

# **Collective Bargaining Agreement**

*between*

**NRG Energy, Inc.**

*and*

**International Brotherhood  
of Electrical Workers  
Local 15**

**April 1, 2015**

**to**

**March 31, 2020**



# TABLE OF CONTENTS

<b>ARTICLE 1 – Union Recognition And Definitions .....</b>	<b>1</b>
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
<b>ARTICLE 2 – Union Affairs .....</b>	<b>3</b>
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.....	3
2.5. Dues Check Off.....	4
2.6 Union Security Clause.....	4
<b>ARTICLE 3 – Management Rights .....</b>	<b>4</b>
3.1 Management Rights.....	4
<b>ARTICLE 4 – Non-Discrimination .....</b>	<b>4</b>
4.1 Non-Discrimination by the Parties .....	4
<b>ARTICLE 5 – Service And Seniority.....</b>	<b>5</b>
5.1 Service.....	5
5.2 Identical Service Dates.....	5
5.3 Seniority .....	5
5.4 Identical Seniority Dates .....	5
5.5 Broken Service .....	5
5.6 Return After Broken Service.....	6
5.7 Service and Seniority List .....	6
5.8 Objections to List .....	6
5.9 Transfer and Promotions Within the Bargaining Unit.....	6
5.10 Notice to Employee.....	6
5.11 Promotions Outside the Bargaining Unit.....	6
5.12 Filling Vacancies.....	6
5.13 Transfers and Upgrades.....	7
5.14 Layoffs and Other Curtailments of Employment .....	7
5.15 Alternatives to Layoff .....	7
5.16 Layoff Defined .....	7
5.17 Layoffs and Recalls.....	7
5.18 Bumping Eligibility.....	7
5.19 Bumping Process.....	8

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.....11

**ARTICLE 6 – Hours Of Work And Overtime .....11**

6.1 Work Week Defined.....11

6.2 Schedule and Assignment Changes .....11

6.3 Changes to the Work Week or Shift Assignments .....12

6.4 Overtime Rates .....12

6.5 Computation of Hours for Overtime .....12

6.6 Mandatory Overtime .....12

6.7 Authorized Overtime.....12

6.8 Notice of Overtime.....12

6.9 16 Hours .....13

6.10 Call Backs .....13

6.11 Reporting Pay .....13

6.12 Equalization of Overtime .....13

6.13 Funeral Time Off.....14

6.14 Jury Duty .....14

6.15 Shift Differential .....14

6.16 Travel Compensation .....15

6.17 Partial Sick Pay .....15

**ARTICLE 7 – No Strike/No Lock-Out .....15**

7.1 No Strike/No Lock-Out .....15

7.2 Discipline .....15

**ARTICLE 8 – Rest Periods And Meal Breaks.....16**

8.1 Rest Periods and Meal Breaks .....16

8.2 Meal Allowance .....16

**ARTICLE 9 – Holidays.....16**

9.1 Pay.....16

9.2 Schedules with Rotating Days Off .....16

9.3 Holiday on Scheduled Day Off .....16

9.4 Holidays Observed .....16

9.5 Floating Holidays .....16

9.6 Holiday Overtime.....17

9.7 Mandatory Attendance .....17

<b>ARTICLE 10(A) – Vacations And Leaves Of Absence (Expires 12/31/15)</b>	17
10.1 Vacation Accumulation	17
10.2 Vacation Scheduling	18
10.3 Personal Leave of Absence	18
10.4 Unpaid Leaves of Absence for Full Time Union Business Representatives	19
10.5 Medical Leave for an Employee or Family Member	19
10.6 Military Leaves	19
<b>ARTICLE 10(B) – Paid Time Off (PTO) And Leaves Of Absence (Effective 4/1/15 for new hires and effective 1/1/16 for all members)</b>	20
10.1 PTO Accumulation	20
10.2 PTO and Floating Holiday Scheduling	21
10.3 Personal Leave of Absence	21
10.4 Unpaid Leaves of Absence for Full Time Union Business Representatives	21
10.5 Medical Leave for an Employee or Family Member	22
10.6 Military Leaves	22
<b>ARTICLE 11 – Adjustment Of Grievances</b>	22
11.1 Grievance Defined	22
11.2 Extension of Time Limits	23
11.3 Procedure	23
11.4 Union Authority	23
11.5 Grievance by Contractual Party	23
<b>ARTICLE 12 – Arbitration</b>	24
12.1 Arbitration	24
12.2 Costs of Procedure – Individual	24
12.3 Costs of Procedure – Shared	24
12.4 Binding Decision	24
12.5 Mitigation of Damages	24
12.6 Damages – Time Limitations	25
12.7 Priority of Cases	25
<b>ARTICLE 13 – Temporary Workers</b>	25
13.1 Definition	25
13.2 Terms of Employment	25
13.3 Union Status	25
<b>ARTICLE 14 – Probationary Employees</b>	25
14.1 Probationary Period	25
<b>ARTICLE 15 – Wages And Payment</b>	25
15.1 Exhibit A	25
15.2 Wage Increases	26

15.3	Annual Welders' And Fire Guides' Premiums.....	26
15.4	Direct Deposit .....	26
15.5	Incentive Plan.....	26
<b>ARTICLE 16 – General Provisions .....</b>		<b>27</b>
16.1	Physical Exams .....	27
16.2	Severability Clause.....	27
16.3	Safety Rules .....	27
16.4	Safety Committee.....	27
16.5	Investigations .....	27
16.6	Tools and Safety Equipment .....	27
<b>ARTICLE 17 – Term Of Agreement .....</b>		<b>28</b>
17.1	Termination and Renewal .....	28
<b>ARTICLE 18 – Benefits .....</b>		<b>28</b>
18.1	Benefits .....	28
18.2	Retiree Health Care Benefits .....	29
18.3	Pension Benefits.....	29
18.4	401(k) Plan.....	30
<b>ARTICLE 19 – Complete Agreement.....</b>		<b>30</b>
19.1	Complete Agreement.....	30
<b>SIGNATURE PAGE .....</b>		<b>31</b>
<b>EXHIBIT A: Lines of Progression</b>		
<b>Appendix A: Benefits .....</b>		<b>35</b>
Retirement Benefits		
	.....	35
Early Retirement Pension Benefits.....		38
401(k) Plan Design (Former Edison Plan Design) .....		39
401(k) Plan Design (NRG Platform 401(k) Savings Plan).....		41
Disability Plan (Expires 12/31/15) .....		43
Disability Plan (Effective 4/1/15 for new members and 1/1/16 for all members) .....		44

THIS AGREEMENT, dated April 1, 2015 is entered into by and between NRG ENERGY, INC. and LOCAL UNION 15 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO)

## **ARTICLE 1 UNION RECOGNITION AND DEFINITIONS**

### **1.1 Exclusive Bargaining Agreement**

NRG Energy, Inc. recognizes Local Union 15 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent under section 9(a) of the National Labor Relations Act for all operations, maintenance, fuel, material handling, and clerical employees who are employed at the following Illinois generating stations for the purpose of collective bargaining in respect to matters of pay, wages, hours of employment, fringe benefits and other terms and conditions of employment:

Collins  
Crawford  
Fisk  
Joliet  
Powerton  
Waukegan  
Will County

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, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement.

The Company is committed to remaining neutral during any Union organizing campaign directed at Employees traditionally represented by the Union at other generating stations in Illinois. The Company also recognizes that Employees are permitted to express their views and opinions regarding Union representation provided their actions are lawful and conducted in accordance with Company policies.

