

540-345

**QUAD CITIES
COLLECTIVE BARGAINING AGREEMENT**

between



Exelon Nuclear Security, LLC

and

**International Union, Security, Police
and Fire Professionals of America
(SPFPA)**

and its Local 238

Effective: June 17, 2017

Through: June 17, 2020

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AGREEMENT

THIS AGREEMENT made and entered into this June 17, 2017 between Exelon Nuclear Security, LLC hereinafter referred to as the "Employer" and INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA), 25510 Kelly Road, Roseville, Michigan 48066, and its Affiliated Local Union #238, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and regular part-time armed and/or unarmed security officers performing security duties within the meaning of Section 9(b)(3) of the National Labor-Management Relations (Taft-Hartley) Act of 1947, as amended, who are employed by the Employer, at its Quad Cities Nuclear Generating Station in Cordova, Illinois 61242-0216, the Quad Cities location but excluding all other employees, all production and maintenance employees, all office clerical employees, all confidential employees, all professional employees, all technical employees, all supervisors, trainers, leads and managers and all other supervisors as defined in the Act.

ARTICLE 2

MANAGEMENT RIGHTS

This Agreement shall not be construed to infringe or impair any of the normal management rights of the Employer, which are not inconsistent with the provisions of this Agreement. Included among management rights is the right to hire new employees and direct the working forces; the right to discipline, suspend or discharge employees for just cause; the right to assign shifts; the right to require employees to observe Exelon Corporation, and NRC policies, rules and regulations not inconsistent with this Agreement; the right to plan, direct, control, continue or discontinue operations; the right to establish and change work schedules and assignments; the right to select and determine the number and type of employees required; the right to select and determine the method and manner of operations; the right to establish the standards of work performance for employees; the right to introduce new or improved methods; the right to change existing business practices. The right of the Employer to make rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and to the employees, to require compliance therewith by employees, is recognized. This statement of management rights which remains unimpaired by this Agreement is not intended to exclude others, which are not mentioned herein.

ARTICLE 3

UNION SECURITY

Section 1. An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Section 2. Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly requires as a condition of acquiring or retaining membership in the Union or, in the alternative, by tending to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

Section 3. In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that employee.

Section 4. Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

ARTICLE 4

DUES CHECK-OFF

Section 1. The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer,

in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

Section 2. The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

Section 3. The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY

Exelon Nuclear Security LLC adheres to a strict policy of nondiscrimination in all its employment policies and practices including recruiting, hiring, training, benefits, promotions, transfers, and treatment on the job. The Corporation is committed to providing equal employment opportunities to all applicants and employees regardless of race, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, disability, status as a covered veteran or other military status.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement a grievance is defined as a difference of opinion between the Employer and an employee regarding only the meaning or application of this Agreement, but not involving any change in or addition to such provisions, presented to the Employer in writing within ten (10) days after it occurred, stating in addition to the employee's version of the facts, the specific portion of the Agreement allegedly violated, the date the alleged violation occurred, and signed by the employee and the Union representative.

An employee who is disciplined and whose unescorted access has been denied will be able to grieve the discipline decision through the contractual grievance arbitration procedure. The decision regarding access will continue to be contested through the Company's appeal procedure.

If the employee's unescorted access is denied, then the employee (appellant) will have ten (10) business days upon receipt of a denial of access letter to initiate the appeal. To appeal, the employee must contact the Access Authorization / Fitness for Duty Program Manager in writing. The appellant employee may be accompanied by union representative, business agent, or other preferred representative, such as an attorney at the appeal.

Section 2. An employee and/or Union representative may consult directly with his Security Shift Supervisor on a matter that does not necessarily constitute a grievance. In any case, where an employee is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement on which he has informally consulted with his Security

Shift Supervisor, the Union may submit the complaint as a grievance. A grievance, as defined above, shall be handled in the following manner.

STEP 1

The grievance shall first be submitted by the Union to the Employer's Manager, Security Operations in writing and signed by the employee within ten (10) days from the date of the occurrence of the incident, or when the employee or Union became aware of it, or should have become aware of it, and if more than said ten (10) days elapse, the employee and the Union shall be barred thereafter from processing the complaint as a grievance. Such Manager, Security Operations shall, within ten (10) days after receiving the grievance, render his decision in writing.

STEP 2

If the grievance has not been settled satisfactorily under the above procedure, the employee may submit the grievance to the Employer's Manager, Site Security or Designee within ten (10) days after receipt of the above initial decision by the Employer's representative. The Employer's Manager, Site Security or Designee shall within ten (10) days after receipt of the grievance render a decision thereon in writing.

STEP 3

Within 10 days of the Employer's Step 2 answer, if the grievance is not resolved satisfactorily, the Union's Local President or his appointed representative shall request a meeting with the Labor Relations Liaison or Designee for the purpose of reviewing the matter with the Employer's Manager, Security Operations or Designee. The meeting shall be held on a mutually agreeable date within 30 days following the request by the Union.

STEP 4

If the grievance has not been settled satisfactorily under the above procedure, the Union may submit the grievance for arbitration. The Union will do so by sending written notice by Certified Mail to the Labor Relations Liaison or Designee within 45 days of the decision rendered by the Labor Relations Liaison. The Union will have seven (7) days after receipt of the above-referenced notice to request the Federal Mediation and Conciliation Service to nominate seven (7) persons who are members of the American Arbitration Association (AAA). At the conclusion of this seven (7) day period, if the Union has not applied to the FMCS for a panel of arbitrators, it is understood that the grievance will be non-arbitrable and the Union will, therefore, be prohibited from processing the grievance any further in the arbitration process.

Step 5

Within thirty (30) days of the receipt of the FMCS Panel of Arbitrators, the Union shall contact the Employer for purposes of selecting an arbitrator. The Union and the Employer each shall eliminate three (3) of the persons so nominated by each eliminating one (1) at a time. The remaining nominee shall be considered to have been selected by the agreement of the parties and shall then become the sole arbitrator.

