

# **Arkansas Nuclear One**

## **AGREEMENT**

**Between**



**ENTERGY OPERATIONS,  
INC.**

**And**

**LOCAL NO. 647 of  
LITTLE ROCK, ARKANSAS**

**of**



**International Brotherhood  
of Electrical Workers**

**January 1, 2021 to March 1, 2023**

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## **ARTICLE 1 – AGREEMENT**

This Agreement made and entered into by and between Entergy Operations, Inc. hereinafter referred to as the "Company", and Local Union No. 647 Little Rock, Arkansas of the International Brotherhood of Electrical Workers, party of the second part, hereinafter referred to as the "Brotherhood". In view of such obligations and responsibilities on the part of both the Brotherhood and the Company, it is agreed as follows:

**Section 1.** This Agreement is effective on January 1, 2021, and shall remain in effect until it expires, as explained below, on March 1, 2023. For the time period of January 1, 2021, to March 1, 2023, this Agreement supersedes and replaces the prior Agreement, including all amendments thereto (which had effective dates of March 1, 2018, to March 1, 2023).

**Section 2.** Either party desiring to terminate or change the provisions of this Agreement must notify the other in writing at least ninety (90) days prior to the expiration of the contract. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. All other provisions in this Agreement shall remain in full force and effect.

**Section 3.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as this Agreement and be approved by the Business Manager of the International Brotherhood of Electrical Workers.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on this 30<sup>th</sup> day of September 2021.

**International Brotherhood  
of Electrical Workers**



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For Local 647 of Little Rock

**Entergy Operation, Inc.**



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For the Company

## **ARTICLE 2 - UNION RECOGNITION**

**Section 1.** For the purpose of collective bargaining the Company agrees to negotiate and bargain exclusively with the Brotherhood through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment and other conditions of employment for all regular nonsupervisory employees working in the classifications listed under Article 19, Section 1 and in Schedule "A" & "B" of this Agreement, and who are employed by the Company at ANO.

**Section 2.** The Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of people living in the territory served, and the very existence of the Company is conditioned and dependent upon the faithful performance of its franchise obligations and responsibilities in serving the public.

**Section 3.** These obligations and responsibilities to the public apply to both the Brotherhood and the Company and require that any difference arising between them be adjusted and settled in an orderly manner.

### **Section 4. Meetings and Conferences.**

The Company agrees that its accredited representatives will meet and negotiate with the accredited representatives of the Brotherhood on all questions that may arise under the terms of this Agreement. When meetings are to be held during the working hours, each Brotherhood representative shall give his immediate supervisor at least twenty-four (24) hours notice prior to any such meeting in order that arrangements can be made to relieve him from duty. He shall not be paid by the Company during the time he represents the Brotherhood on the negotiations committee; employees off work for Union business shall be covered the same as set out in Section 8 of this article.

### **Section 5. Stewards.**

The Company agrees to recognize the Business Manager and such stewards duly appointed by the Brotherhood for the purpose of adjusting grievances. The number of such stewards shall not exceed fifteen (15). Stewards handling grievances shall do so without loss of straight time pay subject to the following:

- A. Only the Steward directly involved in the grievance will be paid by the Company.
- B. If additional Stewards are requested, such request will be granted but at the expense of the Union.
- C. Travel expenses incurred by the Steward(s) shall be paid as follows:
  - 1. Company requests/invites by the Company.
  - 2. Union requests/ invites by the Brotherhood.

The Brotherhood shall notify the Company in writing of the identity of its elected and appointed representatives, and in the event of a change of any representative, shall notify the Company of such change promptly. Notices to the Company under this provision shall be directed to the Human Resources Department.

**Section 6. Successor Clause.**

When and/or if, during the term of this Agreement, Entergy, or a subsidiary of Entergy, or any other corporation, company, etc. (excluding any governmental entity) purchases or otherwise assumes ownership or operational control of ANO, Entergy will, as a condition of such purchase or assumption of control, require the successor employer to adopt this Agreement for the remaining term of this Agreement.

**Section 7. Bulletin Boards.**

Company bulletin boards may be used to post notices of union meetings and other proper matters pertaining to union activities. The location of bulletin boards and the space thereon for posting such notices will be designated by the Company. The Brotherhood will send a copy of such notices to be posted to the Manager, Human Resources (or a designated Company representative) at ANO.

**Section 8. Union Representatives.**

Any employee covered by this Agreement who is elected or appointed to an office, either part time or full time, in the Local Union<sup>1</sup> requiring

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<sup>1</sup> "Union" is used herein to reference IBEW Local Union No. 647.



his absence from duty with the Company shall, upon written request, be granted leave of absence for a period not to exceed three (3) years, to run concurrently with his term of office, provided it is practicable for him to be relieved of his duties with the Company. During such absence, he shall continue to accrue seniority with the Company, and he shall be allowed to continue participation in the Medical Plan, LTD Plan, Life Insurance Plan, Final Average Pay Pension Plan or Cash Balance Plan, as applicable under the terms of this Agreement and the Savings Plan (each term defined in Article 20 of this Agreement). All employee payroll costs relating to wages, benefits, taxes and other payroll deductions including administrative costs (2%) will be reimbursed by the Local Union to the Company on a monthly basis. When wages are a factor in computing the level of benefits or premiums under these plans, they shall be the current wages paid by the Company for the classification.

Upon the employee's return to the service of the Company, he shall be reinstated to his former position, or its equivalent, provided he has the Fitness and Ability to perform the work.

#### **Section 9. Code of Excellence.**

The IBEW Code of Excellence has been proven to be a valuable part of the recovery effort at ANO. To ensure the continued success of this effort, the IBEW shall be afforded an opportunity to train all new bargaining unit employees on Code of Excellence standards as soon as practicable.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Brotherhood and its members recognize the exclusive right of the Company to determine its operating policies and manage its business in the light of experience, business judgment, and changing conditions; and among such functions are the rights to:

- A. Determine the qualifications for and select its managerial and supervisory forces.
- B. Determine the qualifications for and select and hire new employees.
- C. Select employees for promotion, transfer from one job to another and lay off employees due to lack of work, subject to the Grievance Procedure.
- D. Determine the number of employees it will have in its service at any time.
- E. Prepare Job Specifications and establish Job Classifications. Any new Job Classifications subject to the bargaining unit will be discussed with the Local Union concerned before being placed in effect.
- F. Make reasonable rules and regulations governing the operation of its business and the conduct of its employees while on duty.
- G. Discipline or discharge employees for willful violation of safety rules and for flagrant misconduct, subject to the Grievance Procedure.
- H. Determine the number and arrangement of work shifts and the starting and stopping time of each shift, subject to the limitations imposed by this agreement, attachments, and side agreements.
- I. Determine the priority of the jobs to be worked and the number of employees necessary to safely perform the job. (This subparagraph does not apply to the establishment of a shift.)
- J. Select bargaining unit employees to perform duties normally assigned to non-bargaining employees (reference Article 12 Section 10).

## **ARTICLE 4 – SUBCONTRACTING**

The Brotherhood and its members recognize the right of the Company to contract out work or to utilize other Entergy employees where it can be done more advantageously than by its own forces, provided that the Company shall not contract out any work if it would result in laying off any bargaining unit personnel.

## **ARTICLE 5 – COOPERATION**

### **Section 1. Cooperation.**

- A. The policy of the Company and the Brotherhood is to cooperate with each other in fulfilling this Agreement.
- B. The Company will provide the local Union with a roster of bargaining unit employees quarterly to include: Name, Classification, CED, Home Address and Work Location (payroll unit number).
- C. The Company and the Local Union recognize that cooperation and communication between management and employees is indispensable to the accomplishment of the ANO Objective. As a result, the Company will request the Union Plant Steward to provide the names of representatives to serve on Plant Committees (e.g., Safety, Recreation, Awards,...).

### **Section 2. Public Regulation.**

The parties hereto recognize that the business of the Company is subject to regulation by the State of Arkansas through the Public Service Commission, the Nuclear Regulatory Commission and other governmental agencies in accordance with law. The parties agree that such regulation shall be respected and complied with by both parties to this Agreement.

### **Section 3. Provision Conflict.**

If any provision of this Agreement or the application thereof to any persons or circumstances shall be held invalid or in conflict with state or federal laws, such provision shall not be deemed a part of this Agreement, and shall be null and void, and the remainder of the Agreement as herein supplemented and amended shall not be affected hereby.

## **ARTICLE 6 - NON-DISCRIMINATION**

Both the Company and the Brotherhood agree that they will comply with all Federal and State laws regulating employment in administering the terms of this Agreement. When the male or female gender is used, it shall apply to both sexes.

## **ARTICLE 7 - PAYROLL DEDUCTIONS**

### **Section 1. Payroll Deduction of Dues.**

The Company agrees to cooperate with the Brotherhood in collection of dues as follows:

- A. As a convenience to any employee, monthly deductions of regular "Union" dues and initiation fees, in amounts specified by the Brotherhood, will be made from his salary upon written authorization from such employee.
- B. Such authorization shall not compel any employee to join or remain a member of the Brotherhood but shall remain effective to the extent authorized by law.

### **Section 2. Dues Deduction Authorization.**

- A. The dues check off authorization will be secured by the Union from its members wishing to participate in this program. The Local Union shall then notify the company in writing the amount of each member's regular monthly dues and designate the Local Union official to whom remittance of all dues deducted should be made.
- B. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken or not taken by the Company when the action or inaction is in reliance upon the information the Union provides the Company.
- C. The Dues Deduction Authorization shall be worded as follows:

### **Section 3. Payroll Deduction for COPE.**

- A. The Company agrees to deduct and transmit to the Financial Secretary of the Local Union 647, for the purpose of the IBEW-COPE; the amount from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by Local Union 647 IBEW-COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. Subject to the approval of the International Office.

B. The payroll deduction authorization shall be worded as follows:

**PAYROLL DEDUCTION AUTHORIZATION**

**FOR IBEW-COPE LOCAL 647**

I, \_\_\_\_\_, hereby authorize the Company to deduct from my pay the sum of \$\_\_\_\_\_ per month and to forward that amount to the Financial Secretary of Local 647 for purpose of the International Brotherhood of Electrical Workers, Committee on Political Education. This Authorization is signed voluntarily and not out of any fear of reprisal and on the understanding that IBEW-COPE is engaged in a joint fund-raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal and state elections, and that this voluntary authorization may be revoked at any time by notifying the Company and IBEW-COPE in writing of a desire to do so. Contributions or gifts to IBEW-COPE are not deductible as charitable contributions for federal income tax purposes.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Name (Print) \_\_\_\_\_ IBEW Local No. 647

## **ARTICLE 8 – GRIEVANCES**

**Section 1.** The term Grievance as used in this Agreement shall be any complaint made by the Brotherhood or its members against the Company, or a complaint by the Company against the Brotherhood, alleging failure to comply with any provision of this agreement.

Complaints, the basis for which occurred prior to the effective date of this Agreement, dated March 1, 2018, shall not be subject to adjustment under the terms of this Agreement, but under the terms of the Agreement in effect at the time the complaint arose.

**Section 2.** The Grievance Procedure shall be as follows:

### **Step 1**

- A. The employee, with or without a steward, shall notify the immediate supervisor of the complaint within ten (10) calendar days of the date after the employee should have reasonably have learned of the event giving rise to the complaint.
- B. The immediate supervisor shall endeavor to reach an agreement concerning the matter in question. In any event, the supervisor will orally respond to the employee within five (5) calendar days.
- C. If the complaint is not resolved, the employee will complete the grievance form, give a copy to his supervisor, and submit the grievance to the ANO Human Resources Manager within five (5) calendar days of the supervisor's response.

### **Step 2**

- A. The written grievance shall be presented first by the employee to the ANO Human Resources Department for assignment of the grievance to the appropriate first line manager, and such employee may have the assistance of a representative of the Brotherhood if requested by the employee.
- B. If no settlement is reached within ten (10) calendar days after the grievance has been presented to the ANO Human Resources Department.



### **Step 3**

- A. After receiving a written answer to the grievance or after the ten (10) calendar days mentioned in step 2 have expired and if the employee wants to pursue the grievance further, the written grievance shall, within five (5) calendar days be presented by the employee to the General Manager and such employee may have the assistance of a representative of the Brotherhood.
- B. If no settlement is reached within five (5) calendar days after the grievance has been presented to the General Manager.

### **Step 4**

- A. After the five (5) calendar days mentioned in step 3 above, then if the employee desires to pursue the grievance further, the written grievance shall, within ten (10) calendar days be presented by the one person designated in writing to represent the Local Union to the Site Vice President.
- B. If no settlement is reached within fifteen (15) calendar days, the matter shall be submitted to arbitration as hereinafter provided in Article 9.

All grievances relating to discharge actions may, at the options of the Local Union Business Manager, be submitted directly to the fourth step of the Grievance Procedure.

All written answers to employees from each step of the Grievance Procedure shall be copied and sent to the Plant Steward and the Local Union Business Manager.

Any of the time limits specified above in this section can be extended by mutual agreement.

### **Section 3. Brotherhood or Company Complaints.**

- A. A grievance originating with the Brotherhood shall consist of a claim or charge by the Brotherhood that this Agreement has been violated by the Company. Any such grievance originating with the Brotherhood shall be filed by the Business Manager of the Brotherhood with the ANO Human Resources Department. If a settlement is not reached within twenty (20) calendar days, exclusive of Saturdays, Sundays

and holidays, from the date of notice, the matter may be submitted to arbitration as provided in Article 9.

B. A grievance originating with the Company shall consist of a claim or charge by the Company that this Agreement has been violated by the Brotherhood. Any such grievance originating with the Company shall be filed by the Company officer responsible for ANO with the Business Manager of the Local Union. If a settlement is not reached within twenty (20) calendar days, exclusive of Saturdays, Sundays and holidays, from the date of notice, the matter may be submitted to arbitration as provided in Article 9.

## **ARTICLE 9 – ARBITRATION**

**Section 1.** When an unsettled grievance covered by a specific provision of this Agreement occurs which cannot be agreed upon through the Grievance Procedure, the party who desires to submit the matter to arbitration shall within twenty (20) calendar days, exclusive of Saturdays, Sundays and holidays, after exhaustion of the Grievance Procedure notify the other party in writing, setting forth the specific issues in question, calling for an arbitration. The other party shall reply in writing within twenty (20) calendar days, exclusive of Saturdays, Sundays and holidays, setting forth any other facts deemed pertinent to a complete settlement with respect to the issues in dispute. The failure to comply with the twenty (20) calendar day requirement shall conclude the matter against the party failing to act. In this regard, notification by the Brotherhood to the Company shall be to the ANO Human Resources Department, and notice by the Company to the Brotherhood shall be to the Business Manager of the Local Union. The written statements of the specific issues of the party describing arbitration shall define the specific issue(s) to be submitted to arbitration and the section(s) of the Agreement alleged to have been violated, and the Arbitrator shall limit his investigation and decision to the specific issues so submitted.

Either party may request the Federal Mediation and Conciliation Service to submit to the parties a list of seven (7) neutral arbitrators. The list of arbitrators shall be drawn from a pool of members of the National Academy of Arbitrators. The designated member of the Company and the designated member of the Brotherhood shall alternately (starting first with the Company member in even numbered years and the Brotherhood member in odd numbered years) strike one name from the list until one name remains and this person shall be the neutral Arbitrator, and the FMCS shall be notified of the parties' choice.

The neutral Arbitrator will set the date, time, and place of the hearing, subject to the approval of the parties. The neutral Arbitrator will conduct a hearing and will take testimony and receive arguments, written and oral, from the parties. The written decision of the neutral Arbitrator shall be binding upon both the Brotherhood and the Company and each of them hereby agrees to abide by such decision.

The neutral Arbitrator shall not have authority to change, amend, modify, supplement or otherwise alter this Agreement in any respect whatsoever and his sole function shall be to decide issues on the basis of facts and proper application and interpretation of the Agreement.

Each party shall bear the expenses of its witnesses. The expenses of the neutral Arbitrator shall be borne equally by the Brotherhood and the Company.

**Section 2.** The Parties further agree that all decisions regarding whether bargaining unit employees covered by this Agreement shall be afforded unescorted access authorization to the plant shall be made in accordance with the plant's Access Authorization Program. Any decision made under that Program, including, but not limited to, a decision to deny or revoke a bargaining unit employee's unescorted access authorization, shall be subject to the grievance procedure. If such grievances are not resolved in the grievance procedure, the Union may submit the case to arbitration. Such an arbitration submission will be in the nature of a review/appeal of the Company's decision to deny unescorted access authorization under 10 CFR § 73.56(e). The following specific conditions shall apply only to arbitrations of unescorted access authorization issues:

1. Within 30 days following ratification of this Agreement, the Parties will meet and confer to identify a permanent panel of five (5) neutral arbitrators who have a demonstrated record of experience and expertise in fitness for duty and unescorted access authorization issues.
2. Upon the Union's submission of a denial or revocation of unescorted access authorization grievance to arbitration, the Union and the Company shall each appoint an employee or representative arbitrator of their own choosing, not from the neutral panel and not a professional arbitrator, active or retired. These two "party arbitrators" shall then select the neutral arbitrator from the panel. The designated Company arbitrator and the designated Union arbitrator shall alternately strike one name from the list (starting first with the Company arbitrator and alternating thereafter) until one name remains and this person shall be the neutral Arbitrator. The resulting tri-partite panel shall hear and decide the arbitration case, and the party arbitrators, together and not *ex parte*, shall be free to communicate with the neutral arbitrator during and after the hearing regarding the evidence and issues.

3. The parties agree that such matters shall proceed as a non-disciplinary review/appeal in recognition of the fact that it is the Company's responsibility as an NRC licensee that operates a nuclear power plant to implement its Access Authorization Program to assure that individuals who are granted unescorted access to protected areas of its facility are appropriate candidates for such access, in all respects, and are trustworthy, reliable, emotionally stable, and do not pose a threat to public health and safety or to the security of the plant.
4. If the tri-partite panel determines, on review/appeal, that the denial or revocation of unescorted access authorization was erroneous, it may order that such access be granted to the bargaining unit employee, subject to the re-entry process under the Access Authorization Program, which shall be completed in a manner that corrects any errors identified by the panel.
5. The tri-partite panel arbitration procedure detailed above shall be the sole means for bargaining unit employees to seek review/appeal of denials or revocations of unescorted access. The internal Access Review Board procedure in EN-NS-101 shall not be available to bargaining unit employees covered by this Agreement.
6. The tripartite panel shall hear and decide any disciplinary grievance arising out of the same operative facts as a denial or revocation of unescorted access authorization concurrently with the access denial or revocation grievance. The portion of the case addressing the access denial or revocation grievance, however, shall be heard and decided in strict accordance with the above exclusive procedures for unescorted access authorization cases. To the extent that the union requests it, the Company shall start the access denial or revocation portion of the case with an explanation of the basis for the access denial or revocation decision and the factual, statutory and regulatory background for the decision. The Union, however, shall maintain, at all times in such a concurrently-heard proceeding, the burden of proof with respect to the access denial or revocation issue. With respect to the discharge or other disciplinary action at issue in the concurrently-heard proceeding, the Company shall have the same burden as in any other discharge or discipline case.

7. The Parties stipulate and agree that unescorted access authorization shall be a necessary job qualification for all bargaining unit positions covered by this Agreement. A failure or inability to obtain or maintain unescorted access authorization shall constitute valid grounds for the termination of a bargaining unit employee. Thus, if a bargaining unit employee does not appeal a denial or revocation of unescorted access authorization, or the tripartite panel upholds the denial or revocation of unescorted access authorization, the bargaining unit employee in question shall have no further recourse under this collective bargaining agreement to challenge the termination of his or her employment.
8. The neutral Arbitrator will set the date, time, and place of the hearing, subject to the approval of the parties. The neutral Arbitrator will conduct a hearing and will take testimony and receive arguments, written and oral, from the parties. The written decision of the tri-partite panel shall be binding upon both the Brotherhood and the Company and each of them hereby agrees to abide by such decision.
9. The tri-partite panel shall not have authority to change, amend, modify, supplement or otherwise alter this Agreement in any respect whatsoever and its sole function shall be to decide issues on the basis of facts and proper application and interpretation of the Agreement.
10. Each party shall bear the expenses of its witnesses. The expenses of the neutral Arbitrator shall be borne equally by the Brotherhood and the Company.

