

AGREEMENT

and

SUPPLEMENTS

between

GENON ENERGY SERVICES, LLC
(An NRG Energy Company)
AND IT'S AFFILIATES

and

LOCAL UNION 1289

(Clerical & Operating)

of the

International Brotherhood of

Electrical Workers

December 22, 2016 - October 31, 2022

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PREAMBLE

AGREEMENT, as extended, made and entered into **this 22nd day of December 2016**, by and between GenOn Energy Services, LLC (An NRG Energy Company), and its affiliates its successors or assigns, hereinafter referred to as the "Company," and Local Union 1289, of the International Brotherhood of Electrical Workers, herein after referred to as the "Union." This agreement shall bind the successors of the Company by merger or consolidation as to the provisions and New Jersey territory covered by this agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit employees within GenOn Energy Services, LLC and its Affiliates, it is agreed that: 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.

WITNESSETH:

ARTICLE I

REPRESENTATION AND RECOGNITION

1.1. The Union, having proved to the satisfaction of the Company that it represents a majority of the regular employees of the Company in each of the bargaining units set forth below, is hereby recognized by the Company, except as provided below, as the sole and exclusive bargaining representative of such employees. The bargaining units covered by this agreement are:

(a) Except as provided elsewhere in this agreement, all regular, full and part-time employees falling within the classifications listed in the Wage Rate

Schedule attached, as certified as an appropriate bargaining unit by the National Labor Relations Board or recognized by the Company.

(b) Accordingly, the Company agrees to meet and treat with the Union on all matters concerning hours of labor, rates of pay, working conditions, grievances and other conditions of employment for the employees referred to above.

(c) The Company and the Union agree that the application of the various provisions of this agreement shall in no way serve to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment or otherwise affect his status as an employee because of such individual's race, color, creed, ancestry, religion, national origin, sex, age, place of birth, marital status, or liability for service in the armed forces of the United States.

(d) Any reference in this agreement to the masculine gender shall also be deemed to include the feminine gender.

1.2 For the purpose of this agreement, executives, administrators, professional or sales persons as defined by the Department of Labor, Wage and Hour Division, cadets, as defined below, all supervisory employees and non-regular part-time employees shall be excluded from the terms of this agreement.

1.3. It is understood and agreed that cadets employed by the Company at its discretion, not to exceed in number two (2) percent of the employees covered hereby, for the purpose of training and instruction in technical and allied lines of work, may be assigned to duty for the purpose of instruction within the classifications covered hereby, provided, however, that such assignments shall not displace or replace any employee covered (nor affect any right or benefit guaranteed to such employee) by the terms of this agreement. In this connection, the Company will give preferred consideration to any employee covered hereby, who is qualified for cadet training, when selecting individuals for assignment to such training. The Company will notify the Local Union President when a cadet is hired.

1.4. For the purposes of this agreement, a seasonal employee is defined

as one who is employed, for limited periods, in order to assist in meeting requirements imposed by seasonal demands. For the purposes of this agreement, a temporary employee is defined as one who is employed for a definite, specific and limited period not known to be of extended length, for special jobs, expected to be non-recurring, or for jobs which do not offer immediate prospect of regular employment. Seasonal or temporary employment shall, in no case, exceed five (5) consecutive months, without mutual consent.

ARTICLE II

UNION RIGHTS - MANAGEMENT RIGHTS

2.1. (a) The parties hereto agree to cooperate with one another, to the end that the employees shall be offered as pleasant and gainful employment as circumstances permit and to the further end that the lawful interest of the Company shall be fully protected at all times. In consideration hereof, it is agreed that all present employees of the Company, (including temporary and seasonal employees) except those heretofore mutually agreed upon as exempt from this requirement, covered by this agreement, shall affiliate with and maintain membership in the Union as a condition of employment; failing wherein, after due and timely notice to the Company by the Local Union involved they shall be discharged. It is still further agreed that all persons newly employed in the future in the classifications covered by this agreement, after thirty (30) days' continuous service with the Company, must apply for membership in the Union as a condition of further employment. Such employees shall be recognized as members of the Union in all respects except those that relate to seniority, until they become regular employees. Employees transferred into the classifications covered by this agreement shall make application for and maintain membership in the Union thirty (30) days after transfer. A copy of this agreement shall be furnished by the Company to all new employees hired or assigned within the classifications covered hereby, and their attention shall be directed to the Union membership

requirement set forth herein.

(b) The Company and its agents will not discriminate in any manner whatsoever against any member of the Union because of his membership and activity in the Union; nor will the Union authorize or approve unlawful coercion of employees in order to cause them to become members of the Union. An employee shall not engage in Union activity on Company property during his/her working time, except in connection with contract negotiations and adjustments of grievances.

2.2. The Company will, for the term hereof, deduct and remit to the Financial Secretary of the Local Union, party hereto, the regular, customary and uniform monthly dues and fees, required of its members by the Union, of those members of the Local Union as shall, upon thirty (30) days' prior written notice to the Company, voluntarily authorize the Company to do so. Such written authorizations must be in lawful, mutually acceptable form, and shall be certified as accurate and voluntary by, and shall be forwarded to the Company through, the Financial Secretary of the Local Union. In this connection, it is agreed that the Financial Secretary of the Local Union will notify the Company, in writing and in duplicate, not later than ten (10) days prior to the close of the final pay period of each month, of the monthly dues and fees to be deducted from the wages of employees who, pursuant to this section, have filed the required dues authorization deduction order with the Company.

2.3. The management of the Company, the direction of the working forces, the right to plan and execute operations, the right to hire, the right to determine the qualifications of applicants for employment, as well as the number and class of employees it shall hire, the right to determine the number and class of employees it shall retain in employment at all times, shall vest solely and exclusively with the Company. The right to assign, reassign, transfer, promote, demote, layoff and release employees for just cause and the right to impose reasonable discipline for violation of rules or regulations, or for other misconduct,

or for other proper cause, shall vest solely and exclusively with the Company, subject, however, to the terms of this or any other mutual agreement or understanding, and the right of any employee adversely affected to appeal through the grievance procedure.

2.4. The reasonable use of Company bulletin boards shall be permitted for Union activities or business.

2.5. After receiving a written authorization and assignment from the individual employee, the Company shall deduct from each pay for each month the employee's pledge to the Union's Committee On Political Education ("COPE") Program.

ARTICLE III

SENIORITY, EMPLOYMENT, PROMOTIONS, DEMOTIONS, LAYOFFS AND DISCHARGES

3.1. Except as otherwise provided, when selecting any employee for assignment to any classification covered hereby, the Company will give consideration to seniority, fitness, ability and efficiency. Where fitness, ability and efficiency are sufficient, as defined in Section 3.5 below, seniority shall govern.

3.2. (a) All layoffs, or demotions occasioned because of falling off or curtailment of work, shall be discussed with the Union two (2) weeks in advance of the layoff and shall be made in order of seniority. A senior employee may displace within the Local Union a less senior employee who occupies an equal or lower-rated job classification which they are qualified to perform.

(b) In the event of a reduction, elimination of a classification or reassignment of work regarding employees with 10 or more years' seniority, the Company will make every effort to offer to such employees a job that may be available within the jurisdiction of Local 1289 which the employees are qualified to perform, retaining the employees' rights described in 3.2(a) above (i.e. to "bump"),

or terminating their employment under the provisions of Article 3.4 or 6.6. Should there be no available jobs in Local 1289, such employees may elect to "bump" junior employees, but must assume the rate of pay for the classification to which they are assigned. It is understood that the provisions of this paragraph will not apply to any employee hired after November 1, 2001. Such employees will receive bumping rights only.

(c) If a department section or operation is permanently moved, for any reason, to a new location which is fifteen (15) miles or more from its present site, employees involved in such moves shall be entitled to the same consideration as provided for laid-off employees under 3.2 above.

3.3. Employees who have been laid off shall be reinstated to employment as need for their services arise, in the reverse order of their layoff.

3.4. (a) Seniority is defined as length of continuous service with the Company. Leaves of absence and layoffs of less than eighteen (18) months shall not interrupt seniority unless the employee concerned shall without just and lawful cause, after five (5) days' advance notice of reassignment to the job which he held prior to layoff, sent to the employee and the Union, fail to notify the Company of acceptance of his assignment, or after fourteen (14) calendar days' advance notice of reassignment, fail to report as directed. Refusal of any laid-off employee to accept any job but the one from which he was laid off, shall not terminate his seniority within the aforementioned eighteen (18) months.

For employees transferring with Company Seniority from other locations not represented by IBEW Local 1289 or covered by the applicable Collective Bargaining Agreement, Company Seniority and start date will be recognized only for the purposes of determining eligibility for sick leave and vacation quotas under the controlling agreement. For all other matters within the Collective Bargaining Agreement, the recognized seniority date will reflect the date that they became covered by the IBEW Local 1289 Agreement.

(b) It is agreed when two or more employees have the same date of

employment in a bidding situation, and fitness, ability, and efficiency are sufficient (Section 3.1) the employee identified as having the lower employee number shall be given preference in awarding the job. It is further agreed when two or more employees have the same date of employment in a bumping situation and each can reasonably be expected to perform the work being performed by an employee junior in point of service (Section 3.2(a)), the preference shall be given to the employee identified as having the lower employee number. Should there ever be a question regarding the correct seniority date of any particular employee(s) due to an anomaly associated with employee numbers, the parties agree to meet and resolve the matter.

3.5. (a) Efficiency on the job is defined as (1) doing the work involved in the manner in which the Company expects and directs it to be done, as safely and economically as it can be done in the circumstances existing at the time; (2) cooperating with the supervisors in doing the work; (3) observing all lawful rules and regulations of the Company; (4) promptness and regularity in reporting for work; and (5) protecting the property and lawful interests of the Company.

(b) The fitness and ability of an employee to perform work in a grade other than his regular grade, shall be deemed to be sufficient by (1) his meeting the minimum qualifications for the job as set forth by the appropriate job description; (2) his mental and physical fitness to perform all the duties of the job involved, and (3) his ability to perform upon assignment, the duties of the job involved under reasonable supervision and progressively to demonstrate during his qualifying period, capacity to perform all the requirements of the job under normal supervision.

(c) Employees covered by this agreement, who are not able to meet the Company's standards of performance after they have been properly instructed and trained in their jobs, shall be returned to their former jobs, or equivalent, and those who violate rules or disobey instructions, may be disciplined as circumstances require. No employee will be disciplined or released, however,

until he has been advised of his fault or failure within five (5) working days (in case of accidents ten (10) working days where practicable) of its occurrence and given a reasonable time in which to meet the Company's requirements, unless his fault or failure is flagrant, deliberate or repeated. As a measure to eliminate unnecessary grievances, the Company will immediately notify the Union, in writing, of the circumstances in each case involving loss of pay or other benefits, and will discuss the merits thereof with the Union before final action is taken, whenever possible.

(d) The qualifying period to perform the duties of the classification under normal supervision (excluding obtaining of Red Seal) will not be longer than one year from the date of promotion, unless an extension is mutually agreed upon. The Union and the Company will give full and reasonable consideration as to the need for such an extension of the qualifying period. During the qualifying period, barring unusual circumstances, the Company will limit relief assignments to up to three consecutive days, using the qualifying Control Room Operator. The Company's intent is to qualify during the qualifying period. Upon successful completion of this qualifying period, the individual will be paid the job rate if he possesses the Red Seal license. Otherwise, he will be paid a special rate for an unqualified Control Room Operator while he obtains the required Red Seal license. This rate is 95% of the job rate (see Red Seal license requirement).

(e) In the event the individual fulfills all job requirements but he has not obtained his Red Seal license, he will be allowed up to one year to obtain his license. This year will start from the date he is qualified to perform all the duties of the classification under normal supervision. An operator disqualified for not obtaining the license will be returned to his former classification or equivalent and he will not be considered for future promotion to Control Room Operator until he has obtained the required license. It is understood to become a qualified Control Room Operator and receive the job rate, the individual must obtain his Red Seal license. Retroactive payment of the difference between the 95% rate and the full

job rate will be due, should the individual obtain his license within the one year period as specified above. The qualifying Control Room Operator will be interviewed by his supervisor as to his progress in obtaining the Red Seal license at three month intervals and these meetings will be documented in writing, with a copy to the Union.