Not less than thirty (30) days prior to the arbitration date, the Employer and the Union shall on an agreed to date, exchange information in the manner, form and content listed below at a mutually agreed-to location. The Union and the Employer shall each provide the other party with a list of all persons which, in the event of an arbitration hearing, it intends to call as witnesses, and in addition, a summary for each witness as to what points of testimony each such witness will provide. At the meeting, the parties will be required to produce copies of any/all physical

evidence, data, or material in support of their respective positions in this matter. Any witness not so submitted shall be barred from testifying at any arbitration hearing in the matter. This requirement shall not apply to any rebuttal witness or evidence nor to any witness or evidence either party can prove it neither knew nor should have known about at the time of this meeting. It is the intent of the parties to foster disclosure of all witnesses and, to that end, the sanction of barring the testimony of unidentified witnesses and/or evidence shall be strictly construed.

Section 3. Notwithstanding the foregoing provisions listed and described under the Grievance and Arbitration Procedure, at any time during the process leading to arbitration, the Employer and Union may, by written mutual agreement, settle the grievance without further action being necessary. To this end, the Employer's Director of Labor Relations or Designee may schedule a meeting with the Union following the completion of the 4th Step and prior to the arbitration hearing for all grievances involving discharge cases in order to attempt to resolve the matter prior to said hearing. Said meeting will be at a mutually agreeable time and location. It is expressly understood that this meeting or the scheduling thereof in no way constitutes a waiver of any of the time limits set forth in this Article.

Section 4. Any grievance shall be considered null and void if not filed and processed by the Union, or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to these time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure.

Section 5. The award of such arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee involved. The arbitrator may consider and decide only the particular grievance presented in the written stipulation of the Employer and the Union, and the arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room, incurred with the arbitration.

The Employer and the Union are responsible for the wages and expenses of its own representatives and witnesses. If a transcript is taken at the arbitration hearing it is understood that said transcript will constitute the official record of the hearing.

Section 6. In calculating time for purposes of the Article, Saturdays, Sundays and holidays shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the Employer and the Union.

Section 7. In accordance with Arbitrator Charles Ipavec's Award in FMCS 84K/11847 dated September 17, 1984, no more than one (1) dispute can be submitted to any one (1) arbitrator at any one (1) time in any one (1) case except by written mutual agreement of the parties.

Section 8. Notwithstanding the foregoing provisions listed and described under the Arbitration Procedure, at any time during the process leading to arbitration, the Employer and the Union can, by written mutual agreement, settle the grievance without further action being necessary.

Section 9. Grievances involving discharges and/or disciplinary suspension for an indefinite period will be initiated at the third step of the Grievance Procedure.

ARTICLE 7
NO STRIKES - NO LOCKOUTS

Section 1. During the term of this Agreement, or any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members or any employee will authorize, instigate, aid, condone, promote, participate in or engage in any strike, work stoppage, slowdown, boycott, picket line, unfair listing, sit-down, sit-in, refusal to cross any picket line, or other interruption, refusal, cessation, limitation or interference with the Employer's work or the business of the Employer, or any impeding of business of the Employer, regardless of whether there is a claim by the Union of breach of this Agreement, or of Federal, State or local law by the Employer. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including termination.

Section 2. During the term of this Agreement, the Employer will not lock out the employees. The term "lock-out" as used herein does not include the failure to return to work of employees or the discharge, suspension, termination, shutdown, layoff, or failure to recall by the Employer or the exercise of any of the management rights normally possessed by the Employer.

ARTICLE 8

DEFINITIONS

Section 1. A regular full-time Armed Security Officer under this Agreement is one who is normally assigned forty (40) hours per week or who has worked at least 1,850 hours during the preceding calendar year. A regular full-time Unarmed Security Officer under this Agreement is one who is normally assigned forty (40) hours per week or who has worked at least 1,850 hours during the preceding calendar year. All other employees under this Agreement shall be classified as regular part-time employees.

Section 2. Employees who do not meet the definition of a "regular full-time employee" under this Agreement are regular part-time employees. Part time employees assigned to work a holiday shall be paid in accordance with Article 13 "Holidays" of this agreement but will not be eligible for any other vacation, holiday, insurance or sick leave benefits under this agreement.

Section 3. The term "Armed Security Officer" shall mean an employee who has successfully completed:

- (a) the physical and mental examinations and re-examinations as required by the United States Government and/or the State Government, and/or the Employer;
- (b) and passes all the necessary firearms training requirements and meets all necessary firearms qualifications and requalifications as required by the
- (c) United States Government, and/or the State Government, and/or the Employer; carries a firearm as part of his job requirements;
- (d) all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training

programs and/or security requirements as required by the United States Government, and/or the State Government, and/or the Employer at present or in the future;

(e) all physical agility tests.

Section 4. The term "Unarmed Security Officer" shall mean an employee who has successfully completed:

(a) the physical and mental examinations and re-examinations as required by the United States Government, and/or the State Government, and/or the Employer;

(b) all required training programs in the Security Plan, Nuclear Security Regulations, Radiation Control, and other training programs and/or security requirements as required by the United States Government, and/or the State Government, and/or the Employer at present or in the future.

Section 5. Between November 1st and November 30th of each year, the Company agrees to post for bid any non-rotating assignments. It is understood that such assignments will be awarded to the most senior qualified employees and made effective January 1st of the subsequent year.

ARTICLE 9

SENIORITY

Section 1. Seniority shall be defined as the total length of an employee's continuous service as a Security Officer with the Quad Cities station, with the Employer in a classification in the bargaining unit covered by this Agreement. Such seniority shall be computed from the first day worked of the employee's most current employment in a classification in the said bargaining unit.

