall have the words OFFICIAL BALLOT stamped or printed on it. The larger envelope shall be pre-addressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his/her name and address. Writing names on ballots shall not be allowed.
- 2.8 Upon receiving his/her ballot, the member shall mark the same and enclose it in the smaller envelope marked OFFICIAL BALLOT. This envelope shall be placed in the larger pre-addressed envelope and mailed to the Election Board.
- 2.9 The Plan Administrator shall select a depository to which the envelopes containing the ballot shall be mailed, which may be an office of the Company.

- 2.10 The Election Board shall open the envelopes, remove the smaller envelope marked OFFICIAL BALLOT and deposit same in the ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the Election Board shall be opened by the Election Board.
- 2.11 The Election Board shall count the ballots and certify the results in writing to the General Secretary and the Executive Committee of the Board immediately after the ballots have been counted.
- 2.12 All election records including the ballots shall be preserved for one year from the date of the election, after which same shall be destroyed unless a question has arisen in connection therewith.
- 2.13 Any candidate for office may be present or have an MBA member as an observer present at the counting of the ballots.
- 2.14 The newly elected Section Leader shall take office following the January meeting of the Board. If, for any reason, a Section Leader is unable to serve the full term of office, the Council Chairperson shall notify the President who will bring to the Executive Committee of the Board to determine if the Section shall be filled.
- 2.15 The newly-elected Section Leader of the sections which constitute a Council shall meet within two weeks following their Election Date to elect a Council Chairperson and Council Vice-Chairperson from among their numbers. The Council Chairperson and Vice-Chairperson so elected shall assume office in the third week of January next following such election. Each Council Chairperson and Vice-Chairperson shall hold office for four years or until a successor has been duly elected or until prior termination of his or her membership in the Council.

Section 3 - Powers and Duties of Section and Council Officers

- 3.1 The Chairperson and Vice-Chairperson of each Council shall administer the affairs of such Council under the Rules of the Association and in accordance with such rules as may be prescribed from time to time by the Board.
- 3.2 The Chairperson shall preside at all Council meetings, and shall represent the Council on the Board. The Chairperson may call a meeting of the Council at any time. At all such meetings, a majority vote of those present shall be decisive of all questions before the meeting. The Chairperson may appoint any committees, which may be necessary or convenient for the administration of the affairs of the Council.
- 3.3 The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson, and shall represent the Council on the Board. In the event of a vacancy in the office of Chairperson or Vice Chairperson, the Council's remaining Chairperson or Vice Chairperson, as applicable, shall call a meeting of the Council to elect from the Council an MBA member in good standing to fill the vacancy for the unexpired term.

- 3.4 Each Section Leader may, subject to the approval of the Council having jurisdiction over such section, appoint from among the members in the section, a section committee.
- 3.5 Each section committee shall be composed of such number of members as may be deemed necessary by the Council and each member shall hold office during the term of office of the Section Leader so appointing or until a successor has been appointed.
- 3.6 Each Council Chairperson and Vice-Chairperson shall serve as a member of the Board as provided in Article III.

ARTICLE III

BOARD OF DIRECTORS

Section 1 – Composition

The Board of Directors shall consist of the Chairpersons and Vice Chairpersons of various Councils of the Association and shall be the governing body of the Association. The previous President of the Board, if still a member of the Association and Special Representative-At-Large, shall serve on the Board but without vote.

Section 2 – Meetings

The Board shall hold regular meetings in odd numbered months at the time and date set by the President of the Board. The President may call special meetings of the Board at any time and shall call a special meeting at the written request of three or more members of the Board. Written notice of the time and place of each meeting shall be given by the General Secretary of the Association to each member of the Board not less than three days prior to the date of the meeting.

Section 3 - Quorum

A majority of the voting members of the Board shall constitute a quorum for the transaction of business at every meeting of the Board.

Section 4 – Voting

At all meetings of the Board, a majority vote of those present shall be decisive on all questions brought before the meeting, except as otherwise provided herein.

Section 5 - Powers and Duties

- 5.1 The Board shall have all the powers and duties stated hereafter and such additional powers and duties as may be necessary for the effective supervision of the operation and affairs of the Association.
- 5.2 The Board shall enforce the Rules of the Association and shall make and enforce such other rules and take such action as may be necessary to further and protect the interests

of the members and to secure uniform practices in the conduct of the affairs of the Association and its Councils and sections.

