

AGREEMENT

between

Constellation Energy
Nine Mile Point Nuclear Station, LLC

and

LOCAL UNION 97

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

Effective July 1, 2006 through June 30, 2011

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*These sections have been changed as a result of the 2006 Negotiations.

AGREEMENT

This agreement made and entered into this 1st day of July 2006, by and between Constellation Energy, Nine Mile Point Nuclear Station LLC (hereinafter referred to as the Company), party of the first part, and Local Union 97 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and the Congress of Industrial Organizations (hereinafter collectively referred to as the Brotherhood or Local Union 97), party of the second part,

WITNESSETH

WHEREAS, the majority of non-supervisory production and maintenance employees of the party of the first part and the majority of its non-supervisory technical, office and clerical employees have indicated in secret elections conducted by the National Labor Relations Board their desire to be represented by the International Brotherhood of Electrical Workers, A.F.L.-C.I.O., and the said Board has duly certified said International as the representative of such employees for the purpose of collective bargaining, and

WHEREAS, the Company and the Brotherhood, for purposes of facilitating the peaceful adjustment of differences that may arise from time to time between the parties and of promoting harmony and efficiency, now desire to enter into a new agreement to supersede the agreement between the parties dated November 7, 2001 and effective November 7, 2001 through June 30, 2006.

Unless context otherwise requires, words used in this Agreement in the masculine gender shall include feminine.

NOW, THEREFORE
The Company and Local Union 97, IBEW agree as follows:

ARTICLE I

REPRESENTATION

1. The Company agrees to negotiate and bargain exclusively with Local Union 97, IBEW through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment, and other conditions of employment, for employees covered by this agreement as shown by job titles in Schedule A, attached hereto and made a part hereof.

However, in order to keep pace with changing business conditions, and to remain competitive, the parties agree to continue to meet and negotiate and attempt to resolve any pertinent issue that may arise in this regard in connection with the Collective Bargaining Agreement.

2. The provisions of this agreement shall not apply to confidential employees, or to plumbers, bricklayers, carpenters, cement finishers, or other employees in building trade classifications who are members of a craft union affiliated with the American Federation of Labor and/or the Congress of Industrial Organizations and who are employed by the Company on an hourly basis; nor shall it apply to marine engineers, firemen or captains.

ARTICLE II

TERRITORY

1. This agreement shall apply only to employees of Constellation Energy, Nine Mile Point Nuclear Station LLC within the defined bargaining unit who work at, or out of, the Nine Mile Point Nuclear Station.

2. This agreement shall bind the successors of the Company by merger or consolidation as to the provisions and territory covered by this agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit, it is agreed that:

a. An absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this agreement.

b. Any increased or additional work of a continuing or permanent nature performed at or in conjunction with the Company's existing facilities or from a transfer of work occasioned by the closing or partial closing of an operation previously covered by this agreement, shall be deemed bargaining unit work and shall be fully covered by the terms, conditions, and obligations of this agreement.

3. In connection with the parties performing their obligations under section 2, paragraph g, of the Memorandum of Agreement dated 3/9/01, certain job titles were removed from Schedule A, Index of Job Titles because those job titles were inapplicable to the current functions at Nine Mile Point Nuclear Station. It is understood that in the event the Company adds work of a continuing or permanent nature which is not currently (as of 9/10/02) performed by hourly-paid bargaining unit personnel, then such work will be considered bargaining unit work if (1) it is performed by employees of Nine Mile Point Nuclear Station who work at or out of Nine Mile Point Nuclear Station; and (2) it is work that was considered bargaining unit work

under the Labor Agreement between Niagara Mohawk Power Corporation and IBEW Local Union 97 dated April 15, 1996. It is further agreed that the parties will meet to discuss applicable job specifications with respect to such bargaining unit work.

ARTICLE III

RECOGNITION

1. The parties to this agreement recognize that a strong union with full and active participation on the part of all employees in the bargaining unit is desirable.
2. The Brotherhood recognizes that the management of the Company, the direction of its working forces, the determination of the number of employees it will employ or retain, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, and the right to release employees because of lack of work or for other proper and legitimate reasons, are vested in and reserved to the Company, subject, however, to the provisions of this agreement and the employees' right to adjustment of grievances as provided herein. The Company agrees that there shall be no discrimination, interference, restraint, or coercion by the Company, or by any of its agents, on behalf of or against any employee because of the employee's membership in the Brotherhood or because of any lawful activities on behalf of the Brotherhood.
3. Foremen and other Supervisory personnel who are not within the bargaining unit shall not perform work of the type and grade performed by represented employees except during emergencies.

ARTICLE IV

UNION SECURITY

1. On individual written authorizations of members of the Brotherhood, and while such authorizations remain in effect, the Company shall deduct from the wages of such members initiation fees and dues provided for in the constitution and by-laws of the Brotherhood, and shall remit the same within ten (10) days to the Financial Secretary of the Local Union.
2. When employees covered by this agreement are added to or removed from the payroll or changes in address of such employees are recorded in the Company's personnel records, the Company shall promptly give notice thereof to the Financial Secretary of the Local Union.
3. Employees who are not members of the Brotherhood in good standing shall be barred from employment or from continuance of employment in any job classification covered by this agreement, except that employees hired under or transferred to any such job classification shall be permitted a thirty-one (31) day period of service before membership in the Brotherhood becomes mandatory. Any such employee so barred from employment shall not receive any separation allowance or pension from the Company. The Brotherhood reserves the right to discipline its members in accordance with its constitution and by-laws. It is further agreed that the Brotherhood will give the Company and employees concerned thirty (30) days' written notice of the Brotherhood's request that any employee be discharged under this paragraph.
4. Any contract entered into by the Company for construction or maintenance work at Nine Mile Point Nuclear Station shall be let to a contractor, when such a contractor is available, who agrees to employ labor in harmony with the trades, except in those cases where the Company cannot comply because such contract must be awarded to the lowest bidder on specifications prepared by or subject to the approval of a

governmental officer, board, commission or authority. Where there has been compliance with the provisions of this paragraph, there shall be no delay in the prosecution of any work if a dispute thereafter arises between a contractor and the Brotherhood or the trades.

5. It is the Parties' intent to limit the use of contractors during the term of the Collective Bargaining Agreement in order to provide bargaining unit job security and increased upward job opportunities for bargaining unit employees. Based on economic or operational needs, Nine Mile Point Nuclear Station, LLC shall have the right to utilize outside contractors under the following conditions:

- 1) To perform work not normally performed by bargaining unit employees or described in the job classification for represented employees at the site.
- 2) To perform bargaining unit work, provided that the use of contractors does not result in the loss of straight-time opportunities, layoff or the displacement of bargaining unit employees and after full compliance with Article XVII and good faith discussions with Local 97, which shall include discussions concerning maximizing the use of bargaining unit employees:
 - a) Work may be contracted out after available qualified bargaining unit employees on site are efficiently and effectively utilized.
 - b) For refueling outages, available qualified temporary employees will be utilized prior to outside contractors.
 - c) Whenever practicable, contractors utilized during non-outage periods will be limited in duration to a maximum of six months. In those cases where the Company determines a need to retain contractors in excess of six months, the Company agrees to discuss the reasons with Local 97.

Effective June 1, 1982

6. (a) The Company agrees to payroll deduction for any eligible bargaining unit employee who voluntarily chooses to contribute to COPE (Committee on Political Education) and forward such deduction to the International Brotherhood of Electrical Workers, AFL-CIO, Committee on Political Education. Such deduction will not be taken until an individually signed authorization card is forwarded to the Company. It is understood that the IBEW-COPE will use the money to make political contributions and expenditures in connection with federal, state and local elections and that voluntary contribution is in response to a joint fund-raising effort by the IBEW and the AFL-CIO.

(b) Local Union will reimburse the Company for start up and ongoing costs. The ongoing costs will be reimbursed to the Company June 1 each calendar year. It is further understood that this procedure will not be instituted by the Company unless there is a minimum of 300 participants.

(c) The Brotherhood or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.

Effective June 1, 1986

7. The Company reaffirms its commitment to continue the procedure whereby they will discuss with the appropriate Union Representatives, in advance, any job that must be let to an outside contractor prior to the letting of such contract. This procedure does not apply in those cases where the work is not normally

performed by Company employees nor does it apply in bona fide emergency situations. In addition as part of this procedure, "good faith discussions" will be held with applicable Union Representatives, outlining the work to be performed and the current projections for the existing work force. The intent behind this provision is to provide open and frank discussion with Union Representatives, not mere notification. This procedure will be closely monitored and the Company agrees that any abuses or problems may be referred to the System level for resolution.

8. "Moves and changes" in specific internal telephone system will be performed by Company employees. This provision is to be established as expeditiously as possible.

ARTICLE V

STRIKES AND LOCKOUTS

1. It is agreed that during the life of this agreement the Brotherhood will not authorize a strike or work stoppage and the Company will not engage in a lockout. The Brotherhood further agrees that it will take every reasonable means within its power to induce employees engaged in a strike or work stoppage to return to work, to keep the Company's plants in continuous operation and to prevent damage to the Company's property.

2. In consideration of the foregoing undertaking of the Brotherhood and of the faithful execution thereof, the Company agrees that it will not bring any action or proceeding against the Brotherhood or any of its agents for damages for breach of this agreement on account of any strike action or work stoppage beyond the Brotherhood's control. It is understood that the Company may take such disciplinary action as it may deem necessary, including discharge, with respect to employees participating in a strike or work stoppage.

ARTICLE VI

DEFINITIONS

1. Part-Time Employee

A part-time employee is an employee who customarily works less than thirty-one (31) hours per week.

2. Temporary Employee

A temporary employee is one hired for a specific job of limited duration not exceeding six (6) months, except that this period may be extended by mutual agreement. The Company and the President/ Business Manager of Local Union 97, IBEW or designee will discuss those cases where in the opinion of either the use of a temporary employee continues so long as to indicate that a regular job exists.

3. Probationary Employee

A probationary employee is one hired with a view to filling a regular position, who, before being advanced to the status of a regular employee, must undergo a period of probation of six (6) months' duration during which time the employee's qualifications can be determined.

4. Regular Employee

A regular employee is an employee on the active payroll who is not classed as temporary, probationary or part-time.

5. Day Worker

A day worker is an employee who is normally required to work eight (8) hours per day Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. By mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee, work may start as much as one (1) hour earlier or later. Job titles of day workers are as identified in Schedule A attached hereto and made a part thereof.

6. Shift Worker

A shift worker is an employee working on a job which is operated twenty-four (24) hours per day, seven (7) days per week and who rotates regularly as to the hours of the day and the days of the week. Job titles of shift workers are as identified in Schedule A attached hereto and made a part hereof.

7. Scheduled Worker

A scheduled worker is an employee other than a shift worker or a day worker who works according to a regular schedule of hours at different times of the day and/or on different days of the week as required in the routine conduct of the Company's business, including Saturdays, Sundays, and Holidays. Job titles of scheduled workers are as identified in Schedule A attached hereto and made a part hereof.

8. Scheduled Work

Scheduled work is work performed by an employee during the employee's customary tours of duty specified in advance as to the particular hours of the day and the particular days of the week that such employee is expected to be on duty.

9. Rescheduled Work

Rescheduled work is work performed by an employee after predetermined reassignment of the particular hours of the day and/or particular days of the week that such employee is expected to be on duty, involving no change in total hours of work per tour of duty or total hours of work per week.

10. Overtime Work

(a) Overtime work is work performed under any of the following conditions:

(1) Work in excess of eight (8) hours per day or forty (40) hours per week.

(2) Work performed on an employee's scheduled or rescheduled day of rest.

(3) Time worked during any portion of a regular employee's vacation period which the employee was required to forego to suit the Company's requirements.

(4) Work performed on any day observed as a Company holiday.

(5) Travel time to and from work site in response to an emergency call-out as provided for in Paragraph 15 of this Article VI.

(6) All time worked after the sixty-third (63rd) scheduled and/or rescheduled tour of duty in a thirteen (13) week shift cycle.

(b) In addition to the foregoing provisions of this paragraph 10, when the Company requires an employee to work nine (9) consecutive days (excused absence for which pay is granted will be considered as time worked, and for the purpose of this paragraph only, periods of work of four (4) hours or more on a day when the employee is not scheduled to work, shall be considered as a day of work), none of which is a double time day as defined in Article VI, Paragraph 17, such ninth (9th) consecutive day of work shall be deemed to be an overtime day of work commanding double time pay but notwithstanding any other provision of this agreement, there shall be no requirement on the part of the Company to provide another day of scheduled or rescheduled work in place thereof. In no case can an employee qualify for double time pay on two (2) days in any calendar week, except as provided for in Article VIII, Paragraph 4.

11. Basic Wage Rate

(a) The basic weekly wage rate is the forty (40) hour rate assigned to each regular employee and except for employees who are "plus rated" is determined from the employee's assigned pay group and the applicable Wage Schedule attached hereto and made a part hereof. The basic hourly rate is one-fortieth (1/40th) of the basic weekly rate.

(b) The basic hourly rate of a temporary or probationary employee is the minimum hourly rate shown in the applicable Wage Schedule for the employee's assigned pay group.

12. Average Hourly Rate

The average hourly rate is the basic hourly rate plus the average hourly premium. The average hourly premium is one-fortieth (1/40th) of the total premium earned as a production bonus or for change of schedule without advance notice, for night or Sunday work within the basic forty (40) hour work-week. These premiums (other than standby pay) are not payable on days of absence from work.

13. Company Seniority

Company seniority of a regular employee is the total length of continuous service (including previous uninterrupted service as a temporary or probationary employee) with the Company and any and all predecessor corporations provided any transfers from one such corporation to another were made while such corporations were part of the System.

14. Prearranged Overtime Work

Prearranged overtime work is overtime work of which the employee was notified while at work on a scheduled or rescheduled tour of duty.

15. Call-Out

A call-out is a communication to an employee while off duty directing the employee to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

16. Payroll Week

The payroll week shall be Monday through Sunday. Except as provided for in Paragraph 17(d) of this Article VI, an employee's compensation is determined by the conditions pertaining to each week without regard to any previous or subsequent week. The payday shall be every other Friday.

17. Second Day of Rest

(a) Sunday shall be deemed to be the second day of rest of an employee who is not scheduled to work such Sunday as part of the employee's basic forty (40) hour work-week.

(b) Sunday shall be deemed to be the second day of rest of an employee whose schedule is so changed as to require seven (7) days of scheduled and/or rescheduled work that week.

(c) The last day of the week without scheduled or rescheduled work assignment shall be deemed to be the second day of rest of an employee who is scheduled or rescheduled for work on Sunday of that week as part of the employee's basic forty (40) hour work-week.

(d) The day following eight (8) consecutive days of scheduled and/or rescheduled work under the conditions and limitations of paragraph 10 (b) of this Article VI.

ARTICLE VII

**WORK SCHEDULES AND WAGE PROVISIONS
RELATING THERETO**

1. Except as otherwise provided in the following paragraphs of this Article VII, there shall be maintained a basic work-day of eight (8) hours and a basic work-week of forty (40) hours for all regular and probationary employees. Work in excess of forty (40) hours per week or in excess of eight (8) hours a day will be paid on an overtime basis, except as otherwise provided by Article XXVII or local agreement.

2. Day Workers

(a) The normal work schedule of day workers is as defined in paragraph 5 of Article VI.

(b) A day worker may be rescheduled for a period of not less than three (3) days, as to hours of the day, Monday through Friday, for the repair of major equipment or other work of comparable importance which must be continued on a day and night basis or which cannot be performed during normal hours, when the magnitude of the project is sufficiently great to preclude the possibility of an employee doing it on an overtime basis in addition to the employee's usual daytime work. Night work of less than three (3) days' duration performed by day workers will be on an overtime basis. Day workers will not be rescheduled during storm emergencies.

(c) If a day worker is rescheduled to night work under the preceding clause and the Company does not give the employee forty-eight (48) hours' notice before the employee begins work on the revised schedule, the employee shall be paid for the first rescheduled tour of duty at a rate one and one-half (1-1/2) times the employee's basic hourly rate. Effective November 7, 2001 subsequent tours of such rescheduled night duty shall be paid for at the basic rate plus a one dollar (\$1.00) per hour night premium. If the employee receives forty-eight (48) hours' notice before the starting time of the first rescheduled night tour, there shall be no premium except the one dollar (\$1.00) per hour night premium.

(d) When an employee is returned to their regular daytime schedule with less than forty-eight (48) hours' advance notice, the first eight (8) hour tour of such daytime duty shall be paid for at a rate one and one-half (1-1/2) times the basic hourly rate.

(e) The premiums for night work and for change of schedule without notice are not payable on days of absence from work.

3. Shift Workers

(a) Shift workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such employees. Before posting, such schedules will be discussed with the Brotherhood on a local basis.

(b) If the sequence of duty periods of a shift worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1-1/2) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.

(c) Effective November 7, 2001, except as otherwise provided in the preceding subparagraph (b), each shift worker who works on the second and third shifts Monday through Saturday or the first shift Saturday shall receive a shift premium of one dollar (\$1.00) per hour and each shift worker who works on Sunday shall receive a shift premium of one dollar (\$1.00) per hour. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in a work-week.

4. Scheduled Workers

(a) Scheduled workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such employees. Before posting, such schedules will be discussed with the Brotherhood on a local basis.

(b) If the sequence of duty periods of a scheduled worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1-1/2) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.

(c) Effective November 7, 2001, except as otherwise provided in the preceding subparagraph (b), each scheduled worker who works after 6:00 p.m. or before 7:00 a.m. Sunday through Saturday or between 7:00 a.m. and 6:00 p.m. on Saturday or Sunday shall be paid one dollar (\$1.00) per hour more than their basic hourly rate. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in the employee's work-week.

(d) Outage Work Schedules: The parties agree that during outage periods that are greater than seven (7) calendar days all employees* will become scheduled workers (as defined in Article VI, Paragraph 7 of the Collective Bargaining Agreement. "Scheduled worker - A scheduled worker is an employee other than a shift worker or a day worker who works according to a regular schedule of hours at different times of the day and/or on different days of the week as required in the routine conduct of the Company's business, including Saturdays, Sundays and Holidays)". The parties will meet and discuss how to deploy employees for the outage. The outage period may include one calendar week before the outage and one calendar week after the final breaker closure. During the outage period, a tour of duty may continue into the next calendar day up to but

not beyond 0300 hours. For those employees who are working a 4-10 hour day schedule 0400 hours will be considered the end of the tour of duty.

*Excludes Nuclear Security Officers with the intent that if a Nuclear Security Officer flexes into a plant outage job they will be treated as a scheduled worker regardless of their classification.

5. Notwithstanding the provisions of Paragraph (1) of this Article VII:

(a) Excused absence, including sickness, with pay or idle holiday pay does not disqualify such workers for the shift or schedule premium for hours actually worked.

(b) Straight time will not be paid concurrently on any day or portion thereof for which a premium is paid in accordance with Paragraph 4(a), (b) and (c) of Article VIII of this agreement.

6. Premiums Not Pyramided

Night and Sunday premiums provided for in this Article VII shall not be paid concurrently with any other premium payable on the same day.

7. N.R.C. License

(a) Employees who have an N.R.C. license and are assigned to a nuclear-fueled station in a position for which the Company requires such a license will have their basic hourly rate, as determined in accordance with the provisions of Section 11 of Article VI, increased by fifteen percent (15%) per hour.

(b) The Company will provide an annual lump sum payment of \$1,000 to employees who requalify for an N.R.C. license. This amount shall be increased by \$500 for employees who requalify without remediation. These payments will not be benefit sensitive.

ARTICLE VIII

OVERTIME COMPENSATION

1. Overtime compensation shall not be paid when an employee fails to report for overtime duty.

2. (a) Except as otherwise provided for in Paragraphs 3 and 4 of this Article VIII, the overtime rate shall be one and one-half (1-1/2) times the employee's average hourly rate as defined in Article VI, paragraph 12.

(b) Overtime opportunities within required job classifications and appropriate work groups will be shared equally as far as practicable.

3. When an employee is called upon to work and does work on the employee's second day of rest as defined in Article VI, Paragraph 17, or on a day deemed to be a double time day as provided for in Article VI, Paragraph 10 (b), or in Paragraphs 4(b) and (c) of this Article, and the employee suffered no reduction in basic pay by reason of unexcused or disciplinary absence that calendar week, the employee shall be paid at twice their basic rate as defined in Article VI, Paragraph 11. If the employee's overtime work then continues without interruption into the next calendar day, the double time rate will apply to the employee's uninterrupted working time until their regularly scheduled tour of duty begins.

4. (a) When an employee is required to work during a period for which rest time would normally be granted in accordance with Article IX, Paragraph 13, of the Agreement, the employee shall be paid at one and one-half (1-1/2) times their basic rate. On holidays, first and second days of rest and other days not scheduled to work, employees will be replaced if the job extends more than two (2) hours into what would be the employee's normal rest period, provided replacements are reasonably available.

(b) Notwithstanding the provisions of 4(a) above, an employee who is required to work more than sixteen (16) consecutive hours, shall be paid at the double time rate for those hours worked in excess of sixteen (16) consecutive hours. When an employee is called back to work one and one-half (1-1/2) hours or less and reports to the normal work headquarters within one and one-half (1-1/2) hours or less after working to the end of their regular scheduled workday or extension thereof, the Company will bridge this time without pay for the administration of this paragraph only.

(c) Notwithstanding the provisions of 4(a) above, an employee recalled after less than eight (8) hours of time off, following sixteen (16) or more consecutive hours of work, shall be paid at the double time rate for the hours worked until the employee is granted eight (8) consecutive hours of time off.

5. When an employee is required to report for prearranged overtime work and the duration of such work is less than four (4) hours, the employee shall be entitled to four (4) hours' pay at the applicable overtime rate. The minimum allowance for time worked shall not apply to a period of overtime work immediately preceding or following a scheduled tour of duty. Such compensation shall be allowed in the event the prearranged overtime work is canceled upon less than twelve (12) hours' advance notice.

6. When an employee is called out under the provisions of Article VI, Paragraph 15, the employee shall be allowed round trip travel time of eighty (80) minutes at the applicable overtime rate as time worked in addition to compensation at the same overtime rate for all work actually performed at the work site, but no minimum allowance is applicable to such work performed at the work site.

7. When more than eight (8) hours of work is required by the Company on back to back tours of duty on two (2) consecutive calendar days as a part of an employee's basic forty (40) hour work week, any work beyond eight (8) hours will be paid at time and one-half the basic hourly rate where no other overtime rate applies.

ARTICLE IX

COMPENSATION FOR SCHEDULED TIME NOT WORKED

1. For time lost because of occupational or non-occupational disability in accordance with the following schedule:

(a) Employees in Regular status on December 31, 1990 shall receive normal earnings for each scheduled straight-time day of work lost during the first seven (7) days of such disability.

(b) Employees in Regular status on occupational disability shall receive normal earnings for each scheduled straight-time day of work lost during the first seven (7) days of such disability.

2. When sickness extends beyond seven (7) days, regular employees eligible to receive non-occupational health and accident benefits under the Company's Group Insurance Benefit Plan shall receive during such insurance benefit periods supplementary compensation from the Company in accordance with the schedule in paragraph 8, of this Article IX.

Such supplementary payments from the Company will be in amounts/reduced amounts based on forty (40) hours of straight time pay for each full week of such sickness and shall receive prorated benefits for partial weeks.

3. Whenever a regular employee becomes disabled by reason of injury arising out of and in the course of their employment with the Company, compensable under the Workers' Compensation Law, the Company will pay their normal forty (40) hour weekly wage for the first week of absence due to such cause or causes, and if the employee later becomes entitled under said Law to disability benefits for such first week, the Company shall have the right to deduct an amount equal to such benefits from their wages or from supplementary payments. Additionally, whenever absence because of such occupational disability and/or recurrence thereof extends beyond the first week, the Company will pay such Regular employee the difference between their normal forty (40) hour weekly wage and the Workers' Compensation disability benefits to which they are entitled under said Law for the combined period of absence not to exceed twenty-six (26) weeks because of such disability and recurrence thereof, if any, exclusive of the first week of initial disability.

4. Whenever absence because of such non-occupational, disability and/or recurrence thereof extends beyond the first week, the Company will pay such regular employee the difference between their normal forty (40) hour weekly wage and the disability benefits to which they are entitled under said Law for the combined period of absence not to exceed twenty-six (26) weeks because of such disability and recurrence thereof, if any, exclusive of the first week of initial disability.

5. Absences due to recurrences of occupational or non-occupational disability, for the same or related cause, if separated by three (3) months active employment will entitle the employee to additional benefit periods of not to exceed twenty-six (26) weeks for each recurrence. The Company shall be the sole judge as to whether disabilities are for the same or related cause and shall have the right to defer or deny such benefits where, in its opinion, the payment of such benefits or any portion thereof would be prejudicial to its rights under any statute providing similar or concurrent benefits for the same disability. Payments herein provided for shall be prorated when absence is for partial weeks.

6. If a regular employee suffers disability or sickness of more than seven (7) days' duration, all or any portion of which lies within the employee's vacation period, the employee shall be eligible to receive the disability benefits herein provided for on the same basis as if the employee had been scheduled to work forty (40) hours Monday through Friday during such vacation period. The Company reserves the right to reschedule the vacation or any part thereof.

7. Employees collecting such group insurance or Workers' Compensation benefits shall receive holiday pay on the same basis as other employees.

8. Effective January 1, 2002, the short-term disability (non-occupational) benefit is revised to remove the current three-day period of unpaid leave for eligible full-time employees with less than three years service. Additionally, pay for sick days during the first week of a disability will be reduced to 80% after a total of 40 hours in a calendar year, and pay for longer term absences due to disability will be adjusted, effective January 1, 2002, as noted in the table to the right:

Short Term, Non-Occupational Disability Benefits

Years of Service	Code 30 Days Per Calendar Year	Code 50 Days (current administration)
0-5	100% pay for first 40 hours. 80% pay for any additional hours.	100% pay for 10 weeks. 80% pay for 16 weeks.
6-10	100% pay for first 40 hours. 80% pay for any additional hours.	100% pay for 13 weeks. 80% pay for 13 weeks.
11-20	100% pay for first 40 hours. 80% pay for any additional hours.	100% pay for 20 weeks. 80% pay for 6 weeks.
21 & Up	100% pay for first 40 hours. 80% pay for any additional hours.	100% pay for 26 weeks.

9. Eligible employees who do not use 40 hours of sick code paid at 100% in a calendar year will be eligible to carry over their unused hours into the following year. Eligible employees will be allowed to carry forward up to 120 unused sick hours, accumulated in prior years. The total number of unused sick hours payable at 100% shall not exceed 160 hours in any year. Unused sick hours will not be subject to payment or cashout when eligible employees separate from service.

10. In the event of death in the employee's immediate family, such employee will be granted up to three (3) days excused absence with pay.

11. In the event of death of the employee's grandparent, such employee will be granted up to one (1) day excused absence with pay. Effective January 1, 2002, employees will also be granted up to one (1) day of excused absence with pay in the event of the death of a brother-in-law, a sister-in-law or eligible members of the immediate household.

12. Whenever the Company holds joint conferences with the Brotherhood, the employees designated by the Brotherhood as its official representatives, in numbers deemed necessary to transact the business, will be excused from duty, and will receive straight-time pay (not to exceed eight (8) hours per day) for time lost because of such scheduled meeting provided such time is within the first forty (40) hours of work that week.

13. When, after extended periods of overtime work, it is possible to grant employees time off for required rest, such rest periods shall not result in loss to regular or probationary employees of wages which would have resulted from previously scheduled work included in their basic forty (40) hour week. The following method is included herein as a rule with respect to rest after extended overtime work not prearranged:

(a) When, after an extended period of overtime work, the employee is permitted to cease work at least eight (8) hours before their next regular tour of duty, the employee shall report for work as scheduled;

(b) When, after an extended period of overtime work, the employee is permitted to cease work less than eight (8) hours before their next regular tour of duty, no regular work will be required for a minimum of eight (8) hours provided, however, that no employee shall be required to report for their next regular tour of duty if such eight (8) hour minimum rest period ends within four (4) hours of normal quitting time for their regular scheduled work on that day.

14. Required attendance at meetings pertaining to Company activities, such as first-aid and safety meetings, shall be held on Company time.

Effective June 1, 1984

15. The Brotherhood agreed to monitor the number of bargaining unit employees in attendance at meetings with the Company at the System, Division and Committee levels. Specific numbers at grievance hearings and travel limitations were agreed upon.

ARTICLE X

**ALLOWANCE FOR MEALS, LODGING
AND TRANSPORTATION**

1. An employee shall not be required to make their own arrangements for more than one (1) meal during any tour of duty.

2. The Company shall furnish a meal stipend of \$15.00 under the following conditions:

(a)

Situation	Hours	Stipend
<u>For overtime hours worked before a scheduled or rescheduled tour of duty begins</u>	<u>2 hours or more</u>	<u>\$15.00</u>
<u>For overtime hours worked beyond a scheduled or rescheduled tour of duty</u>	<u>2.5 hours or more</u>	<u>\$15.00</u>
<u>For 1st and 2nd days of rest and Holidays</u>	<u>5 hours or more</u>	<u>\$15.00</u>
<u>Subsequent additional overtime at 5 hour intervals will earn an additional \$15 stipend.</u>		

(b) When the employee is called out for overtime work and the work extends beyond the customary mealtime. (in such cases, midnight shall be considered as a customary mealtime for day workers when required to work at night provided the anticipated period of work is '5' hours or more.)

3. The paid hour to eat an overtime meal is eliminated.

4. On any day that an employee starts from and returns to their normal operating headquarters, the employee shall be governed by the foregoing provisions of this Article X with respect to meal allowances.

5. Transportation will be furnished on Company time to and from the work site whenever employees are required to engage in work outside their customarily assigned area but within commuting distance of normal headquarters or such employees will be reimbursed for travel time and expense on a mileage basis in accordance with Article X, Paragraph 8 based on the shortest route at speeds within the posted limits.

6. When employees are required by the Company to establish temporary residence outside their customarily assigned area, the Company will:

(a) Provide transportation on Company time or pay compensation in lieu thereof as provided in Paragraph 5 of this Article X for each such assignment or one (1) round trip per week if the assignment continues for two (2) or more successive weeks or portions thereof, and

(b) Reimburse employees for all reasonable expenses for meals and lodging during such assignments.

7. (a) When groups of employees are required by the Company to establish temporary residence outside their customarily assigned area, upon mutual agreement between the Brotherhood and the Company, the Company will discharge its obligation under Paragraph 6, Section (b) of this Article X by granting a per diem allowance in lieu of such reasonable living expenses, which allowance shall be based upon the actual expenses reasonably expected to be incurred by such employees, having regard to the facilities and accommodation that may be available at the place of temporary residence, to reasonably preserve and maintain the usual and normal living standards of the employees.

(b) In all such cases the amount of the per diem allowance is to be determined by and between the appropriate representatives of the Brotherhood and the appropriate representatives of the Company in the area or location where the normal headquarters of the employee is located and shall apply to all employees in such group.

(c) It is understood that no such allowance shall be payable for days or partial days of absence from the temporary work headquarters.

8. Whenever employees are required to use their personal automobile in the conduct of the Company's business, they shall be reimbursed for such use based on Internal Revenue Service announcements and such adjustments will become effective on the 26th day of the month following the month of such announcement.

ARTICLE XI

PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFFS & REHIRING

1. Company seniority as defined in Article VI, Paragraph 13, shall be applied to all layoff provisions.

2. The Company shall discuss in advance with the President/Business Manager of Local Union 97, IBEW or designee personnel changes which involve promotions, demotions, transfers, discharges, layoffs, and rehiring of employees represented by the Brotherhood. Any other changes made by the Company without discussion with the President/Business Manager of Local Union 97, IBEW or designee shall not be considered final until so discussed. The immediate supervisor shall advise the shop steward promptly of all job awards and other changes affecting employees in the department.

3. Seniority Status

Seniority, for the purpose of promotions, demotion, transfer, layoff and reemployment shall be in accordance with Article VI, Paragraph 13 except for those non-bargaining unit employees who enter bargaining unit jobs. In those cases, the employee's seniority starts from zero commencing with the date of

physical possession of the bargaining unit position. This section shall not restrict the rights of employees under Article XI, Paragraph 9b.

4. Posting and Bidding

Whenever a vacancy occurs or a new position is created within the unit covered by this agreement, the employee to fill the vacancy or new position shall be determined as follows:

a. The Company shall post the Notice of Vacancy on bulletin boards throughout Nine Mile Point Nuclear Station. After a job is posted, it will not be withdrawn or canceled unless mutually agreed to by the President/Business Manager of Local Union 97, IBEW or designee. This notice will contain the following information:

Job Classification Title	Date of Posting
Duties and Requirements	Closing Date for Bids
Qualifications	Name of Supervisor
Work Schedule	

b. The President/Business Manager of Local Union 97, IBEW or designee shall be supplied promptly with a copy of the Vacancy Posting.

c. Employees desiring to be considered for the vacancy will make signed application within the seven calendar day period provided on the Vacancy Posting. This application shall set forth their qualifications and shall be made on a form provided by the Company or on standard, letter-sized paper showing the specific vacancy for which the bid is made; name, present title, status, and the bidder's Company seniority date. This application is to be submitted to the Human Resources Department as noted on the bid.

d. (1) Employees who do not make application within the specified period shall have no right to consideration for the job, but the supervisor or the union representative may submit a bid for an employee who is absent because of vacation, temporary disability or leave of absence.

(2) The Company shall interview and award all jobs within three (3) calendar weeks after the closing date of bids.

e. A vacancy may be filled without post and bid by mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

f. Employees not on regular status are not eligible bidders, but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such employees, whether or not there are regular bidders.

g. Unless modified by mutual agreement, job vacancy awards will be made on the basis of:

*(1) Company seniority as defined in Section 1 of this Article with qualifications.

(2) Physical fitness for the job.

(3) Certain job classifications will require the successful completion of pre-entrance testing which has been mandated, agreed on, or may be applied per Appendix A, Paragraph 5.

*Note – Where Company seniority dates are equal, Company seniority shall be determined as follows:

(4) The most senior application date for employment (and if equal or unavailable);

(5) The use of the employee's Social Security number in reverse order, one digit at a time until the tie is broken. The higher number shall be considered the most senior.

h. In case there are no bidders, the Company will discuss the filling of the vacancy with the President/Business Manager of Local Union 97, IBEW or designee before hiring a new employee.

i. When an employee is awarded a job under this procedure, the transfer to the new job will be effected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The rate for the new job and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.

j. If, after promotion, a regular employee is found within six (6) months to be unsuited for the duties of the new position, the employee shall be returned to their former job unless otherwise mutually agreed upon, and in any event, without loss of seniority.

k. After an employee leaves a job within the bargaining unit, the job will be posted or, if the position is not to be filled, the Company will so notify the President/Business Manager of Local Union 97, IBEW or designee in writing, giving the reason for its decision.

l. In unusual instances where a Temporary Job (not a Temporary Employee) becomes a regular job within the unit, the new Regular Job so created must be posted and filled in the usual manner.

m. Employees outside the bargaining unit shall not be afforded bargaining unit rights under this Article.

n. When a vacancy occurs or a new job is created outside of the bargaining unit but within the top rate of pay within the bargaining unit, the Company agrees to give notice of existence of such vacancy to the Brotherhood and its members by making a bulletin board announcement in accordance with the posting practices at Nine Mile Point Nuclear Station. During such period employees shall have the right to submit applications for the vacancy. Any such newly-titled job will be discussed with the President/ Business Manager of Local Union 97, IBEW or designee prior to bulletin board announcement.

o. The starting job in a progression series will be the one posted. Employees qualified for a higher grade may receive the award to which they are otherwise entitled in whatever grade they are qualified for, up to but not beyond the highest grade to which the progression applies. Exceptions to this rule may occur in new positions which the Company specifically desires to fill in the new starting grade. They will be so marked on the posting. In addition, vacancies may be posted above the starting position by mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

Effective June 1, 1993

p. The parties agreed that in those Operator positions where the Plant Operator Selection System (POSS) is required as part of the qualifications for entry into the series, such Selection System will be provided to employees no more than three (3) times and the survey will not be given until at least a six (6) month interval has taken place. The POSS testing process is as provided in the Settlement Agreement dated June 30, 1992.

5. Demotions and Layoffs

a. The Company shall determine whether a reduction in the work force is necessary. Unless otherwise provided herein, the selection of the employees affected by a reduction in the workforce shall be in the inverse order of their Company seniority.

b. In the event layoffs occur after 12/31/2007, the Company will allow employees to volunteer to accept a separation allowance in an amount provided for in the Disability Retirement and Separation Allowance Plan and payable as therein provided. The acceptance of a separation allowance shall be in lieu of any and all rights and interest of any kind such employee might have by reason of their employment with, Nine Mile Point Nuclear Station, LLC except as may be specifically provided by law or as provided under Company benefit plans in effect at the time of the employee's separation. Further, in the event layoffs occur after 12/31/2007, the Company will consider possible enhancements to the existing Separation Allowance Plan. Employees who accept a separation allowance under this provision will retain rehire rights, unless enrolled in retiree medical.

c. Regular employees whose jobs are eliminated in 2006 as a result of the reduction in force connected to the Staffing Study and whose jobs are eliminated in 2007 after having been placed into the Capital Projects Pool will be eligible to participate in the Constellation Energy Group, Inc. Severance Plan, under the terms and conditions stated therein at the time of separation. The aforementioned employees may, at their discretion, elect to accept a separation allowance in the amount provided for in the Disability Retirement and Separation Allowance Plan in lieu of participating in the CEG Severance Plan. Employees electing to take a Separation Allowance will retain their re-hire rights, unless enrolled in retiree medical.