### **1.2 Job Classifications**

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

- a) Unit Operator
- b) Material and Supply Coordinator
- c) Peaker Technician
- d) Clerk
- e) Laborer
- f) Coal Plant Operator
- g) Instrument Mechanic
- h) Maintenance Electrician

- i) Maintenance Mechanic
- j) Equipment Operator

### **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 i) establish new units, departments, divisions or subdivisions; ii) to determine the location, number and deletion of such units, departments, divisions or subdivisions; and iii) to transfer work from one job classification to another or from one department or operation to another.

B. The Company will meet and confer with the Union at least 60 days before implementing any planned departmental reorganization or substantial technological change affecting Employees, changes in an existing job classification, or the establishment of new classifications.

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. Any final determination which affects wage rates shall be retroactive to the date of implementation.

### **1.5 Definitions**

- (1) The terms "Company" or "Employer" shall mean NRG Energy, Inc.
- (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) Masculine pronouns shall include both the masculine and feminine gender.
- (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/or the Union.

## **ARTICLE 2 UNION AFFAIRS**

### **2.1 Appointment and Authority of Stewards**

The Union shall be allowed to appoint a chief steward and a reasonable number of stewards assigned to a specific work group or work groups and in general the jurisdiction of one steward shall not overlap that of any other steward. These individuals shall attempt to adjust disputes or differences referred to them by any of the Employees they have been designated to represent and to participate in the processing of grievances as provided in this Agreement. 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 or on Company property except for meetings scheduled during working periods at the request and 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. The Company will continue to pay Employees their regular rate of pay while away from work, at the request of the Union, during work periods, with the Union to promptly reimburse the Company upon the presentation of an invoice.

### **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 plants during working hours for the purpose of inspecting working conditions and administration of the Agreement.

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 Company property in order to meet with the Employees concerning matters relating to wages, hours, and terms and conditions of employment. When a non-Employee Union representative is present on the property, he will not unreasonably interfere with any Employees in a work status.

### **2.4 Bulletin Board**

Three glass covered, locked bulletin boards may be provided by the Union to be affixed at a convenient location at each plant 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, agency fees and regular and special assessments. The authorization shall be irrevocable for a period of one year, or until the termination of the current Agreement, 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**

Within 30 days of date of hire for new Employees or 30 days following execution of this Agreement for existing Employees, every Employee covered by this Agreement shall, as a condition of employment become a member of the Union and maintain membership in the Union in accordance with its Constitution and Bylaws.

# **ARTICLE 3 MANAGEMENT RIGHTS**

## **3.1 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, drugs, alcohol and smoking 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 institute and maintain a limited duty policy; 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.

# **ARTICLE 4 NON-DISCRIMINATION**

## **4.1 Non-Discrimination by the Parties**

It continues to be the policy of the Company and Union not to harass,

discriminate, or retaliate against any employee on account of race, color, religion, gender, national origin, age, marital status, veteran status, Union status or disability.

## **ARTICLE 5**

### **SERVICE AND SENIORITY**

#### **5.1 Service**

Length of employment in the Company shall be “Service”. “Service” includes:

- (1) The length of employment with Commonwealth Edison Company (“ComEd”) provided that the length of employment qualified as “service” with ComEd and that the Employee directly entered the Company’s employ as a “transferring employee” on December 15, 1999 pursuant to the terms of the March 22, 1999 Asset Sale Agreement between the Company and ComEd.
- (2) The length of employment with any wholly owned subsidiary of Edison International, other than for bumping purposes under Section 5.19.
- (3) The length of employment with NRG Energy, Inc. or a subsidiary starting April 1, 2014.

#### **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”. “Seniority” includes length of employment in a particular job classification with ComEd provided that the length of employment qualified as “seniority” with ComEd and that the Employee directly entered the Company’s employ as a “transferring employee” on December 15, 1999, pursuant to the terms of the March 22, 1999 Asset Sale Agreement between the Company and ComEd. “Seniority” includes length of employment in a particular job classification with Midwest Generation provided that the length of employment qualified as “seniority” with Midwest Generation and that the Employee directly entered the Company’s employ as a “transferring employee” to NRG Energy, Inc. on April 1, 2014.

#### **5.4 Identical Seniority Dates**

If two or more Employees are promoted or transferred 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) Retirement, resignation or discharge.
- (2) Failure to return to work after a layoff within 10 days after being notified to do so by telephone, personal contact or by letter having been sent to the Employee's last known address on the Company's personnel records.
- (3) Failure to return to work following a leave of absence.
- (4) Following the expiration of recall rights.
- (5) Following the exhaustion of disability benefits.

## **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. A returning employee, upon completion of one year of service, will have prior service bridged.

## **5.7 Service and Seniority List**

A service and seniority list will be revised by the Company semi-annually and a copy of each revised list shall be provided to the Union.

## **5.8 Objections to List**

In the absence of an objection by the Union to the new service and seniority list within 45 days of receipt of the new list, such lists will govern.

## **5.9 Transfer 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. 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 the Employee cannot perform the work of the new job classification, the Employee will be transferred back to his former job classification. However, Employees shall have included in their seniority the time spent in the higher job classification.

B. Advancement within a line of progression will be in accordance with Exhibit A.

## **5.10 Notice to Employee**

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

## **5.11 Promotions Outside the Bargaining Unit**

The Company at its sole discretion shall have 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 10 days announcing the open position. Employees desiring to be considered must make written or on-line application (bid) 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 at his station.

### **5.13 Transfers and Upgrades**

A. Requests for transfers within the bargaining unit shall be granted at the Company's discretion and only in unusual circumstances.

B. When an Employee is temporarily transferred or upgraded to other work in the bargaining unit, the Employee's seniority will continue to accrue in his regular job classification. When temporarily upgraded to a higher paid position, the Employee will be paid at the highest rate for which the Employee is qualified as determined by the Company. If temporarily transferred to a lower paid position, the Employee will continue to be paid at his regular rate of pay.

C. Employees upgraded to a management position will have their hourly wage rate increased by \$4 for all hours worked. To the extent the Company finds it practical to do so, taking into account operational needs and Employee qualifications, the Company will upgrade behind the Employee upgraded to a management position, when the assignment is in excess of 30 days.

### **5.14 Layoffs and Other Curtailments of Employment**

The Company has the right to determine the number and classification 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 Alternatives to 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 or 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, at which severance benefits will also be discussed, if requested by either the Company or Union.

### **5.16 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.

### **5.17 Layoffs and Recalls**

Layoffs and recall from layoffs shall be by classification from among qualified Employees based on seniority and then service. In the event of a reduction of forces or the closing of a facility, no chief steward shall be displaced from his location as long as there is a position at that location for which he is qualified.

### **5.18 Bumping Eligibility**

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 45 days.

## **5.19 Bumping Process**

A. Using a combined system wide seniority list for each classification, Employees shall bump the least senior Employee at the appropriate location in their classification. Unit Operators have the right to bump into the Equipment Operator classification at their station. Employees in all classifications who, as a result of the bumping process, are bumped out of their classification, are eligible to bump into the Laborer classification by service.

B. Any Employee affected by the bumping process who prefers to be laid off may elect to be laid off and shall retain recall rights in accordance with this Article.

