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Checkpoint 2: GFES

- Upon successful completion of the Company's ILT Fundamentals class, the ILT candidate will be required to successfully complete the NRC GFES examination.
- Should an ILT candidate be unable to complete the NRC GFES examination, the PEC will determine how to proceed.

Checkpoint 3: Systems

- The ILT candidate will be required to maintain an overall weekly examination average score of at least 80% as a prerequisite for taking the final examination unless waived by the PEC. To pass will require a comprehensive Systems final examination score of at least 80%.
- Should an ILT candidate be unable to successfully complete the Systems checkpoint, the PEC will determine how to proceed.

Checkpoint 4: Simulator

- Upon successful completion of the ILT Systems checkpoint, the ILT candidate will be required to maintain an *overall* examination average score of at least 80%, as a prerequisite to proceed to Checkpoint 5, Certification, unless waived by the PEC.
- Should an ILT candidate be unable to successfully complete the ILT Simulator checkpoint, the PEC will determine how to proceed.

Checkpoint 5: Certification

- Upon successful completion of the simulator checkpoint, the ILT candidate will be required to successfully complete the ILT Certification examination consisting of a Written Examination, Job Performance Measures (JPM) and a Dynamic Simulator Examination. Passing score for the first two portions of the Certification must be at least 80% as well as passing the Dynamic Simulator Examination.
- Should an ILT candidate be unable to successfully complete the Certification examination, the PEC will determine how to proceed.

Checkpoint 6: NRC Examination

- Upon successful completion of the NRC license examination, the ILT candidate will be promoted to Nuclear Station Operator (NSO) classification.
- Should an ILT candidate be unable to successfully complete the NRC examination, the PEC will determine how to proceed.

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e. ILT Failures

- i. Per Attachment 1, employees will be given one opportunity to decline going to ILT for personal reasons. Deviations from Attachment 1 due to unforeseen circumstances may be allowed by the PEC.
- ii. An employee who fails to successfully complete initial license training as described in Attachment 1 will lose any license premium per Section 3(c). The station manager or his designee will make a decision and notify the employee in writing within 3 business days of receiving the recommendations from the PEC regarding the employee. Thereafter, the employee will perform work as an Equipment Operator at the Equipment Operator rate of pay for a maximum period of one and one-half years from receiving the decision of the station manager.
- iii. The company will notify the employee that s/he has 90 days to request consideration for placement into one or more of the following departments:

Mechanical Maintenance
Electrical Maintenance
Fuel Handling

Such an employee may also bid on postings for other promotional series based upon interest and qualifications.
- iv. If management in Mechanical Maintenance, Electrical Maintenance or Fuel Handling determines that an opportunity is open or the employee has bid on and been selected for a posted opening in any other promotional series, the employee at management's discretion shall either be released or start accruing seniority in the new job classification immediately, in which case s/he shall be protected against any employees with lesser seniority. The employee shall enter the new department at the lowest job classification in that promotional series. The employee's rate of pay will be protected at the "B" rate as defined in promotional series "A" "B" and "E" in the collective bargaining agreement. Future changes in wage rates will be applied in the same manner as to other employees in that job classification at the time of the general wage increase.
- v. If the employee refuses to transfer to a selected department, the employee will be assigned to the Station Laborer job classification at the rate of pay for that classification.
- vi. If an opening in the selected department(s) is still not available at the end of the one and one-half year period, the employee will be assigned to the Station

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Laborer job classification at the "B" rate of pay, as defined in promotional series "A" "B" and "E" in the collective bargaining agreement.

f. License Requalification

- i. Beginning in the year 2000, NSO's who successfully complete the required annual written license requalification examination will be granted an annual payment equal to 125 hours of license additive, provided such requalification is accomplished on the first attempt with a score of eighty (80) percent or greater. Such payment will be included in the last pay period of each calendar year.
- ii. Beginning in the year 2000, a bonus of \$500 will be paid to NSO's who on the first attempt successfully complete the annual written requalification examination with a score of 90% or better. Such payment will be included in the last pay period of each calendar year.
- iii. NSO's who are unable to requalify in the NSO job classification will be remediated in accordance with the PRC or be referred to a PEC. If the NSO fails to succeed in the remediation program, the PEC will determine how to proceed. If the NSO is successful in the remediation program, he/she will be returned to the NSO job classification. If the remediation program is unsuccessful, the NSO will be demoted to the Equipment Operator job classification. Employees who have been licensed operators, and are unable to requalify will:
 - (1) Not be eligible for ILT program.
 - (2) Have their license additive placed on a graduated reduction of 20% per year if they have been licensed Operators for six or more years.
 - (3) Have their base rate of pay adjusted in accordance with the number of years as a Licensed Operator, vesting 20% of the differential between the maximum of the Equipment Operator rate of pay and their present rate of pay for each year over five years to the maximum of 100% of the Nuclear Station Operator rate of pay. Future changes in wage rates will be applied in the same manner as to other employees in that job classification at the time of the general wage increase. Such employees will be required to maintain annual requalification for the EO job classification.
 - (4) Employees who have been licensed Operators for less than six years and are unable to requalify will have their license additive removed and will be demoted to Equipment Operator at the maximum rate of pay for that classification. Such employees will be required to maintain annual requalification for the EO job classification.

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Section 4. Performance Review Committee (PRC)

- a. A PRC is a committee designed to review a trainee's training performance when necessary. The PRC will typically include an Operations Management representative, an Operations Training representative and the trainee's bargaining unit representative. It will also be attended by the trainee.
- b. The PRC will review the trainee's performance, considering the point in the process where difficulty occurs and the nature of the problem, to determine any individual training or development needs for the trainee. The PRC may design an individual developmental/training plan and also identify internal and/or external resources to address the developmental/training needs or, as another option, refer the situation to the PEC.
- c. The PRC will be convened at the request of Management, Local 15 or the trainee.

