

Agreement

Between

Monongahela Power Company

FirstEnergy Generation LLC

and

Utility Workers Union of America  
A.F.L. – C.I.O.

Local Union 304

2018 – 2022

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by the Utility Workers Union of America affiliated with the AFL-CIO and it's Local Union 304 (the "Union"), representing certain employees of the Company, hereinafter referred to as "employee" or "employees", and Monongahela Power Company and FirstEnergy Generation LLC, wholly owned subsidiaries of FirstEnergy Corp., on behalf of Harrison Power Station, its successors or assigns (hereinafter referred to as the "Company")

## **SUCCESSORS AND ASSIGNS**

The Company agrees that if it sells, assigns or otherwise transfers any of its business operations to any FirstEnergy Corp or non-FirstEnergy Corp. related entity during the term of the Agreement and that transaction involves the transfer of employees currently represented by Local 304, such entity shall be considered a successor to this agreement, and the transaction shall be made contingent upon the agreement of the entity to recognize the Union, and be bound by the terms and conditions of employment set forth in this Agreement in the event the entity or its designee continues the business. The Company will provide the Union with those documents necessary to demonstrate compliance with this Article as soon as practicable after the intent to transfer is made public.

Nothing in the foregoing shall require the successor entity to offer employment to all persons in the existing workforce. The successor entity's only requirement shall be to offer employment to that number of employees at the facility that the successor entity believes are necessary to satisfy its staffing level requirements at the time of the transfer. Any offers of employment shall be in order of seniority, as provided in this Agreement. If the successor entity offers employment to all members of the existing workforce at that facility and has further employment needs thereafter, job offers may be made to qualified members of Local 304 who may be on layoff with recall rights. Any employee not offered employment by the successor entity shall, at the employee's option, choose either of the following options: (1) the exercise of the employee's seniority rights under the seniority section of the contract or (2) the receipt of severance benefits as specified under the Severance Benefits Plan.

WITNESSETH:

WHEREAS, The Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of a large number of the population; and

WHEREAS, the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in service to the public; and

WHEREAS, this responsibility to the public is the mutual responsibility of both employees and the management of the Company and requires that any disputes arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public; and

WHEREAS, both parties hereto recognize this mutual responsibility of service to the public; and

WHEREAS, both parties hereto desire to enter into an agreement eliminating as nearly as possible any reason for strikes, stoppage of work or lockouts during the term of the said agreement and during any period while negotiations are in progress between them for any change or renewal of said agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

## **ARTICLE I Recognition of the Union**

### **Section 1. Unit Defined**

Based on an election certified by the National Labor Relations Board dated October 5, 2010, Case Number 6-RC-12769 the Company recognizes the Union as the exclusive bargaining unit in all matters pertaining to wages, hours, working and all other conditions of employment for all full-time and regular part-time production and maintenance employees, including OP technicians/M (maintenance and electricians), chemical technicians, Op technicians/O (operations), Op technicians/C (bulk material/coal handling/solid waste processing), material technicians (storeroom), results technicians and planners employed by the Company at its Harrison Power Station located in Haywood, WV; excluding all office clerical employees (administrative assistants), foremen and guards, professional employees and supervisors as defined in the Act, and all other employees.

The Company and Union agree to treat all employees covered by said certification as a single bargaining unit for purposes of collective bargaining.

This Agreement shall have no application to any employee who is not within the unit described in Section 1 of this Article.

### **Section 2. Non-Discrimination**

It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to such employee's race, color, creed, sex, religion, national origin, age, handicap, or Vietnam Era Veteran status.

## **ARTICLE II**

### **Union Membership and Dues**

#### **Section 1. Terms of Membership**

- (a) All employees covered by this Agreement, who at the time of signing this Agreement are members of the Union in good standing, or shall hereafter become members of the Union, shall remain members in good standing for the term of this Agreement as a condition of employment, except as otherwise provided herein. After the signing of this Agreement, when employees are first employed in a classification covered by this Agreement they must, as a condition of employment, arrange within their first thirty (30) days of such employment to either (1) become a member of the union in good standing, or (2) to make payments (hereinafter referred to as substitute payments) to the Union of amounts equal to the uniformly required monthly dues they would have paid if they were members. The term “substitute payments” shall not initiate fees which are not required of a non-member. The failure of employees to (1) maintain their membership in the Union in good standing or (2) to make substitute payments shall result in their discharge unless membership was terminated for reasons other than the failure of the employees to tender initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership.
- (b) Any employee hired into or transferred to a job within the bargaining unit shall, within thirty (30) days after the first day of the month next succeeding the date on which he was transferred or comes under the terms of this agreement as provided in Article XIX, Section 2 (whichever is later) become and remain a member of the Union for the duration of this agreement as a condition of continued employment unless:
- (1) Such membership is not available on the same terms and conditions generally applicable to other members; or
  - (2) Membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- The provisions contained above applicable to transferred employees shall apply to a person who returns to active employment from a military leave of absence or a layoff period.
- (c) The Company will submit to the Union in writing within the first week of each month a list of those employees who, for any reason, have become eligible for Union membership and subject to the provisions of subsection (a) during the preceding month.
- (d) The Union will submit to the Company in writing a list of those active employees who have failed to tender their regular initiation fees and dues for a period of one month. The Company will notify promptly those persons named and will discontinue employment to such persons who are not in compliance with the terms of this section within thirty (30) days after such notification. A disagreement between the Union and the Company with respect to the tenure of employment of such persons named will be handled through the grievance procedure.

- (e) If the first pay period ending in any month results in all time spent on one-half (1/2) pay sick leave, or industrial injury pay provisions of this agreement, or if the employee is not entitled to any pay for such pay period, payment of Union dues for that month is waived.

**Section 2. Dues Deduction**

All employees who sign the following authorization card shall have their Union dues deducted as therein set forth, except as outlined in Section 2(c):

**ASSIGNMENT AND CHECKOFF AUTHORIZATION**

I hereby assign to the Utility Workers Union of America (Affiliated with AFL-CIO) and Local No. 304 an amount equal to my monthly dues as provided for in the collective bargaining agreements between Monongahela Power Company and FirstEnergy Generation LLC on behalf of the Harrison Power Station, its successors and assigns, as defined, and the said Union in effect from time to time.

I authorize the Company to deduct the said amount from my wages payable to me for the first pay period ending in each calendar month. I further authorize the Company to pay the amount so deducted in the manner provided in the said agreements.

This assignment and authorization shall become effective on the first day of the month next succeeding the date on which the Company receives the authorization card and shall continue in force from year to year so long as there is a check off of dues provision in the collective bargaining agreements between the Company and said Union except that it is automatically revoked if I go on military leave, resign, am laid off, discharged, released, or transferred out of the bargaining unit; and except that it can be revoked:

- (1) At any time before it becomes effective,
- (2) At any time during the period from March 1 to March 10 in each year,
- (3) For a period of 10 calendar days following the designated termination date of any such agreement between the Company and the Union, and
- (4) At such other times as may be required by law.

Such revocation shall be made by written notice sent by registered mail, return receipt requested, to the Director of Labor Relations of the Company.

Signed: \_\_\_\_\_ Department: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

- (a) On or before the effective date of this Agreement, the Local Union shall certify to the Company the amount of monthly dues of each member of the Union and will from time to time notify the Company in writing of any change in such amounts. The Company shall be entitled to rely on such certifications in complying with the check off provisions of this Agreement.
- (b) The Company will, except in case of an employee on reduced pay, or casualty under the industrial injury pay provisions of this Agreement, deduct Union dues as provided for in the authorization card, from the wages payable for the first pay period ending in each calendar month of each employee who has signed such authorization card. For the purpose of this paragraph, the employee will be considered to be on half-pay sick leave or casualty under the State-Basis Workers' Compensation Plan only if the entire pay period is spent on reduced pay or casualty.
- (c) The Company will remit to the Secretary Treasurer of UWUA Local 304 the total sum of such deductions on or before the twenty-fifth (25th) day of each month in which such deductions are made.
- (d) The Company shall notify the Union within the first week of each month of all revocations, automatic or otherwise, of assignment and check off authorizations, which the Company made or received during the preceding month.

### **Section 3. Union Activities**

Union will not engage in Union activities on Company time or property, except as required under the grievance procedure.

### **Section 4. COPE**

- a) After receiving a written authorization and assignment from the individual employee, the Company shall deduct from each pay for each month, the employee's pledge to the Union's COPE and/or United Way Programs. The Company will notify within the first week of each month all authorizations, assignments and revocations received during the preceding month and will remit all pledges to the Union Officer designated by the Union at that time.
- b) The Company will not be required to make the authorized payroll deduction outlined in Article II, Section 4(a) if the employee is on half (1/2)-pay sick leave or casualty under the industrial injury pay provisions of this agreement only if the entire pay period is spent on half-pay or casualty.
- c) A revocation of authorization may be accomplished at any time by a written notice sent by certified mail, return receipt requested, to the Director of Labor Relations.

### **ARTICLE III Management Rights**

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to determine employees' qualifications and assign and direct their work; to hire, promote, demote, and transfer employees; to set standards of productivity and services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods and means by which operations are conducted; to set the starting and quitting time, the number of hours, shifts and days to be worked; ; to expand, reduce, alter, combine, transfer, assign, or cease any job, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the Company; to introduce new or improved service and maintenance methods, materials, machinery, technology and equipment; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. It is also the intention of the parties that nothing herein contained shall serve to deny, or constitute a waiver of the right of the Company to exercise other normal functions of management, not enumerated herein, provided that these rights shall not be exercised for the purpose of unjust discrimination against any employee, or to avoid any of the provisions of the Agreement.

### **ARTICLE IV No Strike/No Lockout**

The Company will not engage in any lockout during the terms of this Agreement.

The Union will not authorize any strike during the term of this Agreement and the Union and the employees shall not participate in or encourage any strike, interference with production, or refusal to carry out work assignments. The term "strike" includes sympathy strike.

The Union and its representatives will make a sincere active effort to prevent any strike or interference with production. If any employees engage in any strike, interference with production or refusal to carry out work assignments during the terms of this Agreement, the Union and its representatives will forthwith make a sincere active effort to have work resumed at the normal rate. If the Union and its representatives take such action there shall be no further liability upon the Union and its representatives for such incidents. Should such strike, interference with production, or refusal to carry out work assignments then continue, the employee(s) participating therein shall be subject to discipline or discharge.

## **ARTICLE V**

### **Grievance and Arbitration Procedure**

#### **Section 1. Step Process**

Unless the parties mutually agree otherwise, the following grievance procedure shall be used by the Union to settle or adjust any disagreement concerning the interpretation or application of this Agreement. When a number of days is mentioned it shall be exclusive of Saturdays, Sundays and the holidays listed in Article (VII) of this Agreement.

#### **Step One**

When the disagreement is presented by the employee or his Union representative to the employee's supervisor, the grievant or his Union representative may request a Step One meeting to discuss the matter within twenty five (25) working days from when the grievance arose or when the Union was made aware of the occurrence or incident. Within five (5) working days of such request a meeting will be held with the employee and his supervisor or with the employee and/or his Union representative and appropriate supervision designated by the Company.

If not settled through this meeting, a grievance may be reduced to writing and filed with the employee's supervisor, on a standard form mutually agreed to by the Company and the Union and includes a description of the grievance and is signed by a Union representative. When a grievance is filed, the supervisor will initial and date the upper left hand corner of the form. If a grievance is not so filed within thirty (30) working days of its occurrence or incident, it will no longer exist. The Union will have ten (10) days to move the grievance to Step Two of this procedure. Offers of settlement by either party shall not be binding in subsequent steps of this procedure. Further, any settlements at Step One shall not constitute a precedent for future grievances.

#### **Step Two**

Not later than fifteen (15) days after a grievance is moved to Step Two, the Company and the Union shall mutually agree to a date, time and location of the meeting for Step Two, which shall be held no later than fifteen (15) days after the date of notification. At the meeting the Company and Union shall be represented by the appropriate representatives. The Union may be represented by its President, his designee and another Union representative and the grievant may also be present. The Company and the Union shall each designate an official spokesman who shall have full power and authority to settle the grievance, and to give all notices and make all requests required in this step of the grievance procedure. At Step Two the relief sought and the relief offered shall be specified on the grievance form. The Company will respond in writing within ten (10) days after the Step Two meeting to the employee and the Union as to its decision.

If a grievance is not submitted to the persons designated above within the time limit specified, the grievance shall be deemed to no longer exist.

