

Agreement

between

Kincaid Generation, L.L.C.

and

LOCAL UNION 15

of the

International Brotherhood

of Electrical Workers

...

Effective September 1, 2019

TABLE OF CONTENTS		Page No.
Article 1 – UNION RECOGNITION AND DEFINITIONS		1
1.1	Exclusive Bargaining Agreement	1
1.2	Job Classifications	1
1.3	No Exclusive Right to Work	2
1.4	Reorganization and Changes to Technology or Classification	2
1.5	Definitions	2
Article 2 – UNION AFFAIRS		3
2.1	Appointment and Authority of Stewards	3
2.2	Stewards’ Use of Company Time	3
2.3	Union Visitation Rights	3
2.4	Bulletin Board	4
2.5	Dues Check Off	4
2.6	Union Security Clause	4
Article 3 – MANAGEMENT RIGHTS		5
Article 4 – NON-DISCRIMINATION		5
4.1	Non-Discrimination by the Parties	5
Article 5 – SERVICE AND SENIORITY		6
5.1	Service	6
5.2	Identical Service Dates	6
5.3	Seniority	6
5.4	Identical Seniority Dates	6
5.5	Broken Service	7
5.6	Return After Broken Service	7
5.7	Service and Seniority Roster	7
5.8	Objections to Roster	7
5.9	Transfers and Promotions Within the Bargaining Unit	8
5.10	Notice to Employee	8
5.11	Promotions Outside the Bargaining Unit	8
5.12	Filling Vacancies	8
5.13	Transfers or Upgrades	9
5.14	Layoffs and Other Curtailments of Employment	9
5.15	Layoff of Temporary and Probationary Employees	9

5.16	Layoffs and Recalls	9
5.17	Work Sharing in Lieu of Layoff	10
5.18	Bumping Eligibility	10
5.19	Layoff Defined	10
5.20	Recall Rights	11
5.21	Failure to Accept Return from Layoff	11
5.22	Subcontracting	11
5.23	Management Performing Bargaining Unit Work	11
5.24	Training	12
5.25	Long and Faithful – Medical Disqualification	12
Article 6 – HOURS OF WORK AND OVERTIME		13
6.1	Work Week Defined	13
6.2	Schedule and Assignment Changes	13
6.3	Changes to the Work Week or Shift Assignments	13
6.4	Overtime Rates	14
6.5	Computation of Hours for Overtime	14
6.6	Mandatory Overtime	14
6.7	Authorized Overtime	14
6.8	Notice of Overtime	15
6.9	No Pyramiding	15
6.10	Shift Differential	15
6.11	Sixteen Hours	15
6.12	Pagers	15
6.13	Call Backs	16
6.14	Reporting Pay	16
6.15	Travel Compensation	16
6.16	Equalization of Overtime	16
Article 7 – NO STRIKE / NO LOCK-OUT		18
7.1	No Lockout / No Strike	18
7.2	Discipline	18
Article 8 – REST PERIODS AND MEAL BREAKS		19
8.1	Rest Periods and Meal Breaks	19
Article 9 – HOLIDAYS		19
9.1	Pay Basis	19
9.2	Disqualification	19

9.3	Rotating Shifts	19
9.4	Holiday on Scheduled Day Off	20
9.5	Holidays Observed	20
9.6	Floating Holidays	20
9.7	Holiday Overtime	20
9.8	Mandatory Attendance	20
Article 10 – Personal Time		21
10.1	Intent	21
10.2	Use of Personal Time	21
10.3	Amount of Time	21
10.4	Accrual Date	22
10.5	Determination of Years of Service	22
10.6	Carry Over of Personal Time	23
10.7	Notice of Options	23
10.8	Scheduling Procedure	23
10.9	Holiday as Part of Personal Time	24
10.10	Unforeseen Illness	24
Article 11 – FAMILY AND MEDICAL LEAVE		25
11.1	Medical Leave for an Employee or Family Member	25
Article 12 – UNPAID PERSONAL LEAVE OF ABSENCE		25
12.1	Limitation	25
12.2	Seniority / Termination	25
12.3	Unpaid Leaves of Absence for Full Time Union Business Representatives	25
Article 13 - ADJUSTMENT OF GRIEVANCES		26
13.1	Grievance Defined	26
13.2	Extension of Time Limits	26
13.3	Procedure	27
13.4	Union Authority	27
13.5	Grievance by Contractual Party	27
Article 14 – ARBITRATION		28
14.1	Arbitration	28
14.2	Costs of Procedure – Individual	28
14.3	Costs of Procedure – Shared	29

14.4	Binding Decision	29
14.5	Mitigation of Damages	29
14.6	No Pyramiding of Issues	29
14.7	Damages – Time Limitations	29
14.8	Expedited Arbitration Procedure	30
Article 15 – TEMPORARY WORKERS		31
15.1	Definition	31
15.2	Temporary Workers	31
15.3	Changed Status	31
Article 16 – PROBATIONARY EMPLOYEES		32
16.1	Probation Period	32
Article 17 – BENEFITS		32
17.1	Benefits – FMCP Plan 16	32
17.2	Benefits	33
17.3	Benefits Plans Incorporated	34
17.4	Limited Liability	34
17.5	Incentive Plan	35
17.6	Bereavement Leave	35
17.7	Company 401(k) Match	35
17.8	Company 401(k) Annual Contribution	36
17.9	Vistra LTD	36
17.10	Severance	37
17.11	Short Term Disability	37
Article 18 – WAGES AND PAYMENT		38
18.1	“Appendix A” Incorporated	38
18.2	Wage Increases	38
18.3	Pay Schedule – Holidays	38
18.4	Pay Schedule – Discharge	38
18.5	Direct Deposit	39
Article 19 – GENERAL PROVISIONS		39
19.1	Physical Exams	39
19.2	Severability Clause	39
19.3	Safety Rules	39
19.4	Safety Committee	39
19.5	Investigations	40
19.6	Tools and Safety Equipment	40

19.7 Smoking Policy	40
19.8 Limited Duty Policy	40
19.9 Safety Boots	40
Article 20 – TERM OF AGREEMENT	41
20.1 Amendments	41
20.2 Term	41
APPENDIX A – Rates of Pay	42
APPENDIX B – Supervisor Guidelines for Call-Out of Overtime	45
APPENDIX C – DSI Technician	46

ARTICLE 1

UNION RECOGNITION AND DEFINITIONS

1.1 Exclusive Bargaining Agreement

Kincaid Generation, L.L.C., a subsidiary of Vistra Energy Corp., recognizes Local Union 15 of the International Brotherhood of Electrical Workers, AFL-CIO, as the exclusive bargaining agent under section 9(a) of the National Labor Relations Act for all operations, maintenance, fuel and site services, and clerical Employees who are employed at the Kincaid, Illinois, generating station for the purpose of collective bargaining in respect to matters of pay, wages, hours of employment and other conditions of employment. This agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority or regulatory body, including but not limited to the Illinois Commerce Commission, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement.

1.2 Job Classifications

Employees under this Agreement shall include individuals working in the following job classifications:

- a) Control Room Operator
- b) Assistant Control Room Operator
- c) Auxiliary Operator
- d) Clerk
- e) Maintenance Mechanic
- f) Materials Handler
- g) Electrician/Instrument Mechanic
- h) Utility Worker
- i) Custodian
- j) DSI Technician (see Appendix C)

1.3 No Exclusive Right to Work

This recognition clause shall not be construed to mean that any employee or classification of employees has an exclusive right to any work within the bargaining unit. The Company may assign employees to perform work as needed.

1.4 Reorganization and Changes to Technology or Classification

- A. The Company reserves the right to establish new units or departments, divisions, or subdivisions thereof and to determine the location and number of such, and the deletion of such units, departments, divisions or subdivisions. And, to transfer work from one job classification to another or from one department or operation to another department.
- B. The Company will meet and confer with the appropriate Union Representative at least sixty days before implementing any planned departmental reorganization or substantial technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new classification.
- C. Should this discussion result in disagreement, the issue may be subject to the grievance procedure. However, the filing of any grievance shall not delay the implementation of the planned change.