Section 5. Performance Evaluation Committee (PEC)

- a. A PEC is a committee designed to evaluate a trainee's qualification and/or requalification ability when it does not meet acceptable standards and to recommend further action. The PEC will include an Operations Manager, an Operations Training Manager, Local 15 Business Representative, the trainee's Chief Steward or their designees. It will also be attended by the trainee, as well as Human Resources acting as a facilitator.
- b. The PEC will be convened at the request of the PRC, Management, Local 15, or the trainee.
- c. The PEC will evaluate a trainee's performance while in training and any mitigating or uncontrollable circumstances. The PEC will determine the proper course of action for each trainee on a case-by-case basis, in accordance with the terms and conditions of this Agreement.
- d. Recommendations of the PEC are subject to approval by the Station Manager.

Section 6. Operating Department Work Schedule

- a. The guidelines herein are intended to implement standard operating schedules at the sites for the years 2004 and 2005.
- b. A standard rotating shift schedule will be implemented at each site and will remain in effect for the calendar years 2004 and 2005.

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- c. Management shall meet with the Union to discuss refuel outage schedules, which will be included in the shift pick.
- d. Beginning in 2005 and annually thereafter representatives of Local 15 will meet with representatives of management between August 15 and September 15 to discuss operating schedule(s) for the upcoming year. Selection will take place by the end of October, and the schedule will be implemented in the first full week of the second pay period of the New Year. The schedule may include a certain number of day shift positions. The schedule will be posted in a designated location and updated every two weeks.

Section 7. Shift Schedules

a. Election for Years 2004 and 2005

- i. For the two year period (2004 and 2005), affected employees will be afforded the opportunity to select an operating schedule of greater than 8 hours duration from Attachment 2, as follows:
 - (1) Schedule #2 (6 crew, 8/12 hour)
 - (2) Schedule #3 (5 crew, 12 hour)
- ii. The six-crew/8 hour schedule set forth in Schedule #1 in Attachment 2 shall be the designated default schedule in the event that Schedule #2 or Schedule #3 is not selected by the affected employees.
- iii. The Union shall conduct a ratification process among affected promotional series "C" Operating Department employees at each site to determine the schedule for that site. A 75% majority of the affected promotional series "C" Operating Department employees is required to adopt Schedules #2 and #3.
- iv. Prior to July 1, 2005 the parties shall meet to discuss schedules for the following year(s).
- v. A separate pick for outages will be made if Schedule #1 is selected for the years 2004 and 2005.
- vi. No separate pick for outages will be made if Schedule #2 or Schedule #3 is selected for the years 2004 and 2005.

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- vii. The Company will honor a crew's shift schedule for an outage regardless of a change in outage dates (i.e., employees scheduled for days will work days and employees scheduled for nights will work nights).

Section 8. Twelve-Hour Shift

a. Hours of Work

- i. The basic work week shall normally consist of either three or four or five regularly scheduled basic work days within the basic work week as specified in the attached schedule(s).
- ii. The basic work day shall consist of either eight or twelve hours of work, which shall be consecutive and as designated in the attached schedule(s).
- iii. Starting time for 12-hour shifts will be 0700 hours for day shift and 1900 hours for night shift.
- iv. Only one calendar day in each employee's basic workweek will be designated as the employee's second regular day off (2nd RDO). A second regular day off worked, or the designated 2nd RDO per the attached schedule if no second regular day off is worked prior to the designated 2nd RDO, will be considered the 2nd RDO.

b. Rate of Pay

- i. Compensation will be based on actual hours worked for each work week, reported for payroll purposes on a bi-weekly basis.
- ii. Regularly scheduled work hours are paid at straight time.
- iii. Overtime shall be paid per the Collective Bargaining Agreement Article IV, Section 13.
- iv. All regularly scheduled basic work week hours for which an employee actually works in excess of forty hours shall have ½ time premium applied. This premium is considered an overtime rate under the provisions of Article IV, Section 5 of the Collective Bargaining Agreement.
- v. Sunday premium remains per the Collective Bargaining Agreement Article IV, Section 5.

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c. Vacation

- i. Vacation shall be granted in full day increments, except as provided below, as determined by dividing the total hours of accumulated vacation (calculated on the basis of an 8-hour work day) by 12.
- ii. Partial vacation days resulting from the above calculation (either four or eight hours) will be taken in whole as a part day vacation.

d. Holidays

- i. When a holiday is observed on an employee's basic work day, the employee may be given the day off and shall be paid at the employee's basic hourly rate of pay for either 12 hours or 8 hours, whichever is applicable.
- ii. When an employee works on a holiday which is observed on one of the employee's basic work days, the employee shall be paid at their basic hourly rate of pay for the day (either 12 hours or 8 hours, whichever is applicable) and in addition, shall be paid on the following basis for any hours which are allocated to the holiday:
 1. Time and one-half for any hours during the employee's regular schedule for the basic workday.
 2. Double time for any hours worked outside of the employee's regular schedule for that basic workday.
- iii. When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, the employees shall be paid 8 hours at the applicable overtime rate. However, if the employee works, the employee shall be paid in addition at the rate of time and one-half for the first 8 hours worked on the employee's first regular day off, and double time rate for the first 8 hours worked on the employee's second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

e. Benefits

Base pay for the purposes of payroll deductions for the Employees Savings and Investment Plan and the Employees Stock Purchase Plan and credits for the Service Annuity System Plan shall be computed on the basis of regularly scheduled hours worked for each work week during bi-weekly payroll period, determined without regard to any premium payment for such work, subject to the Company's determination as to whether amendments can be made without affecting the qualified

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status of such plans under the Internal Revenue laws and applicable regulations or otherwise adversely affecting such plans.