Any meeting to be held in connection with Step Two shall be at the Harrison Power Station at a time mutually agreeable to the Company and the Union. However, the Company will pay not more than two (2) members designated by the Union at their regular straight time rates of pay (not exceeding (8) hours in any day) for all time lost from their scheduled work period to attend a Step Two meeting. The parties may mutually agree to an alternative location for any meeting held in connection with Step Two.

### **Grievances of Discharges**

Any grievance appealing the discharge of an employee must be filed within ten (10) working days of such discharge or it shall no longer exist. To afford an expeditious resolution of such a grievance, it shall be processed in accordance with the procedure of this paragraph in lieu of the procedure or time limits set out elsewhere in this Article. The grievance shall be filed, in writing, within the ten (10) days by presenting such grievance to the employee's supervisor or general supervisor. The initial grievance meeting shall be at the Step Two level. The Step Two meeting shall be scheduled within five (5) days of the receipt of the grievance, and the meeting shall be held within ten (10) days of receipt of the grievance. If not resolved at the Step Two level, it may be processed to arbitration within fifteen (15) days of the date of the final Step Two meeting. The party receiving the notice of intent to submit to arbitration shall have five (5) days to answer the request for arbitration. Unless both parties agree otherwise, briefs are to be filed within thirty (30) days of the receipt of the transcript. The Arbitrator shall have thirty (30) days from receipt of the briefs or from the date of the close of the hearing if no briefs are filed to render the award. The time limits for Grievance of Discharges may be extended by mutual agreement of the Company and the Union.

## **Section 2. Arbitration**

- (a) A written request for arbitration shall be served on the Company Designated Representative in Labor Relations Department within fifteen (15) days after the decision in Step 2 above. Within fifteen (15) days after service of such written notice, the Union will be served with a notice confirming the request to arbitrate. Within six (6) months of such confirming notice, the Union may request to schedule the arbitration for a hearing. If the Union desires to schedule arbitration, the Union shall give notice, to the other party, within the six (6) month period or the grievance shall be deemed no longer to exist.
- (b) The Federal Mediation and Conciliation Service (FMCS) will be contacted and requested to provide the parties a list of arbitrators who reside within a three hundred and fifty (350) mile radius of Bridgeport, West Virginia. The parties agree to select a neutral arbitrator from a list of seven (7) qualified arbitrators. The Company and Union shall within fifteen (15) working days after receipt of that list, alternately strike names from the list, until only

one (1) name remains. Striking of the first name will alternate between the Company and Union. The arbitrator whose name remains shall be the arbitrator. In the event a party finds the above list unsatisfactory, that party may request that the FMCS provide a second list of arbitrators.

- (c) The arbitrator selected will provide dates of availability. The hearing date shall be mutually selected and agreed upon by the parties.
- (d) Each party to the Agreement shall bear the expense of its own representative at the arbitration hearing. As to the expense of the arbitrator, the following shall apply. The expense of the arbitrator shall be shared equally by both parties. For purposes of the foregoing, expenses of the neutral arbitrator shall include all fees or other amounts incurred by the neutral arbitrator as well as appearance fees and related expenses of the court reporter, including costs associated with furnishing the neutral arbitrator with a copy of the hearing transcript. In the event that either side desires to withdraw, postpone, or cancel an arbitration less than thirty (30) days prior to hearing date, such party shall be responsible for all costs associated with the withdrawal, postponement or cancellation, including any related fees owed the neutral arbitrator and/or court reporter, unless the parties agree otherwise.
- (e) No arbitrator shall have the power to change, add to, or subtract from any of the provisions of this Agreement. The arbitrator's function shall be limited to the interpretation and application of existing clauses.
- (f) For any arbitration under this Article, except those relating to a discharge or suspension, the parties may mutually agree to an expedited arbitration. For all discharge and suspension arbitrations, as well as those in which the parties have not mutually agreed to an expedited arbitration, the arbitrator shall render a decision within thirty (30) days, following the hearing or following receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is later. The neutral arbitrator may issue a summary decision as soon as practicable following the hearing.

### **Section 3. Step Waiver/Change of Facts/Attendees**

- (a) Any steps or grievances in the grievance procedure may be waived or combined by mutual consent in writing of the President of the Local Union and the Company or any persons designated by either of them.
- (b) At any step of the grievance procedure, including arbitration either party may change the ultimate facts, reasons, or contract provisions on which it relies, but if it does, the other party shall have the option of referring the grievance back to Step One of the grievance

procedure without decision at the point where the amendment was made. All costs associated with arbitration, if any will be shared equally specific to this provision.

- (c) Either of the parties may have present at grievance meetings any additional person or persons whom it may consider necessary to the proper consideration and settlement of the grievance for the period of time necessary for them to present additional pertinent facts.

#### **Section 4. Union Investigation**

The investigation of grievances by the Union shall be on its own time and its own expense. Cases may arise where an investigation can be made conveniently only on the job or on Company property during working hours, in which case the following rules shall apply: All members of the collective bargaining committee, including the National Representative, President and/or Vice President of the Union, or departmental representatives of the Union employed on the property of the Company shall be permitted to enter upon the property of the Company at reasonable times provided such entry is necessary for the purpose of making an investigation of any grievance arising between the members of the Union and the Company and such entry shall not be disruptive to Company operations. No such entry shall be made upon the premises for such purpose until the appropriate Company representative in charge of such department or plant has been advised and permission granted.

## **ARTICLE VI Seniority**

#### **Section 1. Definitions**

- (a) Seniority is defined as the status accruing to employees through length of service as defined below, which entitles them to certain preferences as provided for in this agreement
- (b) Company seniority shall be defined as the date the employee was last hired by the Company. If two or more employees were hired on the same date, their company seniority shall be determined by their application date. If two or more employees have the same application date, then their company seniority shall be determined by alphabetical order of their last name.
- (c) Plant seniority shall be defined as the date the employee started at the Harrison Power Station. If two or more employees have the same plant seniority date, their plant seniority shall be determined by Company seniority. If Company seniority is the same, plant seniority shall be determined by application date.
- (d) Job classification seniority shall be defined as the time employees accrued within that specific job classification.

- (e) Departmental seniority shall be defined as the time employees accrued in all connected job classifications within a line of promotion as shown on the promotional charts in the Job Manual.
- (f) The designation of departmental seniority for seniority purposes shall not preclude the continuance of jobs involving work in more than one department nor the regular, seasonal or temporary assignment of employees in one department to jobs in other departments (including those outside of the Harrison Power Station) for which they are qualified in order to assist or provide work for employees during seasonal or other slack periods. When an employee works in any other job classification or line of promotion, he will continue to accumulate seniority in his regular job classification, but not the classification the employee is temporarily assigned to.
- (g) When a probationary employee comes under the terms and provisions of this agreement, as provided in Article XIX, his seniority shall be determined by retroactive application of the rules of seniority provided in this Article.

## **Section 2. Seniority Rosters**

- (a) Seniority rosters for each departmental group will be posted by the Company on bulletin boards throughout the departments each October 1st. Each roster will contain the names of all employees within the departmental group, arranged by their job classification seniority. Each roster will list those employees, if any, on layoff, leave of absence and on military leave of absence status within the department.
- (b) The Company will provide the Union with the necessary documentation needed to provide an accurate seniority roster.
- (c) Any exception taken to the seniority of an employee as shown on his seniority roster must be made within ten (10) working days of the posting of such rosters. All exceptions shall be reconciled by the Union and the Company within thirty (30) working days of such posting, after which the rosters will be considered accurate as of that date. The posted seniority rosters will then be brought up to date for that year. An employee who is absent during any portion of the ten-day period referred to above may take exception to his own seniority as shown on the seniority roster within ten (10) working days of his return to work. However, the Seniority Roster will not remain open beyond thirty (30) days.

## **Section 3. Promotions**

- (a) The Company will fill line of promotion vacancies by promotion from the ranks of senior qualified employees, prior to hiring others for such purposes.
- (b) Promotion to a vacant job within the bargaining unit will be made from available employees in the next lower job classification in the line of promotion in which the vacancy occurs, based on job qualifications and seniority. Seniority shall be given preference, provided the senior employee in the line of promotion has the necessary qualifications and has been given the opportunity to get those qualifications. In addition to considering the employee's record and past performance, the Company may require the employee to

satisfactorily pass reasonable tests, which may be oral, written or practical in order to determine his qualifications.

- (c) When no qualified employees from the departmental group are willing to be promoted to a higher classified opening, any qualified employee may be assigned to fill the vacancy, at management's discretion. When no qualified employees from the departmental group are available to fill a higher classified opening, the Company will post the job opening and applicable wage rate on Company bulletin boards for a period of ten (10) working days. Before hiring non-employees for the position, the Company will give preference to qualified employees at the Harrison Power Station requesting the job by email and/or hand delivered to the local Human Resources Office, within the ten working (10) days, or by other future means as may be developed by the Company.
- (d) To effectively implement this section, an employee shall be required to document their decision for non-promotion.
- (e) If it should become necessary in making a promotion to bypass an employee's seniority for any reason, the Company will fully discuss the matter with the Union in an endeavor to arrive at an understanding thereon before such bypass is made. In the event of disagreement, the Union may file a grievance.

#### **Section 4. Postings**

- (a) When a vacancy exists in a starting job (the first position within a job classification/line of promotion or "island job") in either an existing or a newly created job, the Company will post a notice on the Company bulletin boards for a period of ten (10) working days. The notice will state the applicable wage rate and will include the Job Specifications with qualifications and the number of openings. Employees who are interested in being considered for the vacancy must email or hand deliver their application to the local Human Resources Office within ten working days. The selection of minimally qualified employees will be made based on plant seniority.
- (b) The Company will have 90 calendar days following the posting period to fill vacancies in jobs, or cancel the posting. Prior to proceeding with the actual transfer of employees, the Company will notify the Union in writing of the following:
  - I. Names of all bargaining unit applicants and their respective Plant Seniority dates, indicating the names of employees who will be transferred.
  - II. The names of additional transferees from non-bargaining unit positions and/or new hires filling the remaining vacancies.
  - III. If an employee who has transferred pursuant to this sub-section elects to return to their former job, in accordance with the terms of section 6 below, the 90 calendar day requirement will no longer apply.

## **Section 5. Transferee Seniority**

An employee who transfers from one departmental seniority roster to another shall continue to accumulate seniority on the roster he was transferred from for a period of twelve (12) months for the sole purpose of returning to the former position as provided in Section 6 or in the event the new position is reduced due to a layoff.

## **Section 6. Return Rights**

- (a) In the event an employee is excused from accepting a promotion or transfer or fails to qualify for a promotion as provided in this Article, it shall have no effect upon his future opportunity for promotion or transfer.
- (b) In the event an employee is promoted or transferred to a different job and within six (6) months the employee proves incapable of holding the new position, the employee shall be returned to their former position without prejudice, subject to the provisions of this agreement.
- (c) In the event an employee is promoted or transferred to a different job, and within ninety (90) days elects to return to their former job, they shall be allowed to do so without prejudice, subject to the provisions of this agreement. The employee will be ineligible to submit any bid for one (1) year from the date the employee is returned to their former job.
- (d) When an employee elects to return to his former job after six (6) months, and such return is agreeable to the Company, his job classification seniority date in the job to which he returns shall be the date of such return. The employee will be ineligible to submit any bid for one (1) year from the date the employee is returned to their former job.

## **Section 7. Incapacitated Employees**

- (a) Any employee who, because of an injury suffered in the course of and arising out of his employment with the Company, cannot in the opinion of the Company physician perform his regular duties but is capable of performing a job in an existing vacant job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. In the event that such placement involves a demotion, such employee will not have his rate reduced but shall not receive any general wage increase unless and until his rate is equal to the maximum rate for the job classification in which he is placed.
- (b) Further, any employee who has completed twenty (20) or more years of service and who, at that time, in the opinion of the Company's physician has become incapacitated during the term of his employment and who cannot perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, in the duties of which he is capable of performing. He shall receive the maximum rate of pay for the job classification in which he is placed, plus a percentage of the difference between his former rate of pay and such maximum for the new job. Such percentage will be twenty five percent (25%) for twenty (20) years of service and increased by five percent (5%) for each additional year of service but not to exceed, in total, ninety percent (90%) of such difference and provided further that he shall receive one half (1/2)

of any general wage increase, but no such employee shall receive less than the appropriate rate for the job he is then performing.