- 5.3 Following the close of each calendar year, the Board shall issue a printed report for circulation among the members setting forth the receipts and disbursements for such calendar year and the assets and liabilities as of the last day thereof, and such other matters as the Board may deem advisable concerning the transactions and condition of the Association.
- 5.4 The Medical Advisor, a licensed physician, shall act as a consultant to the Board on medical matters.
- 5.5 The Board, subject to the approval of Constellation, may include all or any group of employees of any subsidiary or affiliated company of the Companies, in the membership of the Association and may prescribe the conditions upon which such employees shall be admitted to membership.
- 5.6 The Board, from time to time, may appoint or authorize the appointment of standing or special committees from among its own membership, or otherwise and may confer such powers upon such committees, and revoke such powers and terminate such committees, as the Board, in its discretion, may from time to time determine.
- 5.7 From time to time the Board may require the assistance of Special Representatives-At-Large. When such a representative is required, the Board shall designate which Council and section officers are eligible for the position prior to the regular January meeting in each calendar year. The President of the Association shall call a meeting of the designated Council and section officers for the current year for the purpose of selecting, by majority vote in secret ballot from among their number, a Representative-At-Large. The duly elected Representative-At-Large shall become a member of the Board and shall take office at the first meeting of members of the Board for the current year or until prior termination of membership.

Section 6 - Executive Committee

- 6.1 There shall be an Executive Committee of the Board consisting of the President of the Board, the Vice President of the Board, and three (3) other members of the Board elected by majority vote of the Board at the Board's regular January meeting following Council elections. The previous President of the Board, if still a member of the Association, and the Special Representative-At-Large shall serve on the Executive Committee but without vote. Between meetings of the Board, the Executive Committee shall have and exercise all of the powers of the Board.
- 6.2 Each member of the Executive Committee shall hold office for two years or until a successor is duly elected or until prior termination of his or her membership on the Board or in the Association. Interim vacancies on the Executive Committee shall be filled for unexpired terms by appointment by the President of the Board from existing Chairpersons subject to majority approval of the remaining members of the Executive Committee.

- 6.3 The President between meetings of the Board may call meetings of the Executive Committee at any time. Minutes shall be kept of the proceedings of the meetings and shall be read at the next meeting of the Board.
- 6.4 A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of any business brought before it. When deemed necessary by the presiding officer of the Executive Committee meeting, a non-voting member of the Executive Committee may be appointed to replace an absent member of the Executive Committee, the appointed member shall be allowed to vote on matters brought before the Executive Committee. At all such meetings, a majority vote of those present shall be decisive on all questions before the meeting.
- 6.5 Elections for the Executive Committee.

In an election year, all Council Chairpersons are eligible for nomination to the Executive Committee by any member of the Board. Eligible candidates must accept or deny nomination immediately upon nomination. If no candidate is nominated, the President shall appoint a Chairperson to fill vacant office.

After nominations have closed, if only one candidate has accepted nomination, the nominee shall assume the responsibility of the vacant office. After nominations have closed, if more than one candidate has accepted nomination, the President shall appoint an Election Judge and as many Tellers as are required who shall serve as an Election Board. No candidate for office shall be on the Election Board. The Election Board shall have ballots prepared listing in alphabetical order the names of all such candidates for each respective office.

Voting for all candidates shall be conducted by the Council Chairpersons and Vice-Chairpersons at the Board's regular January meeting following Council elections. The Election shall be decided for candidate receiving the most votes for a specific office. In the event of a tie between candidates for specific office, a run-off election shall be held immediately to determine and/or break the tie for office. In the event a tie occurs after the run-off election, a coin flip will determine winning candidate for office.

ARTICLE IV

OFFICERS

Section 1 – Officers

The Officers of the Association shall be the President, Vice President, General Secretary, Assistant General Secretary, Treasurer and Assistant Treasurer.