## **ARTICLE 10 - NO STRIKE-NO LOCKOUT**

During the terms of this Agreement there shall be no stoppage of work, either by strike or lockout.

## **ARTICLE 11 – SENIORITY**

### **Section 1. Seniority Defined.**

Seniority, as used in its application to any employee covered by this Agreement, is defined as the total length of continuous service in one or more of the classifications as provided in Schedule "A" & "B". Seniority is not transferable from one Occupational Group to another but remains where earned. The seniority for operating personnel is determined as provided in Article 11, Section 8.

By March 1 of each year, the Company will furnish to the Business Manager of the Local a list showing Occupational Group seniority as shown in Schedule "A" & "B". The list will reflect employee status as of December 31 of the previous year.

### **Section 2. Employees Defined.**

For the purpose of this Agreement there shall be two (2) types of employment as follows:

- A. Probationary Employees. An employee shall be considered a probationary employee until the completion of six (6) months on the employer's active payroll as a regular full-time employee. The purpose of this probationary period is to provide a time frame during which the initial acceptability of the employee's job performance and behavior can be determined.

Prior to the expiration of a new employee's probationary period, his supervisor will conduct a review of acceptability for continued employment. The supervisor alone is responsible for making a recommendation regarding continued employment. His decision is final and not subject to the Grievance Procedure of this Agreement.

- B. Regular Employees. A regular employee shall be one who is employed on a full-time basis for the routine conduct of the Company's business, who has passed through the probationary period.

It is understood and agreed that individuals employed for part-time or occasional work are not subject to the provisions of this Agreement. Employees who are continued on a full-time basis and complete their probationary period as described in Article 11, Section 2(A) shall be subject to the provisions of this Agreement.



### **Section 3. Promotions-Transfers.**

When promoting or transferring an employee, consideration shall be given to seniority in his Occupational Group. If a promotion or transfer is not given to the employee with seniority, such employee shall be given the reasons, if so requested by the employee or his representative.

### **Section 4. Fitness and Ability.**

Seniority shall govern, subject to Fitness and Ability. The determination of Fitness and Ability shall be the right and responsibility of the Company, provided that in the event an employee feels that he has been discriminated against, he may present a complaint under the Grievance Procedure.

Any written memos pertaining to disciplinary action kept in employee's files shall be made known to the employee within a reasonable period of time.

#### **Definition of Fitness and Ability.**

In the measurement of Fitness and Ability of an employee, consideration will be given to the following qualifications:

- A. Has the physical ability to perform the essential functions of the position, either with or without reasonable accommodation.
- B. Has had experience related to the job
- C. Performs his work in the manner in which the Company requires it to be done
- D. Cooperates with his supervisor in doing the work
- E. Observes the rules and regulations of the Company
- F. Protects the property and interests of the Company
- G. Reports for work with promptness and regularity
- H. Works in harmonious relationship with his fellow workers
- I. Possesses the necessary capacity to perform the required duties of the job in question

- J. Attitude toward advancement and assumption of additional responsibility
- K. Has successfully completed training to obtain and maintain qualifications for job classifications as required by the Company.

**Section 5. Layoffs.**

- A. When it is necessary to curtail forces due to lack of work, changes brought about by technological developments or other reasons, consideration shall be given to Seniority, Fitness and Ability. Seniority in the respective Occupational Groups shown in Schedule "A" & "B" shall govern, subject to Fitness and Ability. Determination of Fitness and Ability shall be the right and responsibility of the Company, provided that in the event an employee feels that he has been discriminated against, he may present a complaint under the Grievance Procedure.
- B. Any regular employee subject to layoff due to curtailment of forces shall be given two weeks advance notice, unless longer notice is required by law. In addition, the employee shall be paid one week of severance pay (40 hours of pay) for each full year of service up to a maximum of twenty-six (26) weeks and a minimum payment of 160 hours. In addition, an employee who has not received his vacation for the calendar year, shall be allowed his unused vacation. The provisions of this paragraph shall not apply if the employee is terminated for any reason other than layoff, nor if the employee is offered another job onsite at ANO at an equivalent or higher rate of pay.
- C. For purpose of layoffs, it is understood that layoffs are by Occupational Group seniority without regard to unit specific training or qualifications, with the exception of Operations as specified in Article 11, Section 8, paragraph 1.

**Section 6. Termination of Seniority.**

The seniority of an employee shall terminate under any of the following conditions:

- A. When he quits;
- B. When he is discharged;

- C. When he is laid off for a period in excess of thirty six (36) consecutive months;
- D. When he is promoted from the bargaining unit for a period in excess of six (6) consecutive months;
- E. For operations personnel entering an SRO Licensing program, this period shall be extended until the end of the program up to 12 months.

In C, D, and E, the employee retains but does not accrue seniority for the specified period.

**Section 7. Break in Service.** When an employee terminates employment and is later rehired or reclassified as a full-time, regular employee, or a regular full-time employee is reclassified as a part-time employee and is subsequently reclassified as a regular full-time employee, the Break in Service calculation will apply as follows:

A. For breaks in service of less than 12 full months:

- 1. The original hire date is restored, and
- 2. There is no loss of service time.

B. For breaks in service of over 12 months, but less than 5 years:

The original hire date will be moved forward the amount of time the employee was away from the Company, creating an adjusted employment date.

C. For breaks in service of more than 5 years:

Prior service will be restored only if the break in service was of shorter duration than the prior service. When this occurs, the original hire date will be moved forward the amount of time the employee was away from the Company, creating an adjusted employment date.

This only applies to years of service for vacation allowance, service awards, and Short-Term Disability Leave benefits. An employee's service prior to and during a break in service will be considered for purposes of calculating retirement benefits to the extent and in the manner set forth in the Final Average Pay Pension Plan, Cash Balance Plan, and Savings Plan, as applicable.

## **Section 8. Operations Personnel.**

The following operating personnel: Control Room Operator, Waste Control Operator and Auxiliary Operator will accrue job seniority in each of these listed classifications. Progression will be made as shown in Schedule "A" & "B". Demotions and layoffs will be in the reverse order even though the employee demoted or laid off from a higher classification may not have job seniority in the lower classification. Each unit is a separate group in determining seniority. Seniority is not transferable from one unit to another but remains where earned.

If for any reason the senior employee in an Operator classification is not promoted, he waives his seniority rights to the next qualified employee in line of seniority, and in so doing, in case of future promotions or demotions, he will be considered as having less seniority in the job which he is performing or will perform than the employee previously promoted.

Upon promotion in any operating classification, personnel will be entitled to time accrued on a temporary basis in the higher classification in determining the rate of pay within the classification. Such accrued time will not be used in determining seniority for permanent promotion purposes.

## **Section 9. Helpers.**

Job No. 9011/9012 - Helpers and Job No. 9022 Laborer are classifications common to various departments. These employees do not accrue job seniority for higher jobs, except as provided below, but will be promoted to higher classifications if Fitness and Ability as defined in the Agreement justifies such promotion. The Company will give similar consideration to such employees in case of demotion.

All persons hired into 9011/9012 Helper classifications at ANO, assigned to work in an occupation with a designated line of progression will accrue seniority in the assigned group. However, 9011/9012 Helpers may be required to work in any classification as necessary.

## **ARTICLE 12 - WORK ASSIGNMENTS**

Electricians, I&C and Mechanics will be assigned to Unit 1 or Unit 2. From time to time employees may be assigned work on the opposite Unit without restriction. Unit assignments may be changed at the Company's discretion.

In order to maintain proficiency and qualified support for each Unit, some work assignments will be filled by Unit Specific Offerings. Assignments will be on a volunteer basis by seniority. Unit Specific Offerings will cover the following assignments:

- FIN Team
- Fuel Services Team (Mechanical, Electrical and I&C)
- Maintenance Shift Rotation
- Off-site Work Assignments
- Training
- Valve Maintenance

The number of craftsmen needed for each assignment will be divided equally between Units to the extent practicable for each Occupational Group.

Operators will be assigned to Unit 1 or Unit 2. Operators may be assigned tasks on the opposite Unit they are qualified to perform.

No employee will be assigned work for which he is not qualified.

**Section 1.** While performing assignments within the bargaining unit classifications an employee may perform incidental cross occupational work, provided it is within their capability. The employee has the right and responsibility to refuse to perform such work if it is outside their capability.

**Twelve Hour Time Clock.** Bargaining unit employees may be asked to perform cross Occupational Group work provided they have the capability to perform the work safely, while qualified employees from the affected Occupational Group are being called out.

**Section 2.** The Union and the Company agree to form a committee composed of bargaining unit employees appointed by the Union

Business Manager, and non-bargaining employees assigned by the Company. The committee will identify and review functions that may be shared or redistributed and performed safely and effectively independent of Occupational Group lines. The committee will create a list of approved functions that may be shared or redistributed. These functions must first be mutually agreed to and approved by the Union Business Manager and Vice President Operations prior to implementation.

The parties agree that because of the limited personnel available in Dosimetry and to increase the efficiency in both the Health Physics and Dosimetry Occupational Groups, core work will be shared between Health Physics and Dosimetry during outage and non-outages.

The parties agree that because of the limited personnel available in the Machine Shop, the Mechanical Occupational Group will be allowed to work in the Machine Shop during outage and non-outages as follows:

- A. Machine shop qualified Mechanics will be selected annually on a volunteer basis by seniority.
- B. Employees who rotate will report to the Welding/Machine Shop Supervisor.
- C. Vacation will be scheduled in the Machine Shop vacation matrix.
- D. Overtime worked during the rotation will be canvassed from the Machine Shop overtime list.

Additional qualified Mechanics may be requested to work in the Machine Shop on a temporary basis based on business needs at Company's discretion. Assignments will be on a volunteer basis by seniority

**Section 3.** If tool pouch maintenance is required and it is within the capability of a bargaining unit employee, then the work should be done by that individual. Tool Pouch maintenance is defined as maintenance actions for deficiencies on station electrical, mechanical, or I&C component or parts where the conditions are met as specified in Attachments 2, 2A & 3.

**Section 4.** The Company agrees that except for those situations below, duties normally assigned to the bargaining unit employees shall not be performed by employees in classifications not included in the bargaining unit.

- A. Emergencies - as defined in Article 17, Section 1(C).
- B. Instruction purposes.
- C. Outages – As defined in Article 12, Section 13.
- D. Housekeeping activities – As defined in Article 12, Section 12.

**Section 5. Work in a Higher Classification:**

When an employee is temporarily transferred to a higher classification, he shall receive the rate of pay of the higher classification except the trainee under direct supervision will not receive the higher classification and rate of pay until he assumes the duties of the classification without supervision.

Any employee stepped up temporarily shall not be returned to a lower rate of pay during the time off for holidays or illness (not to exceed two (2) consecutive days).

**Section 6. Work in a Lower Classification:**

When an employee is temporarily performing work in a lower classification he shall suffer no reduction in pay. However, if permanently performing work in a lower classification he shall be properly classified and receive the pay of the lower classification.

**Section 7.** When an employee becomes physically unable to perform the essential job functions of his classification due to a cause other than his own gross misconduct or injury sustained while working in employment outside the Company, other than an injury sustained while in military service covered by the Uniformed Services Employment and Reemployment Rights Act, the Company will make reasonable effort to assign him to another job if available for which he is qualified and physically able to perform the essential job functions, either with or without reasonable accommodation, and in such cases the seniority provisions of this Contract shall not be applicable. It is understood that there will be no requirement on the Company to add a job or to place the employee in a job where he is unable to perform

the essential functions, either with or without reasonable accommodation.

The rate of pay in the new job shall be determined as follows:

- A. If the employee has ten years or less of service at the time the disability begins, his rate of pay shall be the rate of the new job to which he is assigned, but not more than the rate he was receiving when the disability began.
- B. If the employee has more than 10 years of service, but less than twenty-five at the time the disability begins, and if the rate of the new job is less than the rate he was receiving when the disability began, he shall receive the rate of the new job, plus the following adjustment for each year of service in excess of 10 years: 7% of the difference between the rate of the new job and the rate he was receiving when his disability began, but not to exceed an aggregate of 100%.
- C. If the employee has 25 years or more of service at the time his disability began, his rate of pay in the new job shall be the same rate he was receiving when the disability began.
- D. If the employee's rate of pay as determined above exceeds the rate of the new job, it shall remain unchanged unless or until the rate of the job exceeds that amount.

If a partially disabled employee who has been placed in a lower rated job later becomes qualified to fill a job more nearly corresponding in rate of pay to his former pay rate, he will be given consideration should such a higher rated job become available. In such cases, the seniority provisions of this Agreement may be waived upon the mutual agreement of the Company and Union.

### **Section 8. Transfer of Employee.**

No permanent transfer of an employee from one classification, job title, department, or city to another shall be made unless such employee is agreeable to such transfer, except as covered by Article 12, Section 6 and Article 11, Section 8.

### **Section 9. Temporary Foreman.**

When the Company deems it necessary to fill a foreman position on a temporary basis with an employee who works in a classification



listed in Schedule "A" & "B", the Company will fill the Temporary Foreman classification under the following conditions:

- A. When promoting an employee to Temporary Foreman, consideration shall be given to seniority in his Occupational Group. If a promotion is not given to the employee with seniority, such employee shall be given the reasons, if so requested by the employee or his representative.
- B. The promotion is subject to Article 11, Section 4.

**Section 10. Temporary Assignments.**

Selection of bargaining unit employees for temporary assignments will as follows:

- A. Based on available manpower and expertise.
- B. Assignments will be volunteer based.
- C. Assignments will be equally distributed among available employees.
- D. Employees will have the following options related to overtime in the affected shop or Occupational Group:
  - 1. The overtime should not affect the temporary assignment.
  - 2. If the employee chooses to be available for overtime in their home group, then the employee will remain on their overtime list.
  - 3. If the employee chooses NOT to be considered for overtime, then the employee will go to the bottom of the overtime list and will only be forced as a last resort.
- E. Assignments should not exceed 24 months unless mutually extended by the Business Manager and the Company.
- F. All new assignments will be made known to the Business Manager prior to implementation.

**Section 11. Operations Off-Shift Assignments.**

Selection of bargaining unit employees for off-shift bargaining unit assignments will be as follows:

- A. Based on available manpower and qualifications.
- B. Assignments will be made on a volunteer basis. If enough employees do not volunteer, they may be assigned in reverse seniority.
- C. Assignments will be equally distributed among available employees by seniority dependent on crew staffing levels.
- D. Assignments should not exceed six months unless mutually extended by the Business Manager and the Company.
- E. Assignments will be made known to the Business Manager prior to implementation.

### **Section 12. Housekeeping.**

The Company and Union agree that "Housekeeping" is potentially a Nuclear, a Radiological, and an Industrial Safety concern and as such is the responsibility of every person on site to be sensitive to this issue. It is agreed that every individual will take the necessary action to ensure that good housekeeping is a part of daily work practices.

### **Section 13. Outage Assignments.**

During refueling outages, non-bargaining employees may be used to displace contractors by performing specific bargaining unit work.

All bargaining employees will be assigned to support the outage and guaranteed 60 hours per week for outage target duration; subject to compliance with NRC working hour rules. Some work assignments and/or projects may have staggered start and stop dates. If the employee has a hardship and cannot work 60 hours per week, they should contact their supervisor.

If the employee's original department needs staff during the outage, supervision may request volunteers. If an employee volunteers to work in their original department, they are not guaranteed 60 hours.

If an employee is "forced" to work in their original department, they will be guaranteed 60 hours per week. The overtime is not optional and may be in any area for which they are qualified (e.g., outage related, original department,...).

In regard to job assignments which cross Occupational Groups; typically bargaining employees will be offered assignments and asked

to volunteer. However, in the unlikely event there is no volunteer, then an employee may be assigned.

In the event job assignments require extensive training or preparation prior to the outage, some schedules may be changed to accommodate the training or preparation.

Non-bargaining job assignments which could be perceived as "bargaining unit work" will be limited to those which are listed in the following list. Utilization of employee's under these guidelines will be reviewed for duration and scope and mutually agreed to prior to implementation. Any additions or deletions to the list must be mutually agreed to by the Union Business Manager and the Vice President, Operations prior to implementation.

The Union and Company agree to meet and attempt to agree whether these guidelines apply during other periods of reduced output such as a forced outage at ANO when a portion of the bargaining unit is temporarily assigned to another site.

#### Outage Assignments List

- Major Modifications
- S/G ECT/Platform Team
- S/G Nozzle Team
- NDE Team
- Video Camera Team
- Refueling Team
- T/G & Auxiliaries Team
- MOV Team
- Snubber Team
- HP OPS
- OSG Team
- Decon Team
- Radwaste Control
- Firewatch
- Investigations
- Stores Team
- Reactor Building Laborer

## **ARTICLE 13 – HOURS OF WORK**

The parties hereto recognize that the business of the Company requires continuous operation for twenty-four (24) hours of each day. It is inherent that working schedules be established and it is recognized that from time to time changes in working schedules for employees may be necessary to meet conditions of operation.

### **Section 1. General Guidelines:**

- A. The regular working hours for employees shall be forty (40) hours per week.
- B. The regular workday is exclusive of time taken for lunch except for those on twelve (12) hour regular rotating shift and Maintenance Shift Rotation.
- C. The regular lunch period shall start at mid-shift plus or minus one hour. If any employee is required to work two (2) hours past the starting time of his regular lunch period without being permitted to eat, he will be allowed 30 minutes of paid time at time and one-half to eat.
- D. During January of each year a shift bump, on or off, within each Occupational Group (except Operations) will be offered by seniority and if not filled, forced by the junior qualified employee. Assignments to shift crews will be at the Company's discretion.
- E. Operations may have a crew change after each refueling outage and the proposed change shall be posted as early as possible. Assignments to shift crews will be at the Company's discretion. Support shifts assignments will be offered by seniority and if not filled, forced by the junior qualified employee.

F. The Company and the Union mutually agree that the complement of non-operating shift personnel shall not be limited, provided that the shifts established will include a permanent day shift complement greater than or equal to the size of any shift crew within that Occupational Group.

G. The following classifications, including the lines of progression, may be assigned to regular rotating shifts:

- |                        |                            |
|------------------------|----------------------------|
| Operations             | Chemists                   |
| Electricians           | Storekeepers               |
| Plant Repairmen        | 9011/9012 Helpers          |
| Instrument Technicians | Drafting/Cad Technicians   |
| Health Physicists      | Administrative Specialists |

H. Permanent promotions and demotions for shift personnel shall be filled in accordance with Article 11, Section 3, 4 and 8 (if applicable). If the vacancy cannot be filled by seniority, the person in the desired classification with the least seniority will be assigned to the shift.

I. Vacancies. Vacancies defined - When employee(s) assigned to a regular rotating shift crew are not available to fill their assigned shift. If necessary, will be filled as follows:

1. Vacancies on regular rotating shifts, for less than three (3) days will be filled by offering overtime.
2. Vacancies on regular rotating shifts, for three (3) days or more may be filled by either offering overtime or assigning an individual to the shift by seniority which includes changing their straight time hours while on that shift. If there are not

enough volunteers to fill the vacancy, it will be filled by the junior qualified employee.

- J. The Company may schedule the regular workweek so as to change the regularly scheduled workday starting time of employees to meet business needs. Schedule changes shall be agreed upon by the IBEW Business Manager and the Company. The change may be implemented with a one-week notice to the employees. The schedule may be terminated by the Business Manager or the Company, and will be terminated beginning with the next regular workweek.
- K. Regular published schedules are listed in the appropriate section of this article. Any alteration to the work schedules that have been initiated by this agreement requires prior approval of the ANO Vice President, Operations and the Business Manager, IBEW Local 647.