Section 2. An employee must have four (4) months or 120 calendar days of actual service with the Employer in order to have any seniority standing. Until an employee acquires seniority standing, he shall be regarded as on probation and he may be disciplined or his services may be terminated at the sole discretion of the Employer without any recourse by said probationary employee to the Grievance Procedure set forth in this Agreement. At the end of such probationary period, the employee shall acquire seniority from the first day worked in Section 1 above as mentioned.

Section 3. Seniority shall govern layoff and recall within the employee's job classification and shift opening/assignments.

Layoffs shall be made in the following order at the Quad Cities Site:

Armed Security Officers

1. Probationary employees
2. Part-time employees
3. Full-time employees

Section 4. An employee shall lose all seniority rights and his employment will be terminated if he:

- a) quits;
- b) is discharged for just cause;
- c) is absent from work for two (2) working days without notifying the Employer or fails to return from an approved leave of absence on the scheduled date of return, except where such employee shows reasonable cause for failure to give such notice or failure to return to work, which reason is acceptable to the Employer;
- d) fails to work following recall after a layoff within three (3) days after being notified by registered mail, use of which means shall be considered to be notification, sent to his

last known address except where such employee (within thirty (30) calendar days but not thereafter) shows reasonable cause for failure to report, which reason is acceptable to the Employer; is laid off or off sick or off injured or until any approved Company leave has been exhausted.

- e) fails to meet a requalification requirement in accordance with the Site Security Plan or Government Agency;
- f) fails to meet any of the requirements of the classification to which they are assigned as cited in Article 8 - Definitions;
- g) is permanently denied unescorted site access.

Section 5. The Employer agrees to furnish the local union with an up-to-date seniority list, phone number list, and address list in January and July of each year of the contract or within thirty (30) days of any changes.

Section 6. Where two employees have the same first day worked for the Employer, the employee whose last name is alphabetically first will be regarded as the senior employee of record for the seniority provisions of this Agreement. In instances wherein an employee changes his name, the seniority placement shall remain unchanged.

Section 7. Probationary employees will be temporarily placed on a shift prior to permanent assignment for a period not to exceed their probationary period. All employees who have completed their probationary period are eligible for permanent work-shift assignments on one (1) of the twelve (12) hour shifts on the basis of seniority standing and/or openings at the time that the members of a new training class of probationary employees have completed their required on-job training and obtained all the necessary

documentation required by law or when there is a permanent increase in the Employer's manpower requirements.

All "regular full-time employees" may exercise their rights to such shift preference by making written application to the Employer in order to indicate requests for permanent shift transfers. Although newly hired employees without seniority standing can be placed on any shift for the purposes of training, they cannot cause the displacement of any "regular full-time employee" with seniority standing. An employee assigned to a shift other than his regularly assigned shift as a result of a layoff/reduction in force shall have an opportunity to exercise shift preference. To be eligible to exercise shift preference, an employee must make written application within five (5) days (excluding Saturdays, Sundays and holidays) after being placed on the different shift. Eligibility for shift preference will be based on length of service in the bargaining unit and the request will be granted at the beginning of the workweek following the completion of the aforementioned five-day period, but each occurrence shall require submission of a new application. All voluntary shift transfer requests will obligate the employee to remain on his new shift for a period of three (3) months.

Section 8. An employee who transfers out of the bargaining unit to a supervisory position will lose his seniority date. If the Supervisor returns to the Union the new seniority date will be date of his return.

Section 9. A full-time employee who is involuntarily reduced to part-time status will retain his full-time seniority. A full-time employee who voluntarily reduces to part time will retain his full-time seniority for up to nine (9) months.

Section 10. All employees will be given as much advance notice as possible of a layoff.

Section 11. If a crew or rotating post is downsized or eliminated, shift bumping would be implemented by seniority.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1. The workweek shall commence consistent with work schedule in place and end one hundred sixty eight (168) hours later. The Shift Schedules are as follows:

Alpha and Bravo Crews: The workweek will commence at 11:00 A.M. Saturdays to 10:59 A.M. the following Saturday for the dayshift, with the understanding that the work hours are 5:00 A.M. to 5:00 P.M.

Charlie and Delta Crews: The workweek will commence at 11:00 P.M. Saturday to 10:59 P.M. the following Saturday for the nightshift, with the understanding that the work hours are 5:00 P.M. to 5:00 A.M.

VVRO: The work week will commence at 11:00 A.M. Saturday to 10:59 A.M. the following Saturday, with the understanding that the work hours are 6:00 A.M. to 2:00 P.M. It is understood that VVRO hours will change during outage periods to include weekends.

The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week.

Section 2. Overtime at the rate of one and one-half (1 1/2) times an employee's regular base, straight-time wage rate will be paid to the employee for all hours actually worked in excess of forty (40) hours within the workweek. With the exception of Article 13, there shall be no compounding, duplicating or pyramiding of payments for the same hours worked under any circumstances of any description.

Section 3. Exelon Nuclear Security, LLC will comply with 10CFR26, the Nuclear Fatigue Regulations. No employee shall be forced to take compensatory time off on one of their regularly scheduled day of work. In the event that the employee will violate 10CFR26 if they work on their regularly scheduled day, the employee shall receive pay for the hours not worked due to 10CFR26, at their straight time rate of pay.

ARTICLE 11 **CALL IN PAY**

Employees called to work or permitted to come to work without having been notified that there will be no work, shall receive a minimum of four (4) hours work or pay at the rate they would have received had they worked. The Employer shall have the right to require the employees to work for this payment. This paragraph shall not apply where work is not available because of acts of God, catastrophe or other conditions beyond the control of the Employer.

ARTICLE 12
WAGES AND CLASSIFICATIONS

The wage rates for classifications covered by this Agreement are set forth in Schedule A attached hereto and made a part of this Agreement. Increases and decreases in the wages set forth in the attached Schedule A shall not be made effective during such time as an employee is absent due to sickness, accident or on an authorized leave of absence.