Section 2 – Selection

The President and Vice President shall be elected by majority vote of the Board at its regular January meeting following Council elections. Each such officer shall hold office for two years or until his or her successor is duly elected or until the prior termination of his or her membership on the Board or in the Association. The General Secretary, Assistant General Secretary, Treasurer and Assistant Treasurer shall be appointed by Constellation and shall hold office at the will of Constellation.

Section 3 - Duties of the Officers

The duties and powers of the officers of the Association shall be as follows:

President

The President will preside at all meetings of the Board and of the Executive Committee and shall have the authority to call special meetings of each. Subject to the approval of the Board, the President may appoint from members of the Board special committees to serve at the will of the Board. The President shall present a report of the Association's affairs at each meeting of the Board and shall present an annual report to the Board at each January meeting. The President shall enforce the Rules of the Association and shall have such other duties as may be prescribed for him by the Board.

In years with an election, the current president opens the Full Board meeting, reports the end of the year financials and any old business needing attention. The President then holds the election for president of the MBA. Upon election completion the President then closes the meeting. The new president then opens the new Full Board meeting. Elections shall then be held by the Board for the office of Vice President and the three (3) remaining at large positions.

Vice President

The Vice President shall perform the duties of the President in the absence or disability of the President. He or she shall have such other duties as may be prescribed by the Board or as may be delegated by the President.

General Secretary

The General Secretary will be the Chief Administrative Officer of the Association and will attend all meetings of the Board and Executive Committee, keeping true and faithful record thereof. The General Secretary shall have no vote upon any matters coming before

the Board or the Executive Committee. He or she shall have the custody and care of all the Association's records, correspondence, and reports; shall supervise the administration and payment of benefits in accordance with the Rules of the Association; shall report to the Board on the condition of the Association; and shall have such other duties as are incidental to the office and as may be prescribed by the Board.

Assistant General Secretary

The Assistant General Secretary will perform the duties of the General Secretary in the absence or disability of the General Secretary. He or she shall have such other duties as may be prescribed by the Board or as may be delegated by the General Secretary.

Treasurer

The Treasurer will report at each meeting of the Board on the receipts, disbursements and investments made by the trustees of the Constellation Mutual Benefit Association Trust. The Treasurer shall make such additional reports as may be requested by the Association or the Companies, and shall have such other duties as are commonly incidental to the Office of Treasurer or as may be prescribed by the Board.

Assistant Treasurer

The Assistant Treasurer will perform the duties of the Treasurer in the absence or disability of the Treasurer. He or she shall have such other duties as may be prescribed by the Board or as may be delegated by the Treasurer.

ARTICLE V

CONTRIBUTIONS BY MEMBERS

Each participant who is a member of the Association shall pay Association dues as established under the Rules of the Association. Such payments shall be deducted from salary or wages by the member's employer and shall be deposited and held in accordance with the provisions of the Constellation Mutual Benefit Association Trust.

ARTICLE VI

AMENDMENTS

These organization provisions may be amended by the affirmative vote of a majority of the members of the Board at any regular or special meeting. No proposed amendment may be acted upon until it has been submitted to the Board in writing, read with no discussion at any regular meeting and referred to the Executive Committee for review. The General Secretary shall deliver the proposed amendment and the Executive Committee's recommendation to each Board member at least ten days prior to a Board meeting. However, no amendment, which will place any additional obligation on Constellation, may be enacted without the concurrence of Constellation.

ARTICLE VII

DISSOLUTION AND MERGER

- 7.1 The Association may be dissolved at any time upon the affirmative vote of not less than two-thirds of its members. In the event of such dissolution, the provisions of the Constellation Disability Benefit Plan and Constellation Mutual Benefit Association Trust shall govern the disposition of any assets.
- 7.2 The Association may merge with any other employee's benefit association of Constellation or of any company heretofore or hereafter merged with Constellation upon such terms and conditions as shall be approved by the affirmative vote of two-thirds of the members of the Board at any regular or special meeting.

ARTICLE VIII

RIGHTS OF MEMBERS

No member of the Association shall have any interest in the assets of the Association, all of which shall be held in the Constellation Mutual Benefit Association Trust, except the

right to receive benefits in accordance with the Constellation Disability Benefit Plan.