1.5 Definitions

- (1) The terms “Company” or “Employer” shall mean Kincaid Generation, L.L.C. , a subsidiary of Vistra Energy Corp.
- (2) The term “Union” shall mean Local Union 15 of the International Brotherhood of Electrical Workers.
- (3) The terms “employee” or “employees” shall mean only those employees covered by the terms and conditions of this Agreement.
- (4) In order to remain gender neutral we will use he/she or his/her.

- (5) The term “may” is permissive and discretionary and the terms “will”, “must”, and “shall” are mandatory.
- (6) The term “Party” or “Parties” shall mean the Company and the Union.

ARTICLE 2

UNION AFFAIRS

2.1 Appointment and Authority of Stewards

The Union shall be allowed to appoint a reasonable number of stewards and chief stewards. These individuals shall participate in the processing of grievances as provided herein. The Union shall provide the names of such individuals, in writing, to the Company. Thereafter, the Company shall be within its rights to rely on the voluntary actions and commitments of such individuals as agents of the Union.

2.2 Stewards' Use of Company Time

The Union or its agents will not solicit members, engage in organization work or any other Union activities during the working time of employees except for meetings scheduled during working periods at the request of, and for the convenience of, the Company, including the handling of grievances. When a steward's or chief steward's obligations under this Agreement can be reasonably performed only during working periods, a request for unpaid time off for these duties may not be unreasonably denied.

2.3 Union Visitation Rights

A. The Parties agree that much of the everyday administration of this Agreement can be handled by the stewards and chief stewards. However, a duly authorized non-employee representative of Local 15 or of the International Union shall have the right to visit the plant during working hours for the purpose of inspecting working conditions and operation of the contract.

B. The Company recognizes authorized representatives of the Union as the representatives of the Union and, upon advance notice to the Company, the Union representatives shall have reasonable access to the Station in order to meet with the employees concerning matters relating to wages, hours, and terms and conditions of work. When a non-employee Union representative is present on the property, he/she will not unreasonably interfere with any employees in a work status.

2.4 Bulletin Board

Two glass covered, locked bulletin boards may be provided by the Union to be affixed at a convenient location for the posting of notices pertaining to Union business or matters of special interest to the employees. The Union will be responsible for the reasonable and proper use and upkeep of the bulletin boards. There shall be no other posting of any kind in any other locations at the plant.

2.5 Dues Check Off

Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for a period of one year, or until the termination of the current Agreement between the Company and the Union, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the employee to the Company and the Union, not more than 30 days and not less than 10 days prior to the expiration of each period of one year, of each applicable Agreement between the Company and the Union, whichever occurs sooner.

2.6 Union Security Clause

All persons employed by the Company in the unit which is the subject of this Agreement shall become members, or financial core dues payers, of the Union not later than the 31st day following the beginning of their employment or the execution of this Agreement, whichever is the latter, and shall as a condition of employment, remain members of the Union

during the term of this Agreement. The term “member” or “members” means the timely tender and payment by the employees involved of the initiation fee, periodic dues, and assessments required by the Union.

ARTICLE 3

MANAGEMENT RIGHTS

Except to the extent expressly abridged by this Agreement, the Company reserves, retains and has the sole and exclusive right to manage the business and to take such measures as management may solely determine to be necessary for the orderly, efficient and profitable operation of the business; to establish or continue policies, practices and procedures for the conduct of the business, including but not limited to, rules or policies on prohibited discrimination and drugs and alcohol, and, from time to time, to change or abolish such policies, practices or procedures; to establish quality and quantity standards and to judge them; to direct the working forces, including the right to hire, promote, transfer or demote any employee; to adopt and enforce disciplinary rules; to suspend or discharge employees for just cause; to install and require punching of time clocks or other attendance-keeping methods and make rules for such; to discontinue any process or operation; and to the extent allowed by law, to terminate, merge, sell or lease the business or any part thereof. The Union shall have, in addition to its right to grieve other matters during the term of this Agreement, the right to challenge the implementation of new or modified rules or policies on prohibited discrimination, drugs and alcohol through the grievance and arbitration procedures for a period of thirty calendar days following the Company’s implementation of such new or changed rules.

ARTICLE 4

NON-DISCRIMINATION

4.1 Non-Discrimination by the Parties

The Union and Management firmly believe that harassment of any kind seriously undermines the integrity of the employment relationship and respect for human dignity. The Company is an equal opportunity employer and endeavors to promote a workplace free of discrimination

against any employee because of race, color, creed, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical and mental disability, medical condition, veteran status, sexual orientation, gender identity and expression, or any other basis protected by applicable federal, state or local law. Therefore, it is our policy that harassment in any form will not be tolerated and must be reported. This language is consistent with the Company's Harassment Policy which is applicable to all employees.

ARTICLE 5

SERVICE AND SENIORITY

5.1 Service

"Service" is defined as the period from the employee's last hiring inclusive of approved leaves of absence and layoff as provided herein. Service for the time current employees were employed at the Kincaid facility shall be granted for only those employees who were hired by the Company without any interruption in active employment on February 27, 1998, or thereafter.

5.2 Identical Service Dates

Service of employees who have the same number of days of uninterrupted service shall be governed by surname alphabetical order with "A" superior to "Z".

5.3 Seniority

Length of continuous employment in a particular job classification shall be "seniority".

5.4 Identical Seniority Dates

If two or more employees are promoted to the same job classification on the same date, their seniority order, as to each other, in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted. Employees in entry

level positions with identical seniority dates shall be governed by length of service.

5.5 Broken Service

Service of employees shall be broken for the following reasons:

- (1) Voluntary resignation.
- (2) Retirement from Kincaid Station.
- (3) Discharge for just cause.
- (4) Discharge during the probationary period.
- (5) Failure to return to work after a layoff within five workdays after being notified to do so by telephone, personal contact or by certified letter having been sent to the employee's last known address on the Company's personnel records. Nothing herein shall be construed to prevent the Company from using temporary help until the employee returns.
- (6) Under the provisions concerning leaves of absence.
- (7) Layoff as determined by this Article.

5.6 Return After Broken Service

Except as otherwise expressly provided in this Agreement, any opportunity to return to work after broken service shall be at the Company's sole discretion and the returning employee shall be hired as a new employee.

5.7 Service and Seniority Roster

A service and seniority roster will be revised by the Company semiannually and a copy of each revised roster shall be sent to the Union via email.

5.8 Objections to Roster

In the absence of an objection by the Union to the new service and seniority roster within thirty calendar days of receipt of the new roster, such rosters will be treated as approved.

5.9 Transfers and Promotions Within the Bargaining Unit

- A. Transfers and promotions within the bargaining unit to positions not in a line of progression will be at the Company's discretion.
- B. Promotions within a line of progression will be based on seniority for all qualified employees. An employee who is promoted will be given not more than 90 days training and qualifying period for determination as to whether or not the employee can meet the requirements of the job. If it is decided that the employee is not competent to perform the work of the new job classification, the employee will be transferred back to their former job classification. Employees shall have included in their seniority the time spent in the higher job classification.

5.10 Notice to Employee

In the case of promotion within the bargaining unit, if the employee with the highest seniority is not selected, the Company will notify that employee of the reason(s) he or she was not selected.

5.11 Promotions Outside the Bargaining Unit

The Company at its sole discretion reserves the right to fill positions outside the bargaining unit, including supervisory or other managerial positions.

5.12 Filling Vacancies

When filling a vacancy in an existing or newly created job classification by promoting or transferring from within the bargaining unit, the Company will post a notice for a period of twelve calendar days announcing the open position. Employees desiring to be considered must make written application setting forth their qualifications. Employees who have accepted and completed training for a position shall be deemed to have bid for any openings in that position.