**Section 2. Compressed Work Week.**

Sun	Mon	Tues	Wed	Thur	Fri	Sat
Off	9	9	9	9	Off	Off
Off	9	9	9	9	8	Off
Off	9	9	9	9	Off	Off
Off	9	9	9	9	8	Off

Work hours for the compressed workweek will begin at 07:00 and end at 16:30 or 07:30 and end at 17:00 for the scheduled nine (9) hour work days. The eight hour day will be 07:00 to 15:30 or 07:30 to 16:00. The work week will be as starting after the first 4 hours each Friday and ending after the first four (4) hours on the following Friday.

### **Section 3. Ten Hour Schedule.**

All regular day shift employees will work the ten (10) hour schedule which will begin at 07:00 and end at 17:30, Monday – Thursday except as listed below:

Storekeepers - Either 4-10's Monday – Thursday or Tuesday – Friday or the Maintenance Shift Rotation.

Admin Specialists – Either Compressed workweek, or 4-10's Monday – Thursday, or 4-10's Tuesday – Friday.

Operations Support – Either 5-8's, or 4-10's Monday – Thursday, or 4-10's Tuesday – Friday.

The work week will be as starting on 07:00 Sunday morning and ending at 06:59 on the following Sunday morning.

Start times may be modified in accordance with Article 13, Section 1J.

Employees have the option each year with Company approval, to change their schedule to either 5-8's Monday - Friday or 4-10's Tuesday - Friday instead of the ten hour schedule listed above.

If the compressed work week or ten (10) hour schedule is terminated, the regular working hours for non-shift employees shall be forty (40) hours per week and shall consist of five (5) consecutive days of eight (8) hours each, between 07:00 and 15:30, 07:30 and 16:00, or 08:00 and 16:30, Monday through Friday.

### **Section 4. Maintenance Shift Rotation – Mechanical, I&C, Electrical, HP, and Storekeeper**

### Maintenance Shift Rotation

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
A		E	E	E	E	E				10	10	10	10				10	10	10	10				10	10	10	10		
B		10	10	10	10				E	E	E	E	E				10	10	10	10				10	10	10	10		
C		10	10	10	10				10	10	10	10				E	E	E	E	E				10	10	10	10		
D			10	10	10	10			10	10	10	10				10	10	10	10				E	E	E	E	E		

Evenings Monday – Friday  
16:30 – 00:30

Days Tuesday – Friday  
07:00 – 17:00

Days Monday – Thursday  
07:00 – 17:00

The Maintenance Shift Rotation is described in the chart below. Mechanical, I&C, Electrical, HP, and Storekeeper job classifications can be assigned to the shift rotation. The Maintenance Shift Rotation will begin in January, 2019.

The Maintenance Shift Rotation will have some Straight Day Shift slots which will be offered by seniority at the beginning of the calendar year. These straight day workers will be assigned to a rotating crew and work with that crew except for the evening shifts when the straight day workers will be assigned to a different crew on days and work Tuesday – Friday.

Time for lunch will be taken as operational conditions permit and are included in the schedule. There is no designated lunch or break times.

When the necessity arises requiring up to 24-hour coverage, the following guidelines shall apply.

#### Monday – Friday

The assigned evening crew will be held over as necessary, normally no more than 4 overtime hours.





- C. Time for lunch will be taken as operational conditions permit and is included in the schedule. There are no designated lunch or break times.
- D. The above schedule may be changed to a six (6) shift rotation. When operational needs and staffing levels permit, the Union and the Company will develop this schedule.

**Section 6. FIN (Fix-it-Now) Team**

The main purpose of the team is to increase efficiency and to reduce cost.

Assignments to the team will be on a volunteer basis by seniority from each unit. The number of each Occupational Group will be equalized to the extent practical. If enough employees do not volunteer then employees may be assigned in reverse seniority subject to fitness and ability. No cross Occupational Group work is permitted outside what is approved in the bargaining agreement.

The work crews will consist of the following Occupational Groups and the following range of employees with the number of employees established and maintained for each year, to the extent practicable. The intent for Operations is to have a minimum of two (2) Operators per unit. At least one (1) Operator per unit must be licensed.

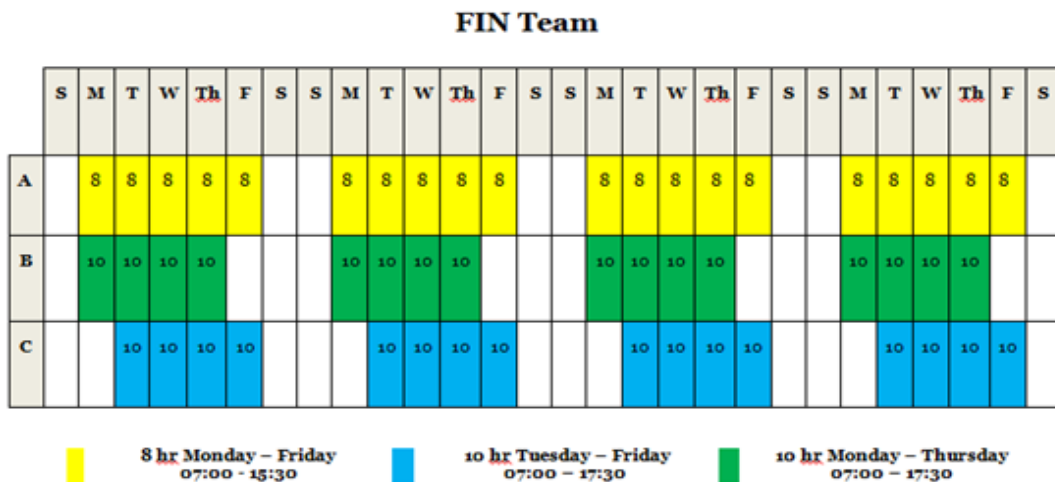
Mechanical	2-12	Reactor Operator	2-4
Electrical	2-12	Waste Control Operator	2-4
I&C	2-12	Stores	0-2
Operations		HP	1-2

For all groups except Operations, each assignment will be for a period of one (1) year starting in January of each year. The working hours for the team will be offered by seniority with approximately 50% of each discipline working the Monday-Thursday schedule and approximately 50% of each discipline working the Tuesday-Friday schedule listed below:

Monday - Friday, 07:00 - 15:30

Monday - Thursday, 07:00 – 17:30

Tuesday - Friday, 07:00 - 17:30



Operations personnel will be assigned to an 18 month rotation per unit (outage to outage) to keep crews together. The Operations rotation will begin with the conclusion of the 2R26 in Fall of 2018.

Any of the three (3) options above are available provided there are at least two (2) people from the same Occupational Group on the same schedule.

During refueling outages, half of the Fin Team may be assigned to night shift, based on FIN Team staffing and plant needs.

The employees will be allowed to work through lunch and leave thirty (30) minutes early. If this option is taken there will be no designated lunch period.

In the event of a vacancy on the team for one (1) week or more, the FIN Team Leader may fill by seniority from the affected Occupational Group as needed.

Employees may be assigned to the shop, on a temporary basis when plant needs dictate, based on qualifications and expertise.

Vacation will be administratively controlled by the FIN Team Leader.

Overtime will be handled in accordance with Article 17.

### **Section 7. Changing Regular Shifts.**

Regular published schedules may be changed and shifts established for one or more of the following reasons:

- During periods of overhaul that require a generating unit to be inoperative for system generation,
- when it is necessary to perform maintenance on a piece of equipment that by being removed from service jeopardizes the continued full-load operating capability of the unit,
- start-up of a unit, or whenever necessary to expedite work for violations of Tech. Spec's or NRC commitments,
- work on NRC reportable items,
- to avoid major equipment damage,
- a significant reduction in station output capability,
- Service Water Bay Outages, Service Water Pump/Motor

- On-line Diesel PM,
- New Fuel/Dry Fuel Storage, (prep. week & fuel load, see Section 9)
- EFW Pumps/Motors,
- Containment Spray Pumps/Motors,
- HPI/HPSI Pumps/Motors,
- Decay Heat/LPSI Pumps/Motors,
- Circulating Water Pumps/Motors,
- Main Chillers,
- Emergency Chillers,
- ICW Pumps/Motors,
- Unit 1 Main Condenser Tube Cleaning,
- Unit 2 Condensate Pumps/Motors,
- Vacuum Pumps/Motors,
- or a serious personnel safety hazard.

When shifts change, the following shall apply:

Regular working hours shall be forty (40) working hours per week and shall consist of four (4) days of ten (10) working hours including Saturdays, Sundays and holidays.

When assigned to a rotating shift, the employee will not be placed on shift for a period of less than three (3) days.

Shift schedules shall be arranged so that days off from work will be consecutive so far as practical, and shall be so arranged as to rotate at specified periods. Schedules shall be posted.

It is understood that the shift that starts closest to 07:00 is the first shift.

Employees may be required to perform other work (according to skills required) as directed by supervision when the work for which the employees were put on shift is delayed.

Departments can transition crews/employees into and out of the outage schedule as follows:

- As early as seven (7) days prior to breakers opening.
- Up to seven (7) days after breakers closing.
- A minimum of three (3) days of overtime will be provided if worked on the outage schedule during transition.
- During these transition weeks, crew/employees schedules may be staggered.

### **Non-Refueling Outages**

The employee shall not be forced to work the second or third shift longer than 14 days. The employee may volunteer to work the second and third shift longer.

### **Refueling Outages**

The employee shall not be forced to work the second or third shift longer than 35 days. The employee may volunteer to work the second or third shift longer.

Assignments to shift will be developed as follows:

- A. Prior to shift start, each department will request volunteers for second or third shift.
- B. If the required complement of shift personnel are not obtained, personnel will be assigned to shift based on business needs.

- C. Consideration will be given to previous outage shift assignments and employee preference.

## **Section 8. Fuel Services Team**

The purpose of the Fuel Services Team is to better facilitate the dry fuel and refueling activities that will be better served by the dedicated ownership of ANO employees.

This team's duties will include, but not be limited to, performing reactor disassembly/reassembly, fuel moving/handling activities, dry fuel storage, new fuel receipt, irradiated component handling and maintenance associated with equipment/tooling.

Benefits of this team include:

- Improved Refuel/Dry Fuel scope execution due to integration of craftsmen in key roles of the projects
- Improved reliability by maintaining Refuel/Dry Fuel equipment, and tooling
- Enhanced maintenance and operability of fuel related components and systems
- Continued improvement of work document quality
- Reduced impact to other departments through communication and coordination of the Fuel Services Team

This team will consist of a Core Group of eight (8) Fuel Services Technicians. The Fuel Services Technicians will be supplemented by 4 Mechanics, 2 Electricians and 2 I&C Technicians.

Fuel Services Technicians

- Fuel Services Technicians will have their own shop, separate from other classifications now covered by the CBA. They will have their own separate vacation and overtime lists from the other shops.
- Unless mutually agreeable, any employee filling the Fuel Services Technician position, whether through internal posting or outside hire, will not be considered for any vacancy or new job, except of higher classification, until he/she has served four (4) years as a Fuel Services Technician after he/she has completed training and becomes fully qualified.
- Job Titles and Wages: The Fuel Services Technicians will be paid and have job classifications levels in accordance with the wage schedule for other craft—e.g., Electrician.

Rules of assignment for the additional Mechanics, Electricians and I&C Techs:

- Qualified individuals will work for a period of up to thirty-six (36) months, reporting to the Fuel Services Supervisor.
- The first rotation in 2018/2019 will be two (2) years for half the occupational group to establish the staggered rotation.
- Craft volunteering for these positions will be considered as having volunteered for all Fuel Services activities at ANO for the duration of the assignment.
- Personnel will be available for shop overtime provided it does not adversely affect their duties assigned as part of the rotational assignment.



Applies to Both Fuel Services Technicians and the additional Mechanics, Electricians and I&C Techs:

- Qualified individuals will support offsite work in accordance with Article 23 of the CBA. However, if there are no volunteers, the Company and the Union shall meet to discuss a mutually agreed upon resolution to obtain the specified number of qualified individuals necessary to fill the request.
- If twenty-four (24) hour coverage is needed for Fuel Services activities, it will be established in accordance with Article 13, Section 7 – Changing Regular Shifts.
- The working hours for the team will be either:
  - Monday - Thursday, 07:00 - 17:30
  - Tuesday - Friday, 07:00 - 17:30
- The employees will be allowed to work through lunch and leave thirty (30) minutes early. If this option is taken there will be no designated lunch period.
- Vacation will be administratively controlled by the Fuel Services Supervisor. In the event of a vacancy on the team for one (1) week or more, the Fuel Services Supervisor may fill by seniority from the affected Occupational Group as needed.
- Employees may be assigned to their respective shop, on a temporary basis when plant needs dictate, based on qualifications and expertise.
- Overtime will be handled in accordance with Article 17.

## **Section 9. Additional Fuel Services Support**

The following rules shall apply for Dry Fuel Storage activities:

Qualified employees will be assigned to the project based on overtime equalization not to exceed two (2) consecutive casks.

Qualified is defined as those individuals who have completed the necessary qualifications/training on the Holtec or VSC-24 System.

The Company will commit to having trainees assigned during cask loading which will include at least one (1) HP to ensure additional employees are being trained and qualified.

Trainees will be assigned on a volunteer basis by seniority. If enough volunteers are not available, the employees will be assigned by reverse seniority. Additional trainees may be assigned at Company's discretion.

When twenty-four (24) hour coverage is needed for New Fuel/Dry Fuel activities, it will be established in accordance with Article 13, Section 7.

## **Section 10. Valve Services Team**

The main purpose of the team is to achieve excellence in valve maintenance services at ANO and within the Entergy Fleet by increasing efficiency and expertise, while reducing cost.

Assignments to the team will be by Unit Specific Offerings on a volunteer basis by seniority among journeyman who are already MOV or AOV testing qualified. If not enough volunteers, then a journeyman/apprentice may be assigned to the team and must qualify either as an MOV or AOV Tester within 12 months. Mechanics do not require MOV or AOV testing qualifications.

The work crews will consist of the following Occupational Groups with the number of employees established and maintained for the length of the assignments.

Mechanical	2-4
Electrical	2-4
I&C	2-4

Rules of assignment:

- Qualified individuals will work for a period of up to thirty-six (36) months, reporting to the Valve Team Supervisor.
- The first rotation in 2019 will be forty-eight (48) months for half the occupational group to establish the staggered rotation
- Qualified individuals will support offsite work in accordance with Article 23 of the CBA. However, if there are no volunteers, the Company and the Union shall meet to discuss a mutually agreed upon resolution to obtain the specified number of qualified individuals necessary to fill the request.

The working hours for the team will be either:

Monday - Thursday, 07:00 – 17:30

Tuesday - Friday, 07:00 - 17:30

The employees will be allowed to work through lunch and leave thirty (30) minutes early. If this option is taken there will be no designated lunch period.

Vacation will be administratively controlled by the Valve Team Supervisor. In the event of a vacancy on the team for one (1) week or more, the Valve Team Supervisor may fill by seniority from the affected Occupational Group as needed.

The Company will ensure additional craftsmen are being trained and qualified. Trainees will be assigned on a volunteer basis by seniority.

Employees may be assigned to the shop, on a temporary basis when plant needs dictate, based on qualifications and expertise.

**Overtime will be handled in accordance with  
Article 17.**

## **ARTICLE 14 – VACATIONS**

**Section 1.** All regular employees shall be entitled to receive a scheduled vacation each calendar year based on his years of continuous service. During his vacation, employee shall receive pay as though he had worked the indicated hours at his base hourly wage.

**Section 2.** All current employees hired on or before February 28, 2021, will be entitled to vacation in accordance with the table below:

### **Vacation Schedule**

Years of Service	Vacation
1-5	2 weeks (80 hours)
6-14	3 weeks (120 hours)
15-23	4 weeks (160 hours)
24 Plus	5 weeks (200 hours)

**Section 3.** All current employees hired on or after March 1, 2021, will be entitled to vacation in accordance with the table below:

### **Vacation Schedule**

Years of Service	Vacation
< 1	Up to 80 hours
1-5	2 weeks (80 hours)
6-14	3 weeks (120 hours)
15-23	4 weeks (160 hours)
24 Plus	5 weeks (200 hours)

With respect to the first row above (<1 Year of Service), if the employee begins work at any time from January through the end of May, the employee will be eligible for 40 hours of vacation. After completing six months of active service, the employee will become eligible for additional vacation as reflected in the chart below. With supervisor approval, and after all eligible vacation has been exhausted, the employee may borrow some or all of these additional vacation hours before the employee becomes eligible for them on the condition that the employee repay the company the value of the hours if the employee leaves the company (for whatever reason) before the employee becomes eligible for the hours.

If the employee begins work at any time between June 1 and the end of October, the employee will be eligible for hours of vacation as reflected in the chart below. The employee will not be eligible for any additional hours of vacation in the first calendar year.

If the employee begins work in November or December, the employee will not be eligible for vacation until the following year.

Month of Hire	Initial Hours Allotted Upon Hire	Additional Hours Allotted after Six Months of Active Service	Total Possible Hours for Calendar Year
January	40 Hours	40 Hours (eligible in July)	80 Hours
February	40 Hours	32 Hours (eligible in August)	72 Hours
March	40 Hours	24 Hours (eligible in September)	64 Hours
April	40 Hours	16 Hours (eligible in October)	56 Hours

May	40 Hours	8 Hours (eligible in November)	48 Hours
June	40 Hours	0 Hours	40 Hours
July	32 Hours	0 Hours	32 Hours
August	24 Hours	0 Hours	24 Hours
September	16 Hours	0 Hours	16 Hours
October	8 Hours	0 Hours	8 Hours
November	0 Hours	0 Hours	0 Hours
December	0 Hours	0 Hours	0 Hours

**Section 4.** Whenever reasonably possible, employee shall have his preference as to the time of such vacation in accordance with the following guidelines:

- A. Requests for vacation in January through March shall be submitted by December 31 of the preceding year to be granted by seniority.
- B. Requests for vacation in April through December shall be submitted by April 1 to be granted by seniority.
- C. Requests for vacation not submitted in time will be granted on a first come, first serve basis.
- D. A minimum of thirty (30) percent of employees in each Occupational Group shall be granted vacation in non-outage times based on available employees.
- E. A minimum of fifteen (15) percent of employees in each Occupational Group shall be granted vacation during scheduled outage times based on available employees.
- F. Adjustments will be made in vacation schedules at the request of the employee whenever, in the judgment of

the Supervisor, this can be done without undue inconvenience to the Company or other employees.

- G. Vacations shall not be cumulative from year to year, but a carryover provision for eighty (80) hours of vacation will be allowed.
- H. In the event of a conflict in vacation dates in the original request, the conflict shall be resolved by granting such vacation to the senior employee in his Occupational Group within his department.
- I. Schedules shall be posted as soon after the first of the year as practicable.
- J Any employee who does not request all of his vacation in accordance with the above procedure by April 1, if necessary may have the appropriate number of vacation days scheduled and posted by his supervisor, after discussion with the affected employee or employees.
- K. An employee will be considered available for work during his vacation provided he notifies the supervisor responsible for call out prior to the beginning of his vacation.
- L. If the employee is required to work during a scheduled vacation period, the employee shall be allowed to reschedule the unused vacation day(s) involved.
- M. All vacation scheduling is subject to approval by the supervisor to assure sufficient staffing levels are present.

**Section 5.** An employee who is entitled to more than eighty (80) hours of vacation may elect to work during such excess vacation on the following conditions:

- A. It requires approval by the Company.
- B. The vacation time will be paid at his normal rate for each hour worked, and



C. The employee will be credited with their regular straight time vacation pay.

The decision of the Company in the giving or withholding of its consent in Section 4 shall be final and not subject to the Grievance Procedure.

## ARTICLE 15 – HOLIDAYS

**Section 1.** The following holidays will be recognized by the Company: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and 3 personal holidays.