ARTICLE IX

RIGHTS OF CONSTELLATION ENERGY GENERATION, LLC

All obligations placed upon the Companies by the Rules of the Association are contingent upon ratification by Constellation. Approval by Constellation shall be solely upon condition that Constellation may change or discontinue its and the Companies cooperation with the Association at any time upon giving thirty days' notice to the Association of its intention to do so. So long as such cooperation shall continue, Constellation shall furnish office space to the Association, shall grant the use of its organization to assist the Association, and shall permit members of the Association to serve on Association work without loss of regular pay.

RULES OF THE ASSOCIATION

A. MEMBERSHIP - ENROLLMENT AND DURATION

1. Enrollment

An employee who has completed 90 days of continuous service* as a regular full-time active employee with the Companies will participate in the Constellation Disability Benefit Plan (participants in such plan are eligible employees who are covered under the collective bargaining agreement between Constellation and Local 15) and shall automatically be enrolled in and become a member of the MBA. Additionally, employees who transfer from part-time to full-time work status will also automatically be enrolled in and become a member of the MBA.

(*For purposes of this Section A.1 and Section A.2 below, when calculating days of continuous service for employees whose employment is subject to Paragraph 7 of the Memorandum of Agreement between IBEW Local 15 and Exelon Generation Company, LLC, dated December 17, 2021 (regarding transfer rights after the Spin-Off), “Companies” shall include Exelon Corporation, Commonwealth Edison Company, Exelon Business Services Company, LLC, and each other affiliated entity designated by Exelon that has adopted the Exelon Corporation Disability Benefit Plan.)

Within 30 days of becoming automatically enrolled, an employee may elect to opt out of MBA by contacting the Constellation Employee Service Center by phone. An employee who opts out of participation within 30 days of becoming eligible will receive a refund of any contributions made during the 30-day period. Employees who are not participants in the MBA may enroll in coverage only during subsequent Annual Open Enrollment Periods or within 30 days of experiencing a Change in Status, subject to providing Evidence of Insurability in the time and manner specified by the Plan Administrator.

2. Effective Date of Membership

Unless an employee elects to opt out as described in Section 1 above, an employee shall become a member effective on the day after the employee completes 90 days of continuous service with the Companies. If an employee enrolls during a subsequent Annual Open Enrollment Period, such employee will become a member the following January 1, subject to providing Evidence of Insurability in the time and manner specified by the Plan Administrator. If an employee enrolls within 30 days of experiencing a Change in Status, such employee will become a member on the date the Change in Status occurred, subject to providing Evidence of Insurability in the time and manner specified by the Plan Administrator. If a Part-Time Employee enrolls after first becoming eligible, outside of an annual open enrollment period or later than 30 days after experiencing a Change in Status, such employee shall become a member on the day of enrollment, subject to providing Evidence of Insurability in the time and manner specified by the Plan Administrator.

3. Termination

Membership in the Association shall terminate upon the occurrence of any of the following events:

- a. Termination of service with the Companies;
- b. Resignation from the Association;
- c. Expulsion from the Association;
- d. Expiration of maximum benefits for any one case of disability per Section C.2;
- e. Transfer to the management payroll;
- f. Commencement of benefits under a defined benefit pension plan sponsored by Constellation or any of its affiliates.

4. Leave of Absence

Membership shall continue during a Company-approved leave of absence of 30 days or less. If such leave of absence is for more than 30 days, membership shall be suspended for the entire period of absence and until reinstated as provided in Section A.6.a. See also Section B.2.d.

5. Expulsion

- a. The Board may expel from the Association, any member who, in the opinion of the Board, is guilty of abuse of the rules of the Association. For example malingering or misrepresentation of physical condition or ability to work, may be considered abuse of the rules of the Association. No member may be expelled from the Association without first having an opportunity for a hearing before Executive Committee of the Board.
- b. Any member who, in the opinion of the Board, is guilty of abuse of the Rules of the Association, for example malingering or misrepresentation of physical condition or ability to work, and receives benefit payments shall be subject, in addition to any other remedies available to the Association and the Companies, to repayment of such benefits to the Trust Fund. Such repayment may include, but shall not be limited to, deductions from wages following member's return to duty (if any), reduction of any future disability payments at the rate of 50% of any such payments, direct repayment by the member or court action. Any payments made to a member from the Trust Fund in such circumstances shall be held in constructive trust by such member for the benefit of the Trust Fund and shall not be transferred by such member to any third party.