5.13 Transfers or Upgrades

- A. If the Company, at its sole option, returns an employee to the bargaining unit within ninety calendar days of that employee's transfer to a non bargaining unit position, the employee's service shall not be affected by the time served out of the bargaining unit. The employee's seniority shall be adjusted to reflect the time spent outside the bargaining unit. Thereafter, the employee's seniority shall be terminated but service shall be unbroken.
- B. Requests for transfers within the bargaining unit shall be granted at the Company's sole discretion and only in unusual circumstances.
- C. When an employee is temporarily transferred or upgraded to other work, the employee's seniority will continue to accrue in their regular job classification. When temporarily transferred or upgraded to a higher paid position the employee will be paid at the higher rate for the full day. If temporarily transferred to a lower paid position, the employee will continue at their normal job rate. When an employee is temporarily assigned to a management or instructor position, the employee shall be paid an additional \$4 per hour for any shift during which the employee works in a management or instructor position.

5.14 Layoffs and Other Curtailments of Employment

The Company has the right to determine the number and types of employees required and to lay off employees for lack of work or other legitimate reasons; to determine the facts of lack of work, and exclusively make the decision as to its existence.

5.15 Layoff of Temporary and Probationary Employees

Temporary and probationary employees will be laid off first.

5.16 Layoffs and Recalls

Layoffs and recall from layoffs shall be by classification from among qualified employees based on seniority and then service. The Company's need to retain employee(s) with specialized skills, such as

certified welding, may change the order of layoff and/or recall of an employee.

5.17 Work Sharing in Lieu of Layoff

Whenever, because of the workload, the Company determines a layoff is necessary, the Company will first meet and confer with the Union to attempt to formulate a program for spreading the work, moving employees from one group or department to another or other appropriate action. Nothing in this paragraph shall restrict or interfere with necessary layoffs, following such a meeting.

5.18 Bumping Eligibility

- A. In a layoff situation, an employee must be fully and immediately qualified for any position into which the employee seeks to bump. Employees will be presumed to be qualified for any position they previously held and were qualified. This presumption is rebuttable by a failure of the employee to fully perform in the position in a satisfactory manner within a reasonable period not to exceed thirty calendar days.

- B. An employee must bump the least senior employee in the next lower classification in the employee's line of progression. If bumping outside the line of progression, a bumping employee must bump the employee with the least service from among all the employees in the plant in positions for which the bumping employee might otherwise be eligible. Within these parameters, such bumps shall be accomplished in the manner that results in the minimum number of bumps, plant-wide.

5.19 Layoff Defined

A layoff is a termination of active employment with the right of recall under this Article, should, in the Company's sole judgment conditions warrant.

5.20 Recall Rights

Based on service, employees shall have the following periods during which they are eligible for recall from layoff:

- (1) Less than six months – no eligibility
- (2) Six months to one year – two months
- (3) Greater than one year – two years

5.21 Failure to Accept Return from Layoff

If, for any reason, an employee fails to report within five workdays following a notice of recall under these provisions, they shall be terminated effective on the date of the notice of recall. Except that, an employee who declines recall into a position outside the line of progression from which the employee was laid off shall retain the right to recall as defined in this Article.

5.22 Subcontracting

The Company agrees that it will not contract any work which is ordinarily and customarily done by its employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees. Prior to contracting out work for the annual planned outage(s) only, the Company will discuss with the Union its plans to contract out this work.

5.23 Management Performing Bargaining Unit Work

The Company agrees that management will not perform work which is ordinarily and customarily done by its employees except in emergencies or for the purpose of training. Management will be allowed the use of simple hand tools when performing minor inspections or testing. This shall only apply to opening observation ports, inspection covers, test connections and/or surface preparation for ultrasonic testing. These simple hand tools shall be limited to a six inch adjustable wrench, a six inch pipe wrench, a six inch screwdriver and a small wire brush.

5.24 Training

To the extent that the Company finds it practical to provide such training, taking into account operational needs, the Company will attempt to afford Auxiliary Operators, Assistant Control Room Operators and Utility Workers an opportunity for promotion to a higher job classification (for example, to the next step in a progression, or to Assistant Control Room Operator, Control Room Operator or, for Utility Workers, to any beginning progression position). Unless otherwise expressly provided in Appendix A, employees accepting training for a promotion must accept a promotion to the position for which they were trained if one is offered. The Company will give preferential consideration to employees successfully trained for a higher job classification not in his/her line of progression. This training policy will not affect the Company's right to assign any work to any individual at any particular time.

5.25 Long and Faithful – Medical Disqualification

Should a regular employee who has given long and faithful service (15 years or more) be medically disqualified to perform the duties of his/her job classification, the Company will attempt to place such employee in an available position in another job classification for which the employee is qualified to perform at the rate of pay at the step for which he/she enters.

If no such position is available, there would be two possible alternatives. First, if there are employees in either of the Utility Worker or Custodian positions, the long and faithful employee would bump the employee with the least service in these classifications. Second, if there are contractors in the Custodian position, the employee would be able to displace a contractor and fill a position in the Custodian classification. The employee will receive 75% of his/her current rate of pay for the new classification. On each subsequent anniversary date the employee will receive 75% of their current rate of pay until such time as they reach the top rate of pay for the Utility Worker or Custodian classification. Employees will continue to receive the general wage increases. An employee in each of these situations would have to be qualified to perform the duties of the new classification.

ARTICLE 6

HOURS OF WORK AND OVERTIME

6.1 Work Week Defined

The regular work week shall consist of seven consecutive days as operational considerations require. A regular work shift is defined as eight consecutive hours if it includes a paid meal period or eight and one-half hours if it includes a thirty-minute unpaid meal period. This definition is not intended to limit any other provision of this collective bargaining agreement.

6.2 Schedule and Assignment Changes

Except as expressly set forth immediately below, nothing within this Agreement shall be interpreted as a guarantee of hours in a work week or work day, nor shall anything in this Agreement be interpreted so as to in any way impair the Company's right to schedule work weeks or shifts in any manner which the Company deems necessary and practical or to transfer employees from one shift to another, from one department to another, or from one job to another.

6.3 Changes to the Work Week or Shift Assignments

A. The work week or shift assignment for any particular employee or group of employees within the Bargaining Unit may vary from that worked by other employees.

Generally, if operating conditions and circumstances allow, the Company will offer shift assignments by seniority. In no way does this limit the Company's right to determine crew, work or other assignments.

B. After not less than forty-eight hours notice to the Union and the affected employees, the Company may, from time to time, make such changes in the work week or shift assignments as it deems advisable.

C. If not given this notice, employees shall be paid at time and one-half their regular base rate on the first day of the new schedule.

- D. However, those employees assigned to the Relief Shift may be rescheduled to fill a vacancy or to supplement a shift with eight hours notice without penalty.

6.4 Overtime Rates

- A. All work over forty hours per week shall be paid at one and one-half times the hourly base rate of pay (plus, any other payments required by the Fair Labor Standards Act or state law).
- B. Work on an employee's second scheduled rest day shall be paid at twice the employee's hourly base rate.

6.5 Computation of Hours for Overtime

- A. Except as expressly provided in paragraph B immediately below, only hours actually worked are to be counted in computing hours worked for overtime pay.
- B. Computation of overtime shall include paid time off for Personal Time, Death in the Family, Jury Duty and Holidays (8-hours) and unpaid Union business. Computation of overtime shall exclude any time already paid at a premium (1-1/2X or 2X). If forty hours or less are worked under this computation, all hours will be compensated at straight time rates.

6.6 Mandatory Overtime

Every employee is required to work overtime when asked to do so by a supervisor unless he or she is excused from doing so by that supervisor or higher management authority.

6.7 Authorized Overtime

No overtime will be worked or paid for unless authorized by a supervisor or other management authority.