C. The bumping process will be conducted in accordance with the “Guidelines for Implementing Reduction in Forces” set forth below:

### **Guidelines for Implementing Reduction in Forces**

1. Job classifications in which there are employees designated for reduction (“Affected Classifications”) will participate in the Reduction in Forces (RIF) process.
2. Employees in an Affected Classification declared excess (“Excess Employees”) at each station will be combined on a single list by seniority among all employees in that classification.
3. Only those employees with the least seniority, on the combined seniority list, in an Affected Classification in a number equal to the total number of Excess Employees (“Least Senior Employees”) are subject to being bumped.
4. Employees in Affected Classifications in the following status participate in the RIF process:
  - a) Regular/active
  - b) Disability
  - c) Workers compensation
  - d) Leaves of absence
  - e) Temporary upgrade to management
5. A Least Senior Employee appointed by the union as a Chief Steward at a station may not be bumped.
6. Excess Employees, Least Senior Employees and all Laborers will be provided forms on which they may elect, in priority order, the stations to which they are willing to bump in their classification and will have two full days in which to submit their election forms to the company. Employees in Affected Classifications and the Laborer classification not

otherwise affected by the RIF may voluntarily make an irrevocable election to transfer to another station to fill a vacancy in their same job classification and rate of pay ("Transfer Volunteer"), but only to substitute for an Excess Employee or Least Senior Employee who is being bumped as more fully described in these Guidelines. After employees are provided election forms, it is the employees' responsibility to have the completed and signed forms returned to their station Administration Manager, or designee, within prescribed time limits, or lose their right to have their bumping choices considered.

7. Using the election forms described in paragraph 6, the employee with the most seniority among the Excess Employees in a classification has first choice to fill an existing vacancy or bump one of the Least Senior Employees at any station of the selecting employee's choosing. A Least Senior Employee may only be bumped if he
  - a) actually has less seniority than the employee who is bumping; and
  - b) is not one of the employees already declared excess.

Before a Least Senior Employee is bumped from his station, the most senior Transfer Volunteer at that station will first fill an existing vacancy in that classification at the station selected by the Transfer Volunteer and Least Senior Employee.

8. This selection process will continue in seniority order among the Excess Employees until the employee cannot meet the conditions set forth in Paragraph 7.
9. A Unit Operator ("UO") who elects not to (or is unable to) exercise his bumping rights in the UO classification may choose, instead, to bump the Equipment Operator ("EO") with the least seniority at the UO's current station, if that EO is not already an Excess Employee, but only if the UO has more operator seniority than that EO, which includes the time spent as a UO, UO1, EO, Boiler, Turbine or Switchboard Operator ("Total Operator Seniority"). Any EO bumped under this process will be added to the list of Excess EOs at that station and will participate in the process set forth in Paragraphs 6 – 8.
10. At the time an Excess Employee or Least Senior Employee is making his bumping selections, the employee may, instead, elect to
  - a) move directly to the process for bumping into the Laborer classification; or
  - b) elect to go on lay off status.
11. Upon conclusion of the first round of bumping within Affected Classifications, only the following may participate in the Laborer bumping process ("Laborer Participants"). Those employees who:
  - a) were not able to fill a vacancy, or bump an employee in accordance with Paragraphs 6 - 9 ; or
  - b) elected to move directly to the Laborer bumping process; or

c) were bumped out of their classification as a result of the bumping process.

12. Only those Laborers with less service, on a combined service list, in a number equal to the total number of Laborer Participants, are subject to being bumped.
13. Using the election forms described in paragraph 6, the employee with the most service among the Laborer Participants has first choice to fill an existing vacancy, or bump any Laborer with less service at any station of the selecting employee's choosing. A Laborer with less service may only be bumped if he:
  - a) actually has less service than the employee who is bumping; and
  - b) is not one of the employees already declared excess.

However, before a Laborer with less service is bumped from his station, the Transfer Volunteer with the most service at that station will first fill an existing vacancy in the Laborer classification at the station selected by the Transfer Volunteer and Laborer Participant.

14. This selection process will continue in service order until the employee cannot meet the conditions set forth in Paragraph 13.
15. At the time a Laborer Participant is making his bumping selections the employee may, instead, elect to go on layoff status.
16. An Excess Employee, Least Senior Employee, Transfer Volunteer, or Laborer Participant who elects to bump or transfer to a different job and/or station will have 45 days from the effective date of any job change or relocation ("Scat Date") to demonstrate his qualifications to fully perform in that position in a satisfactory manner or be placed on layoff status.
17. An Excess Employee, Least Senior Employee, Transfer Volunteer, or Laborer Participant who is on extended disability under the terms of the Short or Long Term Disability Plans or Workers' Compensation, and is required to participate in the RIF, will go on layoff status if, at the time his election form is reviewed, it is determined the employee will be unable to return to work at his selected job and/or location on the Scat Date and demonstrate his qualifications to fully perform that job in a satisfactory manner within 45 days.
18. All job changes, relocations and layoffs normally will take place on the first day of the workweek following completion of the final round of the bumping process, with the entire process anticipated to be completed in less than 30 days.

## **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 one year – no eligibility
- (2) Greater than one year – 18 months

## **5.21 Failure to Accept Return from Layoff**

If, for any reason, an Employee fails to report within 10 days following a notice of recall under these provisions, he shall be terminated effective on the date of the notice of recall. However, 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. Employee is responsible for keeping their contact information current.

## **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.

## **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 when Employees are not available to perform such work, or for purposes of training.

## **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 Equipment Operators and Laborers an opportunity to train for promotion to a higher job 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. The basic work week will normally consist of 40 hours and include 2 consecutive regular days off. The basic work day shall normally consist of 8 consecutive hours.

## **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. In establishing crew composition, the Company will consider seniority and shift preference, however placement will be at the Company's discretion in accordance with business



needs.

### **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.

B. After not less than 48 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. If a Relief Shift is established, Employees assigned to a Relief Shift may be rescheduled to fill a vacancy or to supplement a shift with 8 hours notice without penalty.

### **6.4 Overtime Rates**

A. All work over 40 hours per week shall be paid at time 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 2nd 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, in addition to hours actually worked, include paid time off in lieu of work, for PTO, Sick Time, Death in the Family, Jury Duty, 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 40 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 is excused from doing so by management.

### **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 may require short notice overtime, the Company will use all reasonable efforts to give Employees at least 24

hours notice of scheduled overtime.

## **6.9 16 Hours**

An Employee who works 16 or more hours within a 24 hour period will be entitled to an 8 hour rest period. If this rest period extends into the Employees' 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 16 hours in a 24 hour period shall be paid at 2 times the Employee's base rate.

## **6.10 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 2 hours at the appropriate rate.

## **6.11 Reporting Pay**

Any Employee instructed to report, and reporting for work, shall be guaranteed 2 hours pay at the appropriate hourly base rate.

## **6.12 Equalization of Overtime**

A. The Company will attempt to assign overtime in a cost effective manner so that each Employee has a fair opportunity to work overtime. It is recognized that an Employee within a job classification may be skipped for an overtime assignment if he is not yet qualified to perform the assigned work or to minimize multiple overtime assignments that may result in Employee fatigue.

B. An Overtime List will be maintained by classification and updated biweekly for use when assigning overtime when Employees on the volunteer list are not available.

C. When an Employee is offered overtime hours and works these hours, management will record the hours as straight time equivalent hours.

D. Overtime opportunities for all Employees will be zeroed effective the beginning of the first pay period of the year so that each Employee will start each year with a zero overtime balance. The order of names will be the same as the last pay period. New Employees and Employees moving to a new classification will be averaged with others when the overtime list is next updated. Employees returning from a disability in excess of 30 calendar days will be placed in the same position on the overtime list they were in when their disability began (averaged between the two adjacent employees on the list), unless the Employee elects upon their return to retain the overtime balance they had when the disability began. Employees returning from a disability greater than 30 calendar days that began in one calendar year and ended in the next will be averaged into the overtime list.

E. Overtime volunteers must sign up in advance for overtime opportunities on a list that will be regularly updated and maintained.

F. Overtime will be assigned in the following sequence:

- (1) Hold over Employees when it reasonably appears the overtime assignment will be two hours or less in duration.
- (2) To the low volunteer(s) not resulting in a 16 hour shift (1-1/2x then 2x pay).
- (3) To the low volunteer resulting in a 16 hour shift, though normally no more than two 16 hour shifts may be worked during a work week (1-1/2x then 2x pay).
- (4) Split between low volunteer and low non-volunteer scheduled to work before and after the shift (1-1/2x then 2x pay).
- (5) To the low non-volunteer(s) not resulting in a 16 hour shift (1-1/2x then 2x pay).
- (6) To the low non-volunteer resulting in a 16-hour shift, though normally no more than two 16 hour shifts may be worked during a work week (1-1/2x then 2x pay).