6. Reinstatement

- a. An employee, upon reinstatement or return from a Company approved leave of absence of more than 30 days, may be reinstated in the Association immediately if the

Company grants credit for such employee's prior service. In all other instances, such employee shall be treated as a new employee.

- b. An employee whose membership has been terminated because of resignation from the Association may reapply for membership. Such reapplication shall be treated the same as a late enrollment as set forth in Section A.1.
- c. An expelled member may be reinstated in the Association after a hearing before the Executive Committee and approval of the Board by a two-thirds vote.
- d. A member who returns to work after having received maximum benefits, per Section C.2, for any one case of disability may be conditionally reinstated by two-thirds approval by the Board after consultation with the Medical Advisor. While conditionally reinstated, such member shall not be entitled to receive benefits for any prior disability for which maximum benefits were paid or for any disability arising out of, connected with, or resulting from the cause or effect of such prior disability. A member must submit a written request for reinstatement to the General Secretary within 90 days of returning to work.
- e. Any member who has been conditionally reinstated, having completed one year without relapse or recurrence of prior disability, shall automatically be reinstated with full privileges. Membership, which has been terminated because of transfer to the management payroll, shall be automatically reinstated upon re-transfer to the bargaining unit employee payroll.

B. DUES

1. Amount of Dues

The dues of members shall be set by the Board from time to time and shall be a percentage of the regular salary or wage of each member. Regular salary and wage shall not include bonus or overtime pay.

Whenever the condition of the Association shall warrant, the Board and Constellation may, at their discretion, increase or decrease the dues of the members; provided that the Company contribution is at the same time proportionately increased or decreased, as the case may be, and provided further, that notice of any such change shall be announced, in any appropriate manner as determined by the Board, not less than thirty days prior to the date upon which such change shall become effective.

2. Payment of Dues and Company Contributions

- a. Dues of members shall be collected by payroll deduction and remitted to the Trust Fund.
- b. Each Company shall contribute to the Trust Fund an amount equal to the dues paid by its employees who are members of the Association.
- c. Disability Dues shall continue to be payable during disability.

- d. Leave of Absence-Dues shall continue to be payable during a Company-approved leave of absence of 30 days or less. (See Section A.4)

C. BENEFITS

1. Disability

Disability shall mean any illness or injury rendering the member unable to perform in the regular employment of the Companies, except that it shall not include any illness or injury resulting from the following:

(**When required, illness or injury of this nature will be evaluated on a case-by-case basis by the Executive Committee of the Board of the Association, its respective counsel if any, and the Medical Advisor, to determine eligibility for benefits.)

- a. Self-inflicted injury, intentional negligence or undue exposure to danger;
- b. Accident or other event arising out of the member's employment by a Company and acknowledged by such Company as entitling the member to receive benefits under any Worker's Compensation Act, or OSHA, or similar act; or accident or other event arising out of the member's performance of services for any other employer or out of self-employment.

2. Benefit Payments

Benefit payments shall in all cases be conditional upon Compliance and submission of Satisfactory Proof of Disability.

- a. Regular Members - Except with respect to members described in paragraph 2.b., below, benefits shall be paid to a member who has furnished Satisfactory Proof of his/her Disability in accordance with the following schedule:
- b. Duration of benefits and percentage of members regular salary, or wage, on which dues are paid depend on the years of members continuous service at date of becoming eligible for MBA Disability payment.
 - Less than 2 years 75% to 65 weeks
 - 2 or more years 86% to 65 weeks

3. Disability Documentation

- a. In order to be eligible for benefits hereunder, a member shall call Constellation's Healthcare Professional on the fourth scheduled working day of absence. Constellation's Healthcare Professional shall contact the member within two Business Days after receiving the member's call.
- b. Completed treating physician statements shall be submitted by the member on forms provided by the Company within ten Business Days of the first day of disability-related absence (or on the date as of which the employee returns to duty, if earlier)

and periodically thereafter at Constellation's Healthcare Professional's request pursuant to this Section C.3.c. Benefits shall be Suspended if Satisfactory Proof of Disability is not submitted within such ten-Business-Day period, and Forfeited if Satisfactory Proof of Disability is not submitted within five Business Days thereafter. When a member has not furnished Satisfactory Proof of Disability and the member's benefits have been Suspended or Forfeited, the General Secretary shall so inform the member and his/her Council Chairperson in writing. It is the member's responsibility to ensure that the member's treating physician provides all requested information in a timely manner.