The terms and conditions of the CEG Severance Plan are set out in the Plan documents. CEG reserves the right to amend the Plan from time to time. Nothing contained in the Plan creates a vested right, and any inconsistencies between this Agreement and the Plan shall be governed by the Plan terms.

d. The Company in its sole discretion shall have the right to dismiss part-time with less than one (1) year continuous service, temporary and probationary employees without regard to the other provisions of this agreement.

(1) The President/Business Manager of Local Union 97, IBEW or designee will be promptly informed of the circumstances regarding the termination of a probationary or temporary employee.

(2) The President/Business Manager of Local Union 97, IBEW or designee will be allowed to participate in a derogatory evaluation of Temporary and Probationary employees. The Company will furnish the President/Business Manager of Local Union 97, IBEW or designee with copies of all temporary/probationary evaluations.

e. While this agreement is in effect no regular employee hired prior to 11/07/01 that has ten (10) or more years of continuous service shall be laid off prior to completion of the following process:

- 1.) A Company/Union review of the employee's qualifications suitable for placement or assignment to a position held by a junior employee with the Company preserving its right to the final determination of qualifications and placements. Once qualifications have been determined, an affected employee may then displace a junior employee in the following manner:

- In any classification in which the employee is qualified for or,
- In the following classifications up to the agreed stated percentages being utilized, considering existing qualifications and a timely manner to become qualified; (i.e.)
 - 100% Janitors, Utility Technicians,
 - Up to 13% (no more than four (4) per crew) Security Officers, 25% Material Handlers,
 - 10% (with departments of less than ten (10) people the minimum will be one (1)) – I&C, Electrical, Operations, Mechanical, Radiation Protection, Computer, Administrative Specialists, Engineering, Chemistry, Maintenance Planners, or
- A pool of available positions to support Capital Projects (25 employees until 12/31/07, with no guarantee on the number of employees in the pool thereafter).

The intent of this process is to achieve, to the extent practicable, a “last-in-first-out” result when the need for a lay off arises.

2.) Employees obtaining a position through this placement process shall maintain their current rate of pay.

3.) Employees unable to obtain a position through this placement process as described above will be laid off and eligible to be placed on the rehire list.

4.) While this agreement is effective, no regular employee hired after 11/7/01 shall be eligible for the rights and privileges provided under Article XI, Section 5.e.

f. Upon first becoming eligible for the benefits of this clause, and then only, an affected employee may elect to accept a separation allowance in lieu of the benefits provided for in this clause, in an amount provided for in the Disability Retirement and Separation Allowance Plan and payable as therein provided.

g. Except as provided for in e3 above of this section 5, the acceptance of a separation allowance shall be in lieu of any and all rights and interest of any kind such employee might have by reason of their employment with, Nine Mile Point Nuclear Station, LLC except as may be specifically provided by law or as provided under Company benefit plans in effect at the time of the employee's separation.

h. Employees with less than ten (10) years seniority or any regular employee hired after 11/7/01 whose specific jobs are abolished, who are bumped from their positions, or displaced by the Company for the purpose of placing employees in accordance with paragraph 5.e above will be afforded the following options:

(1) Employees may bump back to their last prior regular job classification in which they held the position if they are senior to the incumbent. If the incumbent is senior in this position, employees may then look back to their next to last previous regular job and so on until they are able to bump a junior employee. (Employees are required to displace the first junior employee they are able to bump) or;

(2) Employees may bump a junior employee in a regular position in their own present job classification at Nine Mile Point Nuclear Station.

(3) Under the provisions of Paragraphs 5.h.1 and 5.h.2 of this section, employees may bump junior employees holding higher rated jobs in a progression series but shall enter the series at the level which they last held in that series.

i. (1) Employees who are unable to place themselves through the bumping procedure above will be assigned by the Company on a seniority basis to the positions occupied by junior employees for which they meet the job qualifications, including the starting level of a progression series. To the extent practicable, the Company will recognize seniority when making placements with the intent of minimizing any reduction in pay and location changes. Employees will not be assigned to a position that results in an immediate pay increase but may be assigned to a progression series that ultimately results in a higher pay level.

(2) Employees unable to obtain a position either through the bumping or placement process will be eligible to be placed on the rehire list.

(3) At the completion of the bump and placement process, the number of employees in excess of the number needed for the operation of the Company shall be laid off.

j. Any employee who is demoted three (3) or more pay groups may elect to take a separation allowance rather than accept demotion under these provisions to a lower grade of work. If the employee accepts the separation allowance, it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the employee is demoted. An employee who elects to take a separation allowance in lieu of a demotion to another job at Nine Mile Point Nuclear Station will not be on the preferential rehiring list, and if subsequently rehired, will be hired as a new employee.

k. A regular employee who has been demoted to work of the same grade or of a lower grade shall have preferential seniority rights within the local union over other employees for the job from which the employee was demoted or for a lower job in that series of jobs until the original vacancy becomes available without surrendering the original preferential seniority rights. Such transcending seniority rights shall also apply to employees assigned positions under the provisions of Article XI, Paragraph 5.e.1 including employees who reach their former rate. Such transcending seniority rights shall not accrue to employees who subsequently bid other jobs, who are returned to their former jobs after temporary promotion, or are demoted after unsuccessful trial in a higher rated job, nor to employees who are demoted at their own request. This preferential consideration does not transcend the seniority rights of employees who have returned to their former jobs after having been on leave of absence for military service.

6. Transfers

Unless modified by mutual agreement, when it becomes necessary for the Company to transfer an employee or employees from one locality or plant to another or to newly-built facilities without expanding the work force, the Company shall offer the transfer to qualified employees needed in descending order of their seniority. In the event that the vacancies are not filled by the aforementioned procedure, the Company shall fill said vacancies with the least senior employees in the department affected.

7. Rehiring

a. Former regular employees who have been laid off shall for a period of five (5) years from their original layoff date, be considered for reemployment in accordance with their company seniority as of the layoff date. Regular employees, who have been laid off, will be given preference before any new applicants are considered for a new job. If the layoff period does not exceed five (5) years, the employee's seniority status, upon reemployment for the purpose of their contract rights only (not pension rights) shall be deemed to be the same as if their employment had not been interrupted.

b. Former temporary and probationary employees, if rehired, will be considered as new employees.

c. When a former regular employee is offered employment of substantially the same type and grade of work in a regular position as that performed by the employee prior to layoff and the employee does not accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

d. When a former regular employee accepts reemployment, the Company may require a physical examination looking to such reemployment, and if the employee appears to be in substantially the same physical condition as when the employee last left the employ of the Company, and the employee is physically able to perform the duties of the position being filled, there will be no bar to reemployment upon physical grounds.

e. When a regular employee is granted two or more successive leaves of absence, totaling a continuous period of six months or more, that portion of the leave of absence extending beyond six months shall be deducted in computing length of service, unless the leaves of absence were granted because of the personal disability of the employee or their military service.

f. For purposes of managing the rehire list, the Company will provide Local 97 with a job requisition outlining title, qualifications, pay, schedule and reporting date. It is agreed that Local 97 will manage the rehire list with regard to communicating job opportunities (including title, pay and schedule), assessing qualifications and availability of interested rehires and coordinating in-processing schedule in a timely manner to fulfill manpower needs established by the Company. The Company reserves the right to determine qualifications in selecting candidates for open positions.

8. Upgrading

a. Regardless of the provisions of paragraphs 8.b.- 8.h. below, jobs involving a progression series or the completion of a qualification book are ineligible for upgrading as outlined in the job specifications.

b. When an employee is assigned for one (1) or more days or for an overtime period to a higher grade of work than that specified by their regular classification, their wage rate will be adjusted to suit the conditions for the period of such work. The wage rate applicable to a temporary assignment shall be on the same basis as if the assignment were regular. The upgraded rate will apply on holidays that occur within the upgraded period. The upgraded rate will also apply during vacations that occur within the upgraded period provided that the employee is upgraded for a minimum of five (5) days within the week immediately preceding the vacation and is upgraded for a minimum period of five (5) days within the week immediately following the vacation. If the upgrading during these two (2) five-day periods is to different pay groups, the vacation pay will be computed at that upgraded rate which is closest to the employee's regular classification rate. Upon completion of the assignment or upon evidence of inability to perform such assignment, the employee shall be restored to their former position and wage rate.

c. If an employee is upgraded four (4) hours or more in a single day, the employee will be paid eight (8) hours at the upgraded rate. During a specific calendar week, where an employee has accumulated four (4) hours or more of upgrading, the employee will be granted eight (8) hours pay at the upgraded rate during that week.

d. Upgradings shall be accumulated for each individual. When one hundred thirty (130) days of such upgrading have been accumulated, the employee shall thereafter be entitled to the second step of the appropriate pay group in subsequent upgradings. In accumulating the one hundred thirty (130) days, overtime periods of eight (8) or more consecutive hours shall be counted as one day of upgrading. Upgradings to a rate higher than that for the pay group being considered shall be counted.

e. An employee may, if necessary, be upgraded for three (3) days or less because of an emergency or other urgent situation without regard to the promotion provisions of this agreement. Except as otherwise determined by mutual agreement, if such upgrading is for more than three (3) days, the promotion provisions, except posting, shall apply.

f. Experience gained during upgradings shall not be considered for regular promotion to a higher rated job but after promotion to such job it shall be credited toward the time requirements in the higher job, both for the second step and for later promotions to other jobs in the series.

g. Whenever a Technical, Office and Clerical employee is temporarily assigned to perform some of, but not all of, the duties of a higher paid job, their rate of pay will be adjusted for the duration of such work. If the difference in pay is less than four (4) pay groups, the employee shall be paid the rate for the higher paid job as shown in Schedule A. If the difference in pay is four (4) pay groups or more, the increase in pay shall be determined by mutual agreement between the parties at the local level. This provision shall not apply in those cases where an employee's job specification indicates the requirement to direct the activities of other employees during the absence of a supervisor or other higher rated employee.

h. (1) Considering existing procedures, when temporary upgrading of a bargaining unit employee to a management position is required, the applicable seniority list of qualified personnel will be utilized to obtain a volunteer. If there is no acceptance, the junior qualified person will be drafted for a period not to exceed 3 weeks, unless otherwise mutually agreed upon by the appropriate parties. At the end of the three-week period, the process and draft as stated in this Paragraph shall be repeated as often as necessary for the duration of the temporary upgrading. Individuals not qualified will be so informed and required to correct their deficiencies prior to being temporarily upgraded to a management position.

(2) While the represented employee is upgraded to management, the employee will only be performing management work and, in addition, the open position will not be replaced or filled by an additional contractor.

(3) By mutual agreement, a voluntary supervisory training program may be established within a specific work group to enhance in-house upward mobility. The duration of this training program will not exceed the mutually agreed upon time frame within a calendar year.

9. Reemployment

a. Employees on sick leave, retired and receiving disability payments or receiving workers' compensated benefits shall have the right to be reemployed into their former position upon providing proper medical documentation satisfactory to the Company that they are physically qualified. An adjusted seniority date for all purposes will be established offsetting the actual days on Disability Retirement. Employees physically unable to perform their former position will be considered prior to an outside hire to fill vacancies

where the duties and responsibilities are within their capabilities documented by proper medical documentation acceptable to the Company.

b. This article is subject to such modifications as may be required to avoid infringement on the reemployment rights of military personnel upon termination of military leave of absence.

10. Training

a. Whenever bargaining unit employees are required to work or receive training in another area outside of Nine Mile Point Nuclear Station, prompt notification will be made to the President/Business Manager of Local Union 97, IBEW or designee.

b. Certain understandings regarding safety, training, resolution of problems, etc. were reached regarding the operation and programming of computers and video display terminals.

Effective June 1, 1990

c. Employees required to obtain Federal Drivers' Licenses mandated by the Federal Department of Transportation will be reimbursed by the Company for the initial costs of the written test, the road test and the license. Company training will be provided during work hours.

11. Organization Charts

Where available, the Company will furnish Local Union 97, IBEW a detailed organization chart on a periodic basis.

12. Decommissioning

In accordance with the planning obligation required by the Nuclear Regulatory Commission, which must occur prior to any decommissioning, Nine Mile Point Nuclear Station, LLC and IBEW Local 97 will meet and conduct good faith discussions concerning the use of bargaining unit employees to perform any required work under the decommissioning plan. In the event the operating license of Nine Mile Point Unit 1 or Nine Mile Point Unit 2 is discontinued or not extended, Nine Mile Point Nuclear Station, LLC and IBEW Local 97 agree to discuss a voluntary severance plan and/or possible enhancements to the existing separation plans.

13. Stewards

No steward will be recognized by the Company until the Manager of Labor Relations has been notified in writing of their appointment by the Local Union.

ARTICLE XII

VACATIONS

1. Employees are provided vacation benefits for a calendar year based on their Company service that is expected to be accumulated by December 31st of that calendar year. Employees will accrue vacation time prospectively throughout the year, in equal amounts for each day they are an active employee, based on years of service. The maximum vacation benefits may be used, subject to supervisory approval, in advance of accruing the benefits, with the exception of employees on medical, FMLA, or personal leave. Employees on medical, FMLA, and personal leave will continue to accrue vacation benefits. If benefits used exceed accrued benefits at the time of exit, the excess benefits used will be recovered from final pay or other disbursements.

2. All regular employees with one year or less as of December 31st shall accrue 2 weeks, prorated for the time worked at NMP, of vacation in that year.

3. All regular employees who will have completed one (1) year or more of continuous service on December 31st of the current year shall accrue two (2) weeks' vacation allotment during the current year for which eighty (80) hours' vacation pay at the basic rate will be allowed.

4. All regular employees who will have completed six (6) years of continuous service on or before December 31st of the current year shall accrue three (3) weeks' vacation allotment during the current year for which one hundred twenty (120) hours' vacation pay at the regular basic rate will be allowed.

5. All regular employees who will have completed fourteen (14) years or more of continuous service on or before December 31st of the current year shall accrue four (4) weeks' vacation allotment during the current year for which one hundred sixty (160) hours' vacation pay at the regular basic rate will be allowed.

6. All regular employees who will have completed twenty two (22) years or more of continuous service on or before December 31st of the current year shall accrue five (5) weeks vacation allotment during the current year for which two hundred (200) hours' vacation pay at the regular basic rate will be allowed.

7. All regular employees who will have completed thirty (30) years or more of continuous service on or before December 31st of the current year shall accrue six (6) weeks' vacation allotment during the current year for which two hundred forty (240) hours' vacation pay at the regular basic rate will be allowed.

8. Vacations will, so far as practicable, be granted at the time most desired by employees, but in order to insure orderly operations the final right to allotment of vacations and the final right to require employees to work in lieu of vacations is exclusively reserved to the Company.

9. Except as otherwise provided in this Article XII, Company seniority shall prevail in the allotment of vacations.

10. When a day observed as a holiday falls within the vacation period, an extra vacation day will be taken.

11. Employees may carry over up to 40 hours of vacation in any year. Carry over vacation may be taken in single hour increments and will not have preference over current year vacation selection. Carryover vacation of a full week (including weeks having three scheduled holidays excluding floating holidays) will have preference over scheduling current year's vacation. Carry over vacation must be used by the Sunday immediately prior to Memorial Day.

12. Vacations are not cumulative except as otherwise provided for in paragraph 11 of this Article XII. Regular employees who are required to forego any portion of their vacation period shall receive, in addition to the vacation pay allowance, compensation at the overtime rate for all such vacation time actually worked.

13. In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the calendar year. When vacations are scheduled on a calendar week basis, such vacation will run from midnight Sunday to Sunday. If prolonged disability occurs prior to an employee's vacation and makes it impossible for the employee to take such vacation that year, the employee shall be allowed their normal vacation pay without curtailment of concurrent Group Insurance Plan benefits, workers' compensation benefits or disability pay supplement. Additionally, five (5) days of previous year's vacation may be carried over, at the option of the

Company, up to and including the Sunday immediately prior to Memorial Day of the following year as provided in paragraph 11 of this Article XII. If prolonged disability continues the preceding provisions are applicable, up to and including the Sunday immediately prior to Memorial Day.

14. If death occurs in an employee's immediate family or death of the employee's grandparent occurs during the vacation, such vacation time shall not be considered and these days shall be rescheduled at the request of the employee whenever practicable within the calendar year.

15. Subject to the limitations of Paragraph 12 of this Article XII, any period of time during which an employee was on military leave of absence will be considered as time worked in determining their eligibility for a paid vacation during the calendar year in which they return to active employment with the Company and during the calendar year following.

16. Whenever a regular employee voluntarily resigns, enters military service, is laid off because of lack of work, is discharged, or is retired, the employee shall be entitled to payment for unused carryover and any unused, earned portion of the current year's vacation allotment. If an employee has taken more vacation time than earned as of the last day of employment, the employee will be required to repay the value of the unearned vacation. If the employee leaves the employ of the Company for any of the above-mentioned reasons during a year in which their vacation entitlement changes in accordance with the provisions of Paragraph 3, 4, 5, 6, or 7 of this Article XII, the employee shall be entitled to the additional one week of vacation allotment, or pay at the basic rate in lieu thereof.

17. If an employee retires in 2006 through 2013 he/she will be paid for any unused carryover and any unused portion of the entire current year's allotment, even if it has not been earned as of the date of retirement.

18. If an active employee dies in 2006 or beyond, their beneficiaries will be paid for all of the deceased employee's unused carryover vacation and unused vacation earned in the year of the employee's death. If the employee had taken more vacation than had been earned prior to their death, repayment of the unearned vacation will not be required.

19. If an employee is placed on long-term disability or displaced from the Company due to job elimination in 2006, that employee will be paid for any unused carryover and any unused portion of the entire current year's allotment, even if it had not been earned.

ARTICLE XIII

HOLIDAYS

1. The following holidays shall be observed:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	**Day Before Christmas Day
Labor Day	Christmas Day
Veterans Day	*Floating Holiday <u>(4)</u>

*Selection of such Floating Holiday is subject to the same terms and conditions as in Article XII, Paragraph 8, and that employees must select such Floating Holiday at the time they make their vacation selection and that the day selected will be a scheduled day of work. Probationary and Temporary employees are not eligible for Floating Holidays. Regular employees hired on or after June 1, 1986, must have completed

one (1) year of continuous service on December 31st of the previous year to be eligible for the Floating Holidays in the current year.

**The Day before Christmas Day will be observed as a full holiday except when Christmas falls on a Saturday, Sunday or Monday. In those calendar years when such occurrence takes place, an additional Floating Holiday will be granted as stipulated in the above paragraph.

2. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday, except as noted above.

3. Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday.

4. Regular and Probationary employees who are not required to work on a day observed as a holiday shall receive eight (8) hours' basic pay for the holiday.

5. Regular and Probationary employees who are required to work on a day observed as a holiday shall receive eight (8) hours' basic pay for the holiday plus pay at the applicable overtime rate for all work actually performed during the eight (8) hours attributable to the holiday period.

6. Holiday work shall be reduced to a reasonable minimum for scheduled workers and efforts will be made to distribute holiday privileges equitably among such employees.

7. Shift and scheduled workers are allowed two (2) days off per year without pay to be taken at the employee's option with proper notification to the Company.

8. Temporary employees shall not receive compensation for time lost on days observed as holidays. If required to work on any day observed as a holiday they shall receive overtime compensation.

ARTICLE XIV

WAGE SCHEDULES

1. The relative value of each job shall be as indicated by the job group number assigned to its specification. As of July 1, 2006 annual wage increases for employees covered by this agreement shall be as follows:

- July 2, 2006 – 3% in base wage rates
- June 25, 2007 – 3% in base wage rates
- June 23, 2008 – 3% in base wage rates
- July 6, 2009 – 3% in base wage rates
- July 5, 2010 – 3% in base wage rates

2. Probationary employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth (1/40th) of the basic minimum weekly rates established for the appropriate pay group and the applicable wage schedule.

3. Temporary employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth (1/40th) of the basic minimum weekly wage rate established for the appropriate pay group and applicable Wage Schedules.

4. As to regular employees, the first pay step (minimum rate) shall apply during the first six (6) months in any job or jobs classified in the indicated pay group, except that an employee promoted to a higher rated job shall be advanced to the second pay step (maximum rate) if their former rate was equal to or in excess of the first step rate applicable to their new job assignment.

5. Advancement to the second pay step shall not be granted to an employee while on sick leave or other leave of absence. If a civilian leave of absence is granted for thirty (30) or more calendar days, the maximum rate shall be postponed for a corresponding interval of time. Anniversary adjustments shall always be made effective on the Monday nearest the readjustment date.

6. No regular or probationary employee shall suffer any reduction in basic wage rate during the term of this agreement while the employee continues to perform the same type and grade of work as that performed by the employee on November 7, 2001.

7. Effective January 1, 2003 and ending June 30, 2006, all Nine Mile Point Regular employees shall be eligible to participate in the Incentive Award Program for employees at NMP, a yearly incentive compensation program linked directly to the performance of CEG, CGG and NMP. The program design including, but not limited to, the measurement year, the performance metrics and goals and their relative weight will be designed each year solely by the Company and the manner in which performance is measured each year against the performance metrics and goals along with the amount of the resulting pay-out each year shall be determined solely by the Company. The Company agrees to bargain with the Union over the appropriate yearly target incentive award opportunity, defined as a percentage of annual straight-time base salary; however, no other portion of this program shall be subject to the collective bargaining process. Therefore, neither the design of the program for any year nor any facet of its administration in any year, including but not limited to, the setting of the performance metrics and goals and the manner in which performance is measured against the performance metrics and goals along with the amount of the resulting pay-out each year, shall be subject to the grievance and arbitration article (Article XXI). Employee participation in the Incentive Award Program is extended and shall end on June 30, 2011 unless extended by mutual agreement.

Effective June 1, 1984

8. The Company agrees a revised pay check stub will be furnished to all employees detailing base pay, overtime pay, upgrading, bonus, etc., as soon as it is practicable.

ARTICLE XV

SAFETY

1. (a) It is agreed between the parties that their respective safety committees shall meet at reasonable intervals of time for purposes of reviewing case histories of actual lost-time accidents involving members of the Brotherhood and to consider recommendations and suggestions of the Brotherhood regarding existing and proposed safety rules.

(b) Before new safety rules are adopted, they shall be subject to full discussion with the Local Union 97, IBEW.

(c) It is understood that the Local Union 97, IBEW may advance recommendations and suggestions regarding existing and proposed safety rules and the Company agrees to bargain with the Local Union 97, IBEW concerning them.

(d) When an employee who is a member of the Brotherhood is charged with a violation of the Accident Prevention Rules of the Company, the facts and circumstances involved will be discussed and reviewed with the President/Business Manager or designee and the Steward in the work group before any disciplinary action involving loss of pay is taken.

2. A copy of each report of an accident involving an employee in the bargaining unit which results in lost time or requires medical attention by a physician will be furnished by the Safety Department to the President/ Business Manager of Local Union 97, IBEW or designee.

3. The parties hereto agree that the safety rules, as prescribed from time to time by the Company, or by any law (and regulations thereunder) applicable to Nine Mile Point Nuclear Station, shall be strictly adhered to by the employees and by the Company. First aid kits shall be placed in all departments, remote work locations and vehicles. The Company shall provide protective devices and other equipment, such as rubber blankets and rubber gloves deemed necessary in accordance with good operating practices properly to protect employees from injury.

4. Employees in line, maintenance and distribution departments shall not be required to work outdoors in inclement weather except in cases of emergency or as provided by Article XXV and Article XXVII. The chief in charge of the field crew shall be the judge as to what constitutes inclement weather.

5. At all times, except during extreme emergencies, the following rules shall apply:

(a) Not less than two (2) qualified personnel shall work together on energized overhead distribution primaries and shall not be separated from each other by a distance greater than a single span length.

(b) When installing or removing grounds on transmission lines, not less than two (2) qualified personnel shall work together in the immediate proximity of the structure upon which the work is being performed.

Effective June 1, 1978

6. It is agreed that an agenda item at each quarterly Union-Management Safety meeting will relate to employee input for suggestions relative to the purchase of tools and equipment.

ARTICLE XVI

DISCIPLINARY ACTION

1. When an employee who is a member of the Brotherhood is charged with a violation of Company rules or procedures, the facts and circumstances involved will be discussed and reviewed with the appropriate Brotherhood representatives before any disciplinary action involving loss of pay is taken. For the purposes of this article, the appropriate Brotherhood representatives shall be the President/Business Manager of Local Union 97, IBEW or designee, and the Steward in the work group.

2. A suspended employee shall have the right to contact the President/Business Manager of Local Union 97, IBEW or designee prior to leaving Company premises.

3. When it appears necessary to resort to disciplinary action, there shall be a prompt investigation and prompt notification of the results of the investigation to the employee and the Brotherhood.

Effective June 1, 1976

4. Any disciplinary documentation prepared by a management employee, to be filed in an employee's personnel folder, will be limited to a statement of facts and the discipline only. The President/Business Manager of Local Union 97, IBEW or designee will have the right to submit documentation for attachment to the disciplinary memorandum, if they choose. Disciplinary documentation in an employee's personnel folder for more than one (1) year will be reviewed annually and by mutual agreement, may be removed.

ARTICLE XVII

WORK PROJECTS

For the information of the Brotherhood, the Company will, at least once a year, furnish and discuss a list of all contemplated work projects as they specifically apply to Local Union 97, IBEW which are of sufficient magnitude to have an appreciable effect on labor requirements; but the Company in its uncontrolled discretion reserves the right to modify, expand or cancel any such projects at any time.

ARTICLE XVIII

USE OF BULLETIN BOARDS

It is agreed that the Brotherhood may have a reasonable use of the Company bulletin boards for the purpose of posting notices with regard to meetings or matters of special interest to the employees.

ARTICLE XIX

EMPLOYEE BENEFITS

1. (a) Based upon the understanding that the Company shall have sole discretion as to the method of financing (including the retention of dividends or refunds, if any) and the selection of trustees or underwriters, if any, for any benefit plan the cost of which is primarily or wholly paid by the Company, the following benefit plans, as amended and described in detail in the employee benefit plan binder entitled Constellation Energy Group Summary Plan Descriptions for Represented Employees of Nine Mile Point Nuclear Station, LLC will be continued for the term of this agreement as follows: (i) the Pension Plan, Disability Retirement and Separation Allowance Plan and the Sickness and Accident Insurance Plan will be entirely non-contributory, and (ii) the Medical Care Plans, Dental Plans, Managed Mental Health Care Plan, Prescription Drug Plan, Life Insurance, and Accidental Death and Dismemberment Plans will be subject to the contributions, deductibles and maximums set forth in this Article.

(b) Recognizing changes and opportunities in regard to benefits, the Union and Company agree to formulate a Joint Committee, meeting a minimum of quarterly. The Committee will review plan expenses and calculations, and make recommendations for modifications while maintaining the integrity of the plans. Plans are defined for the purposes of this Committee as the following: Medical, Dental, Prescription Drug, Mental Health and Substance Abuse, Life Insurance, Accidental Death and Dismemberment, Disability, Employee Savings Plan, and Pension.

(c) In the event some form of national health insurance becomes effective during the term of this agreement, the Company agrees that it will continue to provide the current level of Medical Care Plan coverage and that such Plan benefits will be integrated in a manner similar to the present integration with Medicare benefits. Before implementing such integration, its impact will be discussed with the Brotherhood.

(d) Widows and/or Widowers (excluding any eligible collaterals, but including any whose spouse was killed in the course of employment with the Company) who elect to remain in the Health Care Plans under the terms and conditions specified in the Health Care Plans section of the Constellation Energy Group Summary Plan Descriptions for Represented Employees of Nine Mile Point Nuclear Station, LLC shall continue in the Plan and the Company will assume all premium costs. Health Care Plans include Medical Care (including Health Maintenance Organizations (HMOs) and Point-Of-Service (POS)), Prescription Drug and Managed Mental Health Care.

(e) Coverage for a dependent surviving spouse age 45 or older at the time of the employee's death and dependent surviving children of the employee will be provided at no cost whether HMO, POS or under the terms and conditions of the Health Care Plans for surviving spouses. Coverage for a surviving spouse under age 45 will be continued under the Health Care Plans for three years at no survivor cost and then the spouse will be eligible to purchase COBRA for three additional years.

2. Health Care Plans

Full-time regular employees will be eligible to participate in the following benefits under the Health Care Plans effective January 1, 2007:

(a) Health Care Plans include Medical Care (including HMOs or POS), Dental, Prescription Drug and Managed Mental Health Care.

(b) Employees and their eligible dependents enrolled in the Comprehensive Plan may have one eye exam per person every 24 months subject to deductibles and co-insurance.

(c) A flexible benefit program, in accordance with applicable Internal Revenue Code provisions, will be provided to full-time active regular employees effective January 1, 1997. The provisions of the flexible benefit program that relate to the Health Care Plans will include:

1) The Company will provide eligible employees with flexible credits equal to 75% of the monthly cost in 2007, 2008, 2009 & 2010 and equal to 70% of the monthly cost in 2011 towards the purchase of medical indemnity coverage in the "90/10 Comprehensive Plan" or the "80/20 Catastrophic Plan." Employees will be responsible for the difference between the flexible credits and the cost of the indemnity plan selected.

<u>Date</u>	<u>Company</u>	<u>Employee</u>
<u>1/1/2007</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2008</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2009</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2010</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2011</u>	<u>70%</u>	<u>30%</u>

2) The Company will provide eligible employees with flexible credits equal to 75% of the monthly cost in 2007, 2008, 2009 & 2010 and equal to 70% of the monthly cost in 2011 towards the

purchase of medical coverage in the “Point of Service (POS) Plan.” Employees participating in the POS Plan will be responsible for the difference between the flexible credits and the cost of the POS Plan.”

<u>Date</u>	<u>Company</u>	<u>Employee</u>
<u>1/1/2007</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2008</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2009</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2010</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2011</u>	<u>70%</u>	<u>30%</u>

3) The Company will provide flexible credits equal to 80% of the cost in 2007, 75% of the cost in 2008 and 2009 and 70% of the cost in 2010 & 2011 towards the purchase of dental coverage offered under the “Reasonable & Customary Comprehensive or Basic Dental Plans.” Employees will be responsible for the difference between the flexible credits and the cost of the selected plan.

<u>Date</u>	<u>Company</u>	<u>Employee</u>
<u>1/1/2007</u>	<u>80%</u>	<u>20%</u>
<u>1/1/2008</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2009</u>	<u>75%</u>	<u>25%</u>
<u>1/1/2010</u>	<u>70%</u>	<u>30%</u>
<u>1/1/2011</u>	<u>70%</u>	<u>30%</u>

4) The options under the Medical Care Plan will include:

a) Waiver of coverage

b) A Comprehensive 90/10 plan, with \$150 single/\$400 family annual deductibles; \$1,200 single/\$2,400 family annual out-of-pocket maximum; and a \$1.5 million lifetime maximum benefit per individual.

c) A Catastrophic 80/20 plan with a \$750 single/\$1,500 family annual deductible; \$1,750 single/\$3,500 family annual out-of-pocket maximum; and a \$1.5 million lifetime maximum benefit per individual.

d) A NMP POS Plan. A vision care rider, which includes coverage for lenses and frames, will be included in the NMP POS plan.

e) Prescription drug co-payments per claim will be as follows:

i) Retail: 20% with a maximum co-payment of \$15 per claim and a minimum co-payment of \$5.

ii) Mail Order: \$5 generic / \$15 brand.

5) The options under the Dental Care Plan will include:

a) Waiver of coverage

b) Reasonable and Customary Comprehensive Plan (100% preventive/80% basic/60% major services), \$50 annual deductible for combined basic and major services with a \$1,500 annual

maximum for preventive and basic services and \$2,000 for major services, Lifetime Orthodontia benefit of \$1,800.

c) Reasonable and Customary Basic Plan (100% preventive/60% basic/40% major services), \$50 annual deductible for combined basic and major services with a \$1,500 annual maximum for preventive and basic services and \$2,000 for major services, Lifetime Orthodontia benefit of \$1,800.

d) Certain oral surgical procedures formerly covered in the Scheduled Dental Plan at 100% will be covered in the Reasonable and Customary Dental Plan at 100%.

6) Employees may participate in the Health Care and/or Dependent Care Flexible Spending Accounts (FSA) with annual pre-tax maximum contributions of \$4,000 for the Health Care FSA and \$5,000 for the Dependent Care FSA.

3. Retiree coverage

(a) Full-time regular employees who retire will be eligible to participate in the following benefits outlined below effective May 1, 1996:

1) Post-retirement medical benefits will not be available for employees hired on or after July 1, 2006 or who otherwise do not meet eligibility requirements outlined in the plan documents.

2) A comprehensive 90/10 co-insurance plan with all eligible expenses covered at 90% of the reasonable and customary rate and subject to the following:

- (i) Annual deductibles of \$150 individual/\$400 family;
- (ii) Annual out-of-pocket maximums of \$1200 individual/\$2400 family; and,
- (iii) A lifetime maximum benefit per individual of \$1.5 million.

3) Covered individuals and their eligible dependents enrolled in the Comprehensive Plan may have one eye exam per person every 24 months subject to deductibles and co-insurance.

4) Managed Care options may be offered where applicable, patterned after the "Advantage Health Plan" or similar system-wide program.

5) Effective January 1, 2002, Prescription Drug co-payments per claim will be as follows for full time regular employees who retire on or after June 1, 2001:

(a) Retail: 20% co-pay/co-payment not to exceed \$15 per claim.
Minimum co-payment of \$5.

(b) Mail Order: \$5 generic/\$15 brand

(c) The Company will begin to accrue the costs of post-retirement benefits for employees hired prior to July 1, 2006 when an active employee reaches age 45. A participant hired prior to July 1, 2006 who is receiving Disability Retirement Benefits under the Disability Retirement and Separation Allowance Plan, shall receive credit for such period of time that those disability benefits are being received after the participant reaches age 45, towards the ten years after attaining age 45 requirements for being an Eligible Retiree under the Company's Retiree Health Plans.

(d) The Company's contribution rate for retiree monthly health care benefits for eligible employees who retire on or after June 1, 2001 and surviving dependents who become eligible on or after June 1, 2001 will be capped at the level in effect as of December 31, 2009. Commencing January 1, 2003 and

ending on December 31, 2009, monthly increases in the premiums or premium equivalents for such retiree health care benefits that occur after December 31, 2002 will be determined on an annual basis and paid in accordance with the terms of the applicable plan as follows: (1) plan participants will pay all increases up to the first \$100 a month of such premium increases; and (2) plan participants will pay 10% of the premium increases in excess of the first \$100 a month of such premium increases, and the Company will pay 90% of the premium increases in excess of the first \$100 a month of such premium increases until December 31, 2009.

4. Life Insurance and Accidental Death and Dismemberment Plans

(a) The following life insurance coverage will be offered at no cost to the employee effective January 1, 1997:

Plan A: 1 ½ x base pay

Plan B: 2 ½ x base pay

(b) Full-time regular active employees will be provided 1 ½ x base pay in 24-hour Accidental Death and Dismemberment coverage at no cost to the employee.

(c) Employees may, on a pre-tax basis, purchase additional one (1) times, two (2) times or three (3) times base pay for 24-hour Accidental Death & Dismemberment coverage. This coverage terminates at retirement or separation or termination of employment.

(d) Employees enrolled in either life insurance plan will continue to be eligible to purchase life insurance for their dependents on an after-tax basis. This coverage terminates at retirement.

(e) Effective January 1, 2002, eligible full-time represented employees will be able to purchase up to five (5) times their annual base pay in life insurance with pre-tax dollars. Optional Life coverage (Plan C) terminates at retirement or separation or termination of employment.

(f) Effective January 1, 2002, Plan B life insurance benefits will be reduced to \$10,000 for eligible full-time represented employees at the later of reaching age 60 or retiring from the Company.

(g) Effective January 1, 2002, eligible full-time regular employees will be able to purchase up to \$50,000 in dependent life insurance for a spouse, subject to applicable tier requirements. The full premium for such coverage will be paid by the employee on an after-tax basis.

5. Anything to the contrary contained in this Article notwithstanding, the Company agrees to continue all of the Plans identified in sections 1, 2 and 3 of this Article, as well as the Employee Savings Plan and the Aid to Education Plan, as negotiated, during the term of this agreement.

6. Temporary & Probationary employees:

(a) Temporary and Probationary employees will be given the opportunity to enroll in a Basic Medical Plan. Contributions for this coverage shall be assumed by the participants.

(b) The Basic Medical Plan is an 80/20 Comprehensive Plan with an annual \$500 deductible/\$2,500 annual out-of-pocket maximum per individual and \$500,000 lifetime maximum per individual. Individuals may select single or family coverage.

(c) Temporary employees with unbroken continuous service who attain Probationary status will have all service beyond six (6) months as a Temporary employee credited toward eligibility as a Probationary employee under "Flexible Benefits".

7. Pension

(a) The Company agrees to deposit in the irrevocable trust fund provided for in the Pension Plan such sum as may be required to meet the Internal Revenue code minimum requirements for allowance of pension accruals as a business expense for each of the years covered by this agreement, and further agrees on an annual basis to a review of the financial status of the trust therein provided as well as a review of the operations of the Disability Retirement and Separation Allowance Plan with the Brotherhood Pension Committee prior to the 30th day of April of the following year.

(b) For those employees hired subsequent to May 31, 1949, and who are members of the Transition Group, the maximum Credited Service in the Pension Plan and the Disability Retirement and Separation Allowance Plan is increased to 40 years.

(c) Subject to necessary governmental approvals, the parties agree to amend the Pension Plan effective May 1, 1996 to provide for 100% retirement benefits for Transition Group employees whose age and years of service equal 86 points and meet the minimum requirements of 55 years of age and 10 years of service.

(d) The 86 points applicable to the Transition Benefit will be computed adding actual age at the last birthday and actual years of service at the last anniversary date. Retirement availability under this provision will be the first month following the month in which the eligible employee attains 86 points.