**Section 2.** If a holiday falls on a worker's regular day off, it will be observed on the first day the employee is scheduled to return to work. When a holiday falls within an employee's regular work schedule, the employee shall be paid as follows:

- A. Eight (8) hours at his regular base hourly rate if he or she is not required to report for duty. When the employees schedule is greater than eight (8) hours, the hours in excess of eight (8) will be taken as either vacation, personal holiday, time off without pay or can be made up at any time during the affected workweek. Make-up time will be paid at the employee's straight-time rate, even if that time is worked outside of the employee's regular schedule. Make up time requires supervisor approval and scheduling.
- B. If required to report to work on a Company Holiday, the employee shall be paid eight (8) hours of holiday pay in addition to being paid at a rate of one and one half (1 1/2) times his hourly rate set forth in Schedule A or B for all hours worked.
- C. Those personnel assigned to work on a holiday may float the holiday as follows:
  1. Must be by mutual consent.
  2. Can be taken as a personal holiday.
  3. The floating holiday must be taken in the same year that the holiday is observed.

**Section 3.** An employee may observe the personal holidays on any days of the year selected by the employee, provided it is agreeable to the Company, in accordance with Article 14, Vacations. The personal holidays can be taken in hour for hour increments. If holidays are not taken in the calendar year in which they occur, they are forfeited.

Employees in the first calendar year hired will be allowed personal holidays as follows:

<b>Hire Date</b>	<b>Personal Holidays Allowed for the Year</b>
January 1 – April 30	3
May 1 – August 31	2
September 1 – December 31	1

## **ARTICLE 16 – ATTENDANCE**

The Company and the Union recognize that the provisions of this Article represent a substantial potential cost and are not intended to be considered as earned time off for any reason and will only be granted for bona fide reasons listed in the following sections:

### **Section 1. Workers' Compensation & Short Term Disability.**

Regular employees who become physically unable to work due to illness or injury shall receive pay during their absence from work in accordance with the following provisions:

#### **A. Workers' Compensation.**

If the disability is caused by injury occurring as a result of an industrial accident while working on site or while performing work on site or while performing work at the Company's direction, the Company will provide benefits according to the Short Term Disability Schedule or Workers' Compensation benefits, whichever is greater, as follows:

- For the first week or fractional part thereof, payment shall equal employee's regular "straight time" base pay (including Legal requirements) for the actual time employee is unable to perform assigned duties up to a maximum of 320 total hours. All other employees will receive base pay for the first 320 total hours in accordance with the Short Term Disability schedule.
- If the disability continues beyond eight weeks the employee shall be paid 65% of such base pay (including Legal requirements) but not to exceed 720 total additional hours.

- If the disability continues thereafter, only the amount required by law shall be paid under this provision.

If the disability is caused by injury occurring in the performance of the employee's Company duties, the Company will supplement any other benefits payable to the disabled employee so that the employee's total payments will equal 65% of the employee's base pay at the time of the disabling injury, or the Company will provide benefits according to the Short Term Disability schedule, whichever is greater. Such supplemental payments will continue for 1040 hours following such injury, provided the employee remains disabled.

### **B. Short Term Disability.**

If the disability is due to causes other than such occupational injury or illness, bargaining unit employees will be eligible for Short-Term Disability Leave benefits as set forth in the table below, and in the “Entergy System Policies & Procedures Leave of Absence – Short-Term Disability Policy”, a copy of which is available on the EntergyNet under the “Policies” tab (“Short-Term Disability Policy”). This reference to the Policy is not intended to incorporate the terms of the Policy in this Agreement, and the bargaining unit may continue to make inquiry about or to request bargaining regarding substantive changes to that Policy. Where this Agreement includes express terms covering any subject addressed in the “Entergy System Policies & Procedures Leave of Absence – Short-Term Disability Policy”, this Agreement shall govern as to any conflict. The parties also agree, however, that the Company shall have no bargaining obligations with respect to any changes to the administrator, medical certification requirements, or the administrative procedures of the Short-Term Disability Policy, which the Company may change at the Company’s sole discretion after first explaining those changes to the

Bargaining Unit Business Manager or his/her designated representatives. No benefit levels, substantive standards for access/denial, or appeal provisions can be changed without agreement by the Union.

The Company will continue to pay the base pay then in effect for periods of time as follows:

System Service	STD at 100% Base Pay
1 - 6 months	0
after 6 months	40 hours
after 1 year	80 hours
after 2 years	120 hours
after 3 years	160 hours
after 4 years	200 hours
after 5 years	240 hours
after 6 years	400 hours
after 7 years	560 hours
after 8 years	720 hours
after 9 years	880 hours
after 10 years	1040 hours

STD will require a 40 hour “Elimination Period” (EP) as set forth in the Policy. An EP is a required period of absence which must be satisfied before becoming eligible to receive STD benefits.

- The first 40, consecutive hours of absence will be charged to Absence For Compelling Reasons (AFCR), Floating Holidays, or Vacation in that order. If the employee has fewer than 40 available hours in those categories he will be placed on No Pay status for the remainder of the 40 hour EP.
- STD pay will begin on the 41<sup>st</sup> hour of consecutive absence (if approved).
- AFCR, Floating Holiday and Vacation will no longer be “given back” for the first 40 hours of absence use for STD.

If total disability continues after exhausting the provisions in A and B above, the employee shall then receive any benefits for which he/she is eligible under the provisions of any long-term disability insurance plan that may then be in effect.

Once Short-Term Disability benefits at full base pay have been exhausted, 65% of base pay will be paid for additional period of disability up to a maximum benefit period of 1040 total hours. Benefits paid under Short Term Disability will terminate after 1040 total hours, whether or not an employee is enrolled in the Company's Long Term Disability Plan.

It is understood that benefits may be withheld in undeserving cases to the point of imposing disciplinary penalties on any employee found guilty of abusing these privileges.

To qualify for Short Term Disability, an employee must have a health condition that can be medically certified as requiring the employee's absence from work for a period that exceeds forty (40) consecutive (straight time) work hours. In addition, an employee must report any health condition which may affect the employee's ability to perform all or part of his/her duties to their supervisor or to the Human

Resource Department by the 40th consecutive hour of absence.

The Company may require medical evidence of the employee's disability for the duration of the medical condition including being examined periodically by a physician of the Company's choice.

In applying the STD policy, the calendar-year calculation that was in effect during the term of the Agreement that expired on March 1, 2012 shall continue in effect until December 31, 2012. Effective January 1, 2013, in applying the STD policy, a rolling 12-month period shall be utilized in accordance with the Short-Term Disability Policy. Accordingly, STD leave that is used in 2012 will be considered when applying the rolling 12-month period beginning on January 1, 2013.

## **Section 2. Time Off with Pay.**

In addition to items such as vacation, holidays and long term disability, the following are considered time off with pay:

- A. **Jury Duty.** Employees selected to serve on a jury in municipal, county, parish, state or federal court under subpoena or court order, may be excused from work and may be granted Paid Absence for the period of time of jury service covered by the initial subpoena or court order that occurs during the employee's scheduled working hours. Employees who have been called to jury duty, and are released from jury duty two hours or more prior to the end of their regularly scheduled shift must either report to work or contact their supervisor or his/her designee for instructions regarding the necessity to report to work. When assigned to jury duty, shift workers working the evening or midnight shift will be rescheduled to the day shift, provided it doesn't unduly affect the operations of the Company and



provided that the Company may require an employee to cross shift lines to fill the vacancy caused by the rescheduling.

**B. Death in the Family.** Employees shall be allowed reasonable time off as described in this section for the purpose of making arrangements and attending the funeral when a death occurs in the family. It shall be understood that members mean:

1. Immediate family members are spouse, mother, father, step parent, sibling, child (foster, adopted, stepchild), grandchild, grandparents, mother-in-law or father-in-law.
2. Other family members include son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

If an employee is notified during his regular workday of a death in his immediate family, he shall be released from duty for the remainder of the day with no loss of base pay. In addition, the employee shall be entitled to three (3) regular working days off following the day of the death for the purpose of attending the funeral or handling the affairs of the estate of the deceased.

Time off with pay of one day to attend funeral of other family members shall be granted if the funeral is held on a regular workday.

Additional time off may be granted upon request.

**C. Pallbearer.** An employee may be allowed time off without loss of pay up to one-half day to serve as a pallbearer for another employee of the Company or close friend when the funeral service is within 65 miles of Russellville, and up to one day off without loss of pay when the funeral service is more than 65 miles from Russellville.

### **Section 3. Absences**

- A. **Paid Absences (Absence for Compelling Reasons, AF CR)** - Paid absences should be approved by a supervisor for circumstances such as illness, illness of a family member, non routine doctor appointments, and similar significant items of an urgent nature.

To encourage attendance and control absenteeism, it is helpful to establish a guideline with respect to paid absences. On a twelve (12) month calendar basis (January to December) the guideline for paid absences will be forty (40) hours and should not be considered an entitlement. Additional hours, subject to supervisor approval, may be granted in accordance with Section 5.

Employees are permitted to carry over up to a maximum of 40 unused AF CR hours into the next calendar year. An employee's bank of AF CR hours shall never exceed 80 hours.

- B. **Unpaid Absences.** Unpaid absences are subject to supervisor approval for items such as inclement weather and if operations permit, may be granted for personal reasons.

### **Section 4. Military or Maternity Leave.**

Conditions of re-employment of former employees on military leave or return to duty of employees on maternity leave shall be governed by Federal laws and regulations.

**Section 5. Paid Parental Leave.** Through the term of this Agreement, bargaining unit employees will be eligible for paid parental leave benefits as set forth in the Entergy System Policies & Procedures Leave of Absence – Paid Parental Leave Policy (the “Parental Leave Policy”), as amended by the Company in its discretion provided that the amendments also apply to non-bargaining employees

of Arkansas Nuclear One, a copy of which is available on the myEntergy webpage. For purposes of applying the Parental Leave Policy to this Agreement, sections 5.1 and 5.2 of the policy are modified as follows:

### **5.1 Eligibility Requirements for Paid Parental Leave**

**5.1.1** To be eligible for Paid Parental Leave, the employee must be an Eligible Employee as of the Qualifying Event and must satisfy all of the requirements under this Policy, including providing both a timely request for leave under this Policy and appropriate supporting documentation via the Leave Request Form.

**5.1.2** This Policy is effective January 1, 2021. For any Qualifying Event occurring prior to that effective date, Paid Parental Leave is available only if the employee (a) is an Eligible Employee as of a Qualifying Event that occurs between January 1, 2020 and January 1, 2021 and (b) satisfies all of the requirements under this Policy.

### **5.2 Paid Parental Leave – Limits, Duration, Manner, Pay and Benefits**

**5.2.1** Limits, Duration and Manner. Eligible Employees are entitled to commence one Paid Parental Leave per calendar year. Eligible employees also are entitled to a single Paid Parental Leave per Qualifying Event. The maximum period or duration of Paid Parental Leave is six weeks, and the entire leave (whether it is as short as one day or as long as six weeks) must be completed within 12 months of the Qualifying Event with which the leave is associated (unless the Eligible Employee's Qualifying Event, pursuant to section 5.1.2, occurred between January 1, 2020 and January 1, 2021, in which case the Paid Parental Leave associated with that Qualifying Event must be completed

by December 31, 2021). Paid Parental Leave must be taken continuously (intermittent use of other forms of leave outside this Policy may be available in specific or certain circumstances and should be coordinated with Paid Parental Leave when possible).

In addition, any dispute regarding the reasonableness of the interpretation or application of the Parental Leave Policy shall be subject to the dispute resolution provisions of this Agreement.

**Section 6.** Employee's attendance will be reviewed in light of a number of factors including, but not limited to, the employee's length of service, the circumstances of absences, and previous record (i.e. STD, unpaid absences, patterns of absences, and prior attendance record).

When in the judgment of the designated ANO Human Resources point of contact an employee's absences are excessive in view of this Article, the Company may take appropriate action. Any proposed action in this regard will be reviewed by the management level above the Company representative proposing the action prior to the action being taken.

The IBEW agrees to support and cooperate with this program and the Company's attempt to reduce absenteeism and the Plant Union Steward will be involved in administering this policy.

**Section 7.** In applying the FMLA policy, the calendar-year calculation that was in effect during the term of the Agreement that expired on March 1, 2012 shall continue in effect until December 31, 2012. Effective January 1, 2013, in applying the FMLA policy, a rolling 12-month period shall be utilized in accordance with the Family and Medical Leave Policy. Accordingly, FMLA leave that is used in 2012 will be considered when applying the rolling 12-month period beginning on January 1, 2013.

## **Section 8. Volunteer Hours.**

Employees are provided with the opportunity to volunteer up to a total of sixteen (16) hours of paid time off for volunteer activities each year during scheduled, regular working hours, subject to the conditions specified in the Attendance and Absenteeism Policy rev 13.

## **Section 9. Inclement Weather.**

Employees may be granted a Paid Absence when the Employees have been scheduled to report to work, but due to a serious, hazardous weather condition such as a hurricane, flood, snow storm or ice storm, are specifically instructed by the Company: (a) to leave work and return home, (b) to stay at home and not report to work, or (c) to evacuate the geographical area.

## ARTICLE 17 – OVERTIME

### Section 1. Definitions.

The following terms used in this Agreement shall be defined as indicated.

- A. **Straight Time** - the hours an employee is regularly scheduled to work during the workweek, not to exceed 40. Straight time shall be compensated at the applicable rate specified in either the attached Schedule A or Schedule B.
- B. **Overtime** - the time worked outside of the daily regularly scheduled hours or time actually worked in excess of forty (40) hours per week. In addition to receiving straight time for hours worked in excess of 40 in a workweek, employees shall receive an overtime premium calculated as required by, and in accordance with, the provisions of the Fair Labor Standards Act. Hours considered overtime in workweeks where an employee has worked 40 hours or less shall be paid at 1.5 x the applicable rate specified in either the attached Schedule A or Schedule B.
- C. **Emergencies** - a situation in which the Company and its employees must take immediate action to prevent serious injury, save life, prevent damage to property, or prevent an imminent turbine or reactor trip.
- D. **Call-out** - when an employee is called to work outside of his regularly scheduled work hours.
- E. **Prearranged** - overtime that is arranged by the Company and notice given to the employee prior to being released from his last regular work period, including hours of work extended past a regular working period.

- F. **Job Continuation** - when work is in progress on a regular time basis and needs to be completed on an overtime basis, and those persons already engaged in the work are allowed to continue. This can apply to overtime extended to a regular scheduled day off provided job continuity dictates.
- G. **Holdover** - work extended past a regular working period.

## **Section 2. Overtime Work**

- A. Overtime work shall be divided as equally as possible among the available employees who regularly perform the work to be done.
- B. There shall be no duplication of overtime allowed for the same hours worked.
- C. If no one else volunteers, employees will accept call-outs and prearranged overtime if it does not cause an unusual hardship.
- D. With respect to overtime work, whenever there is a choice between a regular employee and a temporary, part-time or occasional employee, a trainee or a summer student, and both are not needed, preference shall be given to the regular employee.
- E. When a contractor is used to supplement an ANO work group and overtime is available, then ANO employees will be given preference for the overtime work.
- F. Maintain a single overtime list for each shop or Occupational Group. This list will only track overtime worked, and will be made available to employees in like classifications. At the beginning of each year, a new overtime list is started with all employees at zero. Overtime will be offered by seniority until enough overtime has been logged to identify a "low person". If

a new employee enters a department after the beginning of a year, they will be added to the overtime list by taking an average of overtime hours between the "low person" and the "high person".

- G. Overtime worked during offsite work assignments or overtime built into the Twelve (12) hour regular rotating shift does not count towards the ANO overtime list.
- H. An individual should not be permitted to work more than sixteen (16) hours in any 24-hour period, nor more than twenty-six (26) hours in any 48-hour period, nor more than seventy-two (72) hours in any seven-day period (all excluding shift turnover time).

Recognizing that very unusual circumstances may arise requiring deviation from this guideline, such deviation shall be authorized by the Operations Shift Manager, General Manager or Vice-President, Operations. The paramount consideration in such authorization shall be that significant reduction in the effectiveness of operating personnel would be highly unlikely. Authorized deviations to the working hour guidelines shall be documented and available for NRC review.

- I. An employee required to work sixteen (16) consecutive hours or sixteen (16) total hours within a twenty-four (24) hour period shall be allowed ten (10) consecutive hours rest period before returning to work. If the rest period extends into the employee's regular work schedule, such hours of rest shall be paid at the employee's applicable rate specified in either the attached Schedule A or Schedule B. Travel time from the job may be in excess of the sixteen (16) hours. The ten (10) hour rest period shall start when actually released.



- J. No employee will be required to work more than eight (8) hours in any 24-hour period without 7 1/2 consecutive hours off without the benefit of overtime for all hours worked in excess of eight (8) hours at the straight time rate.
- K. An employee on vacation (see reference in Article 14, Section 3K), personal holiday, sick leave, offsite training or unusual hardship situations will be treated as unavailable for work.
- L. When it is necessary that work be performed by employees on an overtime basis, it shall be done by the person or persons who would have performed the work had it been done on a regular time basis.
- M. If any person already engaged in the work cannot continue during the overtime period, or in the case of a call-out a person is unable to report for work, the work shall be done by any other qualified person available.
- N. Any non-covered employee who has worked four (4) or more consecutive nights shall be afforded a thirty-four (34) hour rest period prior to returning to work on days.

### **Section 3. Overtime Selection Guidelines**

To help provide consistent application of how to determine the employees who should be offered overtime under different circumstances, the following guidelines shall be used:

- A. Call-out with an immediate response necessary:**
  - 1. Use the overtime list.**
- B. Holdover situations:**
  - 1. If job continuation applies, offer to those employees first.**

- 2. Then offer by the overtime list of employees on-site.**
  - 3. If more personnel are still needed, then call-out by the overtime list.**
- C. Prearranged or call-out with advanced notice.**
- 1. Offer by the overtime list to employees whose regular schedule will not be affected.**
  - 2. Then offer by the overtime list to employees on-site.**

#### **Section 4. Call-outs**

- A. Employees called out after a regular scheduled work period, day or night shall be paid a minimum of three (3) hours pay at 1.5 the applicable straight time rate set forth in Schedule A or B. The employees who are called out on their regular day off or holiday will receive a minimum of four (4) hours pay at 1.5 x the applicable straight time rate set forth in Schedule A or B. All credited call-out periods are in addition to thirty minutes travel time.
- B. If the call-out overlaps the starting time of the regular work period, higher rate of pay applies only to work assigned prior to or after regular working hours.
- C. In case more trouble is likely to occur, the employees may be held for the duration of the credited call-out time.
- D. An employee will be considered as unavailable if there is no answer or if the supervisor gets an answering machine.
- E. Call-out guidelines:

1. Employees will be offered the opportunity each week (by Thursday) to indicate whether they are interested in working overtime for that weekend and the following week (through Thursday).
2. Each individual shall initial in a Yes/No column on the overtime list to indicate this interest. Only those indicating interest by an initial in the "Yes" column will be offered overtime.
3. When a call-out is necessary, the low person on the list who volunteered will be notified of the overtime work. If the person does not want to work, the supervisor will inform the person that they will be expected to report for work unless the supervisor can secure another person to work within one (1) hour.
4. The supervisor then proceeds down the overtime list contacting as many volunteers as possible. In the event that not enough personnel are obtained, the supervisor will then start at the top of the full list calling all personnel available (including those who initialed in the "No" column) and require those necessary to report to work.
5. Within one (1) hour, the supervisor will inform the person(s) who declined whether they were able to find someone else who wants to work or if they need to report.
6. When an employee indicates they do not want to work and the supervisor attempts to find someone else, the employee will not be paid "stand-by" time.

7. Those persons at or near the NRC work limits will not be contacted if the overtime will take them over the limit, unless they are the only persons available for work.

