

# AGREEMENT

BETWEEN

Exelon Nuclear Security, LLC

AND

United Government Security  
Officers of America  
Local No. 18

AT

Three Mile Island Nuclear Station  
Middletown, PA

**June 20, 2015 through June 19, 2021**

Contract revision effective **June 20, 2015**  
are shown in bold face type.

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## **PREAMBLE**

This Agreement is entered into this **June 20, 2015 through June 19, 2021** by and between Exelon Nuclear Security, LLC (hereinafter referred to as the “Employer”) and the United Government Security Officers of America International Union (UGSOA) and its affiliated Local No. 18 (hereinafter referred to as the “Union”).

## **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 Security Officers (ASO), performing ASO duties as defined in Section 9 (b) 3 of the National Labor Relations Act, as amended, who are employed by the Employer at the Three Mile Island Nuclear Power Station in Middletown, Pennsylvania; but excluding all other employees, office clerical employees and supervisors as defined in the National Labor Relations Act, as amended.

## **ARTICLE 2 PROBATION PERIOD**

An employee shall be a probationary employee until he/she has worked for the Employer for 120 days from his/her hire date.

After the employee has worked this period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earns wages from the Employer for employment at the site. During the probationary period, the employee may be discharged without resort to the grievance and arbitration procedures. However, no employee shall be discharged in violation of any Federal or State statute.

Probationary officers will be eligible for holiday pay when assigned to shift.

## **ARTICLE 3**

### **UNION MEMBERSHIP & CHECK-OFF**

**SECTION 1.** It is mutually agreed that as a condition of employment, all employees covered by this Agreement shall become members of the Union after their probationary period and that thereafter as a requisite of continued employment such employees including those presently members of the Union, shall remain members in good standing in the Union. Initiation fees and Union dues shall be remitted to the financial officer of the Union by the Employer.

**SECTION 2.** The Union agrees to accept as a member upon application and without discrimination any new employee who may be hired by the Employer for employment within the bargaining unit.

**SECTION 3.** The Check-off Authorization Card to be executed and furnished to the Employer by the Union and the employees shall be the official Union AUTHORIZATION FOR CHECK-OFF OF DUES. Notification of all sums collected in accordance with such signed authorization cards shall be made by the Employer along with a list of those employees for whom deductions have been made to the Financial Officer of the Union and not later than fifteen (15) days after the deductions are made.

**SECTION 4.** The Union accepts full responsibility for the authenticity for each Check-off card submitted by it to the Employer, and any authorization, which are incomplete or in error shall be disregarded by the Employer, and shall be returned to the Union for correction. The Union agrees that, upon receipt of proper proof, it will refund to the employees any deduction erroneously or illegally withheld from an employee's earnings by the Employer which has been transmitted to the Union by the Employer. The Union further agrees to indemnify the Employer and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.

**SECTION 5.** No deductions of Union dues will be made from the wages of any employee who has not executed a check-off form or who is not in pay status. Employees who are temporarily transferred to a position not covered by the CBA will continue to pay dues in accordance with Article 13, Section 2. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed, provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

Collections of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.

Deduction of membership dues shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Employer to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

**SECTION 6.** Military members deployed longer than thirty (30) continuous days and officers on short/long term disability for the greater part of any month, will be excused from paying said dues during that month. The Employer and the Union agree to correspond monthly, to ensure this takes place.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

**SECTION 1.** 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 the Agreement. Included among

management rights is the authority to administer and/or manage the Employer's business, including but not limited to the direction of the working force, the right to maintain order and efficiency of operations, to hire, promote, demote, transfer, discipline, suspend or discharge employees for just cause, to relieve employees from duty because of lack of work, to assign shifts, to determine the number of shifts and the starting time and quitting times of each shift, to require employees to observe Employer and NRC rules and regulations, to establish and enforce reasonable rules and regulations, to plan, control, and continue operations, to establish and change work schedules and assignments, to select and determine the number and classification of employees required, to determine when overtime shall be worked, to determine the number, location and types of guard posts, or to discontinue temporarily or permanently any post, to determine the supplies, equipment, or weapons to be used, to determine the method and manner of operations, to establish reasonable standards of work performance for employees, introduce new or improved methods, to change existing business practices, shall be vested exclusively in the Employer, providing the Employer notifies the Union and, upon request, bargains over the impact of any such changes.

**SECTION 2.** Employees shall be required to adhere to all of the Nuclear Regulatory Commission's (NRC) Rules and Regulations.

**SECTION 3.** Any employee who fails to maintain plant access in accordance with NRC or licensee requirements, or fails to satisfy physical, to include fitness for duty testing, or psychological requirements or test/examinations as specified by the NRC or licensee shall be terminated.

**SECTION 4.** This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein. In exercising these rights, it is also agreed the Employer will not violate any of the provisions of this Agreement.

## **ARTICLE 5**

### **UNION REPRESENTATION**

**SECTION 1.** The Union's local president and/or International representative or their designees may be permitted access to the Employer's offices at the plant at mutually agreeable times upon prior notification to the Employer for the sole purpose of considering matters covered by the Agreement. The Union's business representative shall not engage in any activities, which interfere with the work of any employee covered by this Agreement.

**SECTION 2.** There shall be no Union business and solicitation on behalf of the Union during an employee's working time except in accordance with the grievance/arbitration procedures or when pre-approved by management.

## **ARTICLE 6**

### **UNION STEWARDS**

**SECTION 1.** The Union shall be entitled to be represented by one (1) steward and one (1) alternate shift/team steward on each shift/team. The Union is responsible for notifying the Employer, in writing, as to the individuals officially designated to act as shift stewards or alternate stewards. An employee shall not be permitted to engage in steward duties until such notification is received.

**SECTION 2.** A steward, in addition to performing his/her assigned work, shall be permitted during working hours to assist in the settlement of grievances in accordance with the grievance and arbitration procedures of this Agreement, provided, however; that the employee(s) involved request such representation. The steward shall not abuse his/her office and shall perform his/her duties as expeditiously as possible with a reasonable amount of time for the performance of such duties being approved by the Employer. A steward shall not leave his/her duty assignment or post on any Union business without first obtaining approval from a Security Supervisor. Upon returning to

his/her duty assignment or post, the steward shall immediately notify a Security Supervisor.

**SECTION 3.** Any employee who is serving as a steward shall not be transferred from, or promoted out of his/her shift unless he/she agrees to such a transfer or promotion.

## **ARTICLE 7 FAIR EMPLOYMENT PRACTICES**

Neither the Employer nor the Union shall discriminate against any employee on the basis **of** race, color, creed, sex (**including pregnancy**), age, religion, nationality, Union activity, veteran’s status, or non-job-related handicap.