(e) Effective September 4, 2006, pay-based credits to Cash Balance Pension Plan accounts shall be based on the participant's years of service in accordance with the following revised schedule:

<u>Years of Service</u>	<u>Annual Pay-Based Credit Rate</u>
<u>0 through 4</u>	<u>5% (an increase from 4%)</u>
<u>5 but less than 10</u>	<u>6% (an increase from 5%)</u>
<u>10 but less than 15</u>	<u>7% (an increase from 6%)</u>
<u>15 but less than 20</u>	<u>8% (an increase from 7%)</u>
<u>20 or more</u>	<u>9% (an increase from 8%)</u>

8. Employee Savings Plan:

(a) The maximum allowable before tax contribution by eligible employees will be 50% of base pay regardless of age and Company service. The maximum allowable after tax contribution will be 15%. A combination of before tax and after tax contributions cannot exceed 50%.

(b) The Company has a pay code to prevent loss of Company matching funds for certain types of unpaid lost time.

(c) Active employees may begin participation in the Employee Savings Plan as soon as administratively possible but no more than one month from hire date. Twelve consecutive months of service remains in effect in determining an employee's eligibility for receiving matching Company contributions.

(d) Effective September 4, 2006, the Company matching contribution shall be 50% of the first 6% of each participant's eligible pay contribution, as defined by the plan.

9. Supplemental Provisions

The Company agrees to payroll deduction for any eligible bargaining unit employee who desires to participate in the "Local Unions Savings and Retirement Fund". Such deduction will not be taken until a transmittal list, along with an individually signed authorization card, is forwarded to the Company by the Plan Administrator, "Union Members Equity Plans, Inc.". It is further understood that this procedure will not be instituted by the Company unless there is a minimum of 100 participants.

The Brotherhood or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.

10 (a) Any regular employee of the Company who is elected or appointed to the position of Business Manager, Assistant Business Manager or Business Representative of the Local Union 97, IBEW will, upon making an application on a Company-prescribed form be granted a leave of absence without pay for the period for which the employee was elected or appointed, but not to exceed a period of three (3) years. During the continuance of such leave the employee's Company and job seniority shall be preserved and maintained in the same manner and to the same extent as if the employee continued in their regular job. Applications for extensions of such leaves of absence may be applied for and will be granted in the same manner and to the same extent and on the same conditions.

(b) Such regular employee granted a leave of absence in accordance with (a) above, will be continued in the Health Care Plans, and Life Insurance Plans upon payment of the entire Company cost at group rates, which will be furnished and invoiced by the Company biannually. Eligibility in the Pension Plan and the Disability Retirement and Separation Allowance Plan will continue in accordance with the employee's seniority and applicable base pay rate.

11. The Company agrees that its present practice with respect to excused absences for employees covered by this agreement shall be continued during the term of this agreement.

12. The company will also furnish work gloves to all employees who are required to use them in the performance of their work.

13. The company will pay for the cost of all licenses required in the performance of job duties with the exception that the Company will only pay the difference between the cost of a passenger driver's license and the cost of any other required driver's license.

14. Regular employees shall receive two (2) weeks notice of a layoff or two (2) weeks pay in lieu thereof.

15. Local practices now in effect will continue where they now apply, except as otherwise provided in this agreement and the Appendix and Schedules hereto annexed.

16. The Company indemnifies employees for their actions in fulfillment of those work activities specifically requested by the Company. The Company further agrees to defend and provide legal representation in actions against employees arising from performance of their duties on behalf of Nine Mile Point Nuclear Station, LLC. Indemnification and legal representation is not provided in instances caused by dishonesty, bad faith or breach of trust.

17. Aid to Education reimbursement for all eligible regular, full-time represented employees will be increased from 75% to 100% for courses beginning on or after January 1, 2002 that are submitted and approved by the Company.

Effective June 1, 1993

18. Employees opting to take home study courses in lieu of courses at qualified learning institutions, in order to qualify for promotion in designated progression job series, or for any future promotion, will undertake any testing requirements connected with such courses at Company locations monitored by a management employee. All tests will be returned to the employee by the Company once graded by the specific home study organization. In addition, the Company agrees to pay 100% of the cost of International Correspondence School (ICS) courses.

ARTICLE XX

ELECTRONIC DATA PROCESSING

The Company agrees that if and when a decision is reached by the management of the Company to install electronic data processing equipment, the Brotherhood will be informed of the decision. Any changes that affect members of the Brotherhood shall be negotiated.

ARTICLE XXI

GRIEVANCES

1. Should the Brotherhood claim that a dispute or difference has arisen between the Company and the Brotherhood as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented within thirty (30) working days and settled in the following manner, and there shall be no quitting or suspension of work during or on account of such dispute or difference:

Step 1

(a) Between the appropriate shop steward and/or Brotherhood representative and supervisor. If they fail to reach an agreement within three (3) working days, the aggrieved employee or the employee's steward and/or Brotherhood representative shall furnish a written statement of the grievance at that time to such supervisor on a form provided by the Company. The supervisor shall affix the answer within five (5) working days and return same to the appropriate union official and Labor Relations Department or it will allow for automatic referral to Step 2 as outlined in Paragraph (b) below;

Step 2

(b) If resolution is not reached, the Union may request in writing that this matter be heard at Step 2 within thirty (30) working days, from date of request, between a member or members of the Grievance Committee designated by the Brotherhood and the Manager Labor Relations or designate who will decide the matter and affix an answer within ten (10) working days or the dispute will automatically be referred to Local Union 97, IBEW for approval to Step 3 as outlined in Paragraph (c) below;

Step 3

(c) If resolution is not reached, the Union may request in writing that this matter be heard at Step 3 within ninety (90) working days, from date of request, between a three (3) member committee of Local Union 97, IBEW and a three (3) member committee of the Company, who will decide the matter and affix an answer. The decision of this committee shall be final and binding upon the parties.

(d) In the event that a decision is not reached in the manner hereinabove set forth, the Local Union 97, IBEW shall give notice of its intent to refer the dispute to arbitration within sixty (60) working days as outlined in Step 4;

Step 4

(e) Each party will appoint one arbitrator; the parties will then select the third arbitrator. If the parties cannot agree upon the third arbitrator within five (5) working days, both parties shall thereupon apply as agreed upon to the Federal Mediation and Conciliation Service or the American Arbitration Association for a list of persons able and willing to serve as the third arbitrator. From this list the third and impartial arbitrator shall be selected by process of elimination.

Within ninety (90) days after the appointment of the third arbitrator, the Arbitration Board shall meet and render a decision.

(f) In lieu of the procedure set forth in Paragraph 1 (e) above, the parties, by mutual agreement, may elect expedited arbitration.

Within sixty (60) days after the appointment of the arbitrator, the arbitration hearing shall be held and a decision rendered.

(g) Any grievance may be settled prior to an arbitration decision between Local Union 97, IBEW and the Manager Labor Relations.

(h) It is understood that the arbitration decision shall be final and binding upon both parties.

2. Monetary benefits accruing to employees as a result of the settlement of a grievance shall be payable during the period in which the grievance is processed up to a maximum time period of nine (9) months for any grievance settled short of arbitration and up to a maximum of eighteen (18) months for any grievance settled in or by arbitration, and such time periods shall be effective as of the date of occurrence as shown on such grievance that was presented to the Company in writing.

3. Any of the time intervals provided for in this Article XXI may be changed by mutual consent in writing between the applicable Manager Labor Relations and the President/Business Manager of Local Union 97, IBEW or designee.

4. In connection with any arbitration proceedings under the provisions of the agreement, it is agreed that all expenses to be incurred shall be mutually agreed upon and shall be borne equally by the two parties.

5. If an employee represented by the Brotherhood hereunder is discharged from employment on or after the date hereof and believes that they have been unjustly dealt with, such discharge shall constitute a dispute or difference for determination under the method of adjusting grievances provided for in this Article XXI and such dispute shall be first taken up within three (3) working days in the manner

provided in steps 2 and 3 of paragraph 1 of this Article XXI; and if it is thereupon determined that such discharge was wrongful and without just cause, the Company shall reinstate the employee and pay full compensation at the basic rate for all time lost or as may be appropriate under Paragraph 2 of this Article.

6. The procedure set forth in this Article XXI shall not be used to abrogate or change any part of this agreement.

7. The Company will submit to Local Union 97, IBEW a monthly summary of all first step grievances filed by the Local Union, showing for each grievance the grievance number, subject, grievant, date heard, Company Supervisor who heard the grievance, and disposition of each such grievance.

ARTICLE XXII

JOB CLASSIFICATION REVIEW

1. (a) Any time during the term of this agreement, the President/Business Manager of Local Union 97, IBEW or designee or the Manager Labor Relations may notify the other party of need to review any new job or any job in regard to which there is a claim of a material job content change.

(b) Upon such notification, each will appoint an appropriate committee to meet within an agreed-upon time, to review the facts related thereto, and to report their recommendations to their Negotiating Committee within an agreed-upon time.

(c) Thereupon, the President/Business Manager of Local Union 97, IBEW or designee and the Manager Labor Relations will make arrangements for a joint meeting to negotiate any and all issues that may be involved.

2. Nothing contained in this Article XXII shall be deemed in any way to restrict the rights of the parties under Article XXI in its entirety.

Effective July 1, 2003

3. Upon ratification of the 2003 Wage Reopener, the Company and IBEW Local Union 97 have agreed to participate in Article XXII's for all clerical job specifications, Utility Mechanic A job specification and to review the procedure writer task that fall within the Maintenance - Nuclear job specifications. The parties agree to commence this process no later than 9/15/03.

ARTICLE XXIII

NON-DISCRIMINATION

The Company and the Brotherhood agree to continue to comply with applicable statutory provisions and government regulations regarding discrimination because of race, color, disability, religion, age, sex, national origin, disabled veterans and Vietnam Era Veterans, etc.

ARTICLE XXIV

SEVERABILITY

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this agreement, it shall not affect the validity of the rest of this agreement, which shall remain in full force according to its terms in the same manner with the same effect as if such invalid portion had not originally been included herein.

ARTICLE XXV

JOB FLEXIBILITY

A. Preamble

This agreement between the Brotherhood and the Company regarding the implementation of job flexibility is a commitment of both parties to address the future uncertainties and competitive changes in our generation industry.

Job flexibility is a joint effort to reduce costs, improve customer service, provide job security, and offer opportunities to learn additional job skills while allowing for increased efficiency through job flexibility as outlined herein under the conditions set forth in this article.

Both parties agree and recognize that safety and training are paramount to the successful implementation of work force job flexibility. Employees will be able to be assigned job tasks commensurate with their skills, training and knowledge of the jobs to be assigned under the provisions of this article.

B. Definitions

1. Job Flexibility

The ability to perform tasks of other job specifications either as part of an employee's performance of day-to-day job duties, or as part of a job assignment associated with a specific project, mixed crew and/or as workload demands.

2. Day-to-Day Job Flexibility

The performance of job tasks of other job specifications performed in association with an employee's day-to-day job duties and tasks.

3. Project Job Flexibility

The performance of job tasks of other job specifications performed while assigned responsibilities in another department.

4. Work Crew Flexibility

The performance of job tasks using employees of varied job specifications as part of a mixed crew.

5. Work Crew/Work Group

Where the term work crew is used it is interchangeable with the term work group. Additionally, where the term chief is used it is interchangeable with the term lead person.

6. Mutual Agreement

Where the term by mutual agreement is used it means agreement between the President/Business Manager of Local Union 97, IBEW or designee and the Company.

C. Understandings:

1. Training and Safety

Training and or retraining will be provided to employees in advance of being assigned to perform work which they cannot otherwise perform knowledgeably and safely. Training provided in accordance with the provisions of this article will be developed with the participation and assistance of representatives of the Local Union. Likewise, representatives of Local Union will participate in the implementation of training programs under this article as appropriate. The safe performance of job tasks assigned under this article is paramount to the company and union. With this mutually shared interest, the proper training of employees to perform new tasks is recognized and its importance stressed as a vital component of job flexibility.

2. Offer versus assignment during flexing

(a) With safety as a priority, employees may be assigned work at or below the Associate level of equal or lower rated job classifications. After receiving any necessary additional training, employees may perform tasks above the Associate level.

(b) Work assignments made under this article for Project or Work Crew job flexibility assignments which are outside of an employee's home department will be done in the following manner:

1) For work at the Associate level or below, assignments will be offered by seniority within the affected work group. In the event the company is unable to fill manpower needs through this method, employees will be drafted in inverse order of their company seniority from within the affected group.

2) In the event operational needs dictate, and the work to be performed is of an unskilled nature (such as decon, housekeeping, painting), the company may bypass senior employees.

3) The Company may reassign a crew, or any portion thereof, to other work duties that they are trained and qualified for, regardless of seniority, for the duration of that work day, should a work crew's normally scheduled work be stopped, interrupted, or canceled.

4) In the event the Company is seeking to fill a Project or Work Crew flexibility assignment involving an employee performing a full range of journeyman level

work in the assignment, the Company will offer the assignment by seniority in the affected work group but cannot draft employees. In some situations drafting employees in inverse order of their company seniority may be permitted if the Project or Work Crew flexibility assignment involves performing only certain journeyman level tasks and does not require the employee to perform a full range of journeyman level work.

5) Long-term Project Job Flexibility such as the FIN Team will be offered by seniority or filled by inverse seniority within the affected group.

3. Seniority bypass due to special skills

In the event that the company cannot honor seniority due to special skills required and the condition persists the company will afford senior employees the necessary training upon request.

4. Offer by Seniority

The offering of Job Flexibility assignments by seniority is not applicable on day-to-day activities. This includes the incidental performance of journeyman level tasks of another job classification. Mixed crew and work projects can only be flexed by offering on a seniority basis first, and the company determines the work groups to be flexed, except as identified in 2b3.

5. Valuable work experience to be gained

When assignment by seniority is not applicable and work activities provide valuable work experience in other classifications the company may rotate crews upon request.

6. Initial Implementation

Prior to initial implementation of job flexibility, discussion with the appropriate Union Steward will occur.

7. Legitimate Fear

In the event an employee expresses, and proves, a legitimate fear of performing tasks assigned under the provisions of this article the company will, at its discretion, accommodate the employee's request by either not assigning the work to the employee or by modifying the assignment. A legitimate inability to perform work assigned under this article will not be held against an employee in the performance of work within the employee's regular job classification so long as the basis for the legitimate inability does not preclude the employee from performing the essential functions of their classification.

8. Work Crew/Project Flexibility

The lead worker in the crew will be from the lead department.

9. Joint Determination of Qualifications

The qualifications of employees assigned under the job flexibility provisions will be jointly determined by the supervisor and crew chief. Should a question or dispute arise as to the qualifications of the employee, the facts and circumstances of the matter will be discussed between the appropriate Union and Management representatives prior to assigning the employee the work.

10. Flex in – Flex out

The Company will not use the provisions of this article to assign employees out of their home department while backfilling with employees assigned under Job Flexibility from another department, although it may occur on a day-to-day activity basis. Likewise, the Company will not assign employees out of a department if using contractors in the same job classification, work group or department, unless otherwise mutually agreed to.

11. Contractor impact

One of the objectives of job flexibility is to assist the Company in the reduction or elimination of the use of contractors.

12. Job Series

Employees in a bid job or job series will not have their time adversely affected if assigned tasks outside their job series. Calculation of employee's time in grade will include time worked outside their bid job or job series for the purposes of calculating increases in pay. Employees under these conditions returning to their normal job series will be required to complete the necessary training and/or demonstrate the required abilities prior to being assigned full duties of the next level.

13. Upgrading

Employees performing tasks of a higher rated job classification under job flexibility outside of their job series, will be upgraded to the appropriate rate on an hour for hour basis up to four (4) hours, after which Article XI, paragraph 8b applies.

14. Promotion/Demotion

Job experience gained through the performance of tasks assigned under job flexibility will be recognized, considered and applied in determining an employee's qualifications, skills and experience for the awarding of positions under the post and bid procedures and demotion procedures of the labor agreement. In the event an employee's experience gained reflects a major portion of that classifications work the experience gained will be counted in determining the level at which the job is awarded.

15. Overtime

In situations involving the assignment of employees under the provisions of job flexibility, employees in the affected job classification of the home department will have first opportunity for overtime. Issues involving unexpected overtime occurring at the end of the workday will be reviewed and resolved locally.

16. Call Outs

Call Out practices are not affected by job flexibility.

17. Higher level and Chief's Jobs

The Company does not intend to specifically target higher level jobs or Chief's jobs for elimination.

18. Departmental Core Work

Employees will typically perform the core work associated with their job specification. Likewise, it is understood that job flexibility will routinely allow for work outside the employee's normal job but not to the extent that an employee no longer performs their traditional work.

19. Post & Bid vs. Job Flex

The Company will inform the appropriate union representative where assignments under the provisions of job flexibility may last longer than two (2) months.

20. Work schedules

Job flexibility will not affect work schedules or an employee's day, shift or scheduled worker status. Likewise, job flexibility does not restrict the Company's ability to change work schedules.

21. Contractual Impact

Only those contract articles, memorandums of agreement, and work practices impacted by this article will be affected and all articles, memorandums of agreement and work practices unaffected will remain unchanged by this article.

22. Committee Retention and Implementation

The joint Union/Management Job Flexibility Committee is vested with the responsibility and authority to oversee the implementation and administration of the job flexibility provisions, and to make modifications to this article as necessary. All issues arising from these understandings will be reviewed by the Committee in an effort to amicably resolve the matters. The Committee's review will not impede the administration of the grievance procedure prescribed by the labor agreement.

23. Janitors

In those job specifications that do not list housekeeping, employees in higher rated pay groups will flex into the Janitor job classification, but will not be assigned to clean locker rooms or rest rooms. Likewise, those job specifications that do list housekeeping will perform work of the janitor job classification, but will not be assigned to clean locker rooms or rest rooms.

24. Employee Evaluations

The technical skills assessment of job performance evaluations are intended to be based upon the competency and performance of employees while undertaking the tasks of their regular job and not new tasks assigned under the provisions of this article.

ARTICLE XXVI

COMPETITIVE OPPORTUNITIES

The terms and conditions of the Labor Agreement will apply to work currently performed for regulated customers within the franchise territory. When new work is identified within the franchise territory, Local Union 97, IBEW will be afforded, on a preferential basis, the first opportunity to develop a proposal which will meet customers' requirements in a competitive manner. If an agreement cannot be reached, other options, including contractors, may be used. When work is developed for customers outside the franchise territory, Local Union 97, IBEW may be asked to submit a proposal.

ARTICLE XXVII

WORK PRACTICES

1. Four 10-Hour Days:

The implementation of ten (10) hour work day schedules for all employees in compliance with the definition of day (Monday through Friday) and scheduled (Monday through Saturday) workers in Article VI of the Labor Agreement including Notes 1 and 2 and the day workers included in Note 3 of Schedule A is as follows:

(a) Work schedules will be implemented using four consecutive, ten (10) hour work days where there is a practical application. For example, where five day coverage (internal support or customer service) is critical, a sufficient number of employees and supervisors at a location or in a department must be present in order for it to be practical to implement four 10-hour days. Management shall determine the economic and practical applications of four-tens, and will strive to do so in a fair and equitable manner. All work hours will be paid at the employee's straight time base hourly rate.

(b) Four tens need not be offered to every crew or classification in a work group. When four tens are applied to day, shift or schedule worker the four ten-hour day schedule will be for the full duration of the posted schedule as per Article VII, Paragraph 4 (a) of the Labor Agreement unless mutually agreed to otherwise. If the company terminates the four ten-hour schedule and returns to a five eight-hour schedule within a calendar year, a mutual agreement with the union is required to reinstate a four ten-hour schedule during the calendar year. Scheduled or forced outages, the duration of which is greater than ten calendar days, will not be considered as termination of the ten-hour schedule.

(c) Any time worked in excess of ten (10) hours per day will be paid at the rate of time and one half the employee's base hourly rate. For example, the eleventh through sixteenth hours will be at time and one-half. Hours beyond sixteen will be paid at double time.

(d) Employees working ten (10) hour schedules will be ineligible for overtime meal stipends. Employees working in excess of ten (10) hours will be eligible for overtime meal stipends in accordance with Article X, Paragraph 2.

(e) During work weeks which include a company holiday, the company will reschedule affected employees to five, eight (8) hour days for that work week.

(f) Employees working a ten (10) hour day will have their vacation leave converted to their hour equivalent and will be available to use on that basis. When using vacation leave, the employee will be charged ten (10) hours of vacation leave for each vacation day taken.

(g) Employees on disability leave will be paid ten (10) hours of pay for each work day absent. Absences in excess of 40 hours will convert to the second week of absence in accordance with the labor agreement.

(h) Floating holiday benefits will be converted to their hour equivalent and will be available to employees to be used on that basis. Employees working a ten (10) hour day and who take a floating holiday will be charged ten (10) hours for the day.

(i) Consistent with the labor agreement, Sunday will be considered the second day of rest. All other scheduled off days will be considered to be the employee's first day of rest.

(j) Lunch periods for clerical workers will be an unpaid thirty minutes unless modified by local mutual agreement.

(k) Starting time for day workers will be in accordance with the labor agreement.

ARTICLE XXVIII

TERM OF AGREEMENT

This agreement shall take effect as of July 1, 2006 and on that day shall supersede all previous agreements between the Company and Local Union 97, IBEW, and shall remain in full force and effect until June 30, 2011 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing, at least sixty (60) days prior to the expiration date, of a desire to amend or terminate the same.

IN WITNESS WHEREOF the Company has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and Local Union 97, IBEW, having taken all action required to be taken to make this agreement effective, including provision for its approval by the International Office of the International Brotherhood of Electrical Workers, have caused this instrument to be executed, by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the employees represented by them.

**CONSTELLATION ENERGY
Nine Mile Point Nuclear Station, LLC**

Sue E. Collins
By Sue E. Collins
Director Human Resources - Nine Mile Point

Marc K. Sloane
By Marc K. Sloane
Manager, Labor Relations, CEG

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 97**

David S. Falletta
By David S. Falletta
President/Business Manager/Financial Secretary

Frank M. Angeleri
By Frank M. Angeleri
Recording Secretary

APPROVED:
International Office I.B.E.W.
Edwin D. Hill
President
Date:

WAGE SCHEDULE - A
EFFECTIVE JULY 2, 2006
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Grade	Step 3 Hourly	Step 3 Bi-Weekly	Step 4 Hourly	Step 4 Bi-Weekly
58	\$43.86	\$3,508.80	\$45.64	\$3,651.20
56	40.27	\$3,221.60	42.00	\$3,360.00
25	38.14	\$3,051.20	39.69	\$3,175.20
24	36.52	\$2,921.60	38.14	\$3,051.20
23	35.02	\$2,801.60	36.52	\$2,921.60
22	33.49	\$2,679.20	35.02	\$2,801.60
21	31.94	\$2,555.20	33.49	\$2,679.20
20	30.72	\$2,457.60	31.94	\$2,555.20
19	29.30	\$2,344.00	30.72	\$2,457.60
18	28.09	\$2,247.20	29.30	\$2,344.00
17	26.81	\$2,144.80	28.09	\$2,247.20
16	25.63	\$2,050.40	26.81	\$2,144.80
15	24.67	\$1,973.60	25.63	\$2,050.40
14	23.63	\$1,890.40	24.67	\$1,973.60
13	22.58	\$1,806.40	23.63	\$1,890.40
12	21.70	\$1,736.00	22.58	\$1,806.40
11	20.94	\$1,675.20	21.70	\$1,736.00
10	20.10	\$1,608.00	20.94	\$1,675.20
9	19.29	\$1,543.20	20.10	\$1,608.00
8	18.62	\$1,489.60	19.29	\$1,543.20
7	17.80	\$1,424.00	18.62	\$1,489.60
6	17.11	\$1,368.80	17.80	\$1,424.00
5	16.32	\$1,305.60	17.11	\$1,368.80
4	15.76	\$1,260.80	16.32	\$1,305.60
3	15.05	\$1,204.00	15.76	\$1,260.80
2	14.59	\$1,167.20	15.05	\$1,204.00
1	14.11	\$1,128.80	14.59	\$1,167.20

WAGE SCHEDULE – B
EFFECTIVE JULY 2, 2006
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay	Step 1	Step 1	Step 2	Step 2
Grade	Hourly	Bi-Weekly	Hourly	Bi-Weekly
58				
56				
25	\$37.14	\$2,971.20	\$38.69	\$3,095.20
24	35.52	\$2,841.60	37.14	\$2,971.20
23	34.02	\$2,721.60	35.52	\$2,841.60
22	32.49	\$2,599.20	34.02	\$2,721.60
21	30.94	\$2,475.20	32.49	\$2,599.20
20	29.72	\$2,377.60	30.94	\$2,475.20
19	28.30	\$2,264.00	29.72	\$2,377.60
18	27.09	\$2,167.20	28.30	\$2,264.00
17	25.81	\$2,064.80	27.09	\$2,167.20
16	24.63	\$1,970.40	25.81	\$2,064.80
15	23.67	\$1,893.60	24.63	\$1,970.40
14	22.63	\$1,810.40	23.67	\$1,893.60
13	21.58	\$1,726.40	22.63	\$1,810.40
12	20.70	\$1,656.00	21.58	\$1,726.40
11	19.94	\$1,595.20	20.70	\$1,656.00
10	19.10	\$1,528.00	19.94	\$1,595.20
9	18.29	\$1,463.20	19.10	\$1,528.00
8	17.62	\$1,409.60	18.29	\$1,463.20
7	16.80	\$1,344.00	17.62	\$1,409.60
6	16.11	\$1,288.80	16.80	\$1,344.00
5	15.32	\$1,225.60	16.11	\$1,288.80
4	14.76	\$1,180.80	15.32	\$1,225.60
3	14.05	\$1,124.00	14.76	\$1,180.80
2	13.59	\$1,087.20	14.05	\$1,124.00
1	13.11	\$1,048.80	13.59	\$1,087.20

This Wage Schedule B is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule A.

WAGE SCHEDULE – C
EFFECTIVE JUNE 25, 2007
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	Step 3 Hourly	Step 3 Bi-Weekly	Step 4 Hourly	Step 4 Bi-Weekly
58	\$45.18	\$3,614.40	\$47.01	\$3,760.80
56	41.48	\$3,318.40	43.26	\$3,460.80
25	39.28	\$3,142.40	40.88	\$3,270.40
24	37.62	\$3,009.60	39.28	\$3,142.40
23	36.07	\$2,885.60	37.62	\$3,009.60
22	34.49	\$2,759.20	36.07	\$2,885.60
21	32.90	\$2,632.00	34.49	\$2,759.20
20	31.64	\$2,531.20	32.90	\$2,632.00
19	30.18	\$2,414.40	31.64	\$2,531.20
18	28.93	\$2,314.40	30.18	\$2,414.40
17	27.61	\$2,208.80	28.93	\$2,314.40
16	26.40	\$2,112.00	27.61	\$2,208.80
15	25.41	\$2,032.80	26.40	\$2,112.00
14	24.34	\$1,947.20	25.41	\$2,032.80
13	23.26	\$1,860.80	24.34	\$1,947.20
12	22.35	\$1,788.00	23.26	\$1,860.80
11	21.57	\$1,725.60	22.35	\$1,788.00
10	20.70	\$1,656.00	21.57	\$1,725.60
9	19.87	\$1,589.60	20.70	\$1,656.00
8	19.18	\$1,534.40	19.87	\$1,589.60
7	18.33	\$1,466.40	19.18	\$1,534.40
6	17.62	\$1,409.60	18.33	\$1,466.40
5	16.81	\$1,344.80	17.62	\$1,409.60
4	16.23	\$1,298.40	16.81	\$1,344.80
3	15.50	\$1,240.00	16.23	\$1,298.40
2	15.03	\$1,202.40	15.50	\$1,240.00
1	14.53	\$1,162.40	15.03	\$1,202.40

WAGE SCHEDULE – D
EFFECTIVE JUNE 25, 2007
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	Step 1 Hourly	Step 1 Bi-Weekly	Step 2 Hourly	Step 2 Bi-Weekly
58				
56				
25	\$38.28	\$3,062.40	\$39.88	\$3,190.40
24	36.62	\$2,929.60	38.28	\$3,062.40
23	35.07	\$2,805.60	36.62	\$2,929.60
22	33.49	\$2,679.20	35.07	\$2,805.60
21	31.90	\$2,552.00	33.49	\$2,679.20
20	30.64	\$2,451.20	31.90	\$2,552.00
19	29.18	\$2,334.40	30.64	\$2,451.20
18	27.93	\$2,234.40	29.18	\$2,334.40
17	26.61	\$2,128.80	27.93	\$2,234.40
16	25.40	\$2,032.00	26.61	\$2,128.80
15	24.41	\$1,952.80	25.40	\$2,032.00
14	23.34	\$1,867.20	24.41	\$1,952.80
13	22.26	\$1,780.80	23.34	\$1,867.20
12	21.35	\$1,708.00	22.26	\$1,780.80
11	20.57	\$1,645.60	21.35	\$1,708.00
10	19.70	\$1,576.00	20.57	\$1,645.60
9	18.87	\$1,509.60	19.70	\$1,576.00
8	18.18	\$1,454.40	18.87	\$1,509.60
7	17.33	\$1,386.40	18.18	\$1,454.40
6	16.62	\$1,329.60	17.33	\$1,386.40
5	15.81	\$1,264.80	16.62	\$1,329.60
4	15.23	\$1,218.40	15.81	\$1,264.80
3	14.50	\$1,160.00	15.23	\$1,218.40
2	14.03	\$1,122.40	14.50	\$1,160.00
1	13.53	\$1,082.40	14.03	\$1,122.40

This Wage Schedule D is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule C.

WAGE SCHEDULE - E
EFFECTIVE JUNE 23, 2008
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	Step 3 Hourly	Step 3 Bi-Weekly	Step 4 Hourly	Step 4 Bi-Weekly
58	\$46.54	\$3,723.20	\$48.42	\$3,873.60
56	42.72	\$3,417.60	44.56	\$3,564.80
25	40.46	\$3,236.80	42.11	\$3,368.80
24	38.75	\$3,100.00	40.46	\$3,236.80
23	37.15	\$2,972.00	38.75	\$3,100.00
22	35.52	\$2,841.60	37.15	\$2,972.00
21	33.89	\$2,711.20	35.52	\$2,841.60
20	32.59	\$2,607.20	33.89	\$2,711.20
19	31.09	\$2,487.20	32.59	\$2,607.20
18	29.80	\$2,384.00	31.09	\$2,487.20
17	28.44	\$2,275.20	29.80	\$2,384.00
16	27.19	\$2,175.20	28.44	\$2,275.20
15	26.17	\$2,093.60	27.19	\$2,175.20
14	25.07	\$2,005.60	26.17	\$2,093.60
13	23.96	\$1,916.80	25.07	\$2,005.60
12	23.02	\$1,841.60	23.96	\$1,916.80
11	22.22	\$1,777.60	23.02	\$1,841.60
10	21.32	\$1,705.60	22.22	\$1,777.60
9	20.47	\$1,637.60	21.32	\$1,705.60
8	19.76	\$1,580.80	20.47	\$1,637.60
7	18.88	\$1,510.40	19.76	\$1,580.80
6	18.15	\$1,452.00	18.88	\$1,510.40
5	17.31	\$1,384.80	18.15	\$1,452.00
4	16.72	\$1,337.60	17.31	\$1,384.80
3	15.97	\$1,277.60	16.72	\$1,337.60
2	15.48	\$1,238.40	15.97	\$1,277.60
1	14.97	\$1,197.60	15.48	\$1,238.40

WAGE SCHEDULE – F
EFFECTIVE JUNE 23, 2008
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	Step 1 Hourly	Step 1 Bi-Weekly	Step 2 Hourly	Step 2 Bi-Weekly
58				
56				
25	\$39.46	\$3,156.80	\$41.11	\$3,288.80
24	37.75	\$3,020.00	39.46	\$3,156.80
23	36.15	\$2,892.00	37.75	\$3,020.00
22	34.52	\$2,761.60	36.15	\$2,892.00
21	32.89	\$2,631.20	34.52	\$2,761.60
20	31.59	\$2,527.20	32.89	\$2,631.20
19	30.09	\$2,407.20	31.59	\$2,527.20
18	28.80	\$2,304.00	30.09	\$2,407.20
17	27.44	\$2,195.20	28.80	\$2,304.00
16	26.19	\$2,095.20	27.44	\$2,195.20
15	25.17	\$2,013.60	26.19	\$2,095.20
14	24.07	\$1,925.60	25.17	\$2,013.60
13	22.96	\$1,836.80	24.07	\$1,925.60
12	22.02	\$1,761.60	22.96	\$1,836.80
11	21.22	\$1,697.60	22.02	\$1,761.60
10	20.32	\$1,625.60	21.22	\$1,697.60
9	19.47	\$1,557.60	20.32	\$1,625.60
8	18.76	\$1,500.80	19.47	\$1,557.60
7	17.88	\$1,430.40	18.76	\$1,500.80
6	17.15	\$1,372.00	17.88	\$1,430.40
5	16.31	\$1,304.80	17.15	\$1,372.00
4	15.72	\$1,257.60	16.31	\$1,304.80
3	14.97	\$1,197.60	15.72	\$1,257.60
2	14.48	\$1,158.40	14.97	\$1,197.60
1	13.97	\$1,117.60	14.48	\$1,158.40

This Wage Schedule F is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule E.

WAGE SCHEDULE – G
EFFECTIVE JULY 6, 2009
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	Step 3 Hourly	Step 3 Bi-Weekly	Step 4 Hourly	Step 4 Bi-Weekly
58	\$47.94	\$3,835.20	\$49.87	\$3,989.60
56	44.00	\$3,520.00	45.90	\$3,672.00
25	41.67	\$3,333.60	43.37	\$3,469.60
24	39.91	\$3,192.80	41.67	\$3,333.60
23	38.26	\$3,060.80	39.91	\$3,192.80
22	36.59	\$2,927.20	38.26	\$3,060.80
21	34.91	\$2,792.80	36.59	\$2,927.20
20	33.57	\$2,685.60	34.91	\$2,792.80
19	32.02	\$2,561.60	33.57	\$2,685.60
18	30.69	\$2,455.20	32.02	\$2,561.60
17	29.29	\$2,343.20	30.69	\$2,455.20
16	28.01	\$2,240.80	29.29	\$2,343.20
15	26.96	\$2,156.80	28.01	\$2,240.80
14	25.82	\$2,065.60	26.96	\$2,156.80
13	24.68	\$1,974.40	25.82	\$2,065.60
12	23.71	\$1,896.80	24.68	\$1,974.40
11	22.89	\$1,831.20	23.71	\$1,896.80
10	21.96	\$1,756.80	22.89	\$1,831.20
9	21.08	\$1,686.40	21.96	\$1,756.80
8	20.35	\$1,628.00	21.08	\$1,686.40
7	19.45	\$1,556.00	20.35	\$1,628.00
6	18.69	\$1,495.20	19.45	\$1,556.00
5	17.83	\$1,426.40	18.69	\$1,495.20
4	17.22	\$1,377.60	17.83	\$1,426.40
3	16.45	\$1,316.00	17.22	\$1,377.60
2	15.94	\$1,275.20	16.45	\$1,316.00
1	15.42	\$1,233.60	15.94	\$1,275.20

WAGE SCHEDULE – H
EFFECTIVE JULY 6, 2009
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	Step 1 Hourly	Step 1 Bi-Weekly	Step 2 Hourly	Step 2 Bi-Weekly
58				
56				
25	\$40.67	\$3,253.60	\$42.37	\$3,389.60
24	38.91	\$3,112.80	40.67	\$3,253.60
23	37.26	\$2,980.80	38.91	\$3,112.80
22	35.59	\$2,847.20	37.26	\$2,980.80
21	33.91	\$2,712.80	35.59	\$2,847.20
20	32.57	\$2,605.60	33.91	\$2,712.80
19	31.02	\$2,481.60	32.57	\$2,605.60
18	29.69	\$2,375.20	31.02	\$2,481.60
17	28.29	\$2,263.20	29.69	\$2,375.20
16	27.01	\$2,160.80	28.29	\$2,263.20
15	25.96	\$2,076.80	27.01	\$2,160.80
14	24.82	\$1,985.60	25.96	\$2,076.80
13	23.68	\$1,894.40	24.82	\$1,985.60
12	22.71	\$1,816.80	23.68	\$1,894.40
11	21.89	\$1,751.20	22.71	\$1,816.80
10	20.96	\$1,676.80	21.89	\$1,751.20
9	20.08	\$1,606.40	20.96	\$1,676.80
8	19.35	\$1,548.00	20.08	\$1,606.40
7	18.45	\$1,476.00	19.35	\$1,548.00
6	17.69	\$1,415.20	18.45	\$1,476.00
5	16.83	\$1,346.40	17.69	\$1,415.20
4	16.22	\$1,297.60	16.83	\$1,346.40
3	15.45	\$1,236.00	16.22	\$1,297.60
2	14.94	\$1,195.20	15.45	\$1,236.00
1	14.42	\$1,153.60	14.94	\$1,195.20

This Wage Schedule H is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule G.