3.6. Within thirty (30) days after this agreement is ratified and annually thereafter, seniority lists of all employees covered by this agreement shall be furnished to the Union.

3.7. An employee assigned for a temporary period to a lower classification shall receive his regular rate of pay during the period of that assignment. If the assignment is to be permanent, the employee and the Union shall be notified and the employee shall receive the final rate of the new classification thirty (30) days after the date of notification, unless a longer period is mutually agreed upon.

3.8. (a) Except as otherwise provided, when the Company proceeds to fill any vacancy, or any newly-created job within the classifications covered hereby, the Company will notify the President of the Local Union, and promptly post the job for bid on all appropriate bulletin boards. All notices shall contain all pertinent information concerning the job and remain posted for five (5) working days. Thereupon, the bid shall be closed and the Company shall proceed to award the job in accordance with appropriate terms of this agreement, and the Union shall be so notified within five (5) working days after close of bid. Where special testing, physical examinations, or psychological evaluations are required, the award will be made within fifteen (15) working days after the close of the bid. The accepted bidder shall be assigned to the new job within thirty (30) days after date of award. In this connection the Company will seek to fill vacancies by promotion or reassignment from among its regular, qualified, available personnel and to that end shall give special consideration to those within any given classification, covered hereby, when vacancies in the next higher grade are to be filled.

When an employee returns to his former classification and location within

the first (30) thirty days of his job assignment, the vacancy will not be posted, but awarded to the next senior qualified bidder.

(b) The Company will give consideration to employees who by reason of illness or other absence for just cause fail to file formal applications for the position, or who may reasonably be expected to qualify for the position.

(c) If in making a promotion the Company finds it necessary to pass over a senior employee in favor of a junior employee, the Company shall give seven (7) days' advance notice to both the Union and the senior employee concerned, setting forth its reason for its decision. Thereupon the senior employee, or the Union in his behalf, may, within the aforesaid seven (7) days, appeal from the decision of the Company, pending the disposition of which appeal, all such promotions and reassignments shall be considered temporary, and shall not normally exceed thirty (30) days, or the pendency of the appeal, whichever is longer, unless otherwise mutually agreed.

(d) When jobs are posted as "temporary assignments" they shall be subject to all of the foregoing conditions. It is also understood that any regular employee assigned to such job shall, upon completion of the temporary assignment, be returned to his former position (or otherwise assigned in the order of seniority).

3.9. (a) Except for unique situations agreed to by both parties, when an employee who has spent more than six (6) calendar months as a member of management returns to the bargaining unit, his/her date of union seniority shall be the date of return to the bargaining unit. If it becomes necessary to return such an employee to a classification covered by this agreement, he shall be returned either to that classification from which he was promoted to supervision or to a classification as nearly comparable thereto as possible under the circumstances then prevailing, depending upon his qualifications therefor.

(b) No person, newly hired for employment in any of the classifications specifically excluded from coverage by this agreement, after the date of execution

of this agreement, shall be reassigned to a classification covered by this agreement, without mutual consent of the parties hereto.

3.10. When an employee bids in and is assigned to a job, downgrade, he shall be paid the full rate of the job bid in, with the understanding that he must meet all reasonable requirements of that job within ninety (90) days. In this connection, it is understood and agreed that full consideration shall be given to downgrade bids for reassignments to promotional lines of work, but acceptance thereof (except at a time of layoff or in case of disability) is, of necessity, at the convenience and with the consent of the Company.

3.11. No employee shall be disciplined for the commission of any act which the Company may knowingly permit another to do.

3.12. If an employee is discharged or demoted, he shall obtain from the Company a statement within two (2) workdays of its action, a copy of which shall be sent to the President of the Local Union. Thereupon, the employee, or the Union in his behalf, if he, or it objects to the Company's action, shall within seven (7) days after receipt of the aforesaid letter, proceed in accordance with the grievance and arbitration procedure specified herein; failing wherein, no further appeal shall be heard in the matter.

3.13. All new employees and employees promoted to higher-grade jobs shall be paid at 90% of the job rate of the classification they are entering for a qualifying period of not longer than three (3) months from the date of promotion, unless a longer qualifying period is mutually agreed upon. If, however, during the three (3) months' qualifying period specified above, the employee meets all the requirements of the job, he shall be paid the job rate immediately, or, if employee has less than six (6) months service, then upon completion of his six-month probationary period.

3.14. If an employee in a continuous process operation, other than a regular relief employee, is temporarily assigned to a higher-grade job in a shift classification for as much as one (1) full day, he shall be paid the full job rate for

the job, providing he meets the minimum requirements of the job and performs under normal supervision.

3.15. When an employee in the bargaining group, referred to in Section 1.1 above, is designated by the Company to perform work outside of his regular classification, the following rules shall apply:

(a) When a qualified bargaining unit employee is requested by the Company and accepts in his/her turn, to act temporarily as a supervisor, for an assigned shift, he/she shall be paid at the highest position within the employee's classification progression level (i.e., Chief Mechanic,.) plus one (1) additional hour's pay per day (one-half hour's pay per day if more than four (4) and less than an assigned shift involved) as full compensation for the additional responsibilities performed.

(b) When an employee is designated in accordance with paragraph (a) above, to substitute for a group supervisor a half-hours unpaid lunch period will be provided and scheduled in accordance with normal supervisory mid-shift meal periods.

(c) When two (2) or more crews are combined on the same job, and due to the nature of the work, the Company assigns the direction of the job to one employee, he shall receive as a compensatory bonus a sum equal to one-half ($\frac{1}{2}$) of his regular, basic straight-time hourly rate of pay for each four (4) consecutive hour period.

(d) Except as provided above, if an employee, covered hereby, is designated temporarily to work outside of his regular job classification as described in the appropriate job description, in a higher grade of work, for as much as two (2) consecutive hours in any one workday, he shall be paid for the period of that temporary assignment, either his regular rate, or the rate for the job to which assigned, as specified by Section 3.13 hereof, whichever is higher. Whenever an employee is temporarily assigned to supervise a crew or gang of three (3) or more employees, including himself, of equal or lower grade or

classification for as much as eight (8) hours within one (1) workday, he shall be paid one (1) additional hour's pay per day (one-half hour's pay if more than four (4) and less than eight (8) hours are involved) at his regular rate, as full compensation for the additional responsibility carried.

(e) An upgrade to a higher classification will apply to all hours actually worked while in the upgraded role. When an employee is being temporarily upgraded on his last scheduled shift before the holiday and his first scheduled shift after the holiday, he will also receive upgrade pay for the holiday.

3.16. When an employee is temporarily assigned to work in a location outside of his normal point of assembly, he shall be reimbursed for the abnormal time and travelling expenses.

3.17. For the purpose of this agreement, the word "temporary" in reference to transfers shall be considered to be a period of not over thirty (30) days unless a longer time has been agreed upon between the Company and the Union.

(a) The foregoing limitation does not apply when there is a general reduction in work force. In such cases, employees may be temporarily assigned to work in jobs defined as entry level classifications for a period of not over ninety (90) days unless a longer time has been agreed upon between the Company and the Union. However, the Company shall first offer such temporary assignments on a voluntary basis to designated available employees.

(b) For the purposes of this provision, a "general reduction in work force" is defined as one which involves a Company-wide reduction in work force, but not necessarily every job classification.

ARTICLE IV MILITARY AND OCCUPATIONAL SERVICE

4.1. Upon discharge from the armed forces of the United States or the U.S. Merchant Marine under conditions other than dishonorable, regular

employees of the Company shall be reinstated to their former jobs, or to jobs comparable thereto, as provided for in Chapter 43 of Part IV of Title 38, U.S. Code, as revised and amended from time to time. Such employees, upon reinstatement, shall be deemed to have accumulated seniority during their period of military leave and shall become immediately entitled to all of the benefits applicable to the job classification to which assigned.

4.2 If an employee is called for active training or other duty by any branch of the U.S. Military Service or U.S. Merchant Marine and two (2) weeks of such duty are required, the employee will be paid the difference between his base service pay and the regular straight-time pay for both weeks. In the event of civil disorder, time required up to a maximum of two (2) additional weeks in any one fiscal year will be granted.

(a) To qualify for these benefits, an employee must present his supervisor with a copy of his orders together with a statement from competent authorities confirming the extent of his performance of those orders and the pay received.

4.3 Employees will be given one day off with pay when required for a pre-induction physical examination. This applies to the first examination only.

ARTICLE V HOURS OF LABOR - HOLIDAYS - OVERTIME

5.1. The normal, basic hours of labor of employees in the manual bargaining group referred to in Section 1.1 (a) above, shall be as follows:

(a) The normal, basic workday for non-shift employees shall consist of eight (8) hours of labor between 8:00 A.M. and 4:30 P.M. daily. The normal, basic workweek of such employees shall consist of five (5) days, Monday to Friday, inclusive.

(b) The normal, basic workday of scheduled workweek employees shall consist of eight (8) hours, consecutive, except where a one-half ($\frac{1}{2}$) hour unpaid meal period is provided, in which event the normal, basic workday shall be worked within eight and one-half (8-1/2) consecutive hours. The normal, basic workweek shall consist of five (5) days, consecutive where possible.

(c) The normal, basic workday of shift employees shall consist of eight (8) consecutive hours. The normal workweek shall consist of five (5) days, consecutive where possible.

(d) For purposes of this section, shift employees are those who work on a continuous service operation, which normally operates twenty-four (24) hours per day, on all of the days of the calendar week, but which by reason of operating requirements, may operate on a one-shift, two-shift, or three-shift basis. Scheduled workweek employees are those who are assigned to duty in job classifications which, in order to insure adequate service, may be scheduled to work on any of the seven (7) days in a calendar week, but not necessarily on a twenty-four (24) hour basis. All other employees are non-shift employees.

5.2. The straight-time hours of labor of employees in the clerical

bargaining group shall, except as provided below, consist of eight (8) hours per day on five (5) days of the week, Monday through Friday. Work schedules at present in effect may remain in effect where the Company finds that customer convenience and public demand for service so require. This rule shall not apply to building service employees whose straight-time workweek shall consist of not more than forty (40) hours.

5.3. (a) Changes in individual work schedules, within the work schedule limitations of this agreement for the job classifications involved, may be made upon seven (7) days' advance notice, with the understanding, however, that in emergencies only forty-eight (48) hours' advance notice shall be required. This rule shall not affect the Company's right to make temporary assignments to work in other classifications, pursuant to the terms and conditions hereof.

(b) If it becomes necessary to change any existing basic and normal work schedule for any job classification covered hereby, on a temporary basis, the Company shall first notify the Local Union of the reason therefor. Any such change of work schedule shall be made only within the applicable work schedule limitations of this agreement, and upon seven (7) days' advance notice, except in emergencies, when only forty-eight (48) hours' such notice shall be required. When temporary changes of schedule are made, it is understood that reversion to regular schedules may be made without notice, provided a rest period of at least eight (8) hours intervene.

(c) If it becomes necessary to change any existing basic and normal work schedule for any job classification covered hereby, on a permanent basis, the Company will first advise the Local Union of the necessity therefor, and give the Local Union reasonable opportunity, but not longer than thirty (30) days, to investigate the matter. Any such change shall be made only for just cause, and if the Local Union deem such change not to be for just cause or to violate the applicable work schedule limitations of this agreement, it may invoke the grievance and arbitration procedure hereof.

(d) If it becomes necessary to create a work schedule for any operation or for any location established hereafter, the Company will first notify the Local Union thereof and give the Local Union reasonable opportunity to investigate and discuss the matter with the Company. The work schedule limitations set forth in this agreement shall not apply in any such new operation or new location except by mutual consent.

(e) It is understood that the above change of schedule rules shall apply to job classifications in shift and schedule workweek categories only, and shall not apply to non-shift job classifications.

(f) All work schedules shall be posted on the bulletin boards.

