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**AGREEMENT**

**BETWEEN**

**ENERGY ARKANSAS**

**(TRANSMISSION, DISTRIBUTION AND UTILITY SUPPORT)**

**AND**

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

**LOCAL NO. 1703 OF EL DORADO, ARKANSAS**

**OF**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**EFFECTIVE DATE – JUNE 1, 1946**

**AMENDED EFFECTIVE DATE -- OCTOBER 1, 2024**

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# **AGREEMENT SUMMARY**

## **Agreement For**

### **THREE YEAR GENERAL CONTRACT**

#### **Between Entergy Arkansas LLC. / IBEW Locals 647 & 1703**

To facilitate the development of an atmosphere and relationship, in which issues can be addressed in a mutually beneficial manner, the parties agree to the following:

1. Five Year General Contract effective from October 1, 2024 through 11:59 PM on September 30, 2029.
2. Wages
  - Wage Increases
    - A 1% market adjustment and 4% General Wage Increase shall be effective on October 1, 2024.
    - In exception to the above, the following classification wage adjustments will be applied to the “Wage Rates, Exhibit A”, effective October 1, 2024, in lieu of the October 1, 2024 GWI and (1%) market wage adjustment:
      - Sr. Telecom Technician – Currently \$45.50 will increase to \$48.26 per hour.
      - Storekeeper Sr – Currently \$33.71 will increase to \$39.00 per hour.
      - Sr Auto/Hydrlic Tech – Currently \$43.27 will increase to \$45.90 per hour.
      - Administrative Asst IV– Currently \$27.17 will increase to \$28.82 per hour
      - Senior Transformer Repairman – Currently \$43.27 will increase to \$49.16 per hour
    - In exception to the above, a .88% market wage adjustment increase will be applied to the below job titles that are in "Wage Rates, Exhibit A" prior to the GWI adjustments of 4% effective October 1, 2024.
      - Journeymen Serviceman
      - Shift Serviceman
      - Senior Lineman
      - Journeymen Lineman
      - Senior Cable Splicer
      - Journeymen Cable Splicer
      - Senior Meterman
      - Journeymen Meterman

- System Relay Technician
  - Relay Technician
  - System Distribution Relay Technician
  - Distribution Relay Technician
  - Senior Substation Technician
  - Substation Technician
- A 1% market adjustment & 3% General Wage Increase shall be effective on October 1, 2025.
  - 3% General Wage Increase shall be effective on October 1, 2026.
  - 3% General Wage Increase shall be effective on October 1, 2027.
  - 3% General Wage Increase shall be effective on October 1, 2028.
3. All changes in this Agreement from the predecessor agreement dated October 1, 2021, unless specifically noted otherwise, shall become effective on October 1, 2024.

# **AGREEMENT**

## **TRANSMISSION, DISTRIBUTION AND UTILITY SUPPORT**

1. This Agreement made and entered into by and between the Entergy Arkansas, LLC., party of the first part, hereinafter referred to as the "COMPANY" and Local Unions No. 647 of Little Rock, Arkansas; No. 1703 of El Dorado, Arkansas of the International Brotherhood of Electrical Workers, party of the second part, hereinafter referred to as the "BROTHERHOOD", "Local Unions", or "Union". All of the provisions herein apply only to the Transmission, Distribution and Utility Support (US) operations of Entergy Arkansas, LLC.

Effective June 1, 1946

Amended, Effective October 1, 2024

### **RECOGNITION OF THE BROTHERHOOD**

2. For the purpose of collective bargaining, the Company agrees to negotiate and bargain collectively with the Local Unions 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 bargaining unit employees as follows:
  - A. For bargaining unit employees in Locals 647, and 1703, all employees working in the classifications listed under Article 9, Section 1, Schedule B, of this Agreement.

The terms and conditions of this Agreement shall apply to all employees described above without discrimination because of race, color, religion, sex or national origin. Further, there shall be no discrimination because of age as described by the "Age Discrimination in Employment" Act of 1967 as amended. When either male or female gender is used, it shall apply to both sexes.

3. All employees in the State of Arkansas shall have the right to join or not to join the Local Union as they individually prefer, it being agreed that there shall be no discrimination or coercion by the Company or by the Local Union or their representatives in connection with the decision of the individual employee.

Provided that nothing herein contained shall require the Company to discriminate against an employee for non-membership in the Local Union if such membership was not available to each employee on the same terms and conditions generally applicable to other members or against an employee with respect to non-membership in the Local Union which has been denied or terminated for any reason other than his/her failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Local Union.

4. This Agreement shall be binding upon the successors and assigns of the parties hereto and except by mutual consent, no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto or by any change, geographical or otherwise, in the location of the place of business of either party hereto.
5. Whereas the Company is engaged in the business of supplying electric service to the public and for that reason all employees of the Company, including those covered by this Agreement, are charged with special obligations and responsibilities that do not exist in the case of the ordinary business enterprise.
6. The Company and the Brotherhood recognize the values of diversity, inclusion and belonging in the workplace and will work cooperatively toward achieving a work environment that reflects the interests of a diverse

workforce and that of an inclusive, respectful culture. Our cause is the cause of human justice, human rights, and human security. We will always refuse to condone or tolerate oppression of any kind.

In view of such obligations and responsibilities on the part of both the Brotherhood and the Company, it is agreed as follows:



**ARTICLE 1 - EFFECTIVE DATE, TERMINATION, AMENDMENTS**

**SECTION 1. Term of agreement.**

This Agreement as amended effective October 1, 2024, shall remain in effect until 11:59 PM on September 30, 2029. This Agreement is exclusive and represents the entire agreement of the Parties.

**SECTION 2. Notification of termination of Contract.**

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 October 1, 2029. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. If neither party provides such a notice of desire to terminate or change, this Agreement will remain in effect for an additional year, i.e., until October 1, 2030. This notice of termination and change provision also shall remain in effect for that additional year.

**SECTION 3. Amendment by mutual consent.**

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 President of the International Brotherhood of Electrical Workers. Any such modification or supplement reached by mutual consent in writing shall become a part of this Agreement and will run concurrently with the other terms of this Agreement and will expire upon the expiration date of this current Agreement, unless made a part of any subsequent Agreement by the Parties.

**SECTION 4. Work stoppage.**

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

**SECTION 5. 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/her immediate supervisor at least twenty-four (24) hours' notice prior to any such meeting in order that arrangements can be made to relieve him/her from duty. He/she shall not be paid by the Company during the time he/she represents the Brotherhood on the negotiations committee. Employees off work on Union business shall be covered the same as set out in Article 5, Section 4A.

## **ARTICLE 2 - COMPLAINTS, GRIEVANCES AND ARBITRATION**

### **SECTION 1. Grievance.**

The term grievance as used in this Agreement shall be any complaint made by the Brotherhood or its members against the Company or by the Company against the Brotherhood, alleging failure to comply with any provisions of this Agreement.

Complaints, in order to be considered and be subject to adjustment, must be made within ten (10) working days, exclusive of Saturdays, Sundays and holidays from the date the employee could reasonably have been expected to have become aware of the occurrence giving rise to the complaint.

Complaints originating with an employee/s shall be made by the employee/s first to the immediate supervisor and these two shall endeavor to reach an agreement concerning the matter in question. If they do not reach an agreement within five (5) working days, exclusive of Saturdays, Sundays and Holidays, the complaint shall be reduced to writing by the employee and submitted within five (5) working days, as a grievance in accordance with the Grievance Procedure.

Stewards handling grievances may do so without loss of straight time pay subject to the following:

- A. Only the steward directly involved in the grievance at the work location 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 will be paid by the Union.

### **SECTION 2. Grievance Procedure.**

The Grievance Procedure shall be as follows:

- A. **First Step.** The written grievance shall be presented first by the employee, who may have the assistance of the Union's designated representative, to the respective designated first step Company manager. A written decision shall be returned to the employee within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, after the day on which the grievance was first presented. However, no settlement of any grievance shall be made without notifying the Union's designated representative.
- B. **Second Step.** If the response received by the employee in Step, one does not resolve the grievance, and the employee/s wish to pursue the grievance further, the employee/s, who may have the assistance of the Union's designated representative, must present the grievance in writing within ten (10) working days, exclusive of Saturdays, Sundays, and Holidays, to the respective designated second step Company manager. The designated second step Company manager shall investigate the grievance, and within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, submit a response in writing to the employee/s with a courtesy copy of the response to the appropriate Local Union Business Manager. However, no settlement of any grievance shall be made without notifying the Union's representative.
- C. **Third Step.** If the response received in step two does not resolve the complaint, and the employee wishes to pursue the grievance further, then the appropriate Business Manager of the Local Union, or the designated representative, shall submit a request for a meeting in writing, to the designated third step Company manager within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, after the employee/s has received management's second step response. The meeting shall be held no later than the 20th working day, exclusive of Saturdays, Sundays and Holidays, after the day on which the meeting was requested, unless a later date is mutually agreed upon in writing.

The designated third step Company manager shall give the Company's response in writing within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, of the third step grievance meeting to the Business Manager of the Local Union.

Resolutions of, or the failure to resolve, complaints or grievances shall not in any way modify or change the terms and conditions of this Agreement, nor any Supplemental Agreement, practice or procedure.

- D. The Company shall furnish the grievant and steward designated on the grievance form with a hard copy response at the first and second step of the grievance procedure.
- E. Any of the time limits specified above in this Section can be extended by written, mutual agreement.

If the party pursuing a grievance (grievant) fails to meet a time limit, the delinquent grievance will not be subject to adjustment.

If the party defending a grievance fails to meet a time limit, the grievant may consider the grievance denied and submit the grievance to the next step in accordance with the grievance procedure, or the grievant may await the delinquent response and then continue to pursue the grievance in accordance with the grievance procedures.

- F. All grievances relating to discharge actions may, at the option of the appropriate Local Union Business Manager, be submitted directly to the Third Step of the Grievance Procedure.

**SECTION 3. Arbitration.**

When a grievance covered by a specific provision of this Agreement cannot be resolved through the Grievance Procedure, then the party who desires to submit the matter to arbitration shall notify the other party in writing within forty (40) calendar days after receipt of the written decision described in step three. The matter shall then be submitted to arbitration in accordance with the following procedure:

- A. Notification of the Local Union's request for arbitration shall be made in writing to the designated Human Resources Representative. Notice of the Company's request to arbitrate shall be made in writing to the appropriate Local Union Business Manager.

The written notification to arbitrate shall set out the specific issue/s and section/s of the Agreement that are in dispute and shall appoint their member of the Arbitration Board. The other party shall respond within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, acknowledging receipt of the notice to arbitrate and appointing their member of the Arbitration Board.

- B. The Board of Arbitration shall consist of three (3) members, one (1) member to be designated by the Local Union, and one (1) member to be designated by the Company, and one (1) neutral member. The arbitrators shall limit the scope of their investigation and decision to the specific issues as originally submitted. The neutral member of the Arbitration Board shall be selected in the following manner:

Within 14 calendar days following the submission of the written request for arbitration, the party requesting arbitration shall request a list of seven neutral arbitrators from the Federal Mediation and Conciliation Service (FMCS). If the party requesting arbitration fails to meet this 14-day deadline, the other party may request the list from FMCS. The list of arbitrators shall be drawn from a sub-regional pool of members of the National Academy of Arbitrators. Each party will be allowed to reject one panel of suggested arbitrators and request the submission of a new panel.

A designated representative of the Company and a designated representative of the Local Union shall alternately (starting first with the Company in even numbered years and the Local Union in odd numbered years) strike one name from the list until one name remains, and this person shall be the neutral member of

the Board. The FMCS shall be notified of the final selection. The party requesting arbitration shall also notify the person selected to be the arbitrator and request a date, time and location for the arbitration hearing, subject to approval of both the Local Union and the Company.

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

- C. All decisions rendered by the Arbitration Board shall be binding upon both parties and shall be in writing with each party being supplied a copy thereof.
- D. Each party shall bear the expenses of its selected arbitrator, witnesses, and transcripts (if any) in connection with the arbitration hearing. The expenses of the neutral arbitrator and hearing room shall be borne equally by the Local Union and the Company.

**SECTION 4. 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 may be filed by a single Business Manager and shall follow all steps and be subject to the same time limitations as if filed by an individual employee, unless the Business Manager and the Human Resources Manager agree otherwise, provided, however, a written grievance presented by the four (4) Local Business Managers designated to represent the respective Local Unions to the designated Human Resources Representative may be presented at the Third Step of the grievance procedure. If a settlement is not reached within forty (40) calendar days from the date of notice, the matter shall be submitted to arbitration as provided in Article 2, Section 3.
- 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 taken up by an accredited representative of the Company with the appropriate Business Manager of the Brotherhood and an endeavor shall be made to reach an agreement concerning the matter in question. If they are unable to reach an agreement within seven (7) working days, exclusive of Saturdays, Sundays and Holidays, the complaint shall be reduced to writing and submitted as follows:

The written grievance shall be presented by designated Human Resources Representative of the Company to the four (4) Local Union Business Managers designated to represent the Local Unions. If a settlement is not reached within forty (40) calendar days from the date of notice, the matter shall be submitted to arbitration as provided in Article 2, Section 3.

**SECTION 5. Disciplinary Letters.**

Disciplinary letters more than five (5) years old will not be used against an employee; provided however, such discipline can be used defensively to impeach prior testimony or claims to the contrary.

## ARTICLE 3

### **SECTION 1. Cooperation.**

It is the policy of the Company and the Local Union for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and of promoting harmony and efficiency to the end that the Company and the Local Union and the general public may mutually benefit, to cooperate with each other in fulfilling the terms of this Agreement.

### **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 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. Functions of Management.**

The Local Union recognizes that the management of the Company, the direction of the working forces, the determination of the number of men it will employ or retain, and the right to make reasonable rules and regulations governing the operation of its business and the conduct of its employees while on duty, to hire, suspend, discharge for just cause, promote, demote or transfer, and to release employees because of lack of work or for other proper and legitimate reasons are vested in and reserved by the Company, subject, however, to the provisions of this Agreement and the employee's right of adjusting grievances as provided for herein.

### **SECTION 4. Contract Work.**

The Brotherhood and its members recognize the right of the Company to contract out work, provided, however, that the union and the Company shall meet and confer at least once per year on the costs of contract work in bargaining unit areas in order to discuss the competitiveness of bargaining unit employees.

Regarding the construction and maintenance of transmission and distribution lines, with the exceptions of (a) switching, and (b) specialized contractors assisting crews, bargaining unit employees shall not be required to work 1) under the direction of any subcontractor; 2) except in an emergency, on the same job site as a subcontractor's employees; or 3) in any situation where a unit employee's safety may be affected by a subcontractor employee.