## **Section 5. Prearranged Overtime**

- A. No employee shall be required to remain at a location designated by the Company on their regular "days off" as "stand by" without compensation.
- B. If prearranged overtime overlaps the starting time of the regular working period, the higher rate applies only to work assigned prior to regular working hours. However, if the prearranged overtime overlaps the ending time of the regular work period, a minimum of one (1) hour will be paid at the rate of 1.5 x the applicable straight time rate set forth in Schedule A or B.
- C. An employee reporting to work in accordance with such prearranged overtime shall receive a minimum of two (2) hours pay at the rate of 1.5 x the applicable straight time rate set forth in Schedule A or B on the employee's regular workdays and a minimum of four (4) hours pay at the rate of 1.5 x the applicable straight time rate set forth in Schedule A or B on the employee's regular days off and on holidays.

## **Section 6. Shift Work Overtime**

- A. When it becomes necessary that shift work be performed on an overtime basis in departments using three (3) shifts daily (eight (8) hour rotating shifts), the positions will be filled as follows:
  1. The unfilled position will be filled by having the person performing the duties of such unfilled position on the prior shift remain on duty for the first half of the unfilled shift, and by having the

person who is scheduled to perform the duties of said position on the next shift come in early to work the second half of the shift.

2. In the event the person who is to come in early cannot be contacted or is unavailable, the present person will continue until a person of like classification becomes available.
3. If at any time a person of like classification is not available either because they have declined or because they cannot be contacted, the vacancy will be filled by step-up promotion within the shift as far as there are qualified persons on the shift.
4. Shift lines may be crossed in filling this vacancy. Once a step-up has been made, it will continue for the duration of the day.

## **ARTICLE 18 – QUALIFICATIONS**

### **Section 1. Examination of Helpers and Apprentices.**

Helpers and apprentices shall pass a written and/or an oral examination before being advanced to a journeyman level position.

### **Section 2. Job Performance.**

The Brotherhood agrees that the members covered by this Agreement shall individually and collectively perform their work in accordance with the safety, engineering and construction procedures and instructions as directed by the Company. The Company agrees that its supervisors shall direct work to be done in accordance with its safety rules and regulations.

### **Section 3. Promotional Sequence Within Occupational Groups.**

Lines of promotion and progression within an Occupational Group are shown on the attached Schedule "A" & "B".

### **Section 4. Training Review Group.**

Training Review Groups may be established for each of the disciplines certified by the National Academy for Nuclear Training (Operations; I&C, Mechanical and Electrical Maintenance; Chemistry and Radiation Protection). Each committee shall consist of two (2) qualified journeymen-level employees representing and selected by the discipline, two (2) supervisors/managers, and chaired by an individual representing the responsible training section. Charters will be developed and agreed upon by that committee outlining the responsibility of the committee.

The Training Review Groups will conduct comprehensive examinations of trainees to ensure learning objectives are satisfied. Each board will consist of two (2) qualified journeymen-level employees of the discipline being tested,

two (2) supervisors/managers, and one (1) trainer of the discipline being tested. The decisions of the review board will be the full and final responsibility of management.

### **Section 5. Operations Personnel.**

To be eligible for promotion to Control Room Operator, the employee must obtain and maintain an NRC Reactor Operator License. To be eligible for promotion to Waste Control Operator, the employee must complete Waste Control Operator qualifications. To be eligible for promotion to Auxiliary Operator, the employee must complete Auxiliary Operator qualifications.

To aid in determining fitness and ability, management may evaluate potential Reactor Operator candidates prior to selection for RO class, as necessary, to determine probability of successfully completing the RO training program. Management has the right to make final selection of RO candidates based on previous work and training records, subject to the Grievance Procedure.

If the Company does not receive enough volunteers to enter into RO training, the Company may assign the desired number of Waste Control Operators to RO class based on Article 11.

RO candidates, who have not successfully completed RO class on their first attempt, may or may not be allowed to attend RO class again, at the discretion of management.

An RO candidate who has not successfully completed a second RO class may, at the discretion of management, be transferred to another classification or department, subject to the Grievance Procedure.

Management may consider Reactor Operator experience for filling a shift vacancy or shift staffing.

Employees who are entering Reactor Operator positions and obtain a Nuclear Regulatory Commission reactor operator license shall be restricted from transferring to any vacancy or new job, except of higher classification, until the applicable unit completes two (2) operating cycles following receipt of the Nuclear Regulatory Commission reactor operator license.

**Section 6. Training.** Training assignments within the bargaining unit will be assigned as follows:

- A. Required Training will be offered by seniority, when practicable.
- B. For all other training offered to employees, consideration should be given to seniority, prior training, job requirements and department needs when making the decision. Also, expertise should be considered when applicable.
- C. Off-Site training assignments shall be distributed as equally as possible. No duplication of training will be allowed until everyone has been given an equal chance to attend. Once scheduled, if a training assignment is canceled, the employee scheduled shall not bump an employee who is already assigned to attend another school.
- D. The Company shall give advance notice of all training offered and publish them at the first of the year when practicable.
- E. Regular published schedules may be changed for an employee's workweek for training that is provided between the hours of 06:00 and 18:00. Training hours will be either the ten (10) hour schedule, Monday – Thursday or eight (8) hour schedule Monday - Friday.

While attending training, an unpaid lunch period of thirty (30) minutes will be observed.



## **ARTICLE 19 – COMPENSATION**

### **Section 1. Wages and Wage Rates.**

Wages will be computed on an hourly basis for the job classifications covered by this Agreement in accordance with the rates set forth in the applicable column in Schedule "A" for employees hired prior to May 1, 2002 and in Schedule "B" for employees hired on or after May 1, 2002. All employees will be paid every two weeks. All payments (including bonuses, allowances, and any other separate payments via payroll) will be made via direct deposit unless company administration constraints prevent direct deposit. The classification level of employees may be adjusted higher during the initial twelve month review period.

### **Section 2. Shift Differential.**

Employees who are assigned to a regular rotating shift will receive a shift differential of \$1.25 per hour when working outside of 7:00 a.m. to 3:30 p.m.

### **Section 3. Temporary Foreman.**

Employees who are temporarily promoted to Temporary Foreman will receive \$4.25 per hour above the highest pay rate in the Occupational Group.

### **Section 4. Compensation for Nuclear License.**

**A. Monthly License Bonus.** An employee working in a nuclear power plant who is required by the Nuclear Regulatory Commission to have a special license from the Nuclear Regulatory Commission in order to perform his duties shall receive \$700 per month additional compensation as long as a license is required and maintained.

**B. Biennial Requalification Bonus.** An employee working in a nuclear power plant who is required by the Nuclear Regulatory Commission to have a special license from the Nuclear Regulatory Commission in order to perform his duties will receive a payment of \$500 upon successful completion on the first attempt of the biennial Nuclear Regulatory Commission requalification examination.

**C. Reactor Operator Candidate Training Bonus.**

The Company will pay a one-time lump sum payment for successful completion of the four milestones of licensed training in the following amounts to each Waste Control Operator undergoing Reactor Operator Training as follows:

Step 1:	GEFS	\$750
Step 2:	Systems Training	\$750
Step 3:	Audit Exam	\$2,000
Step 4	NRC Exam	\$3,000

**D. Reactor Operator License Candidate Bonus.**

1. Waste Control Operator is Reactor Operator training at ANO will receive a monthly bonus of \$550 as soon as practical following his/her successful completion of the RO GFES exam and have entered the initial license class.
2. This bonus will continue throughout his/her successful completion of RO training. This bonus will discontinue if the employee leaves the RO training program for any reason (personal hardship, academic failure, etc).
3. At no time will the employee receive the \$550 monthly bonus in the same month that he/she receives a \$700 RO bonus.

## **Section 5. Compensation for National Academy for Nuclear Training Certification.**

Individuals in eligible classifications in the following Occupational Groups for which a National Academy for Nuclear Training Certification Program exists at ANO will be eligible to receive a base wage adjustment in accordance with the rate set forth in the applicable column of the applicable wage schedule upon completing and maintaining such certification.

Plant Repairman	Instrument Technician
Welder	Computer Technician
Machinist Repairman	Health Physics Tech.
Plant Maint. Electrician	Dosimetry Technician
Relay Technician	Nuclear Chemist
Waste Control Operator*	

\*Eligibility for receiving this base wage adjustment will be limited to those Waste Control Operators fulfilling shift Waste Control Operator duties who have successfully completed the program, including oral and/or written boards. When an individual qualifies for Reactor Operator License Pay, he will no longer be eligible to receive this certification pay.

## **Section 6. Compensation for Level II Receipt Inspector.**

Storekeepers will be eligible to receive a base wage adjustment in accordance with the rate set forth in the applicable column of the applicable wage schedule upon obtaining and maintaining qualification as a Level II Receipt Inspector.

The Company will determine the number of personnel for which training can be facilitated based on business needs. Individuals will be given the opportunity to volunteer by seniority.

Certification will be obtained within one year from start of initial training.

### **Section 7. Overtime Pay.**

The Company agrees, only for the purpose of calculating overtime pay, to include Reactor Operator license pay into the base pay.

### **Section 8. ANO Cooling Tower Work.**

Cooling tower work greater than 175 feet above ground level shall be paid a premium of one-half (1/2) of their base hourly wage for such time as they work above such height; each such period of work shall be deemed to be at least 4 hours for determining premium pay.

### **Section 9. Uniforms.**

Uniforms will be provided by the Company to the following work groups: Storekeepers, Electricians, Plant Repairmen, Instrument Technicians, Computer Technicians, Health Physics Technicians, Nuclear Chemist, Machinists, Welders, Relay Technicians and Plant Operators.

Uniforms furnished to employees shall be subject to all applicable income and employment taxes and shall be reported through the Company's Payroll Department and time reporting and payroll system. Reimbursements for safety shoes shall also be subject to all applicable income and employment taxes except to the extent that the employee seeking the reimbursement (i) applies for such reimbursement through the Company's regular business expense reimbursement system and furnishes all information and receipts required by such system; (ii) seeks

reimbursement in the amount actually expended, but not in excess of the \$165 reimbursement amount provided for in this Agreement; and (iii) is required by applicable laws, rules or regulations or Company policy to wear such safety shoes due to the nature of the work the employee performs for the Company.

The selected uniform to be worn will be determined by the Company. Uniform orders will be made using the Entergy Operations, Inc. "Standard Uniform Order Form" and approved by the employee's supervisor.

Clothing allotment will be of two types: Initial Issue and Replacement Issue.

Initial Issue of clothing will consists of the following:

Seven (7) Short sleeve shirts

Seven (7) Long sleeve shirts

Seven (7) Pairs of pants

One (1) Belt

One (1) Jacket/Parka

Two (2) pairs of 100% cotton or polyester/cotton blend coverall may be exchanged for a standard uniform set (Two (2) Shirts and One (1) Pant).

One (1) Pair of safety shoes

**Safety Shoe Reimbursement.** The Company will provide an initial \$165 reimbursement for safety shoes required by the Company. Additional \$165 reimbursements for required replacement will require supervisory approval.

A Company Logo will be directly embroidered on all shirts and jackets.

Big and tall sizes will be provided if needed. A woman's cut uniform will be provided.

Replacement clothing will be authorized due to fair wear and tear of uniforms while worn by the employee performing Company work. Replacement of clothing will be approved by the employee's supervisor.

Admin Specialists which are not under the uniform requirements will be allowed to wear dress shorts that project a professional image.

All employees under the uniform requirements except Reactor Operators standing control room watch may utilize company supplied uniform pants or utilize their own Blue Jean type pants (blue, gray or black) in good condition, with the company provided shirt. If the employee utilizes blue jean type pants they will be provided at the employee's expense. Employees are allowed to select only one of these options at the beginning of each year.

Storekeepers regularly assigned to work in un-air-conditioned warehouses have the options of wearing shorts. Shorts may be worn during the months of April through October. Shorts are not allowed in the power block or while attending training. Shorts must be knee length, hemmed, solid color and must have pockets. No tight shorts, gym shorts, sweats, spandex, or cut-offs allowed. Storekeepers will be required to wear uniform trousers or other protective clothing when working with chemicals or other hazardous materials.

### Exceptions

Female uniform wearers who become pregnant will be allowed to wear their own maternity clothing during the course of their pregnancy.

Request to wear personal clothing due to disability limitations or restrictions will be considered on a case by case basis.

IBEW or Company related T-Shirts are allowed to be worn only on “Casual Day” Thursdays or for designated occasions approved by Plant Management.

Control Room Operators may wear blue jeans on designated teambuilding days or when Control Room dress code is relaxed.

## **ARTICLE 20 – BENEFIT PLANS**

For the term of this Agreement, the Retirement Plan, Appendix G (defined below), the Cash Balance Plan (defined below), the Entergy Corporation Companies' Benefits Plus Medical, Vision, Dental, Life Insurance, Long-term Disability, and Reimbursement Plans, and the Savings Plans (defined below) (collectively, the "Pension and Welfare Benefit Plans") shall continue in effect for eligible bargaining unit employees as described below with the following understandings. The actual benefits and eligibility for participation in the Pension and Welfare Benefit Plans shall be set forth in the applicable plan documents, summary plan descriptions, and summaries of material modifications, all of which may be amended and restated by Entergy Corporation from time to time, and such documents shall control as to terms and conditions, eligibility and benefits to be provided under those plans.

Where this Agreement includes express terms covering any subject addressed in the Summary Plan Description or Summaries of Material Modification, this Agreement shall govern as to any conflict. The Company may amend any of the Pension and Welfare Benefit Plans as required by law without reopening or amending this agreement and without the consent of the Union. The Company may also amend the Retirement Plan, Cash Balance Plan, and Savings Plan to protect the respective plan's tax-qualified status without reopening or amending this Agreement and without the consent of the Union. The Company's agreement to provide benefits under the Pension and Welfare Benefit Plans is not vendor specific. A decision by the Company to change third-party administrator or insurers and to make administrative amendments or changes to any of the Pension and Welfare Benefit Plans shall not be subject to bargaining, so long as the benefits provided under the Pension or Welfare Plan to be amended are substantially equivalent to the benefits



provided under such Plan immediately prior to the amendment.

For purposes of this Article 20, all bargaining unit employees who are continuously employed by the Company as bargaining unit employees on and after September 30, 2015 and all employees who become bargaining unit employees on or after October 1, 2015 due to a transfer or otherwise and whose most recent hire date or rehire date with an Entergy System Company employer was before July 1, 2014 are hereinafter referred to as “Continuing Employees.”

For purposes of this Article 20, all bargaining unit employees whose most recent hire date or rehire date with an Entergy System Company employer was on or after October 1, 2015 and all employees who become bargaining unit employees on or after October 1, 2015 due to a transfer or otherwise whose most recent hire date or rehire date with an Entergy System Company employer was on or after July 1, 2014 are hereinafter referred to as “Cash Balance Plan Participants.”

### **Section 1. Retirement Plan.**

For the term of this Agreement, Continuing Employees will be eligible to participate in the Entergy Corporation Retirement Plan for Bargaining Employees, Appendix G, as amended and restated from time to time (“Retirement Plan, Appendix G”).

In addition to all rights reserved to the Company in this Agreement, the Plan Sponsor, in its sole discretion, may amend the Entergy Corporation Retirement Plan for Bargaining Employees (the “Retirement Plan”) and Retirement Plan, Appendix G to allow immediate benefit commencement, including an optional lump sum form of payment, for certain terminated, vested participants and certain retirement-eligible participants who are former Continuing Employees whose employment termination date is on or after July 1, 2018 and whose retirement income

commencement date is no earlier than August 1, 2018 and no later than 12 months after the 1st of the calendar month immediately following their employment termination date, subject to and contingent upon all of the following terms and conditions:

- (1) The amendments to the Retirement Plan and Retirement Plan, Appendix G, will contain terms and conditions similar in substance to those of Amendment No. 9 to the Entergy Corporation Retirement Plan for Non-Bargaining Employees, except that the effective date of the amendments and the agreed-upon earliest termination date for affected Continuing Employees participating in Retirement Plan, Appendix G, shall be July 1, 2018 and the amendments shall include such other or different terms and conditions as the Plan Sponsor in its sole discretion deems necessary or desirable to include; and
- (2) The lump sum payment option may become legally prohibited or in part legally prohibited due to the funded status of the Retirement Plan as provided in the Retirement Plan document during the limited 12 month period after termination of employment during which the lump sum payment option would otherwise be available to a participant pursuant to the amendment. Neither the Company nor the Plan Sponsor will be obligated to provide additional funding of the Retirement Plan or to amend the Retirement Plan or Retirement Plan, Appendix G, to avoid restrictions as provided in the Retirement Plan document on lump sum payments or other accelerated forms of benefit payments to participants imposed on the Retirement Plan as a result of the funded status of the Retirement Plan. Employees are encouraged to consider their individual circumstances before making this important decision and to consider consulting with an independent fee-paid financial advisor, legal advisor,

and/or tax advisor before making the decision regarding which optional form of payment to elect.

A summary of certain provisions is provided below for convenience; however, this summary does not constitute an employee benefit plan document and is not a substitute for the formal employee benefit plan documents of Entergy. If there is any difference between the information contained in this section and the employee benefit plan documents, the plan documents will control.

For Continuing Employees hired prior to May 1, 2002, certain features of the plan include:

- The period used in determining the Final Average Monthly Earnings (FAME) will be the 60 highest months out of the last 120 months. In computing Final Average Monthly Earnings no more than 10 three-pay-period months will be included in any 60-month period. In addition, no more than five annual bonuses and associated supplemental payments, or if paid more frequently, the equivalent of five annual bonuses and associated supplemental payments, will be included in any 60-month period.
- Overtime will be included in the definition of earnings.
- The reduction factor for early retirement will be 2% per year prior to age 65, regardless of date of hire.
- For employees hired after March 1, 1996 but before March 1, 2001, who terminate before an early retirement date with at least 10 years of vesting service, terminated vested benefits will be reduced by 2% per year prior to age 65. Otherwise, the reduction for commencement of terminated

vested benefits prior to normal retirement age will be 7% per year for the first 5 years, and 6% per year for the second 5 years that commencement precedes age 65.

For Continuing Employees hired on or after May 1, 2002, certain features of the plan include:

- The reduction factor for early retirement will be 2% per year prior to age 65, regardless of date of hire.
- The reduction factor for terminated vested employees will be 7% per year for the first 5 years, and 6% per year for the second 5 years for benefit commencement prior to age 65.
- The definition of Earnings excludes overtime.
- The period used in determining the Final Average Monthly Earnings (FAME) will be the 60 highest consecutive months out of the last 120 months. In computing Final Average Monthly Earnings no more than 10 three-pay-period months will be included in any 60-month period. In addition, no more than five annual bonuses and associated supplemental payments, or if paid more frequently, the equivalent of five annual bonuses and associated supplemental payments, will be included in any 60-month period.

Continuing Employees who are on long-term disability (“LTD”) due to a Workers Compensation injury will continue to accrue accredited service credits even if the LTD carrier determines that the employee is employable, but there are no jobs for the employee at the Company.

For the term of this Agreement, Cash Balance Plan Participants shall not be eligible to participate in, or accrue benefits under, Retirement Plan, Appendix G, but in lieu thereof will be eligible to participate in the Entergy Corporation Cash Balance Plan for Bargaining Employees, as amended and restated from time to time (the “Cash Balance Plan”).