WAGE SCHEDULE - I
EFFECTIVE JULY 5, 2010
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	Step 3 Hourly	Step 3 Bi-Weekly	Step 4 Hourly	Step 4 Bi-Weekly
58	\$49.38	\$3,950.40	\$51.37	\$4,109.60
56	45.32	\$3,625.60	47.28	\$3,782.40
25	42.92	\$3,433.60	44.67	\$3,573.60
24	41.11	\$3,288.80	42.92	\$3,433.60
23	39.41	\$3,152.80	41.11	\$3,288.80
22	37.69	\$3,015.20	39.41	\$3,152.80
21	35.96	\$2,876.80	37.69	\$3,015.20
20	34.58	\$2,766.40	35.96	\$2,876.80
19	32.98	\$2,638.40	34.58	\$2,766.40
18	31.61	\$2,528.80	32.98	\$2,638.40
17	30.17	\$2,413.60	31.61	\$2,528.80
16	28.85	\$2,308.00	30.17	\$2,413.60
15	27.77	\$2,221.60	28.85	\$2,308.00
14	26.59	\$2,127.20	27.77	\$2,221.60
13	25.42	\$2,033.60	26.59	\$2,127.20
12	24.42	\$1,953.60	25.42	\$2,033.60
11	23.58	\$1,886.40	24.42	\$1,953.60
10	22.62	\$1,809.60	23.58	\$1,886.40
9	21.71	\$1,736.80	22.62	\$1,809.60
8	20.96	\$1,676.80	21.71	\$1,736.80
7	20.03	\$1,602.40	20.96	\$1,676.80
6	19.25	\$1,540.00	20.03	\$1,602.40
5	18.36	\$1,468.80	19.25	\$1,540.00
4	17.74	\$1,419.20	18.36	\$1,468.80
3	16.94	\$1,355.20	17.74	\$1,419.20
2	16.42	\$1,313.60	16.94	\$1,355.20
1	15.88	\$1,270.40	16.42	\$1,313.60

WAGE SCHEDULE – J
EFFECTIVE JULY 5, 2010
BASIC BI-WEEKLY WAGE RATES
ON 80 HOUR BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	Step 1 Hourly	Step 1 Bi-Weekly	Step 2 Hourly	Step 2 Bi-Weekly
58				
56				
25	\$41.92	\$3,353.60	\$43.67	\$3,493.60
24	40.11	\$3,208.80	41.92	\$3,353.60
23	38.41	\$3,072.80	40.11	\$3,208.80
22	36.69	\$2,935.20	38.41	\$3,072.80
21	34.96	\$2,796.80	36.69	\$2,935.20
20	33.58	\$2,686.40	34.96	\$2,796.80
19	31.98	\$2,558.40	33.58	\$2,686.40
18	30.61	\$2,448.80	31.98	\$2,558.40
17	29.17	\$2,333.60	30.61	\$2,448.80
16	27.85	\$2,228.00	29.17	\$2,333.60
15	26.77	\$2,141.60	27.85	\$2,228.00
14	25.59	\$2,047.20	26.77	\$2,141.60
13	24.42	\$1,953.60	25.59	\$2,047.20
12	23.42	\$1,873.60	24.42	\$1,953.60
11	22.58	\$1,806.40	23.42	\$1,873.60
10	21.62	\$1,729.60	22.58	\$1,806.40
9	20.71	\$1,656.80	21.62	\$1,729.60
8	19.96	\$1,596.80	20.71	\$1,656.80
7	19.03	\$1,522.40	19.96	\$1,596.80
6	18.25	\$1,460.00	19.03	\$1,522.40
5	17.36	\$1,388.80	18.25	\$1,460.00
4	16.74	\$1,339.20	17.36	\$1,388.80
3	15.94	\$1,275.20	16.74	\$1,339.20
2	15.42	\$1,233.60	15.94	\$1,275.20
1	14.88	\$1,190.40	15.42	\$1,233.60

This Wage Schedule J is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule I.

**SCHEDULE A
INDEX OF JOB TITLES**

Job number suffixes indicate automatic progression as follows:

- S – Starting job in automatic progression series
- P₁ – First step above starting job in automatic progression
- P₂ – Second step above starting job in automatic progression
- P₃ – Third step above starting job in automatic progression

Job No.	Job Title	Pay Group	Day [±]	Class of Employee Shift	Scheduled
9991	Administrative Specialist A	4	X		Note 1
9992	Administrative Specialist B	6	X		Note 1
9993	Administrative Specialist C	8	X		Note 1
9994	Administrative Specialist D	10	X		Note 1
9995	Administrative Specialist E	12	X		Note 1
9996	Administrative Specialist F	14	X		Note 1
9997	Administrative Specialist G	16	X		Note 1
413G	Associate Chemistry Technician	17	Note 2	X	
417G	Associate Designer	19	X		
419G	Associate Electrician	17	X		Note 1
422G	Associate HVAC Technician	17	X		Note 1
424G	Associate I&C Technician	17	X		Note 1
427G	Associate Machinist	17	X		Note 1
429G	Associate Maintenance Planner (E/M)	21			X
430G	Associate Maintenance Planner (I&C)	23			X
433G	Associate Materials Handler	14			X
436G	Associate Mechanic	17	X		Note 1
439G	Associate Plant Operator	15		X	
441G	Associate Radiation Protection Tech.	17	Note 3	X	
444G	Associate Welder	17	X		Note 1
414G	Chemistry Technician	23	Note 2	X	
415G	Chief Chemistry Technician	25	Note 2	X	
9253	Chief Computer Technician	24	X		Note 1
421G	Chief Electrician	23	X		Note 1
426G	Chief I&C Technician	25	X		Note 1
438G	Chief Mechanic	23	X		Note 1
9433	Chief Nuclear Security Officer	19		X	
443G	Chief Radiation Protection Technician	25	Note 3	X	
447G	Chief Reactor Operator	58		X	
435G	Chief Storekeeper	23	X		
418G	Designer	23	X		
416G	Drafting Technician	17	X		
420G	Electrician	21	X		Note 1
423G	HVAC Technician	21	X		Note 1
425G	I&C Technician	23	X		Note 1
410G	Janitor	1			X
411G	Locksmith	17	X		
428G	Machinist	21	X		Note 1
431G	Maintenance Planner (E/M)	23			X
432G	Maintenance Planner (I&C)	25			X
434G	Materials Handler	18			X
437G	Mechanic	21	X		Note 1
9403S	Nuclear Security Officer A	10		X	
9413P ₁	Nuclear Security Officer B	14		X	
9423	Nuclear Security Officer C	16		X	
440G	Plant Operator	21		X	
442G	Radiation Protection Technician	23	Note 3	X	
446G	Reactor Operator	56		X	
9223S	Technician A - Computer Nuclear	13	X		Note 1
9233P ₁	Technician B - Computer Nuclear	16	X		Note 1
9243P ₂	Technician C - Computer Nuclear	22	X		Note 1
412G	Utility Technician	10	X		Note 1
445G	Welder	21	X		Note 1

Note 1. Scheduled worker provision applies to a ratio of 3-2 to comparable day jobs in these specified classifications in accordance with the schedule worker to day worker ratio table in Schedule A.

Note 2. Employees in this classification prior to January 1, 1985, are classified Day Workers.

Note 3. Employees in this classification are subject to local understandings concerning Day and Shift complements.

SCHEDULE A
APPLICABLE RATIO OF SCHEDULED AND
DAY WORKERS BY DEPARTMENTAL/GROUP SIZE IN
SPECIFIED CLASSIFICATIONS

No. Of Emps. in Dept./			No. Of Emps. in Dept./		
Group	Applicable Ratio		Group	Applicable Ratio	
	Scheduled	Days		Scheduled	Days
1	0	1	51	31	20
2	1	1	52	31	21
3	2	1	53	32	21
4	2	2	54	32	22
5	3	2	55	33	22
6	4	2	56	34	22
7	4	3	57	34	23
8	5	3	58	35	23
9	5	4	59	35	24
10	6	4	60	36	24
11	7	4	61	37	24
12	7	5	62	37	25
13	8	5	63	38	25
14	8	6	64	38	26
15	9	6	65	39	26
16	10	6	66	40	26
17	10	7	67	40	27
18	11	7	68	41	27
19	11	8	69	41	28
20	12	8	70	42	28
21	13	8	71	43	28
22	13	9	72	43	29
23	14	9	73	44	29
24	14	10	74	44	30
25	15	10	75	45	30
26	16	10	76	46	30
27	16	11	77	46	31
28	17	11	78	47	31
29	17	12	79	47	32
30	18	12	80	48	32
31	19	12	81	49	32
32	19	13	82	49	33
33	20	13	83	50	33
34	20	14	84	50	34
35	21	14	85	51	34
36	22	14	86	52	34
37	22	15	87	52	35
38	23	15	88	53	35
39	23	16	89	53	36
40	24	16	90	54	36
41	25	16	91	55	36
42	25	17	92	55	37
43	26	17	93	56	37
44	26	18	94	56	38
45	27	18	95	57	38
46	28	18	96	58	38
47	28	19	97	58	39
48	29	19	98	59	39
49	29	20	99	59	40
50	30	20	100	60	40

Administrative Specialist (A-G)

Job Number: A-9991, B-9992, C-9993, D-9994, E-9995, F-9996, G-9997
Job Pay Group: 4-6-8-10-12-14-16

DUTIES:

With general supervision, perform a variety of common and specialized administrative tasks in support of power plant or related activities. Duties may be of a varied nature or dedicated to a specialized function. Work assignments may involve operation of various office equipment required to complete assigned tasks. Utilizes independent judgment and analysis for the coordination and monitoring of specific project/tasks. Perform any of the clerical duties assigned to Administrative Specialists at all pay levels, and to assist in their training or the training of others in this series. Will be required to support the Emergency Response Organization as needed.

QUALIFICATIONS:

1. Associates Degree or certificate of completion of formal program in related discipline or the equivalent combination of formal education/training and experience, with a minimum of one (1) year of clerical experience required.
2. Must initially demonstrate and maintain proficiency in computer software and office equipment, and the ability to quickly learn Company specific systems and software. Proficiency may be demonstrated through a Company validated test.
3. Demonstrate ability to communicate effectively, and interact with other departments in connection with job duties.
4. Demonstrated accuracy and attention to detail required.
5. Meet Site Requirements.

NOTE 1: Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become part of this job specification.

NOTE 2: Employees awarded and/or hired into a position after 1/1/05 must complete three (3) years as an Administrative Specialist to become eligible to submit bids on any other position listed in Schedule A of the labor agreement.

NOTE 3: An Administrative Specialist who accepts a position by the canvas process will be ineligible to be canvassed on other Administrative Specialist positions or submit bids for other positions listed in Schedule A of the labor agreement for a period of one (1) year.

NOTE 4: After demonstrating satisfactory overall performance as determined by the Company, the employees in this position will progress on the following schedule:

Pay group 4 to 6 in 2 years
Pay group 6 to 8 in 2 years
Pay group 8 to 10 in 2 years
Pay group 10 to 12 in 2 years
Pay group 12 to 14 in 2 years
Pay group 14 to 16 in 2 years

ASSOCIATE CHEMISTRY TECHNICIAN

Job Number: 413G

Job Pay Group: 17

DUTIES:

Performs sample collection and analyses, instrument calibrations, monitors station processes and is able to, as necessary, analyze information for detection of potential problems, draw conclusions, make recommendations and perform calculations. Evaluates results against limits and makes appropriate notifications. Provides training and oversight to other personnel. To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company. Performs Emergency Planning duties as assigned. This position requires completion of a chemistry qualification book.

QUALIFICATIONS:

- Bachelor's degree in Chemistry or Radiochemistry or related discipline or equivalent training and experience gained via completion of a service term in the Nuclear Navy.
- Applicants will be required to demonstrate a knowledge of the associated concepts of chemistry, radiochemistry as well as college level physics and mathematics. A basic understanding of laboratory instruments is also required.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must pass a validated aptitude test.
- Must satisfactorily complete Plant Access and Radiation Safety Training as required including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of a chemistry qualification book within two years. Upon successful completion, the incumbent will be promoted to Chemistry Technician. The successful completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE DESIGNER

Job Number: 417G

Job Pay Group: 19

DUTIES:

To design minor construction projects and minor parts of major construction projects of all types and to prepare and maintain related engineering documents doing drafting work as required and perform such duties as:

- Develop the design of minor parts of electrical, mechanical or structural projects and assist in the design of major parts of such projects.
- Develop and prepare project drawings.
- Make engineering computations.
- Assist in the preparation of engineering studies, analysis, and reports, making engineering calculations as required.
- Assist in the preparation of cost estimates, specifications and budget requests.
- Prepare bills of material for minor projects and assist in their preparation for major projects.
- Perform field walk downs for minor projects and minor parts of major projects.
- Provides training and oversight to other personnel and leads other personnel.
- Performs emergency response duties as assigned.
- To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.

QUALIFICATIONS:

- AAS Degree in applicable engineering discipline.
- Four years' experience in drafting.
- Knowledge of materials and equipment used in construction.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Refer to Memorandum of Understanding - Engineering Department – Education Qualifications for Drafting Technician, Designer and Instrument Operator Jobs dated 9/83

ASSOCIATE ELECTRICIAN

Job Number: 419G

Job Pay Group: 17

DUTIES:

Performs skilled electrical work in the inspection, repair, testing, adjustment, installation and removal of nuclear power plant equipment. Inspects, repairs, installs and removes motors, generators, transformers, switches, and electrical signal and communication systems, along with their control equipment and wiring. Locates and repairs failures in electrical circuits and equipment. Installs test apparatus on electrical equipment. Documents complex electrical wiring in schematic diagrams. Assists other maintenance and modifications crafts. Provides training and oversight to other personnel. Performs emergency response duties as assigned. To be assigned as needed to support decon, housekeeping, painting, calibration, tool room work and other duties as assigned by the Company. This position requires completion of an Electrician qualification book.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited electrical training program with a minimum of 4 years electrical experience (Trades, Navy Nuclear – electrical specific or an INPO accredited electrical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training, including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to an Electrician. The successful completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE HVAC TECHNICIAN

Job Number: 422G

Job Pay Group: 17

DUTIES:

Install, maintain, operate, troubleshoot, repair components, controls and related equipment for refrigeration, air conditioning, heating, cooling, ventilating units and systems, utilizing appropriate equipment and tools. Perform layouts, specify lists of materials and parts to complete repairs. Perform brazing, soldering, flame cutting operations as required. Fabricate and install refrigerant piping systems. Operate material handling equipment, vehicles to move parts, items and manpower. Completes necessary paperwork, reports and notifies responsible personnel of irregularities and shortages. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Assists other maintenance and modifications crafts. Provides training and oversight to other personnel. Performs emergency response duties as assigned.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed a federally approved HVAC training program with a minimum of 4 years HVAC experience or an equivalent combination of experience and/or training.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain mechanical/HVAC qualification book as determined by the Company.
- Must be certified for Freon recovery.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a HVAC Technician. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE I&C TECHNICIAN

Job Number: 424G
Job Pay Group: 17

DUTIES:

Inspects, tests, repairs and calibrates instrument systems including reactor and turbine plant control and protective equipment, radiation counting and detecting instrumentation and security equipment. Tests all types of meters and gauges in the plant. Performs corrective or routine maintenance duties including decontamination, cleaning and replacing components of circuits. Maintains accurate records of instrument calibration and work performed. Installs, tests and maintains all types of relays when used in connection with the most involved control systems and equipment arrangements at major stations on the bulk power system. Tests equipment involving the bulk power system such as large circuit breakers. Tests and maintains the complicated equipment such as supervisory, tone, telemetering and carrier equipment. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Provides training and oversight to other personnel. Performs emergency response duties as assigned. Assists other maintenance and modifications crafts. This position requires the completion of an I&C Technician qualification book.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited process controls training program with a minimum of 4 years process controls experience (Trades, Navy Nuclear – process controls specific or an INPO accredited process controls maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access .
- Must successfully complete and maintain an Associate I&C Technician qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within a series.
- Successful completion, as determined by the Company, of an I&C Tech qualification book is required within two years. Upon successful completion the incumbent will be promoted to an I&C Technician. The successful completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

NOTE: This job specification combines duties previously performed under the Relay Tester, RP Calibrations and Security I&C job specifications.

ASSOCIATE MACHINIST

Job Number: 427G

Job Pay Group: 17

DUTIES:

Performs precision machining operations on equipment which is impractical to bring to the Machine Shop, using boring bars, tool components, milling machines and drilling machines. Designs and fabricates equipment and supports for on-site machining operations. Operates all types of machine shop equipment such as lathes, grinders, shapers, boring mills, planers, milling machines, bolt and pipe threaders. Fabricates precision replacement or repair parts for all types of power plant equipment from all types of metallic and plastic material working from blue prints, sketches, samples or other instructions. Takes precision field measurements and prepares sketches for fabrications and repairs. Inspects and repairs high pressure safety, gate, globe and control valves in field and shop. Performs metalizing operations to restore worn parts to original dimensions. Tests and inspects stationary and portable grinding wheels and drivers. Operates shop cranes. Assists other maintenance and modifications crafts. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel. This position requires the completion of a Machinist qualification book.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited machinist training program with a minimum of 4 years machinist experience (Trades, Navy Nuclear – machinist specific or an INPO accredited machinist maintenance)
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Machinist. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE MAINTENANCE PLANNER (Electrical/Mechanical)

Job Number: 429G

Job Pay Group: 21

DUTIES:

- Assists in the design of planned work and design change packages
- Conducts field walk downs to identify and analyze corrective, preventative, modification and surveillance work activities
- Defines procedures, drawings, specifications, vendor information, equipment and materials required to perform planned work packages
- Acts as a liaison with the engineering, procurement, operations, other departments as required and/or vendors to coordinate activities
- Develops work standards to support work packages
- May provide guidance to other personnel to develop detailed elements of work packages
- Prepare technical reports including the corrective action program
- Provides training and oversight to other personnel and leads work crews.
- To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.
- Performs emergency response duties as assigned.
- This position requires completion of a maintenance planner qualification book.

QUALIFICATIONS:

- Must have a minimum of a two year technical degree or equivalent (Trades, Navy Nuclear or an INPO accredited electrical/mechanical/I&C maintenance training program).
- Must have at least 5 years of related experience with a minimum of 2 years experience at highest level within a designated maintenance series (electrical/mechanical/I&C)
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.
- To be assigned as needed to support decon, housekeeping, painting, and other duties as assigned by the Company.
- Must pass a validated aptitude test.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Maintenance Planner. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Incumbents who do not successfully complete their qualification book as determined by the Company, the incumbent will be demoted to a journey level position in their respective discipline.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE MAINTENANCE PLANNER (I&C)

Job Number: 430G

Job Pay Group: 23

DUTIES:

- Assists in the design of planned work and design change packages
- Conducts field walk downs to identify and analyze corrective, preventative, modification and surveillance work activities
- Defines procedures, drawings, specifications, vendor information, equipment and materials required to perform planned work packages
- Acts as a liaison with the engineering, procurement, operations, other departments as required and/or vendors to coordinate activities
- Develops work standards to support work packages
- May provide guidance to other personnel to develop detailed elements of work packages
- Prepare technical reports including the corrective action program
- Provides training and oversight to other personnel and leads work crews.
- To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.
- Performs emergency response duties as assigned.
- This position requires completion of a maintenance planner qualification book.

QUALIFICATIONS:

- Must have a minimum of a two year technical degree or equivalent (Trades, Navy Nuclear or an INPO accredited electrical/mechanical/I&C maintenance training program).
- Must have at least 5 years of related experience with a minimum of 2 years experience at highest level within a designated maintenance series (electrical/mechanical/I&C)
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.
- To be assigned as needed to support decon, housekeeping, painting, and other duties as assigned by the Company.
- Must pass a validated aptitude test.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Maintenance Planner. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Incumbents who do not successfully complete their qualification book as determined by the Company, the incumbent will be demoted to a journey level position in their respective discipline.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE MATERIALS HANDLER

Job Number: 433G

Job Pay Group: 14

DUTIES:

Performs warehousing duties such as receiving, shipping, storage, inventory, issue, and staging of nuclear safety and non-safety related materials (including hazardous and non-hazardous materials), tools and equipment. Ensures materials are handled, documented, stored, and segregated in accordance with applicable site, ANSI, OSHA and NRC procedures and requirements. Utilizes a computer-based materials management system to maintain shipping, warehousing and distribution documentation. Operates forklift and other materials-handling equipment. Maintains qualifications for commercial materials transportation. Handles materials weighing up to 40 pounds. Operates vehicles. To be assigned as needed to support decon, housekeeping, painting, driving, pick up and delivery of mail, materials and supplies and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel. This position requires the completion of a Materials Handler qualification book.

QUALIFICATIONS:

- High school diploma or equivalent and two years warehousing related work experience
- Commercial Driver's License Class B – to be maintained
- Qualified to use and operate electric and gasoline powered forklifts, cranes, and other related material handling equipment.
- Must be able to handle materials and equipment safely to prepare satisfactorily the records and reports required and have sufficient knowledge to identify various types and varieties of materials held in stores.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position which includes but is not limited to frequent lifting, bending, twisting and reaching. This is a physically demanding position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Materials Handler. The successful completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
 - Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
 - Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
 - Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE MECHANIC

Job Number: 436G

Job Pay Group: 17

DUTIES:

Performs skilled mechanical work in the inspection, repair, testing, adjustment, installation and removal of nuclear power plant equipment. Inspects and repairs turbines, heat exchangers, pumps fans, and similar equipment. Aligns and balances rotating equipment. May set up and operate lathes, milling machines, shapers, drill presses and other machine tools in the performance of machine work to close tolerances. Assists other maintenance and modifications crews. Performs emergency response duties as assigned. To be assigned as needed to support decon, housekeeping, painting, calibration, tool room work and other duties as assigned by the Company. Provides training and oversight to other personnel. This position requires completion of a Mechanic qualification book.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited mechanical training program with a minimum of 4 years mechanical experience (Trades, Navy Nuclear – mechanical specific or an INPO accredited mechanical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training, including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Mechanic. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE PLANT OPERATOR

Job Number: 439G

Job Pay Group: 15

DUTIES:

Operates, inspects and services plant equipment usually contained in a nuclear power plant. Operates manually controlled equipment and remotely controlled equipment from locations other than the central control room. Determines operating status of equipment from previous shift personnel and log entries. Checks cause of operating problems and reports to supervisor. Maintains a log recording unusual events and changes in operating conditions. Provides direction and provides operations training of all personnel. Perform fire protection duties such as response to fire, rescue, hazardous material incidences, first aid requirements, logs and record keeping. To be assigned as needed to support decon, housekeeping, painting work and other duties as assigned by the Company. Performs emergency response duties as assigned. This position requires the completion of the Plant Operator qualification book.

QUALIFICATIONS:

- Must have satisfactorily completed college level training or equivalent in a minimum of three (3) math/science curriculum courses: physics, thermodynamics, fluid mechanics, electricity, chemistry and associated math. (The applicant may be required to demonstrate this required level of knowledge);
- Must meet the ANSI standard for this position.
- Must also have ability to read basic diagrams and prints;
- Must pass required NRC license physical examination.
- Must be physically capable of performing the essential functions of this position.
- Must pass the POSS test or other validated aptitude test.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must complete fire brigade member qualifications based on operational needs.
- May be required to obtain CPR certification based on operational needs.
- Must complete Radwaste Level 1 and Level 2 qualifications.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the Plant Operator qualification book within 3 years. Upon successful completion the incumbent will be promoted to an Plant Operator. The completion of the Plant Operator qualification book is primarily the responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Due to initial training requirements associated with this position, for the purposes of performance assessment, Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, must successfully complete an additional 6 month probationary period for a total of 12 months. If he/she is not successful, the Company has the sole discretion to terminate his/her employment without regard to other provisions of the agreement (treated as a probationary employee), but he/she will be regarded as a regular employee *for benefits purposes only* after the first 6 months.

- If an existing bargaining unit employee (not rehire) bids and is awarded an Associate Plant Operator position and is deemed by the Company to be unsuited for the duties of the new position within the first 12 months, the employee shall be returned to his/her previously regularly held position per Article XI, Section 4(j). It is understood that if his/her previous position has been filled, he/she will be returned into that position resulting in a domino effect. No new positions will be created as part of this process.
- If a rehire is awarded an Associate Plant Operator position from the rehire list, he/she will undergo a 12 month probationary period for purposes of performance assessment only. If he/she is not successful during this probationary period, he/she will return to the rehire list.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- For additional operator requirements refer to Memorandum of Understanding – Nuclear Auxiliary Operator Job Series dated 3/29/01

ASSOCIATE RADIATION PROTECTION TECHNICIAN

Job Number: 441G

Job Pay Group: 17

DUTIES:

Control access and egress for Radiologically Controlled Areas. Measure radiation and contamination levels and record radiological data. Operate and maintain radiation protection equipment. Provide radiological support through briefings and surveys/job coverage for normal and emergency situations. Provides training and oversight to any personnel and leads crews. Process Radiation Work Permits. Process personnel dosimetry including issuance and return. Collect data, run tests and prepare reports. Review and provide input for procedure development and revision. Perform Radioactive Material processing, packaging, shipment and transfers including radiological surveys/job coverage, and associated equipment setup, teardown and movements. Perform decon, housekeeping, painting, hydrolasing, laundry, shielding activities, and other duties as assigned by the Company. Performs emergency response duties as assigned. This position requires the completion of a Radiation Protection Technician qualification book.

QUALIFICATIONS:

- Must have satisfactorily completed college level training in the basic concepts of physics, chemistry, radiochemistry and the measurement of nuclear radioactivity and laboratory instruments, and associated math (the applicant may be required to demonstrate this required level of knowledge);
- Must also have ability to read diagrams and prints, be able to prepare acceptable sketches and reports;
- Must have knowledge of reactor and power plant operation sufficient to analyze problems, make necessary calculations.
- Must be able to assign and direct the work of others.
- Must meet the ANSI 3.1 standard for this position.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must pass a validated aptitude test.
- Must satisfactorily complete Plant Access and Radiation Safety Training including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Radiation Protection Technician. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

ASSOCIATE WELDER

Job Number: 444G

Job Pay Group: 17

DUTIES:

Performs welding work required in the maintenance, repair and construction of all types of nuclear power plant equipment and pressure vessels. Welds metal with electric arc (including inert gas shielded) and acetylene where insurance, state or federal certification is required. Brazes or silver-solders metals. Assembles piping, valves and fittings by welding. Develops layout and then fabricates steel plate and structural shapes for repairs to buildings and equipment. Must be certified by either state or federal authorities. Assists other maintenance and modifications crafts. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel. This position requires the completion of a Welder qualification book.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have 3 years welding experience, satisfactorily completed an accredited mechanical training program with a minimum of 4 years mechanical experience (Trades, Navy Nuclear – mechanical specific or an INPO accredited mechanical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Successful completion, as determined by the Company, of the qualification book is required within two years. Upon successful completion the incumbent will be promoted to a Welder. The completion of the qualification book is the primary responsibility of the incumbent with supervisory oversight.
- Represented employees hired after the signing date of the 2006 Collective Bargaining Agreement, who do not successfully complete their qualification book within two years will be terminated.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

CHEMISTRY TECHNICIAN

Job Number: 414G

Job Pay Group: 23

DUTIES:

Performs sample collection and analyses, instrument calibrations, monitors stations processes and is able to, as necessary, analyze information for detection of potential problems, perform calculations, prepare comprehensive reports, draw conclusions and make recommendations. Evaluate results against limits and makes appropriate notifications. Provides training and oversight to other personnel, and leads work crews. Plans and administers technician assignments for the completion of chemistry samples, analyses, calibrations, surveillances, etc. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Performs emergency planning duties as assigned. Disposition of condition reports and corrective actions. May be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.

QUALIFICATIONS:

- Successful performance and completion of activities specified as part of a Chemistry qualification guide.
- Bachelor's degree in Chemistry or Radiochemistry or related discipline or equivalent training and experience gained via completion of a service term in the Nuclear Navy.
- Applicants will be required to demonstrate knowledge of the associated concepts of chemistry, radiochemistry as well as college level physics and mathematics. A basic understanding of laboratory instruments is also required.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must pass a validated aptitude test.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain an Chemistry Technician qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

CHIEF
(Reactor Operator-447G, Instrument & Controls Technician-426G, Chemistry Technician-415G, Radiation Protection Technician-443G, Electrician-421G, Mechanic-438G, Storekeeper-435G)

Job Number: referenced above
Job Pay Group: Elec/Mech/Storekeeper 23
I&C/Chem/RP 25
Ops 58

DUTIES:

- Directs, controls, coordinates, and observes the work activities of represented and contract personnel.
- Provides detailed training of all personnel.
- Directs compliance with the company's Quality Assurance Program, the Site's administrative requirements, procedures, various codes, standards and regulatory guides to which work must be performed.
- Evaluates and observes programs and personnel and recommends changes to optimize outage length, cost, work quality and equipment availability.
- Communicates Company policies, procedures, and practices. Promotes three-way communication with employees and addresses employee concerns using appropriate resources as necessary.
- Enforces safety and occupational health work procedures and housekeeping requirements.
- Ensures safekeeping of company materials, tools, equipment and resources. Assigns and observes work.
- Explains work procedures and solves work problems.
- Controls quantity, quality and promptness of work performed as measured against accepted standards.
- Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment within the area of oversight.
- Provides accurate, timely and constructive performance feedback in order to help others improve and succeed.
- Conducts coaching concerning work problems and productivity in a positive and productive manner. Seeks opportunities to provide appropriate recognition.
- Uses teambuilding, goal setting, and change management strategies to promote a productive work environment that values quality of life.
- Interfaces with all levels of management, represented, contractors and external agencies.
- May serve on site committees/teams as required (such as Emergency Response, Training Advisory Committee, HIT teams, etc.)
- Disposition of condition reports and corrective actions.
- Performs work of applicable discipline.
- To be assigned as needed to support decon, housekeeping, and painting work and other duties as assigned by the Company.

QUALIFICATIONS:

- Must meet job specifications, qualifications, and additional requirements of all lower rated positions within the respective discipline.
- Must pass validated aptitude test.
- Demonstrated ability to lead people and build and maintain effective team relationships.
- Familiarity with leadership and managerial methods for effective personnel utilization.

CHIEF
(Reactor Operator-447G, Instrument & Controls Technician-426G, Chemistry
Technician-415G,
Radiation Protection Technician-443G, Electrician-421G, Mechanic-438G, Storekeeper-
435G) (Cont.)

- Written and oral communication.
- Analytical and problem solving skills coupled with the ability to make and implement decisions.
- Must meet the ANSI standard for this position as required.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC physical and psychological testing regulations if applicable.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain a Chief qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- If an incumbent demonstrates the inability to successfully perform the Chief role as determined by the Company, the incumbent will be demoted to a journey level position in their respective discipline.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- For additional operator requirements refer to Memorandum of Understanding – Nuclear Auxiliary Operator Job Series dated 3/29/01

CHIEF NUCLEAR SECURITY OFFICER

Job Number: 9433
Job Pay Group: 19

DUTIES:

Under general supervision to work with and direct the work of Nuclear Security Officers assigned to the shift and assist in the training of employees of lower classification.

QUALIFICATIONS:

- Must have at least two (2) years' experience as a Nuclear Security Officer C.
- Must have ability to direct employees of lower classification.
- Must be qualified in Central Alarm Station or Immediate Reaction Force Training as designated.
- Must be a United States citizen with no record of felony convictions possessing a valid New York State driver's license and a New York State License to carry a pistol.
- Must be in general good health as determined by a physician on an annual basis.

NOTE: Employees who have completed five (5) years in Nuclear Security Officer job series are eligible to submit bids on any other job in Schedule A of the Labor Agreement.

CHIEF TECHNICIAN - COMPUTER – NUCLEAR

Job Number: 9253
Job Pay Group: 24

DUTIES:

Under general supervision, to be responsible for the work performed by a small group of computer technicians; to arrange for the conduct of routine surveillance activities, the completion of reports, calibrations, etc., and will perform the higher types of work.

QUALIFICATIONS:

- Must have completed two years as a Technician C - Computer - Nuclear.
- Must have demonstrated capability to perform Technician C - Computer - Nuclear work and have knowledge of reactor and power plant operation sufficient to analyze problems, make necessary calculations, prepare comprehensive reports, draw conclusions and prepare recommendations. Assignment as Chief Technician -Computer - Nuclear may be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be able to assign and direct the work of others.
- Must be physically capable of performing assigned duties.

DESIGNER

Job Number: 418G

Job Pay Group: 23

DUTIES:

To develop engineering documents of all types, to prepare studies, reports, specifications and estimates, to guide and check the work of Drafting Technicians and Associate Designers to do drafting work as required and perform such duties as:

- Prepare/check the preparation of engineering documents of all types
- Prepare/check studies, analyses and reports relating to the design, operation and maintenance of existing facilities,
- Prepare/check engineering calculations;
- Make engineering calculations as required to check adequacy of design;
- Check engineering documents from contractors, manufacturers, or other outside sources;
- Perform walk downs, special test, shop inspections, and data collection;
- Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment.
- Disposition of condition reports and corrective actions.
- Provides training, oversight and leads other personnel.
- To be assigned as needed to support decon, housekeeping, and painting and other duties as assigned by the Company.
- Perform emergency response duties as assigned.

QUALIFICATIONS:

- AAS Degree in applicable engineering discipline,
- Five years' experience including three years in suitable lower grade design work;
- Must be physically capable of performing the essential functions of this position.
- Detailed knowledge of materials and equipment used in construction;
- Demonstrated knowledge of engineering fundamentals;
- Knowledge of Company accounting and budget procedures;
- Ability to work with and guide the work of others.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training and maintain unescorted access.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Must meet requirement of NRC psychological testing regulations.
- Refer to Memorandum of Understanding - Engineering Department – Education Qualifications for Drafting Technician, Designer and Instrument Operator Jobs dated 9/83

DRAFTING TECHNICIAN

Job Number: 416G

Job Pay Group: 17

DUTIES:

- Perform document updates.
- Prepare or revise finished documents designed or engineered by others;
- Develop simple drawings, parts of drawings and details from complete information assembled from various sources;
- Perform field walk downs including the taking of field measurements.
- Performance of duties involving the use of CADD, word processing, and database software.
- To be assigned as needed to support decon, housekeeping, painting work and other duties as assigned by the Company.
- Performs emergency response duties as assigned.
- Provides training and oversight to other personnel.

QUALIFICATIONS:

- Possession of an acceptable AAS Degree in Electrical, Mechanical or Construction (Civil/Structural) Technology, or related two year technical AAS Degree.
- Successful completion of two (2) semesters of Engineering/Mechanical Drafting which may include 1 semester of computer aided design and drafting CADD course work in place of 1 semester of conventional drafting course, or two (2) years of acceptable drafting experience from outside concerns.
- Training in mechanical drawing;
- Ability to use drafting equipment in a skillful manner;
- Ability to do satisfactory drafting, freehand and guide lettering.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training, Radiation Safety Training and maintain unescorted access.
- Refer to Memorandum of Understanding - Engineering Department – Education Qualifications for Drafting Technician, Designer and Instrument Operator Jobs dated 9/83

ELECTRICIAN

Job Number: 420G

Job Pay Group: 21

DUTIES:

Performs skilled electrical work in the inspection, repair, testing, adjustment, installation and removal of nuclear power plant equipment. Inspects, repairs, installs and removes motors, generators, transformers, switches, and electrical signal and communication systems, along with their control equipment and wiring. Locates and repairs failures in electrical circuits and equipment. Installs test apparatus on electrical equipment. Disposition of condition reports and corrective actions. Documents complex electrical wiring in schematic diagrams. Assists other maintenance and modifications crafts. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited electrical training program with a minimum of 4 years electrical experience (Trades, Navy Nuclear – electrical specific or an INPO accredited electrical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain an Electrician qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for upgrading within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

HVAC TECHNICIAN

Job Number: 423G

Job Pay Group: 21

DUTIES:

Install, maintain, operate, troubleshoot, repair components, controls and related equipment for refrigeration, air conditioning, heating, cooling, ventilating units and systems, utilizing appropriate equipment and tools. Perform layouts, specify lists of materials and parts to complete repairs. Perform brazing, soldering, flame cutting operations as required. Fabricate and install refrigerant piping systems. Operate material handling equipment, vehicles to move parts, items and manpower. Completes necessary paperwork, reports and notifies responsible personnel of irregularities and shortages. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Assists other maintenance and modifications crafts. Provides training and oversight to other personnel and leads work crews. Disposition of condition reports and corrective actions. Performs emergency response duties as assigned.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed a federally approved HVAC training program with a minimum of 4 years HVAC experience or an equivalent combination of experience and/or training.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualification the qualification book as determined by the Company.
- Must be certified for Freon recovery.

ADDITIONAL REQUIREMENTS:

- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

I&C TECHNICIAN

Job Number: 425G

Job Pay Group: 23

DUTIES:

Inspects, tests, repairs and calibrates instrument systems including reactor and turbine plant control and protective equipment, radiation counting and detecting instrumentation and security equipment. Tests all types of meters and gauges in the plant. Performs corrective or routine maintenance duties including decontamination, cleaning and replacing components of circuits. Maintains accurate records of instrument calibration and work performed. Installs, tests and maintains all types of relays when used in connection with the most involved control systems and equipment arrangements at major stations on the bulk power system. Tests equipment involving the bulk power system such as large circuit breakers. Tests and maintains the complicated equipment such as supervisory, tone, telemetering and carrier equipment. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Provides training and oversight to other personnel and leads work crews. Performs emergency response duties as assigned. Assists other maintenance and modifications crafts. Disposition of condition reports and corrective actions.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited process controls training program with a minimum of 4 years process controls experience (Trades, Navy Nuclear – process controls specific or an INPO accredited process controls maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access .
- Must successfully complete and maintain an Associate I&C Technician qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for upgrading within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

NOTE: This job specification combines duties previously performed under the Relay Tester, RP Calibrations and Security I&C job specifications.

JANITOR

Job Number: 410G
Job Pay Group: 1 (modified)

DUTIES:

Dust, polish and move furniture, sweep and scrub floors, clean restrooms and locker rooms, wash windows and do other general cleaning as required, snow removal, trash removal, mow and tend lawns. Performs emergency response duties as assigned. Provides on-the-job training to other personnel. Other duties as assigned by the Company.