Recognizing the right of the Company to curtail its workforce, bargaining unit employees who normally perform the work shall be given first opportunity to perform that work after taking into account the Company's responsibility to maintain customer service.

### **SECTION 5. Labor / Management Teams.**

Labor / Management Teams may be established. The purpose of the teams will be to advance our common interest through "Mutual Commitment". It is understood that for these teams to be successful, there must be a free and open exchange of information. Teams may be established including bargaining unit members at a local level without prior notification. Bargaining unit employees may be appointed to statewide and system teams by the Company, with prior notification to the appropriate Business Managers. On all teams, the Union has the right to approve or disapprove the appointments. Once appointed to a Labor / Management Team they may be removed by the Union upon notification to the Company of a legitimate reason for the removal. Any committee or board with one or more bargaining unit members (except the Safety Advisory Board under Article 8) shall be considered a "team" under this Section.

### **SECTION 6. Code Of Excellence.**

The IBEW Code of Excellence is helping improve the relationship between IBEW and EAI by reinforcing our common goals of Safety, Professionalism, Accountability, Relationship, and Quality. 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 4

### SECTION 1. Employees Defined.

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

- A. Probationary Employees.** A Probationary Employee is one hired with a view to filling a regular position, and one who, before being advanced to the status of a Regular Employee, must serve for a period of six (6) months from date of hire during which his/her qualifications for the work can be determined. If a probationary entry level line worker is not afforded the opportunity to complete his/her initial training (i.e., bootcamp) at no fault of their own within the initial 6 month time frame, such employee shall be progressed to apprentice 1<sup>st</sup> year at their 6 month hire date. Provided however, that line employees hired at the entry level must serve for a period of the later of 3 months after completion of the initial training (boot camp) or six months from date of hire, but in no event longer than nine (9) months. The right to release employees within the above described probationary period shall be vested exclusively in the Company without regard to any other provision of this Agreement. The Company shall have the right to exercise its own judgment during this period as to fitness for retention as an employee. Such employees, however, are covered by the provisions of this Agreement and have the rights as provided in Article 2 to have grievances or differences taken up with the Company as provided therein, except on matters pertaining to their retention as employees.
- 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.

During the term of this Agreement both parties will meet in good faith with the intent to improve the Lineman Apprenticeship training program, through the joint efforts of management and labor to include improved methods to conduct joint evaluation of apprentices.

It is understood and agreed that individuals employed for part-time or occasional work are not subject to the provisions of this Agreement.

### SECTION 2. 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 Article 8, Section 3, and Schedules "A" and "B". Each department or geographic area is a separate group in determining seniority. Seniority is not transferable from one division, department or Occupational Group to another but remains where earned.

Transportation and telecommunications shall constitute statewide departments. Other state-wide departments include central distribution warehouse, transformer shop, Simmons Bank-back office, Simmons Bank-others.

Effective October 1, 1995, employees in Occupational Groups MM and NN were converted from divisional seniority groups to state-wide seniority groups. In that conversion, each employee's seniority in his/her occupational group in all divisions was added together to create the employee's state-wide seniority date. Effective October 1, 2012, employees in Occupational Groups MM and NN were converted from state-wide seniority groups to divisional seniority groups. In that conversion, each employee's state-wide seniority date became the employee's divisional seniority date at their location on October 1, 2012. Employees in these Occupational Groups have no seniority in their current occupational group in any other division prior to October 1, 2012.

All employees represented by Local 1439 as of June 1, 1989 shall be entitled to exercise total seniority within the ARKMO geographic area for purpose of layoff and demotion as a result of layoff only.

By March 1, of each year the Company will furnish to the Business Managers of each Local lists showing occupational group seniority as shown in Schedule B for each seniority group (department, or geographic area). The list will reflect employee status as of December 31 of the previous year.

The Company will provide the Local Union(s) with a roster of bargaining unit employees quarterly to include Name, Classification, CED, Home Address and Work Location.

**SECTION 3. Promotions -Transfers.**

Permanent vacancies shall be posted via electronic posting via the Success Factors system (or any successor system the Company designates for staffing purposes) and shall remain posted for a minimum of seven (7) calendar days. When promoting or transferring an employee, consideration shall be given to seniority in his/her 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/her representative.

When filling temporary vacancies by promotion or transfer in towns, consideration will be given to seniority in the occupational group in the following priority so far as is possible: (1) crew, (2) service center and (3) town.

Effective October 1, 2018, a newly hired helper/apprentice may be restricted from transferring out of network until he/she has progressed to a Distribution Journeyman Lineman and worked in the classification for a period of 24 months. Additionally, new employees hired as Distribution Journeyman Lineman may be restricted from transferring out of network for 24 months from the date of hire.

**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/she has been discriminated against, he/she may present a complaint under the Grievance Procedure.

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

- A. has the necessary physical qualifications to do the work
- B. has had experience related to the job
- C. performs his/her work in the manner in which the Company requires it to be done
- D. cooperates with his/her 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/her 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

**SECTION 5. Work in Other Classifications.**



- A. **Work in a Higher Classification.** When an employee is temporarily transferred to a higher classification, and continuously performs the duties of the higher classification for four (4) hours or more, he/she 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/she assumes the duties of the classification without supervision. Specific exemptions as contained in Article 7, Sections 2 and 4, shall not be subject to this provision.

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].

- B. **Temporary Upgrade Pay.** An employee who works the last normal workday before a holiday and the first normal workday after the holiday in an upgraded classification will be paid for the holiday at the "upgraded" rates. Any overtime work performed during this period will also be paid at the higher rate.

An employee who completes his/her last normal workday in an upgraded classification but is not scheduled to work the next normal workday in an upgraded classification is considered released from his/her "upgrade" at the end of the last normal workday. However, if he/she is called out in this interim period and it is necessary to upgrade the employee due to specific job responsibilities, the employee will receive overtime at the "upgraded" rate, and the "upgraded" rate for any holiday that falls between the last normal workday and the end of the overtime period worked in the upgraded classification. An employee shall be notified of his/her step up period, which may or may not include an adjoining holiday.

If an employee's last normal workday was in an upgraded classification and he/she is scheduled to work the next normal workday in an upgraded classification and is sick, he/she will continue to be paid sick leave time at the "upgraded" rate for up to a maximum of two days or until scheduled time in the upgraded position ends, whichever is less.

Vacation taken by an employee who would otherwise be working in an upgraded classification will be paid at the employee's "normal" rate of pay, and is considered as work in the employee's normal classification.

- C. **Work in a Lower Classification.** When an employee is temporarily performing work in a lower classification, he/she shall suffer no reduction in pay. However, if permanently performing work in a lower classification he/she shall be properly classified and receive the pay of the lower classification.
- D. **Assignment of Duties.** The Brotherhood agrees for its members that the duties assigned to employees within the bargaining unit in the construction or operation departments shall be performed by employees in the bargaining unit classifications as directed. Bargaining unit duties shall not be performed by employees in classifications not included in the bargaining unit, except for instructional purposes, to prevent serious injury, to save life, or to prevent property damage. The parties agree that these are rare situations and agree to discuss these issues on a case-by-case basis during the term of the Agreement. Any disagreement concerning the interpretation or application of this section is subject to the grievance and arbitration provisions of this Agreement.
- E. **Reassignment of Employees Physically Unable to Perform Normal Classification.** When an employee becomes physically unable to perform the essential functions of his/her job, with or without a reasonable accommodation, the Company will make reasonable effort to assign him/her to another job if available which he/she is qualified and physically able to perform, and in such cases the seniority provisions of this Agreement 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 he/she is unable to perform.

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

1. If the employee has ten years or less of service at the time the disability begins or if the employee's disability is due to his/her own gross misconduct or injury sustained while working in employment

outside the Company, his/her rate of pay shall be the rate of the new job to which he/she is assigned, but not more than the rate he/she was receiving when the disability began.

2. If the employee has more than ten years of service and is displaced due to a cause other than his/her own gross misconduct or injury sustained while working in employment outside the Company:
  - a) 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/she was receiving when the disability began, he/she 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/she was receiving when his/her disability began, but not to exceed an aggregate of 100%.
  - b) If the employee has 25 years or more of service at the time his/her disability began, his/her rate of pay in the new job shall be the same rate he/she was receiving when the disability began.
  - c) 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/her former pay rate, he/she 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 6. 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 below and by Article 4, Section 5 B.

It is understood between the Brotherhood and the Company that employees who become Apprentice Linemen after June 1, 1962, may be required to take one transfer (within their separate group used in determining seniority as defined in the second sentence of Article 4, Section 2) in their fourth year apprenticeship or for three (3) years after becoming a Journeyman in order to have qualified personnel where needed, provided that the Company shall have notified such employees of this provision at the time their apprenticeship is begun. If such transfer becomes necessary, the Company will designate the city from which the transfer can be made and the classification from which the transfer must occur. If no individual is agreeable to the transfer, the person in the desired classification (apprentice or journeyman) with the least seniority in the Occupational Group in the designated city from which the transfer is being made will be transferred.

In the event of a vacancy in a seniority group which cannot be filled from existing personnel within the geographic seniority group, before hiring a new employee from outside the Company to fill the vacancy, the Company will offer the vacancy to an employee in the classification and Occupational Group in the Transmission Business and the most senior qualified employee will be awarded the job. In addition, the transmission linemen in Occupational Group "A" cannot bring present occupational group seniority to new position and will be given preference for openings in Transmission Substation Repairmen classifications, Occupational Group "NN" after completion of 3 years as a journeyman lineman. Job will be offered at appropriate level based on experience.

#### **SECTION 7. Layoffs.**

- A. When it is necessary to curtail forces within a seniority group (department, or geographic area) 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 Article 8, Section 3, Schedules "A" and "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/she has been discriminated against, he/she 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. In addition, the employee shall be paid one (1) week of severance pay (40 hours of pay) for each full year of service up to a maximum of twenty-six (26) weeks. The provisions of this paragraph shall not apply if the employee is terminated for any reason other than layoff, or if the employee is offered another job anywhere in the Company at an equivalent or higher rate of pay.

**SECTION 8. Termination of Seniority.**

The seniority of an employee shall terminate under any of the following conditions: (a) when he/she quits; (b) when he/she is discharged; (c) when he/she is laid off for a period in excess of twelve (12) consecutive months; (d) or if employee is promoted out of the bargaining unit for more than six (6) months provided, however, that an employee who is promoted out of the bargaining unit less than six months shall not be able to exercise any seniority right during that six months to secure a bargaining unit job, and provided further that upon return to the bargaining unit during that six months such an employee shall resume his/her seniority as of the time of the promotion.

**SECTION 9. Employees on Long Term Disability Leave.**

- A. **Return to Work Expectations of Employees on Long Term Disability Leave.** Employees who are medically certified to return to work after having been granted LTD benefits under the Company's Long Term Disability Plan at or before the conclusion of the first twelve (12) months of approved LTD, will be placed into the same position they held prior to going on LTD, an equivalent position, or if the same position and equivalent positions have been eliminated, another open and approved position for which they are qualified and able to perform. If no position is available because of a previous temporary or indefinite layoff in which the employee would have been laid off according to the terms of the Collective Bargaining Agreement had he/she been returned to employment, the employee has no greater right to reinstatement than was allowable had he/she been continually employed during the LTD leave period.

Employees who do not return to work from LTD at or before the conclusion of the first twelve (12) months of approved LTD will be considered terminated with no reemployment rights. Employees who are medically certified to return to work within twelve (12) months after the beginning of LTD, but for whom no position is available under the language above, will be considered terminated.

- B. **Rights of Company upon an Employee's Return from LTD.** The Company, in its sole discretion, continues to retain the right to either open a new position or to displace an existing employee in accordance with the seniority provisions in this contract in order to assign an employee returning from LTD at or before the conclusion of the time periods for reinstatement discussed in Section A above.

## **ARTICLE 5**

The Company and the Union recognize that excused time off benefits provided in this Agreement represent a substantial potential cost and that excused time off benefits are not intended to be considered as earned time off for any reason except for bona fide reasons. Employees who abuse excused time off shall be subject to appropriate disciplinary actions, and the Union leadership agrees to aggressively assist the Company in controlling such abuse.

### **SECTION 1. Attendance.**

In order to encourage attendance and control absenteeism among the employees, it is helpful to establish a guideline with respect to employee attendance. On a twelve (12) month calendar basis (January through December), (effective on January 1, 2022), the guideline for paid absences (Absence for Compelling Reasons APCR) will be fifty six (56) hours which is payable only for personal illness or injury or when necessary to care for a close family member during a period of illness or injury. Close family is described as an employee's spouse as recognized under federal law, biological/adopted/foster/step child, parent/step parent, sibling/stepsibling, grandparent, grandchild, father-in-law, or mother-in-law. This time should not be considered an entitlement. When the absenteeism record of an employee is deemed to be consistently excessive, the employee's record will be examined in light of a number of factors including, but not limited to, the employee's length of service, the timing of the absences, the circumstances surrounding the absences, and the employee's past attendance record.

Employees are permitted to carry over up to a maximum of 40 unused APCR hours into the next calendar year. An employee's bank of APCR hours shall never exceed 96 hours.

When in the judgment of the employee's manager (in consultation with Human Resources), an employee's absences are determined to be excessive, the Company may take appropriate corrective action.

The Brotherhood agrees to support and cooperate with this program and the Company's attempt to reduce absenteeism and the union steward will be involved in administering this policy.

#### **A. Attendance and Absenteeism.**

For the term of this Agreement, eligible full-time bargaining unit employees will be paid for absences due to death in close family, jury duty, weather condition, and other Absences for Compelling Reasons, all in accordance with the Entergy System Policies & Procedures Attendance and Absenteeism Policy, as amended from time to time by Entergy Corporation in its discretion, (the "Attendance & Absentee Policy") except where noted below. If the Attendance and Absenteeism Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Attendance and Absenteeism Policy on the myEntergy webpage for detailed information.

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

For the term of this Agreement, 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, as amended from time to time by Entergy Corporation in its discretion, (the "Short Term Disability Policy"). If the Short-Term Disability Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Short Term Disability Policy on the myEntergy webpage for detailed information.