Section 9. Overtime

- a. Overtime will be offered in accordance with the Collective Bargaining Agreement and the guidelines delineated in NRC Generic Letter 82-12 (Ref. Arbitration award dated May 23, 1994).
- b. For absences greater than or equal to four (4) weeks, the individual will have the option of keeping the overtime hours he/she had prior to the absence or having his/her hours adjusted to the current average value of their respective workgroup.
- c. The overtime list will be zeroed each year at the second pay period.
- d. When an employee is on a four-day consecutive stretch of RDOs, on an 8-hour schedule, he/she will be placed at the bottom of the overtime list for purposes of forced overtime.
- e. When an employee is on a five, six or seven-day consecutive stretch of RDOs, on a 12-hour schedule, he/she will be placed at the bottom of the overtime list for purposes of forced overtime.

Section 10. Overtime in Training

- a. Operators in training, outside of overtime to facilitate training by mutual consent, are eligible for overtime on afternoon shift only, but will not be forced for overtime.
- b. Operators in ILT, outside of overtime to facilitate training, are only eligible for overtime on RDOs, and will not be forced for overtime.

Section 11. Vacation Selection and Limitations

Vacations shall be selected and scheduled in accordance with Article VI of the Collective Bargaining Agreement and the following:

- a. An employee will have 3 regular workdays in which to make his/her vacation selection.

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- b. Full weeks of vacation take precedence over partial weeks. "Bracketing"¹ of RDO's or holidays is permitted as long as the maximum number of employees allowed off is not exceeded (unless excepted by management discretion). The maximum number of employees allowed off per work group is limited to 20% of the on-shift complement. For example, if there are 25 NSO's assigned to crews at a site, a maximum of five can be off on vacation at one time.
- c. Employees will be placed at the bottom of the overtime list in reverse seniority for purposes of forced overtime on consecutive RDO's immediately preceding a full week of vacation.
- d. Management shall endeavor to cover employees' reasonable requests for vacations.

Section 12. Relief Week Utilization Sequence

At management's discretion, employees on relief week may have their schedules changed to cover shift vacancies provided the shift change occurs during the Monday through Friday period of the week.

When management determines that relief week shift coverage is required, the following relief week utilization sequence will apply:

- a. In seniority order, employees are asked to cover vacancies.
- b. After relief week shift coverage has been assigned to an employee, that employee becomes the last person to be forced to cover shift vacancies the next time relief week shift coverage is required.
- c. If there are no volunteers to cover relief week shift vacancies the low person in the relief week utilization sequence shall be forced to cover the vacancy.
- d. The bargaining unit will administer relief week utilization.

¹ Bracketing is the practice of taking vacation days immediately preceding and following consecutive RDO's or holidays. In such cases the employee is not eligible for overtime.

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Section 13. Holiday Staffing

When a holiday occurs on a regular work day, employees scheduled to work on that day will be allowed off as conditions permit, beginning with the extra personnel having the most seniority, who are not on the duty crew. Employees in training will be given the holiday off unless training is being conducted on the holiday.

Section 14. Combination of Non-licensed Operator Classifications

- a. Upon completion of the necessary training, incumbent non-licensed Equipment Attendants and Equipment Operators will be placed into the single job classification of Equipment Operator.
- b. Consistent with the combining of Equipment Operator and Equipment Attendant classifications, and the Collective Bargaining Agreement, a single overtime list will be established.
- c. The company recognizes its obligation to offer training that will enable Equipment Operators to maintain safety and proficiency in all duties. The bargaining unit will have input into training through the job task analysis process.
- d. Upon ratification or, effective August 27, 1999 if ratification occurs on or before October 15, 1999, all incumbent Equipment Attendants will be promoted to Equipment Operator.

Section 15. Professional Attire

The Company will provide laundered professional attire that meets safety requirements for all licensed and non-licensed operators. There shall be one standard uniform at all stations for licensed operators and another one for non-licensed operators. Licensed and non-licensed operators will be given the opportunity to choose uniforms from company approved selections. Operators shall wear the uniforms at all times while they are at work, unless exceptions are authorized by management.

Section 16. Standardization and/or Elimination of Local Agreements

The parties agree that Attachment 3 represents a complete listing of all local agreements between the Union and the Company. In a joint effort to reduce complexity, increase compliance with the Collective Bargaining Agreement, and to standardize, to the extent possible, operations at each nuclear station, the local agreements referred to in Attachment 3 have been consolidated or eliminated. No agreement shall be valid

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hereafter without the signatures of an NGG Corporate Officer and a union Business Representative.

Section 17. Lubrication

Operations Department will be responsible for any required additions of oil as determined on operator rounds.

Section 18. Out of Service Writing

- a. Out of service writing is Nuclear Station Operator (NSO) work.
- b. Other qualified individuals will not routinely sign as a preparer or as a verifier of an out of service unless there are no NSOs available on shift and an emergent condition exists that requires an out of service to be prepared (examples include "A" priority or critical path work, plant transient, or personal safety issues).
- c. In the event that Operator shifts are fully staffed, NSO's may, on a seniority basis select a non-rotational out of service job assignment for the duration of the shift schedule.

