

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
THE HARRISON POWER STATION AND UWUA LOCAL 304**

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")

1. **Canceled Overtime** – Work scheduled or planned for overtime may be canceled by notification by the Company at least eight (8) hours prior to the starting time of the scheduled or planned overtime. Such notification may be in person, phone call, voicemail/answering machine. When an employee is notified of the cancellation of planned overtime work less than eight (8) hours prior to reporting time, he shall be paid two (2) hours at his appropriate rate of pay.

The above paragraph does not apply if the overtime is a continuation of the regular workday (For example, if an employee works 7am-3pm, and the overtime is initially scheduled from 3pm – 11pm and then canceled.)

Company agrees to settle all outstanding grievances related to canceled overtime. Wayne Weiss, Jim Ash and Daniel Hunt will be paid at two (2) hours. Tom Cunningham and James Givens will be paid four (4) hours and Russell Craig will be paid Six (6) hours. The Union agrees to withdraw grievance 2014-304-0017.

Meal Ticket – If an employee is called in from off-duty and off-site and advised to immediately report to work, such that he is not given the opportunity to secure a meal prior to reporting, then a meal ticket will be paid based on the allowance in effect per the Collective Bargaining Agreement. The Company agrees to pay a meal ticket (\$15.00) for the following grievances 2014-304-0012 (James Givens and John Grega) & 2015-304-0019 (Paul Rodina, Mark Martin and Adam Zitterbart).

The following Call Time language will continue to be recognized:

All employees ordered to report to work, after they have been released from work from a previous shift and before the start of their next normal or overtime shift, are paid one hour call time. Call time is always at straight time.

2. **Severe Weather** – Employees will be permitted to make up time when severe weather conditions arise. The Plant Director or other designated Manager will determine what conditions rise to the level of severe weather. All instances when a state of emergency is issued will be considered time that can be made up. This time must be made up in the pay week in which the conditions arose. The time permitted to be made up from any one instance, including a state of emergency, is not to exceed two hours. The Union agrees to withdrawn grievance 2015-304-0013

3. **Bereavement-** Pursuant to the contract, employees will be permitted to take their contractual amount of time any time within the 12 months following the date of death. Employees must notify their Supervisor in advance that they intend to do this.
4. **Use of sick time for doctor's appointments** - Employees will be allowed to use sick time for doctor's appointments if it is a follow up treatment for extended illness (e.g. to remove sutures, remove a cast), for pre-operation visits, or for procedures such as a colonoscopy. The use of this time will be counted as an occurrence except if the treatment or procedure is covered by intermittent FML. Procedures not covered by the FirstEnergy Health Care Plan are not eligible, regardless of whether the employee is covered by the Plan.

Permission time (8 hours per year for personal appointments) – Union agrees that the Permission Time concept no longer exists.

5. **UVAC's for Maintenance** – Subject to the terms of the Company VPAD /PAD policies, the Company will continue to allow the use of UVAC's during the weeks of Thanksgiving and Christmas. The use of such time will be at the sole discretion of the supervisor based on the work requirement during that time. The employee is required to use the call-in procedure for his/her department. No more than ten (10) single usage days of VPAD will be permitted during the year per the Collective Bargaining Agreement. A designated member of management will be available to field all such requests.
6. **Monday vacation protecting employees from weekend callout or forced work** – When a single VPAD day (eight hours) is used to take vacation on a Monday, the employee must provide 72 hours' notice prior to the start of their vacation day in order to cancel the vacation. If 72 hours' notice is not provided the employee must use the vacation as scheduled. The Union agrees to withdrawn grievances 2014-304-0010 & 2015-304-0017

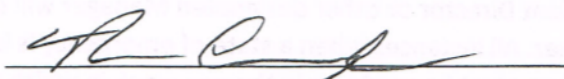
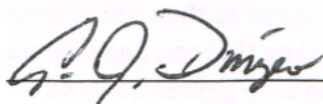
In addition, the Union withdraws without prejudice, as part of the overall agreement, all of the following grievances.

1. Coordinator Assignments: 2015-304-0004
2. Supervisor Approval for Time Off: 2014-304-0004

IN WITNESSETH WHEREOF, the parties have affixed their signatures on this 30th day of September 2015.

FOR THE COMPANY:

FOR THE UNION:



Gary Dinzeo
Director, Harrison Power Station

Tom Cunningham
UWUA Local 304

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Sickness occurrence for same chronic illness covered by FMLA – The use of intermittent FMLA leave will only be counted as a single occurrence with regard to wait days and first day doctor's slips. Employee must be covered by approved FML for that condition, with sick time running concurrently with the FML.

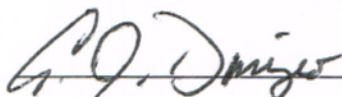
Only the first occurrence will be counted for a chronic illness covered by continuous intermittent FML certification that covers multiple years.

This agreement will be applied to all such instances as described above dating back to January 1, 2015.

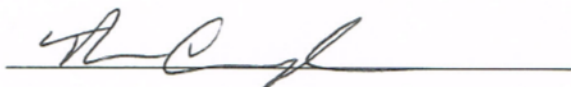
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