If the disability is due to causes other than occupational injury, the Company will continue to pay the salary then in effect for periods of time as follows:

System service	STD at 100% salary	STD at 65% Salary
1 - 6 months	0	0
After 6 months	40 hours	1000 hours
After 1 year	80 hours	960 hours
After 2 years	120 hours	920 hours
After 3 years	160 hours	880 hours
After 4 years	200 hours	840 hours
After 5 years	240 hours	800 hours
After 6 years	400 hours	640 hours
After 7 years	560 hours	480 hours
After 8 years	720 hours	320 hours
After 9 years	880hours	160 hours
After 10 years	1040hours	0 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 any order For employees who do not have available paid leave, the EP will be unpaid. STD pay will begin on the 41st 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 exhaustion of the provisions in the Short-Term Disability Policy, 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 salary have been exhausted, 65% of salary will be paid for additional period of disability up to a maximum benefit period of 1040 hours. Benefits paid under short-term disability will terminate in accordance with the terms of the Short Term Disability Policy after a maximum of six months.

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 report any medical condition which may affect the employee’s ability to perform all or part of his/her duties to the employee’s supervisor and to the appropriate STD Administrator in accordance with the reporting requirements outlined in the Short-Term Disability Policy. 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 Short-Term Disability policy, a rolling 12-month period shall be utilized in accordance with the Short-Term Disability Policy.

- C. **Absence Defined.** An absence is defined as not being present at work during scheduled hours for any reason other than on-the-job injuries, vacation, holidays, jury duty, death in family, pallbearer, approved short-term or long-term disability, military leave and leave of absence.
- D. **Death in the Family.** Employee 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 family members mean:
1. **Immediate** family members are spouse, mother, father, sibling, child or stepchild, stepparent, 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.

#### Time Off

**Immediate family members:** If an employee is notified during his/her regular workday of a death in his/her immediate family, he/she 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 two regular days off, following the day of death for the purpose of attending the funeral or handling the affairs of the estate of the deceased. Additional time off without pay may be granted.

**Other family members:** Time off with pay of one day to attend the funeral of other family members shall be granted if the funeral is held on a regular workday. Additional time off without pay may be granted.

- E. **Pallbearer/Active Role in a funeral.** An employee shall be allowed time off without loss of pay up to one-half day to serve in a funeral for another employee or close friend, when the funeral service is within 65 miles of the employee's normal reporting location. One day without loss of pay will be allowed when the funeral service is 65 miles or over from the employee's normal reporting location.
- F. **Jury Duty.** Time off with base pay will be allowed for an employee to report and serve on a jury. The Company will not withhold any jury fees from the employee's pay unless the fees exceed 25% of the base pay. If the employee does not report for jury duty until late in the day or is released early, he/she shall be required to report to his/her work headquarters for work assignments. 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.
- G. **Family and Medical Leave.** For the term of this Agreement, bargaining unit employees will be eligible for Family and Medical Leave benefits as set forth in the "Entergy System Policies & Procedures Leave of Absence – Family and Medical Leave", as amended from time to time by Entergy Corporation in its discretion, (the "FMLA Policy"). If the FMLA Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it.
- H. **Paid Parental Leave.** For 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" (the "Parental Leave Policy"), as amended from time to time by Entergy Corporation in its discretion. If the Parental Leave Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived

negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Parental Leave Policy on the myEntergy webpage for detailed information.

- I. **Volunteer Paid Time Off.** 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. Paid hours under Volunteer Paid Time Off must be time spent working on programs/activities associated with a non-profit organization, as defined by the Internal Revenue Code, and in accordance with Company guidelines.

**SECTION 2. Workers' Compensation.**

If the disability is caused by injury occurring as the result of an industrial accident while working on the work site or while performing work at the Company’s direction, the employee’s worker’s compensation payment will be supplemented with STD Pay up to (but not more than) the level of the employee’s base pay, and STD Leave Balance will be reduced by the total absence period. Due to the supplemental nature of STD Pay, there will not be an Elimination Period required.

**SECTION 3. Vacation.**

For the term of this Agreement, bargaining unit employees will be eligible for Vacation benefits as set forth in the “Entergy System Policies & Procedures Vacation Policy” (the “Vacation Policy”), as amended from time to time by Entergy Corporation in its discretion. If the Vacation Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Vacation Policy on the myEntergy webpage for detailed information.

When an employee has scheduled and approved vacation, the employee will be unavailable for work from the end of shift on the employee’s last normal work day preceding the start of vacation until the beginning of the employee’s next shift unless the employee requests to be available.

Original requests for vacations in January through March shall be submitted by December 31 of the preceding year and requests for the remainder of the year shall be submitted by April 1 of the current year. In the event of a conflict in vacation dates in the original request that cannot be worked out by the employees involved, the conflict shall be resolved by granting such vacation to the employee with greatest occupational seniority among the employees being scheduled by the supervisor to perform the function, provided that a sufficient number of qualified employees remain available to cover reasonable manning requirements.

Any employee who does not request all of his/her vacation in accordance with the above procedures by April 1 will have the appropriate number of vacation days scheduled and posted by his/her supervisor, after discussion with the affected employee or employees.

**CURRENT SCHEDULE**

<b>Years of Service</b>	<b>Vacation Hours</b>
<1	Up to 80*
1-2	80
3-9	120
10-14	144

15-23	160
24+	200

\*See Policy for new hire vacation provisions.

All employees will follow the current schedule for vacation. A two week (up to a maximum of 80 hours) carryover provision for vacation will be provided. Carry-over vacation scheduling is subject to supervisory approval to assure sufficient staffing levels are present and must be taken before regular vacation can be utilized. All vacation scheduling is subject to approval by the supervisor to assure sufficient staffing levels are present.

With the consent of the Company, an employee who is entitled to in excess of two (2) weeks (80 hours) of vacation may elect to work during such excess vacation, and for such excess vacation time shall be entitled to be paid his/her normal rate for each such hour worked, in addition to being credited with the regular straight time vacation pay. The decision of the Company in the giving or withholding of its consent shall be final and not subject to the Grievance Procedure.

Any employee laid off due to curtailment of forces who has not received his/her vacation for the calendar year, shall be allowed his/her unused vacation.

An employee who works on a scheduled vacation day shall:

1. Reschedule the worked vacation hours during the current year if possible; then
2. Vacation hours worked that cannot be rescheduled during the current year shall be carried over to the next year, up to the maximum of 80 hours of vacation rollover set forth in this section; then
3. The number of vacation hours not worked that cannot be rescheduled and which exceed the 80 hours rollover shall be paid at time and a half.

**SECTION 4. Leave of Absence.**

**A. 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 requiring his/her 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/her term of office, provided it is practicable for him/her to be relieved of his/her duties with the Company. During such absence, he/she shall continue to accrue seniority with the Company, and he/she shall be allowed to continue participation in the company’s employee benefits plans in accordance with the terms of those plans. Employee payroll costs relating to wages, benefits, taxes and other payroll deductions (including administrative costs) will be reimbursed by the respective 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.

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

Union representatives shall not stop or interrupt work of employees for the transaction of Union business except as provided in Article 1, Section 5.

**B. Military.** For the term of this Agreement, bargaining unit employees will be eligible for Military benefits as set forth in the “Energy System Policies & Procedures Leave of Absence – Military Policy”, as amended from time to time by Entergy Corporation in its discretion (the “Military Leave Policy). If the Military Leave Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended



effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Military Leave Policy on the myEnergy webpage for detailed information.

**SECTION 5. Holidays.**

Through the term of this Agreement, bargaining unit employees will be eligible for Holiday benefits as set forth in the “Entergy System Policies & Procedures - Holidays Policy,” as amended from time to time by Entergy Corporation in its discretion, (the “Holidays Policy”) except as noted below. If the Holidays Policy is to be changed during the term of this Agreement, the Company shall notify the Union in a timely manner prior to the change, and upon a request by the Union prior to the intended effective date, the Company agrees to bargain over a perceived negative change, which change shall not be implemented upon a failure by the parties to agree to it. Please refer to the Holidays Policy on the myEnergy webpage for detailed information.

The following holidays will be recognized by the Company: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and three (3) personal holidays. Where the holidays are nationally celebrated, they will be observed by the Company on the day nationally observed.

During the calendar year of employment, the employee will receive personal holidays on the following schedule:

- Hired in 1<sup>st</sup> Quarter – 3 Personal Holidays
- Hired in 2<sup>nd</sup> Quarter – 2 Personal Holidays
- Hired in 3<sup>rd</sup> Quarter – 1 Personal Holiday
- Hired in 4<sup>th</sup> Quarter – 0 Personal Holidays

When a holiday falls within an employee's regular work schedule, he/she shall be paid for eight (8) hours at his/her regular base hourly rate if he/she is not required to report for duty. If such employee is required to work, he/she shall be paid premium pay at the rate of one and one-half (1½) times his/her regular base hourly rate for each hour worked on such holiday, in addition to being paid the regular straight-time pay for the holiday. An employee required to report to work on the holiday, except for call-outs for emergencies, shall be paid at the premium rate for a minimum of four (4) hours.

If a recognized holiday falls on an employee's regularly scheduled off day, the next regularly scheduled workday shall be considered as a holiday and treated as such. However, in cases where local conditions make closing of Company property on the workday following the holiday impracticable, the Company may designate the workday preceding the holiday as the day off for such employees as it deems are needed. When the preceding day is designated as the holiday, a 15-day notice shall be given to the employee.

**SECTION 6. Job Site Reporting, and Travel Allowances.**

- A. The Company may designate a job site or other location as an “Alternate Reporting Location” (ARL). At the discretion of the company:
  - 1) Company will provide lodging using the company approved booking and reporting system.
  - 2) Company will pay meals out via the meal allowance, in lieu of per diem, as set forth in Article 11, Section 5 for all meals while on overnight stay excluding the midnight meal unless applicable.
  - 3) Employees will utilize the company vehicle when available. If a situation occurs where a company vehicle is unavailable and an employee is approved to use a personal vehicle, individual mileage will be reimbursed per mileage rate as set in the company approved booking and reporting system.

- 4) Individuals will report to the ARL at the start time designated by management.
- 5) Travel to and from the ARL will be paid at the applicable rate of pay minus the normal commute between the individual's home and normal reporting location.

**SECTION 7. Job Site Reporting, and Travel Allowances for Transmission Lineman**

As it relates to Transmission Linemen, the Company may designate a job site or other location as an "Alternate Reporting Location" (ARL). At the discretion of the company:

- 1) Company will provide lodging using the company approved booking and reporting system.
- 2) Company will pay meals out via the meal allowance, in lieu of per diem, as set forth in Article 11, Section 5 for all meals while on overnight stay excluding the midnight meal unless applicable. OR
- 3) In lieu of company provided lodging and meal allowances, transmission linemen may be reimbursed per the standard per-diem rate. Effective 10/1/2024, the per-diem rate will be \$178.00 per day to cover all meals, lodging and incidental expenses. This is meant to comply with the IRS per diem business expense reimbursement method to the extent allowed. This rate will be reviewed yearly in October and may change based on the recommended GSA rate. Employees can submit reimbursement requests through the Company's per diem expense reimbursement option.
- 4) Employees will utilize the company vehicle when available. If a situation occurs where a company vehicle is unavailable and an employee is approved to use a personal vehicle, individual mileage will be reimbursed per mileage rate as set in the company approved booking and reporting system.
- 5) Individuals will report to the ARL at the start time designated by management.
- 6) Travel to and from the ARL will be paid at the applicable rate of pay minus the normal commute between the individual's home and normal reporting location.

**SECTION 7. Inclement Weather.**

The Company will not require any employee to do construction work or maintenance work out of doors during heavy rain, sleet, snow, or whenever the temperature is below 10 degrees Fahrenheit, or during any rain, sleet or snow if the temperature is below 35 degrees Fahrenheit, unless such work in the judgment of the supervisor is necessary to protect life or property, or to maintain or restore service to the public.

Additionally, the Company will not require any employee to climb poles or to do hands-on energized primary work during rain, sleet, snow or whenever the temperature is below 10 degrees Fahrenheit, unless such work in the judgment of the Construction Supervisor is necessary to protect life or property, or to maintain or restore service to the public.

Employees will be expected to do tasks outside that would not involve undue risk of injury.

Employees reporting at their regularly designated time and place to perform their work will not be laid off due to this provision but may be required to do other work suitable to conditions.

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/she may be required to pay for the equipment by deducting from his/her pay at the time new equipment is issued. Where necessary for the safe storage of equipment, the Company will furnish suitable lockers at the storeroom or headquarters.

Employees working shifts 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 equipment, but not for the routine maintenance work.

## ARTICLE 6 - HOURS OF WORK, OVERTIME, CALL-OUTS

### SECTION 1. Definitions.

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

- A. **Straight Time.** "Straight Time" shall be the hours worked within any scheduled workday and within any scheduled workweek of forty (40) hours, and shall be compensated for at the applicable hourly rate specified in Schedule B.
- B. **Overtime.** "Overtime" shall be the time worked outside straight-time hours, or time worked in excess of forty (40) hours per week. Overtime worked outside of straight-time hours shall be paid at one and one-half (1½) times the total of the applicable hourly rate specified in Schedule B, plus applicable premiums and differentials earned by the employee for such hours worked pursuant to the terms of this Agreement. Any hours worked in excess of 40 in a workweek shall be paid in accordance with the Fair Labor Standards Act ("FLSA").
- C. **Double time.** "Double time" shall be paid at two (2) times the total of the applicable hourly rate specified in Schedule B, plus applicable premiums and differentials earned by the employee for such hours worked pursuant to the terms of this Agreement.
- D. **Premium Time.** "Premium Time" shall be all hours worked other than overtime for which a rate higher than the applicable hourly rate specified in Schedule B is required.
- E. **Emergencies.** An "Emergency" is any situation wherein it is necessary for the Company and its employees to take immediate action in order to prevent serious injury, restore service, save life, or prevent damage to property or interruptions of service to the public.
- F. **Call-Outs for Emergencies and Prearranged Overtime.** Employees called after being relieved at the regular quit time shall be credited with two (2) hours at the overtime rate, except that when employees are called between the hours of 11:00 p.m. and 5:00 a.m. they shall be credited with three (3) hours at the overtime rate, provided, however, that:
  1. Should another emergency occur within the credited call-out times mentioned above, the whole period from the time of the first call shall be considered as one continuous overtime period.
  2. In case it is stormy and more trouble is likely to occur, the employees may be held for the duration of the credited call-out time.
  3. If the specified "credited call-out time" or "prearranged overtime" overlaps the starting time of their regular workday, the overtime rate applies only until the regular assigned starting time.
  4. Prearranged overtime shall be arranged by the Company and notice given the employee prior to being released from his/her last regular work period, including holdover periods, preceding the required reporting time. (Prearranged overtime is work performed by the employee which cannot be done during his/her regular schedule work hours other than emergencies as defined in paragraph D. above.) The employee shall receive pay at the "overtime rate" as provided in Article 6, Section 1 B. Employee reporting to work in accordance with such prearranged overtime shall receive a minimum of two (2) hours at the overtime rate on the employee's regular workdays and a minimum of four (4) hours on the employee's regular days off and on holidays, except as provided in E 3 above.
  5. An employee required to work sixteen (16) consecutive hours or sixteen (16) total hours within a twenty-four (24) hour period shall be allowed an eight (8) consecutive hours rest period before returning to work. If rest period extends into the employee's regular work schedule, such hours of rest will be considered as allowable hours with pay. Travel time from the job may be in excess of the sixteen (16)

hours. The eight (8) hour rest period shall start when actually released, or if the employee is entitled to a meal after being released, the rest period shall be eight and one-half (8½) hours.