- (c) When an employee who has been off due to industrial injury has been released by his physician for modified duty, and the Company has offered such employee modified duty, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of this initial period, he shall be reviewed, and this process shall be continued with a review at the expiration of each two (2) week period. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. Conversely, if, at the expiration of ninety (90) but no later than one hundred fifty (150) calendar days from his return to modified duty he is unable to resume his regular duties, he shall be treated as incapacitated in accordance with this Section.
- (d) The monthly rate of pay plus amounts, if any, paid for Workers' Compensation, shall not in the aggregate exceed the rate of pay, which he was receiving for the job from which he was transferred, except that he shall not be paid less than the appropriate rate for the job to which he is transferred.
- (e) Article VI of this contract, entitled "Seniority" shall not be applicable when complying with the terms of this Section, and if transferred to a job in the bargaining unit such employee's seniority in the job classification in which he is placed shall be that which he had in the job classification from which he was transferred.
- (f) Any employee who is unable to be placed into an existing job under either paragraph a. or b. of this section shall receive, if he so qualifies, benefits set forth in the terms and conditions of the Long-Term Disability plan.

## **Section 8. Layoffs**

- (a) In the matter of layoffs, seniority of the employees within the affected department will govern.
- (b) The Company shall give one week's notice or one week's pay of forty-hours (40) in lieu of notice to an employee being laid off. An employee intending to resign will give the Company one week's notice. The Company will give the Union at least two weeks' notice in advance of any proposed layoffs and afford the Union an opportunity to discuss the matter fully with the Company.
- (c) If it becomes necessary to reduce the workforce in any job classification, reductions shall be made in the following manner:
  - I. Starting with the job classification in which the surplus exists, the surplus employees will be determined based on those having the least departmental seniority. The surplus employee(s) in order of departmental seniority will first be given the opportunity of exercising any rights they may have under article VI section 6. If no such rights exist, or the employee declines to exercise such rights, then he shall be given the opportunity of displacing any employee in a job of lower classification provided he has greater departmental seniority than the employee being displaced in

the lower job classification and provided he is qualified and capable of performing the work. Employees who are displaced from their jobs by this process will be given the opportunity of displacing employees in lower job classifications in the same manner. Employees who are transferred or demoted (but not laid off) shall retain their seniority in their former job classification and be entitled to fill any subsequent vacancies in such job classification in the inverse order of their transfer or demotion there from without regard to the seniority of employees of lower classification.

II. Any employee who is unable to displace any other employee in his line of promotion and is thereby surplus in the lowest job classification in that department will be given the opportunity, based on his Company seniority, to displace a probationary employee in a starting job for which he can qualify or the employee with the least Company seniority in a starting job which the surplus employee meets the job specifications and qualifications, before he is laid off.

(d) Regular employees that the Company lays off due to lack of work shall retain seniority in their former job classification for a period not to exceed eighteen (18) months from the date of layoff and shall be entitled to fill any subsequent vacancies in such job classification in the inverse order of their layoff. On a subsequent increase of such work force within a period not to exceed eighteen months, laid off employees shall be given an opportunity to return to work in the inverse order of their layoff, if available and able and qualified to return to work before new employees are hired.

### **Section 9. Loss of Seniority**

Employees will lose their seniority under the following circumstances:

- A. Voluntary termination of their employment.
- B. Discharge for cause.
- C. Failure to report after three days of unauthorized absence from work without satisfactory explanation, as determined by management.
- D. When laid off, failure to return within one week after being notified to return by the Company to their previous classification. Notice under this provision shall be by personal call and/or certified mail to the last known address and a mailing to the Local Union.

### **Section 10. Notification of Termination**

The Company will notify the Union, in writing, of any employee who exits the Bargaining Unit. The notification will include the employee's name; former position and date of exit.

## **Article VII Hours of Work**

### **Section 1. Shifts Defined**

Each department has established regular weekly schedules of days and hours of work. Except in cases of emergency, the Company will make no change in a regular schedule. The Company will base such change upon need for revision to address the emergency.

Employees in Operations will work on shifts as scheduled, eat their meals in the job area and relieve each other on the job, ready for work.

Employees not regularly working shift work will normally work eight (8) consecutive hours exclusive of a non-paid 30 minute lunch period, five consecutive days per week. Nothing contained in this agreement shall preclude non-shift employees from working a shift other than day shift, as needed.

### **Section 2. Workweek/Overtime Defined**

The Company's standard workweek is the period of seven (7) consecutive days starting at 12:00 am (0000) on Sunday and ending at 11:59 pm (2359) on Saturday.

The Company's pay period covers two standard workweeks. Payment shall be through direct deposit.

An employee's standard workweek consists of the first forty (40) scheduled hours within a standard workweek. Such hours will be scheduled as five (5) 8-hour days, or four (4) 10-hour days in accordance with Appendix B. When such hours are worked on more than one (1) day, all of such hours shall be considered to have been worked on the day in which the scheduled shift ends.

Overtime work is time worked outside of an employee's basic workday or standard workweek. As an exception, an employee scheduled for two consecutive regular shifts will receive payment of one and one-half times the hourly rate for his second regularly scheduled shift.

### **Section 3. Overtime Calculation**

Payment for overtime work shall be made at the rate of one and one-half (1-1/2) times the hourly rate except as provided elsewhere in this agreement.

For all hours actually worked on an employee's second scheduled day off within a standard workweek, an employee will be paid at the rate of double time. The employee's second overtime day off shall be considered his Sunday, except that when a calendar Sunday is one of the scheduled off days, it shall be considered the double rate day. Only one double time day will be deemed to exist in any standard workweek, except in case of a holiday in a given week.

Payment for overtime work will be computed by multiplying the basic straight time hourly rate, including applicable shift premium and /or Sunday premium by the appropriate overtime factor.

When more than one pay condition greater than straight time occurs at the same time, only the condition that results in the employee receiving the most pay is used.

#### **Section 4. Change of Schedule**

Each employee will be assigned to a regular schedule. Conditions at times require the Company to change the schedule of one or more employees.

- (a) When such conditions arise which require work outside of an employee's regular schedule, the schedule change shall be a full shift of eight (8) hours or more. Changes under this subsection will be for a specific job or for an estimated period of limited duration and the provisions of subsection (b) will apply.
- (b) When the Company deems it necessary to change an employee's scheduled hours of work the company agrees to give not less than thirty six (36) hours' notice of such change prior to the time the said employee is to start work on the new schedule. In the event the Company does not give such notice, the employee shall be paid not less than one and one-half (1 ½) times the employee's straight time rate for the first eight (8) hours under the new schedule if worked.

When the change of a work schedule of a shift employee involves the employee's normal days off, and thirty-six (36) hours' notice has not been given to the affected employee, then said shift employee shall be paid for the two (2) normal off days worked in the first week of the new work schedule on the same basis as if the employee had been called to work on the employee's normal days off.

No premium pay is due to return to the regular schedule.

#### **Section 5. Weekend Equalization/Shift Trades**

- (a) In all operations where assigned schedules include Saturday, Sundays, and holidays, such schedules shall, wherever feasible, be rotated in such a manner to equalize Saturday, Sunday, and holiday work among the employees involved.
- (b) A shift or "day-off" exchange within the same workweek by mutual agreement between employees in the same job classification will be permitted when: (1) it does not require the payment of overtime or change in rate of pay; and (2) approved by the supervisor.

Such revised schedule, if approved, will become the employee's effective schedule for purpose of determining the employee's first and second scheduled days off.

#### **Section 6. Premiums**

- (a) Shift Premium

Effective March 1, 2018 an afternoon shift premium of one dollar and sixty cents (\$1.60) per hour will be paid for hours worked the afternoon shift as defined in Hours of Work in any standard workday.

Effective March 1, 2018 a nightshift premium of one dollar and sixty-five cents (\$1.65) per hour will be paid for hours worked on the night shift as defined in Hours of Work in any standard workday.

An employee must work at least 2 hours into the shift in order to receive the above shift premium.

(b) Sunday Premium

Effective on the date of ratification, a “Sunday Premium” of two dollars and ten cents (\$2.10) will be paid for all regularly scheduled hours worked on a calendar Sunday.

An employee working outside his basic workday or basic workweek on a calendar Sunday will receive no Sunday premium, unless he is replacing an employee who is absent from a regularly scheduled shift, in which case he will receive the Sunday premium applicable to such regularly scheduled work.

**Section 7. Meals**

(a) Meal Entitlement

When employees are required to work unscheduled overtime after their regular or scheduled quitting time, exclusive of the lunch period, they shall be furnished a meal or authorized by the supervisor to obtain a meal or the established amount in lieu thereof. For eight (8) hour schedules, the first meal allowance will be at the 10th hour worked.

For ten (10)-hour schedules, the first meal allowance will be at the 11th hour worked. For twelve (12)-hour schedules, the first meal allowance will be at the 13th hour worked. Employees will receive additional meals at five (5) hour intervals thereafter.

When an employee is informed in advance, but not later than leaving work on the last preceding workday, that they will be working extended hours on the following scheduled workday(s) or they will be working on their scheduled day off, they shall furnish their own meals. If an employee works past these previously scheduled extended work hours, they shall be entitled to a meal as specified above.

(b) Meal Reimbursement

When an employee is entitled to a meal that is not furnished by the Company, they will receive up to a \$15 meal allowance. In all cases where an employee is entitled to a meal, the employee will pay for said meal and apply to the Company for the reimbursement. The reimbursement will be provided as soon as practicable following application for reimbursement.

(c) Meal Allowance

If an employee is neither furnished a meal by the Company nor authorized to obtain a meal, as provided above, they will be given the established amount of \$15 in lieu thereof.

**Section 8. Holidays**

The Company observes the following holidays:

New Year's Day	Independence Day	December 24th
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	

When December 24th occurs on a Friday, Saturday, or Sunday, employees will be granted one additional paid absence day (PAD) in lieu of the observed holiday. If during the first calendar year of employment, December 24th occurs on a Friday, Saturday, or Sunday, only employees hired during the year prior to December 1st will be granted one additional PAD in lieu of the observed holiday.

- (a) When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday or on the following Monday at the Company's sole discretion.
- (b) Unless otherwise stated in this agreement, employees not required to work, as determined by Management, on a holiday which falls on what would have been a scheduled working day, shall receive eight (8) hours' pay at straight-time rate. When receiving the rate of pay for a higher classification on the workdays preceding and following a holiday, the same rate of pay shall be applied for the holiday. Shift employees shall be paid eight (8) hours for a holiday at straight-time rate if such holiday falls on a scheduled day off.
- (c) Unless otherwise stated in this agreement, an employee required to work on a holiday shall receive holiday pay for eight (8) hours at straight time rate. For the purpose of determining holiday pay, the holiday shall be the shift that the employee was scheduled to start work during the twenty-four hour period. An employee whose scheduled day off falls on a holiday, will be assumed to have the same schedule on the holiday as their last schedule preceding the holiday.

In addition to holiday pay, all employees receive:

- i One-and-one-half times straight time rate for all hours worked which are within their regularly scheduled work period.
  - ii Two times straight time rate for all hours worked which are considered outside of their regularly scheduled work period.
- (d) An employee must be at work or be excused from work (including approved Union business) the day before and the day after the holiday in order to receive holiday pay. An employee off due to an excused illness or injury the day before and/or the day after a

holiday will receive sick pay but not holiday pay. Employees on unpaid leave of absence or not at work receiving Workers' Compensation benefits will not receive holiday pay. An employee having an unexcused absence from his scheduled shift immediately preceding or following an observed holiday will not be paid for the holiday.

- (e) When a paid holiday occurs during an eligible employee's vacation week, the employee shall receive an additional vacation day off with pay. The additional day off will be the employee's last scheduled workday preceding or their next scheduled workday following the vacation or a date subsequent to the holiday if the employee makes a request and it is approved by the Company.
- (f) When an employee's scheduled shift includes hours which are worked on a holiday and another calendar day, such holiday pay will be the shift in which one-half (1/2) or more of such hours are scheduled on said holiday.
- (g) During a holiday week, all employees working a four-day, ten hour schedule, shall revert to a five-day, eight hour schedule.

## **Section 9. Overtime and Callout**

- (a) The Union for and on behalf of itself, its officers, and its members, for whom it is the collective bargaining agent, agrees that such employees will work overtime when requested by the Company and will respond promptly when called out for special or emergent work.

A callout occurs when an employee, while off duty, is requested to respond promptly for special or emergent work before the beginning of his/her next regularly scheduled shift, but shall not include any time while an employee is on Company premises and is waiting for the beginning of his next regular shift.

Planned or pre-scheduled overtime is time worked outside of an employee's regularly scheduled working hours. The Company will notify employees concerning planned or pre-scheduled overtime as far in advance as reasonably possible.