Section 19. Career Opportunities

- a. In the Event that Operator shifts are fully staffed, qualified operators with 6 or more years of experience in their classification may, on a rotational basis with respect to seniority, request assignments lasting up to the duration of the shift schedule that are "non-traditional" bargaining unit work. These are off-shift job assignments, identified by management, that include activities such as training, procedure writing, work control, quality assurance or system engineering. Local 15 forgoes any claim of future rights to any non-traditional job that is assigned to bargaining unit members as a result of this agreement.
- b. During that year, the selected employee(s) will be upgraded, scheduled and paid as management, notwithstanding the provisions of Article VII, Section 3 of the CBA. The operator will receive a pay upgrade equal to ten percent (10%) of base pay for all hours worked in the off-shift assignment. Any employee so assigned must maintain his/her qualification status.
- c. If during the course of an off-shift job assignment, the operator fails to perform as required, the operator and the union will be notified and the operator will be given the

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chance to improve performance. Should efforts to improve fail, the operator will be returned to the on-shift crew complement.

- d. Normally off-shift job assignments are restricted to straight time hours worked only. In the event that overtime, specific to such job assignments is required, (for example refuel or forced outage activities) such overtime shall be allowed on a limited basis. The intent of this practice is to allow job flexibility provided such overtime is not excessive in relation to the average overtime worked in the NSO or EO classification.
- e. In the event that operating conditions so require, the operator may be assigned to work in his/her regular classification for limited periods. For all hours worked in his/her regular classification, the operator shall be paid in accordance with his/her regular classification.
- f. During the off-shift assignment, the operators will maintain their normal position on the applicable overtime list and will be available for both voluntary and forced overtime in their classification. Management will have the discretion to disallow this overtime if, in management's judgment, it interferes with the responsibilities of the off-shift assignment. For all overtime hours worked in their regular classification, the operator shall be paid in accordance with their regular classification. This paragraph does not alter any other paragraphs in this section.

Section 20. Labor/Management Committee

The parties shall establish a labor/management committee consisting of bargaining unit and management representatives from the sites as well as from the Union's central leadership and the NGG leadership. The committee shall meet semi-annually to discuss issues of concern to either side. Union and management shall both contribute to the agenda for these meetings.

Section 21. Wage Proposal

Effective on the date of ratification of this agreement or, effective August 27, 1999 if ratification occurs on or before October 15, 1999, the base wages of employees in the Operating Department, exclusive of any additive, premium or other adjustment amounts shown in the Exhibits of the Collective Bargaining Agreement, shall be increased by 5.5% for the Nuclear Station Operator and Equipment Operator job classifications (see Attachment 5).

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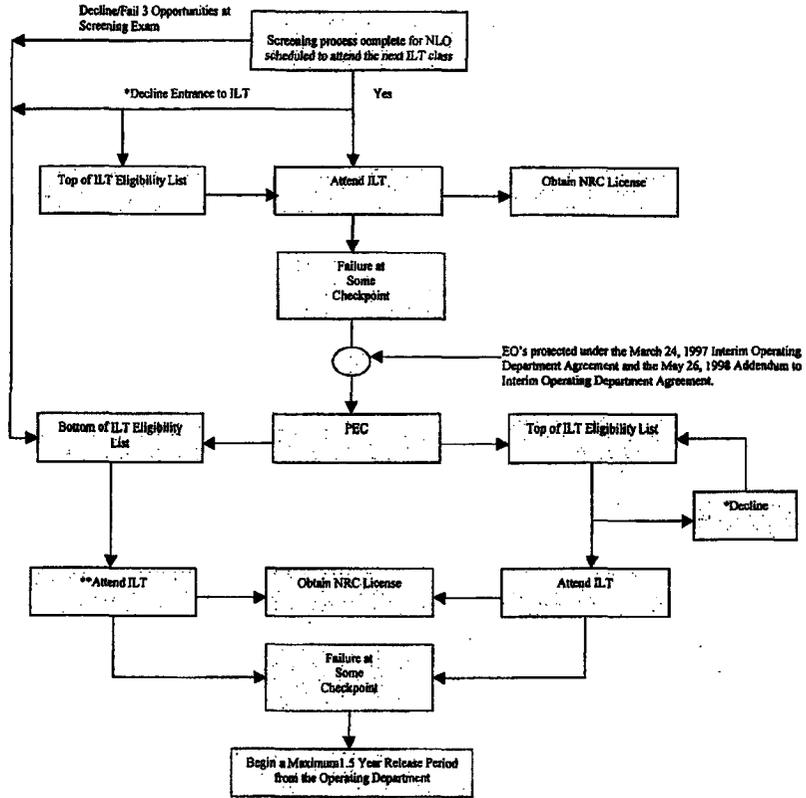
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Section 22. NRC Reactor Operator License Additive

Beginning in the year 2000, upon receipt and continued maintenance of an NRC nuclear reactor operator's license covering station "sister" units, employees in the NSO job classification will be granted an amount per hour equal to 16% of the maximum hourly base rate of pay of the Nuclear Station Operator (rounded to the nearest cent) in addition to the rates shown in Exhibit A Physical of the Collective Bargaining Agreement.

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**Attachment 1 - ILT Selection
Initial License Training Flowchart**



* If a NLO declines to attend ILT more than one time he/she shall begin a maximum 1.5 year release period from the Operating Department.
 ** If a NLO has not yet passed the screening exam and has been given at least 3 opportunities then he/she shall not attend ILT and he/she shall begin a maximum 1.5 year release period from the Operating Department.