G. The exclusive remedy for any misassignment under these provisions shall be the assignment of future overtime in a manner to correct the inequity. The Company will award the “skipped” Employee the next opportunity for overtime.

### **6.13 Funeral Time Off**

An Employee shall, on reasonable notice, be granted up to 3 days paid time off for the death of the Employee’s parents (including step and in-laws), children (including step-and grand), siblings (including step and in-laws), spouse, and grandparents.

### **6.14 Jury Duty**

An Employee shall, on reasonable notice, be paid at his hourly rate those hours compelled to perform jury service.

### **6.15 Shift Differential**

A. Employees regularly assigned to shift work will receive a shift differential of \$1.80 (current), \$1.90 (effective 1/1/16), \$2.00 (effective 1/1/19) for each hour worked on a regular scheduled afternoon shift (defined as starting after 12:00 pm) or night shift (defined as starting before 6:00 am).

B. Employees will not receive shift differential for more than 8 hours for any shift.

## **6.16 Travel Compensation**

When the Company requires an Employee to travel to a location other than his established work base the Employee will be reimbursed for mileage (if not provided a company vehicle), tolls and other incidental travel expenses and travel time as required by law. A daily travel allowance calculated from the Employee's established work base will be provided as follows:

- (1) 25 to 50 miles -- \$50.00
- (2) 51 to 100 miles -- \$100.00
- (3) 101+ miles -- \$150.00

If required 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. On reasonable notice, if a Company credit card is not provided, the Company shall make payment for travel expenses on behalf of the Employee for hotel, rental car and/or air travel, excluding all other expenses which the Employee can submit for reimbursement.

## **6.17 Partial Day Due to Illness**

Employees who are unable to complete their regularly scheduled workday due to illness will use PTO for those missed work hours.

# **ARTICLE 7**

## **NO STRIKE/NO LOCK-OUT**

### **7.1 No Strike/No Lock-Out**

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, slow down, sick out, picketing, patrolling, publication, hand billing; or in any other intentional effort, 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**

Employees will receive a scheduled rest and meal period which may change from time to time at the Company's discretion pursuant to operating considerations. Unit Operators, Equipment Operators and Coal Plant Operators whose work requires them to be on duty 8 hours consecutively shall eat on company time at their work locations.

### **8.2 Meal Allowance**

A. Employees will be paid a meal allowance when required to work more than 2 hours before or after the end of a shift.

B. Meal allowances shall be \$13.00; \$15.00 effective 1/1/16; \$17.00 effective 1/1/17; \$19.00 1/1/19.

## **ARTICLE 9 HOLIDAYS**

### **9.1 Pay**

Employees shall be granted holiday pay based on scheduled hours not to exceed 8 per holiday at the Employee's hourly base rate.

### **9.2 Schedules with Rotating Days Off**

Employees on schedules with rotating days off will observe holidays on the day the holiday actually falls.

### **9.3 Holiday on Scheduled Day Off**

If a holiday falls on a scheduled rest day and the Employee does not work, the Employee shall receive holiday pay.

### **9.4 Holidays Observed**

Holiday pay is limited to the following days:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Day After Thanksgiving
- (7) Christmas Eve
- (8) Christmas Day

### **9.5 Floating Holidays**

Employees will be entitled to 4 floating holidays per year to be scheduled similar to PTO. Floating holidays will be prorated for new hires. Employees shall be entitled to use a floating holiday to observe Martin Luther King Jr. Birthday.

Non-scheduled floating holidays may be taken in ½ day increments, if authorized by a supervisor.

**9.6 Holiday Overtime**

Work on holidays shall be at the rate of 2 times the Employee’s hourly base rate of pay in addition to the holiday pay to which the Employee is entitled.

**9.7 Mandatory Attendance**

Unless excused by management, all Employees scheduled to work on a holiday must work all scheduled hours on the holiday. If non-operating Employees are required to work on a holiday, the work will be assigned by using the overtime list.

**ARTICLE 10 (A)**  
**VACATIONS AND LEAVES OF ABSENCE**  
**(EXPIRES 12/31/15)**

**10.1 Vacation Accumulation**

Employees will be granted vacation in accordance with the schedules set forth in the table below. Vacation days will be prorated in the first year for new hires, who will not be eligible to schedule vacation in accordance with Section 10.2.

**This schedule applies to Employees hired prior to March 6, 2006 (EXPIRES 12/31/15)**

<b>Calendar Year in Which an Employee Completes the Following Years of Service</b>	<b>Days of Vacation Allowed</b>
1 to 4 inclusive .....	11
5 to 10 inclusive .....	15
11 to 14 inclusive .....	17
15 to 19 inclusive .....	20
20.....	21
21.....	22
22.....	23
23.....	24
24.....	25
25 and over.....	30

**This schedule applies to Employees hired on or after March 6, 2006 (EXPIRES 12/31/15)**

<b>Calendar Year in Which an Employee Completes the Following Years of Service</b>	<b>Days of Vacation Allowed</b>
1 to 4 inclusive .....	10*
5.....	11
6.....	13
7 to 11 inclusive .....	15
12.....	16
13.....	17

14.....	18
15.....	19
16 to 20 inclusive .....	20
21.....	21
22.....	22
23.....	23
24.....	24
25.....	25
26.....	26
27 to 29 inclusive .....	27
30 to 31 inclusive .....	28
32 and over.....	30

\*Vacation will be prorated in the first year for new hires. See Article 10.1

## **10.2 Vacation Scheduling**

A. Because of operational considerations, a limited number of Employees in each classification will be allowed off on vacation at a given time. Vacation scheduling shall be arranged by the Company after consulting with the Employee as to his preferences. The number of employees who will be permitted to take vacations simultaneously will be determined by the Company and are subject to change to meet operating conditions and work requirements.

B. Vacation selection will normally be completed in December of the preceding year and will be granted according to service and preference. Selection will be by classification using the following process:

- (1) Up to two weeks with no more than ten days selected in one-week blocks, with the week defined as Monday through Sunday.
- (2) All remaining vacation days, including any days not selected in the first round of selection.
- (3) All floating holidays.

Employees may elect not to select all floating holidays during the annual selection process.

C. Upon timely notification of proof of hospitalization for 48 hours or more while on a scheduled vacation, an Employee may reschedule missed vacation days later that same year, unless the hospitalization should occur in December, in which case they may be rescheduled to the following year.

D. Employees will not accrue vacation time during any leave of absence, including disability, which exceeds 45 days.

## **10.3 Personal Leave of Absence**

A. Employees may be granted, at the Company's sole discretion, an unpaid leave of absence for personal reasons. No personal leave shall be granted

unless the Employee makes the request in writing at least 2 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.

B. Employees taking personal leaves shall continue to accrue seniority. 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 resigned and their employment shall be deemed to have terminated on the date active employment ceased.

#### **10.4 Unpaid Leaves of Absence for Full Time Union Business Representatives**

A. The Union may appoint no more than 3 Employees to full time positions to represent Company Employees and each shall be granted an unpaid leave of absence and continue to accrue seniority for the term of his absence. Upon termination of such position, the Employee shall be reinstated to his former job, including all seniority rights, provided that his qualifications are at least equal to those previously required.