## **Section 2. Health and Welfare Benefits.**

For the term of this Agreement, the Company will allow eligible bargaining unit employees and their eligible dependents to participate in the Entergy Corporation Companies’ Benefits Plus Medical, Dental, Vision, Life Insurance (which includes employee life insurance, accidental death & dismemberment insurance (“AD&D”), occupational accidental death & dismemberment insurance (“OAD&D”), aircraft accident insurance, survivor income insurance and dependent life insurance), Long Term Disability (“LTD”), Reimbursement (which includes a traditional health care flexible spending account (a “Health Care FSA”), a limited scope Health Care FSA for employees who also contribute to a health savings account, and a dependent day care flexible spending account (a “Dependent Care FSA”)), and an Internal Revenue Code section 125 Cafeteria Plan (collectively, the “Benefits Plus Plans”) as follows:

### **Medical Plan**

For the term of this Agreement, the Company will allow eligible bargaining unit employees and their eligible dependents to participate in the Entergy system benefits under the Entergy Corporation Companies’ Benefit Plus Medical Plan (the “Medical Plan”), as described in the Entergy Corporation Companies’ Benefits Plus Medical Plan document, as amended and restated from time to time, and the “Entergy Medical Plan Summary Plan Description for the High Deductible Health Plan (“HDHP”), the \$1,000

Deductible PPO Option, and the \$500 Deductible PPO Option, effective January 1, 2018” (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time:

- A. \$500 Deductible PPO Coverage Option** – For the term of this Agreement, the Company will make available to eligible bargaining unit employees a \$500 Deductible PPO coverage option. Eligible bargaining unit employees who choose this coverage option will be charged a premium equal to the employee cost for the HDHP option (if any) plus the incremental Company cost to provide the \$500 Deductible PPO Option.
- B. \$1,000 Deductible PPO Coverage Option** – For the term of this Agreement, the Company will make available to eligible bargaining unit employees a \$1,000 Deductible PPO coverage option. Eligible bargaining unit employees who choose this coverage option will be charged a premium equal to the employee cost for the HDHP option (if any) plus the incremental Company cost to provide the \$1,000 Deductible PPO Option.
- C. High Deductible Health Plan (HDHP) Coverage Option with Access to Health Savings Account (“HSA”)** - For the term of this Agreement, the Company will make available to eligible bargaining unit employees a high deductible health plan (“HDHP”) coverage option. Eligible bargaining unit employees who elect the HDHP coverage option will be charged the same premium that is charged to non-bargaining employees of Entergy Operations, Inc., or a successor Entergy System Company employer, whose principal work location is ANO.

Eligible bargaining unit employees who participate in the HDHP coverage option may contribute on a pre-tax basis through payroll deductions to a health savings

account (“HSA”), through Entergy’s cafeteria plan, the Entergy Corporation Companies’ Benefits Plus Plan, provided they do not participate in any other medical coverage that is not a high deductible health plan, do not elect to contribute to the traditional Health Care FSA described below, and are otherwise eligible to contribute to an HSA.

The Company will not provide cash back or benefit credits for employees who waive coverage under the Medical Plan.

For the term of this Agreement, all active bargaining unit employees will be grouped with all active employees employed by an Entergy System Company and all former employees of an Entergy System Company receiving long term disability benefits under the LTD Plan and separately from retirees (following their initial year of retirement) for purposes of determining their premium costs under the Medical Plan.

If the Company determines that Entergy-sponsored health coverage offered and/or health savings account available during the 2019 calendar year, or any subsequent plan year, to bargaining unit employees, whether singularly or in the aggregate, will cause Entergy Corporation, the Company, or the Plan Administrator to incur or to be assessed or otherwise be responsible for an excise tax, including, but not limited to, the so-called (“Cadillac Tax”) imposed with respect to certain high-cost employer-sponsored health coverage by Section 9001(a) of the Patient Protection and Affordable Care Act of 2010 (P.L. 111-152), or any successor law, if the coverage option were offered to bargaining unit employees after December 31, 2019, the parties agree to negotiate required plan design changes to any Entergy-sponsored health coverage and/or health savings account contribution amount as may be appropriate to avoid incurring the Cadillac Tax. If the parties cannot agree and, as a result, Entergy Corporation, the Company, or the Plan

Administrator incurs the Cadillac Tax in connection with any Entergy-sponsored health coverage offered to bargaining unit employees and/or the health savings account to which bargaining unit employees may contribute after December 31, 2019, then cost sharing for coverages shall be adjusted as deemed necessary by the Company to allow full recoupment of the Cadillac tax incurred.

### **Retiree Medical Benefits**

For provisions regarding retiree medical benefits, see the Subsection entitled “Retiree Health Benefits” in this Article 20, Section 2.

In addition, the Medical Plan contains the following provisions:

### **Tobacco Usage Surcharge and Tobacco Cessation Program:**

A tobacco usage surcharge of \$25 per month will be added to a bargaining unit employee’s Medical Plan premium cost if the bargaining unit employee is unable to certify that the bargaining unit employee and/or the bargaining unit employee’s covered spouse has not used any tobacco products within the previous 12-month period. If it is unreasonably difficult for a bargaining unit employee and/or the bargaining unit employee’s covered spouse to stop using tobacco products due to a nicotine addiction, the Company will waive the tobacco usage surcharge if the bargaining unit employee certifies that the bargaining unit employee and/or the bargaining unit employee’s covered spouse currently is participating in or within the previous 12-month period has completed a tobacco cessation program. The Company also will offer a tobacco cessation program to bargaining unit employees who participate in the Medical Plan and their covered spouses.

### **Penalty for Illegal Activities:**



If a bargaining employee or the employee's covered dependent incurs medical expenses as a result of an accident (caused by the employee or the employee's covered dependent), the employee will be required to reimburse the Company for a portion of those expenses. Specifically, the bargaining unit employee may have to pay up to a total of \$2,500 per accident for medical expenses paid for the employee and/or the employee's covered dependent. The penalty applies only if the accident involves one of the following five specific activities:

- Driving while under the influence of illegal drugs;
- Driving while intoxicated (with an alcohol blood count above the legal limits);
- Not wearing seat belts;
- Riding a motorcycle without a helmet; and/or
- Not using a child's car seat appropriately.

Notwithstanding anything in any Medical Plan document to the contrary, this penalty does not apply if a particular activity listed above is not illegal in the state where the accident occurred. With regard to injuries suffered in an accident caused by a bargaining unit employee who was driving while intoxicated or under the influence of illegal drugs, there will be a presumption that the injuries were caused by illegal conduct. Otherwise, there must be a proven causal connection between the illegal conduct and the injury or injuries involved.

Notwithstanding anything in any Medical Plan document to the contrary, any determination by the plan administrator denying benefits as a result of the provision regarding tobacco usage certification or injuries caused by illegal conduct shall be reviewed by the appropriate court de novo, after a review provided in the claims and appeals procedure set forth in the Medical Plan document.

## **Dental Plan**

For the term of this Agreement, the Company will allow eligible bargaining unit employees to participate in the Entergy Corporation Companies' Benefit Plus Dental Plan (the "Dental Plan"), as described in the Entergy Corporation Companies' Benefits Plus Dental Plan document, as amended and restated from time to time, and in the "Entergy Benefits Plus Dental Plan Summary Plan Description effective January 1, 2018" (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which documents are available on the myEntergy webpage. For the term of this Agreement, the Company will provide bargaining unit employees Dental Plan coverage based on the coverage category the bargaining unit employee elects with the plan premium costs shared on a 70% Company and 30% bargaining unit employee cost sharing basis.

The Company will not provide cash back or benefit credits to bargaining unit employees who waive coverage under the Dental Plan.

## **Retiree Dental Benefits**

For provisions regarding retiree dental benefits, see the Subsection entitled "Retiree Health Benefits" in this Article 20, Section 2.

## **Vision Plan**

For the term of this Agreement, the Company will allow eligible bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefit Plus Vision Plan (the "Vision Plan"), as described in the Entergy Corporation Companies' Benefits Plus Vision Plan document, as amended and restated from time to time, and in the "Entergy Benefits Plus Vision Plan Summary Plan Description effective January 1, 2018," (or any superseding

Summary Plan Description), and any applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which documents are available on the myEntergy webpage. For the term of this Agreement, the Company will provide bargaining unit employees Vision Plan coverage based on the coverage category the bargaining unit employee elects with the premium cost shared on a 50% Company and 50% bargaining unit employee cost sharing basis.

The Company will not provide cash back or benefit credits to employees who waive coverage under the Vision Plan.

### **Retiree Vision Benefits**

For provisions regarding retiree vision benefits, see the Subsection entitled “Retiree Health Benefits” in this Article 20, Section 2.

### **Life Insurance Plan**

For the term of this Agreement, the Company will allow eligible bargaining unit employees pursuant to participate in the Entergy system benefits under the Entergy Corporation Companies’ Benefits Plus Life Insurance Plan (the “Life Insurance Plan”), as described in the Entergy Corporation Companies’ Benefits Plus Life Insurance Plan document, as amended and restated from time to time, and in the “Entergy Benefits Plus Life Insurance Plan Summary Plan Description effective January 1, 2018” (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which are available on the myEntergy webpage.

For the term of this Agreement, Entergy system benefits under the Life Insurance Plan shall include the following coverages:

## **Employee Group-Term Life Insurance coverage:**

The Company will provide eligible bargaining unit employees group-term life insurance coverage equal to one (1) times their annual base pay. A bargaining unit employee may purchase additional employee life insurance coverage at the employee's expense. Bargaining unit employees may not waive employee life insurance coverage or elect coverage less than one (1) times annual base pay.

For the term of this Agreement, Continuing Employees who retire during the term of this Agreement and otherwise satisfy the eligibility requirements for retiree coverage will be eligible for retiree life insurance coverage under the Life Insurance Plan and shall be classified as Group 2 retirees as described in the "Entergy Benefits Life Insurance Plan Summary Plan Description, effective January 1, 2018" (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time ("Life Insurance Plan SPD"). For the term of this Agreement, Group 2, Class A retirees, as described in the Life Insurance Plan SPD presently are eligible for group term life insurance coverage upon retirement equal to one-half (1/2) times their annual base pay immediately prior to retirement regardless of their age and level of coverage immediately prior to retirement, rounded to the next highest multiple of \$1,000 if not an even multiple of \$1,000. For the term of this Agreement,

- Group 2, Class B retirees, as described in the Life Insurance Plan SPD, are eligible for group term life insurance coverage upon retirement equal to one (1) times annual base pay immediately prior to retirement regardless of their age and level of coverage immediately prior to retirement, rounded to the next highest multiple of \$1,000 if not an even multiple of \$1,000.

Cash Balance Plan Participants shall not be eligible for retiree life insurance coverage or benefits under the Life Insurance Plan or for any other life insurance coverage or benefits from the Company or from any other Entergy System Company upon their retirement or other termination of employment.

- Accidental Death & Dismemberment (“AD&D”) Insurance – The Company will provide to eligible bargaining unit employees AD&D insurance coverage equal to one (1) times their annual base pay. A bargaining unit employee may purchase additional AD&D insurance coverage at the employee’s expense. Bargaining unit employees may not waive AD&D insurance coverage or elect coverage less than one (1) times annual base pay.
- Dependent Life Insurance Coverage – Available to eligible bargaining unit employees, but at full cost to the employee.
- Survivor Income Insurance – Available to eligible bargaining unit employees, but at full cost to the employee.
- Occupational Accidental Death & Dismemberment (“OAD&D”) Insurance – The Company will provide eligible bargaining unit employees \$100,000 of coverage at the Company’s expense.
- Aircraft Accident Insurance – The Company will provide, at the Company’s expense, eligible bargaining unit employees \$100,000 of aircraft accident insurance coverage while traveling on a covered aircraft on Company business.

### **Long Term Disability Insurance Plan**

For the term of this Agreement, the Company will allow eligible bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies’ Benefits Plus Long Term Disability Plan (the “LTD Plan”), as

described in the Entergy Corporation. Companies' Benefits Plus Long-Term Disability Plan document, as amended and restated from time to time, and in the "Entergy Benefits Plus Long-Term Disability Plan Summary Plan Description, effective January 1, 2018" (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which are available on the myEntergy webpage.

For the term of this Agreement, the Company will provide eligible bargaining unit employees long-term disability insurance coverage ("LTD Insurance Coverage") that provides a benefit in the event of the bargaining unit employee's long-term disability equal to 40% of the employee's monthly base pay (minus certain income and earnings the bargaining unit employee receives or is entitled to receive while disabled).

For the term of this Agreement, eligible bargaining unit employees may purchase additional LTD Insurance Coverage that provides a benefit in the event of the bargaining unit employee's long-term disability equal to 65% of the employee's monthly base pay (minus certain income and earnings the bargaining unit employee receives or is entitled to receive while disabled); however, the bargaining unit employee must pay that portion of the premium cost for the 65% LTD Insurance Coverage that exceeds the premium cost for the 40% LTD Insurance Coverage. Bargaining unit employees may not waive coverage under the LTD Plan.

Notwithstanding anything in any LTD Plan document to the contrary, for the term of this Agreement, bargaining unit employees who receive a permanent disability rating under the Arkansas Workers' Compensation laws will not have the portion of worker's compensation benefits assigned for their disability rating off-set against payments made to them under the LTD Plan.

## **Reimbursement Plan**

For the term of this Agreement, the Company allow eligible bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefits Plus Reimbursement Plan (the "Reimbursement Plan"), as described in the Entergy Corporation Companies' Benefit Plus Reimbursement Plan document, as amended and restated from time to time, and in the "Entergy Benefits Plus Reimbursement Plan Summary Plan Description effective January 1, 2018" (or any superseding Summary Plan Description) and any applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which are available on the myEntergy webpage.

For the term of this Agreement, Entergy system benefits under the Reimbursement Plan include the following features:

- A. The Reimbursement Plan offers both a Health Care FSA and a Dependent Care FSA. The traditional Health Care FSA is a voluntary account under which an eligible full-time bargaining unit employee may elect to make pre-tax contributions in the form of salary deferral to an account to be used to reimburse the bargaining unit employee for eligible health care expenses incurred during the year by the bargaining unit employee or the bargaining unit employee's eligible dependents.
- B. Eligible bargaining unit employees who elect the HDHP coverage option under the Medical Plan and who contribute to an HSA are not eligible to contribute to a traditional Health Care FSA. Therefore, the Company will allow eligible bargaining unit employees who elect the HDHP coverage option and who contribute to an HSA to participate in a limited scope Health Care FSA. Before the HDHP deductible is met,

the limited scope Health Care FSA may be used only for dental and vision expenses not covered under the Medical Plan and for specific preventive care prescription drugs. After the HDHP deductible is met, the limited scope Health Care FSA may be used for all qualified medical expenses.

- C. The Dependent Care FSA is a voluntary account under which an eligible bargaining unit employee may elect to make pre-tax contributions in the form of salary deferral to an account to be used to reimburse the bargaining unit employee for eligible dependent day care expenses incurred during the year for the care of the bargaining unit employee's qualifying individuals.
- D. Each flexible spending account is subject to a maximum limit on employee contributions as detailed in the Reimbursement Plan document and the "Entergy Benefits Plus Reimbursement Plan Summary Plan Description effective January 1, 2018," (or any superseding Summary Plan Description), and any applicable Summaries of Material Modifications, as those documents may be amended from time to time.

## **Section 2. Retiree Health Benefits**

For the term of this Agreement, full-time Continuing Employees who retire during the term of this Agreement and who otherwise satisfy the eligibility requirements for retiree health benefits under the Medical Plan, Dental Plan, and Vision Plan (the "Benefits Plus Health Plans") or the retiree health plan, as applicable, shall be eligible for retiree health benefits as follows:

- Coverage for Pre-65 Retirees beginning January 1, 2021

Beginning January 1, 2021 and for the remaining term of this Agreement, full-time Continuing Employees under



age 65 who retire during the term of this Agreement and who otherwise satisfy eligibility requirements for retiree benefits under the terms of the Benefits Plus Health Plans (“Pre-65 Retirees”) will continue to be eligible to participate in the Benefits Plus Health Plans, subject to their terms and conditions. Such Pre-65 Retirees will retain their coverage option, coverage category and cost sharing in effect immediately prior to their retirement under the applicable Benefits Plus Health Plan for the remainder of the calendar year in which they retire or until age 65, whichever is earlier, except that such Pre-65 Retirees who are Medicare-eligible shall have the same cost sharing as similarly situated retirees who are Medicare-eligible and who retire during the same year.

Beginning January 1st of the year following their retirement and for the remaining term of this Agreement or until age 65, whichever is earlier, Pre-65 Retirees shall be eligible for retiree coverage under the Medical Plan at the same cost sharing applicable to similarly situated retirees who are former non-bargaining employees of Entergy Operations, Inc., or a successor Entergy System Company employer, whose principal work location is Arkansas Nuclear One. Beginning January 1st of the year following their retirement and for the remaining term of this Agreement or until age 65, whichever is earlier, Pre-65 Retirees shall be eligible for retiree coverage under the Dental Plan and the Vision Plan, and the premium cost sharing for such coverage under each plan shall be 50% Company and 50% retiree.

- Coverage for 65+ Retirees for the 2021 Calendar Year

For the 2021 calendar year, full-time Continuing Employees who retire during the term of this Agreement who otherwise satisfy eligibility requirements for retiree benefits and who are 65 or older (“65+ Retirees”) shall not be eligible for benefits under the Benefits Plus Health

Plans, but instead will be eligible to participate in a retiree health plan that is, in part, a successor to the Benefits Plus Health Plans. Such 65+ Retirees will participate in the coverage options, coverage categories, and premium cost sharing under the retiree health plan that are equivalent to the coverage options, coverage categories, and premium cost sharing under the Benefits Plus Health Plans in effect for the 2021 calendar year.

Following retirement and for the remainder of the 2021 calendar year, premium cost sharing for medical coverage under the retiree health plan for 65+ Retirees who commence retirement after January 1, 2021 and before January 1, 2022 shall be the lesser of the premium cost sharing under the Medical Plan in effect immediately prior to their retirement or the same premium-cost sharing for retiree coverage under the Medical Plan applicable to retired, former non-bargaining employees who retire during the same year and who are Medicare-eligible.

For the 2021 calendar year, 65+ Retirees who commence retirement on or after the Effective Date of this Agreement and on or before January 1, 2021 shall be eligible for medical coverage under the retiree health plan at the same premium cost sharing for retiree coverage under the Medical Plan applicable to retired, former non-bargaining employees who are Medicare-eligible. For the 2021 calendar year, 65+ Retirees who commence retirement on or after the Effective Date of this Agreement and on or before January 1, 2021 shall be eligible for dental and vision coverage under the retiree health plan, and the premium cost sharing for each such coverage option shall be 50% Company and 50% retiree.

- Coverage for 65+ Retirees beginning January 1, 2022

Beginning January 1, 2022 and for the remaining term of this Agreement, 65+ Retirees who retire during the term of this Agreement shall not be eligible for medical, dental, and

vision coverage options under the retiree health plan. Instead, 65+ Retirees and their spouses age 65 and older (65+ Spouses) will be eligible under the retiree health plan for reimbursement of qualifying medical expenses for medical care (as defined in Section 213(d) of the Internal Revenue Code of 1986, as amended (the “Code”)) through a health reimbursement arrangement (an “HRA”), up to a maximum annual reimbursable amount determined by the Company each year and disclosed in the annual open enrollment materials. Under the retiree health plan, 65+ Retirees and their 65+ Spouses will be eligible for reimbursement through the HRA only if they enroll through the Via Benefits insurance marketplace in a Medicare Supplement Plan (Medigap), a Medicare Advantage Plan, a Medicare Part D prescription drug plan, a stand-alone dental plan, or a stand-alone vision plan, or if they are covered under Tricare, Veteran’s Administration (“VA”) Benefits, or Medicaid. Such 65+ Retirees and their 65+ Spouses must be enrolled in Medicare Parts A and B in order to be eligible to purchase a Medicare Supplement Plan (Medigap), a Medicare Advantage Plan, or a Medicare Part D prescription drug plan in the Via Benefits insurance marketplace. The annual reimbursable amount under the HRA for the 2022 Plan Year shall be \$1,000 per 65+ Retiree and \$1,000 per 65+ Spouse adjusted for the lesser of (i) inflation as determined from February 2020 to February 2021, or (ii) four percent. Beginning January 1, 2023 and for the remaining term of this Agreement, the annual reimbursable amount under the HRA shall not increase by more than the lesser of the annual rate of inflation or four percent.

- **Coordination with Medicare**

If a full-time Continuing Employee retires during the term of this Agreement and is eligible for retiree health benefits under the Medical Plan or the retiree health plan, and also is Medicare-eligible at the time he or she retires or becomes

Medicare-eligible any time thereafter during the term of this Agreement, Medicare shall be the retiree's primary coverage once the retiree becomes Medicare-eligible, even if the retiree fails to enroll in Medicare, and the Medical Plan or the retiree health plan, as applicable, shall be secondary to Medicare and will coordinate benefits with Medicare.