- (b) Overtime work shall be equitably distributed by the Company among qualified employees who are reporting at the location, insofar as it is practicable to do so. The Company will not be required to call out employees when others are already on duty or to break up normal crew groupings. The method of distribution based on the number of paid hours, hours worked or the number of overtime assignments or a combination of the three will be worked out in each department, section or location between the Union and the Company. Records of such overtime will be kept by the Company and posted at regular intervals at the respective regular fixed reporting points. The record posted shall be considered as correct unless a question regarding the credits as posted on the overtime roster is raised by an affected employee with his supervisor within forty-eight (48) hours of its posting. If the affected employee is absent from work during any portion of the forty-eight (48) hours, he/she may question the overtime record as posted within forty-eight (48) hours of his/her return to work, not to exceed fifteen (15) calendar days from the date of posting.

- (c) Nothing in this Section shall require the calling of any employee for a job for which he is not qualified nor the taking of an employee off a job which he is doing and which requires overtime work of a few hours' duration in order to give said overtime work to another employee; provided further, that any employee who refuses to work overtime will be charged for such overtime for the purpose of maintaining a proper sequence or rotation on the Overtime Agreement List. Distribution of overtime in accordance with the Overtime Agreement List will constitute equitable distribution of such overtime work.
- (d) As determined by the Company, an "on call crew" of two (2) or more qualified employees may be established in each department and/or section. Employees assigned to the "on call crew" shall rotate on a weekly basis and such weekly rotation shall be considered as equitable distribution of overtime, unless the Company and the Union agree otherwise. Employees on such "on call crew" shall have the right to trade with other qualified employees. It shall be the responsibility of the employee to arrange such trade and notify the appropriate supervisor when such a trade is made.
- (e) Where an error is made by supervision in the administration of the Overtime Agreement List, or callout system used in lieu thereof, and an employee is thereby denied a callout, the Company will arrange for that employee to work an equal amount of overtime hours within the next fourteen (14) days to equalize his hours and compensation, if the employee so chooses.

#### **Section 10. Double Time After 16 Hours**

When an employee has completed sixteen (16) hours of work out of the previous twenty-four (24)-hour period without at least eight (8) continuous hours of rest, and he is required to continue working, he will be paid at the rate of double time for all time worked beyond sixteen (16) hours.

#### **Section 11. Minimum Callout**

When employees are called out to perform emergent work, they shall be compensated for such emergent work at the appropriate overtime rates and shall be paid from the time they arrive at the reporting location, for such callout, but in no event shall they be paid for less than three (3) hours at such overtime rate. When any part of such emergency callout time overlaps the normal starting time of their regular workday or shift, the overtime compensation for callout shall be in lieu of the straight-time rate for such normal working time up to the minimum of three (3) hours. When overtime is paid for normal working hours due to overlapping of time as above, such overtime shall not affect the payment of overtime after the expiration of the normal workday.

#### **Section 12. Resource Sharing**

At times, the Company may have a need to require Harrison Power Station employees to work at other locations. The concept of resource sharing establishes the basis by which the employee will report directly to the required work location. The intent of resource sharing is to reduce costs and increase the competitive position of the Utility.

- (a) For determining traveling time and expense chargeable to the Company, the Harrison Power Station is the reporting location.
- (b) For Harrison employees traveling ten or more miles but not further than sixty miles from the employee's regular reporting location, such employee shall be entitled to a mileage allowance at the IRS rate per mile based on the distance between the temporary reporting location and the regular reporting location.
- (c) Harrison employees, traveling to other Generation facilities requiring an overnight stay shall be entitled to the applicable IRS per diem (current GSA CONUS) for all expenses for each scheduled day that an employee works or stays overnight to cover transportation expenses, tolls, lodging, meals, travel time and any other out of pocket expense. Upon request, the Company will assist an employee in arranging for lodging.
- (d) When employees travel to non-Company facilities, the Company and Union agree to discuss the terms and conditions under which such assignment may be filled and the travel compensation applicable to such assignment.

On any assignment requiring the use of a temporary reporting point, the Company shall make such assignment to employees currently working at the Harrison Power Station based on qualifications, as determined by the Company. If more than one employee possesses the qualifications, those employees will be given the opportunity to volunteer beginning with highest departmental seniority. If there are no volunteers, assignments will be made beginning with lowest departmental seniority.

The Company will not assign employees to report to any locations where employees are on strike.

## **ARTICLE VIII**

### **Paid Absence Days (PAD)**

#### **Section 1. Annual Allotment**

A full-time regular or probationary employee (with six (6) months or more of continuous service) who is on the Company's payroll as of January 1st in a calendar year and who has performed the duties of their job for at least one scheduled work day on or after January 1st, will be entitled to four (4) Paid Absence Days (PADs) (32 hours) during the calendar year. In those years when December 24th occurs on Friday, Saturday, or Sunday, employees will be granted one additional PAD in lieu of the observed holiday. Such a day may be the workday preceding or following a holiday or vacation but may not be used as a substitute for a day when an employee is not entitled to any compensation. Such days must be scheduled by December 1st. Any PADs not used by December 31st will be lost and no compensation will be paid in lieu thereof.

**Section 2. PAD Approval Process**

Employees may request up to two (2) of their PAD days, in full day increments, at least 1 hour prior to the start of their shift. The request for the remaining PAD days must be made no less than seventy two (72) hours prior to the requested day. The granting of said request shall be subject to the work requirements of the department, the availability of substitutes, and the approval of the employee’s immediate supervisor. Where seventy two hours’ notice is not provided, the consent shall be solely within the discretion of supervision. In emergency situations, where such notice is not provided, the Company will make reasonable attempts to accommodate the employee’s request. The employee shall be given a copy of such paperwork either approving or denying such request. PADs may be taken in whole days or increments of two-hours.

**ARTICLE IX  
Vacation Paid Absence Days (VPAD)**

**Section 1. Eligibility**

VPADS shall be granted to regular full time employees in accordance with and subject to the conditions set forth below.

**Section 2. Annual Allotment**

VPAD’s are provided based upon whole years of service (completed as of January 1st). VPAD’s are granted to employees annually on January 1, in accordance with the chart below:

<b>Vacation Paid Absence Days (VPAD’s)</b>	<b>Earned VPAD’s (in hours)</b>
Whole years of service at end of prior Calendar Year	Jan. 1
Less than a year	After 6 months = 40
	After 12 months = 80
1-4 Years	80
5-13 Years	120
14-23 Years	160
24 Years or more	200

**Section 3. Grandfathered Allotments**

Employees as of January 1, 2015 who presently are eligible for 200 or 240 hours of VPAD’s will maintain their current allotment of hours.

**Section 4. Deferral of VPAD’s**

Employees can defer up to two weeks (80 hours) of unused VPAD’s to the following calendar year. If the deferred VPAD’s are not used prior to December 31st of the following year, they will be forfeited without compensation.

## **Section 5. Unused VPAD's**

Employees who terminate employment for any reason including retirement, will not be compensated for any unused, accrued (current year) or deferred (previous year) VPAD's.

## **Section 6. Usage**

A week of vacation shall consist of seven (7) consecutive days, for which the employee shall be paid their regular weekly wage at their regular straight time hourly rate of pay. VPAD's are charged on an hour for hour basis i.e. an employee taking a full VPAD is charged with 8 hours vacation when working an 8-hour shift and 10 hours when on a 10-hour shift etc.

## **Section 7. VPAD Approval**

VPAD's will be granted insofar as practicable in accordance with the desires of the employees in the order of their seniority. At its discretion, the company reserves the right to deny VPAD's to employees in order to ensure orderly operation and adequate staffing.

## **Section 8. VPAD Selection**

Vacation schedules shall be posted by November 1st. All choices of VPAD's must be indicated by January 1st of each year. Each employee will, in order of plant seniority within their crew, and in operations, by plant seniority within their classifications be given a limited time, which, under normal circumstances, shall not be more than three days in which to exercise their seniority rights in each choice of VPAD's. If no choice has been indicated in the time allotted, or if the employee subsequently desires to change their VPAD's, the employee loses their right of prior choice but may choose from the remaining time available after other employees have had an opportunity to make a choice.

## **Section 9. Exercise of Seniority**

When VPAD's are divided into more than one period, seniority can be exercised in the second choice only after all other affected employees have had the opportunity to make a first choice, and seniority can be exercised in a third choice only after all other affected employees have had the opportunity to make a second choice and so on.

## **Section 10. Single Day Usage**

An employee shall be entitled to use no more than ten days (80 hours) of their VPAD's in increments of one day. Such use shall be permitted only on approval of their supervisor and with notice of at least seventy two (72) hours prior to the date desired to be used as a VPAD. However, because of extenuating circumstances, a day of VPAD time with less than seventy-two (72) hours' notice may be approved by the employee's supervisor. An employee who has scheduled a full week's worth of VPAD's will be given preference over an employee who requests one whole VPAD, regardless of seniority. The Company reserves the right to limit the number of employees who can be off work on any specific day.

### **Section 11. 4 Hour Increments**

An employee with three (3) weeks or more of VPAD who has exhausted his PAD days may use up to two (2) VPAD days in four (4) hour increments with seventy-two (72) hours' notice and supervisory approval.

### **Section 12. Illness during VPAD's**

Should an employee be on sick leave prior to the start of their scheduled VPAD(s), they may be permitted to change the scheduled VPAD(s) to a subsequent date, which will not conflict with another employee's vacation. Consideration of requests for such changes is contingent upon prompt notice and proof of illness to the employee's immediate supervisor.

Once started, vacations will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his vacation spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.

### **Section 13. Bereavement during VPAD**

Should an employee have a death in the family, which would entitle them to funeral pay, and notice is received by the Company prior to the start of any single week of scheduled VPAD's, such week of VPAD's will be rescheduled to a subsequent week.

## **ARTICLE X Excused Absences**

### **Section 1. Full Time Employment**

The Company agrees that all employees covered by this agreement will be furnished full-time employment of forty (40) hours per week, except as modified by a twelve (12)-hour schedule pursuant to Article VII and Appendix B. Which, when combining the thirty-six (36) hour week and the forty-eight (48) hour week schedule, will be considered to have met this provision, provided they report for work and are in condition to perform their work. This is not to preclude layoffs upon proper notice as provided in Article VI, hereof.

### **Section 2. Bereavement/Jury Duty/Rest**

In addition to excused absences, with pay, for holidays, sick leave and vacations provided elsewhere herein, the Company agrees to permit excused absences with pay as follows:

**(a) Death in the family**

To attend the funeral of and/or take care of the affairs of a deceased member of the employee's immediate family living in his/her home, or if the deceased was the employee's father, mother, legal guardian, father-in-law, mother-in-law, brother, sister, child, or stepchild, paid time off for up to three scheduled working days will be granted.

Paid time off for one scheduled working day will be granted to an employee in order to attend the funeral of the employee's grandparent, grandchild, daughter-in-law, or son-in-law who was not living in the employee's home.

**(b) Jury Duty/Witness**

An employee serving on jury duty or subpoenaed to appear locally (within the Company's service territory) as a witness, or in deposition, in court, or any other body empowered by law to compel attendance of witnesses by subpoena, will be excused with pay, at the regular straight time rate for time lost during his/her regularly scheduled basic workweek while in attendance for such service. The employee so serving as a juror or appearing as a witness will spend as much time on his/her regular job as he/she possibly can. If the employee is excused from jury service or witness appearance the employee is to report to work for the balance of the workday. If an employee is a party litigant, whether Plaintiff or Defendant, he/she will not be entitled to any pay for time away from work (This does not exclude an Employee's access to vacation time or paid absence days). No deduction will be made from his pay for any pay received by him from the Government for such service, but the Company will require him to show his pay voucher in order to establish the period of such excused absences.

**(c) Rest Period**

Upon release from duty, an employee, who has worked sixteen (16) or more hours in the preceding twenty-four (24) hour period, shall be entitled to an eight-hour rest period before returning to work. In those situations where less than 36 hours' notice is given for a schedule change that causes an employee to work 16 hours in the preceding 24-hour period, the first 8 hours of the schedule change will be paid the applicable rate per Article 7, section 4 of the Collective Bargaining Agreement. For rest pay purposes the first day following a schedule change with less than 36 hours' notice shall be considered the employees basic work day. If any part of said rest period extends in to such an employee's basic work day, such remaining rest time in such employee's basic workday shall be compensated at their regular classified straight time rate.

If any part of said rest period extends into such an employee's basic workday, he shall lose no time thereby, and he is to report for duty at the expiration of said rest period if it falls within their basic workday unless otherwise excused.

If any part of said rest period extends into such an employee's basic workday, and he is required to work during said rest period, all such time worked during their basic workday, shall be compensated at double their classified straight time rate.