## **ARTICLE 8 WAGES**

	Current	6/20/2015	6/20/2016	6/20/2017	6/20/2018	6/20/2019	6/20/2020
T&Q	\$19.01	\$19.49 (2.50%)	\$19.98 (2.50%)	\$20.48 (2.50%)	\$21.00 (2.50%)	\$21.53 (2.50%)	\$22.07 (2.50%)
ASO 1	\$24.19	\$24.80 (2.50%)	\$25.42 (2.50%)	\$26.06 (2.50%)	\$26.71 (2.50%)	\$27.38 (2.50%)	\$28.06 (2.50%)
ASO 2	\$25.08	\$25.71 (2.50%)	\$26.35 (2.50%)	\$27.01 (2.50%)	\$27.69 (2.50%)	\$28.38 (2.50%)	\$29.09 (2.50%)
ASO 3	\$27.75	\$28.44 (2.50%)	\$29.15 (2.50%)	\$29.88 (2.50%)	\$30.63 (2.50%)	\$31.40 (2.50%)	\$32.19 (2.50%)

**\* NOTE: \$500 bonus will be paid upon ratification of this early negotiations tentative agreement.**

## **ARTICLE 9 HOURS OF WORK & OVERTIME**

**SECTION 1.** The workweek will start at 0600 hours on each Saturday and terminate one-hundred and sixty-eight (168) hours later. The pay period will

be a set and defined period and will not change without negotiating the effects with the Union prior to any change. Any change to the work schedule will be agreed upon collectively between management and the Union. The new schedule will be bulletined thirty (30) days prior to the effective date unless otherwise agreed to by both parties. The foregoing is descriptive only, nothing herein shall be construed as guaranteeing any specified number of hours or work or pay per week. The workday shall be defined as the twenty-four (24) hour period commencing at 0600 hours each day shift and terminating twenty-four (24) hours later. All work performed in excess of forty (40) hours shall be compensated at time and one-half (1 ½) the employee's straight time rate of pay. There shall be no pyramiding of overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.

An employee who is mandated (forced) overtime on their 36 hour workweek will receive compensation at time and one half (1 ½) for all hours worked over the scheduled 36 hour workweek.

**SECTION 2.** The parties recognize that it is necessary for employees to work overtime. In order to establish an orderly procedure for working overtime, the parties agree to the following:

- A. During times of emergencies (**declared State of Emergency / Security or plant contingency**) should the Employer require employees to remain on site, employees shall be paid at **time and one half (1.5)** their normal straight time rate of pay for all **additional hours worked**.
- B. No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Employer, except in cases of emergency where prior authority cannot be obtained.
- C. No employee shall, as a matter of right, seniority or contract, have the right to overtime work. It is the Employer's right to determine if,

when and what qualifications are necessary for overtime work to be performed.

- D. It is understood between the parties that minimum manning requirements must be satisfied during day-to-day security operations. This may require pre-scheduled and/or non-scheduled overtime during day-to-day security operations. Overtime will be distributed as follows:
1. All pre-scheduled overtime work will be filled from a Department Seniority list. Every effort will be made to fill pre-scheduled overtime requirements with volunteers. Utilize the Department Seniority list starting with the most senior officer on the affected shift and continue down the list filling the required overtime. With each new pre-scheduled overtime period, resume using this list with the next senior officer from the point where it was previously stopped. All overtime hours offered and accepted will be tracked by supervision using a Shift Overtime Tracking Log. All overtime hours will be recorded for the date they are needed regardless of the day handed out.
  2. Mandated overtime will be assigned using the Shift Overtime Tracking Log. When officers need to be mandated to fill the required overtime, the officer with the least amount of overtime worked according to the Shift Overtime Tracking Log shall be forced to work the overtime. When two or more individuals have the same amount of hours the least senior officer will be forced. Mandated hours will be tracked using the Shift Overtime Tracking Log.
  3. Non-Scheduled Overtime will be distributed using the monthly call-out volunteer list. Utilizing the list, officers will be called from the top down until the overtime is filled. If no one is signed up, the Employer will use the shift seniority list from the top

down in order to fill the overtime. All officers called in to cover non-scheduled overtime will receive four (4) hours of equivalency pay in addition to any hours worked.

- a. The sign-up process for the monthly call-out volunteer list will be as follows: At the beginning of each month an overtime sign-up sheet will be available for all bargaining members. The lead site protection shift supervisor will ask each officer by seniority. Each ASO may sign-up for one (1) day at this time. After everyone has had the opportunity to sign-up for one (1) day, all remaining slots will be on a first-come first-serve basis. There is no limit to the number of officers that can sign-up for a given day. Officers can add or remove their names from the list at any time during the month.

NOTE: Officers placing their names on the monthly call-out volunteer list will be fit for duty and ready to come in when called. Officers will make every effort to remove their name from the list if and when they realize they become ineligible. In the event that problems occur with the volunteer officer(s) being available, the parties agree to address the issues under Article 25, Section 4, Union/Management Meetings.

- E. The Employer will force overtime on same-shift to same-shift whenever possible. If it becomes necessary for an officer to be mandated for overtime on the opposite shift, he/she will be compensated with five (5) hours of equivalency pay in addition to any hours worked. If no bargaining unit employee volunteers or is forced, supervision will be allowed to work that post. The Employer will maintain the overtime list and will be monitored by the designated Union representative.
- F. It is understood that overtime work is a recognized condition of work. As such, no full-time employee has the right to refuse overtime work,

which is called by the Employer to meet operational requirements. It is understood that upon requests the Union Shift Steward or Alternate will be given access to the overtime record.

- G. During security and/or plant contingencies, it is understood that a representative of the local Union currently on duty shall, if requested by the Employer, cooperate in attempting to arrange for necessary manning coverage as directed by the Employer. These activities shall be under the supervision of the Security Shift Supervisor or his/her designee.
- H. The Employer will attempt to call in a bargaining unit member to fill any overtime opening of four (4) hours or greater. If the overtime hours are less than four (4) hours from the end of shift, on shift supervision may be used to fill the opening.
- I. It is understood that all parties will be in compliance with 10CFR26 when carrying out the provisions of this Article.

**SECTION 3.** The Union will be involved in working with management to develop schedules. And while it is the Employer's responsibility to schedule work, it is understood that such scheduling impacts the work life of the security force. As such every reasonable effort will be made to communicate schedule changes thirty (30) days, or as far in advance as possible. All schedules, including training schedules, will be presented to the Union prior to posting, whenever possible.

**Section 4.** Management and the Union will agree to meet annually to review and discuss the Overtime Policy Agreement, if needed.

# ARTICLE 10

## HOLIDAYS

The following nine (9) days shall be designated as paid holidays as listed in the chart below as paid time off. Additionally, the Employer provides four floating holidays so that fulltime employees may have the flexibility to schedule time off to suit their individual needs.