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Attachment 2 - Schedules

Schedule # 1: 6 Crew, 8 Hour

1	T	2	T	T	T	X	X@
2	R	R	R	R	R	X	X@
3	X	X@	2	2	2	2	2
4	2	X	X@	3	3	3	3
5	3	3	3	X	X@	1	1
6	1	1	1	1	1	X	X@

Schedule # 2: 6 Crew, 8/12 Hour

1	T	T	T	T	T	X	X@
2	3	3	3	3	3	X	X@
3	R	R	R	R	X*	X@	X
4	X	X@	X	2	2	D	D
5	2	2	2	X	X@	1	N
6	N	1	1	1	1	X	X@

Schedule # 3: 5 Crew, 12 Hour

1	D	D	D	D	X	X@	X
2	N	N	N	N	X	X	X@
3	X	X@	X	X	D	D	D
4	X	X	X@	X	N	N	N
5	X	T	T	T	T	X	X@

Schedule Legend

1 - Midnight Shift (2300 to 0700)

2 - Day Shift (0700 to 1500)

3 - Afternoon Shift (1500 to 2300)

X - RDO

X* - RDO subject to change for relief coverage

N - Night Shift (1900 to 0700)

D - Day Shift (0700 to 1900)

T - Training (0700 to 1500)

R - Relief

X@ - 2nd RDO

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Attachment 3

Document #	Station	Description	Disposition
A-1	BWD	Procedure Support	Eliminated
A-2	LAS	Restricted Duty	Eliminated
A-4	BYR	Sign Making	Eliminated
A-7	LAS	Lubrication	Eliminated
A-28	DRE	A/B Duties	Eliminated
A-36	DRE	Turbine Oil Screens	Eliminated
A-46	BYR	Special Projects	Eliminated
B-6	LAS	Forced Overtime	Eliminated*
B-7	LAS	Callout while on vacation	Eliminated
B-12	LAS	Overtime	Eliminated*
B-13	LAS	NSO/EO callouts	Eliminated*
B-17	DRE	Outage agreement	Eliminated
B-25	BWD	EA/EO overtime rules	Eliminated*
B-42	DRE	Overtime for meetings	Eliminated
B-43	DRE	Callout sequence	Eliminated*
D-1	BWD	Holiday manning	Eliminated*
D-2	LAS	Holiday manning	Eliminated*
D-2b	LAS	Holiday manning	Eliminated*
D-3	LAS	Holiday manning	Eliminated*
F-2	DRE	Fourth NSO duties	Eliminated
F-3	LAS	EO Duties	Eliminated
F-3b	LAS	EO Duties	Eliminated
F-14	BYR	Transfer of work	Eliminated
L-4	LAS	OOS writing	Eliminated*
F-4	QC	Duties	Eliminated*
G-6	BWD	Shift pick rules	Eliminated*
H-10	DRE	Shift pay	Eliminated
J-1	DRE	Vacations	Eliminated*
X-10	BWD	Offsite training	Eliminated*
X-17	DRE	Outage overtime	Eliminated
X-18	DRE	Condenser tube cleaning	Eliminated
X-19	DRE	Outage overtime	Eliminated
X-26	DRE	'91 labeling project	Eliminated
X-21	DRE	Outage overtime	Eliminated
X-24	LAS	Outage Aux operator U/G	Eliminated
B-46	QC	Overtime in training	Eliminated*
B-47	LAS	Averaging overtime hours	Eliminated*
F-15	LAS	Shutdown rounds	Eliminated
G-17	LAS	"R" week use	Eliminated
G-18	BWD	Trades	Eliminated

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L-5	BWD	Prep & clear OOS's	Eliminated*
L-6	BWD	OOS support	Eliminated*
F-16	BWD	A/B work split	Eliminated
G-19	BYR	Scheduling	Eliminated*
H-12	BYR	Ops/Clerical split	Eliminated
J-12	BYR	Vacation scheduling	Eliminated*
G-20	BYR	12 hr. shift adj. to policy	Eliminated*
F-17	BYR	EA/EO work split	Eliminated
A-73	BYR	Waterbox cleaning	Eliminated
A-74	BYR	Cleaning	Eliminated
A-75	BYR	Tube leaks	Eliminated
D-12	QC	Holidays	Eliminated*
D-13	QC	Crew pick 1999	Remains in '99.
D-14	QC	Guidelines for 5-crew	Eliminated
A-72	QC	Bumping/downgrading	Eliminated
X-10b	BWD	Offsite Training	Eliminated*

* Consolidated into the scheduling and overtime portions of this Agreement

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Attachment 4

Transitional Implementation

The following terms relate to the initial implementation of the 1999 Nuclear Operating Agreement. Following the initial implementation, the terms of the Nuclear Operating and the Collective Bargaining Agreement will govern.

1. For the purpose of balancing experience levels, crews for the year 2000 may contain a number of junior slots to accommodate the large numbers of recently qualified Equipment Operators (EO's) on a site by site basis. Until a site has completed each phase of the Equipment Attendant (EA)/EO migration, separate overtime lists for the unfinished phase(s) will be maintained at that site.
2. For the first annual requalification after the EA/EO combination, in the event of failure, the EO will be placed in a remediation program for up to three months, as determined by the Performance Evaluation Committee (PEC), at which time a combination of written and performance examinations may be used to determine the status of the EO.
3. Employees who were considered protected incumbents under the July 15, 1985 Operating Agreement will continue to work under the terms and conditions of that Agreement which were applicable to them but will be afforded the opportunity to train for the combined duties. Those employees are: L.R. Huizenga, C. Reader, M. Romano and K.E. Mitchell.
4. Employees covered by the March 24, 1997 Interim Operating Department Agreement and the Addendum thereto dated May 26, 1998, (with the exception of the former Zion employees) will be placed on the Initial License Training (ILT) Flowchart (Attachment 1) at the point after one failure. Former Zion employees, covered under the above Agreements, will be placed at the bottom of the eligibility list with one failure. All other such employees will be given the opportunity to choose the top or bottom of the ILT eligibility list. When such employees next become eligible to attend ILT, those who have only one previous failure will be given the opportunity to attend ILT; those who decline ILT or have two previous failures will be notified in accordance with Section 3(e)(iii).
5. The parties agree to cooperate on the piloting, selection and implementation of the ILT screening examination referred to in Section 3(a) of this Agreement.
6. The EO's (temporary and permanent) at Zion Station will have their rate of pay adjusted per this Agreement. No other provisions of this Agreement will apply (i.e. Schedules, ILT Selection, Career Opportunities, etc.).