QUALIFICATIONS:

- Must have a High School Diploma or equivalent.
- Must have one year of previous work experience in janitorial.
- Must satisfactorily complete Plant Access Training and maintain unescorted access.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must hold a Class D Drivers License.

ADDITIONAL REQUIREMENTS:

- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.

LOCKSMITH

Job Number: 411G

Job Pay Group: 17

DUTIES:

Perform door and door hardware related tasks which would include such duties as: troubleshoot and evaluate reported problems; make keys by code; master key various lock systems; repair/replace various types of doors and door hardware including associated electrical attachments; change lock/safe combinations; maintain accurate computerized records for keys and combinations; able to properly use key coding manuals; maintain required record keeping; and prepare work requests. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- Must have completed an accredited course (resident or correspondence) in locksmithing.
- Must have (4) years locksmithing experience.
- Must have ability to read diagrams and blueprints.
- Must be familiar with applicable site procedures and policies.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training and maintain unescorted access.

ADDITIONAL REQUIREMENTS:

- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of three (3) years.

MACHINIST

Job Number: 428G
Job Pay Group: 21

DUTIES:

Performs precision machining operations on equipment which is impractical to bring to the Machine Shop, using boring bars, tool components, milling machines and drilling machines. Designs and fabricates equipment and supports for on-site machining operations. Operates all types of machine shop equipment such as lathes, grinders, shapers, boring mills, planers, milling machines, bolt and pipe threaders. Fabricates precision replacement or repair parts for all types of power plant equipment from all types of metallic and plastic material working from blue prints, sketches, samples or other instructions. Takes precision field measurements and prepares sketches for fabrications and repairs. Inspects and repairs high pressure safety, gate, globe and control valves in field and shop. Inspects contractors' work. Performs metalizing operations to restore worn parts to original dimensions. Tests and inspects stationery and portable grinding wheels and drivers. Operates shop cranes. Assists other maintenance and modifications crafts. Disposition of condition reports and corrective actions. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited machinist training program with a minimum of 4 years machinist experience (Trades, Navy Nuclear – machinist specific or an INPO accredited machinist maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain a Machinist qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

MAINTENANCE PLANNER (Electrical/Mechanical)

Job Number: 431G

Job Pay Group: 23

DUTIES:

- Assists in the design of planned work and design change packages
- Conducts field walk downs to identify and analyze corrective, preventative, modification and surveillance work activities
- Defines procedures, drawings, specifications, vendor information, equipment and materials required to perform planned work packages
- Acts as a liaison with the engineering, procurement, operations, other departments as required and/or vendors to coordinate activities
- Develops work standards to support work packages
- May provide guidance to other personnel to develop detailed elements of work packages
- Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment.
- Prepare technical reports.
- Disposition of Condition Reports and corrective actions.
- Provides training and oversight to other personnel, and leads work crews.
- To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.
- Performs emergency response duties as assigned.

QUALIFICATIONS:

- Must have a minimum of a two year technical degree or equivalent
- Must have at least 5 years of related experience with a minimum of 2 years experience at highest level within a designated maintenance series (electrical/mechanical/I&C)
- Must have strong understanding of work control processes and programs.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.
- Must pass a validated aptitude test.
- Must successfully complete and maintain the qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

MAINTENANCE PLANNER (I&C)

Job Number: 432G

Job Pay Group: 25

DUTIES:

- Assists in the design of planned work and design change packages
- Conducts field walk downs to identify and analyze corrective, preventative, modification and surveillance work activities
- Defines procedures, drawings, specifications, vendor information, equipment and materials required to perform planned work packages
- Acts as a liaison with the engineering, procurement, operations, other departments as required and/or vendors to coordinate activities
- Develops work standards to support work packages
- May provide guidance to other personnel to develop detailed elements of work packages
- Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment.
- Prepare technical reports.
- Disposition of Condition Reports and corrective actions.
- Provides training and oversight to other personnel, and leads work crews.
- To be assigned as needed to support decon, housekeeping, painting and other duties as assigned by the Company.
- Performs emergency response duties as assigned.

QUALIFICATIONS:

- Must have a minimum of a two year technical degree or equivalent
- Must have at least 5 years of related experience with a minimum of 2 years experience at highest level within a designated maintenance series (electrical/mechanical/I&C)
- Must have strong understanding of work control processes and programs.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access and Radiation Safety Training and maintain unescorted access.
- Must pass a validated aptitude test.
- Must successfully complete and maintain the qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

MATERIALS HANDLER

Job Number: 434G

Job Pay Group: 18

DUTIES:

Performs warehousing duties such as receiving, shipping, storage, inventory, issue, and staging of nuclear safety and non-safety related materials (including hazardous and non-hazardous materials), tools and equipment. Ensures materials are handled, documented, stored, and segregated in accordance with applicable site, ANSI, OSHA and NRC procedures and requirements. Utilizes a computer-based materials management system to maintain shipping, warehousing and distribution documentation. Operates forklift and other materials-handling equipment. Maintains qualifications for commercial materials transportation. Handles materials weighing up to 40 pounds. Operates vehicles. Disposition of condition reports and corrective actions. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes and equipment. To be assigned as needed to support decon, housekeeping, painting, driving, pick up and delivery of mail, materials and supplies and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- High school diploma or equivalent and two years related warehousing work experience
- Commercial Driver's License Class B – to be maintained
- Qualified to use and operate electric and gasoline powered forklifts, cranes, and other related material handling equipment.
- Must be able to handle materials and equipment safely to prepare satisfactorily the records and reports required and have sufficient knowledge to identify various types and varieties of materials held in stores.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position which includes but is not limited to frequent lifting, bending, twisting and reaching. This is a physically demanding position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training, Radiation Safety Training and maintain unescorted access.
- Must maintain the Materials Handler qualification book.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

MECHANIC

Job Number: 437G

Job Pay Group: 21

DUTIES:

Performs skilled mechanical work in the inspection, repair, testing, adjustment, installation and removal of nuclear power plant equipment. Inspects and repairs turbines, heat exchangers, pumps fans, and similar equipment. Aligns and balances rotating equipment. May set up and operate lathes, milling machines, shapers, drill presses and other machine tools in the performance of machine work to close tolerances. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Assists other maintenance and modifications crafts. Disposition of condition reports and corrective actions. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have satisfactorily completed an accredited mechanical training program with a minimum of 4 years mechanical experience (Trades, Navy Nuclear – mechanical specific or an INPO accredited mechanical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain the Mechanic qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

NUCLEAR SECURITY OFFICER A

Job Number: 9403S
Job Pay Group: 10

DUTIES:

Under direct supervision, as a shift worker, to enforce all rules, regulations and instructions as required to provide protective security. Would require duties such as control all points of vehicle and personnel access to prevent unauthorized entry; register visitors and provide escort as required; conduct inspection tours and ensure the security of the facility; conduct searches of personnel and access vehicles to detect the presence of firearms, explosives, incendiary devices or other items which could be used for industrial sabotage; check all bundles and material removed from the premises and collect passes which itemize such material and authorize its removal; inspect perimeter intrusion detection systems for performance; control access points monitored by closed circuit television where applicable and other associated duties as required. Required to participate in Central Alarm Station or Response Force training.

QUALIFICATIONS:

- Must be a trustworthy person who can be depended upon to maintain vigilance at all times.
- Must be a United States citizen with no record of felony convictions possessing a valid New York State driver's license and a New York State license to carry a pistol.
- Must be a minimum age of 21.
- Must be in general good health as determined by a physician on an annual basis.

NOTE I: Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualification of this position will become a part of this job specification.

NOTE II: Employees who have completed five (5) years in Nuclear Security Officer job series are eligible to submit bids on any other job in Schedule A of the Labor Agreement.

NOTE III: Employees who after eighteen (18) months as a Nuclear Security Officer A and having attended pro training in Central Alarm Station or Response Force duties will be promoted to Nuclear Security Officer B.

NUCLEAR SECURITY OFFICER B

Job Number: 9413P₁
Job Pay Group: 14

DUTIES:

Under general supervision, as a shift worker, to enforce all rules, regulations and instructions as required to provide protective security including all duties and activities of the Central Alarm Stations or Response Force. Would require duties such as control all points of vehicles and personnel access to prevent unauthorized entry; register visitors and provide escort as required; conduct inspection tours to ensure the security of the facility; conduct searches of personnel and access vehicles to detect the presence of firearms, explosives, incendiary devices or other items which could be used for industrial sabotage; check all bundles and material removed from the premises and collect passes which itemize such material and authorize its removal; inspect perimeter intrusion detection systems for performance; control access points monitored by closed circuit television where applicable and other associated duties as required.

QUALIFICATIONS:

- Must have eighteen (18) months' experience as a Nuclear Security Officer A.
- Must be a trustworthy person who can be depended upon to maintain vigilance at all times.
- Must be a United States citizen with no record of felony convictions possessing a valid New York State driver's license to carry a pistol.
- Must be a minimum age of 21 and successfully qualify annually in programs covering points of law, security skills, radiation protection, first aid, Central Alarm Station or Response Force training.
- Must be in general good health as determined by a physician on an annual basis.

NOTE I: Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.

NOTE II: Employees who have completed five (5) years in Nuclear Security Officer job series are eligible to submit bids on any other job in Schedule a of the Labor Agreement.

NUCLEAR SECURITY OFFICER C

Job Number: 9423
Job Pay Group: 16

DUTIES:

Under general supervision, as a shirt worker, to enforce all rules, regulations and instructions as required to provide protective security including all duties and activities required of the Immediate Reaction Force or Central Alarm Stations. Would require duties such as control all points of vehicle and personnel access to prevent unauthorized entry; register visitors and provide escort as required; conduct inspection tours to ensure the security of the facility; conduct searches of personnel and access vehicles to detect the presence of firearms, explosives, incendiary devices or other items which could be used for industrial sabotage; check all bundles and material removed from the premises and collect passes which itemize such material and authorize its removal; inspect perimeter intrusion detection systems for performance; control access points monitored by closed circuit television where applicable and other associated duties as required.

QUALIFICATIONS:

- Must have eighteen (18) months' experience as a Nuclear Security Officer B.
- Must be a trustworthy person who can be depended upon to maintain vigilance at all times.
- Must be a United States citizen with no record of felony convictions possessing a valid New York State driver's license and a New York State license to carry a pistol.
- Must be a minimum age of 21 and successfully qualify annually in programs covering points of law, security skills, radiation protection, first aid, Central Alarm Station or Immediate Reaction Force Training.
- Must be in general good health as determined by a physician on an annual basis.

NOTE I: Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.

NOTE II: Employees who have completed five (5) years in Nuclear Security Officer Job series are eligible to submit bids on any other job in Schedule A of the Labor Agreement.

PLANT OPERATOR

Job Number: 440G

Job Pay Group: 21

DUTIES:

Operates, inspects and services plant equipment usually contained in a nuclear power plant. Operates manually controlled equipment and remotely controlled equipment. Determines operating status of equipment from previous shift personnel and log entries. Utilizes test equipment such as vibration/thermography for data collection. Checks cause of operating problems and reports to supervisor. Maintains a log recording unusual events and changes in operating conditions. Provides direction, leads work crews, and provides detailed operations training of all personnel. Executes safe and effective clearance tags on equipment. Perform fire brigade leader role and associated fire protection duties such as response to fire, rescue, hazardous material incidences, first aid requirements, logs and record keeping. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Perform switchyard work. Disposition of condition reports and corrective actions. Performs emergency response duties as assigned. To be assigned as needed to support decon, housekeeping, painting work and other duties as assigned by the Company.

QUALIFICATIONS:

- Must fully meet qualifications of Associate Plant Operator.
- Must have a good practical knowledge of steam electric plant operation, particularly reactor operation, automatic controls and electrical switchboard operation;
- Must meet the ANSI standard for this position.
- Must pass required NRC license physical examination.
- Must be physically capable of performing the essential functions of this position.
- Must pass the POSS test or other validated aptitude test.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must complete fire brigade leader and/or brigade member qualifications based on operational needs.
- May be required to obtain CPR certification based on operational needs.
- Must successfully complete and maintain a Plant Operator qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for upgrading within the series.
- If a represented employee hired after the signing date of the 2006 Collective Bargaining Agreement demonstrates the inability to maintain his/her Plant Operator qualifications demonstrated by repeated training failures, marginal training performance as determined by the Company, the he/she will have 60 days to bid another position that may then be available. If he/she is unsuccessful in finding another position within 60 days, the he/she will be placed into an available vacancy for which they are qualified, and assume the pay level for the new position. If no position is available, their employment will be terminated.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

PLANT OPERATOR (con't)

- Represented employees hired after 3/29/01 will be required to attend Reactor Operator license class when the Company presents the opportunity. In the event an employee is unable to complete the necessary classes or pass the required test after being provided (2) opportunities by the Company to do so, the employee will be given sixty (60) days to bid another position that may then be available. Should the employee be unsuccessful in finding another position within the sixty (60) days, the employee will be placed into an available vacancy and assume the pay level of the position.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- For additional operator requirements refer to Memorandum of Understanding – Nuclear Auxiliary Operator Job Series dated 3/29/01

RADIATION PROTECTION TECHNICIAN

Job Number: 442G

Job Pay Group: 23

DUTIES:

Control access and egress for Radiologically Controlled Areas. Measure radiation and contamination levels and record radiological data. Operate, calibrate and maintain radiation protection equipment. Provide radiological support and oversight through briefings and surveys/job coverage for normal and emergency situations. Provide training and oversight to other personnel, and leads work crews. Provide radiological planning and scheduling support including ACR/Work Order and Radiation Work Permit processing and scheduling activities. Monitor and maintain records of personnel exposure to radiation. Process personnel dosimetry including issuance and return. Collect data, run tests, and prepare reports. Perform Corrective Action Program duties including dispositions and actions. Review and provide input for procedure development and revision. Perform Radioactive Material processing, packaging, shipment and transfers including radiological surveys/job coverage, and associated equipment setup, teardown and movements. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Perform decon, housekeeping, painting, hydrolasing, laundry, shielding activities, and other duties as assigned by the Company. Performs emergency response duties as assigned.

QUALIFICATIONS:

- Must have completed two years as Associate Technician - Radiation Protection and demonstrated satisfactory completion of Company requalification training and task assignments required for the Associate Technician - Radiation Protection.
- Must have knowledge of reactor and power plant operation sufficient to analyze problems, make necessary calculations, prepare comprehensive reports, draw conclusions and prepare recommendations.
- Must be able to assign and direct the work of others.
- Must meet the ANSI 3.1 standard for this position.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must maintain a Radiation Protection Technician qualification book.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for upgrades within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.

REACTOR OPERATOR

Job Number: 446G

Job Pay Group: 56

DUTIES:

Starts, operates, and shuts down the reactor, auxiliary reactor systems, main steam turbines, generator, auxiliary turbine generator equipment, and any other auxiliary operations, radwaste, fire equipment or reactor core monitoring equipment as required. Performs local or remote switching operations to maintain continuity of service on station power busses. Performs emergency operations required for safety reasons and/or to maintain electric services and safeguard station equipment. Reports any abnormal conditions that develop during the progress of the work and takes proper corrective measures. Perform fire brigade leader role and associated fire protection duties such as response to fire, rescue, hazardous material incidences, first aid requirements, logs and record keeping. Provides direction, leads work crews, and provides detailed operations training of all personnel. Responsible for writing and reviewing clearance sections of work orders affecting plant equipment as outlined in the plant procedure covering clearance and tagging. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Disposition of condition reports and corrective actions. To be assigned as needed to support decon, housekeeping, and painting work and other duties as assigned by the Company. Perform emergency response duties as assigned.

QUALIFICATIONS:

- Must meet job specifications of Plant Operator.
- Must have a good practical knowledge of steam electric plant operation, particularly reactor operation, automatic controls and electrical switchboard operation.
- Must be able to clearly analyze situations and exercise sound judgment in emergencies.
- Must be the holder of an N.R.C. operator's license.
- Must pass the POSS or other validated aptitude test.
- Must meet the ANSI standard for this position.
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must meet requirement of NRC physical and psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must complete and maintain fire brigade leader and/or brigade member qualifications based on operational needs.
- May be required to obtain CPR certification based on operational needs.
- Must successfully complete and maintain a Reactor Operator qualification book as determined by the Company.

REACTOR OPERATOR (cont.)

ADDITIONAL REQUIREMENTS:

- This position is not eligible to be upgraded within the series.
- If a represented employee hired after the signing date of the 2006 Collective Bargaining Agreement demonstrates the inability to maintain their reactor operator license demonstrated by not meeting the NRC regulatory requirements for the license, repeated training failures, marginal training performance as determined by the Company, he/she will have 60 days to bid another position that may then be available. If he/she is unsuccessful in finding another position within 60 days, the incumbent will be placed into an available vacancy for which they are qualified, and assume the pay level for the new position. If no position is available, their employment will be terminated.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of qualification book.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- For additional operator requirements refer to Memorandum of Understanding – Nuclear Auxiliary Operator Job Series dated 3/29/01

TECHNICIAN A - COMPUTER - NUCLEAR

Job Number: 9223S

Job Pay Group: 13

DUTIES:

Under direct supervision to perform routine computer maintenance operations, calculations, measurements, tests, and adjustments. Prepare simple reports and perform routine maintenance on a variety of digital, analog, process monitoring, computer, minicomputer and microprocessor based systems including their associated peripheral hardware.

QUALIFICATIONS:

- Must have satisfactorily completed college level training in the basic concepts of physics, AC-DC theory, electronics, digital logic and computer technology, and associated math (the applicant may be required to demonstrate this required level of knowledge);
- Must also have ability to read diagrams and prints, be able to prepare acceptable sketches and reports;
- Must be physically capable of performing assigned duties.

NOTE: Upon satisfactory completion of eighteen (18) months as a Technician A -Computer - Nuclear, satisfactory completion of Company school, and demonstration of the satisfactory performance of each of the routine evaluations basic to computer maintenance, the employee will be promoted to Technician B -Computer - Nuclear.

TECHNICIAN B - COMPUTER - NUCLEAR

Job Number: 9233P₁
Job Pay Group: 16

DUTIES:

Under direct supervision to perform important computer maintenance operations, calculations, measurements, tests and adjustments of moderate complexity. Prepares technical reports, maintains technical records, performs routine maintenance, troubleshooting and repairs. Initiates and implements simple software diagnostic routines on a variety of moderately complex digital, analog, process control and process monitoring computers and computer based systems including associated peripheral hardware when certified by a qualified supervisor.

QUALIFICATIONS:

- Must have satisfactorily completed eighteen (18) months as a Technician A Computer - Nuclear and demonstrated satisfactory completion of Company training and task assignments for qualification as Technician B - Computer - Nuclear. Assignment as Technician B - Computer - Nuclear may be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing assigned duties.

NOTE: Upon satisfactory completion of two years as a Technician B - Computer -Nuclear, satisfactory completion of Company schools, and certification by qualified supervisors of satisfactory performance of assigned tasks, the employee will be promoted to Technician C - Computer - Nuclear. Assignment as Technician C - Computer - Nuclear may be subject to certification and recertification with periodic reviews if required by NRC or industry standards.

TECHNICIAN C - COMPUTER - NUCLEAR

Job Number: 9243P₂
Job Pay Group: 22

DUTIES:

Under general supervision to perform all required computer maintenance operations, measurements and tests. Plans, conducts and carries on to completion the most complex investigations and intricate non-routine tests, inspections and reports associated with computer operation and maintenance. Generates reports and procedures required for compliance to guides and standards. Performs the most complex repairs on all digital, analog, process control and process monitoring computer, minicomputer and microprocessor based systems and equipment. Initiates and implements complex software diagnostic routines to aid in troubleshooting when certified by a qualified supervisor. Provides guidance and on the job training to technicians of lower grade.

QUALIFICATIONS:

- Must have completed two years as a Technician B - Computer - Nuclear and demonstrated satisfactory completion of Company training and task assignments required of the Technician B - Computer - Nuclear. Assignment as Technician C -Computer - Nuclear may be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing assigned duties.

UTILITY TECHNICIAN

Job Number: 412G
Job Pay Group: 10

DUTIES:

Perform decon, housekeeping, painting, hydrolasing, laundry, shielding activities, and other duties as assigned by the Company. Perform measurements, simple tests, analyses, and calculations pertaining to Radiation Protection. Assist in performing radioactive material processing, packaging, shipment and transfer activities including associated equipment setup, teardown and movements. Performs emergency response duties as assigned. Maintain records and assist other personnel.

QUALIFICATIONS:

- Must have a High School Diploma or equivalent.
- Must have three years of plant maintenance or construction experience.
- Must satisfactorily complete Plant Access and Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for any upgrading.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of three (3) years.

WELDER

Job Number: 445G
Job Pay Group: 21

DUTIES:

Performs welding work required in the maintenance, repair and construction of all types of nuclear power plant equipment and pressure vessels. Welds metal with electric arc (including inert gas shielded) and acetylene where insurance, state or federal certification is required. Brazes or silver-solders metals. Assembles piping, valves and fittings by welding. Develops layout and then fabricates steel plate and structural shapes for repairs to buildings and equipment. Reviews and analyzes problems to recommend improvements and modifications in organization, procedures, policies, standards, specifications, methods, processes, and equipment. Assists other maintenance and modifications crafts. Must be certified by either state or federal authorities. Disposition of condition reports and corrective actions. To be assigned as needed to support decon, housekeeping, painting, calibration or tool room work and other duties as assigned by the Company. Performs emergency response duties as assigned. Provides training and oversight to other personnel and leads work crews.

QUALIFICATIONS:

- High school diploma or equivalent in accordance with ANSI 18.1.
- Must have 3 years welding experience, satisfactorily completed an accredited mechanical training program with a minimum of 4 years mechanical experience (Trades, Navy Nuclear – mechanical specific or an INPO accredited mechanical maintenance training program).
- May be subject to certification and recertification with periodic reviews if required by NRC or industry standards.
- Must be physically capable of performing the essential functions of this position.
- Must pass a validated aptitude test.
- Must meet requirement of NRC psychological testing regulations.
- Must satisfactorily complete Plant Access Training and complete the Radiation Safety Training including Respirator Qualifications and maintain unescorted access.
- Must successfully complete and maintain Welder qualification book as determined by the Company.

ADDITIONAL REQUIREMENTS:

- This position is not eligible for upgrading within the series.
- Any modification mandated by law or regulation enacted by a governmental agency that affects either the duties or qualifications of this position will become a part of this job specification.
- Employees who are awarded this job will not be eligible to submit bids on any other job for a period of two (2) years from the date of completion of the qualification book.

MEMORANDUMS OF AGREEMENT/UNDERSTANDING

Effective March 1, 1996

All Memorandums of Agreement between the Company and the Local Union were continued with the understanding that there may be requirements for modification due to the recommendations of the agreed upon subcommittees.

Index No.	<u>Subject</u>	<u>Effective Date</u>
1	Article XXII – Clerical Job Classifications	09/04
2	<u>Agreement Regarding the Use of Rehired Employees in Temporary Positions</u>	<u>06/28/06</u>
3	CADD Guidelines – Local 1484	08/12/88
4	Cash Balance Pension Plan for Represented Employees	05/12/98
5	Child Adoption Pilot Program	06/01/01
6	Cover Agreement Between Niagara Mohawk Power Corporation (Niagara Mohawk) and the International Brotherhood of Electrical Workers, Local 97 (IBEW Local 97) and Constellation Nuclear, LLC (Constellation Nuclear)	03/09/01
7	Engineering Department – Education Qualifications for Drafting Technician, Designer and Instrument Operator Jobs	09/83
8	Engineering Department Promotional Procedures	02/22/03
9	Fitness For Duty	11/15/88
10	Intent Document – Job Flex	06/04/96
11	<u>Intent Document – Job Specifications</u>	<u>07/01/06</u>
12	Nine Mile Point Nuclear Site – Safety – Radiation	12/03/71
13	Nuclear Auxiliary Operator Job Series	03/29/01
14	<u>Nuclear Security Officers</u>	<u>07/01/06</u>
15	Part-Time Employees (Revised)	12/05/96
16	Prescription Safety Eye Glasses	07/02/98
17	Radiation Protection Department day/shift Compliments	03/04/92
18	Rest After Extended Overtime	06/15/73
19	Temporary Employees, Determining Seniority Date for Becoming Regular	06/01/93
20	Twelve-Hour Shift Agreement – Nine Mile Point Shift Workers	07/01/03
21	Twenty-Five Year Letter	06/14/72
22	Union Officers – Leave of Absence	08/18/94
23	<u>VP Memorandum of Understanding</u>	<u>06/28/06</u>

MEMORANDUM OF AGREEMENT
BETWEEN
NINE MILE POINT NUCLEAR STATION, LLC
AND
IBEW LOCAL UNION 97
REGARDING
CLERICAL JOB CLASSIFICATIONS

Encompass all existing Clerical Job Classifications (Accounts Payable Clerk A–C, Plant Operating Clerks A–C, Custodian of Records, Safety and Training Clerk, Warehouse Clerk, Steno Clerk, Typist Clerk and Mail Clerk) into one Job Classification entitled:

Administrative Specialist
 Job Specification (attached)
 * Scheduled Worker – see note *

Progression Table:

<u>Level</u>	<u>Pay Group</u>	<u>Step</u>
Entry	4	1
After two year’s	6	3
After two year’s	8	3
After two year’s	10	3
After two year’s	12	3
After two year’s	14	3
After two year’s	16	3

Current POC–C’s will be promoted to pay group 17 at the appropriate step and remain at this pay group until they vacate their position under any provision of the Labor Agreement or by accepting another position within the Administrative Specialist classification as identified in this Memorandum of Agreement. Incumbents at the implementation date that are currently on Security Clause or on a Twenty–Five Year Letter placement will remain at their current pay group until they vacate their position as described above.

Incumbents in an even pay grade identified above will be placed based on the time in their current position and serve the necessary time in grade needed to progress to the next level, or will be placed at the next highest level if they have served the time in grade period. Incumbents currently in an odd pay grade not identified above will be placed at the next highest level.

After demonstrating satisfactory overall performance as determined by the Company, the employees in this position will progress on the above schedule. Given this progression within this job series, employees will not be eligible for upgrading.

This job reclassification process does not preclude the Company from moving to a “Clerical Pool”, although it is not the intent of this Article XXII to create a clerical pool at this time. The Company reserves the right to establish a formal job rotation process to assist in cross-training clerical personnel **and/or assign work tasks to clerical personnel across and within departments.**

*Scheduled Worker: As defined in Article VI, section 7; Schedule A – Index of Job Titles, Note 1 and Schedule A – Steam Electric Generating Stations Applicable Ratio of Scheduled and Day Workers by Department/Group Size in Specified Classifications the initial ratio of scheduled/day worker status will be implemented. Twenty-five (25%) percent of all incumbents in the Administrative Specialist job classification will have scheduled worker status and future vacancies will be posted as scheduled worker until the appropriate day/scheduled compliment is reached. This process will be completed by all employees utilizing their company seniority to gain the appropriate status.

Employees outside of the Administrative Specialist series awarded and/or hired into a regular position in the Administrative Specialist series after the implementation date of this Memorandum of Agreement will be ineligible to bid on other vacancies posted outside the series, for a period of three (3) years.

Regular vacancies within the Administrative Specialist classification will be filled in the following order:

- The Company shall canvas current regular Administrative Specialists by seniority until one current incumbent accepts (canvas only one time). This process shall be completed within (5) working days from notification. A union representative may accept a position via a canvas for another regular Administrative Specialist who is absent because of vacation, medical leave or leave of absence as long as they can take physical possession of the position within 3 weeks. An employee who accepts a new position by the canvas process will be ineligible to bid outside the series or be canvassed for another vacancy within the series for a period of one (1) year. If an incumbent Administrative Specialist accepts the position, that incumbents’ vacancy will be filled by the post and bid process. Current regular Administrative Specialist will not be eligible bidders for Administrative Specialist vacancies posted for bid. After canvassing once, the open position will move to the Post and Bid process.

Post and Bid

- Regular employee(s) will be awarded the position at the entry level or at the appropriate level in the progression table with credit for all previous regular time served in the Administrative Specialist classification series.
- A temporary employee hired into the position at the entry level or at the appropriate level in the progression table with credit for all unbroken previous time served in the Administrative Specialist series.
- When a vacancy is filled from the outside, the Company shall have the sole right to determine qualifications and placement of the probationary employee in the progression table up to the pay group level 8.

Temporary vacancies with an anticipated duration of 6 months:

- Consider assigning existing Administrative Specialist and/or utilizing job flexibility to fill vacancy prior to post and bid.
- Regular Administrative Specialist will be ineligible to bid on these positions.

- Through Post and Bid regular employees from outside the series will be awarded the position at the entry level or at the appropriate level in the progression table with credit for all previous time served in the Administrative Specialist series.

Temporary vacancies with an anticipated duration of less than 6 months:

- Consider assigning existing Administrative Specialist and/or utilizing job flexibility to fill vacancy.
- No posting required for less than 6 months.

Article XXV – Job Flexibility Table A Revised

- Job Family 1 will consist of Administrative Specialist series and Plant Operating Clerk D only. All other job titles will be deleted.

Grievance Impact

Grievance(s) 25–N–02, 6–N–03, and 26–N–03 will be resolved in full by the parties tentative agreement to this memorandum of agreement and the subsequent ratification process by IBEW Local Union 97.

Grievance 32–N–91 settlement language is superseded by the following language:

“The use of a terminal to access the computer is a proper function for all company employees. Current technology permits the direct entry of information or revisions to existing documents into the computer as they are created resulting in a computer prepared document. This can be referred to as a “mind to screen” concept and is a proper function for all employees. Transaction entries which are numerous, repetitive in nature and involve the transfer of information from documents into a computer database (such as plant configuration and/or regulatory required records databases) are a proper assignment for Administrative Specialist employees.

As technology affecting word processing and related functions change, management reaffirms its intent to meet with local union representatives for the purpose of reviewing these changes.

Additionally, for a period of time post implementation, a Company/Union Committee will be created for the purpose of reviewing and resolving issues associated with computer related functions and to identify additional tasks and work that can be performed by Administrative Specialist employees.”

In 2005 a new Time Entry System will be implemented at Nine Mile Point Nuclear Station. The parties agree to meet and discuss the process of having employees enter their hours worked electronically which may eliminate the need for paper timesheets.

Upon receipt of formal notification from IBEW Local Union 97 regarding the successful ratification of this memorandum of agreement and the attached job specification for the Administrative Specialist classification the provisions of both documents will become effective January 1, 2005.

ARTICLE XXII – ADMINISTRATIVE SPECIALIST INTENT DOCUMENT

1. In the Administrative Specialist job specification it mentions educational qualifications, what is acceptable?
1 or 2 year Business Certificate from an accredited Business School (e.g. Bryant Stratton), Associates degree in Business, BOCES administrative course (course content and hours to be determined), ICS (course content and hours to be determined). If an individual does not have a degree, (last 5 years of employment in an office/administrative setting).
2. How will proficiency be demonstrated through a Company validated test?
Constellation Energy is in the process of reviewing and validating administrative testing for the fleet. Once this testing is available and validated, the Company will meet and discuss the test content with the union.
3. Are all Administrative Specialists required to support the Emergency Response organization?
Yes, the Company reserves the right to determine the number of employees who will be trained and qualified to support our site Emergency Plan.
4. Can I be upgraded within the Administrative Specialist series?
Not within the Administrative Specialist series. The opportunity of an upgrade does exist via other aspects of the labor agreement (e.g. job flexibility, upgrade to management, etc.)
5. How is satisfactory overall performance determined?
With current incumbents, the Company will perform a gap analysis to determine skill gaps and design a training matrix to bring skills up to speed. Additionally, performance must also be satisfactorily demonstrated through assigned job tasks.
6. If an Administrative Specialist who has completed three (3) years in this series bids and is awarded another position via Schedule A of the labor agreement and then returns to this series (via bid, etc.) have to serve another three (3) years?
No, they would only have a one (1) year lock-in provision.
7. Current POC-C's will be promoted to pay group 17 at the appropriate step and remain at this pay group until they vacate their position under any provision of the Labor Agreement or by accepting another position within the Administrative Specialist classification as identified in this Memorandum of Agreement. What does vacate this position mean?
Vacate means if an Administrative Specialist opts to accept another Administrative Specialist position via the canvass process and/or successfully bids outside the Administrative Specialist series. If the Company moves you, it would be conducted in accordance with the provisions of the labor agreement.
8. How will the number of scheduled workers (25%) be calculated? In what departments will the scheduled workers be assigned?
The number of scheduled workers will be calculated by the total number of active Administrative Specialists on 1/1/05. Departments requiring scheduled workers will be determined and based on seniority if no scheduled workers reside in the applicable department, employees will be assigned from the 25% pool.

1-N-04 and 4-N-05
June 28, 2006
**AGREEMENT REGARDING THE USE OF REHIRED
EMPLOYEES IN TEMPORARY POSITIONS**

It is stipulated and agreed by and between IBEW Local Union 97 ["Local 97"] and Nine Mile Point Nuclear Station, LLC a/k/a Constellation Energy Group, Inc. ["Company"] that outstanding issues concerning temporary employees are hereby resolved as follows with respect to Grievance No. 1-N-04 and 4-N-05, the provisions of Article IV, Section 5(2)(b) for the term of the collective bargaining agreement:

Former Regular Employee's on Rehire List

The parties agree, that contrary to Article XI, Section 7(c), former regular employees on the rehire list will be eligible for rehire as temporary employees in refuel outage and non-refuel outage temporary positions. The Company will provide Local 97 with a job requisition outlining title, qualifications, pay, schedule and reporting date. It is agreed that Local 97 will manage the rehire list with regard to communicating job opportunities (including title, pay and schedule), assessing qualifications and availability of interested rehires and coordinating in-processing schedule in a timely manner to fulfill manpower needs established by the Company. The Company reserves the right to determine qualifications in selecting candidates for open positions. The Company will not contract work of the same classifications as those former employees on the rehire list until the list has been exhausted.

Temporary Work beyond Rehire List

Refuel Outages: It is agreed that beginning two weeks immediately before the plant comes off line and two weeks after the plant goes on line for a refueling outage, individuals brought in to perform work during the outage in the classification of Utility Technician, Administrative Specialist, Materials Handler, Drafting Technician and/or Janitor may be provided and employed through an outside contractor per Article IV, Section 4 of the collective bargaining agreement between Local 97 and the Company. All such contractor employees performing work during the refueling outage shall be hired after and removed from the property prior to the hire and layoff of any rehire list bargaining unit temporary employees in the classification of Utility Technician, Administrative Specialist, Materials Handler, Drafting Technician and/or Janitor who performed work during the refueling outage.

Non-Refuel Outages: It is further agreed that in non-refuel outage situations, individuals brought in to perform work in the classification of Utility Technician, Administrative Specialist, Materials Handler, Drafting Technician and/or Janitor may be provided and employed through an outside contractor per Article IV, Section 4 of the collective bargaining agreement between Local 97 and the Company. All such contractor employees performing work during non-refueling outage situation shall be hired after and removed from the property prior to the hire and layoff of any rehire list bargaining unit temporary employees in the classification of Utility Technician, Administrative Specialist, Materials Handler, Drafting Technician and/or Janitor.

SUPPLEMENT TO ENGINEERING MEMORANDUM OF AGREEMENT
DATED AUGUST 12, 1988
BETWEEN
NIAGARA MOHAWK POWER CORPORATION
AND
IBEW LOCAL UNION 1484

CADD GUIDELINES

1) The use of CADD systems shall not violate provisions of the existing Labor Agreement, Engineering Mutual Agreement or Job Classification Manuals. Rules that defined management/represented work before, still apply.

2) CADD systems are tools, like manual drafting tools, which, when used for the creation or revision of production work, may be used only by designers/drafting techs.

3). Any new input or drawing development should be a joint venture between the responsible engineer and represented personnel, with actual input performed by represented personnel.

Manipulation of existing data for analyses can be performed by the responsible engineer, but must be done on an alpha-numeric terminal unless none is available. When analyses are complete, any necessary changes to drawings are the responsibility of designers/drafting techs.

4). CADD training will be provided to employees who will be using CADD equipment and techniques in their assigned duties. The lack of CADD training will not be the basis for promotion denial within the Engineering progression series of Drafting Technicians and Designers.

5). "CADD Coordinators" will be designers or drafting techs. The term "CADD Coordinator" is not a formal title, but is a term used to describe the individual in each group/unit who has the most experience on CADD (the "local expert") and who can be relied upon to answer the questions of those with less experience. This person should also work closely with his lead engineer to help develop group/unit priorities for CADD usage.

6) "Get" privilege shall be afforded to represented personnel only.

As new developments become available (especially those which would aid in enforcing these guidelines) they shall be reviewed for possible inclusion in these guidelines.

7) Management shall keep the Engineering/Nuclear Engineering Chief Stewards and designates informed of developments relating to CADD.

8) These guidelines will become part of the Engineering Mutual Agreement and will be reviewed periodically and revised as needed.

MEMORANDUM OF AGREEMENT
 BETWEEN
 NIAGARA MOHAWK POWER CORPORATION
 AND
 IBEW LOCAL 97
 REGARDING THE CASH BALANCE PENSION PLAN FOR REPRESENTED EMPLOYEES

1) The pension plan for represented employees will be amended to include a Cash Balance Plan (CBP) provision effective July 1, 1998. The CBP for represented employees will include the following plan design components:

- a) The CBP plan will provide, at the employee’s option, a lump sum distribution or selection of an existing annuity option, for eligible employees at the time the employee retires, resigns, or separates from employment with the Company.
- b) Company contributions to the plan, in the form of pay credits, will be based upon an eligible employee’s years of service with the Company, and their base wages, in accordance with the following schedule:

Years of Service:	Pay Credits:
0-4	4% of base wages
5-9	5% of base wages
10-14	6% of base wages
15-19	7% of base wages
20 or more	8% of base wages

The Company will calculate pay credits on a weekly basis and apply the monies to employee accounts monthly.