6.8 Notice of Overtime

While the parties recognize the nature of the business dictates a great deal of short notice overtime, the Company will use all reasonable efforts to give employees at least twenty-four hours notice of scheduled overtime.

6.9 No Pyramiding

There shall be no pyramiding of overtime or premium pay under this Agreement.

6.10 Shift Differential

- A. Employees will receive a \$1.55 shift differential for each hour worked on an afternoon or night.
- B. The shift differential will be included in the hourly base rate for overtime calculation.

6.11 Sixteen Hours

An employee who works sixteen or more hours within a twenty-four hour period will be entitled to an eight-hour rest period. If this rest period extends into the employee's next scheduled workday, the employee shall be paid for the hours covered by the rest period without having to work those hours. However, the employee must work all other scheduled hours on that day to be eligible for such pay. Time in excess of sixteen hours in a twenty-four hour period shall be paid at two times the employee's base rate.

6.12 Pagers

To insure adequate coverage of unforeseen situations, employees may be required to carry Company-furnished pagers during working hours.

6.13 Call Backs

Employees called back without previous notice for work at any time outside of their regular work schedule shall be paid a minimum of four hours at the appropriate rate.

6.14 Reporting Pay

Any employee instructed to report and reporting for work shall be guaranteed four-hours pay at the appropriate hourly base rate.

6.15 Travel Compensation

When the Company requires an employee to be away from home overnight, the Company shall provide necessary lodging and meals, and shall furnish the employee round-trip transportation (or costs) plus travel time as required by law.

6.16 Equalization of Overtime

- A. The Company will attempt to assign overtime so that each employee has a fair opportunity to work overtime.
- B. An Overtime Roster will be updated biweekly for use when assigning overtime.
- C. When an employee is offered overtime hours and works these hours, the Supervisor will record the hours as straight time equivalent hours.
- D. Overtime opportunities for all employees will be zeroed effective the first pay period of January of each year; and any carryover of overtime will be applied and reflected on the new list. The order of names as of the first pay period of January will be the same as the last pay period in December unless overtime was accrued in that pay period. New employees or employees moving to a new classification will be averaged with others in their new classification when the next Overtime Roster is updated following their employment or move to a new classification.
- E. Overtime volunteers must sign up for scheduled overtime consideration before Wednesday for overtime opportunities the

following week. Volunteers may sign up daily for other overtime opportunities.

F. Overtime will be assigned in the following sequence:

- (1) At management's discretion, holdover on a specific job or shift when it appears the job will take two hours or less to complete.
- (2) Overtime will be assigned to the low, qualified volunteer on his/her first rest day.
- (3) Overtime will be assigned to the low, qualified volunteer on his/her second rest day. Overtime assignments to volunteers on their second rest day will be made only to those who also volunteer for overtime assignments on the same shifts on their first rest day. For departments or work groups whose schedules do not have overlapping first and second RDO's, overtime will be assigned to the low qualified volunteer on his/her second rest day who did not volunteer for overtime on the same shift on his/her first rest day.
- (4) Overtime for a shift will be split by the people previously scheduled on the shift before, and the shift after, the overtime is needed.
- (5) Overtime will be assigned to the low, qualified non-volunteer on his/her first rest day.
- (6) Overtime will be assigned to the low, qualified non-volunteer on his/her second rest day.

G. The exclusive remedy for any misassignment of overtime shall be the assignment of future overtime on a "like-for-like" basis (i.e. overtime at time and one-half for time for a misassigned time and one-half overtime opportunity and overtime at double time for a misassigned double time overtime opportunity) at the next available opportunity or opportunities to work like-for-like overtime until the employee has been offered the number of hours that were misassigned. The Company will maintain a log of overtime misassignments. The

manager of the department and the appropriate steward will review instances of alleged misassigned overtime.

ARTICLE 7

NO STRIKE / NO LOCK-OUT

7.1 No Lockout / No Strike

- A. The Company agrees that it will not lockout employees during the term of this Agreement. Layoffs due to lack of work, changes in operations, the closing of the plant or any part thereof, the curtailment of any operation or similar actions for business reasons shall not be construed as lockouts.
- B. Similarly, the Union and the employees will not cause, permit, authorize, sponsor, aid, condone, allow, encourage, participate or engage in any strike, boycott, unfair labor practice strike, sympathy strike, demonstration, walk out, refusal to perform assigned work or duties, slowdown, sick out, picketing, patrolling, publication, hand billing; or in any other intentional efforts to interfere with, the work, operations, or business of the Company. Employees will not honor picket lines, boycotts or other activities by other organizations or individuals, when the honoring of such picket line or activity would in any way interfere with the work, operations, or business of the Company.

7.2 Discipline

Any employee who engages in any activity prohibited by this Article, shall be subject to discipline up to and including discharge. The disciplinary penalty under this paragraph will not be reviewable under the grievance procedure except on the question whether such activity occurred.

ARTICLE 8

REST PERIODS AND MEAL BREAKS

8.1 Rest Periods and Meal Breaks

- A. Employees will receive a scheduled rest period which may change from time to time at the Company's discretion pursuant to operating considerations.
- B. Employees whose work requires them to be on duty eight hours consecutively shall eat at their work locations.

ARTICLE 9

HOLIDAYS

9.1 Pay Basis

Employees shall be granted holiday pay based on scheduled hours not to exceed eight per holiday at the employee's hourly base rate.

9.2 Disqualification

Employees who have an unexcused absence the day before a holiday, on the holiday or the day after the holiday, including overtime assignments, will not receive holiday pay.

9.3 Rotating Shifts

Except for nationally designated observance days, employees on schedules with rotating days off will observe holidays on the day the holiday actually falls.

Example: December 24 and December 25 fall on a Saturday and Sunday. Employees that have a schedule with rotating days off will celebrate the holiday on Saturday and Sunday. If they work Saturday and Sunday they will get the applicable holiday pay for each day worked.

9.4 Holiday on Scheduled Day Off

If a holiday falls on a scheduled rest day, the employee shall receive holiday pay.

9.5 Holidays Observed

Holiday pay is limited to the following days:

- (1) New Year's Day
- (2) Presidents' Day
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Day After Thanksgiving
- (8) Christmas Eve
- (9) Christmas Day
- (10) Three (3) Floating Holidays (New hires will be entitled to floating holidays during the first calendar year of employment as follows: (i) if start date is in January-April, the employee will receive 3 floating holidays; (ii) if start date is in May-August, the employee will receive 2 floating holidays, and (iii) and if the start date is in September-December, the employee will receive 1 floating holiday.)

9.6 Floating Holidays

An employee cannot carry over Floating Holidays from one year to the next.

9.7 Holiday Overtime

Work on holidays shall be at the rate of two times the employee's hourly base rate of pay in addition to the holiday pay to which the employee is entitled.

9.8 Mandatory Attendance

Unless excused by their immediate supervisor, all employees scheduled to work on a holiday must work all scheduled hours on the holiday. If

Maintenance Department employees are required to work on a holiday, the work will be assigned by using the overtime list.

ARTICLE 10

PERSONAL TIME

10.1 Intent

The Company shall provide all full-time regular employees with a pool of Personal Time to be used, consistent with operational needs, for vacations, personal illness, family illness and other personal business.

10.2 Use of Personal Time

Employees must use all of their Personal Time before being allowed to take time off without pay, except for excused time off for Union business.

10.3 Amount of Time

- A. The amount of personal time for which employees are eligible is based on an employee's length of service:

<u>Years of Service</u>	<u>Personal Time</u>
0 – 5 years	120 hours
6 - 10 years	160 hours
11 – 29 years	200 hours
30+ years	240 hours

- B. Newly hired employees are eligible to accrue Personal Time on their first day of employment. Regardless of the day of the month the employee is hired, the employee will accrue personal time for that entire month.