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

The Employer observes the following holidays annually:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day (July 4 <sup>th</sup> )	Christmas Day
Labor Day	

Shift workers observe holidays on the actual day, **with the exception of New Year's Day being observed on the nightshift of December 31<sup>st</sup> and dayshift of January 1<sup>st</sup>.**

### 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 a regularly scheduled workday on an Employer observed holiday will be at one and one-half (1 ½)

times the base rate. **The exception being, holidays that fall on a Thursday will be paid at double time (2).**

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 Employer, are paid time and one-half (1 ½) for all hours worked on the actual holiday. This pay practice applies only to the **December 31/January 1, July 4, December 24 and December 25 observed** holidays.

At no time shall a shift employee be paid time and one-half (1 ½) for working both the Employer observed holiday and the actual holiday unless it is an overtime situation.

All hours worked on a holiday which is observed on an employee's day of rest will be paid at double-time (2), in addition to a holiday allowance, when applicable.

### Floating Holiday

Full-time employees receive **thirty-six (36)** hours of floating holidays on January 1 each calendar year, which the employee may use at his/her discretion with prior supervisory approval. Floating Holidays cannot be banked or carried over into the following year.

Floating Holidays may be used in four (4) hour increments.

Newly hired full-time employees earn floating holidays based on this schedule:

<u>DATE OF EMPLOYMENT</u>	<u>FLOATING HOLIDAYS</u>
Hired January 1 through March 31	<b>36</b> hours
Hired April 1 through June 30	<b>24</b> hours
Hired July 1 through September 30	<b>12</b> hours
Hired October 1 through December 31	<b>0</b> hours

# ARTICLE 11

## SCHEDULED TIME-OFF (STO) PROGRAM

It is the intent of the Scheduled Time Off (STO) program for Security Officers to pre-schedule STO in advance and to discourage short notice call offs. A short notice call off is defined as calling off of scheduled work with less than six (6) hours notice prior to the shift start time.

**SECTION 1.** All regular full-time Officers will be entitled to STO at their base, straight-time wage rate, as indicated below:

After Probationary Period	36 hours
After 1 Year	108 hours
After 2 Years	144 hours
After 5 Years	192 hours
After 10 Years	228 hours

On January 1 of each year, all hours will become useable hours regardless of the officer's actual anniversary date.

- ❖ For each quarter of the year for the length of the contract, should a Bargaining Unit Member have zero (0) Call-offs, they will receive eight (8) hours of equivalency pay. This incentive will be paid to eligible employees no later than the first paycheck following thirty (30) days from the end of the quarter. In cases of military time away from work or STD, bargaining members would have to be present for over half of the quarter in order to be eligible for the equivalency pay.

**SECTION 2.** Security Officers will request the day(s) he/she wishes to take off in the upcoming calendar year during the time period of November 1 and December 15 of each year. Crews are authorized to reserve **four (4)** STO slots for bargaining unit members off at any one time for each shift. Should the Echo schedule permanently change, the Employer and the Union agree to meet and discuss the effects of this language. Additional STO slots may be

approved based on operational considerations. STO time will be distributed to bargaining unit members in order of seniority. After December 15, all remaining STO slots will be awarded on a first come, first serve basis. Officers may choose to designate one (1) twelve (12) hour day of STO during the calendar year to be paid in an eight (8) hour increment with the remaining four (4) hours being un-paid. The Union will assist the Employer in developing the STO schedule. The Employer will charge and pay forty (40) STO time hours if all forty-eight (48) hours are taken off during the designated forty-eight (48) hour workweek.

The Employer reserves the right to deny any and all STO based upon demonstrated operational needs and may block off and prohibit requests from being submitted for days in which the Employer deems necessary (e.g., Outage periods). The Employer will provide the Union with advance notice of such periods. In order for an ASO to be guaranteed scheduled time off, his/her written request must be received and approved not less than fourteen (14) days in advance of the desired day(s) off. Otherwise, requests of less than fourteen (14) days will be handled on a case-by-case basis. In such situations, officers will be notified no less than five (5) calendar days preceding the requested time off if possible. STO may be taken in four (4) hour increments. All requests for less than four (4) hours will be on a case-by-case basis.

**SECTION 3.** It is understood that all break days before and after consecutive scheduled STO time off, will be considered as protected time off. Officers will not be scheduled for overtime, training, etc., during this time.

**SECTION 4.** An employee can carry over up to eighty (80) STO hours into the following year and the Employer will buy back up to eighty (80) hours for each remaining calendar year of the contract. An employee who has more than eighty (80) hours of unused STO at the end of the year, will be granted a number of STO hours in the following year so that the total number of STO hours shall be no more than the employee's normal allotment of STO hours plus eighty (80) hours. **It is understood that during a year when Outage and the NRC Triennial Force on Force occurs, employees will be allowed to carry**

**over one hundred and twenty (120) hours and sell back one hundred and twenty (120) hours.**

**SECTION 5.** There shall be no pro-ration of STO for terminated Security Officers. Any employee who resigns without fourteen (14) days notice shall not be entitled to payment for accrued STO time.

**SECTION 6.** STO hours may be donated to other officers upon the Employer's approval. Prior to any refusal, the Employer will discuss with Union leadership. All hours will be paid at the lowest ASO's pay rate.

**SECTION 7.** Security Officers that accrue six (6) or more attendance discrepancies (arriving late, leaving early or calling off) within a rolling twelve (12) month period irrespective of their remaining STO allotment may be subject to discipline in accordance with the Employer's Attendance Policy. The FMLA shall be considered when determining the disposition of the incident(s).

**SECTION 8.** Security Officers with an unscheduled absence after utilizing their entire allotment of STO may be subject to disciplinary action in accordance with the Employer's attendance policy, regardless of the excuse. The FMLA shall be considered when determining the disposition of the incident(s).

**SECTION 9.** Officers calling off on a scheduled training day will be charged STO time for the appropriate hours. Officers receiving prior approval from supervision/management that he/she does not need to attend training will not be charged STO time.

## **ARTICLE 12**

### **CALL-IN & REPORTING PAY**

**SECTION 1.** An employee reporting to work on a day not regularly scheduled and has not been notified two (2) or more hours in advance not to report, will be guaranteed a minimum of four (4) hours of work paid at the

employee's applicable rate of pay. If the employee volunteers to leave prior to the completion of the four (4) hours, he/she will be paid for only the time worked. Overtime hours accepted will remain on the Shift Overtime Tracking Log.