5.4. The following days, or days upon which they are publicly observed, shall be recognized by the parties hereto as holidays:

New Year's Day	Christmas Day
Memorial Day	(3) Floating Holidays (1.5 Floating
Independence Day	Holidays for regular, part-time employees)
Labor Day	December 24th (when December 24th
Thanksgiving Day	falls on a Monday through Thursday)
Friday After Thanksgiving Day	

(a) If one of the above holidays falls on an employee's sixth (6th) day, then the last basic scheduled workday preceding will be observed as the holiday; if it falls on the employee's seventh (7th) day, then the next basic scheduled workday succeeding will be observed as the holiday. However, in the event the holiday falls on a calendar Saturday, whether it is the employee's sixth (6th) or seventh (7th) day, it shall be celebrated on the employee's preceding regularly scheduled workday. If the holiday falls on a calendar Sunday, whether it is the

employee's sixth (6th) or seventh (7th) day, it shall be celebrated on the employee's next succeeding regularly scheduled workday.

(b) All Floating Holidays will be granted, so far as possible, in accordance with the desires of the employee, but the Company may allocate Floating Holidays in order to ensure orderly operations and adequate continuous service to the public. Should a large number of employees request a floating holiday on President's Day, Columbus Day and/or Good Friday, the Company will allow at least 50% of the employees in each classification within the department to be off, except at the power plants where minimum manning levels must be maintained to ensure orderly operations and adequate continuous service to the public.

(c) The scheduling of Floating Holidays must be approved by the supervisor with as much advance notice as possible and they must be taken, or scheduled to be taken, prior to December 1st of the year in which they occur. However, such scheduling will allow for Floating Holidays to be taken through December 31st, conditions permitting.

5.5. All employees covered by this agreement shall be granted time off when possible, with straight-time pay, on all holidays which fall on their regularly scheduled workdays.

5.6. All work performed on schedule on a holiday (except as provided in Sections 5.8 and 5.11) shall be paid for at time and a half in addition to eight (8) hours' straight-time holiday pay. All time worked off schedule on a holiday shall be paid for at double time.

5.7. All hours worked off schedule shall be paid for at time and a half time, except as otherwise provided.

5.8. (a) All work performed in excess of twelve (12) consecutive hours shall be paid for at double-time rates.

(b) If by the completion of the employee's off-schedule work assignment of four (4) hours or more, and the beginning of his next regularly scheduled workday, two (2) hours or less intervene (excluding normal and reasonable time

for obtaining and eating a meal), that intervening unworked time shall not serve to deny that employee benefits under this section.

(c) If two (2) hours or less intervene between the end of an employee's regularly scheduled workday (or any continuous extension of such workday) and an off-schedule work assignment, that intervening unworked time shall not serve to deny the employee benefits under this section.

5.9. Where employees work on an off-schedule Saturday (or on an off-schedule sixth day of the workweek granted off in lieu of Saturday), they shall be paid time and a half for each hour of work performed.

5.10. Where employees work on an off-schedule Sunday (or on an off-schedule seventh day of the workweek granted off in lieu of a Sunday), they shall be paid two times their regular rate for each hour of work performed.

5.11. If an employee is called out to work off schedule, he shall be paid not less than four (4) hours straight-time pay for each such call-out as a minimum, or whatever is earned at the appropriate rate based on hours worked off schedule, whichever is greater, plus thirty (30) minutes' travel time. Hours worked on such a call-out shall be computed from the time the call-out is received until the employee returns to the point of assembly and reports the work complete or at the beginning of the next regular workday whichever is earlier. Employees called out on a holiday granted off with pay shall be paid a minimum of eight (8) hours' holiday pay plus a minimum of four (4) hours' straight-time call-out plus thirty (30) minutes' travel time for each call-out.

5.12. (a) If an employee is properly directed, in advance, to report for planned off-schedule work, and does report as directed, able and ready to go to work and such work time is not immediately preceding or continuous to his regular workday or shift, he shall be paid a minimum of three and one-half (3-1/2) hours' straight-time pay. If proper notice of cancellation of planned off-schedule work is given, no compensation shall become due and payable to any employee. For purposes of this section, notice of a requirement to work off schedule, and notice

of cancellation of such a requirement, shall be deemed to be proper when given not later than the close of the preceding normal workday of the employees involved.

(b) When proper notice of prearranged off-schedule work is not given, the rules applicable to call-out shall control, beginning with the hour the employee reports willing and able to go to work.

(c) The foregoing conditions do not apply in cases of continuing emergencies after relief periods.

(d) The thirty (30) minutes' travel time referred to in Section 5.11 does not apply after a relief period in cases of emergency.

5.13. Standby time is defined as time during which an employee is required by the Company to remain at a given place, ready to proceed to work if and when called for, and shall be considered hours of labor and paid for accordingly. If, however, an employee is requested only to keep his supervisor informed where he may be located in an emergency, and is free to come and go as he pleases, he is not to be deemed to be working on standby time and shall not be paid therefor.

5.14. No employee shall be laid off to compensate for overtime worked.

5.15. Overtime shall be shared equally among qualified available employees in each classification of work, so far as is practicable. The method of distribution based on either the number of hours worked or the number of overtime assignments or a combination of the two will be worked out in each department between the Union and the Company.

5.16. Employees may be directed by the Company to attend meetings held solely for Company purposes and objectives and time spent thereat shall be considered hours of labor.

ARTICLE VI VACATIONS - SEVERANCE PAY

6.1 (a) Employees covered by this agreement shall be granted vacations as follows, effective as of each employee's anniversary date of employment.

Years of Service	Vacation Allowed
Employment date to December 31 of year hired	6.67 hours per month for each full calendar month completed*
Effective January 1 of 1st anniversary	8 hours plus 6.67 hours per month for each full calendar month completed.
Effective January 1 of the 2 nd	96 hours for that year
Effective January 1 of the 3 rd anniversary	104 hours for that year
Effective January 1 of the 4 th anniversary	112 hours for that year
From January 1 of the 5 th anniversary year	120 hours per year
From January 1 of the 10 th anniversary year	160 hours per year
From January 1 of the 20 th anniversary year	200 hours per year
Employees with 30 years of service by 12/31/02	240 hours per year

**A "full calendar month completed" is any calendar month in which an employee is on the payroll all available workdays in that month.*

(b) An employee entitled to three (3) or more weeks' vacation may be required to work one (1) week of his vacation period if the need for service demands and the employee shall receive vacation pay in addition to normal pay, but shall be granted remaining vacation in consecutive weeks whenever possible.

6.2. (a) A week of vacation shall consist of five (5) workdays in any seven (7) consecutive calendar days for which the employee shall be paid his standard weekly wage, based on forty (40) hours.

(b) All vacations will be granted so far as possible, in accordance with the desires of the employees in the order of their seniority, but the Company may allot

vacation periods in order to insure orderly operation and adequate and continuous service to the public.

6.3. (a) If a holiday falls within an employee's regularly scheduled vacation period, it shall not be counted part of such vacation period.

(b) In the event of a death of a relative of an employee (as defined in Sections 8.16(a) and (b) of the CBA) while the employee is on vacation, Sections 8.16(a) and (b) will apply, and the employee will be allowed to reschedule that portion of his vacation covered by these Sections. Should this occur during the month of December and if the vacation cannot be rescheduled prior to December 31, the employee will be allowed to reschedule that portion of vacation during the following year. It is understood that such scheduled vacation time must be taken as soon as practicable after the first of the year, operating conditions permitting. It is also understood that the rescheduling of such vacation shall not take precedent over the granting of normal vacation as desired by other employees, regardless of seniority.

(c) In the event an employee is hospitalized while on vacation, he will be allowed to charge that portion of the time spent in the hospital to sick leave and will be allowed to reschedule that portion of the vacation. Should this occur during the month of December and if the vacation cannot be rescheduled prior to December 31, the employee will be allowed to reschedule that portion of vacation during the following year. It is understood that such rescheduled vacation time must be taken as soon as practicable after the employee returns to work, operating conditions permitting. It is also understood that the rescheduling of such vacation shall not take precedence over the granting of normal vacation as desired by other employees, regardless of seniority.

(d) If an employee is absent from his normal work because of illness prior to the start of a planned vacation and such illness continues into this vacation time, such time will be charged to sick leave.

6.4. Any employee who has qualified for a vacation and who leaves the

service or severs relations with the Company for any reason other than discharge for cause, shall receive banked vacation pay, if applicable, and earned vacation per the following vacation schedule, subject to prorate **, not to exceed the amounts granted in 6.1(a).

Years of Service	Vacation Allowed
Employment date to December 31 of year hired	6.67 hours per month for each full month completed*
Effective January 1 of 1st anniversary year	8 hours plus 6.67 hours per month for each full calendar month completed
Effective January 1 of the 2 nd anniversary year	8 hours per month
Effective January 1 of the 3 rd anniversary year	8.7 hours per month
Effective January 1 of the 4 th anniversary year	9.4 hours per month
Effective January 1 of the 5 th anniversary year	10 hours per month
Effective January 1 of the 10 th anniversary year	13.4 hours per month
Effective January 1 of the 20th anniversary year	16.7 hours per month
Employees with 30 years of service by 12/31/02	20 hours per month

**A "full calendar month completed" is any calendar month in which an employee is on the payroll all available workdays in that month.*

***Any unearned vacation time that has been taken prior to an employee leaving service of the Company, must be paid back.*

Note: Accrued vacation days as of December 31, 2006 will be placed into a transition vacation bank. Employees will be able to cash out these days when they leave the Company or retire. Management retains the right to pay out vacation to all employees upon 60 days' notice to the union. Whenever this vacation occurs, the current rate of pay will apply.

6.5. (a) All vacation accrued for a given year must be taken not later than December 31st of that year, with the exception that employees may carry over a maximum of ten (10) days into the following calendar year. Such carryover

vacation, however, must be taken not later than December 31st of that following year. Vacation not used as outlined above shall be lost and no additional compensation will be paid in lieu thereof. Any vacation carryover will be subject to existing vacation scheduling requirements and policies now in effect.

(b) Employee shall be allowed to schedule as much as two weeks of their vacation for periods of less than a full week (one full day, etc.). Such vacation should be specified when the vacation schedules are prepared. Should such request be made at some later date, the employee must give sufficient notice so that arrangements can be made to cover his vacancy without additional expense to the Company. It is also understood that such vacation will not have preference over another employee who desires to take a full week of vacation during the same period regardless of seniority. Requests beyond this limitation will be considered for approval by management on a case-by-case basis realizing there is no obligation to grant such requests.

(c) Employees will be allowed to break one (1) day of vacation into full hour increments. Requests beyond this limitation will be considered for approval by management on a case-by-case basis realizing there is no obligation to grant such requests.

6.6. Except as provided below, the Company will pay severance pay to eligible employees as follows: to those employees hired prior to November 1, 2001.

(a) Regular employees who have completed ten (10) years or more of continuous service and who are permanently released from employment because of reasons beyond the control of the employee concerned, or in accordance with the provisions of Article 3.2(b), shall be given an allowance of two (2) weeks' base pay at the rate of pay at the time of release for each full year of continuous service. Additionally, and concurrent with the Company's COBRA obligation, the Company agrees to continue to pay the employer-portion of the medical, dental, and vision benefits and to allow the employee to continue to participate in the

Flexible Spending Accounts for a period of one (1) year after separation.

(b) Severance pay benefits shall not apply to employees discharged for just cause, resigning, retiring, leaving the employ of the Company because of compensable disability or leave of absence, losing seniority rights as a result of a voluntary layoff under Article III, Section 3.2(a), or offered employment by a successor to this Company in any of its present or future operations or locations at the then existing status and rate of pay.

(c) The acceptance of a severance allowance shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be reemployed by the Company, he shall assume the status of a newly-hired employee.

(d) Severance benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

(e) As a condition of receiving severance pay, the impacted employee(s) must sign and not revoke a Full and Final Waiver and General Release prepared by the Company.

Effective November 1, 2018, the first two paragraphs will be voided and replaced as indicated below with the rest of section 6.6 remaining.