## **ARTICLE XI**

### **Wages**

#### **Section 1. General Terms**

The wages set forth in the tables attached hereto and designated "Appendix A", which shall become effective March 1, 2018 and shall continue in effect thereafter from year to year.

Employee wages will be determined in accordance with the plan of wage administration, the wage schedule in effect, and the terms and conditions of this Agreement.

#### **Section 2. Wage Tables**

The schedule of job classifications hereinafter set forth indicates the job title, labor grade and minimum starting steps for each departmental group. The hourly wage schedules hereinafter set forth indicate the progression steps within the wage ranges for each job classification. Employees currently receiving a rate higher than those set forth (Appendix A) will not be reduced, as long as they remain in their current classifications.

#### **Section 3. Rates/Incentive Compensation**

- (a) When an employee is promoted, or is upgraded to higher rated work, they will receive the starting rate for the new job, except where he is already receiving a rate equal to or in excess of said starting rate. In such event, he will receive an increase sufficient to bring him to the progression step in the new job next above his old rate, but not higher than the maximum rate for the new job. As an exception to the above, if any employee has worked at the maximum rate for his classification for a period in excess of two (2) years, when promoted or upgraded to a new job in the same line of promotion he shall receive an extra pay step in the new job, if this additional step is not higher than the maximum rate for the new job. When an employee is transferred to a job in a different line of promotion, the Company will consider previous experience and qualifications in determining the appropriate step in the new job at which the employee will be placed. In cases of temporary assignment to higher rated work, the employee will revert to their old rate upon conclusion of such assignment. An employee assigned temporarily to work carrying a lower rate of pay shall have no reduction in his classification or rate of pay during such temporary assignment.
  
- (b) Progression to the next progression step and commensurate rate of pay between minimum and maximum, inclusive, will be after each 1/3 of the TPE's and any applicable review boards for the classification have been completed. Reviews will be considered at least within each six (6) months (or in the case of upgrading for each one thousand and forty (1040) hours of such assignment). If a review by his supervisors, which shall be made prior to the expiration of each such six (6) months interval (or in the case of upgrading for each one thousand and forty (1040) hours of such assignment), indicates that the employee's

development, measured by demonstrated performance and ability, has been satisfactory, an increase to the next progression step will be made, effective on the day following the expiration of the particular six (6) months interval (or in the case of upgrading on the hour following the expiration of one thousand and forty (1040) hours of such assignment); and this procedure shall be continued until the employee's rate is the maximum rate for his job.

- (c) Higher classification work in the bargaining unit will be offered to the senior qualified employee(s) who normally works at the Harrison Plant or work area and is immediately available at the time the need for such assignment arises. If, however, such senior employee(s) declines such work, then the junior qualified employee(s) selected by supervision, who is immediately available at the time the need for such assignment arises will be assigned to perform the work. Higher classification assignments in the bargaining unit will be used as needed for the replacement of employees absent for reasons covered by this agreement.
- (d) Members of Local 304 will be eligible to participate in the FirstEnergy Corp. Employee Incentive Compensation Plan in accordance with the terms and conditions of the Plan document beginning with the plan year 2014.

#### **Section 4. Job Revisions**

- (a) In the interest of obtaining improved service, better operations, or lower costs, Management may make changes in equipment, operations, the organization of work, or the qualifications for any job, and it is understood that this is a proper function of Management.
- (b) When any such change requires revision of the job description (e.g. duties and responsibilities), the Company will furnish to the Union copies of such revisions at least 45 days prior to putting the change in effect and will discuss them with the Union, if so requested.
- (c) The wage rate ranges for any newly created job classifications, or for existing job classifications with revisions to job descriptions or qualifications resulting from any such change, and the seniority of any employees who may be affected by such revisions, will be negotiated by the Union and the Company. The new or revised job may be placed in effect 45 days after notice is given, as provided above, and any wage rate determined for any new or revised job shall apply retroactively to the date the new or revised job was put into effect.
- (d) If the Union and the Company are unable to resolve the seniority of employees directly affected by such revisions within the forty-five (45) day discussion period, the Union will submit its determination of the seniority for promotion, demotion, layoff or transfer purposes, of each such employee within ten (10) days thereafter in writing to the Company, and such seniority shall become effective when received by the Company. The seniority so fixed shall be consistent with seniority as defined in Article VI, and if the Company believes it has not been so established, the question may be determined under the grievance procedure. If the Union does not submit its determination of seniority, then the seniority as established by the Company will become and remain in effect.

## **Section 5. Progression/Qualifications**

- (a) Each employee will be eligible to progress to the next step within their classification only upon demonstrating established qualifications as determined by the Company applicable to each step. The Company shall determine qualifications for each job classification as well as the requirements for associated training. The Company may alter training requirements based upon, but not limited to, the introduction of new equipment, processes or policies. The Company shall provide the Union notice prior to implementing any such changes.
- (b) The Company shall determine the number of positions to fill at any given time for job classifications with a Master designation. Promotion to vacancies for Master level positions will be awarded to the most senior qualified bidder. Qualified bidders are those employees who have achieved the highest step preceding the Master designation.

## **Section 6. Automatic Open Progression (Operations-Production)**

- (a) Once an employee has completed the necessary reviews for progression to the maximum step for his or her respective job classification, the employee may continue working toward completing the necessary reviews for progression to the next classification in his or her line of progression within operations, in accordance with the existing practices at the Harrison facility.
- (b) Automatic Progression is applicable for the following classifications only: Power Plant Attendant, Power Plant Operator, and Senior Power Plant Operator. There will not be automatic progression into the Control Room Attendant Position, in accordance with the existing practices at the Harrison facility.

## **Section 7. Cross Training**

- (a) To be eligible for placement in another line of progression, an employee must have obtained the proper qualifications for the classification they wish to change to on their own time.
- (b) An employee determined to be cross-trained on the date of ratification (Appendix C) shall be considered qualified for the minimum step within the Maintenance classification.
- (c) When an employee is promoted into a higher job classification, they will be placed at the step, which is commensurate with their qualifications.
- (d) The Company shall determine the qualifications of any employee that transfers into the unit from another work location and the step placement of such employee.

## **Section 8. Completion of Training**

All newly hired employees must complete all training for their classification within 18 months and must be making reasonable progress in completing requisite training throughout the 18 -month period, provided they have been given the opportunity to complete such training.

### **Section 9. Cross Bidding**

- (a) Employees may bid into any classification provided they have the established qualifications for the classification they bid into. Employees will be responsible for obtaining these qualifications either through completion of elective training options and/or on their own time unless considered to already be minimally qualified based upon previous cross training status (Section 7 above).
- (b) Following transfer or promotion into another classification, employee's must make reasonable progress in completing requisite training, provided they have been given the opportunity to complete such training. If the employee fails to complete or make reasonable progress, they will be subject to retrogression to their previous job classification.

### **Section 10. Requalification**

All employees are subject to periodic re-qualification. Failure to re-qualify will result in the employee being subject to re-training and/or retrogression to the next lower step.

### **Section 11. Staffing**

The setting forth of jobs in the schedule of job classifications shall not be construed as a requirement on the part of the Company to fill such jobs, or to establish and maintain quotas of personnel in such jobs.

### **Section 12. Cross Training Wage Adder**

- (a) Employees deemed to be cross-trained shall receive the cross training wage adder (Appendix "C") to their straight time hourly rate, for all hours worked during their shift, under the following conditions:
  - i. While performing maintenance work, outside of their normal job duties and responsibilities, when assigned by Management.
  - ii. Someone cross trained in maintenance, working on shift, where there is no maintenance coverage.
  - iii. Employees that fail to successfully re-qualify for their cross training skill will be removed from the list and ineligible for the cross training adder until such time that they successfully re-qualify as determined by the Company.

- (b) Employees not listed in Appendix C at the time of ratification may voluntarily elect to obtain the minimum qualifications of the Maintenance classification on their own time, and remain in their present classification.
- (c) Cross-trained employees are eligible for overtime assignments in their cross-trained classification(s) after all qualified members of the classification in question have been extended the opportunity to work. The cross training adder is subject to all applicable overtime increases.

**Section 13. Mechanic B Position**

- a) Must be incumbent in a position at Harrison Power Station as a regular employee in the Operations Department.
- b) There will be a maximum of two (2) Mechanic B positions.
- c) The starting pay will be labor grade 1A, step 1 pursuant to Appendix A.
- d) Upon completion of all TPE’s and applicable review boards for the classification the employee will be considered to be minimally qualified to bid on open Mechanics positions.

**ARTICLE XII  
Sickness and Injury Benefits**

Benefits shall be available to all full-time regular employees in the bargaining unit who are absent from work because of illness or injury in accordance with the following terms and conditions.

**Section 1. Non-industrial Illness or Injury**

An employee who is absent from work due to illness or injury (excluding any injury suffered by an employee while in the course of gainful employment for some employer other than the Company) shall be paid his normal straight time rate, less appropriate deductions for taxes, for all regularly scheduled hours during such period or periods of absence but not in excess of the regularly scheduled hours contained in the maximum number of hours for any one calendar year as provided by the following table:

<b>Years of Credited Service</b>	<b>Hours at 100% pay / 50% pay</b>
½ to 1	87/0
1 – 2	87/87
2 – 3	130/130
3 – 4	173/173
4 – 5	217/217
5 – 6	260/260
6 – 7	303/303
7 – 8	347/347

8 – 9	390/390
9 – 10	433/433
10 – 11	477/477
11 – 12	520/520
12 – 13	563/563
13 – 14	607/607
14 – 15	650/650
Over 15	693/693

Sick time is charged on a per hour basis against sick pay allowance. Application of sick pay is based on calendar year period.

Increases in sick allowance become effective at the beginning of the pay period in which the employment anniversary occurs, unless the employee is off work without pay. If off work without pay on the employment anniversary, employee is not entitled to increases in sick allowance until the employee returns to work for at least 8 consecutive hours

At no time will an employee be entitled to more sick days, for any calendar year period, than provided for in the table above.

Benefits payable to employees under this section will be reduced by the full amount of primary Social Security Disability benefits that the individual is entitled to receive.

An employee who is confined as an in-patient in the hospital on the first day of absence will be paid benefits beginning the first day of such absence.

Beginning January 1, 2015 and during each calendar year period thereafter (January 1 to December 31) an employee shall be paid sick pay beginning with his/her first day off sick on no more than his/her first three specific illnesses or injuries, except when illness or injury is of an occupational nature and employee is entitled to receive Workers' Compensation. After the first three specific illnesses or injuries, an employee shall be paid sick pay beginning with the 25th consecutive hour off as determined by his/her normal working schedule. Beginning with the 25th consecutive hour, the employee will be paid in accordance with the schedule shown above.

**Section 2. Industrial Illness or Injury**

An eligible Employee's Sick Pay benefits may be reduced by any Workers' Compensation benefits received.

The wage allowance made by the Company to a regular full-time employee during such periods of disability due to an industrial illness or injury represents the difference between his sick time allowance and the amount he receives as workers' compensation benefits. The receipt of the sick pay supplement is voluntary and will be deducted from the

employee's sick leave entitlement if the employee chooses to receive the supplement during the period of the Industrial Illness or Injury.

### **Section 3. Eligibility**

Employees are eligible to participate in the plan based on the attainment of full time employment status.

### **Section 4. Accumulated Service Defined**

“Accumulated service” shall include all time during which the employee was on the Company's payrolls, including time spent in the Military Service of the United States of America and authorized leaves of absence. In case of layoff the employee, upon recall, shall, if recalled within twenty-four (24) months from the date of his layoff, be deemed to have accumulated service during the layoff period. Except by reasons of Military Service or authorized leave of absence, any employee who terminates or has previously terminated his employment with the Company of his own volition or who is discharged for good and sufficient reasons or has previously been discharged for good and sufficient reasons, shall, for sickness or injury benefits, lose credit for all employment prior to such termination of employment or discharge.

### **Section 5. No Accumulation of Benefits**

No benefits hereunder shall accumulate from one (1) service year to another.

### **Section 6. Effect on Wage Increase**

An employee will not receive any general wage increase or upgrade rate of pay while absent because of sickness or injury.