- c. A member must respond to any inquiry by Constellation's Healthcare Professional within one Business Day following the day of such inquiry. The member's response must be made by telephone during normal business hours or such other hours established from time to time. If the member fails to respond to such an inquiry or fails to follow the directive of Constellation's Healthcare Professional, the General Secretary shall send written notice to the member advising the member that his/her benefit payments are suspended. If the member fails to follow such directive within five business days of the date on which such notice of Suspension is sent, the General Secretary shall send written notice to the member and his/her Council Chairperson advising the member that his/her benefit payments are forfeited.
- d. Each member shall be responsible for informing Constellation's Healthcare Professional and the General Secretary in writing of any change in his or her complete, current mailing address or phone number. If a member will not be available at their home phone number, the current telephone number at which he or she can be reached during normal business hours must be provided to Constellation's Healthcare Professional and the General Secretary. In the absence of such information, Constellation's Healthcare Professional, the General Secretary, the Plan Administrator and the Board may direct correspondence to the member's last address and phone number in Constellation's Human Resource records system. A payment or communication directed to any member at the applicable address or phone number shall be deemed to have been received by the member for all purposes under the plan and the Rules, and no party shall be obliged to search for or ascertain the location of any member. Nothing contained in this paragraph shall relieve any member of obtaining prior approval to travel outside the area as required under Section 8.
- e. A member shall be ineligible for benefit payments for any period for which Satisfactory Proof of Disability is not timely received. The General Secretary may authorize an extension of the timing requirements imposed on a member by this Section C.3 with respect to submitting appropriate documentation solely in cases in which the member's medical condition renders the member completely incapacitated such that timely compliance is impossible. Any such extension shall not extend beyond the earlier of (i) ten business days from the date that the member's medical condition improves such that compliance is no longer impossible or (ii) ten business days from the date that the General Secretary informs the member's Council Chairperson that such documentation requirements have not been satisfied.

4. Duration of Benefits

Benefits shall be payable for a period commencing with the eighth calendar day of disability and continuing until the termination of disability, but in no instance shall such period exceed 65 weeks for any one case of disability. Benefit payments shall cease upon return to part-time or full-time regular or modified work.

5. Relapse/Bridging

If the member is absent on disability and returns to full-time work, another absence for the same or a related condition shall be termed a “Relapse” and shall be considered a continuation of the previous disability in the following circumstances:

- a. The previous absence did not exceed 4 weeks and the second absence occurs within 30 days of the return to work full-time, or
- b. The previous absence exceeded 4 weeks but was no more than 26 weeks and the second absence occurs within 45 days of the return to work full-time, or
- c. The previous absence exceeded 26 weeks and the second absence occurs within one year of the return to work full-time.

The 30-day, 45-day or one-year time period, as applicable, of the relapse rules above shall commence from the date of return to full-time work. Any single day of Code 22 absence for the same disability within the time periods shall have the effect of starting a new 30-day, 45-day or one-year relapse period.

The General Secretary shall notify in writing, the member and his/her Council Chairperson of the application of the above relapse rules of any disabilities that are considered to be a relapse within 7 months of the first day of the disability. This letter shall contain a copy of the Section 5 Relapse/Bridging rules in its entirety and an explanation of the applicable appeal procedure.

6. Termination of Benefits

Benefit payments shall cease when the member becomes employed with another employer (including self-employment), or when the member is able to engage in his/her regular employment or acceptable modified duty pursuant to Section C.10, or upon termination of membership.