B. Such Employee while on leave of absence from duty:

- (1) may continue to participate in the Company's medical, dental, vision, life and AD&D insurance plans, as long as the Employee's contributions are paid;
- (2) shall continue to participate in the Retirement Plan in accordance with the Plan's provisions; and
- (3) may contribute to the applicable 401(k) Plan in accordance with the Plan's provisions, other than loans.

C. The Union agrees that to the extent it is required to execute documents as a participating employer under any of the Company's benefit plans in order for those plans to remain qualified under and compliant with governing law, it will execute said documents promptly upon Company request. In the event the Union fails to timely execute such documents, the Employees covered by this Section 10.4 will immediately cease to participate in the Company's benefit plans.

#### **10.5 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 irrefutably deemed to conform to this Agreement.

#### **10.6 Military Leaves**

An Employee required to take a military leave to perform training or active military duty shall, upon their return, have the period of absence added to their service and seniority.



**ARTICLE 10 (B)**  
**PAID TIME OFF (PTO) AND LEAVES OF ABSENCE**  
**(EFFECTIVE 4/1/15 for new hires and effective 1/1/16 for all members)**

**10.1 PTO Accumulation**

Employees will be granted PTO in accordance with the schedules set forth in the table below. PTO hours are accrued monthly on the 15<sup>th</sup> of the month. Carryover is limited to a maximum of one (1) year PTO accrual. Employees can purchase up to 40 hours of PTO time during the annual open enrollment period. Employees can go into arrears up to 40 hours of PTO with management approval. New hires begin PTO accrual on the 15<sup>th</sup> of the month following their date of hire. New hires will not be eligible to schedule PTO in accordance with Section 10.2.

Employees who have achieved 25 years of service as of 1/1/16 will be granted an additional 40 hours of PTO on 1/1/16, and an additional 40 hours of PTO on 1/1/17 (a total of 80 hours of PTO added to their bank). The employees who receive these additional hours will accrue PTO according to the same schedule as other employees.

**This schedule applies to new hires effective 4/1/15 and all employees effective 1/1/16**

Number of Completed Years	PTO Accumulation		Total Hours per Year
	Hours Granted Per Month	Days Granted Per Year	
Initial	11.33	17	136.00
4 years	14.67	22	176.00
9 years	15.33	23	184.00
10 years	16.00	24	192.00
11 years	16.67	25	200.00
12 years	17.33	26	208.00
13 years	18.00	27	216.00
14 years	18.67	28	224.00
15 years	19.33	29	232.00
16 years	20.00	30	240.00
17 years	20.67	31	248.00
18 years	21.33	32	256.00

*The PTO Milestones are reached on the anniversary of the date of hire.*

*The PTO hours are accrued monthly on the 15<sup>th</sup> of the month.*

*Carry-over is limited to a maximum of 1 year PTO accrual.*

*Employees can purchase up to 40 hours of PTO time (in the annual open enrollment period).*

*Employees can go into arrears up to 40 hours.*

*Employees will not accrue PTO hours during any leave of absence, including disability which exceeds 90 days.*

## **10.2 PTO and Floating Holiday Scheduling**

A. Because of operational considerations, a limited number of Employees in each classification will be allowed off on PTO and Floating Holiday at a given time. PTO and Floating Holiday scheduling shall be arranged by the Company after consulting with the Employee as to their preferences. The number of employees who will be permitted to take PTO and Floating Holiday simultaneously will be determined by the Company and are subject to change to meet operating conditions and work requirements.

B. PTO and Floating Holiday selection will normally be completed in December of the preceding year and will be granted according to service and preference. Selection will be by classification using the following process:

- (1) Up to two weeks, with no more than 80 PTO hours selected in one week blocks, with the week defined as Monday through Sunday.
- (2) All remaining PTO days (not to exceed Employee's one year allotment of PTO including PTO selected in 1<sup>st</sup> round) selected in one-week blocks, with the week defined as Monday through Sunday.
- (3) Up to all remaining PTO days and Floating Holidays.

Employees may elect not to select all PTO or Floating Holidays during the annual selection process. PTO can only be scheduled and taken in full day increments. Floating Holidays may be taken in half day increments, if authorized by a supervisor.

C. With timely notification of proof of illness or disability while on scheduled PTO, only the first five days of the disability will be charged against the employee's PTO.

## **10.3 Personal Leave of Absence**

A. Employees may be granted, at the Company's sole discretion, an unpaid leave of absence for personal reasons. No personal leave shall be granted unless the Employee makes the request in writing at least 2 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.

B. Employees taking personal leaves shall continue to accrue seniority. 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 resigned and their employment shall be deemed to have terminated on the date active employment ceased.

## **10.4 Unpaid Leaves of Absence for Full Time Union Business Representatives**

A. The Union may appoint no more than 3 Employees to full time positions to represent Company Employees and each shall be granted an unpaid leave of absence and continue to accrue seniority for the term of his absence. Upon

termination of such position, the Employee shall be reinstated to his former job, including all seniority rights, provided that his qualifications are at least equal to those previously required.

B. Such Employee while on leave of absence from duty:

- (1) may continue to participate in the Company's medical, dental, vision, life and AD&D insurance plans, as long as the Employee's contributions are paid;
- (2) shall continue to participate in the Retirement Plan in accordance with the Plan's provisions; and
- (3) may contribute to the applicable 401(k) Plan in accordance with the Plan's provisions, other than loans.

C. The Union agrees that to the extent it is required to execute documents as a participating employer under any of the Company's benefit plans in order for those plans to remain qualified under and compliant with governing law, it will execute said documents promptly upon Company request. In the event the Union fails to timely execute such documents, the Employees covered by this Section 10.4 will immediately cease to participate in the Company's benefit plans.

### **10.5 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 irrefutably deemed to conform to this Agreement.

### **10.6 Military Leaves**

An Employee required to take a military leave to perform training or active military duty shall upon return have the period of absence added to their service and seniority.

## **ARTICLE 11 ADJUSTMENT OF GRIEVANCES**

### **11.1 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 3 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.

## **11.2 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.

## **11.3 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 14 days of the Step 1 meeting, it shall be reduced to writing and presented by the Union to the Station Director. The parties shall meet and discuss the grievance within 21 days of the receipt of the written grievance. The Company will be represented by the Department Manager and/or Station Director and Human Resources Representative and the Union will be represented by a Union Business Representative and Chief Steward. The Company will give its answer in writing within 14 days after the Step 2 discussion.

**Step 3:** If the dispute or difference is not satisfactorily settled at Step 2, it may be appealed to the Company's Labor Relations Representative within 14 days after receipt of the Step 2 answer. The parties shall meet and discuss the grievance within 21 days of receipt of the appeal. The Company will be represented by up to two Senior Company officials and the Union will be represented by up to two Senior Union officials. The Company will give its answer in writing within 14 days after the Step 3 discussion. Employee terminations, if grieved, will automatically be moved to Step 3 and heard within thirty (30) days of the grievance filing.

## **11.4 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.

## **11.5 Grievance by Contractual Party**

If the grievance originates with the Union and not with a particular employee or Employees, the Union shall file a written grievance with the Company's designated representative (Station Director, unless otherwise agreed). The grievance will then be heard at the Step Two meeting within 21 days of submission.

## **ARTICLE 12 ARBITRATION**

### **12.1 Arbitration**

A. If the dispute or difference is not satisfactorily settled in Step 3, it must be referred, in writing, to Arbitration within 30 days of the date of Step 3 answer. If this is not done, the grievance shall be considered finally settled on the basis of the Company's Step 3 answer and the Arbitrator shall have no authority to consider the grievance. At the same time as notice of arbitration is provided, the party requesting arbitration shall request a panel of eleven (11) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Each party has the right to reject one (1) panel provided that it notifies the other party of the rejection (by fax or email) within 10 calendar days of receipt of the panel. Once a panel has been accepted, the parties will meet within 14 days and will alternately strike names, with the party requesting arbitration striking first. After each party has struck five names, the remaining arbitrator on the list will be appointed to hear the case. No more than one grievance shall be submitted to any arbitrator at any one time without prior mutual agreement of the parties.