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7. Former Zion employees who are described in Section IV; Paragraph 6 of the Memorandum Regarding The Redeployment Related To The Closing Of Zion Generating Station, dated June 2, 1998, will continue to have their license premium reduced in accordance with that Agreement.
8. Management and Local 15 Representatives at each site will discuss a reasonable transition to implement this Agreement, including such issues as the following: uniforms; employees currently performing Out of Service writing at their location will continue to perform that task for the remainder of the 1999 Operating Department schedule; employees currently performing duties as defined in Section 18 of this Agreement, will continue to perform those duties for the remainder of the 1999 Operating Department schedule and will be paid, upon ratification, or retroactively to August 27, 1999 if ratification occurs on or before October 15, 1999, in accordance with Section 18 of this Agreement.
9. There will be no requirement to pass the screening examination for the first ILT class, at each site, following ratification of the Agreement.
10. For the year 1999, the license requalification bonus shall be paid to qualified employees under the terms of the Operating Agreement dated July 15, 1985. For the remainder of the year 1999, qualified employees shall also be paid 14% of the maximum of the Nuclear Station Operator rate as a license additive under the terms of the Operating Agreement dated July 15, 1985.
11. Implementation of standard uniforms shall proceed as soon as administratively feasible. Within 60 days after ratification, the Company will provide the Union with uniform selections as specified in Section 14. The Union shall select from those choices within 30 days thereafter.

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Attachment 5

Amendments to The Collective Bargaining Agreement

Exhibit A

Nuclear Station Operator

<i>Rate Steps</i>				<i>Time Step</i>		<i>Cumulative</i>
<i>04/01/98</i>	<i>04/01/99</i>	<i>08/27/99</i>	<i>04/01/00</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
25.87	26.65	28.12	28.96	6	-	-
25.90	26.68	28.15	28.99	6	0	6
25.94	26.72	28.19	29.04	6	1	0
25.97	26.75	28.22	29.07	6	1	6
26.00	26.78	28.25	29.10	6	2	0
26.03	26.81	28.28	29.13	6	2	6
26.06	26.84	28.32	29.17	6	3	0
26.15	26.93	28.41	29.26	Maximum	3	6

Equipment Operator, Nuclear

<i>Rate Steps</i>				<i>Time Step</i>		<i>Cumulative</i>
<i>04/01/98</i>	<i>04/01/99</i>	<i>08/27/99</i>	<i>04/01/00</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
24.21	24.94	26.31	27.10	6	-	-
24.24	24.97	26.34	27.13	6	0	6
24.27	25.00	26.37	27.16	6	1	0
24.30	25.03	26.41	27.20	6	1	6
24.33	25.06	26.44	27.23	6	2	0
24.36	25.09	26.47	27.26	6	2	6
24.39	25.12	26.50	27.30	6	3	0
24.42	25.15	26.53	27.33	Maximum	3	6

September 2, 2003

**Exelon Generation
Operating Agreement**

Exhibit B

Lines of Promotion and Demotion

Normally		
Comes from	Promotes or Transfers to	Demotes or Transfers to

Promotional Series C***

1. Nuclear Station Operator (AO).....	C-2	AN
2. Equipment Operator.....	C4	AN
3. Auxiliary Operator (AM).....	AA	AN

~~AL Immediate promotion to Equipment Operator for qualified Equipment Attendants after 3 years of actual experience in this classification and successful completion of the required training and examination.~~

~~AM Immediate promotion to Equipment Attendant for qualified Auxiliary Operators after nine months of actual experience in their classification and successful completion of the required training and examinations. Qualified employees in the Auxiliary Operator classification who have successfully completed the required training and examinations shall immediately be promoted to the title of Equipment Operator, Nuclear, not to exceed thirteen months.~~

AN Demotes or transfers in accordance with the provisions of the Memorandum of Agreement dated August 27, 1999.

AO Upon receipt and continued maintenance of an NRC Nuclear reactor operator's license covering station "sister units", employees in this job classification will be granted an amount per hour equal to 16% of the maximum hourly base rate of pay of the Nuclear Station Operator (rounded to the nearest cent) in addition to the base rates of pay as shown in Exhibit A of this Collective Bargaining Agreement.

Under Memorandums and Letters in the Supplement to Collective Bargaining Agreement delete #13. Letter regarding Nuclear Station operations dated 4-7-88 and #16. "Twelve-hour shift schedule program" signed 11-29-93.