6. Non-shift employees who are called out or held over on overtime for unscheduled work, will be allowed a period of rest time equal to the time worked during the period between 1:00 a.m. and 3:00 a.m. except for the day following scheduled off days and holidays, employees will be allowed a period of rest time, equal to the time worked during the period between 12:00 a.m. and 5:00a.m. to be extended into the regular work day. Rest time less than or equal to two (2) hours can be taken at end of the regular workday with supervisor’s approval. Rest time that exceeds two (2) hours shall be taken at the beginning of the regular workday. Employees will be allowed off in the situations above if operating conditions permit the release of the employee(s).

Such hours at rest will be considered as allowable hours at straight time pay at the beginning of the following day’s regular work schedule. If the following day is not a regularly scheduled work day, the rest time will not be paid.

7. No employee shall be required to remain at a location designated by the Company on his/her regular "days off" as "stand-by" without compensation.
8. Employees held over after the end of any regularly scheduled workday shall be paid at the overtime rate for all such hours worked.
9. When call-outs occur and do not result in physical presence at the job site or office location, Damage Prevention Locators will be paid a minimum of 30 minutes at the standard call-out rate, except for the hours between 11 pm and 5 am in which a minimum of 1 hour will be paid at the standard call-out rate.

G. **Wages.** All employees shall be paid their wages bi-weekly on the Friday following the end of each bi-weekly pay period insofar as practicable. Newly hired employees as of the effective date of this contract (October 1, 2024) are required to have direct deposit. Any employee who has direct deposit set up as of the effective date of this contract (October 1, 2024) is not allowed to switch to a paper check. Only employees with an existing paper check as of the effective date of this contract (October 1, 2024) can maintain receipt of a paper check. If an employee switches to direct deposit after the effective date of this contract (October 1, 2024), they are not allowed to switch back to a paper check. 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. If direct deposit is not utilized by the employee, the delivery of paper checks could be delayed due to holidays, inclement weather, or other transportation constraints.

**SECTION 2. Working Hours.**

**A. REGULAR WORK SCHEDULES**

1. **Non-Shift Employees.** The parties hereto recognize that the business of the Company requires safe, efficient and continuous operations for twenty-four hours of each day and that in such operation, it is inherent that the Company will establish working schedules, and it is recognized that from time to time the Company will need to and has the authority to make changes in non-shift employees’ working schedules except as provided in this section. If time and conditions warrant, consideration should be given to volunteers for these schedule changes.
2. **Shift Employees.** Working schedules will be established by the Company for shift employees and shall be subject to change or modification by the Company to meet changing conditions and requirements of service to the public. The complement of shift personnel shall not be more than one-half (1/2) of the personnel at each work group. The first attempt to fill any work schedule outside the normal work schedule as noted below will be by rotation of employees within the work group. If such an agreement cannot be reached, then the work schedule outside of the normal work hours will be filled by volunteers.

However, if no volunteers, then the Company will fill the work schedule by assigning the least senior employees by the work group.

3. Schedules. Shift and non-shift employees shall be on schedules of forty (40) hours a week, either five (5) eight-hour consecutive days, four (4) ten-hour consecutive days or alternate work schedule. Schedules will be determined by the Company on an individual basis.

a) Notification of changes in work schedules shall be made known to affected employees no later than 10 a.m. on Wednesday of the preceding work week.

b) Normal Start Times. The normal starting time of daily work periods will be established between the hours of 6:30a.m. and 8:00 a.m. and will be the same for each day in a work week.

c) Shifts Outside Normal Start Times

1) The workweek for shift employees in the Little Rock all networks across the state will begin at 5:00 a.m. on Sunday and will end at 4:59 a.m. on the following Sunday. The schedule for those shift employees is as follows:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	OFF	6a / 4p	6a / 4p	6a / 4p	6a / 4p	OFF	OFF
2	OFF	OFF	4p / 2a	4p / 2a	4p / 2a	4p / 2a	OFF
3	6a / 4p	6a / 4p	OFF	OFF	OFF	6a / 4p	6a / 4p
4	4p / 2a	4p / 2a	OFF	OFF	OFF	4p / 2a	4p / 2a
5	OFF	OFF	6a / 4p	6a / 4p	6a / 4p	6a / 4p	OFF

2) Employees will be given notice of schedule changes in accordance with Article 6. Sec 2 A. 3.c.

3) A \$.50 premium will be paid on each hour for which an employee is normally scheduled to, and actually does, work after 5:00 p.m. In the event an employee who is entitled to this \$.50 premium continues to work beyond his/her normal schedule, then work outside the normal schedule shall be compensated in accordance with Article 6, Section 1(B) of this Agreement.

4) Meals allowances will be paid when employees are required to work overtime exceeding 1½ hours either before or after their normal schedule. If the overtime period exceeds 2 hours, thirty (30) minutes will be allowed for eating on Company time. If the overtime period continues, meals will be reimbursed or furnished at six (6) hour intervals until employee is relieved.

5) All meal allowances provided for in this Section 2A are subject to all applicable income and employment taxes and must be reported to and paid or accounted for through the Company's time reporting and payroll system.

**B. VARIOUS WORK SCHEDULES FOR NON-SHIFT EMPLOYEES ARE AS FOLLOWS:****1. Transmission Lines Department 4-10s Agreement**

- a) The Company and the Union agree to the 4-10s schedule when the supervisor and a majority of the employees involved mutually agree to work a 4-10s schedule.
- b) The Company or the Union can unilaterally cancel this schedule with a sixty (60) calendar day advance written notice.
- c) The Company and the Union agree to meet and discuss problems prior to canceling the special four (4) ten (10) hour day schedule with the intent of discussing a mutually agreeable alternative.
- d) In the event the 4-10s schedule is canceled, Traveling Field Personnel in the Transmission Lines Department will revert to the schedules in Article 6 Section 2(A).
- e) The work schedule will be Monday through Thursday, 7:00 a.m. to 5:30 p.m. (thirty (30) minutes off for lunch).
- f) Overtime worked outside of the published 7:00 a.m. – 5:30 p.m. schedule shall be paid one and one-half (1½) times the total of the applicable hourly rate specified in Schedule B, plus applicable premiums and differentials earned by the employee for such hours worked pursuant to the terms of this Agreement.
- g) Time off will be paid as follows:

**Vacation.** Vacation will be charged hour for hour and scheduled in accordance with Article 5, Section 3 of this Agreement.

**Sick Leave.** Sick Leave will be charged hour for hour and handled in accordance with Article 5, Section 1 of this Agreement.

**Holidays.** Holidays taken to have eight (8) hours straight time and two (2) hours vacation or time off without pay. Holidays falling on Friday and Saturday to be taken on Thursday, Holidays falling on Sunday to be taken on Monday.

**Funerals.** Pay full day (ten (10) hours, as appropriate) when necessary, as specified in Article 5, Section 1.C of this Agreement.

**Jury Duty.** Time off with base pay as specified in Article 5, Section 1.E of this Agreement.

- h) May - August: Starting time may be moved if agreed by both Company and each bargaining unit member of the affected Transmission crew.
- i) The Company and the Union recognize that from time to time the Transmission crews must interface with other personnel whose normal working hours are Monday through Friday. During these times, those individuals working ten (10) hour days shall be placed on normal working hours Monday through Friday.

**2. Alternate Work Schedule**

- a) The Company and the Union agree to the nine hour per day schedule as outlined in this section when the supervisor and a majority of the employees involved mutually agree to the schedule. Supervision may set requirements such as, but not limited to, the following:

- (1) Determine that the nine hour schedules are not appropriate in some areas.
  - (2) Require a combination of five-day work schedule of eight hours per day (5-8s), four-day work schedule of 10 hours per day (4-10s), and nine hour per day schedules within the same work groups.
  - (3) Set the length of the schedule.
  - (4) Change the length of the schedule.
  - (5) Determine the number of employees in each classification to go on the Alternate Work Schedule.
  - (6) Make other adjustments as required due to customer needs, schedule requirements, and any other reasons deemed appropriate by the supervisor.
- b) This schedule is subject to cancellation by either party with a thirty (30) day advanced written notice. Cancellation will be subject to the grievance procedure and cannot be arbitrated by either party.
  - c) The Company and the Union agree to meet and discuss any problems and/or concerns prior to canceling this schedule with the intent of discussing adjustments and/or agreements which may avoid cancellation.
  - d) Employees working the nine-hour per day Alternate Work Schedule will have Friday as the alternate day off. That day off is a set, scheduled day that occurs once every two weeks.
  - e) Alternate Work Schedule (nine hours per day) as well as 4-10s and 5-8s schedules, will begin work according to Article 6, Section 2. A. 3. d). With supervisory approval, lunch breaks may be set up for either thirty (30) minutes or one (1) hour, according to classification.

**Alternate Work Schedule applicable for non-shift employees will be as follows:**

Workweek for the Alternate Work Schedule for the nine-hour per day schedules shall begin at mid-shift Friday and end at mid-shift the following Friday.

**1ST OFF-FRIDAY SCHEDULE (Hours of Work)**

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
1st Week	9	9	9	9	off	0	0
2nd Week	9	9	9	9	8	0	0
3rd Week	9	9	9	9	off	0	0
4th Week	9	9	9	9	8	0	0

**2ND OFF-FRIDAY SCHEDULE (Hours of Work)**

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
1st Week	9	9	9	9	8	0	0
2nd Week	9	9	9	9	off	0	0
3rd Week	9	9	9	9	8	0	0
4th Week	9	9	9	9	off	0	0

f) Overtime shall be paid in accordance with Article 6, Section 1(B) of this Agreement.

g) Time off will be paid as follows:

- **Vacation** - Vacation will be charged hour for hour and scheduled in accordance with Article 5, Section 3 of this Agreement.
- **Sick Leave** - Sick Leave will be charged hour for hour and handled in accordance with Article 5, Section 1 of this Agreement.
- **Holidays** - If a holiday (including employee's elective holiday) is observed during an alternate work schedule, the employee will receive eight (8) hours straight time pay and one (1) hour vacation pay or one (1) hour time off without pay. If a holiday falls on a Friday "off day" or Saturday, the holiday will be observed on Thursday, and if the holiday falls on Sunday, it will be observed on Monday.
- **Funerals** - Pay full day (9 hours, as appropriate) when necessary, as specified in Article 5, Section 1.C of this Agreement.
- **Jury Duty** – Time off with base pay as specified in Article 5, Section 1.E of this Agreement.

**3. Hitch Work Schedules**

- a) Normal Start Times. The normal starting time of daily work periods will be established between the hours of 6:30a.m. and 8:00 a.m. and will be the same for each day in a work week.
- b) Employees will be given notice of schedule changes in accordance with Article 6. Sec 2 A. 3.c.

**Hitch Work Schedule option applicable for Franchise Crew employees and will be as follows:**

Hitch Work Schedule Example							
Week	Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	Off	Off	Off	10	10	10	10
2	10	10	10	10	Off	Off	Off
3	Off	Off	Off	10	10	10	10
4	10	10	10	10	Off	Off	Off



- c) Overtime shall be paid in accordance with Article 6, Section 1(B) of this Agreement.
- d) Time off will be paid as follows:

- **Vacation** - Vacation will be charged hour for hour and scheduled in accordance with Article 5, Section 3 of this Agreement.
  - **Sick Leave** - Sick Leave will be charged hour for hour and handled in accordance with Article 5, Section 1 of this Agreement.
  - **Holidays** - If a holiday (including employee's elective holiday) is observed during this work schedule, the employee will receive eight (8) hours straight time pay and two (2) hours vacation pay or two (2) hours time off without pay. If a holiday falls on an "off day", the holiday be permitted to take the eight-hour holiday on another day within in the same calendar year, provided the employee obtains supervisor approval in advance of the requested day being substituted for the holiday.
  - **Funerals** - Pay full day (10 hours, as appropriate) when necessary, as specified in Article 5, Section 1.C of this Agreement.
  - **Jury Duty** – Time off with base pay as specified in Article 5, Section 1.E of this Agreement.
- 4. **Service Work.** Servicemen shall be rotated to provide only necessary crews and may be required to work any regular schedule consisting of consecutive days between Monday and Saturday inclusive. Schedules of work may be arranged to coincide with office hours.
  - 5. **Shift Employees.** Shifts should be arranged so that days off from work will be consecutive so far as practicable. Shift schedules shall be so arranged as to rotate shifts at specified periods and shall be posted.
  - 6. **Franchise Construction Crew.** The Company may set up a Franchise distribution line construction crew. This crew could be expected to routinely work where work level dictates.

**Crew Staffing.** The Franchise Construction Crew will be staffed from the Journeyman Lineman classification on a permanent basis by the following Priority:

1. Volunteers within the specific network location that the franchise crew is domiciled.
2. Volunteers within the domiciled network's Seniority Division.
3. Journeyman Linemen forced by reverse seniority within the domiciled network's Seniority Division.

Staffing levels will be determined by the Company.

**Special Transfer Right for Franchise Construction Crew**

Before filling any permanent vacancy for a lineman (1st year apprentice through Journeyman for Franchise crew), the Company will first offer the position to members of the Franchise Construction Crew personnel by seniority. If another permanent vacancy is created as a result of this process, the Company will not be required to fill this vacancy by this Special Transfer Right provision.

- C. **Extended Work Schedule.** The above hours of work may be extended under the following conditions:

The extended work schedule shall be for at least five (5) consecutive workdays. Employees reporting to work on an extended work schedule who remain on the job for the scheduled hours shall be entitled to the

total number of hours scheduled, except in case of inclement weather, when any hours scheduled past the regular quitting time may be canceled, if the employee is released from duty. Extended schedule may be changed back to a 40-hour work schedule upon a 24-hour notice to affected employees.