B. 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.

### **12.2 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.

### **12.3 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.

### **12.4 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.

### **12.5 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. 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.

### **12.6 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.

### **12.7 Priority of Cases**

Any employee discharge matter that has not been scheduled for arbitration hearing within 90 days from the Employee's separation of employment shall take priority over any other types of matters submitted to arbitration under this procedure.

## **ARTICLE 13 TEMPORARY WORKERS**

### **13.1 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 not to exceed 5 continuous months and which will not result in the loss of regular employment for regular Employees.

### **13.2 Terms of Employment**

Temporary workers will not be eligible to earn PTO or floating holidays and shall only be entitled to those health, welfare, and pension benefits as required by law.

### **13.3 Union Status**

The requirements of Sections 2.5 (Dues Check Off) and 2.6 (Union Security Clause) shall apply to temporary workers. Articles 11 (Adjustment of Grievances) and 12 (Arbitration) shall not apply to the discipline, termination or lay off of temporary workers.

## **ARTICLE 14 PROBATIONARY EMPLOYEES**

### **14.1 Probationary Period**

New Employees shall be probationary for the first 6 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 15 WAGES AND PAYMENT**

### **15.1 Exhibit A**

Exhibit A is a schedule showing and explaining job classifications, lines of progression and wages payable to Employees during the term of the Agreement. It is agreed Exhibit A and its contents are a part of this Agreement.

## **15.2 Wage Increases**

Following the ratification of this Agreement, wages shall be increased by 2.9%, retroactive to January 1, 2015. This retroactive wage increase includes the 2015 VSP employees. Additional wage increases, as shown below, will be implemented effective April 1 in each of the following years:

2016	2.9%
2017	2.9%
2018	2.9%
2019	2.9%

## **15.3 Annual Welders' and Fire Guides' Premium**

A. Employees in the Mechanic job classification who obtain and hold a welding certification with no restrictions will have \$.50 per hour added to their base wage rate and a \$2,000 bonus, as long as they have kept their welding certification for the entire year, payable in January. Employees in the Laborer job classification who obtain and hold a welding certification with no restrictions and are upgradeable to Mechanic, shall be given a \$500 bonus, as long as they have kept their welding certification for the entire year. The Company will determine the number of Employees who may be so certified on the basis of seniority and service.

B. Employees qualified and capable (with no restrictions) and performing duties as a Fire Guide (or Fire Brigade if/where applicable) will be eligible for a \$750 bonus as long as they have performed in this role the entire year. If the employee is Fire Guide/Fire Brigade qualified for less than a year, the bonus will be pro-rated. The bonus will be payable in January. Volunteers for Fire Guide (or Fire Brigade if/where applicable), beyond the number required, will be considered based on business needs.

## **15.4 Direct Deposit**

Employees are encouraged to have paychecks delivered by direct deposit to a financial institution chosen by the Employee and approved by the Company. Checks and check statements will be mailed to the Employee's address of record.

## **15.5 Incentive Plan**

The Company, at its sole discretion, may implement an incentive plan for Employees. That plan, if implemented, may be discontinued and/or modified in any and every manner the Company may from time to time unilaterally decide, without further discussion or negotiation with the Union. No part of this plan shall be subject to grievance or arbitration under this Agreement under any circumstances, except in the limited instance where an Employee contends that he was not paid in accordance with the terms of the Plan applicable to him.

## **ARTICLE 16**

### **GENERAL PROVISIONS**

#### **16.1 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.

#### **16.2 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.

#### **16.3 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.

#### **16.4 Safety Committee**

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

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

#### **16.5 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.

#### **16.6 Tools and Safety Equipment**

Employees will continue to be responsible for providing their own personal tools and the Company will continue to furnish specialized tools, safety devices, and other equipment as are currently being furnished. 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 personal and Company furnished tools and equipment.



## **ARTICLE 17 TERM OF AGREEMENT**

### **17.1 Termination and Renewal**

The term of the current Agreement shall be from April 1, 2015 to March 31, 2020. The Agreement shall be considered renewed from term to term of one year each at the expiration date of March 31, 2020 and each subsequent March 31, unless a written notice of desire to amend or terminate the Agreement is given by the Union or Company at least 60 days prior to the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The Parties agree to commence negotiations on any proposed amendments not less than 40 days prior to the end of the current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the terms of the Agreement shall automatically be extended, except that during such negotiations, subsequent to the expiration date, either party on 60 days' notice to the other, may terminate the Agreement.

## **ARTICLE 18 BENEFITS**

### **18.1 Benefits**

Beginning January 1, 2016, and continuing for the term of the agreement, NRG Energy, Inc. will make available to NRG employees represented by Local 15 the NRG Energy, Inc. Corporate Platform plans under the same terms that apply to other NRG employees including the same Plan providers, Plan designs, employee co-pays and deductibles. Further, any future changes, modifications, or termination of the current Plans or Plan components will be extended automatically to bargaining unit employees on the same terms as applicable to non-represented, non-exempt NRG employees (unless specified otherwise below). The sponsored programs include the following:

- Medical (not to exceed 20% Employee Cost Share)
- Prescription Drugs
- Dental (not to exceed 20% Employee Cost Share)
- Vision (not to exceed 20% Employee Cost Share)
- Flexible Spending Accounts
- Health Spending Accounts (HSA) (for CDHP plan only)
- Life Insurance
- Accidental Death & Dismemberment Insurance

Unless required by law, benefit changes will be announced as part of the annual open enrollment process, typically in October or November each year, for the following year. It is understood and agreed that any future plan changes will be communicated in advance to the Business Manager or designee.

## **Medical Plan Cost Share**

The premiums for the Corporate Platform medical plans will be established each year by the Company, and the Company and employee will share the premium cost. For the term of this agreement, the employee cost share will not exceed 20% (Company will not pay less than 80%) for the NRG Platform Plans.

- NRG Platform Plans: currently \$30 Co-Pay PPO (Employee cost share currently twenty (20) percent) and Consumer Driven Health Plan (“CDHP”) (Employee cost share currently five (5) percent)
  - Not to exceed 20% Employee Cost Share, relative to the discounted Co-Pay plan exclusive of the spousal surcharge
- Current EPO medical plan will remain in effect until 1/1/18
  - 17% Employee Cost Share based on the 2016 plan rates effective 1/1/16
  - 20% Employee Cost Share based on the 2017 plan rates effective 1/1/17

## **Medical Plan Incentive**

A one-time medical plan incentive will be paid to employees hired prior to 4/1/15 who enroll in the NRG Platform Plans as follows:

- 1/1/16: a one-time \$3,000 incentive will be paid into each employee’s NRG Affiliates Employee Savings Plan (“401(k)”) account (during the 1<sup>st</sup> quarter 2016) once enrolled in an NRG Platform Medical Plan for 2016. Once enrolled in an NRG Platform Plan, they will not be eligible to enroll in the EPO plan in 2017, will receive the \$3,000 incentive and will be ineligible for the 2017 \$1,500 incentive.
- 1/1/17: a one-time \$1,500 incentive will be paid into each employee’s NRG Affiliates Employee Savings Plan (“401(k)”) account (during the 1<sup>st</sup> quarter 2017) once enrolled in an NRG Platform Medical Plan.

## **18.2 Retiree Health Care Benefits**

- Eliminate Retiree Health Care Benefits effective April 1, 2015.
- Retirement Medical Buy-out:  
A one-time retirement medical buy-out will be paid, to those specific employees identified as “pro-rata” as of April 1, 2015, according to the terms of item #18 of the Memorandum of Agreement for Renewal of the CBA dated March 6, 2015.