10.4 Accrual Date

- A. Effective as of the effective date of this contract, newly hired and transferred employees, will accrue PTO time on a monthly basis as outlined below:

PTO is accrued at one-twelfth of the total yearly allocation for each month or total month worked. An employee may take time not yet accrued as long as the total anticipated allocation for the year plus any carryover PTO is not exceeded.

At termination, employees are paid for any unused portion of their accrued PTO time. If they have taken more time off than accrued, the pay for the excess time off may be deducted from their final pay check unless prohibited by law.

- B. Through December 31, 2022, employees hired prior to ratification of this contract will be awarded their full year's personal time for that calendar year on January 1st of each year.

At termination, employees are paid for any unused portion of their accrued PTO time.

- C. Effective January 1, 2023 all current employees hired prior to ratification of this contract, will accrue PTO time on a monthly basis as outlined below:

PTO is accrued at one-twelfth of the total yearly allocation for each month or total month worked. An employee may take time not yet accrued as long as the total anticipated allocation for the year plus any carryover PTO is not exceeded.

At termination, employees are paid for any unused portion of their accrued PTO time. If they have taken more time off than accrued, the pay for the excess time off may be deducted from their final pay check unless prohibited by law.

10.5 Determination of Years of Service

Years of service under this Article are determined by calendar year, using January 1st as the anniversary date instead of the employee's actual

anniversary date. To compute such service, simply subtract the employee's year of hire from the current year.

Examples:

<u>Hire Date</u>	<u>Years of Service as of January 1, 2000</u>
October 15, 1993	7
August 1, 1992	8
March 1, 1986	14

10.6 Carry Over of Personal Time

Employees may carry over up to forty-eight hours of Personal Time from one calendar year to the next.

10.7 Notice of Options

Employees will be notified via memorandum near the end of each calendar year of the steps necessary to carry over Personal Time.

10.8 Scheduling Procedure

- A. Because of operational considerations, only a limited number of employees in each classification will be allowed off at a given time.
- B. Except in cases of emergency, Personal Time must be scheduled with and approved by the employee's immediate supervisor (if that person is unavailable, another supervisor in the same department or if that person is unavailable, a manager, or the shift advisor) no later than one hour before the start of their shift or the absence shall be unexcused and unpaid.
- C. In order to protect a rest day(s), an employee must do one of the following:
 1. One PTO day on each side of the rest day(s).
 2. Two PTO days attached to rest day(s). Only 1 person per classification as defined in the PTO selection policy will be allowed to protect rest day(s) with only 2 attached PTO days.
 3. Three PTO days attached rest day(s).

These above changes will be reflected in the annually revised PTO guidelines that are distributed on a yearly basis.

10.9 Holiday as Part of Personal Time

If a paid holiday falls within an employee's requested Personal Time, it must be so indicated on the Personal Time request.

10.10 Unforeseen Illness

- A. In the case of an unforeseen illness, employees must notify their immediate supervisor (if that person is unavailable, another supervisor in the same department or if that person is unavailable, a manager, or the shift advisor) no later than one hour before the start of their shift or the absence shall be unexcused and unpaid.
- B. Employees on such unscheduled Personal Time shall notify their immediate supervisor as soon as practical, but not less than eight hours, before returning to work.
- C. A failure to render a timely return notice shall result in an additional day off if a replacement has been scheduled for the position.
- D. It shall be the responsibility of the employee to ensure required notices are received. That is to say, for example, an employee may not have someone else call, unless the Employee is physically unable to do so, and may not leave a message with someone other than the individuals specified above.
- E. A failure to give required notices may result in appropriate disciplinary action.

ARTICLE 11

FAMILY AND MEDICAL LEAVE

11.1 Medical Leave for an Employee or Family Member

Medical leave required for an employee or for the care of a family member shall be governed by the federal Family and Medical Leave Act. Administration of such leave in any manner consistent with that Act shall be irrebuttably deemed to conform with this Agreement.

ARTICLE 12

UNPAID PERSONAL LEAVE OF ABSENCE

12.1 Limitation

Employees may be granted an unpaid leave of absence for personal reasons. Such personal leaves may not exceed one month. No personal leave shall be granted unless the employee makes the request in writing at least two weeks before the date of the beginning of the requested leave (except in situations impossible of prediction), and such request is approved in writing by the Company.

12.2 Seniority / Termination

Employees taking personal leaves shall continue to accrue seniority for up to one month. Employees who accept other employment while on a personal leave or who fail to return at the end of such leave will be deemed to have quit and their employment shall be deemed to have terminated on the date active employment ceased.

12.3 Unpaid Leaves of Absence for Full Time Union Business Representatives

An employee who is elected or appointed to a full time position with the Union shall be granted an unpaid leave of absence for the term or terms of his/her absence, and shall continue to accrue seniority for the term of his/her absence. Upon termination of such position, the employee shall be reinstated to his/her former position including all his/her seniority

rights provided that his/her qualifications are at least equal to those previously required. It is understood that when such employee returns to work, the regular rules of seniority will prevail for those employees below him or her on the seniority list.

Such employee while on leave of absence from duty with the Company may continue to carry the amount of group life insurance, group hospitalization insurance and group dental plan coverage, for which he/she is covered at the time his/her leave of absence begins. He/She may also continue his/her participation in the Retirement Plan. Participation in the above group coverage and Retirement Plan is subject to the payment monthly in advance to the Company by such employee of the full cost of such coverage.

ARTICLE 13

ADJUSTMENT OF GRIEVANCES

13.1 Grievance Defined

Should any dispute or difference arise between the Union, or any employee or employees covered by this Agreement, and the Company with respect to the interpretation, application or alleged violation of this Agreement the dispute or difference shall be settled through the grievance procedure, provided that no grievance will be considered which is more than three weeks old. A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

13.2 Extension of Time Limits

The time limits set forth in the Grievance and Arbitration Articles of this Agreement may be extended only by mutual consent. Any failure by the moving Party to comply with the time limits will serve to declare the grievance as settled in favor of the other Party and no further action can be taken. Failure of the responding Party to reply shall entitle the grieving Party to advance, in a timely fashion, to the next step in the procedure.

13.3 Procedure

Grievances shall be handled as follows:

Step 1: The dispute or difference shall be presented and first discussed by the employee concerned and the immediate supervisor and/or Department head. The employee shall be accompanied by a Steward if the employee so requests.

Step 2: If the dispute or difference is not satisfactorily settled within fourteen calendar days of the Step 1 meeting, it shall be reduced to writing and presented by the Union to the Station Director within the next fourteen calendar days. The Company and Union Representatives shall meet and discuss the grievance within twenty-one calendar days of the receipt of the written grievance. The Company will give its answer in writing within fourteen calendar days after the Step 2 discussion.

Step 3: If satisfactory resolution of the grievance or dispute is not obtained at Step 2, the dispute may be submitted to arbitration under this Agreement.

13.4 Union Authority

At any step in this procedure, the authorized officials of the Union shall have the final authority with respect to any aggrieved employee to decline to process the grievance further, if in the sole judgment of such officials, the grievance lacks merit, lacks jurisdiction under the terms of this Agreement, or had been adjusted or justified under the terms of this Agreement to the satisfaction of the Union.

13.5 Grievance by Contractual Party

If the grievance originates with the Union or with the Company and not with a particular employee or employees, the grieving Party shall file a written grievance with the other Party's designated representative (Business Manager for the Union or Station Director for the Company, unless otherwise agreed). The grievance will then be heard at the Step Two meeting within twenty-one calendar days of submission.

ARTICLE 14

ARBITRATION

14.1 Arbitration

If the dispute or difference is not satisfactorily settled in Step 2, it may be referred, at the request of either party, to Arbitration within 60 calendar days of the date the Company gives its Step 2 answer. The appointment of an Impartial Arbitrator shall be made from a list furnished to the parties under the procedures and rules of the Federal Mediation and Conciliation Service (FMCS). The list shall contain the names of 11 arbitrators all of whom are members of the National Academy of Arbitrators (NAA). Either Party shall have, at its sole option, the right to reject the first panel in its entirety and to request the FMCS to furnish a second panel.