- D. Lunch Period Time.** Any employee covered by this Agreement who is required to work into their lunch period so that they have less than 20 minutes off to eat shall be paid for the entire scheduled lunch period, and the entire period shall count as hours worked. If any employee is required to work two (2) hours past the starting time of his/her normal noon mealtime without being permitted to eat, he/she will be allowed thirty minutes of paid time to eat. Present practice of certain employees taking a 30-minute lunch period and quitting at 30 minutes prior to end of normal work day will be continued provided it does not interfere with Company operations. The Company reserves the right to reschedule for a one-hour lunch period.

### **SECTION 3. 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.** Employee will accept call-outs for emergencies 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.** A record of overtime will be kept and made available to employees in like classifications.

### **SECTION 4. Restoration Work Outside of Normal Work Area**

This section applies to restoration work assignments outside an employee's normal work area, ("Restoration Work"). Restoration Work does not include those routine work assignments that are subject to other provisions of this contract.

- A. Selection for Assignments:** When employees are needed to perform Restoration Work, management shall have the right to determine the number of employees, job classifications, skill sets needed, and the location(s) from which the needed employees are to be selected, based on business need and operational impact. Two separate storm ("nights-out") lists will be maintained as noted below.
1. For on-system restoration events (Entergy operating companies), available employees not in statewide seniority workgroups who meet the criteria noted above (classification, skill set, and location) shall be polled to perform Restoration Work in accordance with a list of their current number of overnight stays on on-system Restoration Work assignments. The initial list to poll from shall be in order of seniority, with the most senior employee offered first and forced last. Employees then shall be offered the opportunity for Restoration Work assignments based on the number of overnight stays on Restoration Work assignments, low to high, at the time of the poll at the respective location(s) designated. If there are not sufficient volunteers to staff the desired number of employees from the location designated, then the Company may require employees to accept such Restoration Work from that location in order of number of overnight stays on Restoration Work assignments, low to high. If the number of overnight stays is the same, the senior will be offered first and forced last. The process detailed in this paragraph shall not impede or delay the selection and assignment of employees with the appropriate criteria noted above to perform Restoration Work. The company will post storm overnight stay/seniority list after each storm event, and employees have five (5) days after posting to challenge the list.

2. For off-system (non-Entergy) storm assignments, available employees not in statewide seniority workgroups who meet the criteria noted above (classification, skill set, and location) shall be polled to perform off-system Restoration Work in accordance with a list of their current number of overnight stays on off-system Restoration Work assignments. The initial list to poll from shall be in order of seniority, with the most senior employee offered first and forced last. Employees then shall be offered the opportunity for off-system Restoration Work assignments based on the number of overnight stays on off-system Restoration Work assignments, low to high, at the time of the poll at the respective location(s) designated. If there are not sufficient volunteers to staff the desired number of employees from the location designated, then the Company may require employees to accept such off-system Restoration Work from that location in order of number of overnight stays on off-system Restoration Work assignments, low to high. If the number of overnight stays is the same, the senior will be offered first and forced last. The process detailed in this paragraph shall not impede or delay the selection and assignment of employees with the appropriate criteria noted above to perform off-system Restoration Work. The company will post storm overnight stay/seniority list after each storm event, and employees have five (5) days after posting to challenge the list.
3. Employees who are not in state or region wide seniority groups who transfer into a different headquarters will be credited with the average number of overnight stays of all the employees on the list at the new headquarters.
4. Administrative Assistants will be assigned to a storm roster by distribution regions. (N.E., N.W., S.E., S.W., Transmission, and Central). Due to different seniority groups working within the same distribution regions, Admin Assistants will be assigned to the list, first to last, by occupational group seniority. The initial list to poll from shall be in order of occupational group seniority, within the region, with the most senior employee offered first and forced last. Employees then shall be offered the opportunity for Restoration Work assignments based on the number of overnight stays on Restoration Work assignments, low to high, at the time of the poll at the respective location(s) designated. If there are not sufficient volunteers to staff the desired number of employees from the location designated, then the Company may require employees to accept such Restoration Work from that location in order of number of overnight stays on Restoration Work assignments, low to high. If the number of overnight stays is the same, the senior will be offered first and forced last. The process detailed in this paragraph shall not impede or delay the selection and assignment of employees with the appropriate criteria noted above to perform Restoration Work. The company will post storm overnight stay/seniority list after each storm event, and employees have five (5) days after posting to challenge the list.
5. Administrative Assistants who transfer into a different distribution region will be credited with the average number of overnight stays of all the employees on the list at the new region.
6. Storekeepers will be listed on a statewide storm list. The initial list to poll from shall be in order of occupational group seniority with the most senior employee offered first and forced last. Employees then shall be offered the opportunity for Restoration Work assignments based on the number of overnight stays on Restoration Work assignments, low to high, at the time of the poll at the respective location(s) designated. If there are not sufficient volunteers to staff the desired number of employees from the location designated, then the Company may require employees to accept such Restoration Work from that location in order of number of overnight stays on Restoration Work assignments, low to high. If the number of overnight stays is the same, the senior will be offered first and forced last. The process detailed in this paragraph shall not impede or delay the selection and assignment of employees with the appropriate criteria noted above to perform Restoration Work. The company will post storm overnight stay/seniority list after each storm event, and employees have five (5) days after posting to challenge the list.
7. An employee who transfers into a different headquarters will be credited with the average number of overnight stays of all the employees on the list at the new headquarters.

8. The lists, by location, shall be re-zeroed once the term of the contract reaches expiration.
9. Employees may submit, for management approval, a potential unusual hardship for exemption considerations.
10. The company may use text messaging when needed to simplify the notification to poll for response for storm restoration work. The text message should include whether the restoration response is on-system or off-system. The message is intended to be a notification of polling for storm restoration response. The current appropriate “nights out” lists as stated in Article 6 section 4A shall be used in the selection of employees for the storm restoration response. If an employee responds to the text message with his/her response, the response may be used for that employee in lieu of a phone call. If all positions are filled by employees at the top of the appropriate “nights out” list via text message response, phone call polling will not be needed. If any position is not filled via text message response from an employee at a required top position on the “nights out” list, the company shall poll via phone call non-responding employees in the proper order from the appropriate “nights out” list. An adequate amount of time should be observed for the contacted employee to respond from a voicemail. The process detailed in this paragraph shall not unduly impede or delay the selection and assignment of employees with the appropriate criteria noted above to perform Restoration Work.
11. In the rare event that during the restoration response the assignment changes to a storm different than the original selected per “nights out list” the nights out will be added to the appropriate storm list and will not be re-selected.
12. To verify accuracy of the on-system & off-system lists the following process will be utilized:
  - A. Within 3 business days of the return from storm duties, the Company will send an updated storm list via written communication to a Union Steward (or the Steward’s designee associated with that network. 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), shall 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. Pay for Restoration Work**

1. An employee who is told to pack for a Restoration Work assignment that requires an overnight stay, shall be paid \$100.00 to pack and prepare for the assignment. The employee will only be paid one \$100.00 payment per event. Such payments are subject to all applicable income and employment taxes and must be reported to and paid through the Company’s time reporting and payroll system.
2. Employees performing Restoration Work shall be paid for 16 hours worked at the applicable Straight Time or, Overtime rate as defined in Article 6, Section 1, except as set forth in paragraph 3 and 4 below. Restoration work is defined as storm work with which an employee is required to work outside of his/her normal work area and have an overnight stay.
3. On release travel days for Restoration Work assignments, employees shall be paid either (i) a minimum of six (6) hours or (ii) their actual hours worked (Ex. Total actual hours worked = Wrench time + the travel time back to their home work location) – whichever of (i) or (ii) is greater – with their pay being at the applicable Straight Time or Overtime rate as defined in Article 6 Section 1, except as set forth in paragraph 4 below. The release travel day of the restoration work refers to the

day the employee returns to their home work location.

4. For off-system (non-Entergy) storm assignments, bargaining unit employees will be compensated on travel days for a minimum of 12 hours per day. All other days will be compensated for a minimum of 16 hours. For off-system (non-Entergy) storm assignments, bargaining unit employees will receive the applicable rate for all hours worked other than double time for all hours worked on Saturdays, Sundays, and Company Holidays.

In addition to the above guaranteed hours of pay, if the storm assignment is outside the Entergy System, Entergy will pay its employees straight time and overtime multipliers on a reciprocal basis as the host company would charge Entergy if the host company worked on Entergy system performing a storm assignment.

5. Where a temporary upgrade is required under Article 7 during Restoration Work and employees in the Occupational Group from which the upgrade is to be made are not from the same department or geographic area, the total EAI Occupational Group seniority will be used in designating the upgrade.

**C. Transportation, Lodging and Meals:**

1. For all Distribution Line Bargaining positions, all transportation, lodging and meals for Restoration Work assignments outside the employee's normal work location will be provided. The Company shall provide reasonable accommodations.

**ARTICLE 7 - SPECIAL WORKING RULES, CONSTRUCTION AND MAINTENANCE CREWS**

**SECTION 1. Safety Policy.**

It is the policy of the Company that all work must be done safely. No work is ever to be considered so important or urgent that the necessary steps cannot be taken to do it safely.

**SECTION 2. Line Construction Crews.**

**Supervision- Line**

Line construction crews shall be under the supervision of a Construction or Line Supervisor, Operations Coordinator and/or Senior Lineman as assigned. Crews shall be staffed by other qualified personnel as needed to safely perform the work at hand in accordance with the Safety Manual and this Agreement. Construction vehicles shall be driven and operated by qualified personnel.

When a Construction or Line Supervisor is off work because of illness, vacation, or other reasons or is otherwise absent from the region, and no other non-bargaining employee is assigned to perform his/her duties, the Senior Lineman with Occupational Group seniority, who normally works at the same location under the Supervisor, shall be designated as a temporary Supervisor. The requirement to fill in as a temporary Supervisor is considered a part of the duties of a Senior Lineman and he/she shall receive no additional compensation during these assignments. During these assignments the temporary Supervisor may, if assigned, continue to work as a Senior Lineman.

When a Senior Lineman is absent from the assigned work project where two or more Linemen remain and another Senior Lineman and/or Supervisor is not present somewhere in the vicinity of the project job site, the Journeyman Lineman with greatest occupational group seniority on the project shall be designated as temporary Senior Lineman. If the employee so designated as Senior Lineman continues to perform the duties of the higher classification continuously for four (4) hours or more, he/she shall receive the Senior Lineman rate of pay for the total period of time so worked.

In the event a crew is split into smaller units that continue to work on the same project under the general supervision of a Senior Lineman or Supervisor present somewhere in the vicinity of the project job site, no upgrade will be made even though these units may be physically separated, unless deemed appropriate by the permanent Supervisor.

A project is defined as a single job or a group of jobs on the same circuit or within the same general area.

Insofar as practical, the ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to each two (2) Journeymen.

**Crew Leads**

Lineman/serviceman who are assigned as a "crew lead" during restoration work shall be designated as temporary Senior Lineman and shall receive the Senior Lineman rate of pay for all such hours worked. Selection for crew lead assignments shall be at management's sole discretion.

**SECTION 3. Protective Equipment.**

The Company shall furnish rubber gloves, protection shield, rubber blankets, and other necessary protective equipment when such shall be required.

**SECTION 4. Service Crews.**

The combining of service crews for occasional small construction or maintenance jobs shall constitute a construction crew. Where necessary, the combining of service crews for occasional small construction and maintenance work will be continued. The Serviceman with the greatest seniority will be paid at the rate of Senior Lineman if he/she continues to perform the duties continuously for four (4) hours or more, subject to the provisions of Article 4, Section 5 B.

**SECTION 5. Special Equipment: Aerial Basket and/or Hole Digging-Pole Setting Trucks.**

Special equipment such as the Aerial Basket Trucks and/or hole digging-pole setting trucks shall be manned by sufficient qualified personnel to safely perform the work at hand in accordance with the Safety Manual and this Agreement. The vehicles shall be driven and operated by a qualified person. When personnel working from an aerial basket truck assigned to construction and maintenance are used for occasional tree trimming, they shall suffer no change in classification.

All equipment not engaged in work specifically mentioned herein will be manned by qualified personnel according to the work load and job hazards involved.

**SECTION 6. Hands-On Primary Work.**

When performing hands-on work on energized primary, the appropriate number of qualified workers shall be provided to perform the work safely. It is recognized that differences in construction and job conditions may affect the number of workers required. The crew shall, however, consist of the following personnel as a minimum except in the case of an emergency.

- A. When performing hands-on work on energized primary, the crew shall consist of at least a Journeyman Lineman and a Fourth-Year Apprentice Linemen, or two servicemen as provided in Article 7 Section 6. If the hands-on primary activity is such that it can be performed safely by one lineman, the second lineman will not be required in the primary zone but will be located on the ground in a position to render assistance.
- B. If the work activity is such that two (2) or more linemen are required to physically perform the hands-on primary work activity safely, the appropriate number of qualified linemen will be provided for the work activity and additional qualified personnel will be provided on the ground to render assistance.
- C. Two-man crews shall not perform the following work activities involving:
  1. Any work requiring insulated work platforms.
  2. 34.5 kv three phase or two-of-three phase type construction, unless both employees are 34.5 kv trained journeyman qualified.
  3. The installation or complicated\_maintenance of a Gang-Operated Air Break switch.
  4. Insulated mechanical jumpers.
  5. Change out of double crossarm, except straight line and slight angle structures.

- D. Two-man crews may be required to perform the following activities utilizing insulated single bucket, single bucket material handler and double bucket units:
1. Transfer of single phase (7kv or 20kv), small and medium angles and dead-ends without taps; two-of-three phase (15kv) tangent and small angles; and three phase (15kv) tangent and small angles.
  2. Replacement of insulators on single phase (8kv or 20kv), two-of-three phase (15kv) and three phase (15 kv) construction; suspension insulators; lightning arrestors and single crossarms on tangent poles.
  3. Installation of stirrups and hot line taps.
- E. It is understood that work activities performed by a two-man crew with an insulated pin-on basket with upper controls shall normally be restricted to the following activities on 15kv type construction:
1. Transfer of single phase small and medium angles and dead-ends without taps and two-of-three phase tangent construction.
  2. Replacement of insulators on single phase, two-of-three phase and outside phases of three phase construction and suspension insulators on single phase.
  3. Installation of stirrups on single phase, two-of-three phase and outside phases on three-phase construction.
- F. It is understood that these lists are not all inclusive and that work may be assigned otherwise where such work can be done safely by the crew. If a concern arises with respect to any work activity, the Company and the Union agree to meet and mutually resolve the issue.
- G. If a difference arises in the application of work procedures with respect to hand-on primary work, the following process will be followed to resolve the concern:
1. The linemen directly involved in the work will cease work and discuss the concern with the Senior Lineman in charge of the job-site.
  2. If a difference still remains, the linemen will discuss the concern with the Supervisor.
  3. If a difference still remains, the lineman and the Supervisor will discuss the concern with the manager who will determine the appropriate procedure and arrange the appropriate instructions and/or training if required.