## **ARTICLE 13**

### **SENIORITY**

**SECTION 1.** Seniority under this Agreement shall be computed from the employee's most recent day of hire. Seniority of those employees who start to work on the same day shall be determined by their employee identification number. Employees hired prior to 3/3/2008 will still use their last four (4) numbers of their Social Security Number for determining seniority order when their hire date is the same. The employee hire date will become the anniversary date for pay progression step increases. The Employer retains the right to restrict the movement of personnel for an additional ninety (90) days after the probationary period in order to insure an equitable distribution of new employees on each shift and other legitimate business consideration.

All openings for team and shift will be posted for minimum of ten (10) calendar days, at this time, all interested officers will turn in their names to the Security Operations Supervisor (SOS) and the SOS will forward a copy of this list to the Union President. For all bargaining member positions, the senior officer will be awarded the position. All shift and team assignments will be posted unless the Employer and the Union agree to a change, to include Echo team. The Employer may not move employees from one shift to another without posting unless an emergency or temporary staffing condition(s) exist, but no more than ninety (90) days unless agreed to by both parties.

**SECTION 2.** An employee promoted to a Supervisory position shall not retain their seniority in the event he/she is returned to the bargaining unit.

**SECTION 3.** An employee who voluntarily resigns or retires and decides at a later date that he/she wishes to return, the following conditions will exist. If

the Employer decides to rehire the individual and forty-five (45) days have not passed since their last workday, then the employee will retain their previous seniority provided they re-establish good standing in the Union and International for the period of non-employment with the Employer. If the Employer decides to rehire the individual and it has been longer than forty-five (45) days since their last workday, then the employee shall not retain their previous seniority, seniority will begin with their new date of hire.

**SECTION 4.** Layoffs and recalls shall be based upon an employee's seniority, and qualifications to perform the necessary duties of the position. Laid-off employees shall have callback rights for a period of twelve (12) months, or length of employment, whichever is less, and shall retain their accumulated seniority as of the date of layoff. In case of re-employment, employee's who have been laid-off shall be notified, at their last known address, in order of Employer seniority to report to work. The notice will be by certified mail return receipt. In the event a former employee so notified fails to report to work within five (5) days after receipt of such notice, his seniority shall be terminated; however, if the employee is prevented from reporting because of sickness or emergency involving the employee or immediate family, or other legitimate reason, and so notifies the Employer within the five (5) day period, his recall status will remain unchanged until such time as the sickness or emergency has been resolved, up to the one (1) year limitation specified above. It will be the responsibility of the laid-off employee to keep the Employer notified of any changes of address.

**SECTION 5.** The Employer agrees to prepare seniority lists covering employees covered by this Agreement, a copy of which will be furnished to the Union. The seniority list will be kept up to date quarterly by the Employer.

**SECTION 6.** The decision as to the number of employees to be scheduled for training/retraining, and the number of Security Officers to be utilized at any time shall be at the sole discretion of the Employer.

**SECTION 7.** Employees may lose their seniority standing for any of the following:

- A. Twelve (12) months, or length of employment, whichever is less, absence from duty from layoff date.
- B. Absence because of illness or injury for more than twelve (12) months, including an illness or injury, which is compensable under Workman's Compensation or an award of compensation for permanent total disability on account of occupational injury or illness. Employees shall not suffer a loss of seniority for purposes of pay progression for up to one (1) year, if unable to work due to a work related injury.
- C. Discharge for just cause, not overturned by arbitration
- D. Failure to report for work for two (2) scheduled days without notifying the Employer within that period, unless failure to report is caused by reasons beyond the employee's control.
- E. **Failure** to return from an approved leave of absence on the scheduled date of return; however, if the employee is prevented from reporting because of sickness or emergency involving the employee or immediate family, or other legitimate reasons, and so notifies the Employer prior to the expiration of the leave, his leave may be extended for up to a maximum of thirty (30) additional days. Employees must be able to provide proof of said sickness or emergency.
- F. Give false reason for leave of absence or engages in other employment during such leave unless said employment is approved by the Employer.
- G. Failure to accept and report to work on a timely basis upon recall from layoff, as provided in Section 4, above.
- H. If **he/she** voluntarily resigns, or retires.
- I. Is permanently denied unescorted site access for a security position. It is understood that the employee has the right to appeal denial of site access in accordance with the requisite provisions of the Nuclear Regulatory Commission.

**SECTION 8.** Officers interested in changing teams will notify the SOS who will maintain an up to date list of volunteers. If an opening exists on a

different team (this can also include when new officers are being assigned to teams), the SOS will review the request with Union leadership and determine if the move is acceptable based on team dynamics and shift commitments. If multiple officers request to change teams, any approved changes will be based on seniority. Officers accepting these changes will be subject to the loss of previously approved STO, if not available on the new team. The exact transition date to the new team will be at the sole discretion of the SOS. The officer will be notified of the change date and every effort will be made to facilitate the change within thirty (30) days of the approval based on current operational needs.

## **ARTICLE 14**

### **LAY-OFFS**

**SECTION 1.** In the event of a lay-off, probationary employees shall be laid-off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on lay-off and shall have no recall rights.

**SECTION 2.** Non-probationary employees shall be the next to be laid-off on the basis of Job Classification Seniority.

**SECTION 3.** When a vacancy arises, the Employer shall recall employees on the basis of job classification, ability to perform the available work, and reverse order of lay-off.

**SECTION 4.** Any lay-off will begin with volunteers at the top of seniority, and where there are no volunteers by reverse seniority order.

**SECTION 5.** An employee shall continue to retain recall rights for a twelve (12) month period or length of employment; whichever is less, commencing from the date of the lay-off.

# **ARTICLE 15**

## **GRIEVANCE PROCEDURE**

**SECTION 1.** For the purpose of the Agreement, the word “grievance” means any dispute between the Employer and the Union, or between the Employer and any employee as the meaning, application, or interpretation of the terms of this Agreement. All issues involving the decision to grant or deny nuclear access shall be resolved solely through the Employer’s Access Authorization Program and not through the grievance and arbitration procedure contained in this Agreement; provided, however, that the Union may initiate a grievance and arbitration regarding any discipline resulting from the denial of access. Probationary employees shall not have any rights under the grievance procedure.

**SECTION 2.** In order to be processed, all grievances must be presented at the first step within twenty-one (21) calendar days after the date of the occurrence-giving rise to the grievance. In the case of discharge, suspension or lay-off, the grievance shall be commenced at Step 2 of this procedure, and the written grievance shall be presented to the site Human Resource Generalist or his/her designee within twenty-one (21) calendar days after the date giving rise to the grievance.

**SECTION 3.** Step 1: The grievance shall, no later than twenty-one (21) calendar days from the occurrence giving rise to the grievance, be reduced to writing on a Union grievance form, setting forth the facts in detail, and specifying the Article and Section/Paragraph allegedly violated, and signed by the aggrieved employee or the Steward and shall be submitted to the Security Shift Supervisor.