6.6. Except as provided below, the Company will pay severance pay to eligible employees as follows: (a) Regular employee(s) who are permanently released from employment because of reasons beyond the control of the employee concerned, or in accordance with the provisions of Article 3.2(b), shall be given an allowance of one and one-half (1.5) weeks' base pay at the rate of pay at the time of release for each full year of continuous service. Should this calculation yield a result of less than eight (8) weeks of pay, the impacted employee(s) will be provided eight (8) weeks of severance pay. Additionally, the calculation will be capped at fifty-two (52) weeks of pay for any impacted employee(s).

ARTICLE VII
SICK LEAVE, DISABILITY PAY PLAN,
HEALTH BENEFITS, PENSIONS AND SAVINGS PLANS

7.1. Sick Pay and Short-Term Disability

The Company provides Sick Pay and Short Term Disability (STD) eligible employees who miss work due to properly reported and documented qualifying illnesses. Sick Pay and STD applies to all active regular (not temporary) full-time and part-time (scheduled to work 20 hours or more per week) employees.

1. Sick Pay and STD Eligibility

a. Subject to the requirements below, an eligible employee may receive Sick Pay or STD when an employee requires time away from work because of a personal illness or injury.

b. Sick Pay (at 100% of the employee's base pay) is based on the employee's length of continuous service as follows:

Length of Continuous Service	Sick Pay Maximums
From current hire date through end of the year hired	40 hours
Beginning January 1 of each Anniversary Year	
1 year	80 hours
2 years	160 hours
3 years	240 hours
4 years	320 hours
5 years	400 hours
6 years	560 hours
7 years	720 hours
8 years	880 hours
9 or more years	1040 hours

c. STD (at 66 2/3% of the employee's base pay) is based on the employee's length of continuous service as follows:

Length of Continuous Service	STD Maximums
Six months from current hire date through end of year hired	1,000 hours
Beginning January 1 of each Anniversary Year	
1 year	960 hours
2 years	880 hours
3 years	800 hours
4 years	720 hours
5 years	640 hours
6 years	480 hours
7 years	320 hours
8 years	160 hours
9 or more years	0 hours

NOTES:

- 1) *Paid sick hours in any calendar year may not exceed 1040 hours (sick pay + short term disability)*
- 2) *For employees hired on or after May 1, 2006, there is a six-month waiting period prior to being eligible for STD benefits.*

d. Sick Pay and STD is granted on the first workday in January unless the employee continues to miss time due to the same illness or injury from the previous calendar year. In those instances, new Sick Pay and STD eligibility will not be established until the employee returns to work for at least 30 days. Therefore, the employee will be allowed to carryover and use his/her remaining Sick Pay and STD allotment from the previous calendar year until it is exhausted (assuming the employee remains off work due to the same illness or injury) or until he/she has qualified for allocation of Sick Pay and STD for the new calendar year, whichever comes first.

e. Sick Pay and STD hours are not cumulative from one calendar year to the next and, for an employee who has been rehired, are based on his/her most recent hire date.

f. Active regular part-time employees are eligible for pro-rated Sick Pay and STD based on their work schedules.

g. An employee may supplement STD with available vacation or personal holiday pay.

h. Sick Pay and STD hours are allotted at hire and annually as set forth above, and are not allotted on a per-incident or per-illness basis.

2. Accumulated Supplementary Credit – Cash Surrender Value. An employee's unused Supplementary Credits, up to a maximum of 130 days and accumulated prior to January 1, 1995, will establish the maximum number of Supplementary credits eligible for cash surrender value. An employee is eligible to cash surrender accumulated Supplementary Credits: (a) at the time of retirement, or (b) when he leaves under honorable conditions after at least fifteen (15) years of employment with the Company. The cash bonus paid will be equivalent to three-quarters (3/4) basic pay for each day of the lesser of such unused Supplementary Credit balance at the time of separation, or his unused balance as of December 31, 1994, at his basic straight-time rate of pay at the time of leaving the company's employ, **or upon 30 day notice to the union the Company may payout all said accumulation.**

3. DOCUMENTATION AND NOTIFICATION OF SICK, STD AND FMLA ABSENCES:

a. An employee's supervisor, the Company's Leave Management Administrator ("Administrator"), or the vendor chosen by the Company in its sole discretion (currently Unum) to administer Sick Pay, STD and FMLA absences ("Vendor"), has the discretion to require satisfactory medical documentation (including but not limited to Company Form 4047, Physician's Statement, the Unum Authorization Form, or other standard Company or Vendor authorization forms required of non-represented or management employees) of the employee's need to be off work. Documentation will also be required when time off is taken due to illness in the family.

b. Sick Pay or STD may be suspended or denied when, in the judgment of the Company or Vendor, valid and sufficient medical documentation

has not been received. If and when proper and sufficient medical documentation is provided, any suspended or denied Sick Pay/STD will be reinstated retroactively. Additionally, if the employee has failed to follow his/her physician's treatment recommendations Sick Pay or STD may be suspended or denied.

c. Sick Pay or STD may be denied if an employee fails to promptly report absences to his/her supervisor.

d. The company maintains the right to require documentation for use of sick or STD time, including single day increments.

e. The Company or Vendor may require, at the Company's expense, a second opinion by an independent reputable health care provider. Sick Pay or STD may be suspended or denied if the second opinion does not establish the employee's medical need to be off work or if the employee fails to cooperate with the requested second opinion.

f. It is the employee's primary responsibility to notify the Administrator or Vendor of his or her sick, short-term disability, and/or FMLA plans after the employee has been out for three (3) consecutive days. In the event the employee knows in advance that his or her injuries or illness are extensive and the employee does not expect to return to work within three (3) days, the employee will notify the Administrator or Vendor immediately. The employee will provide the Administrator or Vendor with information such as the employee's name, employee number, address, date of birth, date of hire, last day worked, telephone number, job title, marital status, medical condition, salary, and other reasonably necessary information. Unless the absence involves a worker's compensation claim, only the employee, or the employee's authorized representative if the employee is incapable, can provide information detailing the employee's specific treatment or medical condition. The Company is not responsible for providing medical information.

It is the responsibility of the employee, or the employee's authorized representative, to respond to the Administrator's or Vendor's requests for

documentation and to keep the Administrator or Vendor updated on the employee's medical condition and treatments. If the employee or the employee's authorized representative does not respond to the Administrator or Vendor or fails to comply with the Administrator's or Vendor's requests for information, the claim may be denied and loss of pay can occur. If the Administrator or Vendor denies a short-term disability or FMLA claim because it has not received appropriate documentation to certify the absence, the employee will continue to receive salary continuation if the employee can prove that the employee has followed the Administrator's or Vendor's process and Company procedures to provide such pertinent information to certify his or her absence, and that the fault for lack of documentation is not attributable to the employee.

If an employee anticipates a planned medical or FMLA absence, the employee will notify the Company at least thirty (30) days in advance, when foreseeable.

7.2. Health Benefits

Effective January 1, 2018, bargaining unit employees will be offered the opportunity to participate in the following NRG sponsored programs on the same terms as applicable to non-represented, non-exempt NRG employees, including the same Plan providers, Plan designs, employee co-pays and deductibles, and employee payroll contributions (or percent of employee cost sharing) toward the cost of the Plan(s). Medical premiums for the Platform Plans will be shared between the employer and the employee as follows: for the 2018 Plan year, employee contribution will not exceed 18% of the total premium; for the 2019 plan year, the employee contribution will not exceed 19% of the total premium; for the 2020 plan year and for the balance of the term of agreement, employee contribution will not exceed 20% of the total premium. The subsidy is based on the discounted rate, exclusive of the spousal surcharge, if any. Further, any future changes, modifications, or termination of the Plans or Plan components will be extended automatically to bargaining unit employees on the same terms as

applicable to non-represented, non-exempt employees. The sponsored programs include:

Medical
Prescription Drug
Dental
Vision
Life Insurance
Accidental Death and Dismemberment (AD&D)
Long-Term Disability (LTD)

Absent law or regulation impacting to the contrary, the Company will commit to providing a quality health care plan whose benefits approximate the currently-provided plans through the term of this agreement. It is understood and agreed that any future changes will be communicated and reviewed in advance with the Union President or his designee.

7.3. Retirement Health and Welfare

Pension

The Company agrees to continue the Plan for Retirement Annuities for employees who were hired prior to November 1, 2001 and who were age 40 and above at 12/31/2002.

Retiree Medical Benefits:

The Company agrees to continue, through the expiration of this Agreement, a subsidy for retiree medical coverage for employees at the effective date up to the termination of this agreement using a retiree premium rate as follows:

For eligible employees who were:

- Age 40 to 49 as of 12/31/02, future retirees pick up 20% of **Retiree** premium; the Company picks up 80%. This subsidy will be provided for four (4) years or until age 65, whichever is less. At the expiration of the subsidy, coverage will no longer be available.

Retiree Life Insurance

The Company agrees to continue retiree life insurance coverage for eligible employees at the effective date of this agreement through December 31, 2021.

Eligible employees who were:

- Age 40 – 49 as of 12/31/02 and employed as of 11/01/2001 = \$20,000

Savings Plan

The Company will provide the following savings plans for the term of the agreement:

For employees hired on or before 11/1/2001 and who were over the age of 40 as of 12/31/2002:

- The Company will provide 65% match of 4% of employee contribution. Company match is on TOTAL pay.

For employees hired after 11/1/2001 and employees hired prior to that date that were under the age of 40 as of 12/31/2002:

- 100% match on up to 6% of TOTAL pay.
- 2% per pay period contribution up to \$85k
- Annual discretionary profit sharing of up to 3% of TOTAL pay.

For employees hired after 11/1/2016:

- Eligibility for the NRG Platform Savings Plan on the same terms as others in the platform plan. Current highlights include:
 - 100% match on the first 3% of employee contribution; 50% on the next 2% of employee contribution. Match is made on pre-tax contributions only.
 - Eligibility for annual discretionary – currently no cap.

7.4 If during the term of this agreement, but not within six months of its expiration, any federal or state health act (other than a Workers' Compensation or Occupational Disease Law) is enacted to provide hospital, surgical, medical, dental or prescription drug benefits for employees which in whole or in part duplicate the benefits of the current health insurance plan, the Company agrees to open the agreement and meet and renegotiate with the Union the health insurance plan benefits and payment. Any changes in benefits resulting from such negotiations will be effective at the conclusion of such negotiations. It is agreed that the total Company cost of health benefits as adjusted will not exceed those borne by the Company immediately prior to such adjustments, as reduced by an amount equal to the Company liabilities to the federal or state provider through direct payment or as a portion of any federal or state taxes or any effective tax rate increases or other assessment that may result. Such adjusted benefits will remain in effect for the balance of the term of the agreement.

ARTICLE VIII
WORKING CONDITIONS

8.1. (a) The Company will provide all necessary protective equipment as is now furnished, such as rubber blankets, rubber gloves, rubber coats, rubber boots, rubber hose, etc., including first aid kits and first aid blankets, and shall keep them at places readily accessible and available at all times. The Company agrees to furnish waterproof or acid-proof clothing where such clothing is needed.

(b) Maintenance and Operations personnel in the generating station will be issued (11) eleven fire retardant uniforms which will be laundered by the Company. Normal upkeep of the uniforms will be the responsibility of the employee. Additionally, the Company will provide a fire-retardant sweatshirt and coat for on the job use.

8.2. The Company will furnish to regular employees all necessary Company standard tools and equipment. When tools and equipment are provided by the Company, the employees receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted.

8.3. The Company shall not be required to furnish tools and equipment to outside skilled craftsmen, who as a condition of employment by others, are required to furnish their own tools.

8.4. Where work is to be done on electrical equipment exceeding 600 volts, either a group supervisor shall be present to supervise the job. Except in those cases where a person normally works alone or in re-fusing branch circuits or transformers, there must be two (2) qualified people on the job when work is being done on live primaries or electrical line equipment exceeding 600 volts. When a person is working alone and is confronted with work which, in their opinion, would be dangerous to undertake, they shall request and will be furnished qualified assistance.