**SECTION 7. Work of Apprentices.**

For Linemen, Metermen, Relay technicians and Substation Technicians: The class of work performed by an Apprentice throughout the apprenticeship is dependent on the skill and knowledge of the Apprentice. Tool work for the first two years shall be under direct supervision of a Journeyman in the same occupational group. An apprentice shall not perform hands on tool work without oversight by a Journeyman of the same occupational group, qualified Management, or trained personnel for tasks for which the apprentice has not been trained, qualified, and/or certified as competent to perform in accordance with Article 4 Section 5 D. No apprentice shall work under direct supervision of other apprentice with exception of tasks where the union and management agree that the more experienced apprentice is qualified and demonstrates proficiency.

For Field Metering, the Union and the Company will meet and discuss the above paragraph within 90 days.

**SECTION 8. Manholes Guarded.**



When a manhole is opened, one man shall be stationed at the surface and shall not leave this location.

**SECTION 9. Cable Splicers.**

All joining and splicing and placing of flameproof covering on underground cables, pulling in and removing of cable, shall be under the jurisdiction of Journeyman Cable Splicers assisted by such Apprentices and Helpers as needed. Cable Splicers working on energized circuits shall be accompanied by another Journeyman (Cable Splicer or Lineman).

Special crews in the underground department to which two (2) Cable Splicers are normally assigned shall be under the supervision of a Senior Cable Splicer. In any other event when a Journeyman Cable Splicer is performing the work described in the first paragraph of this Section and is assisted by one employee, a Journeyman Cable Splicer shall be temporarily upgraded to a Senior Cable Splicer while performing this work. If the employee so designated as Senior Cable Splicer continues to perform the duties of the higher classification continuously for four (4) hours or more, he/she shall receive the Senior Cable Splicer rate of pay for the total period of time so worked.

**SECTION 10. Underground Construction.**

It is understood that overhead construction, maintenance and service personnel may be assigned to install, maintain and switch U.R.D. underground facilities which utilize mechanical kits, such as splice, stress cone and pothead kits, and similar connecting or terminating devices that do not require the use of hot metals. It is further agreed the above type work may be performed in connecting commercial customers, provided the above mentioned work does not result in the reduction of present Cable Splicers.

In areas where Cable Splicers are assigned it is understood they will receive priority for call-out and prearranged overtime concerning three phase commercial underground installations. It is understood that overhead construction, maintenance and service personnel may be assigned overtime to continue or complete a job already assigned to them involving the above mentioned work.

**SECTION 11. Piking Poles.**

When a crew is setting poles with pikes, the Supervisor shall see that a sufficient number of men are used for safe and efficient performance - generally one man for each five to seven feet (length of pole), depending on the class or weight of pole to be set unless block and tackle are used.

**SECTION 12. Tower Work.**

Employees working on towers at heights of one hundred seventy-five (175) feet or more 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 four (4) hours for the purpose of determining premium pay under this section.

**SECTION 13. Technical Meter Work.**

**For Distribution**

When primary metering equipment including current and/or potential transformers is installed, the work shall be checked out by a Journeyman Meterman. Additionally, substation and SCADA metering may be installed and checked out by a Relay Technician or a Relay/Communications Technician who is qualified to perform the assigned work.

**For Transmission**

When primary metering equipment including current and / or potential transformers is installed for transmission equipment, the work shall be installed, tested and maintained by a Journeyman Meterman and or qualified Relay Technician. Additionally, in Transmission Substations, substation and SCADA metering may be installed, tested and maintained by a Relay Technician who is qualified to perform the assigned work.

The testing of all primary meters (2400 volts and above) and secondary meters (480 volts and above) in the field shall require a Journeyman Meterman. "Meter Testers" shall not be required to test meters in the field other than single phase, single element (not over 240 volts).

"Meter Repairmen" may be required to test self-contained and secondary meters (less than 480 volts) in the field, and all types of meters in the shop.

"Metermen" shall not be required to climb poles.

(Note: See Memorandum of Understanding - Relay Technicians / Telecommunications Technicians, page 58 of this agreement.)

#### **SECTION 14. Technical Relay Work.**

##### **DISTRIBUTION**

When reclosers, switchgear, voltage regulators, or capacitors are installed outside of substations, the controls shall be programmed, tested, and commissioned to SCADA by a Distribution Relay Technician (or other Journeyman who is appropriately trained and qualified to perform the assigned work) before the equipment is placed in service. This also includes the installation and testing of communications equipment inside the control cabinet. In the event any such equipment is damaged or repaired, a Distribution Relay Technician (or other Journeyman who is appropriately trained and qualified to perform the assigned work) shall inspect and test (if necessary) the equipment before it is placed back in service.

Engineers may act independently to retrieve event files and update settings and firmware. The date, location, and time of each such instance of Engineer work shall be reported to the unions quarterly. It is not the intention of the Company to regularly use Engineers to perform these DRT functions.

##### **TRANSMISSION**

When relays, supervisory controls, and other related equipment are installed, the work shall be performed by a Relay Technician. In the event any such equipment is damaged or needs repairs, a Relay Technician shall inspect and test (if necessary) said equipment before it is placed back in service.

When substation capacitors, substation voltage regulators or substation OCRs are installed, the controls shall be checked out by a Relay Technician before the equipment is placed in service. In the event any such equipment is damaged or needs repairs, a Relay Technician shall inspect and test (if necessary) the equipment before it is placed back in service.

A Relay Technician shall be accompanied by at least a classified Helper when working near or in energized areas if, in his/her judgment, it is necessary.

(Note: See Memorandum of Understanding - Relay Technicians / Telecommunications Technicians, page 55 of this agreement.)

**SECTION 15. Technical Substation Repair Work.**

When performing the work of maintenance, installation, removal, filtering or painting of substation equipment on or near energized circuits, such work shall be done by a Substation Repairman or other qualified personnel. Any testing of substation equipment shall be performed by a Substation Repairman (or a Relay Technician who is qualified to perform the assigned work).

A Substation Repairman shall be accompanied by at least a classified Helper when working near or in energized areas if, in his/her judgment, it is necessary.

**SECTION 16. Technical Area Supervision and Coordination.**

This section is applicable to Metermen, Substation Repairmen and Relay Technicians (Referred to as technicians).

In each location where two (2) or more Journeymen in an Occupational Group are permanently located, there will be a permanent Senior technician from that Occupational Group.

In each location where (2) or more employees in an Occupational Group are permanently located and only one (1) is Journeyman, there will be a "temporary" Senior Technician from that Occupational Group.

For Meterman, Substation and Relay Technicians only: In terms of senior and system level promotions for technicians, in addition to the one (1) senior/system minimum in each location by occupational group as listed above in Section 16, the company may promote by seniority in their occupational group to Senior/System technician. Prior to any senior/system level promotion, the company will seek input from the Union.

The Supervisor may assign a Senior technician to supervise and coordinate the activities of each functional area. This requirement is considered a part of the duties of a Senior technician and he/she shall receive no additional compensation during these assignments.

When a Senior technician is off work because of illness, vacation, or other reasons or is otherwise absent from the Department, the Journeyman technician with greatest seniority (in the same occupational group) who normally works at this location shall be designated as a temporary Senior technician when operating in a crew. If the employee so designated as temporary Senior technician continues to perform the duties of the higher classification continuously for four (4) hours or more, he/she shall receive the appropriate rate of pay shown on Schedule "B" for the total period of time so worked.

Generally, the technician with greatest occupational seniority in the functional area involved will be assigned the lead role of providing supervision and coordination at the job site. This requirement is considered a part of the duties of each technician and he/she shall be designated as temporary System/Senior and compensated at the designated rate of pay during these assignments. If the assignment is not given to the employee with seniority, such employee shall be given the reasons, if so requested.

In the event a crew is split into smaller units that continue to work on the same project under the general supervision of a System/Senior Technician or Supervisor present somewhere in the vicinity of the project job site, no upgrade will be made even though these units may be physically separated, unless deemed appropriate by the permanent Supervisor.

A project is defined as a single job or a group of jobs on the same site.

**SECTION 17. Auto and Hydraulic Mechanics and Helpers.**

Auto and Hydraulic Mechanics and Helpers shall be under the supervision of a Fleet Supervisor or Operations Coordinator as assigned. When a Fleet Supervisor is off work because of illness, vacation, or other reasons or is otherwise absent, the Operations Coordinator will be designated as the temporary Supervisor.

## **ARTICLE 8 - QUALIFICATIONS AND JOB PERFORMANCE**

### **SECTION 1. Examination of Apprentices.**

- A. Distribution line apprentices shall before being stepped up to the next level of apprenticeship pay;
1. Have spent a minimum of 12 months in each of his/her 1<sup>st</sup> through 3<sup>rd</sup> Apprenticeship levels, have spent a minimum of 6 months in his/her 4<sup>th</sup> Apprenticeship level. The term of the Apprenticeship shall be dependent upon the entry level of the Apprenticeship.
  2. Have successfully completed all on the job training (OJT), task performance evaluation (TPE) for the next level of Apprenticeship, and successfully pass 4 assuming they have been afforded the opportunity to complete (OJT) and (TPE).

If an apprentice is not fully afforded the opportunity to complete the requirements of subsection 2 above, at not fault of their own, but has successfully completed TPE/OJT requirements, after 3 months of time has passed he/she shall step up in pay to the next level of progression and will continue to receive such pay until he/she is afforded such opportunity to certify. Should the employee fail to complete a requirement upon being afforded the opportunity to do so, the employee will return to their former pay rate until such time as he/she successfully completes the failed requirements which he/she has been afforded the opportunity to complete.

- B. All other apprentices shall before being stepped up to the next level of apprenticeship pay;
1. Have spent 12 months in his/her current Apprenticeship level, provided, however, that an apprentice hired at the 4th year level may be advanced to journeyman in less than 12 months.
  2. Have successfully completed all prerequisite work for the next level of Apprenticeship assuming they have been afforded an opportunity to complete the work; and
  3. Have successfully completed all of the OJT and required subsequent certification for his/her current level of Apprenticeship assuming they have been afforded an opportunity to complete the OJT and the certification.

If such opportunity in subsection 2 or 3 is not fully afforded, the apprentice who has successfully completed such prerequisite work or OJT and required subsequent certification as has been afforded shall step up in pay to the next level at the normal one-year progression interval and will continue to receive such pay until he/she is afforded such opportunity. Should the employee fail to complete a requirement upon being afforded the opportunity to do so, the employee will return to their former pay rate until such time as he/she successfully completes the failed requirements which he/she has been afforded the opportunity to complete.

### **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, demotion and progression within an Occupational Group are shown on the attached Schedules "A" and "B". Vacancies in Occupational Group (A) shall normally be filled by promotion from Occupational Group (C), except when such would exceed the prescribed ratio of Article 7, Section 2.

**SECTION 4. Safety Advisory Board.**

The Company and the Brotherhood agree to the establishment of a Safety Advisory Board. The purpose of the Safety Advisory Board shall be to make recommendations to the Company on those general accident prevention programs and policies that affect the safety and well-being 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 Safety Advisory Board shall not deal with individual or group grievances nor handle matters of collective bargaining.

The Safety Advisory Board shall consist of a minimum of nine (9) members, four (4) members selected by the Brotherhood (one (1) from each Local), four (4) members selected by the Company, and the Director of Safety (or designee) of the Company as Chairman. The Chairman may, if desired, increase the size of the committee. Any additions above nine (9) shall occur two (2) at a time, one (1) selected by the Brotherhood and one (1) selected by the Company.

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.

**ARTICLE 9**

**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 "B". All employees will be paid every two weeks.

**SECTION 2. Shift Differential.**

Employees who are assigned to a regular permanent shift shall receive \$.50 hourly shift differential.

**ARTICLE 10**

**SECTION 1.**

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/her 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. Payroll Deduction for COPE.**

- A. The Company agrees to deduct and transmit to the Financial Secretary of Local Unions 647, , and 1703, IBEW-COPE: The amount from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by Local Unions 647, , and 1703, 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 UNIONS 647, , & 1703**

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 Unions for the 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. \_\_\_\_\_



**SECTION 3. Dues Deduction Authorization (Copy of Card).**

**Dues Deduction Authorization**

I hereby authorize and direct **Entergy** to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with By-Laws of Local Union \_\_\_\_\_ and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union’s cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the anniversary of this authorization. The payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name  
(printed) \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Dept. \_\_\_\_\_

## **ARTICLE 11 - GENERAL PROVISIONS**

### **SECTION 1. Helper, Laborer, and Clerk Classification.**

Job No. 9011/9012 - Helper, and Job No. 9021 – 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 contract, justifies such promotion. The Company will give similar consideration to such employees in case of demotion.

### **SECTION 2. Clothing Allowance**

The Company will provide each appropriate lineman, serviceman, meterman, cable splicer, substation repairman, relay-man, and meter service installer in Distribution and Transmission a clothing allowance to purchase the required flame-resistant (FR) clothing to comply with current OSHA regulations or Company safety rules when applicable. The employee will be expected to wear flame retardant clothing while on duty as required.

Each employee will be given an FR clothing credit through the Company selected vendor in accordance with the following:

- New Hire, \$1850
- Each Subsequent Year, \$750.00 (roll-over up to \$200/yr)

### **Auto Technicians/Telecommunications**

All new Fleet Auto Techs and Telecommunications Technicians will receive 10 pants, 10 shirts (Any combination of long or short sleeve), 1 jacket, and 1bib overall. The clothing will be selected from the company's catalog and must be approved by Fleet Management.

Current employees will receive a clothing credit of \$650 with the Company approved vendor per year for each successive year to replace worn/damaged clothing. The employee may carry over a balance of \$150 annually. During the employee's active employment, the balance may not exceed \$500 over the annual credit.

FR clothing is not required for Automotive Technicians, but all clothing must be approved by the applicable Management.

In addition to the clothing allowance the employee's supervisor shall approve replacement of an article of clothing required by this Agreement if the clothing becomes unsafe / unfit for wear due to damage while worn by the employee performing Company work. Damaged clothing approved for replacement must be turned into the Company and is the property of the Company.

Employees will be responsible for laundering and any subsequent treatment of garments as recommended by vendor. Entergy is not liable for any damage caused to other household clothing or washing/drying equipment as a result to soiled company clothing.