“Years of Service” for the purposes of the CBP will be on a calendar year basis effective July 1, 1998. Changes in pay credits will become effective January 1 of the year in which eligible employees reach the threshold years of service required to advance to the next higher bracket.

- c) Active represented employees who have attained age 40 and have completed at least 10 years of service as of July 1, 1998, as defined under the terms of the current pension plan, will receive the larger of the CBP benefit or the benefit under the current final average pay formula as provided by the current defined benefit pension plan.
- d) Initial individual employee accounts in the CBP will be established with an opening balance equal to the present value of the employee’s accrued benefit as of July 1, 1998 as calculated using an assumed retirement age of 60.
- e) Interest credits will be applied to employee accounts monthly based upon the rate available on 30-year Treasury bonds. Interest credits will be applied after pay credits have been applied. The Treasury bond rate will be calculated based on the daily average as published by the Federal Reserve for the entire month of September of each year in accordance with all applicable laws, to be applied to employee accounts beginning the following January 1st.

- f) Employees on an approved leave of absence from the Company and covered by the Memorandum of Agreement for Union Officers Leave of Absence shall have pay and interest credits credited to their accounts while on their approved leave.
 - g) With the commencement of the CBP amendment, the Widow's Benefit Option will be eliminated for eligible active represented employees effective July 1, 1998.
 - h) Employees opting voluntarily for a distribution from the CBP, either in full or as an annuity option, shall not be eligible for placement on a preferential rehire list, and if rehired, will be considered as a new employee.
 - i) Spouse benefits under the pension plan, if applicable, and a secondary beneficiary designation option will be offered in accordance with applicable laws.
 - j) A summary plan description of the CBP will be reviewed and discussed with the union committee.
 - k) The Company will apply the applicable pay credits as outlined above to those employee work hours approved absence for union business (pay code 53).
 - l) In the event the Company utilizes a work schedule for regular, full-time employees that does not provide the employee with 2080 base work hours on an annual basis, pay credits will be applied to the employee's CBP account in an amount equal to that which the employee would have been eligible had the employee worked 2080 base work hours.
 - m) Part-time, temporary, probationary and recalled employees in temporary positions will receive credit for one years service for CBP purposes only for each year worked with the Company regardless of the number of hours actually worked in that year. This change is effective July 1, 1998.
- 2) Financial consulting services, as identified by the Company, will be made available for up to 3 hours per year per employee to represented employees through 1999. If this agreement is not ratified, these consulting services will be terminated by the Company.
 - 3) Medicare Part B reimbursement will be eliminated for all represented employees, and their eligible dependents, who retire on or after July 1, 1998.
 - 4) Represented employees eligible for disability retirement benefits will continue to be eligible as provided under the terms of the current Disability Retirement Plan. Eligible employees will have access to their benefits under the represented CBP at the conclusion of their limited disability retirement benefits, or age 65 if eligible for lifetime benefits under the Disability Retirement Plan.
 - 5) Eligible employees will have access to benefits provided under the CBP at the conclusion of any separation allowance benefits for which they may be eligible and receiving.
 - 6) The Company will modify the NMPC Represented Employees' Saving Fund Plan to allow employees the option to transfer monies from the represented employee's CBP at the time the employee retires, resigns or separates from employment with the Company.

These changes are subject to ratification by the members of IBEW Local Union 97 and approval by the Board of Directors of the Company before becoming final.

Memorandum of Understanding
Between
Niagara Mohawk Power Corporation
And
Local Union 97, IBEW
Regarding Child Adoption Program
For Represented Employees

Niagara Mohawk Power Corporation and Local Union 97, IBEW jointly agree to a program for the purposes of providing the following child adoption benefits for represented employees qualifying under this program:

- 1) The program applies to all regular, full-time represented employees who legally finalize the adoption of a child.
- 2) Upon presentation of an official adoption decree acceptable to the Company, eligible represented employees will receive up to \$4,000 to assist the represented employee with the legal and administrative costs associated with the adoption process.
- 3) The adoption benefit is limited to a single payment of up to \$4,000 per finalized adoption regardless of the number of eligible children adopted simultaneously. In instances where both adoptive parents are employees of the Company, only one adoption benefit payment will be made.
- 4) To be eligible under this program the adopted child must be under the age of 18 as of the date of the adoption decree.
- 5) The program for adoption benefits does not apply to foster children, guardianships, or the legal adoption of stepchildren or grandchildren.
- 6) In all instances, the Company shall be the sole judge of eligibility for payment of adoption benefits under the terms of this program. The Company's determination of eligibility is final.
- 7) The program is effective for official adoption decrees finalized and dated on or after June 1, 2001 and will expire on February 29, 2004 unless mutually agreed otherwise by the Company and Local Union 97, IBEW.

MEMORANDUM OF AGREEMENT

Constellation Nuclear L.L.C. (“Constellation Nuclear”) and Niagara Mohawk Power Corporation (“Niagara Mohawk”) have entered into an Asset Purchase Agreement for the acquisition by Constellation Nuclear of the Nine Mile Point Nuclear Station (“Nine Mile Point”). The purpose and intent of this Memorandum of Agreement (“Agreement”) is to set forth the understandings reached between Constellation Nuclear and the International Brotherhood of Electrical Workers, IBEW Local 97 (“IBEW Local 97”) regarding the transition of Nine Mile Point employees represented by IBEW Local 97 from employment with Niagara Mohawk to employment with Constellation Nuclear.

The Parties (i.e., Constellation Nuclear and IBEW Local 97) agree that it is their mutual goal to have Nine Mile Point operate in an economically viable manner so that it will become a profitable and successful merchant generator of electricity. The Parties agree that it is in their mutual interests to have a workforce which is productive and efficient, in secure, high-paying positions, which will enable Nine Mile Point to operate safely and compete in a deregulated electric utility environment. It is further agreed and that these mutual goals can best be achieved through a cooperative, flexible and stable labor relationship. In furtherance of these goals, the Parties agree to the following:

1. **Recognition of the Union:** Constellation Nuclear agrees to recognize IBEW Local 97 as the exclusive collective bargaining representative for all represented employees at the Nine Mile Point nuclear facility.

2. **Assumption of the Contract:** Constellation Nuclear agrees, upon Closing, as that term is defined in the Asset Purchase Agreement, to assume the terms and conditions of the IBEW Local 97/Niagara Mohawk Collective Bargaining Agreement (“Collective Bargaining Agreement”) and to continue the employment of Transferred Union Employees in accordance with the terms and conditions of the Collective Bargaining Agreement. Transferred Union Employees will retain their company seniority as defined in the Collective Bargaining Agreement. It is further agreed that:

a) The Collective Bargaining Agreement assumed by Constellation Nuclear shall expire on July 1, 2006. The Parties agree that no later than June 1, 2003, they will engage in mid-term negotiations over annual wage increases, annual requalification bonus for nuclear reactor operators, the inclusion of an incentive compensation component in the annual wage increases, and the modification of work rules or practices.

b) Annual wage increases for employees covered by this Agreement shall be as follows:

- Date of Closing—3% increase in the wage rates which are in effect on March 9, 2001.
- July 1, 2002 - 3%
- July 1, 2003 - to be determined in wage reopener
- July 1, 2004 - to be determined in wage reopener
- July 1, 2005 - to be determined in wage reopener

c) The shift differential in Article VII shall be increased to one dollar (\$1.00) per hour, Sunday through Saturday.

d) The Parties agree that any changes to the Collective Bargaining Agreement expressly set forth in this Agreement shall constitute a negotiated change to the Collective Bargaining Agreement itself and may not be subsequently changed, modified, or stricken without agreement of both Parties to this agreement.

e) The Parties agree that the Collective Bargaining Agreement which Constellation Nuclear assumes at Closing shall be identical to the IBEW Local 97/Niagara Mohawk Collective Bargaining Agreement dated April 15, 1996, except:

1) as modified by this Agreement; and

2) Constellation Nuclear agrees to assume any change which IBEW Local 97 and Niagara Mohawk negotiate prior to closing concerning Articles IX and XX of the Collective Bargaining Agreement, and/or the Memorandum of Agreement concerning the Cash Balance Pension Plan for Represented Employees. IBEW Local 97 agrees not to propose in its negotiations with Niagara Mohawk any changes in terms or conditions which are unique to Nine Mile Point.

f) The Parties agree that, in the event Constellation Nuclear's purchase of Nine Mile Point does not close, Constellation Nuclear shall have no obligation to IBEW Local 97 or the represented employees of Nine Mile Point under this agreement or the Collective Bargaining Agreement.

g) The Parties agree to meet and discuss, at a mutually agreeable date after Closing, language in the Collective Bargaining Agreement or Memoranda of Understanding that is inapplicable to nuclear generation or Nine Mile Point. The Parties agree that the goal of these meetings shall be to craft a labor contract between IBEW Local 97 and Constellation Nuclear tailored specifically to Nine Mile Point.

3. Eligibility Criteria: Constellation Nuclear agrees to offer employment at Nine Mile Point to seven hundred eighteen (718) qualified, eligible employees represented by IBEW Local 97 pursuant to the process and procedures set forth in this Agreement and its attachments. To be eligible for employment with Constellation Nuclear in a bargaining unit job classification at Nine Mile Point, an employee must meet all of the following criteria:

a) The employee must be an active Niagara Mohawk employee represented by IBEW Local 97 on the date of closing.

b) The employee must be identified on Attachment "A" or otherwise identified in this Agreement.

c) The employee must voluntarily resign from Niagara Mohawk for purposes of transitioning to Constellation Nuclear employment and, the employee must sign the Employee Transition Agreement (Attachment "B").

4. Transition Selection Process: Constellation Nuclear will offer employment to the eligible employees, as defined above, in following manner:

Step One: At a mutually agreeable time prior to the Date of Closing, Constellation Nuclear will offer employment at Nine Mile Point to seven hundred eighteen (718) full-time, regular bargaining unit employees (including probationary employees listed on Attachment A) who are qualified, eligible, and represented by IBEW Local 97, including full-time, regular bargaining unit employees on temporary assignment, short term disability or military leave as of the Date of Closing. Employees must meet and satisfy all of the criteria listed in paragraph 3 of this Agreement to be considered eligible. Employees who receive an offer of employment from Constellation Nuclear may decline the offer, however, the employee may not then claim a different job under Step Two of this Selection Process.

Step Two: In the event that seven hundred eighteen (718) qualified, eligible employees represented by IBEW Local 97 do not accept Constellation Nuclear's offer of employment, Constellation Nuclear will, after discussion with the Union, have exclusive authority to determine which bargaining unit jobs shall be filled.

After reassignment, if any, of employees being sustained in nuclear positions under the provisions of the Security Clause, offers of employment to fill any remaining jobs will be made to qualified, eligible, regular full-time employees in the following order:

- 1) Any bargaining unit employee in the Central Division holding transcending rights to the identified job classification at Nine Mile Point.
- 2) Expedited bid within Niagara Mohawk's Central Division.
- 3) Qualified employees by seniority on the Central Division rehire list.
- 4) Expedited bid within Niagara Mohawk's Eastern and Western Divisions.

Step Three: In the event that any jobs identified by Constellation Nuclear in Step Two remain vacant after exhaustion of the Step Two procedures, offers of employment will be made to qualified individuals in the following order. All employees hired under Step Three shall be considered new employees for the purposes of Paragraph 12 of this Agreement.

- 1) Current temporary and part-time employees at Nine Mile Point.
- 2) External applicants, provided that prior to considering applications from external applicants, discussions with IBEW Local 97 will take place in order to give IBEW Local 97 the opportunity to provide Constellation Nuclear the names of potential qualified candidates. Constellation Nuclear will consider timely provided IBEW Local 97 candidates prior to any employment decision being made.

5. **Post-Closing Vacancies:** The Parties agree that, after Closing, Constellation Nuclear has no obligation to offer vacant bargaining unit positions to active or laid off employees of Niagara Mohawk. Nonetheless, Constellation Nuclear agrees that any decision by Constellation Nuclear to fill vacant bargaining unit positions from external applicants will be communicated to IBEW Local 97, which will have the opportunity to provide Constellation Nuclear the names of potential qualified candidates. Constellation Nuclear will consider timely provided IBEW Local 97 candidates prior to any employment decision being made.

6. **Employee Election:** Niagara Mohawk, Constellation Nuclear and IBEW Local 97 will conduct joint meetings with employees to explain in detail the Eligibility Criteria and Selection Process. These meetings will be scheduled at times which are mutually convenient for all Parties. If the employee elects to accept the offer, he/she must execute the Employee Transition Agreement. Employees who: (1) elect not to accept an offer of employment with Constellation Nuclear, (2) fail to sign an Employee Transition Agreement; or (3) do not receive an offer of employment from Constellation Nuclear pursuant to either Step One, Step Two or Step Three of the Selection Process, shall have no further rights or entitlement to future employment with Constellation Nuclear.

7. **Transferred Union Employees:** It is the intent of both Parties that employees who accept Constellation Nuclear's offer of employment and transfer to Constellation Nuclear suffer no reduction in pay or benefits, but likewise, that no Transferred Union Employee receive a windfall in pay or benefits that they would not be entitled to had they remained in the employ of Niagara Mohawk. Therefore, employees identified on Attachment A will be ineligible for Constellation Nuclear employment under the terms of this Agreement if they:

- a) Elect to retire from Niagara Mohawk, accept or claim separation allowance benefits, or exercise options for placement or bumping into other positions at Niagara Mohawk.

b) Do not return a signed Employment Transition Agreement by the established return date.

8. Benefits: Eligible employees accepting Constellation Nuclear employment pursuant to this Agreement and its attachments will, as of the date of Closing, receive the same, or substantially equivalent, benefits set forth in the Collective Bargaining Agreement:

a) Eligible employees will begin participating in the Constellation Nuclear pension plan as of the Date of Closing, and will have their future benefit accruals determined pursuant to the terms of the Constellation Nuclear pension plan. Under the Constellation Nuclear pension plan, eligible employees will be given credit for all past service with and compensation from Niagara Mohawk as if it were service with and compensation from Constellation Nuclear. Niagara Mohawk will transfer assets from the Niagara Mohawk Pension Plan to the Constellation Nuclear pension plan in accordance with the requirements of the Internal Revenue Code and sub-paragraphs (A)-(D) of Section 6.10(h) of the Asset Purchase Agreements to allow for such credit to be given.

b) Eligible employees will begin participating in the Constellation Nuclear 401-k Plan as of the Date of Closing, and will have future contributions made and determined pursuant to the terms of the Constellation Nuclear Plan, as negotiated in the Collective Bargaining Agreement. Employee assets in the Niagara Mohawk Represented Employees' Savings Fund Plan will be transferred via a trust-to-trust transfer to the Constellation Nuclear Plan in accordance with the Internal Revenue Code and the Asset Purchase Agreements.

c) In providing employees Health and Welfare, and Life Insurance Benefits, Constellation Nuclear will make reasonable efforts to continue to use the same providers as are currently being used by Niagara Mohawk. If it becomes necessary during the term of this Agreement to change providers, Constellation Nuclear shall confer with IBEW Local 97 before making any changes. Before making any changes in the level of benefits or costs to represented employees, Constellation Nuclear agrees to confer with and obtain the approval of IBEW Local 97.

d) Niagara Mohawk will transfer to Constellation Nuclear on behalf of eligible employees an amount equal to the cash equivalent of their accrued, unused vacation time and floating holidays as of the Date of Closing, so as to allow employees the opportunity to use such accrued vacation time and floating holidays at Constellation Nuclear.

9. Use of Contractors: Article IV, section 5 of the Collective Bargaining Agreement and the "Guidelines for the Use of Contractors" referred to therein shall be stricken. The Parties agree to replace the existing section 5 of the Collective Bargaining Agreement with the following language:

It is the Parties' intent to limit the use of contractors during the term of the Collective Bargaining Agreement in order to provide bargaining unit job security and increased upward job opportunities for bargaining unit employees. Based on economic or operational needs, Constellation Nuclear shall have the right to utilize outside contractors under the following conditions:

1) To perform work not normally performed by bargaining unit employees or described in the job classifications for represented employees at the site.

2) To perform bargaining unit work, provided that the use of contractors does not result in the loss of straight-time opportunities, layoff or the displacement of bargaining unit employees and after full compliance with Article XVIII and good faith discussions with Local 97, which shall include discussions concerning maximizing the use of bargaining unit employees:

a) Work may be contracted out after available qualified bargaining unit employees on site are efficiently and effectively utilized.

b) For refueling outages, available qualified temporary employees will be utilized prior to outside contractors.

c) Whenever practicable, contractors utilized during non-outage periods will be limited in duration to a maximum of six months. In those cases where the Company determines a need to retain contractors in excess of six months, the Company agrees to discuss the reasons with Local 97.

10. **Staffing Study:** In order to determine appropriate staffing levels and address issues concerning the use of contractors, Constellation Nuclear shall, within six months of Closing, initiate a study to assess site-wide staffing at Nine Mile Point. Constellation Nuclear will hire a consultant to assist with the study, will consider in good faith all information concerning staffing levels provided by Local 97, and will share all results of the study with Local 97.

11. **Territory:** Article II, section 1 of the Collective Bargaining Agreement shall be changed to read as follows: "This agreement shall apply only to employees of Constellation Nuclear within the defined bargaining unit who work at, or out of, the Nine Mile Point Nuclear Station."

12. **Security Provision:** The Parties agree that new employees hired by Constellation Nuclear after Closing shall not be eligible for the rights and privileges provided under Article XI, Section 12 of the Collective Bargaining Agreement.

13. **Plant Closings:** In the event of any unforeseen situation where the need for a layoff arises, Constellation Nuclear and IBEW Local 97 will meet immediately with the intention of working together to attempt to avoid the need for layoffs. Furthermore, Constellation Nuclear and IBEW Local 97 agree to discuss a voluntary severance plan and/or possible enhancements to the existing separation plans.

14. **Decommissioning Plan:** In accordance with the planning obligation required by the Nuclear Regulatory Commission, which must occur prior to any decommissioning, Constellation Nuclear and IBEW Local 97 will meet and conduct good faith discussions concerning the use of bargaining unit employees to perform any required work under the decommissioning plan. In the event the operating license of Nine Mile Point Unit 1 or Nine Mile Point Unit 2 is discontinued or not extended, Constellation Nuclear and IBEW Local 97 agree to discuss a voluntary severance plan and/or possible enhancements to the existing separation plans.

15. **Assignability:** The Parties agree that this Memorandum of Agreement is fully assignable by Constellation Nuclear to an affiliate company. In order to be so assigned, such affiliate must agree in writing to be bound to all the duties and obligations of Constellation Nuclear under this Memorandum of Agreement, and the Parties agree that the affiliate shall then enjoy all of the rights of Constellation Nuclear under this Memorandum of Agreement.

It is anticipated by both Parties that following the date of Closing there may be issues for review dealing with the application of terms and conditions of this Agreement with regard to the Transferred Union Employees. Upon request of either Party, the Parties will meet to discuss all questions and concerns with the intention being to resolve those issues in a cooperative and constructive manner. If the Parties are unable to resolve an issue regarding this Agreement, either Party may submit the issue to arbitration as described in Article XXII of the Collective Bargaining Agreement.

NIAGARA MOHAWK POWER CORPORATION

ENGINEERING DEPARTMENT

Education Qualifications for
Drafting Technician, Designer and Instrument Operator Jobs

The purpose of this bulletin is to provide clear interpretations of the following phrases in the T.O.C. Job Specification Manual for Drafting Technician, Designer and Instrument Operator Jobs.

Drafting Technician	-	"training in mechanical drawing"
Designer	-	"education in applicable engineering subjects"
Instrument Operator	-	"education in surveying and mapping"

It is important that these interpretations be brought to the attention of and explained to employees entering Drafting Technician or Rodhand jobs. These employees should be urged to obtain the required education qualifications as they acquire experience so that they will be ready to progress to Designer or Instrument Operator jobs as openings occur.

In the following, the lower case letters in () identify the appropriate section in the Syllabus and Identification of Courses for Supervisors' Use.

<u>Drafting Technician A-T</u>	-	<u>Job 1502</u>
<u>Drafting Technician B</u>	-	<u>Job 1512</u>
<u>Drafting Technician C</u>	-	<u>Job 1522</u>

1. Drawing (b)

A candidate for a Drafting Technician job at any level shall have successfully completed approximately 150 hours of course time in engineering drawing. A candidate may be required to demonstrate his ability to use drafting equipment and do acceptable tracing.

Designer A - Job 1702

A candidate for a Designer A job is expected to have a general technical educational background for a basic understanding of design work of all types related to the Company's business. The basic courses which fulfill this requirement are given below.

In addition, a candidate for a Designer A job shall give reasonable assurance that he will continue his formal education in applicable engineering subjects so that he will qualify for higher level Designer jobs as openings occur. This assurance should be manifested within six months after the candidate is awarded a Designer A job unless it is mutually agreed by both Management and Union that circumstances have altered this provision.

1. Elementary Physics (a)
2. Mathematics (c)

High school level courses in plan geometry, intermediate algebra, and plane trigonometry.

3. Office Work in Surveying (d)

Course in computations and plotting related to surveying, or a candidate must be able to demonstrate sufficient knowledge of survey theory to perform the calculations required in the office work in which he will be involved.

4. Elementary Electrical Theory (e)

Basic course in electrical concepts, laws and units involving d.c. and a.c. principles, circuits and equipment.

5. Engineering Mechanics (f)

Basic course in statics and force systems.

6. State Technical School Graduates

A candidate with an Associate in Applied Science Degree given by a two-year college in Electrical, Mechanical or Construction Technology, with Department Head approval, may be considered as having education qualifications for Designer A work.

Designer B - Job 1712

A candidate for Designer B job shall meet all the education qualifications for Designer A job and, in addition, shall have successfully completed the courses of extended studies listed below as related specifically to the work in which he will be involved.

GAS DISTRIBUTION

1. Gas Distribution (g)

Course in principles, practices, materials, and equipment involved in gas distribution.

2. Strength of Materials (i)

ELECTRICAL

1. Extended Electrical Theory (h)

Additional courses in single and three-phase a.c. circuits and equipment involving generation, transmission, distribution, and utilization of electricity.

CIVIL & STRUCTURAL

1. Strength of Materials (i)

2. Structural Steel Design (j)

3. Structural Reinforced Concrete Design (k)

MECHANICAL

1. Thermodynamics (l)
2. Heat Transfer & Engineering Economy (m)
3. Fluid Mechanics (n)
4. Instrumentation and Control (o)
5. Chemistry (p)

AND & SURVEY

1. Extended Office Work in Surveying (s)

Designer C – Job 1722

A candidate for Designer C job shall meet all the education qualifications for Designer B job.

Instrument Operator A – Job 1862

A candidate shall have successfully completed the following courses of study:

1. Mathematics (c)
2. Basic Surveying (q)

Basic course in surveying equipment, its use and methods, note keeping, computations, plotting, and mapping.

Instrument Operator B – Job 1872

A candidate shall meet all the education qualifications for Instrument Operator A job and, in addition, shall have successfully completed the following courses of study:

1. Extended Surveying (r)

Additional studies in stadia, plan table, topographic, geodetic and hydrographic surveying, involving curves and associated law.

2. Licenses Land Surveyors

A candidate who has fulfilled State requirements for “Licensed Land Surveyor” will be considered as having education qualifications of Instrument Operator A and B work.

**MEMORANDUM OF AGREEMENT
Between
CONSTELLATION GENERATION GROUP NINE MILE
POINT NUCLEAR STATION and
I.B.E.W LOCAL UNION 97**

Engineering Department Promotional Procedures

This Memorandum of Agreement is applicable to all represented Engineering personnel with the exception of those in the Stenographic and Engineering Clerk series of job classifications.

- (1) Personnel shall be grouped by technologies and all personnel within a group (as defined below) and of a specific technology shall be reviewed for promotion according to his or her specific technical background, said review being defined later in this Agreement.

The technical groups are defined as:

- (A) Electrical Design
- (B) I&C Design
- (C) Mechanical Design
- (D) Structural Design

- (2) It is the intent of this Agreement to provide for promotion from within the group. All postings for jobs in the Engineering Services shall state the technical group for which the position is posted. New positions will be posted at the Drafting Technician "B" level for the respective technical group. Posted jobs may be filled at a higher level based on qualification.
- (3) Drafting Technician "B" will be promoted to Drafting Technician "C" upon completion of two years as a "B" and provided they meet the qualifications of the job specification for Drafting Technician "C".
- (4) Whenever practicable, work will be accomplished within the appropriate group by personnel from that group; however, should it become necessary to transfer work from one group or groups to another, either on a temporary or permanent basis, the classifications required to perform such work shall be discussed in advance with the appropriate Chief Steward(s). When movement of employees between groups is necessary, employees within the technology and classification involved shall be offered the opportunity to move in descending order of their Company seniority. In the event sufficient numbers of employees are not obtained by the aforementioned procedure, the positions shall be filled by employees with the least Company seniority within the required technology and classification.

- (5) A Review Board shall meet within thirty (30) days from the signing date of this agreement and annually thereafter for the purpose of evaluating all personnel recommended for promotion by either the Brotherhood or Engineering Support Management. The standards for review shall consist of:
- (A) Company seniority and conformity with the job specification.
 - (B) Educational qualifications and experience as identified in the Memorandum of Agreements in the Labor Agreement.
 - (C) Capability of application (merit based on past work practices, upgrades and ability of the individual),
 - (D) Company need for personnel in specific job classifications.
- (6) The Joint Review Board consists of the following:
- (A) Brotherhood representation:
 - (1) Union President or designated alternates
 - (2) The Chief Engineering Stewards
 - (3) Other Engineering Stewards as required
 - (B) Engineering Management:
 - (1) Manager, General Supervisors and Principle Engineers
 - (2) Director Human Resources or designated alternates
- (7) This Memorandum of Agreement may be amended as necessary by agreement between the Company and IBEW Local Union 97 and may be cancelled by sixty days' written notice by either party.

NIAGARA MOHAWK POWER CORPORATION

ALCOHOL/DRUG TESTING –FITNESS FOR DUTY PROGRAM

I. PURPOSE

Niagara Mohawk Power Corporation by issuing this Fitness for Duty Program and System Council U-11, IBEW, by accepting it make a positive commitment and recognize the responsibility to provide the employees a safe and healthy work place. To ensure this, the parties endorse the effort to maintain a work atmosphere free of drugs and alcohol. Such a drug free working environment is in the best interest of all employees, assuring co-workers, family members, customers and the general public that we are dedicated to providing safe and reliable service.

In addition, the Program assures the individual employee of his* rights under the Labor Agreement as well as assistance in rehabilitation through the Employee Assistance Program.

II. ALCOHOL/DRUG TESTING

The following persons will be subject to alcohol/drug testing:

- A. All applicants for hire.
- B. Any employee reporting to work, or in the performance of his job, who appears to be unfit for duty or who is reasonably suspected of being under the influence of alcohol or drugs.

Reasonable suspicion under this Program shall mean individualized suspicion based upon objective facts and/or testimony from credible sources.

- C. Any employee involved in an occupational accident causing personal injury and/or damage to equipment where there is objective evidence that such employee's actions or conduct are a contributing cause to the accident, and there is reasonable suspicion that such employee was under the influence of alcohol or drugs at the time of the accident.
- D. Any employee who, as a condition of his job, has unescorted access to the nuclear site and is subject to an annual physical examination. Such employee may be tested once annually within thirty (30) days before or after his seniority date.
- E. Employees selected for promotion into Management as part of their pre-promotion physical examination.

*When used in this document, masculine pronouns are intended to include both genders.

III. TEST RESULT CRITERIA AND TESTING PROCEDURES

The following cutoff levels and testing procedures shall be applied.

A. Alcohol

1) The "cutoff" for positive/negative presence of alcohol in the body will be .08% and over, of one per centum by weight of alcohol, in blood alcohol content level.

2) Medical facilities utilized for collection and testing of blood samples will adhere to the rules of the New York State Department of Health and will preserve positive samples for one (1) year.

B. Illegal Drugs

The drugs or classes of drugs for which employees will be tested as well as the initial and confirmatory positive/negative test levels are:

1)	Initial Test Level ng/ml	Confirmatory Test Level ng/ml
Marijuana metabolites	100	20
Cocaine metabolites	300	150
Opiates		
Morphine	300	300
Codeine	300	300
Phencyclidine	25	25
Amphetamines		
Amphetamines	1000	500
Methamphetamines	1000	500
Barbiturates	300	200
Methaqualone	300	200
Benzodiazepines	200	200

2) Confirmatory Test

Any positive result in the initial testing must be validated by a confirmatory test.

3) Testing Procedures

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in paragraph III B. All confirmations shall be quantitative analysis.

4) Split or Second Test

The Company agrees that in connection with a urinalysis the employee providing the specimen may request that a second or split urine sample be obtained at the same time that the initial specimen is furnished. Such "split or second" specimen shall be sent to the laboratory designated and arranged for by the Union, except in locations where samples may be stored at the Nine Mile site. In the event the initial specimen yields a positive result, the employee may, if he elects, request an analysis of the "split or second" sample. The Union shall select, arrange and verify a laboratory certified by the State of New York for such analysis. Further, the Union shall assume responsibility for assuring that the appropriate chain-of-custody procedures are maintained throughout the process. The Company agrees to pay the cost of a confirmatory test on the "split or second" sample up to the cost it pays its designated laboratory for such a confirmatory test. All other costs shall be borne by the Union member requesting such test.

5) Testing Laboratory

All drug testing will be performed by either Roche Biomedical laboratories of Raritan, New Jersey or any other testing facility certified or accredited by the U.S. Department of Health and Human Services or the State of New York and which uses or will use the cutoffs and testing methodology set forth in this program.

- C. Test results above the level set forth in A and B herein will be sufficient proof to require following the procedure described in Section V herein. The Article XVI Procedure prescribed by the Labor Agreement must be followed as expeditiously as possible.

IV. FORMS, SUBMISSION TO TESTING REQUIREMENTS AND DISCIPLINE

A. Signing of Forms

All applicants and employees subject to a drug testing will be required to complete and sign a prescribed form. A copy of each form is attached hereto.

B. Refusal to Sign Forms and/or Be Tested

Any employee who refuses to complete and sign the required forms or to provide a specimen for testing will immediately become subject to the disciplinary procedure of Article XVI of the parties' labor agreement. Absent mitigating circumstances, the employee will be suspended for up to two weeks without pay. If the employee contacts his supervisor during or at the end of the suspension, and agrees to sign the required forms, and is tested, with negative results, and authorizes the Company to retest him at its discretion for 18 months after his return to work, such employee will then be allowed to return and his pay will be resumed at that time. Employees who refuse to comply with these requirements will be subject to termination after an Article XVI meeting.

Applicants who refuse to sign the required forms or provide a urine specimen or test positive will not be considered for employment.

V. TESTING, RETESTING, REHABILITATION AND DISCIPLINARY PROCEDURES

A. Fitness for Duty/Occupational Accident Testing

Any employee who is to be tested because of (1) reasonable suspicion of unfitness for duty or; (2) involvement in an occupational accident will be suspended immediately, however, his pay will be continued pending the test results pursuant to the provision of Section II C.

After the testing procedures have been completed, the supervisor will take the employee home or to another safe place. In no instance should the employee be allowed to go home without assistance. All reasonable effort short of force should be used to persuade the employee that he should be taken home.

B. Testing of Employees With Unescorted Access to the Nuclear Site

Any employee who is tested in connection with Section II D will remain at work pending the test results.

C. Test Results and Discipline

All test results will be forwarded from the laboratory to the Employee Relations Manager of the division in which the tested employee is working. If the test results are negative, the employee will be returned to work immediately without loss of pay. Employees whose test results are confirmed as positive in accordance with the test levels prescribed in Section III B herein, will be interviewed on a confidential basis at which time the employee may present any medical explanation as to why the test results should not be used as a basis for corrective or disciplinary action. If the Company doctor or medical representative is satisfied with such explanation, the employee will be restored to duty without loss of pay. If not, an Article XVI meeting will be convened as soon as possible. Unless the facts presented at the Article XVI meeting dictate otherwise, the employee in question will be suspended for up to two weeks without pay and will be returned to work only in accordance with the provisions of paragraph D below.

D. Rehabilitation and Retesting

In addition to any discipline which is imposed at the Article XVI meeting, an employee who is tested positive will have available to him the services of the Employee Assistance Program and may be referred for evaluation to the Employee Assistance Coordinator or competent medical authority. At the conclusion of rehabilitation and/or discipline, the employee will be returned to work provided he (a) tests negative, (b) gives the Company acceptable assurance that he is following any rehabilitation program that has been duly prescribed, and (c) signs an

authorization permitting the Company to conduct unscheduled alcohol/drug tests of said employee for a period of eighteen (18) months after his return to work. An employee released from a rehabilitation program who still tests positive, will be granted up to an additional fifteen (15) work days, Code 60, to produce a negative test result. Based on this negative test and meeting the provisions outlined above the employee will be returned to work. After this period if the employee still tests positive he will be subject to termination after an Article XVI meeting.

Any employee who is disciplined, but not required to undergo rehabilitation, will be retested during his suspension and must produce a negative test result prior to being returned to work. Such return is also contingent upon compliance with the conditions set forth in the paragraph immediately above.

Any employee who is not in an acceptable rehabilitation program and does not test negative within fourteen (14) days after he is initially suspended from work will be offered the option of a rehabilitation program or be subject to termination after an Article XVI meeting.

Retesting of employees who are reinstated after suspension or rehabilitation will occur no more than once every three (3) months during the eighteen (18) month retesting period. Any employee found positive during that period will be subject to termination after an Article XVI meeting.

E. Cutoff Levels for Marijuana Retesting

On retesting, the initial cutoff for the presence of marijuana will be 50 ng/ml rather than 100 ng/ml. The confirmatory cutoff level will be 15 ng/ml.

VI. DURATION

A. Time Limitation on Unscheduled Testing of Nuclear Site Employees

Testing under paragraph II D hereof will be discontinued on March 1, 1990, unless the Corporation and System Council U-11, IBEW agree to its continuance or negotiate an alternative provision dealing with testing at the nuclear site.

B. Modification of Program

All other provisions of this program will remain in effect until either the Corporation or System Council U-11, IBEW with sixty (60) days written notice, requires the other to bargain in good faith regarding modification or elimination of the program.

C. Any modifications mandated by a governmental agency which affect the provisions of this program will become a part of this procedure.

ARTICLE XXVI

JOB FLEXIBILITY

Effective May 15, 1996

WITH INTENT AND EXAMPLES

A. Preamble

This agreement between the Brotherhood and the Company regarding the implementation of job flexibility is a commitment of both parties to address the future uncertainties and competitive changes in our generation industry.

Job flexibility is a joint effort to reduce costs, improve customer service, provide job security, and offer opportunities to learn additional job skills while allowing for increased efficiency through job flexibility as outlined herein under the conditions set forth in this article.

Both parties agree and recognize that safety and training are paramount to the successful implementation of work force job flexibility. Employees will be able to be assigned job tasks of equal, lower rated, or higher rated job classifications commensurate with their skills, training and knowledge of the jobs to be assigned under the provisions of this article.

Intent:

Very briefly, the intent of job flex is to allow the Company to perform work more efficiently with trained personnel. It is very important that employees be able to perform the work safely and that they have been trained to do the task. The committee cannot stress enough its intent to gain efficiencies in a safe manner.

B. Definitions

1) Job Flexibility

The ability to perform tasks of other job specifications either as part of an employee's performance of day-to-day job duties, or as part of a job assignment associated with a specific project, mixed crew and/or as workload demands.

2) Day-to-Day Job Flexibility

The performance of job tasks of other job specifications performed in association with an employee's day-to-day job duties and tasks.

Intent:

Day-to-Day job flex is flexing that occurs during an employee's job assignment where the employee is capable of performing tasks of other job classifications in order to get the job done more efficiently.

3) Project Job Flexibility

The performance of job tasks of other job specifications performed while assigned responsibilities in another department.

Intent:

Project Flex is where an employee is assigned outside their home department or to perform work primarily of another classification. Such assignments may be of varied length and would fall under the seniority provisions of sections 3 and 4 of this agreement.

Another example of a Project Flex assignment would be where an employee is not necessarily assigned outside their home department, but is assigned duties of another job classification from another department and performs those duties in place of their normal duties. In this type of Project Flex the employee does not physically relocate to another department, but assumes the duties of another job classification. It is important to understand that this type of Job Flex differs from Day-to-Day Job Flex in that the employee here is performing duties unrelated to their normal job.

4) Work Crew Flexibility

The performance of job tasks using employees of varied job specifications as part of a mixed crew.

Intent:

Work Crew Flex involves the combining of employees of different classifications into one or more crews to perform all tasks associated with the assigned work. Such crews may work on a daily basis or may be assigned on a project basis. Again, other aspects of this agreement set forth the filling of Project Flex or Work Crew assignments recognizing seniority. See sections 3 and 4.

Another example of employees of different job classifications working together which is NOT considered Work Crew Flex is where employees are combined on one crew but flex only under the Day to Day concept of flex. In this example employees assigned to the combined crew would perform their normal duties, and flex into other job classifications as necessary to perform their normal duties. Likewise, other members of the combined crew would also perform their normal duties, and flex into other job classifications as necessary under the Day- to-Day concept. In this way the work assignment may also be completed under the Day-to-Day Job Flex concept. If though, the employees of the combined crew are expected and required to not only perform Day to Day type job flex but also to flex into the job classifications of other members of the crew as part of the assignment, then this would constitute Work Crew Flex and invokes the seniority canvass and assign requirements of this agreement.

At the beginning it would be advisable if supervisors/managers work with their Labor Relations Manager when making such assignments until they are comfortable in their understanding of the differences between the types of Job Flex.

