Power House National Committee (PNC)

Bulletin of Clarification #1

November 10, 2005

Exhibit B
Power House Committees

It has been determined under the authority of the PNC that the minimum quorum necessary for a PAC to conduct business shall be two-thirds of the membership of the established PAC with labor and management equally represented. When required, two-thirds shall be rounded to the nearest even whole number.

Ronald G. Wenthered For Measurement

William Kaonorowski For Labor

Power House National Committee (PNC)

Bulletin of Clarification #2

November 10, 2005

Article X: 2. Stewards

It has been determined under the authority of the PNC that the language of Article X:2. allows each Local Union to designate a working journeyman as Steward on the day shift and if worked, the afternoon shift and or the night shift.

Renald G. Weathured For Management

William Kacamowski Por Labor

Power House National Committee (PNC)
Bulletin of Clarification #3
November 10, 2005

Article 1:1. Bargaining Unit Supervision

It has been determined under the authority of the PNC that with respect to Supervision, the separate and distinct bargaining unit established within Article 1:1. consists of Foremen and General Foremen.

Where local collective bargaining agreements contain the classification of "Superintendent", employers are not prohibited from hiring such classifications and paying them the local wages and fringe benefits. Said Superintendents shall not be included within the separate and distinct bargaining unit of Article 1:1., nor shall they be covered by any of the terms and conditions of the Agreement.

Ronald G. Wentherred

William Kacaarovaki For Labor

Power House National Committee (PNC) **Bulletin of Clarification #4** May 9, 2006

> Article XI: Section 2. **Trust Agreements**

It has been determined under the authority of the PNC that within the context of the reference to trust agreements found in Article XI:2., such reference includes any and all written amendments to the trust agreements.

With respect to this Bulletin of Clarification, a requirement for a fringe benefit surety bond contained within a legally established trust agreement, or written amendment thereto, would be recognized as being applicable.

> Ronald C. Weatherred For Management

William Kaccorowski

For Labor

Power House National Committee (PNC) **Bulletin of Clarification #5** May 11, 2009

**Article VX: Holidays** 

It has been determined under the authority of the PNC that when a Contractor does not schedule some or all of the employees for good reason (in the case of when Exelon Generating Company, LLC, the Owner, requests the Contractor to not schedule some or all of the Contractor's employees due to the Plant either not being in operation or in-house crews and supervisors being greatly diminished because of an in-house Plant holiday), that on such days, it will not be considered a violation of the Exelon GPPMA for the Contractor to not schedule its employees. An example of an in-Plant holiday not recognized under the Exelon GPPMA to which this Bulletin of Clarification applies is Christmas Eve

In the event that an individual craft employee requests a layoff when more than two (2) days are involved in situations referenced above so that the craft employee can return to the out-of-work list at the hiring hall to avoid losing wages, the layoff must be granted by the Contractor. The termination must not be designated as a quit.

James A. Susan

For Management

William Kaczonowski For Labor

# Power House National Committee (PNC) Bulletin of Clarification #6 May 16, 2011

Article XI:2 of the General Presidents Project Maintenance Agreement for Exelon Generating Company, LLC, Generating Facilities (the "Agreement") provides that, "Fringe benefits as negotiated in the appropriate local and/or national working agreement shall be paid"; that "Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employees are required [which] includes health & welfare funds, annuity, vacation, apprenticeship, training funds, and pension funds" and that, "Construction industry promotional funds are not payable." Accordingly, it has been determined under the authority of the PNC that Contractors performing work under the Agreement must make the required contributions to the following International Union Funds, if those funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project:

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- Carpenters International Training Fund
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI
- Asbestos Workers' Labor Management Cooperative Trust
- Millwright Industry Trust (only payable on MW hours)

For other funds in the local collective bargaining agreement the following criteria shall be considered in determining whether payments are required to be made pursuant to Article XI:2:

- The fund must be required in the appropriate area and/or national working agreement.
- Funds which are not jointly administered as set forth in the Labor-Management Relations Act, 1947, as amended, typically are not funds which directly benefit employees, and hence are not required by Article XI:2.
- Contributions to funds which directly benefit employees, such as for health and welfare, annuity, vacation, apprenticeship, training and pensions are required by Article XI:2.
- If a fund is not a health and welfare, annuity, vacation, apprenticeship, training or pension fund, contributions are not required unless the fund directly benefits employees.
- Construction Industry Promotion Funds are not payable under Article XI:2. Such funds typically are set up for the benefit of an industry rather than employees; they are primarily concerned with the relationship between the industry and the public, rather than the relationship between employees and their employer; and they are typically, but not always, referred to in their title as a Promotion Fund or Advancement Fund.
- In circumstances when it is not clear whether a fund directly benefits employees, upon the request of a Contractor or Union signatory to the Agreement, the matter shall be referred to an individual jointly designated by the Contractor members and the Union members of the PNC (the Fringe Benefit Factfinder, herein the "FBF") to conduct an investigation and make Findings as to whether contributions to the fund are required pursuant to the above criteria. The FBF shall report his Findings to the PNC for a determination by the PNC. In the event that the PNC cannot make a determination regarding whether payments to a fund are required pursuant to Article XI:2, the matter shall be referred to the IMA identified in Exhibit B to the Agreement, who shall proceed in accordance with the second and third paragraphs of Exhibit B, page 3; costs be paid as set forth in the final paragraph of Exhibit B. The PNC or IMA shall give weighted consideration to the Findings of the FBF, and the determination of the PNC or IMA shall be final and binding and applicable to all signatories to the Agreement.

Jim Susan For Management

William Kaczprowski For Labor

William & Kayrondi

Power House National Committee (PNC) **Bulletin of Clarification #7** April 2, 2012

Article II: Management Rights Article XVIII: First Aid, Safety, and Workers' Compensation

It has been determined under the authority of the PNC that pre-hire health/fitness-forduty/physical capability questionnaires, which may be used by an employer to determine the physical capabilities of a worker to perform certain work tasks, are acceptable and are not inconsistent with Exelon Amendment to the GPPMA, provided that they are not in conflict with local, state, and/or federal laws and further provided that the information collected is not used in a discriminatory manner. Any employment action arising from the information obtained in such questionnaires is subject to the grievance procedure in Article VII.

> ımes Susan or Management

For Labor

T.G. Pagen

**IMA** 

Power House National Committee (PNC)

Bulletin of Clarification #8

September 15, 2015

Article XXV: Training and Screening

Article XXV of the General Presidents' Project Maintenance Agreement for Exelon Generating Company, LLC, Generating Facilities ("the Agreement") provides that individuals who satisfactorily complete the requirements for nuclear plant access, including the initiating Access Authorization process required by NRC regulations, shall be paid for that time required to complete training and/or take the exam or test as required by the Contractor upon successful complete of Fitness for Duty screening requirements.

The Power House National Committee (PNC) has reviewed Article XXV concerning Owner requirements in the context of completing an electronic Personal History Questionnaire ("ePHQ") via the internet prior to employment with the Contractor for individuals covered by the Agreement.

The PNC recognizes that market forces, technological advances, and the internet are driving the commercial nuclear power industry to adopt more efficient methods to conduct background (security) investigations on contractor applicants for unescorted access. The ePHQ process is structured to allow applicants to submit required personal information through a secure website directly to the Owner so that the background investigation can begin before the applicant is hired.

It is therefore determined under the authority of the PNC that individuals covered by the terms of the Agreement may submit an ePHQ to Exelon's Security Department under the terms and conditions set forth below.

### Compensation:

- 1. Individuals covered by this Agreement who have never applied for unescorted access, or who have not held unescorted access at a U.S. commercial nuclear station within the last 365 days, shall receive two (2) hours of wages (at the 1.0x rate) and fringe benefits at the current rate from the employer on the first paycheck for completing and submitting an accurate ePHQ at least four (4) business days in advance of the scheduled hire date. This payment is contingent upon the individual successfully completing on a timely basis all other security and training requirements to obtain unescorted access, including all testing for both knowledge and drug/alcohol screening.
- 2. Applicants who have held unescorted access within the last 365 days at a U.S. commercial nuclear station shall receive one (1) hours of wages (at the 1.0x rate) and fringe benefits at the current rate from the employer on the first paycheck for completing and submitting an accurate ePHQ at least four (4) business days in advance of the scheduled hire date. This payment is contingent upon the individual successfully completing on a timely basis all other security and training requirements to obtain unescorted access, including all testing for both knowledge and drug/alcohol screening.