ARTICLE 13
HOLIDAYS

Section 1:

The following nine days shall be designated as paid holidays as listed in the chart below as paid time off.

Where operations permit, employees are excused from duty on holidays observed on their regular workdays and paid a holiday allowance for the regular work schedule.

The Company observes the following holidays annually:

New Year's Day (January 1)	Thanksgiving Day
Martin Luther King Jr. Day	Day after
Memorial Day	Christmas Eve
Independence Day (July 4 th)	Christmas
Labor Day	

For employees working a straight Monday Through Friday shift schedule, unless other notice is given, holidays falling on

Sunday are observed on the following Monday, and holidays falling on Saturday are observed on the preceding Friday.

Section 2:

Holiday Pay

Employees do not have the option of accepting pay instead of taking the day off on a holiday.

Employees who fail to report for work on a holiday that is part of their regular work schedule are not paid a holiday allowance. Pay for all hours worked by an employee during the regularly scheduled workday on a Company-observed holiday will be at one and one-half times the base rate, plus their 8 hour holiday allowance.

Shift employees who work on the actual holiday when it falls on a Saturday or Sunday but who do not work the respective Friday or Monday observed by the Company, are paid time and one-half for all hours worked on the actual holiday. This pay practice applies only to the January 1, July 4, December 24 and December 25 holidays.

At no time shall a shift employee be paid time and one-half for working both the Company observed holiday and the actual holiday unless it is an overtime situation.

Pay for all hours worked by an employee, outside his or her regular work schedule on a day observed by the Company as a holiday will be at double the base rate. All hours worked on a holiday which is observed on an employee's day of rest will be

paid at double-time, in addition to a holiday allowance, when applicable.

Section 3:

Floating Holidays

There is no Floating Holiday allowance.

Section 4. In order to receive pay as provided in Sections 1 and 2 of this Article, the employee must work his regularly scheduled workday before and complete his last regularly scheduled workday after the aforesaid holidays.

ARTICLE 14
VACATION AND SICK LEAVE

VACATION

Vacation allows an employee appropriate time away from the job for rest, recreation, and relaxation. The time away from work should allow them to return to their jobs refreshed and more relaxed thereby leading to better job performance. Employees should ensure they are managing their time appropriately by scheduling and taking vacation within the current calendar year.

- A. Vacation days are granted at the beginning of the year and not earned for past service (includes employees on Family Medical Leave).
- B. Employees not actively working at the beginning of the year (e.g., on a personal leave of absence, Short term Disability (STD), Long Term Disability (LTD) or on a suspension) shall be granted vacation days upon return to active employment.

Employees on STD or LTD who can provide confirmation of a return date to work, may bid for vacation time.

Employees returning from one of the above mentioned conditions shall not bump employees who have secured dates for vacation.

- C. Vacation starts on end of shift last scheduled day and ends on first scheduled day back at work. An individual cannot be forced to work on any of the days while on vacation.

The following is the vacation schedule:

Vacation and Floating Holidays		
Service	Vacation Hours and Floaters	Total Days @ 12 Hour Shifts
0-12 Months	36	3.0
Years 1	144	12.0
Year 2	156	13.0
Years 3-4	168	14.0
Years 5-9	180	15.0
Years 10-14	192	16.0
Years 15-19	204	17.0
Years 20-24	228	19.0
Years 25+	276	23.0

Employees will be charged in increments of a full day (based on the number of regularly scheduled work hours).

During the period November 1st through December 31st of each year, a vacation availability listing will be distributed to employees to solicit vacation preference by seniority. Based upon operational necessity, the Employer may block off and prohibit requests from being submitted for days in which the Employer deems necessary (i.e., Outage periods, force on force drills). The company will render a decision, based on operational needs, no later than November 1. After the distribution is complete, any employee may choose remaining vacation slots on a first come, first served basis. In the event that more than one employee submits an application for the same period on the same day, the time period will be awarded by seniority.

There will be no joining or butting of vacation period over two twelve month vacation periods that exceed 2 weeks of vacation time.

New Hires

Newly hired employees will be granted vacation days after completion of their probationary period according to the schedule above. During your first year of employment (within 365 days of hire), the newly hired employee is eligible for 36 vacation hours. After one year of service, the employee will be able to take 144 vacation hours between the one year anniversary date and the end of that calendar year (carryover and buyback option is available). On each January 1 thereafter the employee will be granted the employee's full allotment of vacation days for the upcoming year. Rehired employees will be granted vacation days based on the "Exelon Vacation Schedule (Table 1) chart above upon having served one year from the date of their rehire. Their previous service will count toward their total years of service, and they will be granted vacation days in accordance with Exelon Vacation Schedule, Table 1.

Carryover and Buy Back

An employee can carry over up to ten vacation days into the following year and the company will buy back up to 60 hours of vacation. Any employee who has more than ten unused vacation days at the end of a year will be granted a number of vacation days in the following year so that the total number of vacation days shall be no more than the employee's normal allotment of vacation days plus ten additional days.

Example one: An employee with a normal yearly allotment of 15 vacation days who ends the year with eight unused vacation days will begin the following year with a total of 23 vacation days.

Example two: An employee with a normal yearly allotment of 15 vacation days who ends the year with 12 unused vacation days will begin the following year with a total of 25 vacation days.

In no instance may an employee carry over more than 10 vacation days or have bought back more than 60 hours. Vacation hours bought back will be paid out the second full pay period of the following year.

Upon Termination

Those employees who resign or are terminated will be paid for earned but unused vacation days. The termination date will be the last day worked. Those employees who retire are paid all earned but unused vacation as of their last day worked, regardless of their location.

Compensation For Vacation

Vacation time is paid at an employee's current base salary or hourly wage. Exelon does not pay employees unused vacation days that cannot be carried over to the next year.