5) Work Crew/Work Group

Where the term work crew is used, it is interchangeable with the term work group. Additionally, where the term chief is used it is interchangeable with the term lead person.

Intent:

The interchangeable nature of these terms is an attempt by the Job Flex Committee to recognize that in certain job classifications there may not be a chief but rather a lead person, or a work group rather than a crew. The Committee wants it understood that the agreement anticipates the different work environments and intends that communication and cooperation exist regardless of whether a chief or

lead person works in the department covered by job flex.

6) Mutual Agreement

Where the term by mutual agreement is used, it means agreement between the President/Business Manager of Local Union 97 or his designee and the Company.

Intent:

In several areas of the Job Flex agreement mutual agreement provisions have been made. In such cases it is understood that the appropriate Local 97 representative for the purposes of entering into a mutual agreement are Assistant Business Managers and/or Business Representatives. It is also understood that such mutual agreements do not modify the agreement. Only by action of the joint Company/Union Job Flexibility Committee may the agreement be altered.

C. Understandings:

1. Training and Safety

Training and or retraining will be provided to employees in advance of being assigned to perform work which they cannot otherwise perform knowledgeably and safely. Training provided in accordance with the provisions of this article will be developed with the participation and assistance of representatives of Local 97. Likewise, representatives of Local 97 will participate in the implementation of training programs under this article as appropriate. The safe performance of job tasks assigned under this article is paramount to the company and union. With this mutually shared interest, the proper training of employees to perform new tasks is recognized and its importance stressed as a vital component of job flexibility.

Intent:

As stated in the preamble, safety and training are very important factors when implementing job flexibility. This section recognizes the importance and provides the opportunity for representatives of Local 97 to participate in the preparation and implementation of training programs. The purpose of the training is to provide employees with the skills necessary to allow them to safely perform tasks under job flexibility. An example would be employees receiving specific training to allow them to safely use a Small Article Monitor (SAM).

2. Offer versus assignment during flexing

A. With safety as a priority, employees may be assigned work at or below the Associate level of equal or lower rated job classifications. After receiving any necessary additional training, employees may perform tasks above the Associate level.

B. Work assignments made under this article for Project or Work Crew job flexibility assignments which are outside of an employee's home department will be done in the following manner:

1. For work at the Associate level or below, assignments will be offered by seniority within the affected work group. In the event the company is unable to fill manpower needs through this method, employees will be drafted in inverse order of their company seniority from within the affected group.

Intent:

In situations involving the filling of work assignments outside an employee's home department or to perform work primarily of another job classification, either individually or as part of a mixed crew, the company will offer the assignments on the basis of seniority within the group from which the company has decided to draw from. The offering includes canvassing Chiefs in the affected work

group. If not enough employees volunteer, the company can draw in inverse seniority order from the affected work group.

As noted elsewhere in this document, it may be possible to bypass Chiefs or higher rated employees should operational needs dictate and the work to which the employee is being flexed to is of an unskilled nature. See section 2.b.2 and section 3 for more details.

2. In the event operational needs dictate, and the work to be performed is of an unskilled nature (such as decon, housekeeping and painting), the company may bypass senior employees.

Intent:

This section allows the company to bypass senior employees if the work assignment it seeks to fill is of an unskilled nature and the operational needs of the home department dictate the retention of the senior employees. An example of this occurring is if the company needed to flex employees out of a department to perform painting duties and would be operationally hampered if the senior employees were to take the assignment. The company may bypass senior employees in this example. Other examples of unskilled work include shoveling stone, mowing lawns, shoveling snow, etc.

The ability to bypass senior employees should not be used to excess, but used prudently to accommodate departmental needs.

3. The Company may reassign a crew, or any portion thereof, to other work duties that they are trained and qualified for, regardless of seniority, for the duration of that work day, should a work crew's normally scheduled work be stopped, interrupted, or canceled.

4. In the event the Company is seeking to fill a Project or Work Crew flexibility assignment involving an employee performing a full range of journeyman level work in the assignment, the Company will offer the assignment by seniority in the affected work group but cannot draft employees. In some situations drafting employees in inverse order of their company seniority may be permitted if the Project or Work Crew flexibility assignment involves performing only certain journeyman level tasks and does not require the employee to perform a full range of journeyman level work.

Intent:

This section provides that if the company is looking to flex an employee out of their department into another and have the employee perform the full range of journeyman level duties, then employees may volunteer for the assignment but may not be drafted involuntarily. It is permissible to draft employees for assignments involving journeyman level tasks, but not where a full range of journeyman level work is going to be required.

5. Long-term Project Job Flexibility such as the FIN Team will be offered by seniority or filled by inverse seniority within the affected group.

3. Seniority bypass due to special skills

In the event that the company cannot honor seniority due to special skills required and the condition persists, the company will afford senior employees the necessary training upon request.

Intent:

This section provides that if the company finds itself continually bypassing an employee due to the specialty of skills needed to perform a job, then the company will offer the employee the opportunity to complete the necessary training if the employee expresses an interest. It is understood the training references training offered by the company. Likewise, the inverse situation could arise where the company may find it necessary to bypass employees due to specialty skills they possess and perform in the home department. In those cases the company would attempt to have other employees trained in the specialty area. Common sense should prevail in these situations and training will be provided when the circumstances dictate and operational needs allow.

4. Offer by Seniority

The offering of Job Flexibility assignments by seniority is not applicable on day-to-day activities. This includes the incidental performance of journeyman level tasks of another job classification. Mixed crew and work projects can only be flexed by offering on a seniority basis first, and the company determines the work groups to be flexed, except as identified in 2.b.3.

Intent:

This section provides that job flexibility under day-to-day conditions does not require an offering by seniority, employees may be assigned work for which they are trained and can perform safely. Likewise, it provides that assigned tasks may include journeyman level tasks. In mixed crew and work project flexibility are offered by seniority first, then drafted in inverse seniority.

In situations involving Work Crew Flexibility and Project Flexibility, staffing of flex assignments requires canvassing and assigning based on seniority. In situations involving a crew of employees of different job classifications who will be flexing under the Day-to-Day concept, seniority canvassing and assignment is not necessary and the work may be assigned.

Example:

An example of a combined crew would be where a mechanic, electrician and I& C technician are assigned to a crew to perform an assignment. The mechanic would perform his work and flex into other job classifications as necessary to complete the mechanical work associated with the assignment. Likewise, the electrician and I&C tech would do the same. It is even possible that they would perform work of the other's job classification as they complete their own responsibilities under the Day-to-Day Job Flex concept. What they would not do as a combined crew would be to totally assume responsibilities of the other job classification, for example if the mechanic assisted the electrician in performing electrical work. If that were to happen, or if the work was intended to be completed in that fashion, then the assignment is Work Crew Flex and would appropriately be staffed using seniority.

5. Valuable work experience to be gained

When assignment by seniority is not applicable and work activities provide valuable work experience in other classifications, the company may rotate crews upon request.

Intent:

This provision is intended to provide the option of rotating crews where the assigned work provides employees with the opportunity to gain valuable work experience. This is most applicable in work assigned under the day-to-day job flex concept. The decision to rotate assignments is intended to be made by local supervision in discussion with the union steward.

6. Initial Implementation

Prior to initial implementation of job flexibility, discussion with the appropriate Union Steward will occur.

Intent:

This provision provides that local supervision will sit down with the appropriate union stewards involved and discuss job flex prior to implementation. The idea is to provide for ongoing communication so that the union stewards are aware and can facilitate the implementation of job flex in the departments. This section does not require a sit-down each and every time job flex occurs but rather when job flex is first implemented or as new aspects of job flex are introduced to the departments. Upon request, a member of the Job Flex Committee may become involved in the discussions.

7. Legitimate Fear

In the event an employee expresses, and proves, a legitimate fear of performing tasks assigned under the provisions of this article, the company will, at its discretion, accommodate the employee's request by either not assigning the work to the employee or by modifying the assignment. A legitimate inability to perform work assigned under this article will not be held against an employee in the performance of work within the employee's regular job classification so long as the basis for the legitimate inability does not preclude the employee from performing the essential functions of his/her classification.

Intent:

This provision provides a mechanism for employees to communicate fears they may have in performing work assigned outside their normal department as part of job flexibility. It requires the employee to provide some form of proof acceptable to the company of the fear and allows the company the option of modifying the work assignment to accommodate the fear or to bypass the employee altogether. Additionally, the section provides that a legitimate fear expressed by an employee will not adversely affect his/her position in his/her home department so long as the conditions explained as the basis for the fear do not limit the employee's performance of work functions essential to his/her regular job.

8. Work Crew/Project Flexibility

The lead worker in the crew will be from the lead department.

Intent:

The intent of this section is that in situations involving Project Flex or Work Crew Flex that the lead employee of the crew will be from the lead department.

9. Joint Determination of Qualifications

The qualifications of employees assigned under the job flexibility provisions will be jointly determined by the supervisor and crew chief. Should a question or dispute arise as to the qualifications of the employee, the facts and circumstances of the matter will be discussed between the appropriate Union and Management representatives prior to assigning the employee the work.

Intent:

This provision provides that the decision of whether an employee can safely perform a task assigned under job flexibility will be jointly determined by the supervisor and the crew chief. In the event the supervisor is not available, the decision of the crew chief will control until such time as a discussion with the supervisor can take place. If there is a disagreement, a union steward, or other appropriate union representative, will become involved in the discussion. In the event of an unresolved dispute,

supervision will determine whether the work can be performed safely in accordance with the Personnel Safety Manual.

10. Flex in – Flex out

The Company will not use the provisions of this article to assign employees out of their home department while backfilling with employees assigned under Job Flexibility from another department, although it may occur on a day-to-day activity basis. Likewise, the Company will not assign employees out of a department if using contractors in the same job classification, work group or department, unless otherwise mutually agreed to.

Intent:

This section provides that employees will not be reassigned from one department to another to backfill for employees assigned out of that department under job flex. An example of where an exception may occur is if Electricians are reassigned under job flex out of the Electrical Department into the I&C Department for a project. During their assignment employees remaining in the Electrical Department may flex under the Day-to-Day concept and perform I&C duties without any problems.

Likewise, it was agreed that if contractors were being used in the same job classification and department then employees would not be sent out of the department under Project job flex unless mutually agreed.

11. Contractor impact

One of the objectives of job flexibility is to assist the Company in the reduction or elimination of the use of contractors.

Intent:

It was intended that job flexibility provide the company with a mechanism for employees to become more efficient and skilled which, in turn, would provide the company with greater options to use in-house personnel to complete work. Also, by gaining skills and training through job flex employees would become more versatile and able to complete a more wide range of duties.

12. Job Series

Employees in a bid job or job series will not have their time adversely affected if assigned tasks outside their job series. Calculation of employees' time in grade will include time worked outside their bid job or job series for the purposes of calculating increases in pay. Employees under these conditions returning to their normal job series will be required to complete the necessary training and/or demonstrate the required abilities prior to being assigned full duties of the next level.

Intent:

For employees in a job series providing automatic progression, job flexibility does not serve to affect the employee's progression. If, for example, the Company were to reassign the employee under job flex to another department for a 2 month assignment, the employee's progression time within his regular job would not be affected or delayed due to the job flex assignment.

Example:

An employee is two months short of progressing to the next level of a progression series and is reassigned under Job Flex to another department for three months performing work outside his normal job series. Under this agreement the employee would progress pay wise after two months, even though he is working in the other department. Upon returning to his normal job, the employee would be required to complete the schools and training he may have missed due to the assignment and/or

demonstrate the required abilities and skills before being assigned a full range of duties at the new level.

13. Upgrading

Employees performing tasks of a higher rated job classification under job flexibility outside of their job series, will be upgraded to the appropriate rate on an hour for hour basis up to four (4) hours, after which Article XI, paragraph 8b applies.

Intent:

This section represents a change in the upgrading rules by providing that if an employee is assigned under job flex to perform higher rated work outside their job series, the employee will be eligible for upgrading on an hour-for-hour basis for the first three hours of performing the upgraded work. After the third hour, the provisions of the labor agreement would apply. Note the upgraded work is measured on an hour-for-hour basis. This means if the employee performs work of a higher level for less than an hour, upgrading is not applicable.

Example:

An employee is assigned under job flex to perform work of a higher pay group outside their job series. The employee would receive upgrading on an hour-for-hour basis for the first three hours. After that the contract would control and the employee would be eligible for 8 hours of upgrading if he/she performed the work for 4 or more hours.

Intent:

This section is only applicable to Computer Technicians and Nuclear Security Officers where an employee is assigned and performs work of a higher classification within the job series. Upgrading would be appropriate in progression series except for the last six months of an employee's progression time. During the last six months of each progression step, the employee could be assigned higher level work without upgrading.

14. Promotion/ Demotion

Job experience gained through the performance of tasks assigned under job flexibility will be recognized, considered and applied in determining an employee's qualifications, skills and experience for the awarding of positions under the post and bid procedures and demotion procedures of the labor agreement. In the event an employee's experience gained reflects a major portion of that classifications work, the experience gained will be counted in determining the level at which the job is awarded.

Intent:

The intent here is to recognize and consider job experience employees may gain through job flex assignments when assessing the employee's qualifications for jobs bid under post and bid and demotional opportunities. Job flexibility does not alter or change the rules for awarding positions under post and bid, nor does it alter or change demotion or bumping rules. Rules for Post & Bid, demotion and bumping are specified in the labor agreement. After an employee meets the qualifications of a posted position, and that position is part of a progression or job series, the experience the employee may have gained through job flex is to be considered by the company in determining the level at which the employee is placed into the job series. Additionally, employee's performing jobs of a different classification under job flex are not considered to have held that job on a regular basis.

15. Overtime

In situations involving the assignment of employees under the provisions of Job Flexibility, employees

in the affected job classification of the home department will have first opportunity for overtime. Issues involving unexpected overtime occurring at the end of the work day will be reviewed and resolved locally.

Intent:

This section provides that employees in their home department receive first consideration for overtime within the department prior to an employee assigned into the department from another under job flex.

The committee felt that the issue of unanticipated short-term overtime that occurs at the end of a tour or shift would best be reviewed and resolved on a local basis. In the event the issue cannot be resolved locally in a mutually agreeable fashion, the committee has retained jurisdiction to intercede and to resolve the issue in a way consistent with the intent and purpose of job flexibility.

16. Call Outs

Call Out practices are not affected by job flexibility.

Intent:

The committee clearly did not alter call-out practices by developing job flexibility. Employees called out are fully capable of flexing under the Day-to-Day flex concept in accordance with this agreement. In practical terms this section states that in situations involving call-outs, the company will continue to call upon that type of job classification it has in the past to perform the work in question. It is fully understood that by flexing it may not be necessary to call out other crews or may reduce the number of crews necessary to handle the work.

A level control valve fails closed, I&C technicians are called out as they are the job classification that normally performs this work. The problem is a steam leak on a level switch which is normally I&C work and they replace it, however, the steam leak has damaged the wiring to the switch which also requires replacement, I&C can perform day to day job flex performing the electrical departments work of pulling the new wire into the conduit to finish the job as long as they are trained and qualified.

17. Higher level and Chief's Jobs

The Company does not intend to specifically target higher level jobs or chief's jobs for elimination.

Intent:

This section states that it is not the Company's intent, or the purpose of job flexibility, to specifically target higher paying positions, or Chief positions for that matter, for abolishment. Though, again it is clearly understood that the Company is not precluded from abolishing such positions.

18. Departmental Core Work

Employees will typically perform the core work associated with their job specification. Likewise, it is understood that job flexibility will routinely allow for work outside the employee's normal job but not to the extent that an employee no longer performs his or her traditional work.

Intent:

This section provides assurances that job flex will not be used to change the classification of an employee or the core work traditionally performed by the job classification.

19. Post & Bid vs. Job Flex

The Company will review in advance with the appropriate union representatives, the alternative of

posting positions in situations where assignments under the provisions of job flexibility may last longer than two (2) months.

Intent:

The intent of this section is to provide for communications on situations where employees may be flexed under Project Flexibility from one department to another for periods greater than 2 months. The purpose of the discussion is to explore whether the use of temporary, part-time or other types of positions may provide a more practicable solution. In situations involving longer term flex assignments between departments, it is recommended that discussions be held to consider the possible impact on the departments and employees.

20. Work schedules

Job flexibility will not affect work schedules or an employee's day, shift or scheduled worker status. Likewise, job flexibility does not restrict the Company's ability to change work schedules.

Intent:

This section specifies that an employee's work status is not changed under job flex. If an employee is a day worker and is flexed into a department utilizing scheduled workers, the day worker is still considered a day worker and scheduled appropriately. Likewise, the committee agreed that job flex does not restrict the Company's ability to modify employee work schedules as provided under the labor agreement. It was also agreed that job flex would not affect work schedules of employees where members of the department are Project flexed into or out of the department.

21. Contractual Impact

Only those contract articles, memorandums of agreement, and work practices impacted by this article will be affected and all articles, memorandums of agreement and work practices unaffected will remain unchanged by this article.

22. Committee Retention and Implementation

The joint Union/Management Job Flexibility Committee is vested with the responsibility and authority to oversee the implementation and administration of the job flexibility provisions, and to make modifications to this article as necessary. All issues arising from these understandings will be reviewed by the Committee in an effort to amicably resolve the matters. The Committee's review will not impede the administration of the grievance procedure prescribed by the labor agreement.

Intent:

Given the complexity of the agreement, and the rapidly changing nature of our business, the Committee retained the ability to review and modify the agreement as necessary.

23. Janitors

In those job specifications that do not list housekeeping, employees in higher rated pay groups will flex into the Janitor job classification, but will not be assigned to clean locker rooms or rest rooms. Likewise, those job specifications that do list housekeeping will perform work of the janitor job classification, but will not be assigned to clean locker rooms or rest rooms.

Intent:

An example would be a Security Officer vacuuming rugs, mopping and waxing floors and cleaning windows in their shops/office areas.

24. Employee Evaluations

The technical skills assessment of job performance evaluations are intended to be based upon the

competency and performance of employees while undertaking the tasks of their regular job and not new tasks assigned under the provisions of this article.

Intent:

The evaluation of employees for technical skills will be based on their skills in their normal classifications. Evaluation of other aspects of performance, i.e. attendance, behavior, attitude, etc. would appropriately consider performance during job flex assignments.

Job Specs Memorandum of Understanding
Effective 7/1/06

This intent document applies to the new, modified, and/or eliminated job specifications as noted below. Unless specifically listed in the attachment as new, modified, and/or eliminated job specification, all other job specifications remain unchanged.

Current Job Spec	New/Modified/Eliminated Job Spec	Pay Group
MAINTENANCE		
Electrician Helper – Nuclear	Eliminated	
Electrician A – Nuclear	Associate Electrician	17
Electrician B – Nuclear	Associate Electrician	17
Electrician C – Nuclear	Electrician	21
Chief Electrician A – Nuclear	Chief Electrician	23
Equipment Operator A	Eliminated	
Equipment Operator B	Eliminated	
Head Janitor	Eliminated	
Janitor B	Janitor	1
Janitor C	Eliminated	
Janitor D	Eliminated	
Chief Laborer A	Eliminated	
Laborer	Eliminated	
Maintenance Helper	Eliminated	
Maintenance Mechanic A	Eliminated	
Maintenance Mechanic B	Eliminated	
Maintenance Mechanic C	Associate Mechanic	17
Mechanic Helper – Nuclear	Eliminated	
Mechanic A – Nuclear	Associate Mechanic	17
Mechanic B – Nuclear	Associate Mechanic	17
Mechanic C – Nuclear	Mechanic	21
	Associate Welder	17
	Welder	21
	Associate HVAC Technician	17
	HVAC Technician	21
	Associate Machinist	17
	Machinist	21
Chief Mechanic A – Nuclear	Chief Mechanic	23
Nuclear Locksmith A	Eliminated	
Nuclear Locksmith B	Locksmith	17
Chief Nuclear Locksmith	Eliminated	
Nuclear Security Technician A	Associate I&C Technician	17
Nuclear Security Technician B	Associate I&C Technician	17
Nuclear Security Technician C	I&C Technician	23
Chief Nuclear Security Technician	Chief I&C Technician	25
Relay Tester A	Associate I&C Technician	17
Relay Tester B	Associate I&C Technician	17
Relay Tester C	I&C Technician	23
Technician A – I&C – Nuclear	Associate I&C Technician	17

Technician B – I&C – Nuclear	Associate I&C Technician	17
Technician C – I&C – Nuclear	I&C Technician	23
Chief Technician – I&C – Nuclear	Chief I&C Technician	25
Tool Custodian	Eliminated	
Utility Mechanic A	Utility Technician	10
Utility Mechanic B	Eliminated	
Utility Mechanic C	Eliminated	
OPERATIONS		
Chief Radwaste Operator	Eliminated	
Radwaste Operator A	Eliminated	
Radwaste Operator B	Eliminated	
Radwaste Operator C	Eliminated	
Chief Nuclear FireFighter	Eliminated	
Nuclear FireFighter A	Eliminated	
Nuclear FireFighter B	Eliminated	
Nuclear FireFighter C	Eliminated	
Chief Technician Reactor Analyst	Eliminated	
Technician A Reactor Analyst	Eliminated	
Technician B Reactor Analyst	Eliminated	
Technician C Reactor Analyst	Eliminated	
Relief Operator A	Eliminated	
Relief Operator B	Eliminated	
Relief Operator C	Eliminated	
Relief Operator D	Eliminated	
Relief Operator E	Reactor Operator	56
Relief Operator F	Eliminated	
Relief Operator G	Eliminated	
Relief Operator H	Eliminated	
Relief Operator J	Eliminated	
Relief Operator K	Eliminated	
Relief Operator L	Eliminated	
Relief Operator M	Eliminated	
Relief Operator N	Eliminated	
Relief Operator P	Eliminated	
Relief Operator Q	Eliminated	
Relief Operator R	Reactor Operator	56
Chief Shift Operator– Nuclear	Chief Reactor Operator	58
Nuclear Auxiliary Operator E	Reactor Operator	56
Nuclear Auxiliary Operator C	Plant Operator	21
Nuclear Auxiliary Operator B	Associate Plant Operator	15
ENGINEERING		
Drafting Tech A–T	Eliminated	
Drafting Tech B	Eliminated	
Drafting Tech C	Drafting Technician	17
Designer A	Associate Designer	19
Designer B	Designer	23
Designer C	Designer	23
WORK CONTROL		
	Associate Maintenance Planner	21–23

Maintenance Evaluator (as designated)	Maintenance Planner (Elect/Mech/I&C)	23-25
RADIATION PROTECTION		
Technician A – Radiation Protection	Associate Radiation Protection Technician	17
Technician B – Radiation Protection	Associate Radiation Protection Technician	17
Technician C – Radiation Protection	Radiation Protection Technician	23
Chief Technician – Radiation Protection	Chief Radiation Protection Technician	25

CHEMISTRY		
Technician A – Chemistry and Radiochemistry	Associate Chemistry Technician	17
Technician B – Chemistry and Radiochemistry	Associate Chemistry Technician	17
Technician C – Chemistry and Radiochemistry	Chemistry Technician	23
Chief Technician – Chemistry and Radiochemistry	Chief Chemistry Technician	25
WAREHOUSE SERVICES		
Driver A	Eliminated	
Driver B	Eliminated	
Receiver and Shipper	Materials Handler	18
Stock Handler A	Associate Materials Handler	14
Stock Handler B	Associate Materials Handler	14
Stock Handler C	Materials Handler	18
Generation Storekeeper B	Chief Storekeeper	23

- **Backfill of a Chief Position:** When a Chief is unavailable due to vacation, illness, training, personal leave or any other short term absence, the senior member of that Chiefs area of oversight will perform the chief role without benefit of an upgrade as a developmental opportunity. Should the senior member not desire to take lead role, then the Company will assign by inverse seniority order. Upgrades will only apply in cases of long term absences (6 months or greater) such as medical leave, leave of absence, etc...
- **Upgrading** will not be allowed within a job series (associate and journey levels) except as noted above when a Chief position is temporarily vacated for six months or greater.
- **De-selection process for Chiefs:** The Company intends to reduce the number of existing chiefs in an effort to increase their span of control.
 - Upon ratification, the Company will provide performance expectations to Chiefs. Additionally, Supervisors will provide to affected Chiefs, in the presence of a steward, verbal feedback (positive and/or areas in which to improve).
 - Incumbent chiefs will undergo an interview to assess skills with department leadership with a steward present.
 - Qualified (as determined by management) senior incumbents will assume the new job specification.
 - Those Chiefs that are de-selected will be placed in journey level positions with pay protection within their work group.
- **Elimination of Reactor Analyst Technicians:** Manipulation of reactor core monitoring equipment (hands on) will be retained by the bargaining unit. 3d Monicore, Engineering calculations, sequencing, and process computers retained by management.

- **Disposition of Condition Reports:** The language related to disposition of condition reports as written in the job specifications refers to active participation in the corrective action process such as researching/analyzing the issue and tentative corrective actions, performing cause evaluations, performing reviews, determining/implementing corrective actions, and perform effectiveness reviews on completed condition reports. It is expected that all employees engage in, to the best of their abilities, all facets of the process to assist in site continuous improvement. The approval of the disposition lies with management.

It also is understood that all employees participate in the corrective action program by identifying issues and initiating condition reports.

- **Training** references in job specifications include all types of training as qualified – formal, on-the-job (OJT) and resulting assessments – training proficiency evaluations (TPE).
- **Janitor** In an effort to pay commensurate with the knowledge, skills and abilities of the janitorial function and the local labor market, the Janitor job specification will be reclassified as a stand alone pay group (not part of the wage schedule) until the first janitor is hired/rehired. At such a time, Pay Group 1, Step 4 will be \$12.50/hour. The Janitor position will then become eligible for General Wage Increases. The intent is that the janitorial job compensation remains competitive in the future.
- **Elimination of John Spenard Memo** dated 5/28/1991 regarding upgrade levels.
- **Elimination of MOA Regarding Building Maintenance at NMP** dated 5/16/91.
- **Elimination of MOU Relay Tester Assignments** dated 12/21/82
- **Elimination of Summary Understanding Reached at Joint Company – Union Meeting Materials Management** dated 4/11/1984
- **Elimination of the Summary of Understandings Reached at Joint Company – Union Meeting Radwaste Operators** dated 4/1/87
- **Elimination of the MOU Steam Electric Generating Stations** dated 5/31/78
- **Grievances to be Withdrawn without prejudice or precedent:** 8–N–06 Talamo, 4–N–06 Procedure Writers, 18–N–04 Holland, 7–N–04 Stone, 11–N–03 Procedures.
- **Acceleration of Qualification Book–** If an employee successfully completes their qualification book in less than the time period outlined in the job specification, they will be promoted to journey level status. Successful completion of the qualification books is the primary responsibility of the employee with supervisory oversight, and shall include the mentoring concept.
- **Mapping:** A represented employee holding a position prior to the signing of the 2006 Collective Bargaining Agreement will be mapped to a newly created job specification and deemed to meet the qualifications with pay protection as applicable.
- **Procedure Writing:** The Company has agreed to initially assign up to four (4) employees to perform the tasks of writing maintenance discipline procedures. The Company will assess the qualifications needed to perform this function, and will assign bargaining unit employees accordingly. Future maintenance discipline procedure writing positions will be staffed by management personnel.

- **Lock-in Period:** The Lock-in period only applies to represented employees hired or awarded a newly negotiated position after the signing date of the 2006 Collective Bargaining Agreement.

A represented employee holding a position prior to the signing date of this agreement that is mapped to a newly created job specification is not subject to the up to five (5) year lock-in period.

- **Clearances:** The parties agree that holding a Reactor Operator license is the central qualification for writing clearances. Today, Chief Shift Operators primarily write clearances supplemented by some mix of Aux Oper E (Reactor Operator) who are proficient and receive an upgrade to Chief Shift Operator. Going forward personnel who hold Reactor Operator license – both the Reactor Operator and Chief Reactor Operator will write clearances. Reactor Operators needing a further level of proficiency in writing clearances will receive appropriate guidance prior to assignment. Represented employees may provide input to achieve job proficiency as it relates to the clearance process.
- **Respiratory Qualification:** Both parties agree that Nine Mile Point must maintain a sufficient staff of respirator qualified personnel in Operations (fire brigade and damage control), Radiation Protection (damage control), Chemistry (damage control) and Maintenance (damage control) to meet Fire Protection and Emergency Preparedness program requirements. The parties agree to work together to maintain the appropriate level of respiratory qualified workers that will not marginalize program requirements. The parties further agree to work with impacted personnel who either temporarily or permanently cannot fulfill the respiratory qualification requirement due to health issues. The company may excuse the qualification for employees with temporary restrictions (typically no longer than six months) and retain the employee in their current job specification as long as the impacted program is not marginalized. The company may excuse the qualification for employees with permanent restrictions based on work group requirements and retain the employee in their current job specification as long as the impacted program is not marginalized. If the company cannot excuse the qualification based on program requirements, the company will apply the 25 year letter language.
- **Other duties as assigned by the Company:** The job specification language “other duties as assigned by the Company” is defined as duties within the department.
- **RP Cals:** The radiation process monitor calibration work will be mapped to the I&C job specification along with mapping three (3) RP Calibration Technicians by seniority. These technicians although in the I&C job specification will share vacation selection, overtime and callouts as a separate group from I&C. Additionally, their qualification book and continued training will be the same as the Radiation Protection Technicians. It is also understood that if the Company should fill future jobs in the I&C department for the purpose of performing the work the RP Calibration Techs performed, RP Technicians would be deemed qualified for these positions.
- **Jurisdiction of Committee:** For a period of time post implementation, a Company/Union Committee will be created for the purpose of reviewing and resolving issues associated with implementation and administration of the new job specifications.
- **Welding certifications:** Eliminated (Article VII, Section 9)

MEMORANDUM OF AGREEMENT
BETWEEN
NIAGARA MOHAWK POWER CORPORATION
AND
IBEW SYSTEM COUNCIL U-11
REGARDING
NINE-MILE POINT NUCLEAR SITE

The Company and IBEW System Council U-11 have reached the following agreement relative to safety and radiation levels at the Nine Mile Point Nuclear Site:

1. The annual whole body dose shall not exceed 5 rem per year without discussion with the Brotherhood representatives. Annual whole body dose shall not exceed 6 rem without mutual agreement between the Company and Brotherhood representatives.
2. The Company agrees to have additional permanent storage facilities erected within a period of three months on Elevation 261 for the storing of drums containing radioactive waste not exceeding 200 mr.
3. No bargaining unit employee shall be required to physically handle drums containing high level radioactive waste.
4. Should any area normally accessible without the use of a key to gain access within the restricted area of the plant become contaminated, the contamination will be removed promptly and the area monitored to assure decontamination.
5. Adequate shielding and distances from sources of radiation shall be maintained in the Radioactive Waste Shipping area. The Company shall make every effort to provide additional drum handling equipment in this area within a three-month period.
6. On any job where the dose rate cannot be predetermined, the radiation exposure level shall be monitored periodically as the job progresses as determined by the radiation protection technician in accordance with the established Plant Radiation Protection Procedures.
7. Any personally-owned clothing or equipment which may become permanently damaged by radioactive contamination while the employee is carrying out the duties of his work assignment shall be replaced by the Company.

MEMORANDUM OF AGREEMENT
 BETWEEN NIAGARA MOHAWK POWER CORPORATION
 AND
 IBEW LOCAL 97 REGARDING NUCLEAR AUXILIARY OPERATOR JOB
 SERIES

Niagara Mohawk Power Corporation and IBEW Local 97 agree to the following understandings upon implementation of the new and revised job classifications in the Nuclear Auxiliary Operator Job Series. This agreement will be effective the first Sunday following notification by the Brotherhood to the Company of the successful ratification of this agreement and the associated job specification.

1. Nuclear Auxiliary Operator C responsibilities will include all duties and responsibilities provided for under the following job specifications: Radwaste Operator A,B,C; Chief Radwaste Operator; Nuclear Firefighter A,B,C and Chief Nuclear Firefighters. Classroom training on new systems will be provided to employees currently holding the titles of Nuclear Auxiliary Operator B and Nuclear Auxiliary Operator C prior to the Company's initiation of On The Job Training (OJT)/Task Performance Evaluation (TPE).
2. Future Radwaste Operator and Firefighter vacancies, if approved for filling by the Company, may be filled as Nuclear Auxiliary Operator B positions. Employees holding Radwaste Operator and Firefighter positions as of the signing date of this memorandum will maintain their existing classifications until they vacate the position.
3. Employees holding Radwaste Operator positions as of the signing date of this memorandum will have the opportunity to be reclassified to the Nuclear Auxiliary Operator B progression series within one (1) year of the ratification date of this memorandum provided they first meet the minimum qualifications, or possess equivalent experience acceptable to the Company, required under the Nuclear Auxiliary Operator B job specifications. Such employees will maintain their current rate of pay. Employees holding Firefighter positions as of the signing date of this memorandum will have the opportunity to be reclassified to the Nuclear Auxiliary Operator B progression series within two (2) years of the ratification date of this memorandum provided they first meet the minimum qualifications, or possess equivalent experience acceptable to the Company, required under the Nuclear Auxiliary Operator B job specifications. Additionally, Firefighters will be required to pass the EEI Plant Operator Selection System (PO.S.S.) test prior to being reclassified to a Nuclear Auxiliary Operator B position. Such employees will maintain their current rate of pay.

The Company's initial assignment of employees holding Radwaste Operator and Firefighter positions eligible for reclassification under the terms of this memorandum will be based on the Company's determination of each Unit's operational needs and necessary staffing levels.

4. The Company is committed to maintaining a strong Reactor Operator employee population and will meet annually with representatives of Local 97 to discuss its plans for future classes and positions to be filled with represented personnel. Upon successful ratification of this memorandum, each unit's Reactor Operator license class of 2001 will have a minimum of four (4) qualified bargaining unit employees.
5. Employees holding Radwaste and Firefighter positions, as of the signing date of this memorandum, who successfully reclassify as a Nuclear Auxiliary Operator B and who qualify for Reactor Operator license class, will have one (1) opportunity to attend Reactor Operator license class prior to those Nuclear Auxiliary Operators hired on or after June 1, 2000.
6. Employees as of the date of this memorandum, which includes those previous employees holding positions on the Central Division preferential rehire list as of the signing date of this memorandum, will retain the opportunity to attend Reactor Operator license class and to maintain their Nuclear Auxiliary Operator C classification if, in the future, they are unsuccessful obtaining their Reactor Operator license after two (2) attempts.

Represented employees hired after the signing date of this memorandum will be required to attend Reactor Operator license class when the Company presents the opportunity. In the event an employee is unable to complete the necessary classes or pass the required test after being provided two (2) opportunities by the Company to do so, the employee will be given sixty (60) days to bid another position that may then be available. Should the employee be unsuccessful in finding another position within the sixty (60) days, the employee will be placed into an available vacancy and assume the pay level of the new position.

7. The duties and responsibilities of employees holding Nuclear Auxiliary Operator C positions will include performing switchyard work, once the employee is trained and determined qualified by the Company.
8. The duties and responsibilities of employees holding Nuclear Auxiliary Operator C positions will include providing direction and/or coordination of plant activities to other employees of equal or lower rated job classifications.
9. Represented employees hired after the signing date of this memorandum, and any employee who bids into the Nuclear Auxiliary Operator series after the signing of this memorandum, shall have no bidding rights for three and one half (3 1/2) years from the date of award into the series. Employees holding Radwaste Operator and Firefighter positions, as of the signing date of this memorandum, who successfully reclassify into the Nuclear Auxiliary Operator job series are not bound by the lock in period.
10. Internal represented candidates seeking to enter the Nuclear Auxiliary Operator job series will be subject to taking the Plant Operator Selection System (P.O.S.S.) test as administered by the Company.
11. Upon receipt of formal notification from Local 97 regarding the successful ratification of this memorandum and the attached amended job specification for Nuclear Auxiliary Operator C, by the membership of the Local, the pay rate of the position will be amended to pay group 21. The increase in pay levels will be effective the first Sunday following receipt of the notification.

**NUCLEAR SECURITY OFFICERS
MEMORANDUM OF AGREEMENT
BETWEEN
NINE MILE POINT NUCLEAR STATION
AND
LOCAL UNION 97, IBEW**

WHEREAS, the Company and the local have long recognized the underlying potential conflict of interest regarding the inclusion of Nuclear Security Officers in the same unit with other represented employees; and

WHEREAS, both parties recognize that because of the highly specialized nature of security obligations required by the Nuclear Regulatory Commission and other regulatory bodies at nuclear plants and because of the strong likelihood that such obligations can and undoubtedly will be substantially intensified; and

WHEREAS, Nine Mile Point Nuclear Station is one of the few remaining nuclear generation stations which continues to meet the security obligations imposed by such agencies with its own employees.

NOW, THEREFORE, the Company and Local Union 97, agree:

- I. That so long as Nine Mile Point Nuclear Station continues to fill the statutory and regulatory requirements with its own Nuclear Security Officers (while reserving the right to transfer all or part of this function to the federal government or to independent contractors), such Nuclear Security Officers employed by Nine Mile Point Nuclear Station will be allowed to be a part of the overall bargaining unit and will be covered by and subject to all of the terms and conditions of employment specified by the current collective bargaining agreement between the Company and Local 97 except those which are inconsistent with Paragraphs A through H below. The provisions of Paragraphs A through H below shall supersede all contrary provisions of said collective bargaining agreement.
 - A. No Nuclear Security Officer employee shall engage in a strike, slowdown or work stoppage at any time, whether during or after the term of any labor agreement, or under any circumstance, nor shall Local 97, IBEW, authorize such action. It shall be the duty of all Nuclear Security Officer employees to cross picket lines, whether primary or secondary and whether established by Local 97, IBEW, or by any other labor organization. Any Nuclear Security Officer employee who fails to abide by this provision shall be subject to immediate discharge, without recourse of any kind, including recourse to rights under the National Labor Relations Act, which rights are hereby expressly waived.
 - B. Supervisory personnel shall not perform bargaining unit work except insofar as the Company makes incidental assignments to such employees in order to comply with requirements of the Nuclear Regulatory Commission or other governmental agencies, or insofar as it is necessary in order to respond to any situation that tends to reduce the level of security on the site.

