

SETTLEMENT AGREEMENT

This Settlement Agreement (“MOA”) is between Entergy Arkansas, LLC (“Company”) and Local Nos. 647, 750, & 1703 of the International Brotherhood of Electrical Workers (“Union”). The Company and the Union agree as follows:

1. With respect to out of area storm duty work, the selection process in the collective bargaining agreement (“CBA”) is modified as follows:

A. For each network, within 3 calendar days of selection of storm duties, the Company will send a written communication to a Union Steward (or the Steward’s designee) associated with that network detailing the roster of unit employees assigned for the next upcoming storm duty. The Union Steward (or the Steward’s designee), before the end of the next day (unless there is mutual agreement, confirmed in writing, on an extension), may reply in writing with either (i) a statement that the list is correct or (ii) a statement that the list is incorrect along with a brief but sufficiently worded explanation as to why/how it is incorrect and who should be added to and/or deleted from the list. If the Union, via the Union Steward (or the Steward’s designee), does not timely reply in writing, then the list will be deemed correct.

B. If the Union (via the Steward or the Steward’s designee) timely states in writing that the list is incorrect and briefly but sufficiently explains in writing why/how it is incorrect and includes, within that written explanation, who should be added and/or deleted, then the Company has three options. First, the Company can proceed with the list that it provided to the Union, but if it is ultimately shown through the grievance and arbitration process that the Company’s list was incorrect, then any bargaining-unit employee who was wrongfully denied storm-duty work will be entitled to make-whole relief in the form of a lump-sum monetary payment representing back pay as the sole remedy. Second, the Company can accept the Union’s statement that the list is incorrect and proceed with the additions and/or deletions that the Union communicated within its responsive written statement (if the Company chooses this option and it is later learned, determined or claimed that the Union was wrong, the matter cannot be grieved by the Union or any employee). Third, the Company can contact the Union to discuss the matter further in an effort to reach a mutually acceptable resolution, to be confirmed in writing.

C. The Company and the Union understand that in situations that are exceptional and infrequent (such as a need to maintain business continuity, or in order to maintain the same work crew performing business-critical work for a customer, or as a safety measure to address a concerning ratio of journeyman to apprentices on storm duty), the Company has the management right to deviate from what would otherwise be the agreed-on assignment for a storm duty.

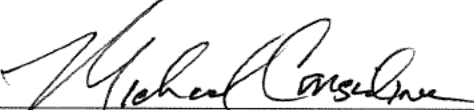
2. With respect to adjusting Toby Byrd's grievance in connection with his not being assigned storm-duty work in August/September 2021, the Company and the Union agree that Mr. Byrd will be paid the gross sum (before applicable taxes and withholdings) of [REDACTED] as back pay.

3. This MOA completely resolves Mr. Byrd's grievance/arbitration over his not being assigned storm-duty work, and the Union will notify FMCS of the resolution and dismissal of that grievance/arbitration with prejudice.

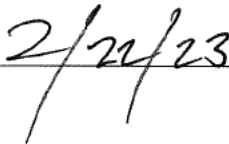
4. Any dispute regarding the meaning or implementation of this MOA shall be handled under the dispute resolution provisions of the CBA.

5. This MOA expires when the CBA expires.

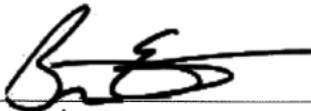
Agreed to in February 2023.



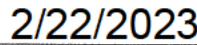
For the Company



Date



For the Union



Date