8.5. In the event of an accident on the job involving any employee covered

hereby, an immediate investigation will be made by the appropriate Safety Committee which shall include at least one representative of the Union. In the event the Union deems the report of the accident investigation to be unfair to the employee involved, the Union may invoke the grievance procedure herein provided.

8.6. When employees who do not drive cars except on Company business are assigned by the Company to drive Company cars or trucks on Company business, the Company will pay for the necessary state driver's license. Only employees assigned to drive cars or trucks either on a regular, a relief, or a temporary basis, and licensed by the state and authorized by the Company to drive its automotive equipment, shall be permitted to operate cars and trucks at any time. No employee will be temporarily assigned to operate automotive equipment when an employee, assigned as a regular or relief driver, is available for the work.

8.7. (a) If a newly-hired or reinstated employee is required by any state or government agency to hold a license, other than an automobile driver's license, in order to qualify for his job with the Company, he shall obtain such license at his own expense. If an employee is hereafter promoted to a job, or at the time this agreement is ratified, is working in a job within the classifications covered hereby in which job such a license is required by a state or government agency, the Company will pay the necessary license fees.

(b) If an employee is required by the Company to have a license which requires a test (such as the Radio Operator's license), and this test cannot be taken at any time other than normal working hours, the employee will not lose any straight-time wages.

8.8. No employee shall be required to perform any task with which he is not familiar without proper instruction and training under close supervision, and no employee shall be required to work on complicated or hazardous jobs without a qualified helper.

8.9 (a) Employees who are required to report at their usual place of assembly on the Company's property and then are transported to the place where work is to be performed, shall be transported to and from the place of work on the Company's time. All time shall be computed from the time at which an employee is scheduled to report and does report to the usual place of assembly on the Company's property at the beginning of the day, and shall end when he returns to the regularly scheduled place of ending work for the day.

(b) In the event that any employee who's usual place to report for work is the Gilbert Station is required to directly report to the Glen Gardner CT Facility on an overtime call-out pertaining to operational functions only, then the employee will receive mileage reimbursement (IRS approved rate) for 40 miles and an additional thirty (30) minutes paid at the appropriate overtime rate.

8.10 (a) The Company agrees to provide meals when working overtime within the following meal periods, provided that the individual reports to, commences, and remains at work during any portion of the meal entitlement period:

0000 to 0100 hours
0600 to 0700 hours
1200 to 1300 hours
1800 to 1900 hours

(b) With the exception of overtime associated with a call-out and paragraph g (below), 2 or more hours of overtime must be worked prior to the start of a meal period to be entitled time to eat the meal.

(c) A meal will be provided at the designated meal periods during an employee's normal scheduled workday if in the event the employee has been

called out prior to their normal scheduled workday and works into said normal scheduled workday.

(d) For prearranged work prior to an employee's normal scheduled workday, meals shall only be provided during the overtime assignment at the designated meal periods.

(e) When applicable, maintenance personnel may elect to opt their last entitled meal to finish a job and be paid an additional hour at the applicable rate at the completion of the job. NOTE: Not applicable to operators or CT Techs when operating schedules apply.

(f) In the event an employee is working within the meal period, he will be entitled to a meal not to exceed \$19 or a meal reimbursement in the fixed amount of \$19.

(g) In the event prearranged work is scheduled for a holiday, Saturday, Sunday, or an equivalent rest day, meals will be provided at all designated meal periods after 8 hours have been worked.

(h) Employees required by the company to work through their midday meal period shall be paid for that period at the applicable overtime rate and shall later be granted a meal period without pay. Employees who are required to work through and more than one (1) hour beyond the end of the midday meal period shall be paid the applicable overtime rate for the midday meal period missed and later granted a reasonable time to eat without loss of pay. In any event, time allowed to eat a meal shall not exceed 2 hours from the end of the meal period unless acceptable by the employee who has worked past the midday meal period.

8.11. When the Company requires employees to be away from their homes overnight, meals and lodging, also transportation once to and once from the job shall be furnished and paid for by the Company. Group supervisors or supervisors in charge of the work shall make all necessary arrangements in this connection.

8.12. (a) No employee in the bargaining group, shall be required to work

outdoors in rainy and/or inclement weather, except in emergencies (as defined in (b) below) involving danger to property or interruption of service or urgent economic circumstances. Employees reporting for work, but prevented from working by inclement weather, shall be paid their regular rate of pay during said period. This rule shall be applied with reasonable flexibility so as not to interfere with the needs of the service or to prevent work in protected or sheltered locations regardless of weather conditions.

(b) An emergency is defined as an unforeseen circumstance or condition which threatens imminent interruption of service or imperils safety of persons or loss of property. The cause may be fire, flood, acts of God, acts of government, breakdown of machinery or unforeseen human failure that cannot be planned for in advance. Management, with reasonable judgment, may also declare any urgent situation in which significant economic opportunity is at stake to be an "emergency" which requires invocation of this exception.

8.13. (a) When an employee is transferred from one location to another, at the discretion of the Company and for its own benefit, the Company will so notify the employee concerned in writing and will pay the out-of-pocket moving and travelling expenses actually incurred. In this connection, it is understood and agreed that the aforesaid payment of moving expenses shall apply only when the employee involved gives notice of his intention to move his place of residence, as requested, within the twelve (12) months next following his transfer, unless the said twelve (12) months is extended by mutual consent.

(b) Employees assigned to duty under the supervision of other companies shall work under the conditions of this agreement and shall be paid for their classification either at the Company rate or at the rate established for the company supervising the job, whichever is higher. Further, employees will receive

the double time rate after working the qualifying hours of the other utility or pursuant to section 5.8(a) of this agreement, whichever comes first.

8.14. It is agreed that Company rules now in effect or adopted or changed in the future, not contrary to the terms of this agreement, shall be at all times strictly observed. In this connection, it is understood that when any rule is adopted or changed in the future, the Company will notify the **Local Union** in advance, and explain the reason for such change.

8.15. All notices required under the terms hereof, and all agreements arrived at, shall be in writing.

8.16. This section applies to all active regular (not temporary) full-time and part-time (scheduled to work 20 hours or more per week) employees of the Company. Employees may be granted reasonable paid time off (generally considered to be up to three days, but may be longer subject to supervisor approval) in the event of a death in the immediate family in order to attend a funeral, make necessary arrangements, and to travel to and from the funeral. Additionally, a supervisor may grant employees paid time off (generally considered to be ½ day for an in-town funeral and 1 day for an out-of-town funeral) to attend the funeral of a friend or non-immediate family member.

(a) "Immediate family" includes any of the employee's following relatives by blood, marriage (including common-law) or other legal procedures (e.g., legal guardianship, adoptions, etc.): spouse, child, parent, brother, sister, or grandparent

(b) Funeral leave is considered as "hours worked" and is included in the calculation of overtime pay

(c) Management may require documentary evidence of the need for funeral leave. Pay may be delayed or denied if sufficient documentation is not received.

(d) Regular part-time employees are eligible for paid funeral leave corresponding to their regularly scheduled workdays and work hours.

8.17. (a) When, in the opinion of the Company, business conditions permit, employees, upon request, may be granted a leave of absence without pay for a period not to exceed six (6) months, and will not thereby cease to accumulate seniority or length of service, providing such employees return to work at the end of such leaves of absence or are granted a renewal of such leaves by the Company. At the termination of such leaves, employees shall be reinstated, in the order of seniority, to their former positions, or if same have been eliminated, to positions as nearly comparable as possible. However, in case of an absence of ninety (90) days or more, a complete physical examination, performed by a reputable medical practitioner, may be required by the Company, both before leaves are granted and before returning to duty.

(b) Any employee covered by this agreement, who becomes elected or appointed to an office in the Union, requiring his absence from duty with the Company, shall be granted leave of absence without pay and shall continue to accumulate seniority with the Company throughout such term of office. Such employees will have the ability to purchase medical, dental, vision and life insurance benefits at full cost from the Company. Additionally, time spent on this leave will be included as creditable service for purposes of pension plan calculations, if applicable. During such leave the employee will be allowed to bid for promotional opportunities within their occupational group. Bids will be considered only for jobs for which the employee was qualified when granted the leave of absence. When an employee is awarded a position, the employee's record will reflect the promotion, but the job will be awarded to the next senior qualified bidder (not as a temporary assignment). Upon termination of the leave of absence, the employee will be afforded their contractual rights in accordance with Article III, Section 3.2 of the Labor Agreement.

(c) Employees who are selected by their Local Unions to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient

time for this purpose.

8.18. After January 1, 2007, employees subject to this agreement shall be paid by the Company bi-weekly on a pay day to be fixed by the Company. Direct Deposit of all employees' wages will become mandatory.

8.19. No operating or maintenance supervisor shall perform any manual work except in cases of emergencies or for the purpose of instructing or training.

8.20. In the event any employee is called for jury duty, or is required to act as a witness in court on behalf of Federal, State or Municipal agencies, and is properly subpoenaed by such agencies, the employee will receive his regular straight-time pay during such period, but will be expected to report on his job during regular working hours whenever the jury is not in session. When shift or schedule workweek employees are called for jury duty, they shall be temporarily assigned to work the day shift Monday through Friday, for the length of the jury session. During such temporary assignment, the employee will be expected to report for work on his regular job during regular working hours of the day shift whenever excused from the session. The employee shall give the Company at least seven (7) days' notice before the beginning of the jury session for the above to be effective at the beginning of the session.

8.21. In the event the Company desires to make complaint in connection with this agreement, it may do so, and if no satisfaction is obtained from the Local Union involved within ten (10) days, the Company shall, at its option, invoke the grievance procedure set forth herein.

ARTICLE IX
GRIEVANCE AND ARBITRATION

9.1. A grievance is hereby defined as a violation of the terms of this agreement, or a violation of the law governing the employee-employer relationship, or any type of supervisor conduct which unjustly and unlawfully causes an employee to lose his job (except during the probationary period) or any benefits arising out of his job, occurring not more than three (3) months prior to the date of complaint.

9.2. Should any dispute arise between the Union and the Company, as to any unadjusted grievance or as to the rights of either party under this agreement, both parties shall endeavor to settle such matters in the simplest and most direct manner. Any dispute arising from the interpretation of this agreement will be referred for discussion between the Company and the Local Union. The procedure (unless changed or any steps thereof waived by mutual consent) shall be as follows:

1st Step - Between the aggrieved employee and the grievance committee of the Local Union, the supervisor who is hearing the grievance and two management representatives. A written reply to be given to the President of the Local Union involved within fifteen (15) working days.

2nd Step - In the event the grievance is not satisfactorily resolved at the 1st Step, upon notification from the Local Union, a second step hearing shall be scheduled between the grievance committee of the Union and the President of the Company or his representative. An International Representative of the I.B.E.W. may be present at this step of the grievance procedure only to assist the Local Union. A written reply shall be given within fifteen (15) working days to the President of the Local Union. If notification of request for second step hearing is

not received within forty (40) working days after a reply was given in the 1st Step, subject to waiver by mutual consent, it shall no longer exist.

3rd Step – If all foregoing steps having been taken without a satisfactory adjustment of the question in dispute, then upon written request therefore, filed by the initiating party with the opposite party, within ninety (90) calendar days after date of reply on Step 2, the Union and Company shall first attempt to agree upon an impartial Arbitrator. If they cannot agree within seven (7) calendar days from receipt of the written demand for arbitration, either party may request the American Arbitration Association (AAA) to submit a list of fifteen (15) names of qualified Arbitrators. Upon receipt of the panel, the parties shall first attempt to agree upon an Arbitrator from the panel. If they cannot agree, the parties shall alternately strike names from the list until one (1) name remains, and that person shall serve as Arbitrator. After the effective date of this CBA, the Company shall begin the striking process for the first arbitration case heard and the Union shall begin the striking process for a subsequent arbitration and this order shall repeat during the term of the CBA. However, it is understood that at any time during this selection process, the parties may mutually agree upon an Arbitrator. To be valid, the request for a panel of arbitrators from AAA must specify that the Arbitrators be provided at random and that all arbitrators be members of the National Academy of Arbitrators.