### **Section 7. Reporting/Documentation Obligation**

An employee who becomes ill or injured is eligible for sick pay allowance provided that;

- (a) Satisfactory assurance of inability to work due to an illness or injury is presented as required. The employee must present evidence that his absence from work was due to sickness or injury received outside his regular employment. For every such absence from work of three (3) regularly scheduled work days or more, an employee must furnish an attending physician's certificate, or other such proof of receiving medical attention, which includes the nature of the injury or illness, and necessity for the absence, work restrictions or limitations, and estimated return to work. The Company may also require verification of receipt of medical attention when the number of occurrences exceed two (2) in a rolling twelve (12) month period. \*
- (b) Cause of absence is reported before the end of the first scheduled workday absent. If possible, employee reports off prior to or within the first hour of the employee's scheduled workday.

- (c) Remedial measures commensurate with disability are taken
- (d) Examination by authorized medical examiners and inquiry by appropriate company representatives are conducted, as required, to ascertain employee's condition.

(\*Occurrences will refresh January 1, 2018 for Doctor slip purposes)

### **Section 8. Willful Conduct**

Benefits will not be paid for any sickness or injury attributable to the use of drugs, intoxication, willful conduct, or for any injury sustained by an employee in commission of a crime or violation of law.

### **Section 9. Abuse of Benefits**

All privileges and benefits available under this Section may at any time be withdrawn by the Company in any case where they have been abused. The foregoing shall be in addition to any other discipline, including termination that may be imposed because of such abuse.

## **ARTICLE XIII Pensions**

### **Section 1. Pre 2015 Employees**

Employees in the Allegheny Energy Retirement Plan ("AYE Pension") will continue to participate in that plan through December 31, 2014 at which time a participant's – "N", "J" and, if appropriate, "G" benefits will be frozen except as noted in Section 2. For any service and earnings beginning on or after January 1, 2015, these employees will accrue a retirement income benefit under the terms of the FirstEnergy Corp. Master Pension Plan, as restated on January 1, 2007 ("FE Pension"); and more specifically in accordance with the Plan's Final Average Total Pay (FATP) provisions. All eligible years of service with Allegheny Energy will be credited as years of eligible service under the FE Pension. The FE Pension is incorporated herein by reference.

### **Section 2. Allocation of Split Benefits**

Upon retirement, eligible former Allegheny employees' retirement benefit will consist of two parts. The first part of the benefit will be, if accrued under the terms of the AYE Pension, an Allegheny benefit based on the larger of the frozen benefit amount or, if an employee continuously employed from February 28, 2011 through December 31, 2014, an amount determined using the Allegheny "N" and "J" formulas adjusted to reflect frozen benefit service as of December 31, 2014 and Allegheny pay earned after December 31, 2014 while a FirstEnergy employee. The second part of the benefit, if accrued under the terms of the FE Pension, will be the FATP benefit which

will be based on the FATP formula using post December 31, 2014 FirstEnergy service and earnings.

The continuance of the FE Pension as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Taxes Purposes of the costs of the Plan and the continued tax-exempt status of the income of the Trust Fund and such Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Plan into conformity or compliance with applicable governmental regulations; nor shall the Plan as so amended be subject to demand for change or addition to or negotiation by the Union until sixty (60) days preceding expiration of this Agreement.

### **Section 3. Post 2014 Employees**

Employees hired or rehired on or after January 1, 2015, will become participants in the FE Cash Balance Pension Plan and will begin to accrue a pension benefit for any service or earnings beginning on or after January 1, 2015, in accordance with the Plan's provisions.

## **ARTICLE XIV Flexible Benefits Plan**

### **Section 1. Flexible Benefits**

The Company will have in effect a Flexible Benefits Plan to provide for Medical, Prescription Drug, Vision Care, Dental Care, Basic and Supplemental Group Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Family Accidental Death and Dismemberment Insurance, Long Term Disability and Flexible Spending Accounts, as outlined in the FirstEnergy Employee Compensation and Benefits Handbook. The Company will also have in effect a Business Travel Accident Insurance, Adoption Assistance Program, Military Leave of Absence and Catastrophic Assistance Program and Part-time health care subsidies which are also outlined in the FirstEnergy Employee Compensation and Benefits Handbook. Except as otherwise specified in this Agreement, participation in the Flexible Benefits Plan as well as the other plans identified above will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, as amended by the Company from time to time. Employees will have the option annually to enroll or re-enroll into various options subject to certain provisions contained herein. New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.

### **Section 2. Medical and Prescription Drug Plans**

The terms and conditions of the Health Care Plan applicable to eligible employees will be established by the Company and on the same basis as all FirstEnergy non-bargaining unit employees, subject to the provisions of this Agreement. An employee will pay the same employee contribution for Medical and Prescription coverage as FirstEnergy non-bargaining unit employees and as communicated during the annual Flexible Benefits enrollment period. The respective maximum percentage of such employee monthly contribution rate will not be changed (except as set forth below in this Article). The amount of the monthly contribution rate will be calculated by applying the applicable percentages to the actuarially projected cost of each plan design and coverage tier for the upcoming plan year. If requested, the Company will provide the union with relevant information that is required to confirm the monthly contribution rates.

Effective January 1, 2014 through December 31, 2016, the Company shall provide as its base plan (“Base Plan”) the PPO 750/1500 and the Rx 100 prescription plan according to the following tables:

**Base PPO Plan**

	In-Network	Out-of-Network
Deductible	\$750/\$1,500	\$1,500/\$3000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$3,500/\$7,000	\$6,500/\$12,500
Office Visit	Subject to deductible and coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Lifetime Maximum	None	

**Rx Base Prescription Plan**

Retail	\$100 individual/\$200 family max. deductible
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	70% coinsurance; \$5/\$15/\$30 min1, \$100 max. 30-day supply with one refill Generic Drug Rule Applies
Mail Order	Generic - 80% coinsurance; \$12.50 min Preferred (Formulary) - 75% coinsurance; \$37.50 min Brand Name – 75% coinsurance; \$75 min, \$200 max. 90-day supply with three refills Generic Drug Rule Applies
Other Provisions	Mandatory Mail Order after one refill.
Out of Pocket Maximum	\$3,000 individual/\$6,000 family annually maximum combined retail and mail. Out of network – No limit

Generic, Preferred (Formulary), Brand Name

Note: While the Base plan is currently in compliance with the Affordable Care Act; the Company has the right to make changes to the plan which are required to ensure compliance with the Act in 2015 and 2016. Effective January 1, 2017 the Company shall provide as it's "Base Plan" the Enhanced High Deductible Plan as set forth below.

**2017 Enhanced HDHP\***

	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	\$1,350/\$2,700	\$2,500/\$5,000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$4,500/\$9,000	\$8,500/\$17,000
Office Visit	Subject to deductible and coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance	Subject to deductible and coinsurance

	(\$250 co-pay if not a medical emergency)	(\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Prescriptions	Subject to deductible and coinsurance Mandatory Mail Order after one refill. Generic Drug Rule Applies	Subject to deductible and coinsurance Mandatory Mail Order after one refill. Generic Drug Rule Applies
Lifetime Maximum	None	

\* The deductibles and out-of-pocket maximums of the Enhanced HDHP are designed to qualify the plan as an eligible high deductible health plan for purposes of offering a Health Savings Account. The IRS determines these guidelines which may index over time. For 2018, the minimum deductible is \$ 1,350 single/\$2,700 family; the maximum out-of-pocket maximum is \$6,650single/ \$13,300family.

The remaining options under the Medical Plan applicable to eligible employees shall be established by the Company and on the same terms and conditions as are applicable from time to time for certain FirstEnergy bargaining and all non-bargaining unit employees, subject to the provisions of this Agreement.

Effective January 1, 2017 each regular full-time employee will pay a maximum of 20% of the cost of appropriate level of coverage for him/herself (employee only) and 30% of the cost of coverage providing the appropriate level of coverage for their spouse, employee plus children, or family (i.e. a maximum of 30% of the difference between the cost of single coverage and the dependent coverage selected by the employee).

It is also agreed that if the Union elects coverage under the Company's Base Medical and Prescription Drug Plan, and a regular full-time employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug Plan, then the additional cost will also be paid by the employee. This does not preclude the Company from changing the provisions or discontinuing the offering of any medical or prescription drug plan, at any time during the term of this Agreement.

### **Section 3. Dental and Vision**

An employee electing to participate in the dental and supplemental vision plan shall pay 100% of the cost of such plan. However, at its sole discretion, the Company may subsidize a portion of the cost of the dental plan.

#### **Section 4. Healthcare**

Additionally, all employees who retire during the term of this contract will participate in the Company's Basic Retiree Life Insurance plan, as amended by the Company from time to time. Beginning with the medical plan year of 2015 and each plan year thereafter, for those employees who are enrolled in one of the Company's High Deductible health care plans, the Company agrees to deposit, into the employees' health savings account, \$500 for an individual with single health care coverage and \$1,000 for an individual enrolled in any of FirstEnergy's other tiers of health care coverage in the above referenced plan years. For those employees who are not enrolled in a FirstEnergy High Deductible Health Care plan, the Company will contribute into the employees' 401K retirement account, \$500 for an individual with single health care coverage and \$1,000 for an individual enrolled in any of FirstEnergy's other tiers of health care coverage. Employees who are not enrolled in FirstEnergy's HDHP may elect in the annual open enrollment tool to receive \$500 in taxable cash for an individual with single health care coverage or \$1,000 in taxable cash for an individual enrolled in any of FirstEnergy's other tiers of health care coverage. Employees are not required to make any contributions in order to receive these Company-provided 401K contributions and such 401K contributions are not eligible for any Company-matching contributions. The contributions will be made by the Company March 31 of each plan year into the applicable account, in accordance with applicable regulations. Any election of cash will be taxable income.

#### **Section 5. Savings Plan**

Effective April 1, 2013, Employees who are members of Local 304, U.W.U.A. will be eligible to participate in the FirstEnergy Corp. Savings Plan in accordance with the terms of the Plan document, as may be amended from time to time by the Company.

### **Article XV Long Term Disability Plan**

All members of Local 304 who have been employed for a minimum of six months are eligible to participate in the First Energy Long-Term Disability Plan – Local 102 (former Allegheny Plan). The Company agrees to continue such benefits for the term of this Agreement. The Company may, however, modify the Plan after affording the Union an opportunity to meet and discuss such proposed modifications.

### **Article XVI Safety Committees**

#### **Section 1. Site Safety Committee**

- a) The Company and Union agree to cooperate in the development and implementation of safety rules and practices.

- b) The company shall have the right to implement safety rules as the Company determines to be necessary.
- c) For the purposes of this section, the Company and the Union agree to maintain the Harrison Incident Prevention Team (IPT) for local, station specific safety initiatives. Each party agrees to make their best effort to fulfill the mission of the IPT and will provide sufficient resources and representatives to the IPT. Minutes of all meetings will be taken and provided to the Union and the company.
- d) In order to ensure the effectiveness of the IPT, it is agreed that each crew in each department shall elect volunteers to serve as IPT members.
- e) The Company will pay the committee members' hourly rates for time spent in attendance at the team meetings within the employees' regular working hours.

## **Section 2. FirstEnergy Generation Safety Committee**

The parties agree to participate in the FirstEnergy Generation safety committee under the direction of the FirstEnergy Director, Safety, consisting of two (2) members designated by the Union and up to four (4) members designated by the Company.

- (a) The safety committee shall meet three (3) times each year at such time and place as determined by the committee. Additional meetings may be called with mutual agreement. The Company will pay up to two (2) employees from the Harrison plant as designated by the Union Officers and one (1) Union Officer employed at the Harrison plant, for all lost time from their scheduled work period while attending such meetings and the IRS rate per mile for actual miles driven by the employee to travel to an off-site safety meeting. If two (2) or more employees can conveniently utilize the same automobile for transportation, allowance for only one automobile shall be paid. When the Company requests an overnight stay by the employee, additional pre-approved expenses, including lodging, will be the responsibility of the Company. The requirement for the Company to pay representatives designated by the Union and Union Officers shall not apply to any additional meetings called by the Union.
- (b) It shall be the function of the Committee, in areas applicable to its group, to advise the Company concerning safety matters, formulate suggested changes in existing practices and rules, and recommend adoption or revision of new practices and rules by the Company. Mandatory subjects of bargaining, including compensation, benefits, working conditions, and disputes subject to the grievance procedure, are not matters to be considered by this committee.
- (c) The minutes of each meeting shall be furnished to each member of the committee.
- (d) The FirstEnergy Director, Safety shall provide a formal agenda of subjects to be discussed at each safety committee meeting. Such agenda shall be provided to each member of the

committee ten (10) days prior to the date of that committee's next meeting. Subjects to be included in the agenda should be provided to the Director, Safety by members of the committee at least fifteen (15) days prior to the committee meeting.