Approval of Vacation Time

An employee's manager must approve all vacation in advance. Management has its own guidelines on scheduling and advance notice of vacation time. Approval of vacation time is contingent upon the needs of the business.

During the November 1st through December 31st sign-up period for the next year's vacations, no more than four (4) Security Officers will be allowed to sign up for vacation per crew per day. After January 1st, the Company may grant vacations to four (4) Security Officers per crew per day, unless operational necessity prevents such action.

SICK LEAVE

Section 1. During the term of this agreement, full time employees upon their 121st day of employment will be eligible for sick time, based on the following:

Hired January 1 through March 31	48 Hours
Hired April 1 through June 30	36 Hours
Hired July 1 through September 30	24 Hours
Hired October 1 through December 31	12 Hours

Sick time is defined as a requested and approved absence from duty.

Section 2. Employees are eligible for forty-eight (48) hours of sick time during each calendar year, except as specified in the table above for new employees. The ability to carry over sick time for new employees will be prorated as indicated based upon the date of employment. Each employee may carry over forty-eight (48) hours of sick time from calendar year to calendar year.

Employees may opt to have 48 hours of unused sick time bought back by the company rather than rolling over into the following year. For example, an employee having all 48 hours remaining may opt to roll over 24 hours and be paid for 24 hours. In no instance shall an employee be allowed to carry over more than 48 hours, providing a total available sick bank for the following year at max. 96 hours, or have bought back more than 48 hours.

Section 3. If the employee is off an entire scheduled work shift, the employee will be paid the number of hours normally worked subject to the available sick time.

- a. Sick Time may be used for an absence due to illness of employee.

Section 4: It is understood that the following conditions apply to sick leave:

- A. There will be no duplication of Worker's Compensation and sick leave payments for the same day.
- B. Employees will be paid sick leave based on their base, straight time wage rate.
- C. There shall be no pro-ration of sick leave pay for terminated employees. Employees who terminate their employment or are terminated by the Company prior to their anniversary date

shall not be eligible for sick leave pay under the provisions of this Article.

- D. An individual who has been absent three (3) consecutive workdays or more due to injury or illness must supply a doctor's certificate on the day he returns to work

Section 5: If so desired by an employee, one (1) day of sick leave time (12 hours) can be utilized as a personal day. However, a personal day cannot be used on a holiday or a scheduled training day. Personal days cannot be carried over from one year to the next. Utilization of a Personal day must be approved by management.

ARTICLE 15

INSURANCE BENEFITS

Benefits will be offered in accordance with the terms and conditions of the legal plan documents for the following plans, and copies of the applicable Summary Plan Descriptions (SPDs) and any Summary of Material Modifications (SMMs) thereto as of the date of the agreement will be provided by the Company to the Union:

Active medical and dental coverage will be provided under the same terms and conditions as it is provided to non-represented employees.

- Exelon Corporation Employees' Medical Expense Plan;
- Exelon Corporation Dental Expense Plan;
- Exelon Corporation Vision and Hearing Care Plan;
- Exelon Corporation Employees' Life Insurance Plan;
- Exelon Corporation Long-Term Disability Plan (including the changes described below under Short-Term Disability and Long-Term Disability);

- Your Other Exelon Benefits (SPD describes Spending Accounts, Employee Assistance Program, Long-term Care Insurance and Adoption Assistance); and
- Exelon Corporation Employee Savings Plan (including the employer matching contribution described in Article 22)

Premiums

Premium costs for the benefits described above will be based on the Exelon premium rate structure in effect for all other participating active employees. Future premiums will be based on the premium rate structure established by Exelon for such benefits.

Cost Sharing

Cost sharing for the benefits listed in this section will be as follows:

Exelon Corporation Employees' Medical Expense Plan:

- PPO: Company: 80% of the premium; Employee: 20% of the premium
- PPO + HSA: Company: 90% of the premium; Employee: 10% of the premium
- An employee whose working spouse has coverage available through another company will pay an additional \$1,000.00 each year for Exelon coverage of the spouse.
- HMOs may be offered at the Company's discretion. Where offered, the Company's share of the premium may be limited to what the Company pays for the Blue PPO.

Exelon Corporation Dental Expense Plan:

- Dental PPO: (Employee portion of the coverage) Company: 80% of the premium; Employee 20% of the premium
- Dental PPO: (Dependent portion of the coverage) Company: 60% of the premium; Employee: 40% of the premium

Exelon Corporation Vision and Hearing Care Plan:
100% Employee-paid

Exelon Corporation Employees' Life Insurance Plan:

- Basic Life Insurance and AD&D (1 x Pay) Company: 100% of the premium; Employee:0% of the premium
- Supplemental Life, Supplemental AD&D and Dependent Life: 100% Employee-paid

Other Exelon Benefits:

- Employee Assistance Program and Adoption Assistance - 100% Company-paid
- Spending Accounts and Long-Term Care Insurance – 100% Employee-paid
- Wellness Program as described in the 2013 “Proposed Benefit Changes” document.

Short Term Disability

Employees will be paid STD at a rate of 70% of base pay for up to 25 weeks.

All employees must use one calendar week before starting STD or wait one calendar week before STD starts to be paid if the employee no longer has sufficient sick days. An employee can use unused earned vacation time during this time period if all of the employee's sick time has been exhausted.

Long-Term Disability

- Employees will participate in the Exelon Corporation Long-Term Disability Plan with the following schedule of benefits
- Company-paid coverage will be 50% of base pay

- Supplemental coverage will be 100% Employee-paid and will be offered at the same levels and subject to the same terms as are applicable to non-represented employees.

Stock Purchase Plan

The Exelon Stock Purchase Plan will be provided on the same basis as it is provided to non-represented employees.

Tuition Reimbursement Plan

The Exelon Tuition Reimbursement Plan will be provided on the same basis as it is provided to non-represented employees.