Step 2: If the grievance is not resolved within ten (10) calendar days after submittal in Step 1, the grievance will be presented to the site Human Resource Generalist or his/her designee. Upon receipt of the grievance, a meeting shall be arranged within ten (10) calendar days with the Labor Relations Representative or his/her designee and the Union President

or his/her designee and may be attended by the grievant and/or crew steward, and other Employer representatives as may be needed. The Labor Relations Representative or his/her designee shall give the Union President or his/her designee a written response within ten (10) calendar days following the date of the meeting.

**SECTION 4.** If the grievance is not resolved in Step 2, it will be reviewed by the UGSOA International Union President or his/her designee and Director of Labor Relations or his/her designee within fifteen (15) calendar days of the denial by the Employers Labor Relations Representative or his/her designee. A meeting or telephonic review between the above referenced parties may be held by mutual agreement.

**SECTION 5.** 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 Employer 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. In any particular case, any time limit specification may be extended by mutual agreement between the Employer and the Union, in writing.

**SECTION 6.** Stewards may be permitted to participate, when appropriate, in the Grievance Procedure as specified above during the employees scheduled workday, if necessary.

## **ARTICLE 16**

### **ARBITRATION PROCEDURE**

**SECTION 1.** Grievances which have been processed in accordance with the requirements of Article 15 Grievance Procedure and which remain unsettled may be processed to arbitration in accordance with the following procedures and limitations.

**SECTION 2.** The Union, within ten (10) calendar days after notification of the rejection of the grievance by the Director of Labor Relations or his/her designee, will in writing, notify the Director of Labor Relations or his/her designee of its intent to invoke arbitration; and the Employer and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Both parties agree that the selection of a neutral arbitrator will be made within fifteen (15) days after notification to invoke arbitration. Should the parties fail to agree upon the selection of an arbitrator within the fifteen (15) day period, the Union will request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators to hear the case. A copy of this request will be sent to the Employer. This request will be made within five (5) calendar days after the failure of the parties to agree upon an arbitrator. An arbitrator will be selected from the list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one (1) name remains, and this individual will be the arbitrator to hear the case. This selection will be completed within thirty (30) days following the receipt of the list by both parties.

**SECTION 3.** The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross-examine the witness or witnesses of the other party.

**SECTION 4.** The decision of the arbitrator shall be submitted, in writing, and shall be final and binding on all parties to this Agreement. Unless written authority is given, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by the parties.

**SECTION 5.** The arbitrator's authority shall be limited to finding a direct violation of the express purpose of the Contract provision or provisions in question rather than an implied or indirect purpose. The arbitrator cannot modify, amend, add to, detract from or alter the provision of this Contract, nor substitute his/her judgment for that of management.

**SECTION 6.** 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 procedure and time limitations set forth above. In any particular case, any time limit specification may be extended by mutual agreement between the Employer and the Union, in writing.

**SECTION 7.** Any grievance involving discharge, lay-off or other potential accumulating back pay liability shall be commenced at Step 2 of this procedure and the written grievance shall be presented to the site Human Resource Generalist or his/her designee within twenty-one (21) calendar days after the occurrence of the facts giving rise to the grievance. The parties expressly agree that any grievance involving discharge, lay-off or potential accumulating back pay liability which remains unresolved after the Labor Relations Liaison's written Step 2 decision, must be arbitrated expeditiously after the Step 2 decision.

## **ARTICLE 17**

### **EXAMINATIONS/RANGE**

**SECTION 1.** The Employer may order and employee to undergo a medical, a physical or psychological examination or evaluation or training and qualification, at the Employer's expense. An employee required to undergo such examination or evaluation when not otherwise working, shall be compensated at a minimum of three (3) hours pay, at his/her regular straight-time hourly rate. Such hours shall not be considered as time worked for the purpose of computing overtime.

- A. The employee will, upon request, be entitled to a copy of the physical exam results.
- B. After a disqualification/final determination of the Medical Review Officer (MRO), the Employer will, at the employee's request, call a meeting with the Employer where the Employer will become involved at the employee's request, to have a review of the MRO's decision.

- C. Any follow-up examinations required may be done at the employee's specialist/physician and any out of pocket expenses will be reimbursed.
- D. The Employer will incur all costs regarding **completion** of required documents and any communications between employee and physician.

**SECTION 2.** The Employer shall pay the cost of range fees and ammunition for the employee's attempt to re-qualify for the weapons re-qualification test. An employee attempting to qualify when not otherwise working shall have such hours considered as time worked for the purpose of computing overtime and will be paid accordingly, i.e., straight rate of pay or overtime rate dependent on the total hours worked for the pay period.

**SECTION 3.** An employee will be provided one (1) attempt during his/her initial re-qualification test and two (2) additional attempts to successfully complete re-qualification after their first failed attempt. Following each failure, the officer will be provided retraining prior to any additional testing. An employee who fails to re-qualify during his/her first re-qualification attempt (initial re-qualification) will be reclassified as a watchperson, providing an opening exists, until he/she can be scheduled for retesting. If an opening does not exist as a watchperson, the employee will be placed on lay-off status until the retest can be scheduled. Retests will be held on the next available training day or as soon as possible; not to exceed thirty (30) days from the date of the last failure to qualify. Officers will retain their armed officer pay rate during all temporary de-certifications.

**SECTION 4.** All employees will be offered one (1) annual unpaid voluntary practice session (in addition to the mandatory practice) and be provided ammunition and time with an Instructor to conduct mock course of fire prior to an employee's re-qualification testing. All current range and safety procedures must be adhered to.

**SECTION 5.** The Employer retains the unilateral right to set the standards for qualifying Security Officers and the method of administering these

standards; such standards and the method of administering such standards, equally applied within any single training group of employees, may not be the subject of a grievance under the grievance/arbitration provisions of this Agreement.

## **ARTICLE 18**

### **UNIFORMS**

**SECTION 1.** The Employer shall furnish uniforms to each employee.

**SECTION 2.** Uniforms remain the property of the Employer. Damaged or worn out articles of clothing must be returned to the Employer for replacement at no cost to the employee. The cost of the replacement articles of clothing shall be borne by the employee if the articles of clothing are lost, misplaced or stolen, or if the damage or wear is the result of the employee's negligent or intentional conduct.

**SECTION 3.** All uniforms and Employer equipment must be returned to the Employer within three (3) business days upon termination of employment. Failure to comply with this requirement will result in the cost of said uniform and equipment being deducted from any moneys due to the employee.

**SECTION 4.** Employees are responsible for the maintenance of uniforms and equipment issued by the Employer.

**SECTION 5.** Security Officers will receive a \$175.00 payment the first pay period of each calendar year for the purchase of footwear. The Employer will provide rain gear as part of the standard uniform issue.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

**SECTION 1.** Non-probationary employees shall be eligible for the following leave of absence in accordance with the procedures set forth

below. All leaves shall be in writing and signed by the Employer and the employee receiving same.