## Implementation

- Timely submittal of the ePHQ prior to the hire date shall be mandatory to meet the compensation requirements described above. The ePHQ must be received electronically by Exelon Security four (4) business days prior to the scheduled date of hire.
- 2. It is understood by all parties that participation in the ePHQ process is voluntary and not a condition of employment for persons covered by the terms of this Agreement. Employees covered by the terms of this Agreement may continue to submit paper PHQs in the same timely fashion and manner that they have been doing historically without penalty after they are employed by the Employer.
- 3. The Unions agree, at both the Local and International level, to encourage their membership to participate in the ePHQ process.
- 4. The terms and conditions of this BOC cover the ePHQ exclusively and do not extend to any other aspect(s) of the process to obtain unescorted access.

- 5. Any substantive changes affecting the volume or type of information required by any future revisions to the current ePHQ must be mandated by NRC regulation such that the changes would apply equally to both electronic and paper versions of the PHQ and apply equally to all NRC Licensees.
- 6. The PNC agrees to reconvene, at a place to be determined, in September 2017. at which time empirical data collected by Exelon for the time required by persons to complete the ePHQ will be present to the PNC for review. The two-hour/onehour pay terms described in the Compensation section above will be reviewed by the parties at that time using the ePHQ data collected. At that September 2017 meeting, the PNC may extend, modify, or terminate the terms agreed to in this BOC. In the absence of an Agreement by the PNC to extend or modify the terms of this BOC, it will automatically expire on December 31, 2017.

James A. Susan

- For Management

For Labor

IMA

# **Power House National Committee (PNC) Bulletin of Clarification #8 Revision A** September 18, 2017

Article XXV: Training and Screening

Pursuant to Bulletin of Clarification #8, Implementation item 6 –

The PNC committee reconvened on September 18, 2017. Empirical data collected by Exelon regarding the time required by persons to complete the ePHQ was presented to the PNC for review. The two-hour/one-hour pay terms described in the Compensation section were reviewed by the parties using the ePHQ data collected.

The PNC committee determined that the two-hour/one-hour pay terms should be extended through September 30, 2019. All other terms and requirements within BOC #8 will remain in full force and effect for the term of BOC #8.

The PNC agrees to reconvene in September 2019, at which time actual time durations will again be reviewed. At the September 2019 meeting, the PNC may extend, modify, or terminate the terms agreed to in this BOC #8. In the absence of an Agreement by the PNC to extend or modify the terms of BOC #8, it will automatically expire on December 31, 2019.

Marc Campo

For Management

William Kaczorowski

For Labor

Power House National Committee (PNC)

Bulletin of Clarification #9

September 14, 2015

Article IX: Jobsite Representative

It has been determined under the authority of the PNC that, when a government agency and/or owner, with respect to the operation of the plant, mandates certain stoppages of work being performed by a contractor signatory to this Agreement, which are beyond the control of the contractor, and that contractor employs the jobsite representative, then the provisions of Article IX, Paragraph 4, concerning the guaranteed forty (40) straight-time hours per week for the jobsite representative are not applicable.

James Susan

For Management

William Kaczorowski d

For Labor

T.G. Pagan

IMA

# Southern Region Amendment

This Amendment is established under the provisions of Article I: Section 2. of the General Presidents' Project Maintenance Agreement For Exelon Generation Company LLC, Generating Facilities (hereinafter referred to as Agreement). This Amendment is added to the Agreement for the purposes of making contractors competitive and reflects current conditions and / or practices associated with projects within low density and Right To Work states. Further, the Amendment specifically addresses market conditions within the Southern Region. This Amendment shall only apply to those Generation Facilities listed herein, which will be added to Exhibit A of the Agreement.