Benefits Administration

Administration of the Plans, including the selection of vendors, is solely the responsibility of the Company.

ARTICLE 16 **JURY DUTY**

Leave of absence is granted for jury duty. Regular full-time employees will receive pay based on a regular workday for this time. A similar absence is granted for an employee's subpoenaed testimony in court if called as a witness.

Regular full-time employees will receive pay based on a regular workday unless required to appear in court as a result of employment outside of the Company. All compensation received for court services may be retained by employees paid absence will not be granted if the employee is a plaintiff or a defendant in any case, unless he or she is a defendant within the scope of his or her Corporation employment.

To be excused from work, with or without pay, for jury duty or court testimony, an employee must submit a summons or a

subpoena to his or her supervisor. The employee's time will be recorded as "J" for the absence. Such absences are in addition to other paid time off and will not be charged against an employee for purposes of imposing disciplinary action. When excused by the court during working hours, an employee must report immediately to his or her department for work.

ARTICLE 17

UNIFORMS

The Employer will continue to furnish each employee with the standard uniform issue. Replacement of uniforms required due to employee loss or neglect will be chargeable to the employee. On termination of employment, employees must turn in their uniform issue.

Security Officers will receive a \$175 payment on the second pay period of the year for the purchase of prescribed approved footwear.

The company will purchase a load bearing vest for Officers who request one. The company will monitor the wear of equipment and replace vest as needed.

Security Officers will receive a \$100 payment on the second pay period of the year for the purchase of additional clothing.

ARTICLE 18

LEAVES OF ABSENCE

Section 1. Leaves of absence without pay for a reasonable period of time up to thirty (30) days, for good and sufficient reason subject to Employer manpower requirements, may be granted a

regular "full-time" employee at the sole discretion of the Employer. The said employee seeking such leave of absence without pay shall put same in writing citing the reason for such request and the calendar period. If such a leave of absence without pay is granted, a written notice of approval will be given the employee.

Seniority shall accumulate during such leave of absence. It is understood that an employee on such leave of absence without pay will not accept other employment and such employee's return to work will be subject to his seniority standing in the unit. Failure to report to work as scheduled following an unpaid leave of absence will operate as a voluntary termination.

Section 2. FMLA leaves in accordance with the law.

Section 3. To allow eligible employees to take paid and unpaid time away from work for military absences because of annual training, emergency call-ups and other training/military obligations as specified under USERRA. Exelon Policy HR-AC-23.

Section 4. Any employee who is elected or appointed to attend a Union convention, or is elected to office as an official of the Union necessitating a temporary leave of absence without pay, shall be granted such unpaid leave provided he applied for it in writing at least two (2) weeks prior to such leave. Union officials shall also be granted such leaves of absence from their shift prior to and/or subsequent to any meeting with the Employer that would otherwise cause such official undue hardship in the performance of their assigned duties.

ARTICLE 19
BEREAVEMENT LEAVE

Company will grant regular employees leave of up to three regular scheduled shifts between the death and the burial of an immediate family member.

Immediate family is defined as spouse, significant other, children, stepchildren, mother, father, sister, brother, grandmother, grandfather, grandchild, step parents, step grandchild, domestic partner, and step-children, sister in law, brother in law, grandparent in law, mother in law, father in law.

ARTICLE 20
UNION REPRESENTATION

Section 1. In order to provide a system of union representation on the site, the Union shall be represented by one (1) steward and one (1) alternate on each shift. The alternate will serve only when the steward is absent from work. Only the shift steward or the alternate shift steward (in the shift steward's absence) will be allowed to attend a disciplinary or investigatory hearing for the purpose of representing an employee.

Section 2. Any steward requiring representation may be represented by another steward or local union official.

Section 3. No employee shall serve as steward or alternate while on leave of absence or layoff.

Section 4.

- (a) The names of the stewards, alternate stewards, and local Union officials shall be given to the Employer in

writing signed by the President of the Local before the effective date of their appointment.

- (b) The Employer will give the Local Union President a written list of its supervisors who will function under the grievance procedure.

Section 5. The Employer shall notify the Union when training classes for new employees are being conducted and provide the Union with an opportunity to send representatives to meet with the classes following their training.

Section 6. Stewards shall perform their regular job-related duties, and they shall not leave their posts for any reason including addressing grievances without first obtaining express approval from the Security Shift Supervisor. Prior to returning to their posts, they shall notify the Security Shift Supervisor of their availability for return to duty.

ARTICLE 21

GENERAL

Section 1. The Employer will pay the initial cost of security officers' licenses or permits, excluding driver's licenses, required in the performance of a security officer employee's assigned duties as required by city ordinance or state statute, if any is now required or would be required in the future, and the cost of renewals. However, should a security officer lose or cause to be lost his license or permit, any costs incurred for replacement of said license or permit shall be paid solely by said employee.

Section 2. The Employer recognizes the need to provide hygiene relief for a security officer. The Union in turn recognizes the need for security officers to limit their requests for hygiene relief and further recognizes the requirements that security officers must

be relieved before leaving their posts. It is understood that supervisors may be called upon to relieve an employee.

Section 3. Employees are required to have an operational telephone or cellular phone in their place of residence, and they are required to provide Company management with their current address and telephone number.

Section 4. The Union recognizes that it is the responsibility of security officer employees to familiarize themselves with the job duties, and rules and regulations established by the Employer, and to perform the job duties as required and to obey the Employer rules and regulations and to faithfully report all violations thereof. The Union agrees that guard employees shall discharge all duties as assigned to them impartially and without regard to any Union or non-Union affiliation of any employee of the Employer, and that failure to do so, constitutes sufficient cause for discipline up to, and including discharge.

Section 5. Regardless of Daylight Savings Time, employees shall be paid for actual hours worked.