- A. **MILITARY LEAVE** – The Employer will 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.
  
- B. **UNION BUSINESS** – An unpaid leave of absence for a period not to exceed twelve (12) months shall be granted to employees in order to accept a full-time position with the Union.

Employees elected or appointed to attend a Union convention or conference shall be granted an unpaid leave of absence not to exceed twelve (12) days annually. The Union will notify the Employer not less than two (2) weeks prior, **in writing**, to such leave. Such leave shall be limited to not more than **four (4)** employees.

- C. **UNION NEGOTIATING COMMITTEE** – An unpaid leave of absence shall be granted for up to **six (6)** employees to serve on the Union’s negotiating committee and attend pre-negotiating meetings for up to two (2) days. The Union will provide the names of these employees in writing thirty (30) days in advance of the start of negotiations and/or any pre-negotiation meetings.
  
- D. **FAMILY MEDICAL LEAVE ACT (FMLA)** – The Employer will adhere to the requirements of the Family Medical Leave Act (FMLA). Employees may elect to reserve up to one-hundred-twenty (120) combined STO and Floating Holiday hours for use during the same calendar year in which the employee returns to work, subject to the department’s vacation scheduling practices.

- E. **EMERGENCY LEAVE** – An unpaid leave of absence, not to exceed one (1) month, may be granted under emergency situations at the sole discretion of the Employer.
  
- F. **EXTENDED LEAVE** – Employees on extended leave of absence, other than worker’s compensation, must, in order to insure continuation of medical coverage, make arrangement for payment of his/her monthly medical contributions.
  
- G. **PARENTAL LEAVE** – Parental leave will be provided under the same terms and conditions as it is applied to non-represented employees as referenced in policy number HR-AC-500.

**SECTION 2.** Employees returning from a long-term unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Manager, Site Security, in writing, at least fourteen (14) calendar days before they intend to return to work. Individuals on leave of absence must be re-qualified in accordance with site training qualifications policy.

## **ARTICLE 20**

### **BEREAVMENT LEAVE**

**SECTION 1.** The Employer will grant regular employees leave of up to three (3) calendar days between the death and **the day after** the burial/memorial service of an immediate family member. This leave will be paid to the extent that one (1) or more of these days falls on a scheduled workday.

Immediate family is defined as spouse, domestic partner, child, parent, step-parent, sibling, step-sibling, grandparent, grandchild, spouse’s parents, spouse’s siblings, or someone who depends entirely on the employee for support.

**A day off, if requested, will be granted with timely notice provided, if operating conditions permit and approved by Manager Site Security or Designee, to attend a funeral service or burial for non-covered family or close friend. Scheduled Time Off (STO)/Floating Holiday must be used, if available.**

**SECTION 2.** In order to receive bereavement leave pay, a death notice or other satisfactory proof of death may be required by the Employer. The employee may also be required to furnish satisfactory proof of the employee's relationship with the deceased. The employee must notify and advise his/her immediate supervisor that he/she will be unable to attend work because of the death.

**SECTION 3.** A day's pay is defined as the employee's straight-time rate based upon the work schedule of the employee at the time of bereavement leave. Hours paid under this article shall not be considered time worked for the purpose of computing overtime.

**SECTION 4.** The employee must have completed his/her probationary period before being eligible for the bereavement leave pay. A probationary employee shall be granted an excused unpaid leave of absence for bereavement purposes, the duration of which shall be measured by the criteria set forth in Section 1.

**SECTION 5.** It is understood that in order for employees to receive compensation for bereavement leave, an employee must use such leave to make arrangements for and/or attend the funeral.

## **ARTICLE 21**

### **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 Description (SPDs) and any Summary of Material Modifications

(SMMs) thereto as of the date of the agreement will be provided by the Employer to the Union provided, however, that notwithstanding anything contained in the plan documents, SPDs or SMMs, employees hired after 6/1/2009 shall not be eligible for short term disability benefits until the employee has completed ninety (90) days of employment as a regular full time employee.

- ❖ Exelon Corporation Employees' Medical Expense Plan, subject to the charges described in the **2015** Comparing Your Health Care Options document;
- ❖ Exelon Corporation Dental Expense Plan, subject to the changes described in the current years Comparing Your Health Care Options document;
- ❖ Exelon Corporation Vision 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 Saving Plan (including the Employer matching contribution described below), employees will be allowed up to three (3) loans outstanding at any time, one of which must be a home loan.

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

Exelon Corporation Employees' Medical Expense Plan:

- ❖ PPO: Employer: 80% of premium; Employee: 20% of premium
- ❖ PPO + HSA: Employer: 90% of premium; Employee: 10% of premium

An employee whose working spouse has coverage available through another employer will pay an additional \$1000.00 each year for Exelon coverage of the spouse.

HMO's may be offered at the Employer's discretion. Where offered, the Employer's share of the premium may be limited to what the Employer pays for the PPO **option**.

**Dependent coverage will be employer subsidized at 80%.**

**Any credits associated with opting out of coverage will cease effective January 1, 2016.**

**Employees will be eligible to participate in the wellness program as outlined in the 2015 "Proposed Medical Benefits Changes" document. Participation in the Health Steps and wellness initiatives would start in 2016, and apply to medical premiums beginning in 2017. Employees who complete the 2016 Health Steps requirements will receive a \$150 reduction in their 2017 medical plan premium. Eligible employees who do not complete the Health Steps requirements in 2016 will have \$150 added to their 2017 medical plan premiums.**

Exelon Corporation Dental Expense Plan:

- ❖ Dental PPO: (Employee portion of the coverage) Employer: 80% of premium, Employee: 20% of premium
- ❖ Dental PPO: (Dependent portion of the coverage) Employer: 60% of premium, Employee: 40% of premium
- ❖ **Any credits associated with opting out of coverage will cease effective January 1, 2016.**

Exelon Corporation Vision Plan:

- ❖ 100% Employee-paid

### Exelon Corporation Employees' Life Insurance Plan:

- ❖ Basic Life Insurance and AD&D (1 x Pay) Employer: 100% of premium, Employee: 0% of premium
- ❖ Supplemental Life, Supplemental AD&D and Dependent Life: 100% Employee-paid
- ❖ **Effective January 1, 2016, the Opt Out option will be eliminated.**

### Other Exelon Benefits:

- ❖ Employee Assistance Program and Adoption Assistance – 100% Employer-paid
- ❖ Spending Accounts and Long-Term Care Insurance – 100% Employee-paid

### Short Term Disability:

- ❖ Employees will be paid STD at a rate of 70% of base pay for up to 25 weeks.
- ❖ STD will be administered in accordance with the STD plan.

