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.

Rossid G. Westberred For Minnesensel

William Kacancowski 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.

Remail G. Westberred For Management

William Reconouski For 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 Q. Westberred For Management

William Kannatuvak 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 G. Wootherred For Management

William Kennyawaki 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 Bricklavers, 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 Kaczorowski For Labor

Willow & Kayrend

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.

mes Susan

or Management

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

Power House National Committee (PNC) Bulletin of Clarification #8 Revision A September 16, 2019

Article XXV: Training and Screening

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

The PNC committee reconvened on September 16, 2019. 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, 2021. 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 2021, at which time actual time durations will again be reviewed. At the September 2021 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, 2021.

Scean Cherry
For Management

Kevin Adkisson For Labor T.G. Pagan

POWER HOUSE NATIONAL COMMITTEE (PNC)
BULLETIN OF CLARIFICATION (BOC) #8
UPDATED 1-14-2022

ARTICLE XXV: TRAINING AND SCREENING

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

The PNC committee reconvened on 1-14-2022. Empirical data collected by Exelon regarding the time required by persons to complete the electronic version of the Personal History Questionnaire (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, 2023. 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 2023, at which time actual time durations will again be reviewed. At the September 2023 meeting, the PNC may extend, modify, or terminate the terms agreed to in the 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, 2023.

or Management

Jim Daley

For Labor

Brent Booker

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.

For Management

William Kaczorows

For Labor

MA

Power House National Committee (PNC) Bulletin of Clarification #10 April 23, 2019

Article III: Union Security and Referral

It has been determined under the authority of the PNC that, when a government agency and/or owner imposes equal employment obligations on the Contractor's project, the referral and layoff procedures of this Article shall be subordinate to such obligations.

Scean Cherry For Management William Kaczorow

For Labor

r.G. Pagan

MA

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT FOR CONSTELLATION ENERGY GENERATION COMPANY, LLC

Power House National Committee (PNC) Bulletin of Clarification January 27,2023 Article V: Scope of Work

It has been determined under the authority of the PNC that the owner may cover all behind the meter project work as power plants are converted into Clean Energy Centers. This work includes, but is not limited to, the construction of on-site hydrogen hubs, data centers, and carbon capture.

lames Daley

For Management

Brahdon Bishop

For Labor

T.G. Pagan

IMA

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT FOR CONSTELLATION ENERGY GENERATION COMPANY, LLC

Power House National Committee (PNC) Bulletin of Clarification January 27,2023 Article XIII: Standard Day Shift Schedules

It has been determined under the authority of the PNC that when Constellation Energy Generation Company, LLC requests a contractor to align with an in-house 4 x 10's work schedule, the contractor will act in accordance with the following:

Optional Four (4) day Work Week, Ten (10) Hours Per Shift Schedule, $4 \times 10'$ s with and without a Voluntary Make-up Day – In order to address the unique needs of a project, the Contractor may request permission to implement either of the following $4 \times 10'$ s schedules (with or without a voluntary make-up day). The Contractor's request should be in writing and shall be addressed to the Administrator of the GPPMA. The written request should contain the following information:

- Contractor's name and contact information
- GPPMA Contract Number
- Project Name and Location
- Owner
- Whether the request is for 4 x 10's with or without a voluntary make-up day

(Option #1 or Option #2)

The Administrator of the GPPMA and the General Presidents' Committee shall respond in writing, either approving or disapproving the request, as expeditiously as possible. The Contractor may not implement the new 4×10 's schedule until it has received written approval from the Administrator. Once granted, the 4×10 's schedule shall be available to the Contractor on the project for the duration of its GPPMA. The optional 4×10 's schedule does not allow for any overtime other than casual or incidental overtime. Should the needs of the project be such that other than casual or incidental overtime is required, the Contractor shall be required to revert back to a 5×8 's schedule with appropriate overtime pay. The optional 4×10 's schedule shall not be used to avoid paying overtime for the 9th and 10th hour of work, Monday through Thursday.

Option #1: Four (4) Day Work Week, Ten (10) Hours per Shift (4 x 10's with Make-up Day) 16

- A. The Contractor may change the work week from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor has the option of establishing a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the Union will be advised of the starting time.

- C. A Contractor may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day. In the event the job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.
- D. Employees who inform their Contractors on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, will not be penalized.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule.

Option #2: Four (4) Day Work Week, Ten (10) Hours per Shift (4 x 10's without Make-up Day)

- A. The Contractor may change the workweek from five (5) days at eight (8) hours per day to four days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the Union will be advised of the starting time.
- C. A Contractor may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day.
- D. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule. All time worked on Sunday and holidays set forth in Article XVI of the General Presidents' Agreement shall be paid for at the rate of double time.

It is understood by the parties hereto that the PNC reserves the right to make periodic reviews to determine whether these provisions for 4 x 10's serve the purpose for which it was intended and may rescind these provisions if so determined.

James Daley

For Management

Brandon Bishop

For Labor

T.G. Pagan

IMA