Company approved clothing shall be worn by the employee at all times while on duty (effective 4-1-10). Employees may not wear clothing other than to and from work and while on duty. Employees are responsible for ensuring they have all needed clothing for applicable safety rules and weather conditions. It is therefore each employee's responsibility to manage his/her respective clothing allowance balance to ensure that he/she has, at all times, all needed clothing for applicable safety rules and weather conditions.

Clothing allowance will be provided as a credit through the Company selected vendor in January of each year through the term of this Agreement. The clothing allowance cannot be converted into cash or used by the employee

for any purpose other than to obtain the required flame-resistant clothing. Except as provided in this Section, no part of any balance remaining outstanding at the end of each year can be carried over to a subsequent year, and any such carryover can be used only for the purposes set forth in this Section. Any increase in current price of clothing will be absorbed by the Company. Employees may purchase additional Company approved FR clothing through the selected vendor at any time at their personal expense. The clothing allowance provided for in this Section 2 (whether used to purchase the specified clothing or to carry over to the succeeding year) is subject to all applicable income and employment taxes and must be reported to and paid through the Company's time reporting and payroll system.

### **Storekeepers**

Company approved High Visibility clothing shall be worn by Storekeepers at all times while on duty and as stated in the Entergy Supply Chain Safety Manual.

Each storekeeper will be given an annual High Visibility clothing allowance credit in January through the company approved vendor in accordance with the following:

- New Hire - \$750
- Existing Employees (not new hires)
  - 2024 - \$750
  - Each subsequent year- \$350 (roll-over of up to \$100)

### **SECTION 3. Shoe Policy**

Employees that must wear safety shoes, which will be in compliance with their applicable safety manual requirements will be reimbursed as follows: The Company will reimburse new employees up to \$150.00 for the purpose of buying a pair of compliant shoes. Employees shall be provided a shoe reimbursement of up to \$150.00 on or after April 1 each year thereafter.

### **SECTION 4. Tool Replacement Policy.**

The Company will provide tools of good quality and of standard manufacture as required for the job classification except for Auto and Hydraulic Mechanics. Employees shall be responsible for the reasonable use and care of such tools. Employees' personal tools turned in for replacement by the Company shall become the property of the Company. Tools will be replaced only when they have become broken, worn out, or unsafe while used by the employee on Company work. If the employee leaves the Company or transfers to a job that does not require tools, those tools must be returned to the Company.

Auto and Hydraulic Mechanics Only. The Auto and Hydraulic Mechanics will provide quality tools as required of the job with the exception of any specialty tools. The employees will not be required to furnish specialty tools specifically required for company needs. Employees shall be responsible for the reasonable use and care of tools. Personal tools will be replaced only when they have become broken, worn out, or unsafe while used by the employee on company work. To be eligible for replacement these broken, worn out, or unsafe tools must be turned in to the company. Tools will be replaced with the same manufacture and model or equivalent. Personal tools replaced by the company will become property of the employee. When an employee leaves the company or changes jobs any specialty tools bought by the company must be turned in.

The employee shall take all reasonable precautions to protect his/her tools. There shall be no contributory negligence on the part of the employee. If these two conditions are met, the Company will assist with tool replacement on a case-by-case basis.

Effective October 1, 2018 no further payroll deductions will be allowed for tools.

**SECTION 5. Meals.**

All employees shall provide their lunch or shift midpoint meal on a daily basis, including Saturday, Sunday and Holidays, except as follows:

When a non-shift employee is required to work overtime past 6:00 p.m. the Company shall pay a meal allowance. If the overtime period is two hours or less, time spent eating meals shall not be on Company time. If overtime period is more than two hours, thirty (30) minutes will be allowed for eating on Company time. If the overtime period continues, a meal allowance will be paid at six-hour intervals until employee is relieved. When a non-shift employee is called to work and works on overtime past: 6:00 a.m., past 12:00 noon, past 6:00 p.m. and past 12:00 midnight, the Company will pay a meal allowance for those designated mealtimes.

When a shift employee is called to work before his/her regular mealtime, the Company will pay a meal allowance for a pre-shift meal at his/her regular mealtime. A meal allowance shall be paid to a shift employee who is held for overtime six hours past his/her last meal and a meal allowance every six hours thereafter until relieved from duty.

**Prearranged Overtime, Employee's Days Off and Holidays.**

On the employee's days off and Holidays, the employee will be responsible for all meals associated with the first eight hours of prearranged overtime work. Time spent eating meals during the first eight hour period will not be at the Company's expense. If the prearranged work continues beyond 10 hours, the employee will be paid a meal allowance and be provided thirty (30) minutes to eat on Company time.

**Prearranged Overtime, Employee's Regular Work Days.**

On the employee's regular work days, prearranged overtime meals shall be covered as provided by the language for callouts and holdovers.

The thirty (30) minutes allowance for time spent eating meals does not apply to Clerks (all levels) – Distribution located at the Distribution Dispatch Center.

**Meal Allowance**

- Midnight meal allowance:       \$ 9.25
- Breakfast meal allowance:       \$ 12.75
- Lunch meal allowance:           \$ 14.00
- Dinner meal allowance:          \$ 19.00

During major storm work the Company may provide the meal and, if so, an allowance for the meal will not be an option.

All meal allowance payments will be subject to all applicable income and employment taxes and must be reported to and paid through the Company's time reporting and payroll system.

**SECTION 6. 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 Union will send a copy of such notices to be posted to the appropriate designated second step Company manager.

**SECTION 7. Commercial Driver's License (CDL).**

The Company will purchase initial and the standard 4 year renewal commercial driver's licenses (CDL) for all employees whose work requires that they have such licenses. The Company will not pay for renewals due to loss of CDL privileges. If the Company does not directly pay for an employee's CDL, the employee will be reimbursed after he/she applies for reimbursement and submits receipts and other documentation and information required by the Company's expense reimbursement system.

The Company will pay for the DOT medical certification costs up to \$150 once per year. If the Company does not directly pay for an employee's DOT medical certification, the employee will be reimbursed up to \$150 once per year after he/she applies for reimbursement and submits receipts and other documentation and information required by the Company's expense reimbursement system.

**SECTION 8. Track Derrick/Rock Digger Operator**

The following provisions apply to the classifications of Track Derrick Operator (Occupational Group TD) and Rock Digger Operator (Occupational Group R):

On a daily basis the Track Derrick Operator will operate the track mounted swivel derrick and the Rock Digger Operator will operate the rock digger machine. These operator classifications will require travel and over-night stays. Operators must also possess or obtain in a timely manner a Class A CDL. These units will be operated and maintained by the respective operator, if available, or by other qualified employees if the operator is unavailable. The operators must abide by all of Entergy's applicable safety rules. The operators will be required to obtain all necessary training deemed appropriate for this position including but not limited to non-lineman training and all yearly mandated training.

When these units are not needed, the operators will be assigned during straight-time hours, as a helper, ground man, or to operate other equipment on which the operator is qualified. During overtime hours, these operators will be assigned to these tasks only when no one else from Occupation "A" is available.

**SECTION 9. Gifts/Awards**

The Company will provide a list of all awards to Union Business Managers upon request.

The Company will obtain Business Manager's approval on all gifts/awards of \$200.00 or greater. Such approval will not be necessary for awards being given to the general employee population (ex. Safety Awards).

**SECTION 10. Warehouse Helper**

The number of Warehouse Helpers at the Central Distribution Warehouse will not exceed the number of Storekeepers at the Central Distribution Warehouse.

**SECTION 11. Vehicular Technologies**

The Company may install and use various technologies in its vehicular fleet whose main purposes are to improve safety, increase efficiencies and/or lower vehicular and driving related costs and expenses. One of these technologies is video/audio cameras, provided that the data is retained only for "G-Force" triggered events. Discipline for just cause may be administered based on data captured by these technologies. The Union and employees who drive these vehicles will be notified of the use and capabilities of such technologies prior to their activation.

**SECTION 12. Drone Use**

Whenever the Company is using drones for any purpose, it will ensure that the drone pilot determines whether there is any Entergy work of any type being conducted anywhere within the broadest area of the drone flight. If so, the drone pilot shall consult the Senior Lineman or other senior employee on the job site in order to explain the drone work. The drone pilot and crew members involved will coordinate their JHAs to insure all members present are on the same page.

The drone pilot shall coordinate their work with the Senior Lineman or other senior employee on the job site for a specific time frame within which to operate the drone in the affected area and must notify that Senior Lineman or other senior employee immediately before the start of any drone operation. A Senior Lineman or other senior employee on such a job site shall not allow the operation of a drone in any affected area while any energized work or other critical tasks are being performed, or when the safety of any employees may be affected by the operation of the drone.

The drone pilot must be licensed as such by the FAA, and will only capture pictures and video, without sound, for routing to the Safety Department. Any safety issue involving bargaining unit employees identified by the pictures or video will be reviewed with the Senior Lineman on that job for appropriate coaching. If repetitive safety issues are identified after coaching has been provided, it will be reported to the local supervisor and management.

## **ARTICLE 12 – BENEFIT PLANS AND PROGRAMS**

Entergy Employee Benefit Plans: For the term of this Agreement, eligible bargaining unit employees described below may participate in the following employee benefit plans according to their terms and conditions with the following understandings: Appendix F of the Retirement Plan, the Cash Balance Plan, Savings Plan I or Savings Plan IX, the Life Insurance (including Accidental Death and Dismemberment), LTD, Dental, Medical, Vision, and Reimbursement Plans; and the Retiree Health Plan (collectively, the “Entergy Employee Benefit Plans”).

For purposes of this Article 12, all employees who were bargaining unit employees as of March 31, 2016 and who have remained bargaining unit employees continuously employed by the Company after March 31, 2016 and all employees who are employed by the Company as bargaining unit employees who become bargaining unit employees on or after April 1, 2016 due to a transfer or otherwise and whose most recent hire date or rehire date with an Entergy System Company employer is before July 1, 2014 are hereinafter referred to as “Continuing Bargaining Unit Employees.”

For purposes of this Article 12, all bargaining unit employees whose most recent hire date or rehire date with an Entergy System Company employer is on or after April 1, 2016 and prior to April 1, 2022, and all employees employed by the Company as bargaining unit employees whose most recent hire date or rehire date with an Entergy System Company employer is on or after July 1, 2014 and prior to April 1, 2016 who became bargaining unit employees on or after April 1, 2016 due to a transfer or otherwise are hereinafter referred to as “Cash Balance Plan Bargaining Unit Participants.”

For the purpose of this Article 12, all bargaining unit employees whose most recent hire date or rehire date with an Entergy System Company employer is on or after April 1, 2022 are hereinafter referred to as “Savings Plan IX Bargaining Unit Participants.”

### **SECTION 1. Retirement Plan.**

For the term of this Agreement, the Company will allow eligible Continuing Bargaining Unit Employees to participate in the Entergy Corporation Retirement Plan for Bargaining Employees, Appendix F) as amended and restated from time to time or its successor plan (the “Retirement Plan”).

The eligibility and features of the Retirement Plan, are set forth in the Retirement Plan document and described in the applicable Summary Plan Description and Summaries of Material Modifications, as those documents may be amended and restated from time to time.

The Retirement Plan allows for an immediate benefit commencement, including an optional lump sum form of payment, for certain terminated, vested participants and certain retirement-eligible participants whose employment termination date is on or after April 1, 2019, and who commence their pension benefit no later than 12 months after the 1st of the calendar month immediately following their employment termination date. The lump sum optional form of payment under the Retirement Plan may, due to the funded status of the Retirement Plan (taking into account all appendices thereto), become legally prohibited or in part legally prohibited during the limited 12-month period after termination of employment during which the lump sum payment option would otherwise be available to a Continuing Bargaining Unit Employee. Neither the Company nor the Plan Sponsor nor any other Entergy System Company will be obligated to provide additional funding of the Retirement Plan or to amend the Retirement Plan to avoid legal restrictions on lump sum payments or other accelerated forms of benefit payments to participants during any period of time as a result of the funded status of the Retirement Plan.

For the term of this Agreement, Cash Balance Plan Bargaining Unit Participants shall not be eligible to participate in, or accrue benefits under, the Retirement Plan, or any other final average pay defined benefit pension plan, 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 or its successor plan (the “Cash Balance Plan”). The eligibility and features of the Cash Balance Plan are set forth in the Cash Balance Plan document and described in the

applicable Summary Plan Description and Summaries of Material Modifications, as those documents may be amended and restated from time to time.

Savings Plan IX Bargaining Unit Participants shall not be eligible to participate in, or accrue benefits under, the Retirement Plan, the Cash Balance Plan, or any other defined benefit pension plan.

All or part of the Retirement Plan or the Cash Balance Plan may be combined and/or merged with or into another defined benefit pension plan sponsored by Entergy Corporation without reopening or amending this Agreement and without the consent of the Union, so long as the combination and/or merger, if and/or as applicable, does not affect the participants' accrued benefits or benefit formulas.

Both Parties agree during the term of this Agreement to continue consideration of the Arkansas Chapter NECA-IBEW Retirement and Trust Fund Plan which was proposed by the IBEW Locals 647, 750, 1439 and 1703 during the 2021 contract negotiations.

## **SECTION 2. Life Insurance Plan.**

For the term of this Agreement, the Company will allow eligible full-time bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefits Plus Life Insurance Plan, as described in the Entergy Corporation Companies' Benefits Plus Life Insurance Plan document, as amended and restated from time to time (the "Life Insurance Plan"), 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 and restated from time to time (collectively, "the Life Insurance Plan SPD").

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

- Employee Group-Term Life Insurance – The Company will provide eligible full-time bargaining unit employees group-term life insurance coverage in the amount of one (1) times annual base pay at the Company's expense. 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 or elect coverage of less than one (1) times annual base pay.
- Accidental Death & Dismemberment ("AD&D") Insurance – The Company will provide eligible full-time bargaining unit employees AD&D insurance coverage in the amount of one (1) times annual base pay at the Company's expense. 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 of less than one (1) times annual base pay.
- Dependent Life Insurance - Access only; eligible full-time bargaining unit employees may purchase dependent life insurance coverage at their own expense.
- Survivor Income Insurance – Access only; eligible full-time bargaining unit employees may purchase survivor income insurance coverage at their own expense.
- Occupational Accidental Death & Dismemberment ("OAD&D") Insurance – The Company will provide eligible full-time bargaining unit employees \$100,000 of OAD&D insurance coverage at the Company's expense.
- Business Travel Accident Insurance – The Company will provide, at the Company's expense, eligible full-time bargaining unit employees \$100,000 of business travel accident insurance coverage while traveling on or in a covered mode of transportation on Company business.