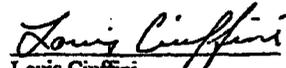
September 2, 2003

**Exelon Generation
Operating Agreement**

For the Union:

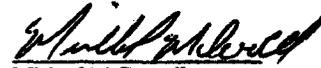

Dean Apple


Thomas Christ


Louis Ciuffini


David Mullen

For the Company:


Michael McDowell


Gary Dudge


Stephen Stinae


Dennis O'Connor

April 18, 2001

William Starr
President and Business Manager
1548 Bond Street, Suite 103
Naperville, IL 60563

RE: For Cause Drug and Alcohol Testing

During negotiations the Union raised the issue of for cause drug and alcohol testing under the parties' Agreement Regarding Drug and Alcohol Testing dated October 31, 1990. In an effort to further clarify the parties' understanding, the Company agrees that when a supervisor is concerned that an employee may not be fit for duty, the supervisor should observe the employee's condition and document his/her observations. Whenever a second management employee is readily available (i.e., on site) he/she will also observe and document the employee's condition.

Sincerely,

John Samolis
Vice President of Employee & Labor Relations

August 23, 2002

Mr. Robert A. Joyce, President
Mr. Nick Citta, Vice President
Local Union 15 – I.B.E.W.
1548 Bond Street
Suite 103
Naperville, IL 60563

Gentlemen:

The Company and Representatives have had numerous discussions regarding the Realignment of Fleet Services.

Attached is the final proposal which provides for expanded promotional opportunities, compensation for individual achievement of skill certifications, and efficiency enhancements. Upon successful ratification, this proposal will immediately be in effect.

This letter will serve as written agreement that upon ratification, the company terminate our current agreement with the subcontractor performing maintenance and repair services on our equipment at Crystal Lake. Additionally, we are in agreement with your request to pursue maintenance responsibility on work equipment currently rented by the company. Examples of this work are vehicles provided by vendors such as Global and Ditch Witch.


Christopher Lyons
Director, Fleet Services

Approved: 
Bob Blyth
Director of Labor Relations

Fleet Services Realignment Agreement
August 23, 2002

As a result of discussions between Management and representatives of Local 15, the company proposes changes in the job classifications of employees within the Fleet Services Department. These changes provide greater flexibility of job assignments and efficiency enhancements, which are necessary in a competitive industry. Additionally, this proposal provides financial recognition for individual achievement of approved skills certification. Upon successful ratification, it is understood that this agreement supercedes any previous agreement related to the work described in this document. Conditions not specifically covered by this memorandum will be in accordance with the terms and provisions of the Collective Bargaining Agreement.

A. Current Job Classifications:

The following job classifications will be abolished:

Mobile Equipment Mechanic
Mechanic Transportation Equipment
Mechanic System Auto Shop
Maintenance Mechanic, Transportation Equipment
Garage Attendant

B. Proposed Job Classifications:

The following job classifications will be created:

Lead Mechanic, Fleet
Equipment Mechanic, Fleet
Maintenance Mechanic, Fleet
Fleet Assistant

Note: The Fleet Assistant position will not exceed 25% of the total workforce.

Fleet Final Package

C. Incumbents

1. Vacancies in the Lead Mechanic, Fleet classification with a maximum rate of pay of \$31.24 will be filled by system-wide seniority. Incumbent employees who held the Mobile Equipment Mechanic or the Mechanic Transportation Equipment A classification will be required to demonstrate proficiency prior to promotion as defined in Section E-1. Failure to maintain proficiency after promotion will result in demotion to the next lower classification.
2. Employees in the current classifications of Mobile, Equipment Mechanic and Mechanic, Transportation Equipment will be promoted to Equipment Mechanic, Fleet with a maximum rate of pay of \$30.03 per hour.
3. Employees in the current classification of Maintenance Mechanic (B Mechanic), Transportation Equipment will be promoted to the Maintenance Mechanic, Fleet classification with a minimum rate of pay of \$23.30 per hour.

D. Future Advancement Requirements (After initial implementation):

1. The Equipment Mechanic, Fleet will promote by seniority to Lead Mechanic, Fleet as vacancies occur. Equipment Mechanics, Fleet are required to have demonstrated proficiency through temporary upgrades, based on seniority and ability, to be eligible to promote to Lead Mechanic, Fleet.
2. The Maintenance Mechanic, Fleet classification will promote to the Equipment Mechanic, Fleet classification upon demonstrating proficiency in the duties and responsibilities of the Equipment Mechanic, Fleet classification. Seniority will be protected by adjusting seniority retroactively for all incumbents who promote to the Equipment Mechanic classification for a period of 5 years from the ratification of this agreement.

Note: In addition to demonstrating proficiency, Non Incumbents will be required to possess 8 ASE certifications to promote to the Equipment Mechanic Classification.

Fleet Final Package

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3. The Fleet Assistant will not have promotional rights to the Fleet Mechanic classifications. First consideration will be given to the Fleet Assistant when vacancies occur, only if they meet the minimum qualifications of the position.

E. Demonstrated Proficiency:

1. Incumbent employees can demonstrate proficiency in appropriate skills either through documented work performance or third party certification.
2. Currently the approved certification program is defined as the National Institute of Automotive Service Excellence (A.S.E.) or Company Approved Original Equipment Manufacturer Certifications. Only certifications obtained from the following A.S.E. areas are approved to be counted toward meeting promotion requirements:

- A. Automobile (A)
- B. Truck (T)
- C. Equipment (E)

3. The total number of approved certifications eligible for the additional premium is 8 of which 4 will be mandatory. The mandatory certifications for non-incumbent employees in the Equipment Mechanic, Fleet and Maintenance Mechanic, Fleet classifications are:

- T-2 Diesel Engines
- T-4 Truck Brakes
- A-6 Automobile Electrical or T-6 Truck Electrical
- T-3 Truck Drive Train or T-5 suspension and steering

The four additional certifications are elective but must be selected from the three A.S.E. areas defined in section E paragraph 2 or equivalent OEM certification.