Within 14 calendar days of the receipt of the list from FMCS, the Union and Company will alternately strike 5 names from the list of arbitrators, with the remaining arbitrator on the list to be the Impartial Arbitrator.

The arbitration hearing, or at least the first day of the hearing, shall be held within 60 calendar days of the date the Arbitrator has been selected; and if the Arbitrator is not available, the parties will contact the second to last name on the list to be the Arbitrator.

The Arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add to or to change its terms.

14.2 Costs of Procedure – Individual

The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the Party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective Parties.

14.3 Costs of Procedure – Shared

The arbitrator's fees and expenses, FMCS fees, the cost of any hearing room and of an original transcript (that shall be the official record of any hearing) shall be borne equally by the Parties. [The Parties may agree that a transcript is not required].

14.4 Binding Decision

The arbitrator's award will be final and binding upon the Company, the Union, the Grievant[s] and the employees under this Agreement.

14.5 Mitigation of Damages

The arbitrator's award shall be limited to actual lost wages or benefits. If the arbitrator shall award back wages covering the period of the employee's separation from the payroll of the Company, the amounts so awarded shall be less any unemployment compensation received and any other compensation which the employee would not have earned had the employee not been suspended or discharged. Awards shall be limited to straight-time wages earned during the period. The award shall also be reduced for any period when the employee would have been otherwise unavailable to work, for example, because of sickness or penal confinement. Moreover, the employee must meet the ordinarily accepted rules governing mitigation of damages.

14.6 No Pyramiding of Issues

There shall be no pyramiding or ganging of grievances or disputes. Absent mutual agreement in writing, only one issue may be submitted in any one arbitration proceeding.

14.7 Damages – Time Limitations

No award shall provide relief for a period greater than seven calendar days before the date of filing the grievance in Step One of the grievance procedure.

14.8 Expedited Arbitration Procedure

Upon written consent of the Parties, the following Expedited Arbitration Procedure shall apply where the requested remedy is: (a) less than \$5,000 and (b) the issue involves a disciplinary action less severe than a discharge.

- A. In lieu of proceeding to Step 3 of the Grievance Procedure [regular arbitration], the grieving Party may send a written request to the other Party to process the grievance to Expedited Arbitration. The responding Party shall respond in writing within three calendar days.
- B. If agreed, the moving Party may request that FMCS furnish the Parties with a panel of seven arbitrators, all of whom are members of NAA.
- C. Representative of the Company and the Union shall meet within ten calendar days of the FMCS's furnishing of a panel of seven arbitrators (including résumés) to select one arbitrator from the list to be the Impartial Arbitrator. The Parties shall alternately strike from the panel (with the first Party to strike determined by a coin flip or other agreeable method).
- D. Upon the selection of the Arbitrator, a joint letter will be immediately sent to the selected Arbitrator to determine his or her availability to conduct the arbitration hearing or at least the first day of the hearing within two months of the date the Arbitrator was selected. If the Arbitrator is not available, then the Parties will send a joint letter to the Arbitrator on the FMCS list who was the last Arbitrator struck as to his or her availability within the following two-month period.
- E. The Parties will agree upon the date and location of the hearing, and shall notify the Arbitrator.
- F. Grievances submitted to Expedited Arbitration shall be heard by the Arbitrator without any briefs or memoranda (pre or post hearing) and without any transcripts or recordings. The Parties may, prior to the arbitration hearing, attempt to agree upon Joint Exhibits and Joint Stipulations.

- G. The hearing will be conducted by the Arbitrator. The order for the presentation of witnesses and evidence will be the same as regular arbitration cases, that is, the Company shall proceed first in discipline cases, and the Union shall proceed first in non-discipline cases. There shall be direct and cross-examination of witnesses and the Parties shall have the right to make an opening statement and a summation to the Arbitrator at the conclusion of the hearing.
- H. The Arbitrator shall issue a one-page Arbitration Award within fifteen calendar days of the hearing. The Arbitrator shall not grant any remedy in excess of \$5,000 cost.
- I. The Arbitration Award shall be binding on the Company and the Union, but shall not be introduced into any other arbitration in the future.
- J. Paragraphs 14.2 through and including 14.7 shall be applicable to this procedure.

ARTICLE 15

TEMPORARY WORKERS

15.1 Definition

Temporary workers are defined as workers who are informed at the time of their employment that they are being employed on a temporary basis for a set period of time or for a defined project which will not result in the loss of regular employment for regular employees.

15.2 Temporary Workers

Temporary workers are not covered by the terms of this Agreement.

15.3 Changed Status

If a temporary worker becomes an employee without a break in service, the service while temporary shall count toward eligibility for Company benefits (but not toward service or seniority).

ARTICLE 16

PROBATIONARY EMPLOYEES

16.1 Probation Period

New employees shall be probationary for the first six months of their employment. During this probationary period, such employees may be discharged by the Company, with or without cause, for any reason whatsoever. Such terminations shall not be subject to arbitration under this Agreement.

ARTICLE 17

BENEFITS

17.1 Benefits – FMCP Plan 16

Effective January 1, 2020 and for the term of this Agreement, employees will participate in the Family Medical Care Plan 16 (“FMCP Plan”) for medical, prescription drug, dental and vision coverage under the following conditions:

1. The Company will subsidize each enrolled employee’s premium at the monthly amounts set forth below, with payment made directly by the Company to the FMCP Plan on a monthly/payroll basis. The employee will be responsible for payment of the remainder of the FMCP Plan premium through payroll deduction.

Coverage	Employer Monthly Subsidy Amount*
Employee Only	\$ 692.00
Employee + Spouse	\$ 1,310.00
Employee + Children	\$ 1,225.00
Family	\$ 1,817.00

*The subsidy amounts reflected in this chart represent 77% of the total monthly FMCP Plan premium based on the rates provided by NECA/IBEW FMCP to Local Union 15 on August 13, 2019 for plan

year 2020. The Parties acknowledge that such rates are subject to change.

If, during the term of the Agreement, total premiums under the FMCP Plan increase for any calendar year after 2020, the Company and the employee will proportionately share the increase, up to a maximum annual increase for the Company of 3.5% of the prior year employer subsidy amount. Any additional increases to the cost of the FMCP Plan will be the sole responsibility of the employee. When the Company receives notice of any changes to the FMCP Plan rates for plan year 2021, 2022 and/or 2023, the Company will promptly notify the Union of the new rates and the monthly employer subsidy amount for each tier.

2. Neither the Company nor any affiliate of the Company will be the FMCP Plan Administrator, Sponsor, Trustee or Fiduciary.
3. Other than as required under any applicable severance plan or program, the Company will not administer or subsidize FMCP COBRA, FMCP COBRA premium collection, or FMCP COBRA reporting.
4. The FMCP Plan will certify to the Company annually by October 1 that it remains compliant with applicable provisions of the Affordable Care Act.
5. The Company will not be responsible for any excise tax or other penalty assessed against the FMCP Plan or its participants.
6. Payroll deduction processing, in support of providing the Employee's contribution portion of the FMCP premium, will be checked off the pay only on the separate written order of the individual employee, subject to revocation by him/her at any time by means of a separate written order. The Company will notify the Union of the receipt of any such notice of revocation.
7. The Company reserves the right to audit the FMCP Plan coverage, premiums, and process associated with providing benefits under the FMCP Plan to employees represented by the Union. FMCP will notify the Company of any change to applicable FMCP Plan premiums.