7. Forfeiture of Benefits

The claim of a disabled member to disability benefits shall be forfeited if:

- a. The member declines to submit to a physical examination by a physician selected by Constellation’s Healthcare Professional, and agreed to by the General Secretary or his designee;
- b. The member travels to an area away from his/her home area where he/she would normally receive treatment for his/her condition for any reason, without the consent

of the General Secretary following consultation with Constellation's Healthcare Professional. Advance notice to the General Secretary and Constellation's Healthcare Professional must be provided;

- c. The member, after being warned, neglects, in the opinion of Constellation's Healthcare Professional, and agreed to by the General Secretary, to employ reasonable means to aid his/her recovery;
- d. The member makes an assignment of his/her disability benefits, other than pursuant to an order or judgment for support of the member's spouse or dependents (within the meaning of section 152 of the Internal Revenue Code), or his/her benefits are attached;
- e. The member fails to timely provide Satisfactory Proof of Disability from the member's treating physician or to respond to Constellation's Healthcare Professional in accordance with Section C.3. It is the member's responsibility to assure that his/her treating physician provides all requested information in a timely manner; or
- f. The member submits an altered disability benefits claim form, as determined by Constellation's Healthcare Professional.

8. Traveling While On Disability

- a. While on disability, if a member wishes to leave the territory as described in Section C.7.b, the member shall, before leaving, obtain the consent of the General Secretary, following consultation with Constellation's Healthcare Professional. The member shall keep the General Secretary or designee informed of his/her correct address, and shall, as proof of disability, furnish a physician's statement to Constellation's Healthcare Professional as required by such professional's discretion.
- b. While traveling during disability, the member shall provide to Constellation's Healthcare Professional, the course of treatment or therapy and the name of the treating physician.

9. Disability Occurring While Traveling

If a member becomes disabled while away from his/her home or local area and cannot return, the member must furnish a physician's statement which constitutes Satisfactory Proof of Disability to Constellation's Healthcare Professional (as determined by such professional), as often as determined necessary by such Constellation Healthcare Professional.

10. Return To Duty

- a. Upon written agreement between member's treating physician and Constellation's Healthcare Professional that member can engage in work, Constellation's Healthcare Professional will provide a release to duty (modified or full). Documentation supporting this agreement shall be placed in member's Constellation medical file. A member released to full duty or a member whose work modifications are accepted by

his/her department, must report to work upon such release to duty. No further benefits shall be paid with respect to any period following such determination, unless and until and only to the extent that the member again complies with the notification and documentation requirements specified hereunder for claiming disability benefits.

- b. When the Medical Advisor and member's treating physician disagree concerning the nature or extent of the member's illness or injury, including but not limited to the effect of such illness or injury upon the member's ability to perform specified tasks, the General Secretary or his designee may arrange for the member to undergo an Independent Medical Evaluation. Findings of the Independent Medical Evaluation shall be conclusive concerning such illness or injury.

11. Transportation Issues

Neither the Association nor the Companies are responsible for transportation of a member to and from work. The inability to drive or use other transportation shall not be considered a disability under the plan except to the extent that driving is a requirement of the member's job, and modified duty is not available.

12. Subrogation

The Association and the Trust Fund shall be entitled to all subrogation rights permitted under law and equity with respect to any other payment or benefit received by a member in respect of a disability for which benefit payments are also made from the Trust Fund, and a member shall be deemed to hold in constructive trust for the benefit of the Trust Fund, and shall be obligated to pay to the Trust Fund, all amounts so received. The Trust Fund's entitlement to such payments is not in any way subordinate to any "make whole" rule, and shall not be reduced or impaired by the relationship of the amount of proceeds received by the member to the aggregate damages sustained by the member.

13. Funds

All monies received from members, from the Companies, or from any other sources, shall be held in the Trust Fund in accordance with the terms thereof.

14. Appeal

Initial Appeal to Plan Administrator:

If a member believes that he or she was wrongly denied benefits or was paid an incorrect amount of benefits the member or his or her duly authorized representative may file a written appeal to the Plan Administrator in accordance with the claims procedures established under the Plan within one hundred and eighty (180) days of the member's receipt of such denial or incorrect payment. The address to which this appeal shall be sent is provided in the denial letter provide to the member. A signed authorization, in a form specified by Constellation's Healthcare Professional, for release of all relevant contents and provisions of the member's medical file maintained by Constellation's Healthcare Professional to the Plan Administrator, the General Secretary, the Board and their respective counsel, if any, shall be appended.