Section 6. The Employer will give the Union copies of its rules and regulations, but the Union recognizes that the Employer cannot give it copies of post orders, the site security plan, or other client or classified documents. The Union also acknowledges that it has the same access to public Nuclear Regulatory Commission documents as the Employer.

Section 7. Employees may exchange scheduled leave days off work provided that the change does not result in overtime, and employees may also trade shifts and weekly work schedules on a voluntary basis if both parties to the exchange consent to it. These

and all other weekly schedule changes must be initialed by all individuals involved, including a designated representative of the shift management personnel, in order for accountability to exist with regard to such changes. All such requested changes are limited to three (3) requests per employee during any one (1) week period. All requests must be approved by a Security Shift Supervisor and finalized **48** hours prior to the start of the shift. Employees may exchange work duties within the assigned crew prior to the start of the work period, with prior Security Shift Supervisor approval.

Section 8. An employee may review his personnel file provided that the employer is given at least (7) days prior written notice (excluding Saturdays, Sundays, and holidays). Said review will be done in the presence of a designated management representative. The employee reviewing his file will not be paid for any time utilized for the review referenced to this Section.

Section 9. The Employer agrees to maintain a glass-enclosed, locked bulletin board for the use of the Union and to maintain it in a place at a conspicuous location in its main facility on site. The Local Union President, Vice President, and Recording Secretary will submit all material for placement on said board to Employer's Security Shift Supervisor for prior approval. Unless the material is of a political or controversial nature or reflects adversely upon the Employer, this approval shall be granted forthwith.

Section 10. It is understood that supervisory personnel will not normally perform work assigned to bargaining unit employees except in situations such as emergencies, on the job training, and when operational and/or manpower requirements deem such performance of work to be necessary.

Section 11. For investigations and employee status and/or disciplinary related matters, employees called in on the regularly scheduled day off will receive a minimum of six (6) hours at their appropriate rate of pay. Annual physicals, training, meetings, and other non-shift coverage and related matters, employees called in on the regularly scheduled day off will receive a minimum of four (4) hours at their appropriate rate of pay. The Company shall have the right to require the employee to work for this payment.

Section 12. Employees will not be held responsible for any breakage or damage to equipment or property owned by the Employer, except in the event of willful, malicious and deliberate disobedience of written orders.

Section 13. The Employer will attempt to schedule its employees' leave days consecutively.

Section 14. The Union reserves the right to question the reasonableness of the Employer's rules and regulations through the Grievance Procedure, up to and including arbitration.

Section 15. As a general rule, policy changes will be bulletined in advance of their effective date, with as much notice as possible. The Union will be given a copy of such policy changes, if possible, at the time of posting.

Section 16. In the event that the firing range is moved to more than twenty (20) miles from Quad Cities Station, the Company will pay mileage from the station to the range at the going rate, per the Company's corporate rate per mile. In the event that an employee has to travel from home to perform a qualification, mileage in excess of the employee's normal daily commute will be reimbursed at the IRS established rate of mileage along with associated tolls. If

the employee is leaving from the plant, mileage will be reimbursed at the IRS established rate of mileage along with associated tolls.

Section 17. Security personnel who do not satisfactorily complete an oral or written examination or performance evaluation (including weapons qualifications) will be remediated and re-evaluated. If the unsatisfactory examination or evaluation affects qualification, qualifications are suspended until successful re-evaluation. The first re-evaluation may be conducted immediately after remediation. The first re-evaluation is conducted at the discretion of the security instructor and the security training manager. If the first re-evaluation is not successful, additional remediation and re-evaluations are conducted at the discretion of the security training manager, the site security manager, and the site security operations manager. Additional re-evaluation should not be conducted on the same day (at least one shift separates the first re-evaluation and the second re-evaluation). All initial and additional attempts at requalification will in compliance with the Company's Security Training Program and conducted per the Security Training and Qualification manual.

Section 18. Security Officers will be eligible for the Exelon Annual Incentive Plan (AIP). The AIP award has a target payment level of 4% and a range of 0% to 8%. The key performance indicators (KPIs) of the Plan, how pay out is calculated, and additional features of the Plan will be shared in depth with security officers upon employment.

Section 19. All Security Officers shall be paid according to the Exelon Nuclear Security pay cycle – every two weeks and will have their payroll checks deposited electronically.

Section 20. The Company will provide appropriate shelters to security officers while posted outside in inclement weather for extended periods of time.

Section 21. Union members will not be upgraded to a temporary supervisor position.

Section 22. Security Officers will be entitled to the terms of the parental leave time policy.

Section 23. If an attendance record review is the only discipline in an employee's file as of 12 months of its issuance, the record review will be removed from the employee's file.

Section 24. Employees will also be entitled to the terms of the Maternity and Bonding Leave and the Primary Caregiver Leave as it existed on January 1, 2017. The Company reserves the right to modify the maternity and bonding Leave and the Primary Caregiver Leave as determined in its sole discretion.

Section 25. All Off-Site Searches (including laundry):
The Company shall solicit volunteers to staff these search positions. The positions will be filled by the highest senior officer who has volunteered. Should there be an insufficient number of volunteers; the least senior officer(s) shall be assigned to perform the search assignment, one of which shall be the least senior experienced officer.

ARTICLE 22
EXELON 401K PLAN

- Employee may contribute up to 50% of eligible pay (generally, base pay), up to the annual limits.
- Company Match Formula is as follows: 100% of the first 5% of eligible pay per pay period.
- All contributions are immediately vested.