## **ARTICLE XVII Working Conditions**

### **Section 1. Bulletin Boards**

Reasonable space shall be afforded on Company provided bulletin boards in all departments covered by this Agreement, for the use of the Union in posting bulletins and notices for the attention of its members. Such postings will be confined to notices of Union meetings, results of elections and similar noncontroversial subjects.

### **Section 2. Safety Rules/Safety Allowance**

- (a) The parties hereto agree to comply in all respects with the safety rules, regulations, and practices prescribed by the Company. At a minimum, the Company's safety practices will be in compliance with OSHA regulations. Failure to abide by such safety rules, regulations and practices shall be grounds for discipline by the Company.
- b) It is agreed that in the first bi-weekly paycheck following March 1, 2018 and March 1, 2019, and March 1, 2020 the Company will provide an allowance of \$170.00 to each employee for the purchase of personal protective equipment such as safety shoes and prescription safety glasses, license renewals and any government-mandated physical examinations. Effective March 1, 2021 the company will provide an allowance of \$175.00.

The Company shall continue to provide, at its cost, hard hats, rubber gloves, non-prescription safety glasses, work gloves, and equipment for rainy weather, as well as any other personal protective equipment that an employer is required to provide, at its cost, to its employees under applicable OSHA regulations.

### **Section 3. Contractor Clause**

The Company reserves the right to contract to perform work in an efficient, cost effective manner. The Company further reserves the right to contract specific jobs, that are required to be done within a specified time or the work cannot be done by regular employees on their regular schedule. Additionally, the Company reserves the right to contract to perform work where the Company's normal work force, skills, training or organization of its employees, its tools or equipment is inadequate. The Company will notify the Union of such outside contractor work on a timely basis, as conditions permit.

### **Section 4. Contact Information**

All employees are required to provide the Company with a telephone number where they may be reached in order to fulfill the obligation to respond to calls when the need arises.

### **Section 5. Supervisors**

The primary function of a supervisor is supervision and he is not to perform work, which will eliminate an employee or interfere with supervision.

No supervisor shall act in other than a supervisory capacity except in emergencies. This is not intended to prevent a supervisor from protecting life or property, giving occasional or emergency assistance or performing work for the purpose of instruction, assessing employee requalification, checking or inspecting work already done by an employee, or performing work necessary to inspect or access equipment in preparation for work.

This section will also apply to an employee while he is assigned temporarily to the directive duties of a supervisor in his absence.

### **Section 6. Reporting Off**

Employees who are unable to report for work shall notify supervision at least one (1) hour before starting time of their shift of such inability to report for work.

### **Section 7. Required Meetings**

Where attendance is required by the Company, the Company will pay the affected employee(s) hourly rates, for time actually spent in attendance at safety meetings or other special meetings called by the Company for purposes of instruction or training outside of the employee's regular working hours. No meals, meal allowances, callout or other fringe benefits shall be applicable to such time so spent.

### **Section 8. Secondary Employment**

No full-time regular employee shall (except as may be permitted when such employee is on authorized leave of absence) engage in work for any employer other than the Company to the extent that such additional work constitutes something more than casual employment and qualifies such employee for the benefits, if any, paid to employees generally by such other employer. If a violation of this clause becomes known to the Company, the employee will be given fifteen (15) calendar days to correct the situation and failing to do so, the employee may be discharged.

### **Section 9. Modified Duty**

When an employee who has been off work who in the opinion of the Company's physician is capable of performing temporary modified duty work pursuant to the procedure specified in Article XII and the Company, in its sole discretion, has offered such employee temporary modified duty either within or outside of the employee's regular duties, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of this initial period, he shall be reviewed,

and this process shall be continued with a review at the expiration of each week, so long as the Company in its sole discretion continues such modified duty. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. The Company may terminate the availability of modified duty at any time and nothing in the foregoing shall require the Company to make modified duty available in any particular case.

## **ARTICLE XVIII**

### **Conflicts with Laws or Regulations**

If any provision of this Agreement conflicts with any valid governmental proclamation, directive or regulation or with any valid Federal or State law, order, or regulations now or hereafter enacted or issued, such provision hereof shall not remain binding, but the remaining portions of the Agreement shall remain binding. Any conflicting provision shall then be open for renegotiation between the parties hereto for the purpose of reconciling the conflict.

## **ARTICLE XIX**

### **Random Drug and Alcohol Testing**

The parties agree that random drug and alcohol testing is an important aspect of keeping our work environment safe and secure in maintaining a drug and alcohol free workplace.

#### **Section 1. Random Testing**

Commencing upon the effective date of the Agreement, all bargaining unit employees will be subject to random drug and alcohol testing without notice, utilizing the procedures and protocols in place under US Department of Transportation (DOT) regulations.

#### **Section 2. Consequence of a Positive Test**

Any bargaining unit employee testing positive on any drug screen or alcohol test, (at or above the thresholds established for a positive drug screen or alcohol test from time to time by the Department of Transportation), will be immediately suspended without pay pending further investigation.

If positive test results are confirmed, the employee will be presented a Last Chance Agreement (LCA). Commencing upon the signing of the LCA, the employee has thirty-(30) days in which to submit to and pass a return to work physical along with a drug and alcohol screen. In order to pass the return to work drug screen or alcohol test, the employee must test below the afore-mentioned DOT testing thresholds.

The first ten (10) working days of this period will be considered a suspension, without pay. Following the suspension, the employee, if unable to return to work immediately, is eligible for sick pay during the remaining period if reasonable evidence is presented that the employee is

enrolled in an Approved Rehabilitation Program. An Approved Rehabilitation Program is defined as any rehabilitation program for which reimbursement is available under the Employee's health care plan. With respect to the thirty-day period specified above, the Company will consider expanding the period and the employee's eligibility for sick pay during that period on a case-by-case basis when circumstances beyond the control of the employee make it equitable for the Company to do so.

### **Section 3. Refusal to Sign a Last Chance Agreement**

A refusal to sign the LCA under section 2, above, will be considered cause for discharge.

### **Section 4. Terms of the LCA**

An employee who signs the LCA will be subject to the following requirements:

- (a) The cost of any Approved Rehabilitation Program will be paid in accordance with the employee's health insurance plans.
- (b) A failure to pass the return to work drug screen and/or alcohol test, as defined in section 2, will be considered just cause for discharge under Article III of the collective bargaining agreement. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
- (c) Upon successful completion of the return-to-work physical, including the drug and/or alcohol screen, the employee will be returned to his or her prior job, with no loss of seniority.
- (d) Upon return to active employment, the employee will be subject to discretionary follow-up drug and/or alcohol testing for a period of two (2) years, or longer if mandated by a substance abuse professional in accordance with Department of Transportation regulations, (as well as random drug and alcohol testing in the same manner as any other employee), commencing with the date of his or her actual return to work. Such an employee may be subjected to drug and/or alcohol testing at any time, without notice, at the discretion of the Company.
- (e) A failure to meet any of the conditions of the LCA as specified in this section, including following the recommendations of the Substance Abuse Professional or any subsequent drug and/or alcohol test on which the employee tests positive will be considered good and sufficient cause for discharge. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
- (f) Upon the expiration of the two (2) year period specified in paragraph (d) above, the employee will be subject to random drug and/or alcohol testing in the same manner as any other bargaining unit employee.

(g) Upon the expiration of the two (2) year period specified in paragraph (d) above, the employee's disciplinary record will not be expunged and the suspension may be used in the consideration of appropriate discipline for other violations of Company policy.

### **Section 5. Immediate Consequence of Positive Test**

Any employee who tests positive on an alcohol screen below the testing threshold as described in section 2 above, will be sent home on a non-paid status and will be subject to disciplinary action.

### **Section 6. Voluntarily Seeking Help**

An employee who voluntarily comes forward and seeks rehabilitation will not be required to sign a LCA, but instead, will be dealt with in accordance with the provisions of this policy. It will not be considered, coming forward voluntarily when an employee comes forward after being selected for a random drug and/or alcohol test or any other Company-administered drug and/or alcohol test. In those cases, the employee may still come forward but will be subject to signing a LCA in order to retain his or her job.

### **Section 7. Refusals**

An employee who refuses to cooperate with any provision under this Policy or refuses to submit to any Company administered drug and alcohol test will be discharged from service.

## **ARTICLE XX Miscellaneous**

### **Section 1. General Terms**

In the interpretation of this Agreement, unless the context shows that another sense was intended, words of the present tense shall include a future tense, words in the masculine gender shall include the feminine gender, words in the plural number shall include the singular number and words in the singular number shall include the plural number.

### **Section 2. Types of Employees Defined**

A full time employee is any employee other than a temporary, probationary or part-time employee. Temporary, probationary and part-time employees, as defined herein, shall not come under the terms and provisions of this agreement except as hereinafter provided.

A temporary employee is one who is hired to work a regular schedule either for a specific period of time or for a specific job of limited duration. A part-time employee is an employee who is regularly scheduled to work less than forty hours per week. A temporary or part-time employee shall not be retained on a temporary and/or part-time employee status beyond twelve consecutive months. The months of employment shall be considered consecutive unless there has been a break

in such employment of at least six calendar months. The Company will notify the Union when hiring temporary or part-time employees for bargaining unit positions.

A newly hired employee, other than a part-time employee, shall be considered a probationary employee for eighteen (18) months, during which period the Company will determine the suitability of such new employee for acceptance as a regular employee. Similarly, an employee whose status is changed from part-time to probationary shall be considered a probationary employee for eighteen (18) months during which period the Company will determine the suitability of such an employee for acceptance as a regular employee. If an employee is released by the Company for any reason during the eighteen (18)-month probationary period, such action will not be the subject of a grievance. Part-time or temporary employees shall not have the benefit of the grievance procedure.

Prior uninterrupted service in a temporary status in the same job classification shall be considered as part of the probationary period.

### **Section 3. Supervisor Defined**

The term “supervisor” wherever used in this agreement shall mean an employee with authority, among other things, to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

### **Section 4. Notices**

All notices required there under to be given to the Union or the Company shall be in writing, by email or regular U.S. mail. Notices by the Company shall be signed by an appropriate representative of the Company. Notices to the Company shall be addressed to the Director, Labor Relations, FirstEnergy Corp., 76 S. Main St., Akron, Ohio 44308 except as otherwise specifically provided. Notices by the Union shall be signed by the President, the Vice President or the Recording Secretary. Notices to the Union shall be addressed to the President, Local No. 304, Utility Workers Union of America, AFL-CIO, (address as then officially on file with the Company) except as herein otherwise specifically provided. Both parties shall by written notice, advise the other of the names and addresses of the officers referred to above and from time to time of any changes in the names and/or addresses of said officers.

### **Section 5. Union representatives**

The Union will provide the Company in writing the names of all Union representatives and their respective jurisdiction and authority, and the Company shall be entitled to rely on such authority and jurisdiction in dealing with the Union within such limits and shall not be required to consider any other than such named individuals.

### **Section 6. Negotiations**

The Company will compensate up to two employee representatives designated by the union to attend negotiations meetings when such meetings are held during the employees’ regularly scheduled work hours. Said representatives will be paid regular base wage only.

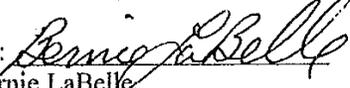
**ARTICLE XXI**  
**Terms and Renewal**

This Agreement shall become effective March 1, 2018 and shall remain in effect until March 1, 2022 inclusive and from year to year thereafter, unless either party hereto shall give written notice by certified mail to the other party at least sixty (60) days prior to any anniversary date of this Agreement of said party's desire to amend or revise the Agreement under which circumstances the Agreement shall terminate on such anniversary date.