### Long Term Disability:

Employees will participate in the Exelon Corporation Long-Term Disability Plan with the following schedule of benefits.

Employer-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. **The Opt Out option will be eliminated effective January 1, 2016.**

### 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 Employer.

## **ARTICLE 22 401(k) PLAN**

The Employer will provide the Exelon Corporation Employee Savings Plan. The Employer match formula is as follows: 100% of the first 5% of the eligible pay per pay period and is immediately vested.

## **ARTICLE 23 BULLETIN BOARDS**

**SECTION 1.** The Employer shall provide space for three (3) bulletin boards for exclusive Union business with the understanding that the Union shall neither post nor distribute any letters, handbills or notices elsewhere on the site.

**SECTION 2.** Bulletin board notices shall be restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings
- E. Other notices concerning Union affairs, which are not political or controversial in nature.

## **ARTICLE 24**

### **JURY DUTY**

**SECTION 1.** An employee who serves on jury duty shall be paid the difference between his/her straight-time hourly rate for regular schedule workdays lost and the amount received as juror's fees up to a maximum of five (5) days. A workday shall be equal to eight (8) hours or twelve (12) hours dependent on upon employee's schedule at the time of jury duty. Hours paid under this article shall not be considered time worked for the purpose of computing overtime. An employee who receives a notice to report for jury duty must immediately advise their Security Supervision. Jury duty pay will be paid only for actual work time lost.

## **ARTICLE 25**

### **GENERAL PROVISIONS**

**SECTION 1.** **Notices**

The Employer and the Union shall keep each other advised, in writing, of the names of authorized representative.

**SECTION 2.** **Employee Address and Telephone Number**

Each employee is at all times responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.

**SECTION 3.** **Gender**

Pronouns of either gender used in this Agreement are equally applicable to the masculine and feminine gender.

**SECTION 4.** **Union/Management Meetings**

In order to discuss matters of mutual concern involving operational issues and attain efficiencies, no more than two (2) representatives of the Employer and no more than two (2) representatives of the Union agree to meet at least on a monthly basis. Additional individuals from either the Union or the Employer

may be included with mutual consent. This in no way precludes management's rights to introduce new and improved methods of operations.

**SECTION 5. Grooming**

Employees are required to report to work clean, well groomed and with a neat appearance. This standard is covered under Security Standards of Conduct (SY-AA-101-145).

**SECTION 6. Safety and Health**

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

**SECTION 7. Supervisors**

Supervisors may perform bargaining unit work for purposes of instruction, training (not to include long term exercises) relief of employees, emergencies, or post rotation periods, or when necessary to staff a position until a bargaining unit member is available. The Union will have the right to review the call-out record at any time. It is the intent of the Employer to assign Supervisors to perform bargaining unit work in only a short notice and short hour context, and the Supervisor on shift will make their best effort to find an available bargaining unit employee to perform the work.

**SECTION 8. Lists**

The Employer will, on a monthly basis, provide the Union with a list of new hires and terminations. On a quarterly basis, the Employer will provide the Union with an updated seniority roster with address and current phone numbers.

**SECTION 9. Lockers**

The Employer will ensure that locker space is available for the personal possessions of employees assigned to work in the protected area. The Employer will make every attempt to secure additional locker space on the site.

**SECTION 10.      Supplementary Security Officer Force**

It is understood between the parties that no provision of this Agreement will apply to any supplementary Security Officer force working during the existence of a labor dispute involving other bargaining unit employees. Such supplementary force will not result in job loss or loss of normal hours to permanent employees coming under this Agreement while the supplementary force is being utilized.

**SECTION 11.      Pay Cycle**

Officers shall be paid according to the Employer's pay cycle every two (2) weeks and will have their payroll checks deposited electronically.

**ARTICLE 26**  
**NO STRIKES OR LOCKOUTS**

**SECTION 1.**      There shall be no strikes, sympathy strikes, secondary boycotts, picketing, patrolling, interference with the Employer's operations, slowdown, refusal to work, honoring picket lines, or stoppage of work or lockouts during the life of this Agreement. The Union shall use every effort to prevent cessation or curtailment of work by any bargaining unit member employed by the Employer.

**SECTION 2.**      The Employer has the right to impose proper discipline, including discharge, in the event that any employee has engaged in violation of Section 1 above.

**ARTICLE 27**  
**CONFLICT WITH ANY STATE OR FEDERAL LAW**

Where any provision of this Agreement conflicts with any State or Federal law, operative or hereinafter to become operative, the latter shall take precedence hereunder. This provision shall not affect the validity and enforceability of any other provision contained herein.

## **ARTICLE 28**

### **ATTENDANCE**

**SECTION 1.** In cases of emergency vacation requests, the Site Security Manager will evaluate the absence to determine if there is any justification for making the request. If such justification is identified, then the Site Security Manager will consider these circumstances in determining whether the absence will be excused.

**SECTION 2.** The officer who is restricted from performing his/her security duties through no fault of his/her own will be eligible for reassignment to administrative leave. The Employer will make every reasonable effort to provide said employee with administrative duties, if such are available consistent with the employee's circumstances. If no work is available the employee will be sent home. If the employee applies for disability the Employer will assist the employee.

**SECTION 3.** Employees will be required to present a doctor's certificate for four (4) or more call-offs in a rolling twelve (12) month period, two (2) or more consecutive sick days, or upon management's request due to suspected abuse. Examples include but not limited to the following: calling off on a forced overtime day, calling off on a day STO was denied, etc.

## **ARTICLE 29**

### **DISCIPLINE**

**SECTION 1.** Officers will be offered the opportunity to attach a written rebuttal to any forms of discipline.

**SECTION 2.** "Level 1 to Level 3" infractions (as listed in the Employee Standards of Conduct) will **be rescinded if** twelve (12) months **or more have elapsed since the incident giving rise to the employee's last infraction.** "Level 4 to Level 5" infractions (as listed in the Employee Standards of Conduct) will

be rescinded if two (2) years or more have elapsed since the incident giving rise to the employee's last infraction.

## **ARTICLE 30 ADVERSARY ENGAGEMENT**

10CFR73.55(h)(5) and NRC Information Notice 89-05 "Use of Deadly Force by **Security Officers** protecting nuclear power reactors against radiological sabotage" shall apply to all bargaining unit members.

The Employer shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of his/her actions in the reasonable performance of duties performed within the scope of his/her employment and in accordance with Employer and NRC directives policies, and training. The Employer shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of his/her actions in the reasonable performance of duties performed within the scope of his/her employment and in accordance with Employer and NRC directives and policies and training.