- **Administrative Rights**

No provisions of this Agreement shall be construed as a promise, representation or guarantee that the Company will continue to provide retiree health benefits under the Benefits Plus Health Plans or the retiree health plan beyond the term of this Agreement or will continue the cost sharing or cost calculation methodology described herein beyond the term of this Agreement. In addition to provisions specifically provided for in this Agreement, the retiree health plan will contain terms and conditions that the sponsor of the retiree health plan, in its sole discretion, deems necessary or useful to include. The actual benefits and eligibility for participation in retiree benefits in the Benefits Plus Health Plans and in the retiree health plan shall be set forth in the applicable Benefits Plus Health Plans and retiree health plan documents, Summary Plan Descriptions and Summaries of Material Modifications, as those documents may be amended and restated from time to time, which shall control as to terms and conditions, eligibility, and benefits to be provided.

The Company reserves the right to change the vendors that provide, administer or insure the retiree benefits under the Benefits Plus Health Plans and the retiree health plan. A decision by the Company to change providers, third-party administrators or insurers and to make administrative amendments or changes to the Benefits Plus Health Plans or the retiree health plan shall not be subject to bargaining so long as the retiree benefits provided under the

applicable Benefits Plus Health Plans and/or the retiree health plan, as applicable, remain substantially equivalent to the benefits provided under such plan immediately prior to the amendment.

Cash Balance Plan Participants shall not be eligible for retiree coverage or benefits under the Benefits Plus Health Plans or the retiree health plan or for any post-employment health or life benefits or insurance coverage from the Company or from any other Entergy System Company employer upon their retirement or other termination of employment, other than any COBRA continuation coverage to which they may be entitled by law.

### **Section 3. Savings Plan (401(k) Plan)**

For the term of this Agreement, the Company will allow eligible bargaining unit employees to participate in the Savings Plan of Entergy Corporation and Subsidiaries (the “Savings Plan”), which is a tax-qualified defined contribution plan that includes a cash or deferred arrangement within the meaning of Section 401(k) of the Internal Revenue Code of 1986, as amended (the “Code”). The eligibility and features of the Savings Plan are described in the Savings Plan document, as amended and restated from time to time, and in the applicable Summary Plan Description and applicable Summaries of Material Modifications, as those documents may be amended from time to time, copies of which are available via the T. Rowe Price link located on the myEntergy webpage.

For the term of this Agreement, participating bargaining unit employees will be allowed to make elective salary deferral contributions, after-tax contributions, and if eligible, catch-up contributions to the Savings Plan with respect to their regular earnings (base pay), subject to the Savings Plan’s limits and certain limitations provided for in the Code.

For the term of this Agreement, the Savings Plan will provide for a Company matching contribution on behalf of participating Continuing Employees equal to a maximum of 70% (\$0.70 for each dollar) of the Continuing Employee's elective salary deferral contributions and after-tax contributions, excluding catch-up contributions, that do not exceed 6% of the participating Continuing Employee's regular earnings (base pay) each pay period.

For the term of this Agreement, the Savings Plan will provide for a Company matching contribution on behalf of participating Cash Balance Plan Participants equal to 100% (\$1.00 for each dollar) of the Cash Balance Plan Participant's elective salary deferral contributions and after-tax contributions, excluding catch-up contributions, that do not exceed 6% of the Cash Balance Plan Participant's regular earnings (base pay) each pay period.

Bargaining unit employees participating in the Savings Plan will have the option to diversify all existing company matching accounts. In addition to all rights reserved to the Company in this Agreement, the Company may amend the Savings Plan without reopening or amending this Agreement and without the consent of the Union to provide for, establish, or modify the allocation, assessment, and/or payment of Savings Plan fees and expenses, including estimated fees and expenses, to or from the Savings Plan accounts of bargaining unit employees, provided the amendment applies to bargaining unit employees on the same basis as it applies to non-bargaining employees of Entergy Operations, Inc., or a successor Entergy System Company employer, whose principal work location is ANO. The Union will be notified of any such change.

The Savings Plan has an automatic enrollment feature for all non-bargaining employees and for those bargaining employees whose bargaining representatives have agreed to the automatic enrollment feature with respect to their

represented bargaining employees. The bargaining representatives for the bargaining unit employees agree to the implementation of the automatic enrollment feature effective for bargaining unit employees initially hired or rehired on or after January 1, 2012. Under the automatic enrollment feature, bargaining unit employees initially hired or rehired on or after January 1, 2012 shall be enrolled automatically in the Savings Plan at a salary deferral contribution rate of 6% of the employee's regular earnings as soon as administratively feasible after the expiration of 90 days following the employee's hire or rehire date, unless the employee affirmatively enrolls in the Savings Plan or affirmatively opts out of participation in the Savings Plan during the 90 day period. The terms and conditions of the automatic enrollment feature are described in the Savings Plan document, Summary Plan Description, and Summaries of Material Modifications, as those documents may be amended from time to time, which documents shall control to the extent there is any conflict with this Agreement.

#### **Section 4. Wellness Program**

For the term of this Agreement, the Company will make available to eligible bargaining unit employees to participation in a Company-sponsored employee wellness program to promote the health and well-being of the Company's employees. The specific benefits and services to be offered under this program may change periodically. The parties to this Agreement agree that the benefits and services offered under the Company's wellness program may be amended or eliminated, and the wellness program terminated, without amending this Agreement and without the consent of the Union, provided that at all times the Company offers active bargaining unit employees covered by this Agreement the same benefits and services that the Company offers to active non-bargaining employees of Entergy Operations, Inc., or a successor Entergy System Company employer, whose principal work location is ANO.

## **Section 5. Group Universal Life (GUL) Insurance**

For the term of this Agreement, the Company will allow eligible bargaining unit employees to purchase through after-tax payroll deduction group universal life (“GUL”) insurance under a program underwritten by MetLife, or a substantial equivalent. The GUL insurance program is a voluntary program and is not a part of the Entergy Corporation Companies’ Benefits Plus Life Insurance Plan or any other Entergy employee welfare benefit plan or employee pension benefit plan, as those terms are defined in the Employee Retirement Income Security Act of 1974. Entergy Operations, Inc. and its affiliated companies do not sponsor, administer, promote or endorse the GUL insurance program or receive any consideration in connection with the program. Bargaining unit employees are responsible for the full cost of the GUL insurance coverage. A decision by MetLife or any other insurer to no longer offer the GUL insurance program to Entergy System Company employees, including bargaining unit employees, shall not affect this Agreement, require that this Agreement be reopened or amended, or create any further obligation on the Company to find a comparable replacement. Notwithstanding the foregoing statement, at its discretion, the Company may change insurers that offer the GUL insurance program or eliminate the ability to purchase GUL insurance through after-tax payroll deduction, provided the change applies to bargaining unit employees on the same basis as it applies to non-bargaining employees of Entergy Operations, Inc., or a successor Entergy System Company employer, whose principal work location is ANO.



## **ARTICLE 21 – SAFETY**

### **Section 1. Voluntary Protection Program Subcommittee (VPP).**

While participating in OSHA's VPP, the VPP subcommittee will make recommendations to the Company on safety policies and programs that affect the safety and wellbeing of the employees in the bargaining unit.

The establishment and administration of the accident prevention policies, programs and procedures are vested in and reserved exclusively to the management of the Company. The VPP subcommittee shall not deal with individual or group grievances nor handle matters of collective bargaining.

The VPP subcommittee shall consist of seven (7) members, three (3) members selected by the Brotherhood, three (3) members selected by the Company, and the VPP Coordinator. This committee shall meet quarterly or more frequently if the coordinator deems it necessary. It is further agreed that employees engaged in such meetings during their working hours shall suffer no loss in pay (regular straight time) for time spent in these meetings.

The Company and Union agree to meet in an effort to resolve concerns before the Union discontinues its participation in the VPP.

### **Section 2. Inclement Weather.**

Employees may be required to do outside work during inclement weather if such work is necessary for the maintenance of service or for the operation of plants and/or equipment, but not for routine maintenance work.

All employees required to work outside during rain, sleet or snow shall be furnished raincoats or slicker suits, hats and rubber boots. The employee to whom such equipment is issued shall be responsible for same and shall use such

equipment only on the job or enroute to or from work and shall return the equipment for replacement as it becomes worn out. In the event of loss of equipment by employee he may be required to pay for the equipment by deducting from his pay at the time new equipment is issued. Where necessary for the safe storage of equipment, the Company will furnish suitable lockers.

**Section 3. Confined Space.** When work is to be performed inside a confined space, at least two (2) persons will be assigned. This will include condensers, drums, tanks, boilers, containment building when reactor is at power, etc. At least one (1) additional person will be posted at the point of entrance, if required for safety.

## **ARTICLE 22 – TRAVEL EXPENSES**

### **Section 1. Short Term Travel (<1 Week)**

When required to travel on Company related business, employees will be reimbursed for reasonable expenses incurred for such travel outside the Russellville area.

Employee's shall have the option to choose reimbursement of actual reasonable costs of all meal and lodging expenses or be paid "per diem" to cover meals and incidental expenses other than lodging and transportation. Under the "per diem" option, lodging and transportation will either be provided by the Company or the Company will reimburse actual reasonable costs incurred (including IRS car mileage rates, if applicable).

When an employee is required to travel on Company business to the PowerHouse in Jackson, Mississippi and stay there overnight, the employee shall choose the actual expense reimbursement option (rather than the per diem expense reimbursement option) for any bona fide, actual and reasonable business expenses in addition to those incurred at the PowerHouse, due to the fact that the Company pays directly for all expenses incurred by the employee while such employee stays at the PowerHouse.

Reimbursements not in excess of the IRS/GSA allowed per diem rates for meal and incidental expenses and reimbursements for lodging, car mileage and any other bona fide business expenses authorized by this Agreement shall be paid to an employee as non-taxable business expense reimbursements only if the employee stays overnight on Company business, substantiates the expenses (e.g. with respect to per diem rates – the business travel; with respect to car mileage, the miles traveled) in accordance with IRS rules and regulations and submits such substantiation through the Company's per diem or non-per diem business expense reimbursement systems, as appropriate; or, if no

overnight stay on Company business is involved, submits all reimbursable expenses (including meals and incidental expenses and car mileage) through the Company’s regular non-per diem business expense reimbursement system.

Any other payment made to an employee in connection with the employee performing services for the Company on Company business, whether or not such business involves an overnight stay away from home, including but not limited to the portion of the per diem rate in excess of IRS/GSA allowed per diem rates, shall be subject to all applicable income and employment taxes and must be reported to and paid through the Company’s Payroll Department and time reporting payroll system.

The “per diem” rates for meals and incidental expenses shall be as follows:

<b>Effective Date</b>	<b>Cost</b>
March 1, 2021 – February 28, 2023	\$80.00

Travel time to and from assigned locations will be considered as hours worked. For assignments involving travel by automobile, the employee will be paid a number of hours equal to the distance driven, divided by fifty-five (55) provided the employee uses an efficient route. For air travel, the employee will be paid the number of hours equal to the scheduled flight time.

An employee will be reimbursed for all mileage incurred while using his/her personal vehicle for Company business. The employee will be reimbursed at the standard IRS mileage rate after the employee applies for and substantiates such reimbursement through the Company’s regular non-per diem business expense reimbursement system. The mileage rate is considered to provide full and final reimbursement for fuel, wear and tear on the vehicle, and property damage and liability insurance.

## **Section 2. Shared Resources or Long Term Travel (>1 Week)**

When on assignment as a Shared Resource (assignment away from home site for more than 1 workweek), the employee will have the choice of three (3) options for reimbursement of expenses while at the host location. The choice must be made prior to the start of the assignment. With supervisor approval, the choice may be changed if the conditions of the assignment change.

### **Option 1**

Per diem which covers all bona fide business expenses reasonably calculated to be incurred for lodging, meals, and incidental expenses:

<b>Effective Date</b>	<b>Cost</b>
March 1, 2021– February 28, 2023	\$160.00

### **Option 2**

Per diem which covers all bona fide business expenses reasonably calculated to be incurred for meals and incidental expenses. The Company will arrange and pay directly for lodging.

<b>Effective Date</b>	<b>Cost</b>
March 1, 2021 - February 28, 2023	\$80.00

Reimbursements not in excess of the IRS/GSA allowed per diem rates for meal and incidental expenses and reimbursements for lodging, car mileage and any other bona fide business expenses authorized by this Agreement shall be paid to an employee as non-taxable business expense reimbursements only if the employee substantiates the

expenses (e.g. with respect to per diem rates – the business travel; with respect to car mileage, the miles traveled) in accordance with IRS rules and regulations and submits such substantiation through the Company's per diem or regular non-per diem business expense reimbursement systems, as appropriate.

Any other payment made to an employee in connection with the employee performing services for the Company on Company business, whether or not such business involves an overnight stay away from home, including but not limited to the portion of the per diem rate in excess of IRS/GSA allowed per diem rates, shall be subject to all applicable income and employment taxes and must be reported to and paid through the Company's Payroll Department and time reporting payroll system.

### **Option 3**

In lieu of being reimbursed at the per diem rate, the employee can elect to be reimbursed for reasonable, actual and bona fide business expenses incurred based on submitting receipts for these expenses.

While on a Shared Resources assignment, employees will be reimbursed at the current IRS allowable standard rate for business mileage when the employees drive their personal vehicles for travel to and from assigned lodging and work site as established by the host site. The employee will be reimbursed after applying for and substantiating the reimbursement through the Company's regular non-per diem business expense reimbursement system. The mileage rate is considered to provide full and final reimbursement for fuel, wear and tear on the vehicle, and property damage and liability insurance.

For purposes of travel to and from the host site, the employee will be reimbursed for mileage and hours of pay as follows:

<b>Site</b>	<b>Miles each way</b>	<b>Hours each way</b>
GGNS	350	8
RBS	450	10
WF3	550	11

The employee is authorized and reimbursed for one (1) round trip to the home site every fourteen (14) days of assignment. Travel time is not reimbursed. Reimbursement will be at the IRS allowed standard mileage rate established above. This will be paid whether or not the employee actually takes the trip, but will be subject to all applicable income and employment taxes (whether or not the trip is actually taken) and must be reported to and paid through the Company's Payroll Department and time reporting payroll system. This will allow for costs to cover family visitation or if the employee's schedule does not permit time to return home. There shall be no duplication of mileage.

The employee's schedule for the affected travel week can be changed or vacation, personal holiday, or time off without pay can be taken if the trip home scheduled includes a scheduled straight time day. Travel time and contract time will not be paid for these round trips.

It is not the Company's intent to supply transportation for Shared Resource assignments. However, in those instances where a documented employee hardship exists, the Company and Union will review the situation to determine if transportation options should be provided.

If the need arises to assign employees to plants outside of those listed in this Agreement, the parties agree to meet and attempt to develop arrangements to meet and cover each situation on a case by case basis.

## **ARTICLE 23 – OFFSITE WORK ASSIGNMENTS**

### **Section 1. Selection for Offsite Work Assignments.**

The Company will support the use of bargaining unit employees for offsite work assignments if it is shown to be cost effective, efficient and reliable.

Selection for offsite work assignments shall be the decision of the Company. The Company shall determine the skills and qualifications needed to perform the work. Consideration shall also be given to the relative expertise needed to perform the task.

Offsite work selection will be requested on a volunteer basis, from qualified employees, based on an offsite work record which will track the number of days each employee has worked (Attachment 1). If volunteers have the same number of days, the senior employee will be offered first. Employees will be provided with a best estimate of the dates and duration of the assignment. This process will not be used for offsite vendor training, benchmarking opportunities, or other offsite meetings.

If offsite work requests have too few volunteers, then the Union agrees to encourage volunteers.

Employees on offsite work assignments will be governed by the work schedules and site work rules of the host site. Employees will be governed by the ANO Labor Agreement for wages, seniority and grievances.

Employee's released from offsite work assignments will be at the host plants discretion based on business needs. If the host site has no business need, the employees will be released in reverse order of selection.

Employee assignments may be changed at any time based on performance issues.



If the need arises to offer offsite work to locations other than Grand Gulf, River Bend or Waterford 3, the parties agree to meet and attempt to develop arrangements to meet and cover each situation on a case by case basis.

**Section 2. Expenses while on Offsite Work Assignments.**

Employees selected for offsite work assignments will be reimbursed as described in Article 22, Travel Expenses.

## SCHEDULE A

### Hourly rates for Employees hired prior to 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>1313</b>	<b>Drafting/CAD Tech IV</b>	36.57	37.30	38.05
1312	Drafting/CAD Tech III	33.28	33.95	34.62
1311	Drafting/CAD Tech II	27.47	28.02	28.58
1322	Drafting/CAD Tech I	24.97	25.47	25.98
1321	Drafting/CAD Tech	22.14	22.58	23.03
<b>9231</b>	<b>Admin Specialist IV</b>	26.79	27.33	27.87
9230	Admin Specialist III	25.87	26.05	26.57
9242	Admin Specialist II	21.72	22.15	22.60
9241	Admin Specialist I	19.44	19.83	20.23
9251	Admin Specialist	17.85	18.21	18.57
<b>*3040</b>	<b>Control Room Operator</b>	48.88	49.86	50.85
3050	Waste Control Operator <sup>2</sup>	44.94	45.84	46.76
3062	Aux Operator – Over 1 Yr	36.20	36.92	37.66
3061	Aux Operator – 1st Yr	33.95	34.63	35.32
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3206</b>	<b>Storekeeper – Grade 3<sup>3</sup></b>	37.18	37.92	38.68
3204	Storekeeper – Grade 2 Level II Receipt Inspector Cert <sup>3</sup>	35.48	36.19	36.91
3205	Storekeeper – Grade 2	34.03	34.71	35.40
3203	Storekeeper – Grade 1	30.04	30.61	31.22
3202	Storekeeper – Over 1 Yr	26.06	26.58	27.11
3201	Storekeeper – 1st Yr	23.22	23.68	24.16
<b>9022</b>	<b>Plant Laborer</b>	20.19	20.59	21.01

Note: Job #9011 & 9012 apply to all plants and departments

\* Advance by promotion only!

# SCHEDULE A

## Hourly rates for Employees hired prior to 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3325</b>	<b>Journeyman Relay Tech<sup>2</sup></b>	44.21	45.09	46.00
3323	App Relay Tech – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3320	App Relay Tech – Over 3 Yrs	36.89	37.63	38.38
3313	App Relay Tech – Over 2 Yrs	31.15	31.77	32.41
3312	App Relay Tech – Over 1 Yr	28.70	29.27	29.86
3311	App Relay Tech – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3255</b>	<b>Journeyman Comp Tech<sup>2</sup></b>	44.21	45.09	46.00
3250	App Comp Tech – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3254	App Comp Tech – Over 3 Yrs	36.89	37.63	38.38
3253	App Comp Tech – Over 2 Yrs	31.15	31.77	32.41
3252	App Comp Tech – Over 1 Yr	28.70	29.27	29.86
3251	App Comp Tech – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3630</b>	<b>Journeyman Machinist<sup>2</sup></b>	44.21	45.09	46.00
3628	App Machinist – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3624	App Machinist – Over 3 Yrs	36.89	37.63	32.41
3613	App Machinist – Over 2 Yrs	31.15	31.77	32.41
3612	App Machinist – Over 1 Yr	28.70	29.27	29.86
3611	App Machinist – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49

Note: Job #9011 & 9012 apply to all plants and departments

\* Advance by promotion only!