\*\*\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement, by their respective representatives:

FOR THE UNION:  
UTILITY WORKERS UNION OF AMERICA,  
A.F.L.-C.I.O., LOCAL UNION NO. 304

By:   
Bernie LaBelle,  
UWUA National Representative

FOR THE COMPANY:  
FEGCO

By:   
Chuck Cookson  
Executive Director Labor &  
Safety

By:   
Tom Cunningham  
UWUA Local 304 President

## APPENDIX A

	EFFECTIVE MARCH 1, 2018			3.0%
Labor Grade	Minimum			Maximum
	Step 1	Step 2	Step 3	Step 4
1	\$ 23.51	\$ 25.08	\$ 26.65	\$ 28.22
1A	\$ 24.54	\$ 26.11	\$ 27.68	\$ 29.25
2	\$ 26.31	\$ 28.74	\$ 31.17	\$ 33.60
3	\$ 27.70	\$ 30.00	\$ 32.31	\$ 34.61
4	\$ 29.03	\$ 31.45	\$ 33.87	\$ 36.29
5	\$ 30.72	\$ 33.28	\$ 35.83	\$ 38.40
6	\$ 32.05	\$ 34.73	\$ 37.41	\$ 40.08
7	\$ 32.74	\$ 35.69	\$ 38.64	\$ 41.57
8	\$ 34.34	\$ 37.43	\$ 40.52	\$ 43.62

### Grade

8	Master I & C Technician
7	Control Room Attendant, Work Management Planner, I&C Technician, and Chemical Technician
6	Master Electrician, Master Mechanic
5	Sr. Power Plant Operator, Electrician, Mechanic
4	SO2 Operator, Yard Operator
3	Power Plant Operator
2	Material Technician II
1A	Mechanic B
1	Power Plant Attendant, Material Technician I

	EFFECTIVE MARCH 1, 2019			2.5%
Labor Grade	Minimum			Maximum
	Step 1	Step 2	Step 3	Step 4
1	\$ 24.10	\$ 25.71	\$ 27.32	\$ 28.93
1A	\$ 25.15	\$ 26.76	\$ 28.37	\$ 29.98
2	\$ 26.97	\$ 29.46	\$ 31.95	\$ 34.44
3	\$ 28.39	\$ 30.75	\$ 33.12	\$ 35.48
4	\$ 29.76	\$ 32.24	\$ 34.72	\$ 37.20
5	\$ 31.49	\$ 34.11	\$ 36.73	\$ 39.36
6	\$ 32.85	\$ 35.60	\$ 38.35	\$ 41.08
7	\$ 33.56	\$ 36.58	\$ 39.61	\$ 42.61
8	\$ 35.20	\$ 38.37	\$ 41.53	\$ 44.71

### Grade

8	Master I & C Technician
7	Control Room Attendant, Work Management Planner, I&C Technician, and Chemical Technician
6	Master Electrician, Master Mechanic
5	Sr. Power Plant Operator, Electrician, Mechanic
4	SO2 Operator, Yard Operator
3	Power Plant Operator
2	Material Technician II
1A	Mechanic B
1	Power Plant Attendant, Material Technician I

	EFFECTIVE MARCH 1, 2020			2.5%
Labor Grade	Minimum			Maximum
	Step 1	Step 2	Step 3	Step 4
1	\$ 24.70	\$ 26.35	\$ 28.00	\$ 29.65
1A	\$ 25.78	\$ 27.43	\$ 29.08	\$ 30.73
2	\$ 27.64	\$ 30.20	\$ 32.75	\$ 35.30
3	\$ 29.10	\$ 31.52	\$ 33.95	\$ 36.37
4	\$ 30.50	\$ 33.05	\$ 35.59	\$ 38.13
5	\$ 32.28	\$ 34.96	\$ 37.65	\$ 40.34
6	\$ 33.67	\$ 36.49	\$ 39.31	\$ 42.11
7	\$ 34.40	\$ 37.49	\$ 40.60	\$ 43.68
8	\$ 36.08	\$ 39.33	\$ 42.57	\$ 45.83

**Grade**

- 8 Master I & C Technician
- 7 Control Room Attendant, Work Management Planner, I&C Technician, and Chemical Technician
- 6 Master Electrician, Master Mechanic
- 5 Sr. Power Plant Operator, Electrician, Mechanic
- 4 SO2 Operator, Yard Operator
- 3 Power Plant Operator
- 2 Material Technician II
- 1A Mechanic B
- 1 Power Plant Attendant, Material Technician I

	EFFECTIVE MARCH 1, 2021			2.5%
Labor Grade	Minimum			Maximum
	Step 1	Step 2	Step 3	Step 4
1	\$ 25.32	\$ 27.01	\$ 28.70	\$ 30.39
1A	\$ 26.42	\$ 28.12	\$ 29.81	\$ 31.50
2	\$ 28.33	\$ 30.96	\$ 33.57	\$ 36.18
3	\$ 29.83	\$ 32.31	\$ 34.80	\$ 37.28
4	\$ 31.26	\$ 33.88	\$ 36.48	\$ 39.08
5	\$ 33.09	\$ 35.83	\$ 38.59	\$ 41.35
6	\$ 34.51	\$ 37.40	\$ 40.29	\$ 43.16
7	\$ 35.26	\$ 38.43	\$ 41.62	\$ 44.77
8	\$ 36.98	\$ 40.31	\$ 43.63	\$ 46.98

**Grade**

- 8 Master I & C Technician
- 7 Control Room Attendant, Work Management Planner, I&C Technician, and Chemical Technician
- 6 Master Electrician, Master Mechanic
- 5 Sr. Power Plant Operator, Electrician, Mechanic
- 4 SO2 Operator, Yard Operator
- 3 Power Plant Operator
- 2 Material Technician II
- 1A Mechanic B
- 1 Power Plant Attendant, Material Technician I

**Current Year (2018) Wages Table 12 Hour Schedule Rate**

<b>Labor Grade</b>	<b>Min.</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	24.48	26.02	27.56	29.10
3	28.55	30.81	33.07	35.32
5	31.52	34.02	36.52	39.01
7	33.48	36.36	39.24	42.12

**Grade**

7	Control Room Attendant
5	Sr. Power Plant Operator
3	Power Plant Operator
1	Power Plant Attendant

**Effective March 1, 2019  
12 Hour Schedule Rate**

<b>Labor Grade</b>	<b>Min.</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	25.09	26.67	28.25	29.82
3	29.26	31.57	33.88	36.20
5	32.31	34.87	37.43	39.99
7	34.32	37.27	40.22	43.17

**Grade**

7	Control Room Attendant
5	Sr. Power Plant Operator
3	Power Plant Operator
1	Power Plant Attendant

**Effective March 1, 2020  
12 Hour Schedule Rate**

<b>Labor Grade</b>	<b>Min.</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	25.72	27.34	28.96	30.57
3	29.99	32.36	34.73	37.11
5	33.12	35.74	38.36	40.99
7	35.18	38.20	41.22	44.25

**Grade**

7	Control Room Attendant
5	Sr. Power Plant Operator
3	Power Plant Operator
1	Power Plant Attendant

**Effective March 1, 2021**

**12 Hour Schedule Rate**

<b>Labor Grade</b>	<b>Min. Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	26.36	28.02	29.68	31.33
3	30.74	33.17	35.60	38.04
5	33.95	36.64	39.33	42.01
7	36.06	39.16	42.26	45.36

**Grade**

7	Control Room Attendant
5	Sr. Power Plant Operator
3	Power Plant Operator
1	Power Plant Attendant

## **APPENDIX B Alternate Schedules**

The Company will use the following in establishing and implementing schedules:

### **Section 1. Scheduled Hours**

The days available for scheduling will be Sunday through Saturday.

### **Section 2. Overtime Pay**

Overtime will be paid at 1.5 times the hourly rate for all hours worked in excess of forty (40) hours per week, except as otherwise provided in Article VII (Hours of Work).

### **Section 3. Excused Absences with Pay**

Paid Absence Days, VPAD's, Jury Duty and Excused Days will be converted to total hours. Hours used while on other than an eight (8) hour schedule will be charged based upon the scheduled hours the employee is assigned. Holiday entitlement will remain at eight (8) hours per holiday.

### **Section 4. Sick Leave**

Sick leave will continue to be charged in hourly increments for the time away from regularly scheduled hours.

### **Section 5. 10-hour Schedules**

With respect to 10-hour schedules, the following principles shall be applicable:

- a. All excused time off will be converted to an hourly basis.
- b. No loss of time will result due to the 10-hour schedule.
- c. The workweek shall be consecutive days.
- d. During holiday weeks, schedules will revert to an eight (8) hour, five (5) day schedule unless otherwise agreed to by the Company and the Union.

### **Section 6. 12-Hour Schedules**

The twelve (12) hour schedule shall consist of alternating workweeks of three (3) workdays ("Short Week"), totaling thirty-six (36) hours, and four (4) workdays ("Long Week"), totaling forty-eight (48) hours except for weeks designated as Spare Weeks. No employee shall be forced to leave early during the forty-eight (48) hour work week. Day shift shall begin at 0600 and night shift shall begin at 1800.

With respect to twelve (12) hour schedules, the following principles shall be applicable:

- (a) The establishment of such schedules shall be in accordance with Article VII, Section 2, except as revised within this Appendix.
- (b) Base hourly rates of pay shall be in accordance with the twelve (12) hour schedule wage rate in Appendix A. The rates provided include Shift differential and Sunday premium.
- (c) Article X, Section 2(a-1) shall be amended to provide for time off not to exceed Twenty-four scheduled working hours for Funeral Leave under said paragraph. Article X, Section 2 (a-2) shall be amended to provide for twelve scheduled working hours for Funeral Leave under said paragraph.
- (d) An employee called for jury duty or subpoenaed to appear locally as a witness in court or before any other body empowered by law to compel attendance of witnesses by subpoena, will be excused with pay, at the regular straight time hourly rate for time lost during his/her regular shift. As an exception, an employee working the night shift shall only work up to 0000 hours and will be paid the regular straight time hourly rate for the remainder of the shift on the day preceding the day of jury duty or his/her court appearance. The Company will not require an employee working the night shift to report for work until ten hours have elapsed after being released from jury duty or court and the employee shall lose no pay. However, should the employee's presence be required in a court case where the employee is a party litigant, no pay will be allowed.
- (e) If, during a scheduled forty-eight (48) hour workweek, it is necessary for an employee to be absent from work because of paid funeral leave, paid jury duty, or paid court appearance or because of an industrial injury for which the employee is receiving worker's compensation benefits and the employee would have worked forty-eight hours had the employee not been required to be absent from work for any of the above-stated circumstances, the Company will adjust the employee's earnings by paying up to four hours wages at the applicable rate to compensate the employee for overtime earnings lost by not working the full forty-eight hour workweek.

## APPENDIX C

Employees who are qualified as cross trained as of March 1, 2014

<b>Name</b>	<b>Job</b>
Ammons,Jeffery L	Op Tech IV - 790BMSO2
Bartrug,Duane R	Op Tech IV - 790BMSO2
Bowman,Lawrence A	Op Tech IV - 790BMSO2
Corley,Burton H	Op Tech IV - 790BMSO2
Eakle,Timothy J	Op Tech IV - 790BMSO2
Ganoe,Donald L	Op Tech IV - 790BMSO2
Griffey,Michael A	Op Tech IV - 790BMSO2
Grogg,Clifford W	Op Tech IV - 790BMSO2
Hoffman,Brett C	Op Tech IV - 790BMSO2
Hutson,Justin M	Op Tech IV - 790BMSO2
Kesner Jr,Roy E	Op Tech IV - 790BMSO2
Locke,Douglas N	Op Tech IV - 790BMSO2
Mills,Dennis M	Op Tech IV - 790BMSO2
Pedigo,Gordon S	Op Tech IV - 790BMSO2
Pellegrin,Joseph A	Op Tech IV - 790BMSO2
Pickens,Jason R	Op Tech IV - 790BMSO2
Price,James A	Op Tech IV - 790BMSO2
Rogers,Benjamin J	Op Tech IV - 790BMSO2
Ross,Quentin L	Op Tech IV - 790BMSO2
Schooley, Mike	Op Tech IV - 790BMSO2
Smith,Edward D	Op Tech IV - 790BMSO2
Spray, Carla	Op Tech IV - 790BMSO2
Spry,Lloyd A	Op Tech IV - 790BMSO2
Swiger,Robert D	Op Tech IV - 790BMSO2
Swiger,Scott R	Op Tech IV - 790BMSO2
Trickett,Mickey R	Op Tech IV - 790BMSO2
Wolfe,Donald D	Op Tech IV - 790BMSO2
Bray,Jay W	Op Tech IV - 790PROD
Craig,Russell L	Op Tech IV - 790PROD
Cunningham,James R	Op Tech IV - 790PROD
Curtis Jr,Richard F	Op Tech IV - 790PROD
Davis,Philip R	Op Tech IV - 790PROD
Elder,Christopher G	Op Tech IV - 790PROD
Hathaway,Chad R	Op Tech IV - 790PROD
Irons,Garry D	Op Tech IV - 790PROD
Knight,Steven W	Op Tech IV - 790PROD
Schmidt,Loren W	Op Tech IV - 790PROD
Wilt,Cody L	Op Tech IV - 790PROD
Watkins,Dwain E	Op Tech IV - 790PROD

Brewer Jr, Henry E  
Cain Jr.,Robert L  
DeBerry,James F  
Harbert, Terry A  
Howe,Robert L  
Nay,David E  
Shaver,James H  
Warner,Andrew G

Op Tech V  
Op Tech V