## **ARTICLE 31 BONUSES**

### **SECTION 1. Annual Incentive Plan (AIP)**

It is agreed that Bargaining Unit members will be eligible to participate in the Employer's Annual Incentive Plan (AIP) using the financial targets as described below. This plan will be administered in accordance with the Employer's AIP plan design. Overtime and other applicable wages will be included per FLSA rules.

No part of the AIP goals shall be subject to grievance and arbitration under and circumstances except in the limited instance where an employee contends that he/she was not paid in accordance with the terms of the plan applicable to him/her.

<u>Year</u>	<u>Payout Date</u>	<u>Target %</u>	<u>Maximum %</u>
<b>2015</b>	<b>February 2016</b>	4%	8%
<b>2016</b>	<b>February 2017</b>	4%	8%
<b>2017</b>	<b>February 2018</b>	4%	8%
<b>2018</b>	<b>February 2019</b>	4%	8%
<b>2019</b>	<b>February 2020</b>	4%	8%
<b>2020</b>	<b>February 2021</b>	4%	8%

## **ARTICLE 32 DURATION**

**SECTION 1.** This Agreement becomes effective **June 20, 2015**, and shall continue in full force and effect until **June 19, 2021** and from year to year thereafter, unless either party receives written notice from the other party, not less than one hundred twenty (120) days, immediately prior to the expiration date, of its intention to amend, modify, or terminate this Agreement. However, in the event the Employer shall cease to operate security at the Three Mile Island facility, this contract will continue in full force and effect until it is modified or changed by the parties.

**SECTION 2.** This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties have cause their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

# APPENDIX A – SHARED RESOURCE AGREEMENT



June 20, 2012

Michael Burke  
Director, International Union  
United Government Security Officers of America Local 18  
8670 Wolff Court  
Suite 210  
Westminster, Co 80030

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 Three Mile Island, Oyster Creek and Limerick, it is agreed to that during plant outages, Security Officers from within the Exelon system can be used to supplement the Security Force at the plant having the outage, under the following guidelines:

- Personnel will be paid at their current rate under the bargaining unit 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 supplement 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 per 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. Additionally, employees who do not volunteer and remain at the home station will not be subject to continuous or forced overtime.
- Shared Resource work will be distributed equally between the Security Officers at the affected station and the Security Officers on the Shared Resource crew. The Security Officers at the affected station shall have unscheduled overtime preference.

## APPENDIX B – INITIATION OF NEW SCHEDULE



August 22, 2012

Mr. Jose Diaz  
Local President  
UGSOA Local #18

Re. Initiation of New Schedule

During the August negotiations between United Government Security Officers of America, Local 18 (UGSOA) and Exelon Corporation (Exelon), the parties discussed, in depth, the implementation of a new work schedule for the Armed Security Officers at Exelon's Three Mile Island Facility. Based on these discussions, both parties have agreed to meet, no later than April 1, 2013, in order to discuss and agree on a new schedule. Both UGSOA and Exelon must agree upon the time and dates for these future meetings (new schedule meetings), and the scheduling for these meetings shall occur no later than March 1, 2013. In the new schedule meetings, UGSOA and Exelon will discuss and create a new schedule, which is more beneficial for the Armed Security Officers' quality of life. Exelon will implement a pilot program of the agreed upon/new schedule on the first full pay cycle of 2014, no later than January 18, 2014. Prior to July 31, 2014, UGSOA and Exelon will meet to discuss the effectiveness of the schedule, and at this time, either party may propose to opt out of the new schedule format or propose to implement the pilot schedule as a permanent schedule change. If either party proposes to opt out of the pilot schedule, that party must provide sufficiently documented evidence in support of its opt out stance.

## **APPENDIX C – EXCISE TAX**

**Parties agree that the potential impact of the Excise Tax on High Cost Health Plans included in the Patient Protection and Affordable Care Act will be monitored with regard to applicable benefit plans covering employees represented by UGSOA Local 18 in order to avoid the assessment of the tax throughout the term of the contract. Because legal issues associated with the Patient Protection and Affordable Care Act continues to develop and the potential impact of the Excise Tax on applicable plans and timing of such impact is not certain, further action may be necessary during the term of this Agreement. In the event that additional action is required, the parties agree to re-open the CBA for the sole and limited purpose of negotiating plan terms that avoid the Excise Tax, but would share the burden of the cost reduction. Any re-opener for this limited purpose will be triggered if, but only if, the Company is advised (based on third party consultant analysis that will be shared with Local 18) that there is a high likelihood that without adjustments to the contract that the Excise Tax liability will be incurred during the term of this CBA and the Company's third party consultant provides specific guidance on how the tax is to be calculated and paid. This negotiation shall impact only applicable Health and Welfare benefit plans that would be impacted by the Excise Tax and all other terms and conditions of the contract shall remain in full force through the termination date of the contract.**

# **APPENDIX D – PLANT CLOSURE**

## **PLANT CLOSURE**

**In the event of a plant closure announcement, the Company and the Union agree to enter Effects/Impact Bargaining (as soon as practicable, but no more than 90 days from the announcement).**

**The Negotiations will include, but not limited to:**

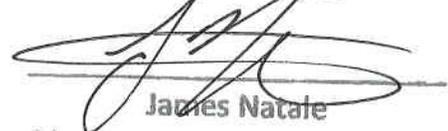
- 1. De-commissioning of Unit(s)**
- 2. Retiree benefits and compensation**
- 3. Early retirement package to include compensation and benefits**
- 4. Severance benefits and compensation for employees not eligible for retirement**
- 5. Issues that may arise due to announcement of plant closure**

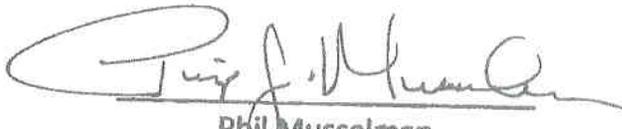
## SIGNED AND AGREED

**Exelon Nuclear Security, LLC**

  
Mark Gridley  
Corporate Labor Relations  
Spokesperson

**UGSOA Local 18**

  
James Natale  
Director, UGSOA International  
Spokesperson

  
Phil Musselman  
Mgr. Site Security Operations

  
Andrew Clark  
President, Local 18

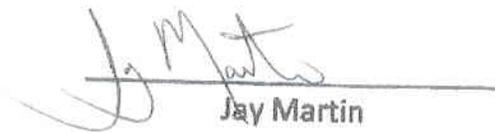
  
Rich Gerner  
Security Ops Supervisor

  
Matthew Zimmerman  
Vice President, Local 18

  
Ashley Yuskevich  
Mgr. Site Human Resources

  
Justin Marella  
Treasurer, Local 18

  
Keri Blymire  
Sr. Human Resources Generalist

  
Jay Martin  
Secretary, Local 18