Fleet Final Package

4. Upon successful completion of each approved certification, a premium of **\$0.40** per hour will be added to the minimum rate of pay of employees in the Maintenance Mechanic classification as defined in Exhibit A (attached).
5. If it is recognized that a change in the defined certification program is necessary, management will discuss the need for this change with Local 15 prior to implementation.
6. Employees who fail to maintain the required number of certifications, will lose a premium of **\$0.50** per hour for each certification lost below the minimum required number (as defined in section E paragraph 2). Loss of premiums will in no way cause an employee's wage to be adjusted below the base wage rate of the Maintenance Mechanic classification.
7. Non-Incumbents who do not possess the minimum number of A.S.E certificates will have 1 year from the date of employment to acquire the minimum number of A.S.E. certifications or be terminated.

F. Miscellaneous

1. All employees in the Transportation Department are required to obtain and maintain a Commercial Driver's license with appropriate endorsements, including a valid Medical certification.
Note: Incumbents will be reimbursed for the cost of endorsements above the basic CDL and Air Brake endorsement.
2. All classifications will be trained and expected to utilize the Fleet Management System.
3. Promotional Series R and S of Exhibit B will be combined into Promotional Series R.

Fleet Final Package

G. Standardization of Work Practices:

The following work shall not be considered ordinary and customary, and will at the companies discretion be subcontracted:

- **Tires:** The Company will be transitioning to vendor mounted commercial class tire/wheel assemblies. The mounting of commercial class tires will no longer be considered O & C. Commercial Tire related road calls may be contracted at the company's discretion. Installation of mounted tire/wheel assemblies on company property will continue to be considered O & C.
Note: Commercial Class Tires are typically those mounted on wheels greater than 16".
- **Vehicle pick up and drop off by vendor**
- **Transmission Rebuild:** Transmission Removal & Installation will remain "O & C".
- **Spring Rebuild:** Spring Removal and Replacement will remain "O & C".
- **Engine Rebuild:** Engine Removal & Installation will remain "O & C".
- **Vehicle Washing**
- **Towing:** All Towing will be contracted. Current practice of Mechanics overseeing the towing of work equipment will continue. Vehicles (cars) that are stuck will be evaluated on a case-by-case basis.
- **Fire extinguisher, recharge and inspection**
- **Fueling:** Contractors may be utilized to fuel all vehicles not based at company locations with on site fueling facilities. Fueling of vehicles at all sites with fueling sites will remain O & C.

I. Grievances:

The following Fleet/Transportation grievances will be closed:

96-184	96-383
97-201	96-364
96-336	97-454

Fleet Final Package

Exhibit A
Scheduled of Basic Hourly Rates of Pay

Lead Mechanic

Starting Wage	\$ 30.53	
After 3 Months	\$ 30.89	
After 6 Months	\$ 31.24	Maximum

Equipment Mechanic

\$ 30.03

Maintenance Mechanic

\$ 23.30

Minimum

With 1 ASE Certificate \$23.70

With 2 ASE Certificates \$24.10

With 3 ASE Certificates \$24.50

With 4 ASE Certificates \$24.90

With 5 ASE Certificates \$25.30

With 6 ASE Certificates \$25.70

With 7 ASE Certificates \$26.10

With 8 ASE Certificates \$26.50

(Automatic Promotion to Equipment
Mechanic Classification)

Fleet Assistant

\$ 12.50

Note:

For application of premiums as a result of successful completion of approved certifications, refer to the Transportation Realignment Agreement dated August 23, 2002.

Fleet Final Package

Exhibit B
Promotional Series R
Lines of Promotion and Demotion
Fleet Services Department

FLEET

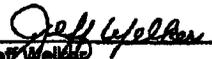
	<u>Comes from</u>	<u>Promotes or Transfers to</u>	<u>On a Department Wide Basis Demotes To</u>
Promotional Series R			
1. Lead Mechanic.....	R-2	AX	R-2
2. Equipment Mechanic.....	R-3	R-1	R-3
3. Maintenance Mechanic.....	AA	R-2	-
Individual Job Classifications Not a Part of Any Promotional Series			
Fleet Assistant.....	AA	-	Layoff
Material Handler.....	AB	-	AD
Promotional Series T (Inside)			
1. Automobile Dispatcher (Passenger Cars)....	T-2	-	T-2
2. Chauffeur (Passenger Cars).....	AA	T-1	AD

Fleet Final Package

Issues: Clarification of Promotion and Lateral Processes in accordance with Fleet Services Realignment Agreement dated August 23, 2002.

Guidelines: During negotiation of the Fleet Package, promotions and laterals were discussed, but guidelines were not included in the package. The following are the guidelines as discussed during negotiations:

- Initial and future laterals and promotions to the Lead Mechanic position will be filled by existing promotional and lateral procedures.
- As openings occur in the Equipment Mechanic classification, the lateral process will be followed. The result of the lateral process will define the location where the promotions will be filled.
- Promotions to the Equipment Mechanic position will be based upon the following:
 - (Incumbents only) Demonstrated proficiency or achievement of approved certifications as defined in the package.
 - Non-incumbents must achieve the approved certifications as defined in the package.
- Initial and future promotions to Equipment Mechanic based upon the above achievements will be done in place.
- Employees in the Maintenance Mechanic classification are not eligible for laterals.


Jeff Walker
Operation Manager Fleet


Dave Dexheimer
Labor Liaison


Brian Loomis
Business Representative

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