The decision of the Arbitrator shall be final and binding upon both parties. No Arbitrator shall have the power to add to, or subtract from, or modify, any of the terms of this Agreement, or decide any question except the grievance submitted to the Arbitrator. Arbitrator expenses will be equally split between the parties.

In the case of discharge or release of an employee, for any reason, the provisions of this clause for arbitration shall apply to the employee and the Company with respect to any unadjusted grievance related to such discharge or

release, regardless of whether or not the steps in the grievance procedure under this article had been taken as herein provided.

Failure of notification by the aggrieved party within the aforesaid ninety (90) days shall serve to nullify any complaint on grievances under this procedure.

9.3. Recognized shop stewards or other employees, acting as representatives of the Union, may discuss grievances with the Company without loss of pay. The Union will notify the Company, in writing, as to the identity of stewards and steward groups and a list of them shall be posted on appropriate bulletin boards. Time spent in meetings called by the Company shall be considered hours of labor.

(a) The Company will recognize as authorized representatives of the Union for purposes of contract negotiations the following: Local Union President or Business Manager, Vice President and other designated representative. In addition, the Company shall recognize a committee of no more than two (2) members appointed by the President. An International Representative of the IBEW may be present as an addition to this committee. Straight time spent in negotiations by Company employees shall be considered hours of labor.

(b) The Company will recognize as authorized representatives of the Union for purposes of second step discussion of grievances, the aggrieved employee and the shop steward and up to two of the following: the President, Vice President, or Business Manager of the Local Union or their designee(s) as selected by the Union President.

9.4. Awards made in grievance cases involving wages shall be retroactive to the date on which the grievance was first officially presented to the Company, unless otherwise unanimously agreed upon.

ARTICLE X
CONTRACTING OUT WORK

10.1. (a) If it becomes necessary for the Company to contract out work of the type regularly and customarily performed by employees covered hereby, it shall so notify the Union and give preference to qualified contractors in agreement with unions affiliated with the American Federation of Labor. Such notice shall include: name of contractor, location and type of work to be performed, estimated starting date, and estimated duration of job. Nothing herein shall require the Company to violate any regulations, ordinances, or statutes of any kind whatsoever, nor shall it be required hereby to assume unreasonable or excessive costs. The employment of contractors shall not operate so as to reduce the normal and basic hours of labor of any employee of the Company in the same line of work, nor shall any contractor be assigned to sixth (6th) or seventh (7th) day work, in any given location, (except work normally performed by the Building and Construction Trades) nor shall any contractor work beyond the normal and basic work hours of labor, unless qualified employees in the same classification are utilized at the same time unless mutually-agreed otherwise, unless at the time such work is to be performed, qualified employees of the Company either in an active or laid off status, and Company equipment, in that same location, are not readily available to the Company without unreasonable delay and expense.

(b) It is understood and agreed that when any outside servicemen are called in to perform work on equipment that is now or will be in the future regularly and customarily operated and maintained by employees under this agreement, they shall perform no manual work of such a nature as to displace any available, qualified, regular employee, or to reduce the normal basic hours of labor of such employees. It is further understood and agreed that the Company will at all times endeavor to assign regular, qualified, available employees to assist such servicemen in their work for the purposes of training and instruction on the

equipment involved.

ARTICLE XI
WAGE RATES
(WAGE CHART - APPENDIX C)

11.1. (a) BASE WAGE INCREASE - A General Wage Increase as enumerated below to the base wage rate with breakage at five (5) mills, effective November 1 and for each succeeding year thereafter until October 31, 2022, including the appropriate 401(k) plan adjustment and Company match.

11/1/2016 – 2.50% plus a one-time \$500 gross lump sum bonus
11/1/2017 – 2.50% plus a one-time \$500 gross lump sum medical transition bonus
11/1/2018 – 2.75%
11/1/2019 – 2.75%
11/1/2020 – 2.75%
11/1/2021 – 2.75%

The wage rates applicable to this agreement are those shown in the Wage Rate Schedules attached hereto and made a part hereof. It is hereby stipulated and agreed that if the existing rate of pay of any employee covered by this agreement exceeds the rate of pay for that classification, established by this agreement, no reduction in present rate of pay of any employee concerned shall be made. It is understood, however, that any such personal rate of pay shall not apply to any successor on the job in question.

(b) The job descriptions applicable to the classifications covered by this agreement are considered to be a part hereof. It is understood that, if, for purposes of improved efficiency in operations or because of change in method of operations, the Company revises any existing job description or creates any new job description for a new classification, it shall first submit such job description to the Union for review for accuracy. When the accuracy of such a job description has been established, it shall be evaluated jointly, for wage rate relationship purposes,

and an appropriate rate shall be jointly established pursuant to the terms of this agreement, under the joint job evaluation program. In this connection, either party may submit for reevaluation and correction, any job description in which the duties actually performed differ from the duties provided for by the job description itself, subject to the requirements of 11.2(a) last sentence.

(c) Questions of accuracy of any new or revised job description, and of the wage rate relationships appropriate thereto, are subject to adjustment, in the absence of agreement under the joint job evaluation program, through the grievance and arbitration procedure.

(d) Shift employees and employees the majority of whose regular hours worked are between 4:00 pm and midnight (early night shift), midnight to 8:00 am (late night shift), or shift employees on the day shift on calendar Sunday, will be paid one dollar and thirty-five cents (\$1.35) shift differential effective November 1, 2006 and \$1.50 effective November 1, 2010.

(e) Night shift differentials shall be considered as part of the rate of any employee for purposes of overtime pay.

11.2. INCENTIVE COMPENSATION PLAN - Provide an Incentive Compensation plan with a target award of 4% of the base wage rate, distributed no later than March of the year following the plan year. The incentive plan earnings will be capped at 200% of goal attainment. For this Agreement, the ICP program will be maintained and reflect the Company's efforts to continually improve the program and focus on key business objectives; upon notification to the Union, performance metrics of the AICP program may change.

ARTICLE XII
NO STRIKE - NO LOCKOUT

12.1. During the period of this agreement or any extension thereof, there shall be neither strikes nor other stoppages of work by the Union or its members, nor lockouts of employees by the Company.

The Company will not seek volunteers or assign employees to report to any site where employees are on strike. Also, the Company will not send workers to locations where employees have been sent to replace strikers.

ARTICLE XIII
LIVING CONTRACT CLAUSE

13.1 (a) In order to better adapt to a dynamic and competitive business environment, the Union and Company agree to apply the Mutual Gains Bargaining process during the term of this agreement. This would include, but not be limited to, the following agreements:

- Temporary Lead Maintenance Upgrade (B.10)
- Mobile Maintenance Agreement (B.11)
- Flexible Work Rules (B.5)
- Regular Part-Time Employees (B.15)
- Joint Education Process (B.8)
- Transitional Workforce Plan (B.18)
- Dual Classification, Fossil & Hydro Generation Exhibit J (1994 Summary of Agreements) (B.4)
- Reduction of Contracted Labor (B.14)
- Self-Directed, Cross-Skilled Work Teams (B.16)
- Jurisdictional Guidelines Between Local Unions (B.9)

(b) Any multi-Local Union agreement reached will become a temporary agreement with duration established by the Negotiating Committee. The permanency of any such agreements will be contingent on a ratification vote of the members.

(c) This agreement does not alter the present system whereby the local has the authority to agree to certain provisions without a ratification vote.

ARTICLE XIV TERM OF AGREEMENT

14.1. This agreement shall be effective as of December 22, 2016 and shall remain in effect until October 31, 2022 and from year to year thereafter, unless either party hereto, shall, not less than sixty (60) days prior to any expiration date, notify the other party in writing of its intention to amend specific articles or paragraphs of this agreement, or to terminate the agreement. Changes herein may be made at any time by mutual consent, provided such changes are set forth in writing.

14.2 This Agreement represents the sole and complete negotiated agreement resulting from collective bargaining negotiations between the parties, thereby eliminating and superseding all agreements, customs, practices and understandings not covered herein which were in effect prior to the date of this Agreement. Should the parties reach an understanding during the term of the CBA that they wish to adopt as part of the Agreement, it will be reduced to writing and executed by the parties. As such, this Agreement and any written agreements executed during its term, shall govern during its term the entire relationship with respect to wages, rates of pay, hours of employment and other conditions of employment.

Items included as part of this Agreement are listed below:

1. Any grievance resolutions and/or arbitration awards that remain applicable and have not otherwise been amended, deleted or superseded by any subsequent Summary of Agreement and does not otherwise conflict with any provision within this Collective Bargaining Agreement.
2. The terms of this Summary of Agreement reached during the 2016 CBA

negotiations and prior Summary of Agreements for negotiated agreements in 2006 and 2011, but only to the extent the terms of such Summary of Agreements a) remain applicable and in effect; b) have not otherwise been amended, deleted or superseded by any subsequent Summary of Agreement; and c) do not otherwise conflict with any provision within this Collective Bargaining Agreement.

Agreement Confirmation Signatures	
By their signatures below the undersigned representatives of the Company and the Union acknowledge that the terms herein accurately reflect the resolutions agreed to during the collective bargaining process.	
NRG Energy, Inc.	IBEW Local 1289
 Rich North Labor Relations Director 11-01-17 Date	 Ed Stroup President/Business Manager 9-29-2017 Date
 Neil MacIntosh Plant Manager 10-10-17 Date	 Kevin Black Committee Member 10-10-17 Date
 Kim Pavolka Labor Relations Manager 11-1-17 Date	 Joe Kokinda Committee Member 10/10/17 Date
 Donna Pizzo Human Resource Manager 11-6-17 Date	

APPENDIX A
NON-OCCUPATIONAL DISABILITY

(HAS BEEN INCORPORATED INTO MAIN AGREEMENT)

APPENDIX B
LIVING CONTRACT CLAUSE

B.4. DUAL CLASSIFICATION - FOSSIL & HYDRO GENERATION

The following replaces “A.a” of the Dual Classification Agreement.

Where an employee has worked within or can substantiate a level of skill and training equal to or greater than the job qualification requirements of the selected secondary classification, that employee may be assigned a secondary job classification if the Company determines that the need exists.

The Union and Company agree to jointly review the job classification “qualifying review sheets” to ensure that they are up to date.

B.5. FLEXIBLE WORK RULES

The need for job flexibility is recognized and the parties will continue to address operating requirements by reaffirming that employees may perform similar or lesser skilled work for which he/she is qualified. When flexibility is required between departments, such needs will be discussed and reviewed with the union on a case by case basis.

There may be work rules that present significant challenge to meeting customer needs; when these are identified the union and management will meet to review possible alternatives. Any alternatives affecting existing work rules will be jointly agreed to before being implemented.

If this work extends beyond occupational jurisdictions, agreement must be reached between the affected union and company personnel.

B.8. JOINT EDUCATION PROCESS

The company and union agree to sponsor a joint education process for supervisors, managers and shop stewards on contract application, conflict resolution and grievance processing. It was also agreed on a local level to hold supervisor/shop steward round table discussions with senior management and union leadership to resolve concerns and clarify issues of mutual interests.

B.9. JURISDICTIONAL GUIDELINES BETWEEN LOCAL UNIONS

It is agreed when workloads require crews to work out of their normal jurisdictional areas the affected Union officials and Company representatives will meet to discuss guidelines required to accomplish this in the most efficient matter.

B.10. TEMPORARY TEAM LEAD MAINTENANCE UPGRADE

When the need for a Temporary Team Lead is determined by Management, he/she will be selected from qualified Combustion Turbine Technicians on a volunteer basis by seniority. Qualified employees are those deemed knowledgeable of the job at hand and who display appropriate leadership skills. Team Lead will only be applied when assigned to lead a crew of two or more employees. The rate of pay for the Team Lead upgrade will be 10% above the pay rate of the Combustion Turbine Technician.

Responsibilities and duties of the Team Lead include:

1. Assigning jobs to the team.
2. Giving direction and/or assistance when needed.
3. Procuring/ordering material when required, with approval authority from Management.
4. Filling out and submitting timesheets for workers.
5. Maintaining good lines of communication as required with, but not limited to, the following: fellow team members, Operations Department, station staff, on-site contractors and Company personnel.
6. Overseeing tagging requests and ensuring job completion prior to job being released for operation.