- C. Irrespective of any limitations contained in the job specifications for Nuclear Security Officers, the Company may require such Nuclear Security Officers to perform any security-related duty which it may assign in order to conform with any law or regulation.
 - D. The Company or Local 97 shall not be required to continue or to recognize any local practices affecting Nuclear Security Officer employees that developed or existed prior to their status as bargaining unit employees.
 - E. Vacancies occurring in the Nuclear Security Officer classification will be posted, and first consideration will be given to eligible bidders. The Company reserves the sole right, however, to fill such vacancy irrespective of the promotion provisions of the collective bargaining agreement or the job specification qualifications or the qualifications of the applicants.
 - F. The above E does not apply to Nuclear Security Officer B, C, and Chief.
 - G. Employees in the Nuclear Security Officer series shall have no bidding rights for a five (5) year period with limitations of 25% of an existing complement at a specific work location being eligible for release during a calendar year.
 - H. In the event of demotion, layoff, reduction in the workforce, termination, or rehire, up to 13%, but no more than four (4) per crew, of the Nuclear Security Officer positions will be made available for the procedure described in Article XI.
- II. That no disciplinary action, harassment, coercion or intimidation will be brought against any employee in the Nuclear Security Officer classification for performing his assigned duties by Local 97, IBEW, its officers, agents or affiliates.
 - III. Article IV below, notwithstanding, it is expressly agreed that any amendments or improvements in the collective bargaining agreement negotiated and agreed to between the parties will be applicable to eligible Nuclear Security Officers in the same manner and effective at the same time as with all other eligible represented employees covered by the agreement.
 - IV. This Agreement shall expire at midnight on June 30, 2011 and will not automatically renew unless the parties otherwise mutually agreed, in writing, prior to the date of expiration.

MEMORANDUM OF UNDERSTANDING
BETWEEN NIAGARA MOHAWK POWER CORPORATION
AND LOCAL UNION 97
REGARDING PART-TIME EMPLOYEES

With the cooperative effort between the parties, the Joint Mutual Gains Committee has concurred that the utilization of part-time employees will be determined in accordance with this understanding.

1) A part-time employee is a worker who normally works under the following type conditions which are not considered all inclusive;

- a) during peak periods;
- b) when the work does not demand a full-time employee;

A part-time employee customarily works less than 31 hours in a week. When scheduled to work within a given work week (Monday through Sunday), a part-time employee will be scheduled to work a minimum of eight (8) hours per week.

- 2)
- a) The addition of part-time employees within a specific work group will not be utilized to reduce regular full-time positions within, that work group.
 - b) The addition, of part-time employees within a specific work group will not be utilized to reduce temporary or duration positions, or the upgrading of lower rated employees.
 - c) Regular occupied full-time positions that are abolished cannot be filled with part-time employees for a period of one (1) year from the date of abolishment. At the end of the one (1) year time period, if the work load does not dictate a full-time position, a part-time position may be utilized. At the conclusion of the current Labor Agreement on May 31, 2001, this waiting period will revert back to two (2) years from the date of abolishment, unless otherwise mutually agreed.
 - d) If a regular occupied full-time position is vacated by an incumbent for any reason other than abolishment (bids out, retires, etc.), and the work load no longer dictates a full-time position, a part-time position may be utilized.
 - e) The Company will not hire two (2) or more part-time employees in one department and/or work group if a regular full-time employee could perform the same work in an 8-hour day, 40 hours per week, unless otherwise mutually agreed to between the parties.

3) Seniority

- a) Company seniority of part-time employees for purposes of promotions, demotions and layoffs only will be calculated by Human Resources, commencing from the date of hire to, or physical possession of, a part-time position and will accrue three months of seniority for every 520 hours paid at a straight time rate. Using this formula the calculation of seniority -will occur twice per year and will be based on the hours accumulated as of the first work day of January and July.

- b) Regular full-time employees who attain a part-time position will carry present Company seniority and will add to that seniority using the part-time formula as calculated by Human Resources.
- 4) Employees in a progression series will progress in accordance with the job specifications on the basis of 2,080 hours equaling one (1) year. Only actual hours worked will be accumulated.
- 5) Post and Bid
 - a) All part-time positions will be posted in accordance with the applicable post and bid procedure.
 - b) Job awards will be made in accordance with the applicable post and bid procedure.
 - c) When a regular, probationary or temporary employee successfully bids a part-time position, such employee will be required to serve thirty-six (36) months as a part-time employee before being considered a regular bidder for a full-time vacancy.
 - d) A part-time employee may bid another part-time position, or a full-time position after thirty-six (36) months as a part-time employee.
- 6) In case of curtailment of the workforce, regular full-time employees may displace part-time employees, if qualified.
 - a) Part-time employees cannot bump or displace full-time regular employees.
 - b) A part-time employee can only bump a part-time employee with less seniority.
 - c) A regular displaced employee can bump into any part-time position for which they are qualified.
- 7) Regular employees attaining a part-time position from a rehire list will retain their rehire rights according to their seniority at the time of their original layoff.
- 8) Regular full-time employees attaining a part-time position will be required to take their year to date earned vacation prior to assuming the part-time position. The company will make a reasonable effort to allow for the use of the vacation. Part-time employees will be eligible for one (1) week paid vacation equivalent to their averaged hours worked, as a part-time employee after attaining one (1) year (2,080 hours) of Company seniority.
- 9) This part-time agreement covers all job classifications as listed in Schedule A of the Labor Agreement.
- 10) a) Hours of work for a part-time employee on any work day will be consecutive, i.e., there will be no split shifts.

b) If a part-time employee is scheduled for a shift which is canceled by the Company with less than twelve (12) hours notice, the part-time employee will receive a minimum of two (2) hours pay.
- 11) Shift and schedule premiums do not apply to part-time employees.
- 12) Part-time employees will remain in Step 1 of the appropriate wage schedule for all employees hired on or after June 1, 1982, on a permanent basis.

13) Benefit Package

Part-time employees will be immediately eligible to participate in the same catastrophic major medical plan available to temporary and probationary employees.

These rates are subject to annual review and change by the insurance carrier. The costs for this coverage will be assumed by the participants.

14) The intermittent Plant Guard is excluded from this Understanding.

15) Other Contractual Benefits

a) Part-time employees who work in excess of eight (8) hours a day will be compensated at the rate of 1 1/2 times their normal hourly rate. This overtime rate will not apply to employees who are scheduled for more than eight (8) hours in a day.

b) Part-time employees will receive a holiday premium of \$.50 per hour for the eleven (11) holidays as referenced in and in accordance with Article XIII, paragraph 1.

16) It is the intent of the Joint Mutual Gains committee that this part-time agreement reflects all terms and conditions, benefits and contractual rights of part-time employees. To assure proper implementation and administration of this agreement, this Joint Mutual Gains Committee, for the first year, will meet every three (3) months commencing approximately February, 1997, to review progress, address issues not specifically contained herein and recommend changes as mutually agreed upon by the Company and Local Union 97. The committee's review will not impede the administration of the grievance process.

17) All grievances and arbitrations associated with the Part-time Agreement are settled as a result of this Memorandum of Understanding revised December 5, 1996. In the future, the terms and conditions of this revised agreement will govern the use of part-time employees.

MEMORANDUM OF UNDERSTANDING

BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

LOCAL UNION 97

REGARDING

PRESCRIPTION SAFETY EYE GLASSES

Through the cooperative effort between the parties, the Joint Mutual Gains Safety Eye Glass Committee, with safety as a priority, has concurred that the administration of the Prescription Safety Eye Glasses Program for active, full time regular represented employees or those employees required by the company to wear safety eye glasses will be as follows, effective 60 days following the signing of this agreement.

1. Covered employees will be allowed either of the following at their option, per calendar year; a) one pair of metal framed prescription safety eye glasses and one pair of plastic framed prescription safety eye glasses, or; b) two pairs of plastic framed prescription safety eye glasses.
2. Covered employees will utilize Safety eye glass Fit Centers identified by the Vendor throughout the company service territory. Employees may select an optometrist of their choice; however, all eye glass orders will be processed at the Fit Centers. These centers will process employee prescription safety eye glass requests, provide repairs when required, and are available for obtaining new prescriptions. Employees are responsible for the cost of prescriptions.
3. Fit Centers will process completed safety eye glass forms through the Company's offsite vendor and be responsible for notifying employees when glasses are returned. If not contacted within three (3) weeks, the employee is requested to call the Fit Center. When notified, the employee will return to the Fit Center for fitting and prescription verification. If the prescription is incorrect or eye glasses are damaged, the Fit Center will return the eye glasses to the Company's vendor for correction or replacement.
4. Covered employees will be required to provide a valid Company identification and employee number to the Fit Centers.
5. The vendor catalogue provided by the Company will be made available at all Fit Centers, and also to the members of the Joint Mutual Gains Safety Eye Glass Committee.
6. Prescription order forms and frame selections will be provided only at the Fit Centers.

7. Frame selections available to covered employees will be limited from Group A up to and including Group E in the current vendor catalogue. If the Company's contract with the off site vendor expires and a different vendor is selected by the Company, frame selections of the new vendor will remain comparable. Other options such as type of lens (progressive, bifocal, trifocal, polycarbonate, etc.), tint, anti-scratch coat, UV treatment, and anti-reflective coat will also remain comparable.
8. Eye glass prescriptions more than two (2) years old will not be dispensed.
9. Covered employees will pay \$12.00 to cover dispensing, fitting and other associated charges, for each pair of prescription safety eye glasses ordered. Payments will be made through payroll deduction upon vendor verification to the company of the eye glass order.
10. Covered employees who are exposed to electrical hazards are not precluded from obtaining one (1) pair of metal framed prescription safety eye glasses per calendar year, for use only in non-energized areas, in accordance with paragraph one of this memorandum. Covered employees will continue to be required to follow all safety rules, especially those addressing non-conductive eye glass frames in energized areas. This memorandum of agreement does not modify, alter or change any safety rules.
11. The Joint Mutual Gains Safety Eye Glass Committee will reconvene during December 1997 to review and discuss the implementation of this program.

**LOCAL UNDERSTANDING
BETWEEN
NIAGARA MOHAWK POWER CORPORATION, NUCLEAR BUSINESS UNIT
AND
I.B.E.W. LOCAL UNION 478
REGARDING
DAY/SHIFT COMPLIMENTS IN THE RADIATION PROTECTION DEPARTMENT**

Pursuant to Appendix D, Paragraph 65 of the Labor Agreement and in recognition of the uniqueness of the Radiation Protection Department and the requirement to provide appropriate manpower to the departments they support, the following understanding has been reached with regard to the shift workers in the Radiation Protection Department at Nine Mile Point:

- 1) The Radiation Protection Departments at Nine Mile Point 1 and 2 will each maintain rotating twenty-four (24) hour shifts and one relief shift.
- 2) In addition, a maintenance shift will be created whereby workers will rotate on a modified shift schedule to support maintenance activities.
- 3) It is understood that changes in manpower requirements may require changes to the maintenance shift schedule at each unit. However, the intent of the schedule is long term. Any changes shall be discussed with the Brotherhood on a local basis.
- 4) Each unit will implement a maintenance shift. The maintenance shift will be manned with shift workers not assigned to the rotating shift or rotating shift relief.
- 5) There will be no turnover pay or paid lunch for maintenance shift workers. If workers are required to work through lunch or beyond the normal work period, they shall be paid for overtime in accordance with the Labor Agreement.
- 6) The maintenance shift schedule will contain a designated maintenance shift relief week as part of the normal rotation.
- 7) The maintenance shift will have a built in overtime day in the rotation. Employees scheduled to work overtime are expected to report, just as on any other day, unless specific arrangements are made in advance with supervision.
- 8) Minimum qualification for maintenance shift staffing is ANSI qualification. Original selection for rotating and maintenance shifts will be by union seniority. However, initial staffing of the maintenance shift will be by seniority and ANSI qualification, with the understanding that when senior workers meet this qualification, they will be allowed to take possession of their originally selected position.
- 9) At each unit the ratio for shift/days will be 60/40. However, to ensure sufficient manpower, the Chief Technicians will be split to six shift workers and two day workers. An extra day worker shall be assigned from the progression technician group.
- 10) Rotating relief shift workers will receive a paid lunch unless they are in a classroom training session.
- 11) Rotating relief shift workers will receive a paid lunch and will continue to work an eight hour day

with the understanding that they may be required to work beyond eight hours and will receive overtime pay in accordance with the Labor Agreement.

12) Rotating shift turnover pay will be as follows:

DAYS WORKED	1	2	3	4	5
Chief Tech	1	1-1/2	2	2-1/2	3
ANSI B & C's	1/2	1	1-1/2	2	2 Hours
Non-ANSI B & C's	1/2	1/2	1	1	1 Paid

Shift turnover pay will also be paid on overtime at the applicable overtime rate and hours.

Turnover pay will NOT be paid, under the following conditions;

- a) Vacation, floating holidays, Code 60's
- b) Training
- c) Code 14, if all day
- d) Activities away from site, including illness
- e) When not assigned to shift

- 13) All future Job openings are subject to the post and bid process. Rotating shift relief positions shall be so noted (as relief) on the vacancy posting. Radiation protection calibration technicians will beclassified as day workers.
- 14) It is understood that the Site shipping group positions previously discussed are cancelled and will not be filled without precedent or prejudice.
- 15) The parties agree to implement this understanding as soon as possible with full implementation to be completed no later than September 1, 1992.
- 16) This understanding will stand alone without precedent or prejudice in any other case. Both parties agree that issues contained within may have to be readdressed in the future and negotiated between the parties. Neither party waives any rights under the existing labor agreement. This understanding will be approved through the normal procedure. In the interim, to satisfy department needs, the above agreement may be implemented.

GUIDE FOR ADMINISTRATION
ARTICLE IX, PARAGRAPH 7 - LABOR AGREEMENT
(REST AFTER EXTENDED OVERTIME)

For the purpose of administering the provisions of Paragraph 7, Article IX of the Labor Agreement on a uniform basis throughout the System supervisor forces are requested to be governed by the following guide:

1. Nothing in this guide is intended to require the Company to excuse an employee before the work for which the overtime was authorized is completed.
3. No distinction is to be made between pre-arranged and call-out overtime.
4. Only those hours falling within the eight hours immediately preceding a regularly scheduled tour of duty are to be considered in determining the rest period that is to be granted.
5. After an overtime period of work commencing more than four hours before, and falling within the eight hour period immediately preceding the next regularly scheduled tour of duty within the basic 40-hour work week, rest time should be granted as follows:
 - a) Less than two hours of actual work performed - no rest period.
 - b) Two hours or more but less than five hours of actual work performed - one-half of the next regularly scheduled tour of duty.
 - c) Five hours or more of actual work performed - the entire next regularly scheduled tour of duty.
6. Notwithstanding the above provision, when overtime begins more than twelve hours immediately preceding the continues into the eight hours immediately before the next regularly scheduled tour of duty, then a period of eight hours rest will be granted prior to starting of the next regularly scheduled tour of duty.
7. In addition to the foregoing guide, in unusual circumstances, Supervisors are expected to continue to exercise discretion in complying with the purpose intended to be accomplished by this contract provision.

MEMORANDUM OF UNDERSTANDING BETWEEN
NIAGARA MOHAWK POWER CORPORATION
AND
SYSTEM COUNCIL U-11, IBEW
REGARDING
DETERMINING SENIORITY DATE FOR
TEMPORARY EMPLOYEES BECOMING REGULAR

The Company and System Council U-11, IBEW have reached the following understanding:

1. When an employee who was hired as a temporary employee is made regular, his company service will begin on the first day he reported to work immediately following the last interruption in his service as a temporary employee. If there was no interruption in his service as a temporary employee, his company seniority will begin on the day he first reported to work.
2. The attendance record of the employee for the period during which he was classified as temporary will be reviewed at the time he is assigned probationary status to determine the date on which his company service will begin. For this determination, absences of more than ten consecutive scheduled working days will be considered an interruption in service with the following exceptions:
 - (a) when the employee is unable to work because of a compensable injury;
 - (b) when the employee is required to report for Jury Duty and/or Military Duty.

Revised effective: 7/1/03
Local Understanding Twelve-Hour Shift
Nine Mile Point Shift Workers
Dated 12/22/94

TWELVE-HOUR SHIFT AGREEMENT
NINE MILE POINT SHIFT WORKERS

I. INTRODUCTION

- a). This understanding describes the terms under which shift workers assigned to Nine Mile Point would work a rotating shift schedule of 12-hour shifts. Relief and training shifts will be determined in each department prior to ratification. Any change in the relief and training shift in a department will not be implemented until thorough discussion takes place between the Parties.
- b). This understanding on 12-hour shifts will only be implemented for shift workers assigned to Nine Mile Point by specific department after ratification according to the by-laws of the I.B.E.W. Local #97. Any expansion of this understanding to other work groups would require discussions, agreements, and ratification according to the by-laws of the I.B.E.W. Local #97.

II. CONDITIONS FOR IMPLEMENTING THIS UNDERSTANDING

The conditions under which the parties will implement this understanding are as follows:

- 1. The bargaining unit employees assigned to their respective Departments must agree to this proposal as determined by ratification process to be conducted by Local Union 97.
- 2. The 12-hour rotating shift will be adopted for a trial period of one year. The Company may at any time eliminate the 12-hour shift schedule if it affects the safe and efficient operation of the Nine Mile Point Units after notifying the Local Union.
- 3. If either party desires to discontinue or modify the 12-hour shift schedule, either may do so by notification of the other party in writing, with 60 day notice, at which time all previous Labor Agreement Schedules will resume.

In the event this agreement is cancelled by either party under the 60 day notice provision, the employees assigned to the 12-hour shifts will return to their original 8-hour rotating shift schedule with all past practices, agreements and provisions.

- 4. Coverage for unforeseen absences will be in accordance with substitution procedures as agreed to in each specific department.

III. PAY PRACTICES

A. Straight time vs. Premium Rates of Pay

1. The payroll week will remain unchanged (i.e., Sunday @ 0000 hours to Saturday @ 2400 hours).
2. Straight time shall be paid for the 12-hour or 10-hour scheduled working shift, with overtime at the appropriate rate outside those hours.
3. All paid absences on a 12-hour or 10-hour regularly scheduled workday will be paid and charged on a straight-time basis.
4. All hours worked in excess of 40 hours in the scheduled work week, all hours worked in excess of 36 hours in the 36 hour work week, and all hours worked on 1st and 2nd days of rest, will be overtime and paid at the appropriate rate per the Labor Agreement.

B. Identification of 1st and 2nd Days of Rest

1. As in any Sunday through Saturday work week, an employee will only have one (1) second day of rest. When the Company schedules an employee to work seven (7) consecutive days, none of which is a double-time day, such 7th day will be paid at the double-time rate.
2. If the employee has three or more scheduled days off in a specific week, Sunday, or if Sunday is worked at straight time, the last scheduled day off before the next Sunday will be the employee's 2nd day of rest.
3. All other scheduled days off will be treated like a first day of rest, except as outlined in #1 above.

C. Holiday Pay

1. Holiday Worked: An employee scheduled to work on a contract holiday will be paid time and one-half the straight time hourly rate for the hours worked on the holiday. In addition, the employee will receive holiday pay at the straight time rate for the hours necessary to meet the scheduled basic forty (40) or (36) hour work week, not to exceed 12 hours on a holiday.
2. Holiday Not Worked: An employee scheduled to work 12-hour days in a week having a contract holiday, will be paid 8 hours per holiday.
3. Pay for work on a contract holiday when it is the employee's day off will be in accordance with the Labor Agreement.

III. PAY PRACTICES (cont'd)

D. Vacation

1. Under the 12-hour shift understanding, employees will be paid at the straight time hourly rate for all vacation hours, scheduled and approved; i.e., employee scheduled for a 12-hour shift, vacation for 12 hours will be charged.
2. Vacation eligibility will remain as per the contract allowance. However, vacation time will be charged and recorded in increments depending on scheduled hours.
3. When vacation day(s) are encompassed by or contiguous to a contract holiday on a normally scheduled 12-hour shift, employees will charge 8 hours holiday and 4 hours respectively, vacation time. In lieu of vacation time use, the employee may elect to accept a reduction in pay hours equivalent to the additional vacation time.

E. Sick Pay

1. Under the 12-hour shift understanding, employees will be paid at the straight time hourly rate for all eligible sickness hours, i.e., employee scheduled for 12-hour shift, sickness for 12 hours will be charged.
2. In the event of extended disability or illness beyond the first 40 hours, the employee will be treated as a day worker for the purpose of time codes, i.e., 8 hours per day, five days per week.
3. Employees called for Jury Duty will be rescheduled to work 8 hours per day (Monday through Friday).

IV. Meals

An employee who works scheduled shift (8, 10 or 12) hours within the basic 40 or 36 hour scheduled work week will provide their own meal. Meal entitlement will be provided for overtime hours worked outside scheduled hours in accordance with the Labor Agreement.

V. Tours of Duty

Twelve (12) hour shifts will begin at 6:30 am and 6:30 pm. The Company may start the shifts as much as (1) hour earlier or later with 48 hours notice and will be discussed with the appropriate Brotherhood Representative before posting. Changes made without 48 hours advance notice shall require compensation in accordance with the Labor Agreement.

VI. Local Administration

Recognizing that this understanding represents a change to historical shift scheduling, it may become necessary from time to time to jointly discuss issues which may arise that are not addressed in this understanding. It is understood that the Company and Local Union 97 will continue to meet as

required to address these issues in an effort to maintain consistent administration of the Labor Agreement.

VII. **Turnover Pay**

Turnover pay and practices will not be changed as a result of this understanding and will remain the same weekly amount paid prior to this agreement except as provided below:

- No turnover pay during training and no training weeks
- When an employee is called out or scheduled to work on their scheduled day off for a shift requiring turnover during a training or no training week only, employee would be paid the actual turnover time.
- If you are absent during your scheduled work week due to illness (code 30), sickness paid at 80% (code 80), personal excused absence (code 14), excused absence paid other (code 15), holiday (code 10), excused absence not paid (code 60's), carryover vacation (code 03), vacation (code 13), purchased vacation (code 12), floating holidays (code 05), excused absence death in family (code 20), worker's compensation (code 40), disability (code 50's) and union business (code 18, 19 and 53) and are then called in on your scheduled day off as shift of record, the deduct to your turnover time will be added back in not to exceed the maximum allowed turnover pay per week.

VIII. **Shift premium**

Shift differential will be paid at the rate of the labor agreement. It will be understood that the language referring to "second and third shifts Monday through Saturday and the first Shift Saturday" in Article VII paragraph 3c. will pertain to the hours of 1600 to 2400 and 2400 to 0800 hours Monday through Saturday and 0800 to 1600 Saturday. Sunday will be the same as the Labor Agreement.

IX. **Effective Date of Implementation**

Pending appropriate approvals and ratifications according to Local #97 by-laws as may be required, the 12-hour shift will be implemented beginning on or about January 1, 1995.

X. All issues relating to the operation of schedules not specified herein will be governed by the Labor Agreement. This understanding is without precedent or prejudice.

NIAGARA MOHAWK POWER CORPORATION/300 ERIE BOULEVARD WEST, SYRACUSE, N.Y. 13202/TELEPHONE
(315) 474-1511

June 14, 1972

Mr. Donald E. Elliott
Chairman,
System Council U-11, IBEW
536 Bradley Street
Watertown, New York 13601

Dear Mr. Elliott:

During the recently concluded 1971 negotiations, the Brotherhood submitted a proposal, BP #12, to improve the 25 Year Letter. The Company agreed, pending Pay Board approval, to make certain amendments to this agreement as follows:

- 10 years but less than 15 years of service – not more than 3 pay group reduction;
- 15 years but less than 18 years of service – not more than 2 pay group reduction;
- 18 years but less than 20 years of service – not more than 1 pay group reduction;
- 20 years or more of service – no pay reduction

For clarification and in summary, the 25 Year Letter originated as three separate letters issued by the Presidents of former constituent companies prior to consolidation of Niagara Mohawk in 1950. These letters contain the company policy for treatment accorded eligible employees who suffer a disability sufficiently severe to preclude the possibility of continuance of their usual type and grade of work without further injury to health but who are not incapacitated for further gainful employment.

Subsequent changes have been initiated to:

1. Modify the terms of eligibility from 25 years to 23 years, effective June 1, 1960.
2. Further modify terms of eligibility in graduated steps to include those employees with 10 or more years of service, effective June 1, 1965.
3. Revise the provisions so that an affected employee would receive a general wage increase based upon his sustained rate of pay rather than on the rate for the job assigned. This was effective June 1, 1970.

For your records, I am enclosing copies of the original letters, the memorandum outlining the changes in 1965, together with a signed copy of the most recently agreed to modifications outlined in paragraph one of this letter.

So that all locals will be advised, copies of this letter are being furnished to the Presidents of all Locals, the Business Manager of Local Union 1339 and to International Representation, Mr. John McDermott.

Very truly yours,

J. J. Ehlinger
Vice President - Employee Relations

25 YEAR LETTER

(1972 Labor Agreement Negotiations)

During the 1972 Labor Agreement Negotiations, the Company reaffirmed its policy outlined in the so-called Twenty-Five Year Letter, and agreed, effective June 1, 1972, the conditions of eligibility for this benefit would be revised and improved as follows:

10 Years but less than 15 years of service – not more than 3 pay group reduction;

15 Years but less than 18 years of service – not more than 2 pay group reduction;

18 Years but less than 20 years of service – not more than 1 pay group reduction;

20 Years or more of service – no pay reduction

25 YEAR LETTER

(1965 Labor Agreement Negotiations)

During the 1965 Labor Agreement Negotiations, the Company reaffirmed its policy outlined in the so-called 25 Year Letter, a non-contractual benefit, and agreed with the Brotherhood that effective June 1, 1965, the conditions of eligibility for this benefit would be revised and improved as follows:

10 Years but less than 15 years of service – not more than 3 pay group reduction;

15 Years but less than 20 years of service – not more than 2 pay group reduction;

20 Years but less than 23 years of service – not more than 1 pay group reduction;

23 Years or more of service – no pay reduction

NIAGARA MOHAWK POWER CORPORATION/300 ERIE BOULEVARD WEST, SYRACUSE, N.Y. 13202/TELEPHONE
(315) 474-1511

July 26, 1960

Mr. B. J. Storrin
Chairman of the System Council
IBEW Local Unions
16 Munson Street
Potsdam, New York

Dear Mr. Storrin:

You will recall that during negotiations when the Brotherhood withdrew its proposal to make the 25 Year Letter a part of the labor agreement the Company announced that it would not only continue its policy outlined in the 25 Year Letter but it would also make the benefits therein provided available to otherwise eligible employees with 23 or more years of service, on the basis as such benefits have been administered.

In accordance with our understanding, a copy of the 25 Year Letter and a copy of this letter is being furnished to the Presidents of all Local Unions and the Business Manager of Local Union #1339.

Very truly yours,

NIAGARA MOHAWK POWER CORPORATION

Frank M. Osta
Vice President - Employee Relations

Attachment

cc: John P. Daly

COPY

ALBANY 1, N.Y.

June 22, 1949

Mr. James Turner, Chairman
Joint Board of Local Nos. 137,
1369, 1371, 1378 and 1385,
International Brotherhood of Electrical Workers,
American Federation of Labor

Dear Sir:

This Company in line with our several conversations, will establish for the time being, the following as a Company policy with respect to regular employees with twenty-five or more years of continuous service.

Such regular employee who suffers bona fide non-occupational disability sufficiently severe to preclude a possibility of continuance of the usual type and grade of work without further injury to health, but who is not incapacitated for further gainful employment, will be transferred to a job classification which he is able, in the judgment of the management to perform and shall receive the same rate of compensation as theretofore for a basic forty hour week but he will not be eligible for wage increases beyond the maximum rate for the job classification he is performing.

Since in cases coming within the purview of the Workmen's Compensation Act, benefits accrue to the employee by way of awards for schedule losses, the treatment accorded such employees by the Company will be handled on an individual basis, not necessarily identical to, but in harmony with the treatment to be accorded employees of comparable service who suffer non-occupational disability.

The Company reserves unto itself, the final decision on the question of disability or the extent of it and as to whether or not it is sufficient in its severity to justify the application of the principle herein set forth and also reserves to itself the privilege of modifying or rescinding this plan in any manner whatsoever.

The Company desires to see and to know more about how such a plan will work out before suggesting that there is a permanency to the basis of it.

Very truly yours,

W. J. Gilson
President

COPY

CENTRAL NEW YORK POWER CORPORATION

June 27, 1946

Mr. William Haenlin, President Local B-79
International Brotherhood of Electrical Workers
143 Fitch Street
Syracuse, 4, N.Y.

Mr. Lawrence McLaughlin, President Local B-310
International Brotherhood of Electrical Workers
1923 Briar Avenue
Utica, N.Y.

Mr. Floyd Vandish, President Local B-478
International Brotherhood of Electrical Workers
161 E. Mohawk Street
Oswego, N.Y.

Mr. Harold Wheeler, President Local B-554
International Brotherhood of Electrical Workers
429 E. Hoard Street
Watertown, N.Y.

Mr. Herbert Perkins, President Local 836
International Brotherhood of Electrical Workers
Hannawa Falls, N.Y.

Mr. William Warner, President Local B-1484
International Brotherhood of Electrical Workers
18 McHarrie Street
Baldwinsville, N.Y.

Mr. Edward Horgan, President Local B-1487
International Brotherhood of Electrical Workers
1510 Dudley Street
Utica, N. Y.

Mr. Earl Crandall, President Local B-1494
International Brotherhood of Electrical Workers
P. O. Box 63
Brownville, N. Y.

Dear Sirs:

This Company in line with our several conversations, will establish for the time being the following as a Company policy with respect to regular employees with twenty-five or more years of continuous service:

Such regular employee who suffers bona fide non-occupational disability sufficiently severe to preclude the possibility of continuance of the usual type and grade of work without further injury to health, but who is not incapacitated for further gainful employment, will be transferred to a job classification which he is able, in the judgment of the management, to perform, and shall receive the same rate of compensation as theretofore for a basic forty-hour week, but he will not be eligible for wage increases beyond the maximum rate for the job classification he is performing.

Since, in cases coming within the purview of the Workmen's Compensation Act, benefits accrue to the employee by way of awards for scheduled losses, the treatment accorded such employees by the Company will be handled on an individual basis, not necessarily identical to, but in harmony with, treatment to be accorded employees of comparable service who suffer non-occupational disability.

The Company reserves unto itself the final decision on the question of disability or the extent of it and as to whether or not it is sufficient in its severity to justify the application of the principles herein set forth, and also reserves to itself the privilege of modifying or rescinding this plan in any manner whatsoever.

The Company desires to see and to know more about how such a plan will work out before suggesting that there is a permanency to the basis of it.

Very truly yours,

J. L. Haley, President

COPY

CENTRAL NEW YORK POWER CORPORATION

May 23, 1946

Mr. Bernard J. Murphy
Business Representative, IBEW
White Building
Buffalo, N. Y.

Dear Mr. Murphy:

This Company, in line with our several conversations, will establish for the time being the following as Company policy:

Any regular employee who after twenty-five years or more of service suffers bona fide non-occupational disability sufficiently severe to preclude the possibility of continuance of the usual type and grade of work without further injury to health, but who is not incapacitated for future gainful employment, will be transferred to a job classification which he is able, in the judgment of the management, to perform, and shall receive the same rate of compensation as theretofore for a basic forty-hour week, but he will not be eligible for wage increases beyond the maximum rate for the job classification he is performing.

Since, in cases coming within the purview of the Workmen's Compensation Act, benefits accrue to the employee by way of awards for scheduled losses, the treatment accorded such employees by the Company will be handled on an individual basis not necessarily identical to, but in harmony with, treatment to be accorded employees of comparable service who suffer non-occupational disability.

The Company reserves unto itself the final decision on the question of disability or the extent of it and as to whether or not it is sufficient in its severity to justify the application of the principles herein set forth, and also reserves to itself the privilege of modifying or rescinding this plan in any manner whatsoever.

The Company desires to see and to know more about how such a plan will work out before suggesting that there is a permanency to the basis of it.

MEMORANDUM OF UNDERSTANDING

BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

LOCAL UNION 97 - IBEW

REGARDING

UNION OFFICERS - LEAVE OF ABSENCE

As a result of The International Brotherhood of Electrical Workers' reorganization into one local union, Local Union 97, individual employees accepted positions as Business Manager, Assistant Business Manager and/or Business Representative.

Consequently, these individuals requested and have been granted a formal leave of absence without pay from Niagara Mohawk Power Corporation for a period not to exceed three (3) years. The leaves of absence are renewable upon request.

It is understood and agreed by the Company and Union that:

1. In accordance with Article XX, section 7 of the current labor agreement, employee's company and job seniority will be preserved and maintained during the approved leave as if the individual continued in his or her regular job.
2. In accordance with Article XX, section 7 of the current labor agreement, said employee will continue to be covered under the company's group Medical Care, Dental, Prescription Drug, Basic and Supplemental Group Term Life Insurance Plans upon payment of the entire Company cost at group rates. Costs will be invoiced and paid bi-annually.
3. In accordance with Article XX, section 7 of the current labor agreement, said employees will retain eligibility in the Niagara Mohawk Pension Plan and Disability Retirement and Separation Allowance Plan in accordance with the individual's seniority and applicable base pay rate. Calculation of benefits under these plans will be based on the base wage rate for the employees' regular job in effect at the time of the individual's retirement or separation. In the event of a disability, eligible individuals on leave will transition from leave of absence directly to disability retirement without returning to the active payroll.
4. Individuals with established flexible spending accounts will continue to be eligible for reimbursement for all qualified expenses occurring prior to the commencement date of their leave, or through the date for which contributions have been deducted, whichever is later.

5. An individual approved for leave of absence shall be returned to their previous position at the conclusion of the leave. If the individual's position is abolished while on leave, the Company will attempt to place the individual, upon return from leave, in a similar job as close to the original work location as possible. During the period of leave, the employee's vacant position shall, if filled, be filled on a contingent basis identifying the position as encumbered for the length of the leave of absence. Subsequent vacancies filled within the same department and of the same title will assume the contingency pending the return of the employee on leave. Upon return, the employee holding the contingent position will be displaced in accordance with the provisions of the Labor Agreement and will be placed pursuant to security clause provisions, if eligible, or will bump is having less than ten (10) years seniority.
6. Accrued and credited vacation for individuals receiving approved leave will be calculated as of the effective date of the leave and paid to the employee. Any employee returning from leave will begin accruing vacation at the point on their return to be credited the following January 1.
7. This understanding reflects all terms, conditions and entitlements for employees granted a union officer leave of absence.

VP MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between Nine Mile Point Nuclear Station (the Company) and Local Union 97 of the International Brotherhood of Electrical Workers, AFL-CIO (the Union) addresses the parties' agreement, understanding, and past practice relating to the employment status and employment responsibilities of the Union's Vice President, Martin Currier (Currier):

1. The provisions of this Memorandum of Understanding shall remain in effect throughout the term of the current Collective Bargaining Agreement, and any extension or renewal thereof, provided however that:

(a) either party (the Company or the Union) may elect to terminate this Memorandum of Understanding upon 30 days written notice to the other party, and

(b) this Memorandum shall automatically terminate if Martin Currier ceases to be an employee of the Company, or ceases to be the Vice President of the Union.

2. Currier's status as an employee of the Company shall not be affected by his service as Vice President of the Union. For work performed in accordance with the provisions of this Memorandum of Understanding, Currier shall receive the contractual wage for his bargaining unit classification and applicable benefits based on a forty (40) hour straight-time work week. The Local will reimburse the Company for the full cost of the flex credits for Currier's health and dental coverage. He will be responsible for reporting his time in the same manner as other employees by logging in such time on the daily time-sheet. It is contemplated that Currier's work week will not exceed forty (40) hours. Should any overtime hours (hours over 40 in the work week) be required by the Company, Currier shall receive overtime pay calculated in the same manner as for other employees in his job classification. All such overtime must be approved in advance by the Company.

3. Currier's regular work schedule will be a normal eight (8) hour work day with the start and ending times to be agreed upon by the Company and Union.

4. Currier's normal work responsibilities shall include, but not be limited to, assisting in the administration of the Collective Bargaining Agreement, investigating grievances and proposing resolutions, meeting with site management regarding labor staffing and related issues, attending safety meetings, participating in safety investigations, and assisting in the notification to bargaining unit employees of site announcements and other communications necessary for the orderly and efficient operation of the station. All such time shall be recorded as Code 19. Currier will be readily available to address all significant station issues that arise during the term of this Memorandum of Understanding and to assist in the resolution of those issues. He will also maintain the job skills and job knowledge required of employees in his job classification, will take such training as is reasonably requested by the Company and will be reasonably available if called upon by the Company for emergency assignments.

5. The Company will provide Currier with an office on the Nine Mile Point Nuclear site with a telephone and computer terminal. Currier will be afforded a key to this office and may use it to maintain files and conduct business related to the administration of the collective bargaining agreement and for other purposes referenced in paragraph 4.

6. Currier will be subject to the Company's standards of conduct and fitness for duty requirements, and will be expected to comply with station policy and NRC requirements to the same extent as other employees.

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7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

30 31

June

S	M	T	W	T	F	S	
			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

December

S	M	T	W	T	F	S		
					1	2	3	4
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	31			

2011

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31