## **18.3 Pension Benefits**

Employees hired into the bargaining unit prior to April 1, 2015 will be eligible for the Pension Plan (Retirement Benefits), Early Retirement Pension Benefits and Social Security supplement as described in Appendix A. New members hired into the bargaining unit on or after April 1, 2015 will not be eligible for the Pension, Early Retirement Pension Benefits, or the Social Security supplement.

#### **18.4 401(k) Plan**

Employees hired into the bargaining unit prior to April 1, 2015 will be eligible for the 401(k) plan design for the IBEW Local 15 Employees (former Edison Plan design). New members to the bargaining unit on or after April 1, 2015 will be eligible for the NRG Platform 401(k) Plan, including the NRG annual discretionary contribution with a minimum contribution of three percent (3%) (see Appendix A tables for descriptions of these plans).

### **ARTICLE 19 COMPLETE AGREEMENT**

#### **19.1 Complete Agreement**

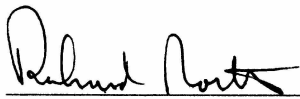
This Agreement supersedes any previous agreements between the Company, its employees and the Union. It is the intent and purpose of the parties that this Agreement between the Company and the Union supersedes and cancels all previous contracts, verbal or written, between the parties; constitutes the entire Agreement between the parties; and shall not be changed or amended during the life of the Agreement except by mutual consent in writing by both parties. Fully signed Memorandums of Understandings (MOUs) that are considered part of this Agreement are:

<b>Document</b>	<b>Date on Document</b>
Fisk/Crawford Reduction in Forces (RIF)	July 11,2012
12 Hour Shift Pilot Program Agreement for Powerton Unit Operators and Equipment Operators	December 2014 (expiring December 31, 2015)
Memorandum of Agreement for Renewal of the CBA	March 6, 2015
Memorandum of Understanding for Joliet Gas Conversion 2016*	November 10, 2015

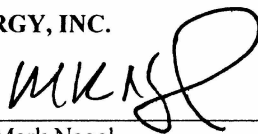
\* Signed post-ratification of this CBA. It has been listed above because the CBA had not been printed as of the document's date.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals.

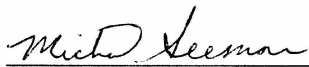
**NRG ENERGY, INC.**



Richard North  
Director, Labor Relations



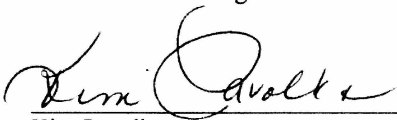
Mark Nagel  
Plant Manager  
Waukegan Generating Station



Michael Seeman  
Administration Manager  
Powerton Generating Station

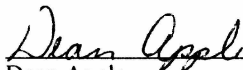


Janice Danca  
Sr. Manager, Human Resources



Kim Pavolka  
Manager, Labor Relations

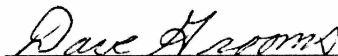
**LOCAL 15 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**



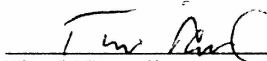
Dean Apple  
President and Business Manager  
IBEW Local 15



Doug Veda  
Business Representative  
IBEW Local 15



Dave Grooms  
Business Representative  
IBEW Local 15



Tim O'Connell  
Chief Steward, Powerton Station  
Equipment Operator  
IBEW Local 15

**Exhibit A**  
**Lines of Progression**

1. Employees within a job classification will be given the opportunity to learn and are expected to progress and perform all of the jobs for which the classification is responsible. It is the intention of the parties to strengthen the skills, capabilities and accountability of Employees, eliminate rigid distinctions regarding what jobs may be performed within a classification, provide a more rapid progression for Employees to assume the full range of responsibilities and replace multi-job, multi-step progressions with a single job classification.
2. To progress to a higher step within a job classification that is based on qualifications, an Employee must have completed the progression step, have an overall job performance rating of satisfactory by his supervisor, successfully completed any training required for advancement and demonstrated the necessary knowledge and proficiency required for advancement.
3. If an Employee is unable to progress to the next higher step after being given a reasonable opportunity to do so (but no longer than the designated time period defined in the progression step), the Employee will be demoted or terminated.





## APPENDIX A – BENEFITS

### RETIREMENT BENEFITS

PLAN PROVISION	BENEFITS AT A GLANCE
Eligibility	<p>Current members of the bargaining unit hired on or before 3/31/15.</p> <p>Effective 4/1/15, new members to the bargaining unit will not be eligible for Pension Plan (Retirement benefits, Supplemental Plan Benefit, Early Retirement Pension Benefit or Disability Pension). Members who are rehired after 4/1/15 will be eligible only for vested benefits earned prior to their rehire date.</p>
Cost	Fully funded by the company; no employee contributions
Regular Plan Benefit	1.6% of Highest Average Annual Pay times years of Credited Service
Highest Average Annual Pay	<p>Average of monthly base pay over 48 consecutive months</p> <p>Only considers pay while at Midwest Generation and NRG Energy, Inc.</p>
Credited Service	Only considers service while working as a Local 15 represented employee at Midwest Generation and NRG Energy, Inc., including service while on paid or authorized unpaid leave
Supplemental Plan Benefit	<p>Pays 100% of estimated Social Security normal retirement benefit until age 65</p> <p>This benefit is offset by any supplemental plan benefit payable from ComEd/Exelon and/or EIX</p>



Calculation of Estimated Social Security Benefit	Estimate based on all service with ComEd, Midwest Generation and NRG Energy, Inc.
Separates With Less Than 5 Years of Combined ComEd, Midwest Generation and NRG Energy, Inc. Service	Not eligible for regular plan benefit or supplemental plan benefit
Separates With At Least 5, But Less Than 10 Years Of Combined ComEd, Midwest Generation and NRG Energy, Inc. Service	Unreduced regular pension payable at age 60  Not eligible for supplemental plan benefit
Separates Prior to Age 55 With At Least 10 Years of Combined ComEd, Midwest Generation and NRG Energy, Inc. Service	A reduced regular pension is payable as early as age 55  Not eligible for supplemental plan benefit
Separates After Attainment Of Age 55 With At Least 10 Years of Combined ComEd, Midwest Generation and NRG Energy, Inc. Service	A reduced regular pension is payable as early as age 55  A supplemental plan benefit is payable until age 65
Dies Before Payment Of Benefits	If married, surviving spouse receives 50% of regular plan benefit payable as if the employee had separated as of date of death.  If unmarried, designated beneficiary receives lump sum equivalent of 50% of regular plan benefit  Not eligible for supplemental plan benefit
Optional Forms of Benefit	Single life annuity  Single life annuity with 50% of payment continuing to a surviving spouse (may elect only if married at time of benefit commencement)

Optional Forms of Benefit (continued)	<p>50% Contingent Annuity with Pop-Up Feature: reduced payment during retiree's lifetime with 50% payable to a surviving, non-spouse beneficiary – benefit reverts to an unreduced Single Life Annuity if beneficiary dies within 10 years of participant's benefit commencement date.</p> <p>75% Contingent Annuity with Pop-Up Feature: reduced payment during retiree's lifetime with 75% payable to a surviving beneficiary – benefit reverts to an unreduced Single Life Annuity if beneficiary dies within 10 years of participant's benefit commencement date</p>
Dies After Payment Of Pension	Payment of survivor benefits is based on form of benefit elected at time of retirement. The form of benefit cannot be changed at a later date
Disability Pension <i>(excludes new members to the bargaining unit as of 4/1/15)</i>	<p>If at the end of the 52 weeks of disability extended benefits, an employee who is at least 45 years of age (or has 10 years of service) remains unable to perform the essential functions of their job classification (or another job classification made available by the company), with or without reasonable accommodation, that employee is eligible for a monthly pension benefit which may only be reduced by the amount by which their post-separation earnings (excluding any ComEd/Exelon and/or Midwest Generation pension) and disability pension payments exceed their pre-disability earnings</p> <p>If an eligible employee becomes Permanently And Totally Disabled, a regular plan benefit and supplemental plan benefit payable if at least age 45 or has 10 years of combined service</p>
Miscellaneous	<p>Access to calculation estimates available on line or via phone</p> <p>Must provide notice of intent to retire 30 days in advance of benefit commencement date (i.e. any first day of a month)</p>

For complete information, please refer to the Plan document and Summary Plan Description

## EARLY RETIREMENT PENSION BENEFITS

The following table shows the early retirement adjustment factor and supplemental payment reduction factor, assuming you are eligible to receive an early retirement pension, and begin payments at the ages shown below. Effective 4/1/15, new members of the bargaining unit will not be eligible for Early Retirement Pension Benefits.