### **Specifically Amended Agreement Terms And Conditions**

### **Article II: Management Rights**

- The Contractor may bring in or transfer up to one hundred percent (100%) of the workforce, including foremen, general foremen and craft supervisors within the Unions' jurisdiction.
- 1. K. Use of discretionary mixed crews and / or composite crews will determine the number of employees needed to safely perform the work with due consideration of the appropriate skills mix; make all work assignments and jurisdictional assignments.
- 1. L. All signatory parties understand and agree that eligibility for employment is conditioned upon successful completion of all of the following requirements.
  - Occupational Safety and Health Administration (OSHA) 10 Hour Outreach
  - Training for applicants or OSHA 30 Hour Outreach Training for supervision
  - (as applicable).
  - Owner's and / or Contractor's required drug and alcohol (D&A) screening.
  - Required welder testing and certifications.
  - Any required trade specific qualifications and certifications.

All such required pre – employment non – paid processing time (NPPT) shall be on the employees own time.

### **Article III: Union Security And Referral**

- 3. The above shall not restrict the Contractor from soliciting and / or hiring qualified personnel from any source, provided that the Unions are unable to fulfill the Contractor's manpower requirements within 24 hours after the Contractor's request for manpower. If the Contractor notifies the Union that the situation is an emergency, the Union must fulfill the Contractor's manpower request within 12 hours. If the request of the Contractor is unfilled, the Contractor can fill the manpower request from any source necessary.
- 6. The Contractor shall not be bound by the hiring and book classification layoff practices of Unions. The Contractor reserves the right to lay off at its discretion in order to maintain the best qualified workforce to meet the Owner's needs. The Contractor also reserves the right to call by name and / or qualifications or candidates with previous experience with the Contractor.
- 9. The Contractor reserves the right to use up to 30% of the workforce utilizing apprentices, sub journeymen and tradesmen classifications as identified in the Unions' Attachment A wage sheet in order to produce a more competitive cost structure within the composite rate.

#### Article VIII: Work Assignments

- 3. As stated within Article II: K. the Contractor shall have the right to make all jurisdictional work assignments. Jurisdictional disputes shall be resolved pursuant to Article XXIV.
- 5. The Contractor and the Unions agree that the Contractor may use a composite or discretionary mixed crew if the Owner or the Contractor deems such use necessary to respond to an urgent or emergency plant condition.

#### **Article IX: Jobsite Representative**

3. The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay. The Jobsite Representative is not guaranteed forty (40) hours per week due to the nature of the work not being steady state.

#### Article XI: Wage Rates And Payday

8. The Contractor will use direct deposit or pay cards for all pay roll requirements Including lay off is pay off.

9. All Overtime work, Call-In work and work performed on Saturday, Sunday and Holidays shall be paid at the rate of time and one – half (1.5).

### Exhibit A

The following Generating Facilities are hereby added.

Wolf Hollow II (Granbury, Texas)

Colorado Bend II (Wharton, Texas)

Hillabee (Alexander City, Alabama)

Albany Green Energy (Albany, Georgia)

### **Exhibit B Power House Committees**

Due to the Nature of the work to be performed at the Generating Facilities covered by This Amendment, the voting composition of a PAC may be a minimum of two labor and two management representatives. It is understood however, that the individuals voting cannot be a party to a dispute to be adjudicated.

# Appendix B Mandatory Eight Straight Time / Attendance Program

Delete:

Section II C)

Delete:

3) 4) 5) of Section II D)

#### Appendix E Baseline Maintenance

IV For any facility that requires Baseline Maintenance, the Contractor has the right to utilize discretionary mixed crews and / or composite crews; make all work assignments and jurisdictional assignments for all work associated with Baseline Maintenance crews. The establishment of these crews will take into consideration required skills to accomplish the work in a safe and productive manner. The Contractor reserves the right to periodically adjust these crews to meet the skills requirements of the project.

This Amendment approved by majority vote of the General Presidents' Committee this 2017, Day of December, 2017

By: Br.B.