17.2 Benefits

Except as expressly set forth in this Agreement, employees who are eligible to participate in Vistra's Health Care & Dependent Care Flexible Spending Accounts, Employee Assistance Plan, Basic Life

Insurance, Basic Accidental Death & Dismemberment Insurance, Short Term Disability policy, Long Term Disability Coverage, Optional Employee Life Insurance, Spouse Life Insurance, Child Life Insurance, Optional Employee Accidental Death & Dismemberment Insurance, Spouse Accidental Death & Dismemberment Insurance, Child Accidental Death & Dismemberment Insurance, 401(k) Retirement Savings Plan, Educational Assistance Policy, Jury Duty Policy and Bereavement Policy may do so in accordance with the terms of Vistra's applicable policies and plans as they exist on the day this Agreement is executed, which shall not be materially reduced during the term of this Agreement; provided, however that the Company may make changes to such plans as are necessary to comply with applicable law. In addition, if any such plan or feature of such plan becomes unavailable in the marketplace, the Company may change such plan or feature to one that is as close as is reasonably practicable to the above-referenced plan.

17.3 Benefits Plans Incorporated

All plan documents involving employee benefits are expressly incorporated in this Agreement. No dispute concerning a benefit provided by this Agreement shall be subject to the grievance and/or arbitration provisions of this Agreement, except a dispute concerning the Company's timely payment of the Company's share of required premiums or where the plan is both self-funded and self-administered by the Company.

17.4 Limited Liability

The employer shall assist the employees concerning the administration, coverage and application of the various plans, including interaction with outside providers. Apart from this informal effort to assist employees, the Company's sole participation, obligation and duty for all benefits provided under this Agreement shall be limited, in all circumstances, to the timely payment of the premiums to the various plan providers as are required by this Agreement. All employee and/or Union disputes concerning administration and application of the various plans shall be resolved between the covered person (and/or the Union) and the provider, under the terms of the applicable plan. The Company shall not be a Party to any disputes, whatever the nature, concerning such plans.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company will include a representative, designated by the Union, as an official member of the committee.

19.5 Investigations

At the request of the employee involved, a steward may accompany the employee when he or she is called before a formal committee investigating an accident.

19.6 Tools and Safety Equipment

The Company will continue its present practices in furnishing such tools, safety devices, and other equipment as are currently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees who are furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.

19.7 Smoking Policy

The Company may initiate and maintain a smoking policy and may make such changes to the policy as are reasonable under the circumstances.

19.8 Limited Duty Policy

The Company may initiate and maintain a limited duty policy and make such changes under the policy as are reasonable under the circumstances.

19.9 Safety Boots

Employees will participate in the Company's annual Safety Boot Allowance Program. This allowance will be in place for the duration this agreement. The amount will be no less than \$100 annually.

17.5 Incentive Plan

For the Term of this agreement, beginning for the year 2020 (payable in 2021) employees will participate in the Vistra Energy Broad-Based Annual Incentive Plan, subject to all terms and conditions of the plan as they may be modified from time to time in the Company's sole discretion. Individual performance modifiers will not be used in determining payout amounts for Represented employees. No part of the plan shall be subject to grievance or arbitration under this Agreement under any circumstance, except in the limited instance in which an employee contends that he or she was not paid in accordance with the terms of the plan. The target award is 4% of the employee's annual base wage earnings.

17.6 Bereavement Leave

In the event of the death of an immediate family member, an employee will be given time off with pay to attend services and to deal with other circumstances arising from the death. The bereavement leave shall be from the day of the death through the day of the funeral, burial, or memorial service not to exceed three days. Immediate family is defined as one's spouse, domestic partner, mother, father, brother, sister, son, daughter, step relationships (including mother, father, child, brother & sister).

For grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandparent-in-law, the company will provide paid leave from the day of the death through the day of the burial, memorial service, or funeral not to exceed two days.

Should the burial, memorial service, or funeral not occur within the given days, or if additional time off is needed, personal time will be granted at management's discretion.

17.7 Company 401(k) Match

The Company will match 100% of an employee's contribution of up to 6% of base wages, to the Company 401(k) plan. The Company contributions will vest fully when made. The Company's 401(k)

Retirement Savings Plan document will govern such contributions and otherwise remains unchanged.

17.8 Company 401(k) Annual Contribution

Each year the Company shall make to each Employee's Company 401(k) account a Company contribution equal to 5% of the Employee's prior year's base wages. These contributions will be vested only after three years of service by the Employee with the Company. For purposes of vesting, Employees will be credited with all prior service time at Kincaid Station. The annual 5% Company contribution will be made no later than March 31st of the year following the relevant calendar year for which the Company contribution is made.

17.9 Vistra LTD

Employees will participate in the Vistra Long Term Disability (LTD) Program effective January 1, 2020. Employees will remain in the current plan until December 31, 2019.

The Company reserves the right to terminate the employment of any employee on LTD (including termination of any and all unaccrued benefits at the time employment is terminated) who is unable to demonstrate their ability to return to work in their normal position, or another position in which the employee is qualified, with or without reasonable accommodation, within two years after the commencement of eligibility for LTD benefits.

Employment status during the first two years of eligibility for LTD benefits. During the first two years of eligibility for LTD benefits, an employee will be on a medical leave of absence. After two years of eligibility for LTD benefits, the Employer may terminate the medical leave of absence and the employment of the employee.

In order to return to work from a medical leave of absence, the employee must: (1) Be able to perform the essential job duties of his or her former position; and (2) Provide the Company with a release, executed by a licensed physician(s) acceptable to the Company, which provides that the employee is released to perform his or her essential job duties

without limitations or with limitations which can be reasonably accommodated by the Company.

Medical, Prescription Drug, Dental, Vision and Life Insurance coverage during the first two years of eligibility for LTD benefits. An employee eligible for LTD benefits is also eligible for medical, prescription drug, dental, vision and life insurance on the same basis as an active employee for two years after the commencement of eligibility for LTD benefits.

17.10 Severance

An employee who is involuntarily laid off is entitled to severance benefits as follows:

1. Severance pay equal to 70% of one week's base pay for a period equal to one week for each full year of service, with a minimum of four weeks and a maximum of 52 weeks.
2. An additional cash payment to help offset COBRA expenses for a period of three months. The payment will be equal to the prevailing monthly COBRA premium rate less the applicable employee rate, multiplied by three.
3. All payments will be made as a lump sum within the sixty-day period following the employee's termination of employment, will be offset by any amounts owed to the company, and will be subject to applicable deductions and withholdings.
4. Employees who accept severance benefits will be required to sign a separation and release agreement in the form prepared by the company within the time period set forth in the agreement.
5. Employees who accept severance benefits waive recall rights.
6. Employees are not eligible for severance or separation benefits under any other company plan or policy.
7. Employees who are discharged for cause, voluntarily resign from employment, or whose employment ends due to death or long-term disability are not eligible for severance benefits.

17.11 Short Term Disability

January 1, 2020, employees will participate in the Vistra Energy Short-Term Disability policy subject to the terms and conditions of the policy.

Employees will use any unused PTO to cover all normally scheduled workdays during the Elimination Period (not to exceed 40 hours). All current active employees as of contract ratification will be eligible for the maximum STD benefit effective January 1, 2020. Employees will remain in the current plan until December 31, 2019.

ARTICLE 18

WAGES AND PAYMENT

18.1 “Appendix A” Incorporated

Attached hereto and designated “Appendix A” is a schedule showing and explaining classifications, lines of progression and wages payable to employees during the term of the Agreement. It is agreed “Appendix A” and its contents are a part of this Agreement.

18.2 Wage Increases

The following increase in wage rates are set forth in Appendix A:

Effective Sept. 1, 2019: 2.0%

Effective Sept. 1, 2020: 2.0%

Effective Sept. 1, 2021: 2.0%

Effective Sept. 1, 2022: 2.0%

18.3 Pay Schedule – Holidays

When a regular pay day falls on a holiday, pay shall be made no later than the day before the holiday.

18.4 Pay Schedule – Discharge

A discharged or laid off employee shall be paid no later than the next normal payday following termination.