15. Subsequent Appeal to Board

In the event the member's appeal is denied, the member or his or her duly authorized representative may request further review by the Board by filing an appeal on the MBA Appeals Form in accordance with the claims procedures established under the Constellation Disability Benefit Plan within one hundred and eighty (180) days of the member's receipt of the denial of such appeal. The address to which this appeal shall be sent is provided in the denial letter provided to the member.

The Executive Committee's decision on subsequent appeal shall constitute a final disposition of the matter.

16. Hospitalization Insurance

- a. The Association may, upon such terms and conditions as the Board and the Companies jointly prescribe, arrange for the establishment and administration of a voluntary plan, of group hospitalization and surgical insurance or benefits, or other insurance or benefits of similar nature (herein called "hospitalization insurance").
- b. In the administration of such plan and as appropriate and necessary, the Board may recommend changes in benefit levels, suggest adjustments in the rates charged, and assist in reviewing claims.

17. Amendments

These Rules may be amended by the affirmative vote of a majority of the members of the Board at any regular or special meeting. The Board may act upon no proposed amendment until it has been submitted to the Board in writing, read with no discussion at any regular meeting and referred to the Executive Committee for review. The General Secretary should deliver the proposed amendment and the Executive Committee's recommendation to each Board member at least ten days prior to a Board meeting.

However, no amendment, which shall place additional obligations on the Companies, shall become effective without concurrence of Constellation Energy Generation, LLC.

Note:

Additional definitions may be added by the Executive Committee of the MBA Board as deemed necessary for clarification.

D. DEFINITIONS

1. "Medical Advisor" means a licensed medical doctor, M.D., who is selected and employed or retained by Constellation.
2. "Plan Administrator" means Constellation, acting through its Director, Employee Benefit Plans and Programs, or such other person designated by Constellation from time to time to serve as the Plan Administrator.
3. "Suspension" means the temporary withholding of benefits pending a member's timely

compliance with these Rules.

4. “Forfeiture” means the permanent termination of benefits corresponding to a period of disability.
5. “Compliance” means the member’s adherence to Plan guidelines. Specifically, the member has provided adequate, timely and complete documentation to support her/his inability to work and eligibility for benefits under the Plan.
6. “Satisfactory Proof of Disability” means documentation provided by the member’s treating physician, which may include, a practitioner in an appropriate medical specialty, that objectively demonstrates to the satisfaction of Constellation’s Healthcare Professional of the member’s medical condition, prognosis, course of treatment and need for disability benefits.
7. “Independent Medical Examination” means an examination of a member by a licensed physician or appropriate medical specialist selected by Constellation’s Healthcare Professional to determine the nature and extent of member’s illness or injury, the effect of such injury upon member’s ability to work, or any other medical question that cannot be resolved between Authorized Healthcare Professional and member’s physician.
8. “Business Days” means Monday through Friday, excluding Company holidays.
9. “Normal Business Hours” means Monday through Friday, 8 a.m. to 4 p.m., excluding Company Holidays.
10. “Constellation Healthcare Professional” means a health care professional (which may include a licensed or certified physician, physician’s assistant, nurse practitioner or licensed registered nurse) employed in or retained by Constellation.
11. “Constellation Mutual Benefit Association Trust” means the trust fund into which the Companies and members equally contribute to fund the benefits provided by the Plan.
12. “Constellation Disability Benefit Plan” means the Plan whose benefits are funded under the MBA.
13. “Change in Status” means one of the following:
 - a. the employee or the employee’s spouse/domestic partner experiences a change in employment status that affects benefits;
 - b. the employee’s legal marital status changes due to legal separation, marriage, divorce or annulment;
 - c. the employee’s spouse/domestic partner loses eligibility for benefits or dies;

- d. a child is born, legally adopted or the employee is appointed a legal guardian to a child; or the employee is determined to be the parent of a child;
- 14. “Annual Open Enrollment” means the annual period designated by the Company during which eligible employees may enroll in the MBA.
- 15. “Evidence of Insurability” means documentation, provided by the member’s treating physician, or, if required by a Constellation Healthcare Professional, a licensed physician or appropriate medical specialist selected by Constellation’s Healthcare Professional, that objectively demonstrates to Constellation’s Healthcare Professional, after consultation with its Medical Advisor, that such member has provided satisfactory proof of insurability.