<b>EXACT AGE WHEN PAYMENTS BEGIN AT RETIREMENT</b>	<b>EARLY RETIREMENT ADJUSTMENT FACTOR</b>	<b>SUPPLEMENTAL PAYMENT REDUCTION FACTOR</b> <b>Applies only if you are receiving a Supplemental Benefit</b>
64	1.00	.0125
63	1.00	.0250
62	1.00	.0375
61	1.00	.0500
60	1.00	.0625
59	.98	.0750
58	.96	.0900
57	.93	.1050
56	.90	.1200
55	.87	.1350

For complete information, please refer to the Plan document and Summary Plan Description

**401(k) Plan Design for Current Members of the  
Bargaining Unit Hired Before 4/1/15  
(Former Edison Plan Design)**

<b>PLAN PROVISION</b>	<b>BENEFITS AT A GLANCE</b>
Eligibility	Immediately upon hire for current members of the bargaining unit hired before 4/1/15 (former Edison Plan design)
Employee Contributions Per Pay Period	Any combination of pre-tax or Roth after tax employee contributions up to 84% of Eligible Pay per paycheck, subject to IRS limitations
Eligible Pay Per Biweekly Paycheck	Base pay hourly rate times 80
Company Match Per Pay Period	One dollar for every dollar contributed up to 6% of Eligible Pay
Vesting of Company Contributions	20% for each year of service (prior service with Midwest Generation counts). Full vesting at age 65, or upon death of employee, or if permanently disabled
Company Match True Up	Provides full company match if the employee, in aggregate for the year, has deferred 6% of Eligible Pay
Investment Elections For Current Assets And Future Contributions	Target Date Funds Available: Diversified set of Investment Options available as selected and monitored by the NRG Investment Committee. Daily changes allowed
Loans	Up to two loans allowed
Distributions While Employed	If over age 59½: May request distribution at any time If under age 59½: May take distribution of pre-tax and rollover

Distributions While Employed (continued)	contributions only for financial hardship (unreimbursed medical expenses, prevention of foreclosure and eviction, post-secondary educational related expenses, initial purchase of a principal residence). Employee contributions are suspended for 6 months following a hardship withdrawal
Distributions After Employment Ends	May request a total distribution or rollover of your vested account as soon as administratively possible after separation from employment. If the value of the vested account balance is \$5,000 or more, may defer distribution up to age 70½
Account Inquiries And Questions	Daily access to account information is available on line or via phone

For complete information, please refer to the Plan document and Summary Plan Description

**NRG Platform 401(k) Savings Plan  
(New Members to the Bargaining Unit  
on or after 4/1/15)**

<b>PLAN PROVISION</b>	<b>BENEFITS AT A GLANCE</b>
Eligibility	Immediately upon hire with a 6% pre-tax automatic enrollment upon hire for new members to the bargaining unit on or after 4/1/15
Employee Contributions Per Pay Period	Any combination of pre-tax or Roth after tax employee contributions up to 100% of Eligible Pay per paycheck, subject to IRS limitations After tax: up to 10% Catch up (Pre-Tax and Roth): Yes
Eligible Pay Per Biweekly Paycheck	Total wages including bonus, overtime, etc.
Company Match Per Pay Period	100% of total pay on first 3%; 50% on next 2% pre-tax deferral
Vesting of Company Contributions	Immediately vested
Company Match True Up	Provides full company match if the employee, in aggregate for the year, has deferred 5% of Eligible Pay
Auto Features	Auto Enroll 6% (30 day opt out) Auto Increase Annually in 1% increments up to 10% (with opt out)
Investment Elections For Current Assets And Future Contributions	Target Date Funds Available: Diversified set of Investment Options available as selected and monitored by the NRG Investment Committee. Daily changes allowed
Annual Discretionary / Fixed Contribution	Negotiated minimum of 3%

Loan Distributions While Employed	<p>1 loan allowed</p> <p>If over age 59½: May request distribution at any time</p> <p>If under age 59½: Hardship only (safe harbor reasons apply).</p> <p>Employee contributions are suspended for 6 months following a hardship withdrawal</p>
Distributions After Employment Ends	<p>May request a total distribution or rollover of your vested account as soon as administratively possible after separation from employment.</p> <p>If the value of the vested account balance is \$5,000 or more, may defer distribution up to age 70½</p>
Account Inquiries And Questions	<p>Daily access to account information is available on line or via phone</p>

For complete information, please refer to the Plan document and Summary Plan Description

**Disability Plan for Current Members of the  
Bargaining Unit Hired Before 4/1/15  
(Plan Expires 12/31/15)**

<b>Plan Provision</b>	<b>Benefits at a Glance</b>
Eligibility	<p>Immediate eligibility for sick days and extended benefits if hired before 4/1/15</p> <p>This plan expires on 12/31/15. (If illness begins prior to 12/31/15, this plan remains in effect until employee returns to work or separates from employment.)</p>
Sick Days	Up to 7 days of full pay sick days per incident
Disability Benefits ( <i>Non-Contributing</i> )	Extended benefits paid by company at 30% of base pay
Disability Benefits ( <i>Contributing</i> )	Extended benefits paid at 87% of base pay
Employee Contributions ( <i>for Contributing members only</i> )	Biweekly payroll deductions as a percentage of base pay partially fund the disability extended benefits at 40% with adjustments to be made annually based on experience
Disability Defined	Unable to perform your regular duties due to a non-occupational illness or injury
Certification	<p>May be required after 3 consecutive sick days</p> <p>Employees must call Met Life (1-888-343-6898) on their 4<sup>th</sup> consecutive sick day. Certification will be required while receiving disability plan benefits with obligation to submit to Independent Medical Exam, if required</p>
Duration	<p>Sick Days – Up to 7 days</p> <p>Disability – Up to 52 weeks</p>



**NRG Platform STD/LTD Disability Plans  
(for New Members of the Bargaining Unit Effective  
4/1/15 and All Members Effective 1/1/16)**

Plan Provision	Benefits at a Glance
Eligibility	<p>Immediate eligibility for new members of the bargaining unit hired on or after 4/1/15</p> <p>Effective 1/1/16 for members of the bargaining unit hired prior to 4/1/15 (for illnesses beginning 1/1/16 or later).</p>
Benefits	NRG Platform Benefits as described in the <b><i>Absence Due to Extended Illness/Disability Policy</i></b>
Disability Defined	Unable to perform your regular duties due to a non-occupational illness or injury
Certification	<p>May be required after 3 consecutive sick days</p> <p>Employees must call the disability manager (currently Met Life at 1-888-343-6898) on their 4<sup>th</sup> consecutive sick day. Certification will be required while receiving disability plan benefits with obligation to submit to Independent Medical Exam, if required</p>

## NOTES

## NOTES

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