7. Maintaining turnover logs, recording technical information, and fulfilling r-Stamp requirements, etc.
8. Assisting Management with job coordination and scheduling.
9. Arranging for materials and tools on the job as required.
10. Attending the morning meeting on a daily basis (and any other necessary meetings throughout the workday). The morning meeting takes place 15 minutes prior to the start of the normal shift. Correspondingly, the employee's normal workday will end 15 minutes prior to the normal quitting time.

B.11. MOBILE MAINTENANCE AGREEMENT

Intent

The intent is to utilize employees designated as "Mobile Maintenance" at other locations listed in Schedule 1 when there is a need to perform any work within the maintenance classifications on a scheduled work week basis as defined in Contract Article 5.1(b).

Those employees designated "Mobile Maintenance" will be assigned a normal reporting location and will be scheduled workweek employees. When the Company determines that additional personnel are needed at an alternate location as indicated in Schedule 1, the Company will take the following steps to fill that requirement:

1. Determine the number of personnel and classifications required.
2. Determine from which location(s) personnel are to be assigned.
3. Assign required "Mobile Maintenance" personnel in accordance with the home base overtime list.
4. Determine the work schedule (example: 7:00 am to 3:30 pm Tuesday through Saturday).
5. Minimum notice requirements. If less than 48 hours' notice of assignment is provided, employees will receive time and one-half their normal hourly rate for the first and second days of the assignment. When more than 48 hours but less than 72 hours' notice is provided, employees will receive time and one-half their normal hourly rate for the first day of the assignment.

NOTE: Article 3.16 of the Agreement can be used in lieu of a Mobile Maintenance assignment between Gilbert and Sayreville for up to (3) three consecutive days for station O&M related work with the understanding that as much advance notice possible will be given.

Per Diem and Shift Differential

All "Mobile Maintenance" employees assigned to an alternate location shall receive per diem as per Schedule I. Per Diem will be paid for all days the employee reports to work on a "Mobile Assignment" away from home base location. Shift differential will be paid in accordance with the terms of the Agreement, Article 11.1, Sections (d) through (g).

Premium Pay

All "Mobile Maintenance" employees assigned to an alternate location shall receive premium pay of \$1.75 per hour. All "Mobile Maintenance" employees assigned to Shift 3 while on a mobile assignment at their home base location shall receive premium pay of \$.50 per hour.

Seven-Day Work Schedules

In order to establish seven-day schedules (including Saturday and Sunday) for both short and long-duration maintenance activities, generation management agrees to meet with Local Union officials to mutually develop such schedules.

First and Last Day of Assignment (Travel Time)

For the first day of a change in location, as posted, the "Mobile Maintenance" employee will generally travel on Company time. For the last day of the scheduled assignment, the employee will generally return to their home base location on Company time. However, if in either case, the Company elects to have the employee travel on their own time, the employee will receive the appropriate overtime rate for the travel time as indicated in Schedule 1. For clarification purposes, the first and last day shall not be construed as the first and last day of each week of the assignment.

Schedule 1
 Mobile Maintenance Per Diem Schedule

From	To	Mileage	Travel Time	Daily Per Diem
Gilbert	Gilbert	0	0	
Gilbert	Sayreville	60	1.50 hrs	\$75
Gilbert	Portland	33	1.00 hrs	\$41
Gilbert	Titus	76	2.00 hrs	\$95
Sayreville	Sayreville	0	0	
Sayreville	Gilbert	60	1.50 hrs	\$75
Sayreville	Portland	74	1.75 hrs	\$93
Sayreville	Titus	116	2.75 hrs	\$145

An employee assigned to a Mobile assignment shall have the options of traveling home or staying overnight. If the employee stays overnight, he will be reimbursed an additional \$25, with the submission of a hotel receipt.

Per Diem shall include hotel fees, parking fees, mileage, tolls, meals (except overtime meals as described in 8.10), tips and incidentals.

B.14. REDUCTION OF CONTRACTED LABOR

Parties agreed to utilize our in-house work-force in an efficient and cost effective manner. To assure that this concept works, the following is agreed to:

A Joint Committee to evaluate contracted work will be established that will provide union participation and notification of the process.

This review process will work towards ensuring that internal resources are being utilized prior to contracted labor. This includes the use of temporary employees to perform work.

Job specific agreements regarding application of the Labor Agreement can be made in order to be competitive with outside contractors if necessary and agreed to by both parties.

In a system emergency, time may not allow the review process.

B.15. REGULAR PART-TIME EMPLOYEES

It is understood that this agreement pertains to the establishment of regular part-time employees. The Company maintains the right to determine the number

and/or classifications of employees. However, it is agreed that the Company will not displace regular full-time Bargaining Unit employees with regular part-time employees without mutual agreement (see Article 3.2)*. It was also agreed that if the number of regular part-time employees needed in the future changes, the Company will discuss their needs with the Union. This agreement does not supersede any existing Part-Time Agreements.

I Contractual Conditions

- A. Union Membership - Regular part-time employees will be treated as regular full-time employees under the terms of Article II of the Labor Agreement.
- B. Seniority - For purposes of bidding and bumping, all service time while working as a regular part-time employee will be credited as half value (i.e. 3 years part-time = 1.5 years full-time; qualifications under Article 3.2.(c) require 20 years of regular part-time service).

The regular part-time positions will be posted. All employees will have an opportunity to bid these positions. The posting will also advise employees how qualified, successful bidders will be affected once transferred to regular part-time status. In order to maintain staffing stability of this position, all regular full-time employees bidding into the part-time position will be restricted from bidding to a full-time position for a period of one (1) year and subsequent bids to the part-time position will be at the convenience and consent of the Company. However, if a part-time position is abolished, the affected employee will be permitted to bid within 30 days of the expected date of the abolished position.

****Note: The Company does not intend to replace a full-time employee with a part-time employee. Any displacement of a full-time employee with a part-time employee will only be with mutual agreement. In addition, the Company can fill a full-time vacancy with a part-time employee upon discussion with the Union.***

New Hires:

All new hires will be required to work a minimum of two (2) years within that department before obtaining eligibility to bid posted positions within other departments within the Company. Regular part-time employees will be eligible to bid posted full-time positions within their own department during their first two (2) years of employment through the job posting process.

- C. Probationary and Qualifying Periods - Probationary and qualifying time periods will not be reduced; therefore, regular part-time employees will be required to fulfill a 12 month probationary and twice the qualifying time frame of a regular full-time employee.
- D. Overtime - Full-time employees within a department will have preference over regular part-time employees for prearranged, sixth (6th) day, seventh (7th), holiday or extended overtime assignment. Regular part-time employees may fill in for the **absent full-time** employees when full-time employees are not available. However, premium overtime pay will not apply until the regular part-time employee has worked beyond forty (40) hours in one (1) work week. These subsequent hours of work will be paid in accordance with this agreement. For this purpose, Sunday is considered the beginning of the work week.
- E. Meals - When a regular part-time employee is required to extend their normal scheduled shift, Article 8.10.(a) shall apply. In the event that a regular part-time employee is prearranged to work a normal full eight (8) hour work day, the employee will be required to bring their own lunch and the time allowed for eating the meal will not be paid for.

II Benefits - The following benefits apply to all employees working in a regular part-time position.

A. Holidays - Regular part-time employees will be paid their normal four (4) hour straight time earnings when scheduled off to commemorate established holidays or floating holidays providing they work the normal workday preceding and following the holiday. It is agreed that holidays will be celebrated on the observed day if the employee is scheduled to work. In the event the holiday falls on a day that the employee is already scheduled off, then the holiday will be observed on the employee's first work day of that week. When two (2) holidays fall within one (1) week, they will be observed on each employees first and second work day of that week. For this purpose Sunday is considered the beginning of the work week. In addition, time worked on these holidays will be paid at time and a half, and as indicated in Article 5.8 of the contract. Regular part-time employees are entitled to 1.5 floating holidays.

Any alteration of existing holidays will be converted to floating holidays.

Other Entitlements - Part-time employees may qualify for a Bonus Day under the Attendance Incentive Plan and for Safety Days.

B. Sick Leave - Regular part-time employees will be eligible for a maximum of thirty-two (32) hours paid supplementary sick leave per year, accrued at the rate of 4 hours / month. Primary benefits will be provided as required by state law. Regular part-time employees will be eligible for one partial absence annually, paid in accordance with established contractual provisions.

C. Vacation - Regular part-time employees will earn, accumulate and schedule vacations at half value in accordance with Article VI of the Labor Agreement. Should a regular part-time employee transfer to

full-time status, in scheduling vacation, it is understood that it may be necessary that paid vacation be supplemented with unpaid time off to ensure a reasonable amount of time off.

Full-time employees bumping into regular part-time status will be scheduled off their four (4) hour shift and paid eight (8) hours for each vacation day earned during full-time status and scheduled in the subsequent year while working a regular part-time shift.

- D. Health Care - Employees filling regular part-time positions will be eligible only for the company-sponsored managed care plans. In each case, the Company will contribute one-half ($\frac{1}{2}$) of the total premium paid for full-time employees in respective plans.
- E. Savings Plan - Regular part-time employees after 1,000 or more hours of scheduled work by their first anniversary or in a subsequent calendar year will be permitted to participate in the Savings Plan for bargaining employees. The Company will match employee's contribution towards the Savings Plan as negotiated for full-time regular employees.
- F. Pension Plan - Regular part-time employees after 1,000 or more hours of scheduled work by their first anniversary or in a subsequent calendar year will be eligible to participate in the Plan for Retirement Annuities.
- G. Credit Union - Regular part-time employees will be eligible to participate in the Utilities Employees Credit Union.
- H. Dental - Regular part-time employees will not be eligible for dental coverage.
- I. Life Insurance - Regular part-time employees will be eligible to purchase voluntary life insurance coverage.

B.16. SELF-DIRECTED, CROSS-SKILLED WORK TEAMS

The parties recognize that self-directed work teams create/retain work for the union, reduce contractors and foster productivity and efficiency. Self-directed work teams are already in place (i.e. Chiefs) and may be used for short term situations which may or may not include cross discipline teams. To establish guidelines for implementation, the parties agree that union and management shall meet to identify opportunities for self-directed work teams. This will provide guidance for implementation and set standards to measure the success of the initial programs. The experience gained from these programs will be used to continue the concept with the mutual consent of both parties. It was agreed that this concept will apply to both single-craft or cross-skilled work teams.

B.18. TRANSITIONAL WORKFORCE PLAN

In an effort to optimize in-house workforce efficiencies and pro-actively seek future opportunities for existing employees in positions that may be reduced or eliminated by new technology and/or competitive pressures in a re-regulated industry, union and management agree to develop the following strategy:

1. Future staffing needs will be evaluated by management based on attrition and future competitive and/or technological trends. This information will be reviewed with union officials on an established interval schedule.

2. Where future work force staffing excesses or deficiencies are identified, a joint effort will be made to develop a plan to assist interested regular employees in adjusting career paths to maintain continued employment in viable positions and/or to offer alternatives to layoffs that may include enhanced voluntary separation packages, relocation allowances and/or bonuses, enhanced training opportunities, etc.

3. During the transition process, regular employees periodically or permanently vacating positions identified as "excess" may be temporarily backfilled with seasonal or temporary "transitional employees". These individuals may be temporarily employed until the regular employee's former position is finally

eliminated.

Ultimately, the plan will better position the company to meet the challenge of competition by maintaining a forward focused workforce strategy that projects staffing needs and guides employees towards career paths that potentially extend individual employment prospects within the company, while avoiding the obvious adverse impact of employee bumping during periods of job elimination.

Examples of transitional success might include: Pre-training of employees in areas of projected need and/or growth from areas where competition and/or technology have the potential to eliminate positions (generation related positions, clerical, etc.).