ARTICLE 23
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24 **SEPARABILITY**

Should any provision of this Agreement at any time during its life be found in conflict with the Federal or State law, or as such laws may be amended, then such provisions shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that if at any time thereafter such provision is no longer in conflict with the law, then such provision of the Agreement as originally embodied therein shall be restored in full force and effect, as if it had never been in controversy or violation. It is further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rules or regulations issued there under, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

ARTICLE 25 **DURATION**

THIS AGREEMENT shall be in effect from June 17, 2017, through and including June 17, 2020, at 11:59 p.m. and then shall automatically renew itself from year to year thereafter only unless the Employer or the Union give written notice to the other party no less than ninety (90) but no more than one hundred and fifty (150) days prior to June 17, 2020, or no less than ninety (90) but no more than one hundred and fifty (150) days prior to June 17 of any subsequent year thereafter of its desire to terminate this Agreement. During the term of the Agreement, there shall be no reopening to consider wages, hours or other terms of employment except by written mutual agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers.

Exelon Generation Company

International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local 238

By: 
Name: Philip Brzozowski
Title: Director, Labor Relations

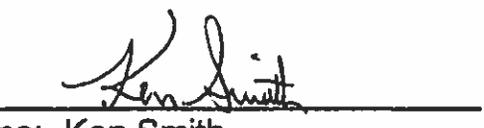
By: 
Name: Rick O'Quinn
Title: International Vice President

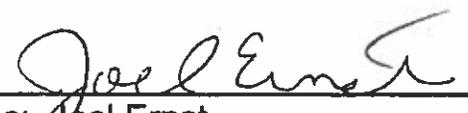
By: 
Name: William P. Logan
Title: Labor Relations Principal

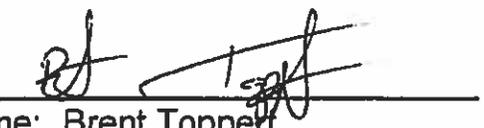
By: 
Name: Mike Chrisman
Title: President, Local 238

By: 
Name: Archie Williams
Title: Site Security Manager

International Union, Security, Police and Fire Professionals of America (SFFPA) and its Local 238 Committee Members In Attendance

By: 
Name: Ken Smith
Title: Vice-President, Local 238

By: 
Name: Joel Ernst
Title: 2nd Vice President, Local 238

By: 
Name: Brent Toppert
Title: Financial/Secretary-Treasurer
Local 238

By: 
Name: Dan Pettengill
Title: Recording Secretary, Local 238

SCHEDULE A

WAGES

Job Titles	3/24/17	6/17/18	6/17/19
Trainee (Through 1st year anniversary)	\$18.98	\$19.27	\$19.56
Security Officer I(First year anniversary)	\$19.67	\$19.96	\$20.26
Security Officer II (Second year anniversary)	\$20.64	\$20.95	\$21.27
Security Officer III (Third year anniversary)	\$22.10	\$22.43	\$22.77
Sr. Security Officer(Fourth year anniversary)	\$25.72	\$26.36	\$27.02

- Sr. Security Officers shall receive a lump sum payment of \$300 on 6/17/2018 and 6/17/2019.

May 21, 2008

Mark A. Crawford
Vice President, SPFPA Region 4
25510 Kelly Road
Roseville, Michigan 48066

Re: Shared Resource Agreement

During negotiations the parties have agreed to the following resource sharing agreement.

In the spirit of cooperation between Exelon Nuclear Security and the Labor Unions representing the security officers at the Exelon Nuclear Generating Facilities of Braidwood, Byron, Clinton, Dresden, LaSalle, Quad Cities, TMI, Limerick and Oyster Creek it is agreed to, that during plant outages, Security Officers from within the Exelon Nuclear Security, LLC can be used to supplement the Security Force at the plant having the outage, and in periods of operational needs under the following guidelines. It is understood that this supplemental help is not intended to decrease overtime opportunities at the Security Officers home site.

Personnel will be paid at their current pay rate under the bargaining unit that they are members of and retain all rights afforded to them under their local collective bargaining agreement.

Exelon will request volunteers for outage supplement duty and will fill positions from those who have volunteered by seniority from the most senior to the least senior.

In addition to their standard hourly wage, officers on outage supplemental duty will receive a daily per diem and base mileage at the Exelon Corporate rate. Mileage will be based on home plant to outage plant driving distance. Should lodging be necessary (determined by Exelon), it will be provided at no cost to the officer. (See Exelon Policy HR-NS-16)

Normal length of service on supplemental duty will be approximately 30 to 45 days. No employee will be forced to participate in this agreement.

When soliciting volunteers, Exelon will make it clear which site the officers are volunteering for. It is understood that volunteers will not be solicited for the purpose of replacing other security officers during a labor dispute.

Shared Resource work will be distributed equally between the Security Officers at the effected station, and the Security Officers on the Shared Resource crew. The Security Officers at the effected station shall have unscheduled overtime preference.

February 12, 2014

Rick O'Quinn
SPFPA Vice President, Region 2
4100 N. Wickham Rd. Suite 102
Melbourne, Florida 329235-2474

Re: Article 14 Sick Leave – Attendance Recognition Program

On a quarterly basis, beginning January 1, 2014 should a security officer have zero call-offs or tardy events, they will be paid 6 hours of their straight time hourly base pay in effect at the time of the payment. If you utilize a sick day or tardy during a quarter, you are not eligible for any quarterly bonus for that quarter. During the calendar year, should an employee use all of their sick time in their bank for the current calendar year, they will not be eligible for any quarterly bonus payout until the program is reset on each January 1.

All bonus payments will be paid within 30 days of the close of each quarter.

Exelon Generation

Letter of Understanding

RE: Attendance Issues Related to Short Term Disability

If an employee exhausts all of their available sick time due to being on short term disability, and that employee has an attendance incident that would trigger discipline under the "Employee Standards of Conduct", Rule 1 and or Rule 4, the Company shall on a case by case basis review said occurrence for mitigating factors which may be applicable in that particular case.

This "Letter of Understanding" shall remain in effect during the term of the current collective bargaining agreement, 6/17/2017 through 6/17/2020.


For the Company


For the Union

5/10/17
Date

5/10/17
Date