## SCHEDULE A

### Hourly rates for Employees hired prior to 5-1-2002

Job#	Classification	Effective 3-1-20	Effective 3-1-21	Effective 3-1-22
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3160</b>	<b>Journeyman Electrician<sup>2</sup></b>	44.21	45.09	46.00
3162	App Electrician – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3159	App Electrician – Over 3 Yrs	36.89	37.63	38.38
3173	App Electrician – Over 2 Yrs	31.15	31.77	32.41
3172	App Electrician – Over 1 Yr	28.70	29.27	29.86
3171	App Electrician – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3133</b>	<b>Journeyman Plant Repairman<sup>2</sup></b>	44.21	45.09	46.00
3132	App Plant Repairman – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3137	App Plant Repairman – Over 3 Yrs	36.89	37.63	38.38
3143	App Plant Repairman – Over 2 Yrs	31.15	31.77	32.41
3142	App Plant Repairman – Over 1 Yr	28.70	29.27	29.86
3141	App Plant Repairman – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3151</b>	<b>Journeyman Inst Tech<sup>2</sup></b>	44.21	45.09	46.00
3215	App Inst Tech – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3218	App Inst Tech – Over 3 Yrs	36.89	37.63	38.38
3213	App Inst Tech – Over 2 Yrs	31.15	31.77	32.41
3212	App Inst Tech – Over 1 Yr	28.70	29.27	29.86
3211	App Inst Tech – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49

Note: Job #9011 & 9012 apply to all plants and departments  
 \* Advance by promotion only!

## SCHEDULE A

### Hourly rates for Employees hired prior to 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3273</b>	<b>Dosimetry Tech – Grade 3<sup>2</sup></b>	44.21	45.09	46.00
3270	Dosimetry Tech – Grade 2 With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3271	Dosimetry Tech – Grade 2	36.89	37.63	38.38
3283	Dosimetry Tech – Grade 1	31.15	31.77	32.41
3282	App Dosimetry Tech – Over 1 Yr	28.70	29.27	29.86
3281	App Dosimetry Tech – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49
<b>3245</b>	<b>Nuclear Chemist – Grade 3<sup>2</sup></b>	44.21	45.09	46.00
3240	Nuclear Chemist – Grade 2 With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3244	Nuclear Chemist – Grade 2	36.89	37.63	38.38
3243	Nuclear Chemist – Grade 1	31.15	31.77	32.41
3242	App Nuclear Chemist – Over 1 Yr	28.70	29.27	29.86
3241	App Nuclear Chemist – 1st Yr	26.23	26.75	27.29
<b>3185</b>	<b>Health Physicist – Grade 3<sup>2</sup></b>	44.21	45.09	46.00
3180	Health Physicist – Grade 2 With NANT/INPO Cert <sup>2</sup>	39.26	40.05	40.85
3184	Health Physicist – Grade 2	36.89	37.63	38.38
3183	Health Physicist – Grade 1	31.15	31.77	32.41
3182	App Health Physicist – Over 1 Yr	28.70	29.27	29.86
3181	App Health Physicist – 1 <sup>st</sup> Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1 <sup>st</sup> Yr	20.66	21.07	21.49

Note: Job #9011 & 9012 apply to all plants and departments

\* Advance by promotion only!

## SCHEDULE A

### Hourly rates for Employees hired prior to 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3365</b>	<b>Journeyman Welder<sup>2</sup></b>	44.21	45.09	46.00
3362	App Welder – Over 3 Yrs With NANT/INPO	39.26	40.05	40.85
3360	App Welder – Over 3 Yrs	36.89	37.63	38.38
3353	App Welder – Over 2 Yrs	31.15	31.77	32.41
3352	App Welder – Over 1 Yr	28.70	29.27	29.86
3351	App Welder – 1st Yr	26.23	26.75	27.29
*9012	Helper – Over 1 Yr	24.47	24.96	25.46
9011	Helper – 1st Yr	20.66	21.07	21.49

Note: Job #9011 & 9012 apply to all plants and departments

\* Advance by promotion only!

- <sup>1</sup> This wage schedule lists the hourly rates for eligible employees who were hired before May 1, 2002.
- <sup>2</sup> The wage rate for this position includes a \$1.59 wage adjustment effective March 1, 2006 for successfully completing and maintaining the NANT/INPO certification/qualification applicable to this position.
- <sup>3</sup> The wage rate for this position includes a \$1.01 wage adjustment effective March 1, 2006 for successfully completing and maintaining the Level II Receipt Inspector certification/qualification.

## SCHEDULE B

### Hourly rates for Employees hired on or after 5-1-2002

Job#	Classification	Effective 3-1-20	Effective 3-1-21	Effective 3-1-22
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>1313A</b>	<b>Drafting/CAD Tech IV</b>	36.87	37.61	38.36
1312A	Drafting/CAD Tech III	33.63	34.30	34.99
1311A	Drafting/CAD Tech II	27.70	28.25	28.82
1322A	Drafting/CAD Tech I	25.20	25.70	26.22
1321A	Drafting/CAD Tech	22.30	22.75	23.20
<b>9231A</b>	<b>Admin Specialist IV</b>	27.07	27.61	28.16
9230A	Admin Specialist III	25.54	26.39	26.92
9242A	Admin Specialist II	21.97	22.41	22.86
9241A	Admin Specialist I	19.64	20.03	20.43
9251A	Admin Specialist	18.03	18.39	18.76
<b>*3040A</b>	<b>Control Room Operator</b>	49.40	50.39	51.40
3050A	Waste Control Operator <sup>2</sup>	45.41	46.32	47.24
3062A	Aux Operator – Over 1 Yr	36.59	37.32	38.07
3061A	Aux Operator – 1st Yr	34.27	34.96	35.65
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	21.01	21.43	21.86
<b>3206A</b>	<b>Storekeeper – Grade 3<sup>3</sup></b>	37.54	38.29	39.06
3204A	Storekeeper – Grade 2 Level II Receipt Inspector Cert <sup>3</sup>	35.81	36.53	37.26
3205A	Storekeeper – Grade 2	34.36	35.05	35.75
3203A	Storekeeper – Grade 1	30.28	30.89	31.50
3202A	Storekeeper – Over 1 Yr	26.32	26.85	27.38
3201A	Storekeeper – 1st Yr	23.46	23.93	24.41
9022A	Plant Laborer	20.41	20.82	21.23

Note: Job #9011A & 9012A apply to all plants and departments

\* Advance by promotion only!

## SCHEDULE B

### Hourly rates for Employees hired on or after 5-1-2002

Job#	Classification	Effective 3-1-20	Effective 3-1-21	Effective 3-1-22
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3325A</b>	<b>Journeyman Relay Tech<sup>2</sup></b>	44.62	45.51	46.42
3323A	App Relay Tech – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3320A	App Relay Tech – Over 3 Yrs	37.26	38.01	38.77
3313A	App Relay Tech – Over 2 Yrs	31.43	32.06	32.70
3312A	App Relay Tech – Over 1 Yr	28.98	29.56	30.15
3311A	App Relay Tech – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
<b>3255A</b>	<b>Journeyman Comp Tech<sup>2</sup></b>	44.62	45.51	46.42
3250A	App Comp Tech – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3254A	App Comp Tech – Over 3 Yrs	37.26	38.01	38.77
3253A	App Comp Tech – Over 2 Yrs	31.43	32.06	32.70
3252A	App Comp Tech – Over 1 Yr	28.98	29.56	30.15
3251A	App Comp Tech – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
<b>3630A</b>	<b>Journeyman Machinist<sup>2</sup></b>	44.62	45.51	46.42
3628A	App Machinist – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3624A	App Machinist – Over 3 Yrs	37.26	38.01	38.77
3613A	App Machinist – Over 2 Yrs	31.43	32.06	32.70
3612A	App Machinist – Over 1 Yr	28.98	29.56	30.15
3611A	App Machinist – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74

Note: Job #9011A & 9012A apply to all plants and departments

\* Advance by promotion only!



## SCHEDULE B

### Hourly rates for Employees hired on or after 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3160A</b>	<b>Journeyman Electrician<sup>2</sup></b>	44.62	45.51	46.42
3162A	App Electrician – Over 3 Yrs With NANT/INPO	39.65	40.44	41.25
3159A	App Electrician – Over 3 Yrs	37.26	38.01	38.77
3173A	App Electrician – Over 2 Yrs	31.43	32.06	32.70
3172A	App Electrician – Over 1 Yr	28.98	29.56	30.15
3171a	App Electrician – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
<b>3133A</b>	<b>Journeyman Plant Repairman<sup>2</sup></b>	44.62	45.51	46.42
3132A	App Plant Repairman – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3137A	App Plant Repairman – Over 3 Yrs	37.26	38.01	38.77
3143A	App Plant Repairman – Over 2 Yrs	31.43	32.06	32.70
3142A	App Plant Repairman – Over 1 Yr	28.98	29.56	30.15
3141A	App Plant Repairman – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
<b>3151A</b>	<b>Journeyman Inst Tech<sup>2</sup></b>	44.62	45.51	46.42
3215A	App Inst Tech – Over 3 Yrs With NANT/INPO	39.65	40.44	41.25
3218A	App Inst Tech – Over 3 Yrs	37.26	38.01	38.77
3213A	App Inst Tech – Over 2 Yrs	31.43	32.06	32.70
3212A	App Inst Tech – Over 1 Yr	28.98	29.56	30.15
3211A	App Inst Tech – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74

Note: Job #9011A & 9012A apply to all plants and departments  
 \* Advance by promotion only!

## SCHEDULE B

### Hourly rates for Employees hired on or after 5-1-2002

<b>Job#</b>	<b>Classification</b>	<b>Effective 3-1-20</b>	<b>Effective 3-1-21</b>	<b>Effective 3-1-22</b>
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>3273A</b>	<b>Dosimetry Tech – Grade 3<sup>2</sup></b>	44.62	45.51	46.42
3270A	Dosimetry Tech – Grade 2 With NANT/INPO	39.65	40.44	41.25
3271A	Dosimetry Tech – Grade 2	37.26	38.01	38.77
3283A	Dosimetry Tech – Grade 1	31.43	32.06	32.70
3282A	App Dosimetry Tech – Over 1 Yr	28.98	29.56	30.15
3281A	App Dosimetry Tech – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
<b>3245A</b>	<b>Nuclear Chemist – Grade 3<sup>2</sup></b>	44.62	45.51	46.42
3240A	Nuclear Chemist – Grade 2 With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3244A	Nuclear Chemist – Grade 2	37.26	38.01	38.77
3243A	Nuclear Chemist – Grade 1	31.43	32.06	32.70
3242A	App Nuclear Chemist – Over 1 Yr	28.98	29.56	30.15
3241A	App Nuclear Chemist – 1st Yr	26.50	27.03	27.57
<b>3185A</b>	<b>Health Physicist – Grade 3<sup>2</sup></b>	44.62	45.51	46.42
3180A	Health Physicist – Grade 2 With NANT/INPO	39.65	40.44	41.25
3184A	Health Physicist – Grade 2	37.26	38.01	38.77
3183A	Health Physicist – Grade 1	31.43	32.06	32.70
3182A	App Health Physicist – Over 1 Yr	28.98	29.56	30.15
3181A	App Health Physicist – 1 <sup>st</sup> Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1 <sup>st</sup> Yr	20.90	21.32	21.74

Note: Job #9011A & 9012A apply to all plants and departments

\* Advance by promotion only!

## SCHEDULE B

### Hourly rates for Employees hired on or after 5-1-2002

Job#	Classification	Effective 3-1-20	Effective 3-1-21	Effective 3-1-22
	<b>Annual Wage Increase</b>	<b>2.7%</b>	<b>2.0%</b>	<b>2.0%</b>
3365A	Journeyman Welder <sup>2</sup>	44.62	45.51	46.42
3362A	App Welder – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3360A	App Welder – Over 3 Yrs	37.26	38.01	38.77
3353A	App Welder – Over 2 Yrs	31.43	32.06	32.70
3352A	App Welder – Over 1 Yr	28.98	29.56	30.15
3351A	App Welder – 1st Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011A	Helper – 1st Yr	20.90	21.32	21.74
3195A	Journeyman Fuel Service Tech <sup>2</sup>	44.62	45.51	46.42
3194A	App Fuel Services – Over 3 Yrs With NANT/INPO Cert <sup>2</sup>	39.65	40.44	41.25
3193A	App Fuel Services – Over 3 Yrs	37.26	38.01	38.77
3192A	App Fuel Services – Over 2 Yrs	31.43	32.06	32.70
3191A	App Fuel Services – Over 1 Yr	28.98	29.56	30.15
3190A	App Fuel Services – 1 <sup>st</sup> Yr	26.50	27.03	27.57
*9012A	Helper – Over 1 Yr	24.68	25.17	25.68
9011S	Helper – 1 <sup>st</sup> Yr	20.90	21.32	21.74

Note: Job #9011A & 9012A apply to all plants and departments

\* Advance by promotion only!

- <sup>1</sup> This wage schedule lists the hourly rates for eligible employees who were hired on or after May 1, 2002.
- <sup>2</sup> The wage rate for this position includes a \$1.59 wage adjustment effective March 1, 2006 for successfully completing and maintaining the NANT/INPO certification/qualification applicable to this position.
- <sup>3</sup> The wage rate for this position includes a \$1.01 wage adjustment effective March 1, 2006 for successfully completing and maintaining the Level II Receipt Inspector certification/qualification.

## **Attachment 1. OFFSITE WORK RECORD**

Outage opportunities will be offered as follows:

1. Opportunities will be tracked by the number of days an individual is assigned offsite.
2. Once individuals have accepted an opportunity that is being offered, they will be assigned the target duration number of days for that opportunity. This number will be adjusted once the actual number of days of the assignment is known.
3. In cases where individuals have the same number of days assigned to the list, seniority will be used to determine their position on the list.
4. If while assigned offsite, not all individuals are needed for the entire duration of the assignment they will return home in reverse order of the offer, unless specific qualifications are needed.
5. Cases where specific qualifications are requested, it will be offered based on this list. Only the individuals having the specific qualification will be offered the opportunity.
6. This list will not be used or days tracked and assigned to the list for offsite vendor training, benchmarking opportunities, or other offsite meetings. These opportunities will be offered using current contract language unless it is done in support of an upcoming outage. In those cases days will be tracked.
7. This list will be maintained and updated after the completion of each opportunity it covers.
8. Each individual covered by this list should review and assist in ensuring it is maintained accurately.

9. This list will be re-zeroed at the end of each contract term to help ensure individuals can not decline opportunities for several years in order to work all opportunities offered until their number of days worked are caught up on the list.
10. An employee will be added to the list by taking an average of the days between the “low person” and the “high person” when they enter the department.

## **Attachment 2. Tool Pouch Maintenance**

ANO management and bargaining unit representatives discussed contract language concerning tool pouch maintenance during negotiations. It was agreed that if the company proposed language of Article 12, Section 3 were to be accepted by the Union, then an attachment serving to provide a list of tool pouch maintenance would be written and maintained as a reference to the contract. The intent was to ensure changes to the list would not be implemented without IBEW agreement.

This attachment serves as that reference. Attachment 2A to this letter is provided as a current list of tool pouch maintenance. Revisions to the list of tool pouch maintenance will be agreed upon by the IBEW Business Agent (or his representative) and the Company and will automatically replace the superseded memo as an attachment.

## **Attachment 2A. List of Tool Pouch Maintenance**

1. Brackets/Hangers: Replace missing bolts (except safety-related/seismically qualified or material substitution).
2. Doors: Repair or replace knobs, hinges, bars or closures (excluding fire/security doors).
3. Plumbing: Repair or replace commodes, sinks, water fountains.
4. Structures: Patch walls, roofs, etc. (except fire barriers).
5. Grating/Stair Treads: Repair or replace grating, clips, or treads; apply non-skid, repair handrails.
6. Repair/replace insulation sheet metal screws/bands.
7. Remove corrosion.
8. Lamps or Bulbs: Replace.
9. Junction Boxes: Replace covers or screws; tighten latches; replace cover gaskets (excluding EQ).
10. Conduit: Replace covers, screws, brackets.
11. Telephones/Plant Paging: Repair/replace handles, knobs, switches, etc.
12. Cabinet Hardware: Tighten, adjust, or replace missing screws, washers, clips, etc.
13. Cable raceways: Adjust; replace screws.
14. Pressure Gauges: Replace glass, hardware (screws, clips).
15. Air Filters: Repair/replace (Central unit air return filter only).
16. Knobs: Tighten/replace/repair.
17. Instrument Tubing: Repair/replace support clips, screws, springs, washers, shims, etc.
18. Instrument isolations: Repair/replace handwheels.
19. Remove/replace manual valve handwheels.

20. Manual valve packing adjustment.

The above is a list of tool pouch maintenance. Revisions to this list of tool pouch maintenance will be agreed upon by the IBEW Business Agent (or his representative) and the Company before being changed.



### **Attachment 3. Operations Tool Pouch Maintenance**

To improve efficiencies at ANO, Operations personnel will be performing selected maintenance tasks. Any other work will continue to be performed by the applicable maintenance group.

We feel this is in line with the current watchstanding principles of individual ownership of equipment and area. Here are examples of some minor tasks that our watchstanders currently perform that are also in the area of shared responsibility.

1. Wiping up oil and water from leaking components.
2. Adding small amounts of oil to components.
3. Rigging up hoses to vent and drain systems.
4. Removing and installing pipe caps and fittings from system vents and drains.
5. Adjusting rad monitor trip set points prior to a release.
6. Standardization of hydrogen and oxygen analyzers.
7. Adjustment of the hydrogen seal oil pressure regulator.
8. Adjustment of various fluid and steam pressure controllers for proper system operation.
9. Trip circuit breaker tests.
10. Adding chemicals to cooling water systems.
11. Installation and removal of test gauges.
12. Install/remove jumpers in PPS cabinets IAW 2305.003, ESF Response Time Test.
13. Manual valve packing adjustment\*.
14. Remove/replace manual valve handwheels.

\* We realize the need to have our people properly trained prior to performing this task. This training will not only include the proper methods of packing adjustment but also hands on practical factors. If the packing is bottomed out, the operator will write a job request to have the valve repacked by the Maintenance Department.

## **Attachment 4. Education Related Schedule Change**

To confirm our agreement; the following criteria will be used to evaluate each request for an Education Related Schedule Change:

**Performance:** Employee must be Fit and Able in accordance with Article 11 – Section 4 of the Labor Agreement. Emphasis is placed on ability to work independently with limited supervision. Seniority is not a factor in the approval process.

**Responsibility:** The schedule change should not have an adverse impact on the quality and/or quantity of the employees present and anticipated responsibilities such as projects, outages.

**Work Schedule:** The revised schedule must be cost neutral (no contract time,...) and be structured to assure adequate supervision. Also, the employee will return to their prior schedule upon completion or withdrawal from the class.

**Degree Plan:** The employee must have completed 60 credit hours toward an approved degree plan which has a mutual benefit to the employee and Company. In addition, schedule changes will not be approved if the course is available or projected to be available outside the employees' regular schedule (e.g. night class).

**Work Group/Customer Impact:** The schedule change should not have an adverse impact upon other employee's productivity or reduce the level of service to customers.

## **Members of the 2018 Negotiations Team**

### **Representing the Company:**

Terry Evans	General Manager
Angela Kindrick	Human Resources
Anita Crowe	Manager HR Labor Relations

### **Representing the Union:**

Randy Flippo	Plant Steward
Brian Anderson	Operations
Jeremy Cheatham	Chemistry
Brian Erwin	I&C
Michael Irwin	Mechanical/Welders/ Machinists
Matt Miller	Health Physics
James Sorrells	Electrical and Relay
Jackie Stanton	Admin Specialists
Shannon Walters	Business Manager
John Burnett	Union Attorney

## **Members of the 2020 Negotiations Team**

*(This team entered into negotiations in connection with a wage re-opener reflected in the prior Agreement, and the negotiations ultimately led to this Agreement)*

### **Representing the Company:**

Kevin Jenkins	Chief Negotiator
Anita Crowe	Manager HR Labor Relations
Sharon Epps	HR Labor Relations Representative
Angela Kindrick	Manager HR Business Partners
Angela Kindrick	Manager HR Business Partners
Debra Choate	HRBP Generalist Sr.

### **Representing the Union:**

Shannon Walters	Business Manager
Brian Erwin	Assistant Business Manager
Michael Irwin	Union Steward
James Scorrells	Union Steward
Matt Miller	Union Steward
Jeremy Cheatham	Union Steward
Shane Hendrix	Union Steward
Scott Needham	Union Steward

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