18.5 Direct Deposit

Employees are required to have paychecks delivered by direct deposit to a financial institution chosen by the employee and approved by the Company.

ARTICLE 19

GENERAL PROVISIONS

19.1 Physical Exams

The Company may require medical examination of an employee. In such cases, the cost of the examination will be paid by the Company.

19.2 Severability Clause

If any provision of this Agreement shall be declared invalid by law or by a tribunal of competent jurisdiction, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is declared invalid, the Parties shall meet within thirty days and attempt to negotiate a replacement provision. In the event they are unable to reach agreement, the Parties are free to exercise their traditional economic tactics without restriction by this Agreement, but only to that section of this Agreement as was held invalid.

19.3 Safety Rules

The Parties will cooperate with the employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment. Company changes to these rules will be discussed with the Union before being put into effect.

19.4 Safety Committee

The parties will cooperate in the establishment of a joint safety committee. This committee will consist of an equal number of Company appointed members and Union appointed members who will meet at regularly scheduled intervals.

ARTICLE 20

TERM OF AGREEMENT

20.1 Amendments

This Agreement shall be subject to amendment at any time by mutual consent of the Parties. Any such amendment shall be reduced to writing, signed by the Parties hereto and, thereafter, shall be treated as part of the express terms of the contract.

20.2 Term

The terms and duration of this Agreement shall be effective as of September 1, 2019, and shall continue, thereafter, until midnight, September 1, 2023, and shall be renewed from year to year thereafter until either Party serves the other Party written notice, which is received sixty calendar days before any annual expiration, that termination of this Agreement is desired. Such notice shall be sent by certified mail, return receipt requested, to the addresses shown below or upon thirty days' written notice to such other address as a Party may provide.

Terry McGoldrick
IBEW Local 15
President/Business Manager

Barry Boswell
Vistra Energy
SVP & Chief Financial Officer

DSI Technician will be a classification that promotes to Maintenance Mechanic III or Auxiliary Operator III when management determines an opening exists. These employees can bid on and promote by seniority, to openings in these two classifications. These employees will not be eligible for promotion and may be bypassed for promotion outside of the DSI classification if they have had discipline or attendance issues in the twelve months prior to the bid being posted. These employees must have a minimum of one year in the DSI Technician classification in order to promote to either the Maintenance or Operator classifications. This minimum time in classification may be waived at management's discretion depending upon circumstances. An employee that fails to satisfactorily perform within 90 days of promotion will be allowed to go back to his/her

former position as though he/she never left. They will not be allowed to bid again for a period of two years from the date on which they returned to this classification.

Utility Worker will be a classification that promotes to Material Handler III, DSI Tech III, Maintenance Mechanic III, or Auxiliary Operator III when management determines an opening exists. These members can bid on and promote, by seniority, to openings in these classifications. These members will not be eligible for promotion and may be bypassed for promotion outside of the Utility Worker classification if they have had discipline or attendance issues in the twelve months prior to the bid being posted. They must have a minimum of one year in the Utility Worker classification in order to promote to another classification. This minimum time in classification may be waived at management's discretion depending upon circumstances. An employee that fails to satisfactorily perform within 90 days of promotion will be allowed to go back to his/her former position as though he/she never left. They will not be allowed to bid again for a period of two years from the date on which they returned to this classification.

Maintenance Mechanic: "Qualified welder" training will consist of appropriate module training for code welding, certified welding and R Stamp requirements as required at Kincaid Generation, L.L.C. A wage adjustment of \$1.55 per hour shall be paid to "qualified welders."

The following individuals that had an EM/IM designation as of 9/30/2000 will receive a wage adjustment of \$.30: John Briggs, Mark Frost, and Gary Sitze.

Auxiliary Operators promote within their line of progression to Assistant Control Room Operator when management determines an opening exists. A minimum of one year of on the job training as an Auxiliary Operator and an overall job rating of satisfactory by the supervisor are required to be eligible for the promotion. Failure to accept a promotion or, within ninety calendar days, to satisfactorily perform after promotion will result in demotion to the Auxiliary Operator position. The employee will not be eligible for promotion to the Assistant Control Room Operator position for the next two years.

Assistant Control Room Operators promote within their line of progression to Control Room Operator when management determines an opening exists.

A minimum of one year of on the job training as an Assistant Control Room Operator, and an overall rating of satisfactory by the supervisor are required to be eligible for the promotion. Failure to accept a promotion or, within ninety calendar days, to satisfactorily perform after promotion will result in demotion to an Auxiliary Operator position with seniority as though he/she never left the position. The employee will not be eligible for promotion to the Assistant Control Room Operator position for the next two years.

Time in classification may be waived at management's discretion depending upon circumstances when filling Auxiliary Operator, Assistant Control Room Operator and Control Room Operator positions. When time has been waived and the employee fails to satisfactorily perform within 90 days, he/she will be allowed to go back to his/her former position as though he/she never left.

Letter of Understanding

The Parties agree that Randy Hamell and Mark Ehrhardt will be offered a position of Maintenance Mechanic at Kincaid no later than December 31, 2000. These individuals, while treated as new Employees for other purposes, shall be treated for purposes of seniority, vacations and benefits as though their service included time spent with ComEd prior to February 28, 1998.

APPENDIX B

Supervisor Guidelines for Call-Out of Overtime

- Supervisor will verify and use current O/T list and sign-up sheet.
- Supervisor will leave message if the employee has an answering machine or voicemail. Supervisor will indicate in the message that they will continue to run the list. If the employee calls back before the overtime requirement has been filled, they will be assigned the overtime.
- Supervisor will let the telephone ring at least 4 times before proceeding to the next person.
- Supervisor will document information whether he/she left a message or there was no answer.

APPENDIX C

DSI Technician

We agree to open a new job classification - DSI Technician, which includes the following levels: DSI Technician III, DSI Technician II, DSI Technician I and DSI Technician. The lines of progression from one DSI level to the next require two years of time at each level.

DSI Technician will be a classification that promotes to Maintenance Mechanic III or Auxiliary Operator III. These employees can bid on and promote by seniority, to openings in these two classifications. These employees will not be eligible for promotion and may be bypassed for promotion outside of the DSI classification if they have had discipline or attendance issues in the twelve months prior to the bid being posted. If the employee's current pay is higher than the entry level of the new classification the employee's pay will be grandfathered until the employee reaches a level with pay higher than the employee's current rate. Annual pay increases would apply to the grandfathered pay each year.

These employees must have a minimum of one year in the DSI Technician classification in order to promote to either the Maintenance or Operator classifications. This minimum time in classification may be waived at management's discretion depending upon circumstances. An employee that fails to satisfactorily perform within 90 days of promotion will go back to his/her former position as though he/she never left. They will not be allowed to bid again for a period of two years from the date on which they returned to this classification.

DSI Technician job duties generally will include moving and unloading trains, operating equipment (in the DSI area only), minor repairs (in the DSI area only), preventative maintenance, lubrication, cleaning and helping to ensure the DSI system stays operational. All other maintenance or operations duties will be done by the respective classifications. DSI Technicians will not do major maintenance work (repairs) or operator work normally performed by operators while the units are running and when they are not on their relief week. DSI Technician will be allowed to do minor maintenance lockout/tagout the same as other employees are allowed to do. DSI Technicians will be allowed to perform rigging and operate hoists if it is part of the inspection or cleaning of DSI equipment. The DSI area includes the transport lines up to the injection points on the outlet of the SCRs.

If a DSI Technician is assigned to perform traditional Maintenance Mechanic or Auxiliary Operator work outside of the DSI area, they will be upgraded to the appropriate level of pay for the classification they are working in (Maintenance Mechanic or Auxiliary Operator). For nontraditional mechanic and operator base duties such as cleaning, painting, non tractor mowing, etc. work outside of the DSI area they will maintain their hourly rate of pay.