APPENDIX C
WAGE RATE SCHEDULE

Job #	Job Classification	Rate 1* or 2	2.50%	2.50%	2.75%
			Effective 11/1/2016	Effective 11/1/2017	Effective 11/1/2018
118	Lead Control Room Operator	1	\$43.98	\$45.08	\$46.32
118	Lead Control Room Operator	2	\$48.87	\$50.09	\$51.47
119	Control Room Operator	1	\$40.02	\$41.02	\$42.15
119	Control Room Operator	2	\$44.45	\$45.56	\$46.81
120	Control Room Operator "B"	1	\$35.96	\$36.86	\$37.87
120	Control Room Operator "B"	2	\$39.99	\$40.99	\$42.12
121	Mech. Maint. "A" (MM)	1	\$36.06	\$36.96	\$37.98
121	Mech. Maint. "A" (MM)	2	\$40.06	\$41.06	\$42.19
122	Mech. Maint. "B" (MM)	1	\$31.50	\$32.29	\$33.18
122	Mech. Maint. "B" (MM)	2	\$34.96	\$35.83	\$36.82
123	Mech. Maint. "C" (MM)	1	\$27.83	\$28.53	\$29.31
123	Mech. Maint. "C" (MM)	2	\$30.92	\$31.69	\$32.56
124	Mech. Maint. "A" Cert Welder (MM)	1	\$37.58	\$38.52	\$39.58
124	Mech. Maint. "A" Cert Welder (MM)	2	\$41.70	\$42.74	\$43.92
125	Elec. Maint. "A" (MM)	1	\$37.58	\$38.52	\$39.58
125	Elec. Maint. "A" (MM)	2	\$41.70	\$42.74	\$43.92
126	Elec. Maint. "B" (MM)	1	\$33.78	\$34.62	\$35.57
126	Elec. Maint. "B" (MM)	2	\$37.58	\$38.52	\$39.58
127	Elec. Maint. "C" (MM)	1	\$30.48	\$31.24	\$32.10
127	Elec. Maint. "C" (MM)	2	\$33.90	\$34.75	\$35.71
133	I&C Tech	1	\$37.58	\$38.52	\$39.58
133	I&C Tech	2	\$41.70	\$42.74	\$43.92
134	Machinist "A" (MM)	1	\$36.59	\$37.50	\$38.53
134	Machinist "A" (MM)	2	\$40.69	\$41.71	\$42.86
135	Machinist "B" (MM)	1	\$32.93	\$33.75	\$34.68
135	Machinist "B" (MM)	2	\$36.58	\$37.49	\$38.52
137	I&C Tech (MM)	1	\$37.58	\$38.52	\$39.58
137	I&C Tech (MM)	2	\$41.70	\$42.74	\$43.92
142	Machinist "A"	1	\$36.59	\$37.50	\$38.53
142	Machinist "A"	2	\$40.69	\$41.71	\$42.86
143	Machinist "B"	1	\$32.93	\$33.75	\$34.68
143	Machinist "B"	2	\$36.58	\$37.49	\$38.52
144	Mech. Maint. "A"	1	\$36.06	\$36.96	\$37.98
144	Mech. Maint. "A"	2	\$40.06	\$41.06	\$42.19
145	Mech. Maint. "B"	1	\$31.50	\$32.29	\$33.18
145	Mech. Maint. "B"	2	\$34.96	\$35.83	\$36.82

146	Mech. Maint. "C"	1	\$27.83	\$28.53	\$29.31
146	Mech. Maint. "C"	2	\$30.92	\$31.69	\$32.56
147	Mech. Maint. "A" - Cert. Welder	1	\$37.58	\$38.52	\$39.58
147	Mech. Maint. "A" - Cert. Welder	2	\$41.70	\$42.74	\$43.92
149	Lead Maint. Technician	1	\$44.33	\$45.44	\$46.69
149	Lead Maint. Technician	2	\$49.25	\$50.48	\$51.87
150	Combustion Turbine Tech	1	\$40.30	\$41.31	\$42.45
150	Combustion Turbine Tech	2	\$44.77	\$45.89	\$47.15
156	Elect. Maint. "A"	1	\$37.58	\$38.52	\$39.58
156	Elect. Maint. "A"	2	\$41.70	\$42.74	\$43.92
157	Elect. Maint. "B"	1	\$33.78	\$34.62	\$35.57
157	Elect. Maint. "B"	2	\$37.58	\$38.52	\$39.58
158	Elect. Maint. "C"	1	\$30.48	\$31.24	\$32.10
158	Elect. Maint. "C"	2	\$33.90	\$34.75	\$35.71
503	Plant Stockkeeper	1	\$33.46	\$34.30	\$35.24
503	Plant Stockkeeper	2	\$37.20	\$38.13	\$39.18
504	Plant Stockkeeper Jr.	1	\$30.11	\$30.86	\$31.71
504	Plant Stockkeeper Jr.	2	\$33.46	\$34.30	\$35.24
792	Clerk Sr.	1	\$30.45	\$31.21	\$32.07
792	Clerk Sr.	2	\$33.85	\$34.70	\$35.65
793	Clerk I	1	\$26.12	\$26.77	\$27.51
793	Clerk I	2	\$29.06	\$29.79	\$30.61
794	Clerk II	1	\$21.97	\$22.52	\$23.14
794	Clerk II	2	\$24.41	\$25.02	\$25.71
1261	Utility Worker	1	\$21.96	\$22.51	\$23.13
1261	Utility Worker	2	\$24.41	\$25.02	\$25.71
TLEAD	TLEAD Upgrade		\$49.25	\$50.48	\$51.87

*90% qualifying rate – Article 3.13

Job #	Job Classification	Rate 1* or 2	2.75%	2.75%	2.75%
			Effective 11/1/2019	Effective 11/1/2020	Effective 11/1/2021
118	Lead Control Room Operator	1	\$47.59	\$48.90	\$50.24
118	Lead Control Room Operator	2	\$52.89	\$54.34	\$55.83
119	Control Room Operator	1	\$43.31	\$44.50	\$45.72
119	Control Room Operator	2	\$48.10	\$49.42	\$50.78
120	Control Room Operator "B"	1	\$38.91	\$39.98	\$41.08
120	Control Room Operator "B"	2	\$43.28	\$44.47	\$45.69
121	Mech. Maint. "A" (MM)	1	\$39.02	\$40.09	\$41.19
121	Mech. Maint. "A" (MM)	2	\$43.35	\$44.54	\$45.76
122	Mech. Maint. "B" (MM)	1	\$34.09	\$35.03	\$35.99
122	Mech. Maint. "B" (MM)	2	\$37.83	\$38.87	\$39.94
123	Mech. Maint. "C" (MM)	1	\$30.12	\$30.95	\$31.80
123	Mech. Maint. "C" (MM)	2	\$33.46	\$34.38	\$35.33
124	Mech. Maint. "A" Cert Welder (MM)	1	\$40.67	\$41.79	\$42.94
124	Mech. Maint. "A" Cert Welder (MM)	2	\$45.13	\$46.37	\$47.65
125	Elec. Maint. "A" (MM)	1	\$40.67	\$41.79	\$42.94
125	Elec. Maint. "A" (MM)	2	\$45.13	\$46.37	\$47.65
126	Elec. Maint. "B" (MM)	1	\$36.55	\$37.56	\$38.59
126	Elec. Maint. "B" (MM)	2	\$40.67	\$41.79	\$42.94
127	Elec. Maint. "C" (MM)	1	\$32.98	\$33.89	\$34.82
127	Elec. Maint. "C" (MM)	2	\$36.69	\$37.70	\$38.74
133	I&C Tech	1	\$40.67	\$41.79	\$42.94
133	I&C Tech	2	\$45.13	\$46.37	\$47.65
134	Machinist "A" (MM)	1	\$39.59	\$40.68	\$41.80
134	Machinist "A" (MM)	2	\$44.04	\$45.25	\$46.49
135	Machinist "B" (MM)	1	\$35.63	\$36.61	\$37.62
135	Machinist "B" (MM)	2	\$39.58	\$40.67	\$41.79
137	I&C Tech (MM)	1	\$40.67	\$41.79	\$42.94
137	I&C Tech (MM)	2	\$45.13	\$46.37	\$47.65
142	Machinist "A"	1	\$39.59	\$40.68	\$41.80
142	Machinist "A"	2	\$44.04	\$45.25	\$46.49
143	Machinist "B"	1	\$35.63	\$36.61	\$37.62
143	Machinist "B"	2	\$39.58	\$40.67	\$41.79
144	Mech. Maint. "A"	1	\$39.02	\$40.09	\$41.19
144	Mech. Maint. "A"	2	\$43.35	\$44.54	\$45.76
145	Mech. Maint. "B"	1	\$34.09	\$35.03	\$35.99
145	Mech. Maint. "B"	2	\$37.83	\$38.87	\$39.94
146	Mech. Maint. "C"	1	\$30.12	\$30.95	\$31.80
146	Mech. Maint. "C"	2	\$33.46	\$34.38	\$35.33
147	Mech. Maint. "A" - Cert. Welder	1	\$40.67	\$41.79	\$42.94
147	Mech. Maint. "A" - Cert. Welder	2	\$45.13	\$46.37	\$47.65
149	Lead Maint. Technician	1	\$47.97	\$49.29	\$50.65

149	Lead Maint. Technician	2	\$53.30	\$54.77	\$56.28
150	Combustion Turbine Tech	1	\$43.62	\$44.82	\$46.05
150	Combustion Turbine Tech	2	\$48.45	\$49.78	\$51.15
156	Elect. Maint. "A"	1	\$40.67	\$41.79	\$42.94
156	Elect. Maint. "A"	2	\$45.13	\$46.37	\$47.65
157	Elect. Maint. "B"	1	\$36.55	\$37.56	\$38.59
157	Elect. Maint. "B"	2	\$40.67	\$41.79	\$42.94
158	Elect. Maint. "C"	1	\$32.98	\$33.89	\$34.82
158	Elect. Maint. "C"	2	\$36.69	\$37.70	\$38.74
503	Plant Stockkeeper	1	\$36.21	\$37.21	\$38.23
503	Plant Stockkeeper	2	\$40.26	\$41.37	\$42.51
504	Plant Stockkeeper Jr.	1	\$32.58	\$33.48	\$34.40
504	Plant Stockkeeper Jr.	2	\$36.21	\$37.21	\$38.23
792	Clerk Sr.	1	\$32.95	\$33.86	\$34.79
792	Clerk Sr.	2	\$36.63	\$37.64	\$38.68
793	Clerk I	1	\$28.27	\$29.05	\$29.85
793	Clerk I	2	\$31.45	\$32.31	\$33.20
794	Clerk II	1	\$23.78	\$24.43	\$25.10
794	Clerk II	2	\$26.42	\$27.15	\$27.90
1261	Utility Worker	1	\$23.77	\$24.42	\$25.09
1261	Utility Worker	2	\$26.42	\$27.15	\$27.90
TLEAD	TLEAD Upgrade		\$53.30	\$54.77	\$56.28

*90% qualifying rate – Article 3.13

Drug and Alcohol Testing

Drug and Alcohol Testing will be done in accordance with Company Policy. Positive Result Consequences and Rehabilitation shall be in accordance with the Company policies regarding these issues.

The provisions of “Recovery Compliance Monitoring” can be suspended for employees due to vacation/PTO in remote areas. If there is a reasonable way for an employee to be tested, the daily call-in will not be suspended. Any time an employee is excused from testing, the period of daily call in is extended to match the excused time. It is noted the employee needs to provide a minimum of (10) ten business days’ notice prior to the scheduled time off to allow the vendor to do appropriate review.

Protective Footwear

The parties agree that to ensure compliance with government regulations relative to protective footwear, the Company will make a \$150 contribution toward the purchase of a pair of work shoes in accordance with the Company policy dated January 21, 2013.

Protective Eyewear

The Company will provide employees the opportunity to obtain one (1) pair of prescription safety glasses annually under the Company Safety Eyewear Program.

Adoption Assistance

The Company will provide up to \$5,000 reimbursement for expenses related to the birth or adoption of a child.

Bonding Leave

The Company will provide up to 40 hours per year of sick leave for the birth or adoption of a child. Excludes adoptions of blood relatives and those resulting from marriages.

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