### Retiree Life Insurance Benefits

For the term of this Agreement, full-time Continuing Bargaining Unit Employees who retire during the term of this Agreement and who otherwise satisfy the Life Insurance Plan's 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 Life Insurance Plan SPD. Group 2, Class A retirees currently are eligible to receive retiree 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. Group 2, Class B retirees, as described in the Life Insurance Plan S P D currently are eligible to receive retiree 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.

Cash Balance Plan Bargaining Unit Participants and Savings Plan IX Unit 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 any other Entergy System Company upon their retirement or other termination of employment.

### **SECTION 3. Long Term Disability Plan.**

For the term of this Agreement, the Company will allow eligible full-time bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefits Plus Long Term Disability Plan , as described in the Entergy Corporation Companies' Benefits Plus Long Term Disability Plan document, as amended and restated from time to time (the "LTD Plan"), 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 and restated from time to time (collectively, "the LTD Plan SPD").

For the term of this Agreement, the Company will provide eligible full-time bargaining unit employees long term disability insurance coverage ("LTD Insurance Coverage") that provides a total benefit in the event of the bargaining unit employee's long term disability equal to 40% of the bargaining unit employee's monthly base pay (minus certain income and earnings the employee receives or is entitled to receive while disabled). Eligible full-time bargaining unit employees may purchase additional LTD Insurance Coverage that provides a total benefit in the event of the bargaining unit employee's disability equal to 65% of the bargaining unit employee's monthly base pay (minus certain income and earnings the 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. Eligible full-time bargaining unit employees may not waive coverage under the LTD Plan.

Eligible bargaining unit employees who receive a permanent disability rating under the Arkansas Workers' Compensation laws will not have the portion of Workers' Compensation benefits assigned for their disability rating off-set against any LTD Insurance Coverage Plan payments made to them under the LTD Plan.

### **SECTION 4. Dental 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 Dental Plan, as described in the Entergy Corporation Companies' Benefits Plus Dental Plan document, as amended and restated from time to time (the "Dental Plan"), 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 and restated from time to time (collectively, the "Dental Plan SPD").

For the term of this Agreement, the premium cost sharing for eligible full-time bargaining unit employees who elect coverage under the Dental Plan will be 70% Company and 30% bargaining unit employee.

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

#### Retiree Dental Benefits

For provisions regarding retiree dental benefits, see Section 12 of this Article 12, titled “Retiree Health Benefits.”

### **SECTION 5. Medical Plan.**

- A. For the term of this Agreement, the Company will allow eligible bargaining unit employees to participate in the Entergy system benefits under the Entergy Corporation Companies’ Benefits Plus Medical Plan, as described in the Entergy Corporation Companies’ Benefits Plus Medical Plan document, as amended and restated from time to time (the “Medical Plan”), and in the “Entergy Benefits Plus 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 and restated from time to time (collectively, the “Medical Plan SPD”).

For the term of this Agreement, the following coverage options are available under the Medical Plan:

1. High Deductible Health Plan Coverage Option with Access to a Health Savings Account

This option will be the high deductible health plan (“HDHP”) coverage option that is currently administered by Aetna Life Insurance Company (“Aetna”) that is described in the Medical Plan SPD.

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 in Section 5(D) of this Article 12, and are otherwise eligible to contribute to an HSA.

2. \$500 Deductible PPO Coverage Option

This option will be the \$500 Deductible PPO coverage option currently administered by Aetna that is described in the Medical SPD.

3. \$1,000 Deductible PPO Coverage Option

This option will be the \$1,000 Deductible PPO coverage option currently administered by Aetna that is described in the Medical Plan S P D.

B. **Medical Plan Cost Sharing:**

For the term of this Agreement, the premium cost sharing for eligible full time bargaining unit employees who elect coverage under the Medical Plan will be as follows:

1. \$500 Deductible PPO Coverage Option – For the term of this Agreement, eligible full-time bargaining unit employees who choose the \$500 Deductible PPO coverage option will be charged

a premium equal to the employee cost for the HDHP coverage option (if any) plus the incremental Company cost to provide the \$500 Deductible PPO coverage option.

2. \$1,000 Deductible PPO Coverage Option – For the term of this Agreement, eligible full-time bargaining unit employees who choose the \$1,000 Deductible PPO coverage option will be charged a premium equal to the employee cost for the HDHP coverage option (if any) plus the incremental Company cost to provide the \$1,000 Deductible PPO coverage option.
3. High Deductible Health Plan Coverage Option – For the term of this Agreement, eligible full-time bargaining unit employees who elect the HDHP coverage option will be charged the same premium (if any) that is charged to non-bargaining employees of Entergy Arkansas LLC., or a successor Entergy System Company employer.

The Company will not provide cash back or benefit credits to active bargaining unit 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.

Notwithstanding anything in this Agreement to the contrary, if the Company determines that the value of any Medical Plan coverage option, the Dental Plan, the Vision Plan, Retiree Health Plan coverage option, and/or bargaining unit employee contributions to an HSA or Health Care FSA under the Reimbursement Plan, 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, the Company may, at its discretion and without reopening or amending this Agreement and without negotiating with or requesting consent of the Union, amend or cease to offer such Medical Plan coverage option and/or Retiree Health Plan coverage option, amend the Medical Plan, Vision Plan Dental Plan, and/or Retiree Health Plan and/or limit the amount bargaining unit employees may contribute to an HSA or Health Care FSA, provided any such changes apply to bargaining unit employees on the same basis as they apply to non-bargaining employees of Entergy Arkansas, LLC., or a successor Entergy System Company employer.

The Company agrees to consider the Union’s input with respect to the any such excise tax, with the Company retaining sole discretion and decision-making authority to make any of the changes described in the above paragraph.

When any change in premiums of the above Medical Plan options is made, the Company shall notify the Union, and all employees by an announcement in a Company publication or by letter.

### **Retiree Medical Benefits**

For provisions regarding retiree medical benefits, see Section 12 of this Article 12, titled “Retiree Health Benefits.”

### **C. Tobacco Usage Surcharge and Tobacco Cessation Program.**

For the 2023 Plan Year, the smoking and tobacco usage surcharge shall be an amount equal to \$50 per month indexed for inflation from February 2021 to February 2022, and shall be assessed for each of the bargaining employee, the bargaining employee’s covered spouse, and/or the bargaining employee’s covered child(ren) age 18 or older who have used smoking or tobacco products within the previous 12-month period, for up to three participants (including the bargaining unit employee) covered by the

bargaining unit employee. Beginning January 1, 2024 and for the remaining term of this Agreement, the monthly smoking and tobacco usage surcharge will increase annually based on the rate of inflation for the 12-month period ending February of the preceding year. If it is unreasonably difficult for a bargaining unit employee, the bargaining unit employee's covered spouse, and/or the bargaining unit employee's covered child(ren) to stop using smoking or tobacco products due to a nicotine addiction, the Company will waive the smoking and tobacco usage surcharge assessed for the bargaining unit employee, the bargaining unit employee's covered spouse, and/or the bargaining unit employee's covered child(ren) if the bargaining unit employee certifies that the respective bargaining unit employee, the bargaining unit employee's covered spouse, and/or the bargaining unit employee's covered child currently is participating in, or within the previous 12-month period has completed, a tobacco cessation program. The Company will also offer a tobacco cessation program to bargaining unit employees who participate in the Medical Plan, their covered spouse, and their covered child(ren) age 18 or older. For purposes of this paragraph, the term "smoking or tobacco use" includes the use of cigarettes, cigars, pipes, chewing or smokeless tobacco, any other form of tobacco product that is smoked, chewed or ingested, and vaping products including, but not limited to, e-cigarettes and electronic nicotine delivery systems.

#### **D. Reimbursement Plan.**

For the term of this Agreement, the Company will allow eligible full-time bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefits Plus Reimbursement Plan, as described in the Entergy Corporation Companies' Benefits Plus Reimbursement Plan document, as amended and restated from time to time (the "Reimbursement Plan"), 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 and restated from time to time (collectively, "the Reimbursement Plan SPD").

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

- The Reimbursement Plan offers both a health care flexible spending account (a "Health Care FSA") and a dependent day care flexible spending account (a "Dependent Care FSA"). The 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 employee's eligible dependents.
- Eligible full-time 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 full-time 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.
- The Dependent 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 dependent day care expenses incurred during the year for the care of the bargaining unit employee's qualifying individuals.
- Each flexible spending account is subject to a maximum limit on employee contributions as detailed in the Reimbursement Plan document and the Reimbursement Plan SPD.

**E. Wellness Program.**

For the term of this Agreement, the Company will make available to eligible bargaining unit employees 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 reopening or amending this Agreement and without the consent of the Union, provided that at all times the Company offers bargaining unit employees covered by this Agreement the same wellness program benefits and services that the Company offers to non-bargaining employees of Entergy Arkansas, LLC., or a successor Entergy System Company employer.

**SECTION 6. Personal Lines of 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 Arkansas, LLC. 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 Arkansas, LLC., or a successor Entergy System Company employer.

**SECTION 7. Work Life Counseling, Education and Referral Services.**

For the term of this Agreement, the Company will allow bargaining unit employees, at no cost to the bargaining unit employee, to participate in the employee assistance program. This program offers various counseling services. The employee assistance program is offered under the Medical Plan and is available to all bargaining unit employees, including those who waive coverage or fail to enroll in a coverage option under the Medical Plan.

The Company will also allow bargaining unit employees, at no cost to the bargaining unit employee, to participate in the Aetna Resources for Living program. The Aetna Resources for Living program provides all employees and eligible dependents online information and access to a resource bank on legal, financial, day care, aging parents, family and other issues.

The specific benefits and services to be offered under the employee assistance program and the Aetna Resources for Living program may change periodically. The parties to this Agreement agree that the benefits and services offered under these programs may be amended without reopening or amending this Agreement and without the consent of the Union, provided that at all times the Company offers bargaining unit employees covered by this Agreement the same benefits and services under these programs that the Company offers to non-bargaining employees of Entergy Arkansas, LLC., or a successor Entergy System Company employer.

## **SECTION 8. Vision Plan.**

For the term of this Agreement, the Company will allow eligible full-time bargaining unit employees to participate in Entergy system benefits under the Entergy Corporation Companies' Benefits Plus Vision Plan, as described in the Entergy Corporation Companies' Benefits Plus Vision Plan document, as amended and restated from time to time (the "Vision Plan"), 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 and restated from time to time (collectively, "the Vision Plan SPD").

For the term of this Agreement, the premium cost sharing for eligible full-time bargaining unit employees who elect coverage under the Vision Plan will be 50% Company and 50% bargaining unit employee.

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

### **Retiree Vision Plan**

For provisions regarding retiree vision benefits, see Section 12 of this Article 12, titled "Retiree Health Benefits."

## **SECTION 9. Savings Plan.**

### **A. Savings Plan Benefits for Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants**

For the term of this Agreement, the Company will allow eligible Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants to participate in the Savings Plan of Entergy Corporation and Subsidiaries or its successor plan ("Savings Plan I"), 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 Savings Plan I are described in the Savings Plan I 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 and restated from time to time, copies of which are accessible via the T. Rowe Price link provided on the myEntergy webpage.

- For the term of this Agreement participating Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants will be allowed to make elective salary deferral contributions, after-tax contributions, Roth contributions, and, if eligible, Roth catch-up contributions and traditional catch-up contributions to Savings Plan I, with respect to their regular earnings (base pay), subject to Savings Plan I's limits and certain limitations provided for in the Code.
- For the term of this Agreement, Savings Plan I will provide for a Company matching contribution on behalf of participating Continuing Bargaining Unit Employees equal to 70% (\$0.70 for each dollar) of the participating Continuing Bargaining Unit Employee's elective salary deferral contributions, after-tax contributions, and Roth contributions, excluding Roth catch-up contributions and traditional catch-up contributions, that do not exceed 6% of the participating Continuing Bargaining Unit Employee's regular earnings (base pay) each pay period.
- For the term of this agreement, Savings Plan I will provide for a Company matching contribution on behalf of participating Cash Balance Plan Bargaining Unit Participants equal to 100% (\$1.00 for each dollar) of the participating Cash Balance Plan Bargaining Unit Participant's elective salary deferral contributions and after-tax contributions, and Roth contributions excluding Roth catch-up contributions and traditional catch-

up contributions that do not exceed 6% of the participating Cash Balance Plan Bargaining Unit Participant's regular earnings (base pay) each pay period.

Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants whose most recent hire date or rehire date is on or after January 1, 2012 shall be enrolled automatically in Savings Plan I at a salary deferral contribution rate of 6% of the employee's eligible earnings for purposes of elective salary deferral contributions, beginning as soon as administratively feasible after the expiration of 90 days following the employee's most recent hire date or rehire date, unless the employee affirmatively enrolls in Savings Plan I or affirmatively opts out of participation in Savings Plan I during the 90 day period. The terms and conditions of the automatic enrollment feature are described in the Savings Plan I plan document, Summary Plan Description and Summaries of Material Modifications, as those documents may be amended and restated from time to time, which documents shall control to the extent there is any conflict with this Agreement.

- Savings Plan I may be amended in the sole discretion of the Plan sponsor to include an automatic escalation feature whereby the pre-tax deferral contribution percentage of participants is increased automatically by one percent (1%) on April 1st of each year until the participant's pre-tax deferral contribution percentage reaches ten percent (10%), unless the participant affirmatively opts out of the automatic escalation feature or the participant changes his pre-tax deferral contribution percentage within the 90-day period before April 1st of that year. Participants will have the option to make changes to the automatic escalation feature at any time and may elect to opt out of the feature entirely. Savings Plan I may be amended without reopening or amending this Agreement and without the consent of the Union, as required by law or to maintain the tax-qualified status of Savings Plan I, or to provide for, establish, or modify the allocation, assessment, and/or payment of Savings Plan I fees and expenses, including estimated fees and expenses, to or from Savings Plan I accounts of Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants, provided the amendment applies to Continuing Bargaining Unit Employees and Cash Balance Plan Bargaining Unit Participants on the same basis as it applies to non-bargaining employees of Entergy Arkansas, LLC, or a successor Entergy System Company employer who participate in Savings Plan I. The Company reserves the right to change vendors that may administer Savings Plan I and to make administrative amendments or changes to the Savings Plan without reopening or amending this Agreement and without the consent of the Union, so long as the benefits provided by Savings Plan I remain substantially equivalent to the benefits provided by Savings Plan I immediately prior to the amendment. The Union will be notified of any such change.

## **B. Savings Plan Benefits for Savings Plan IX Bargaining Unit Participants**

For the term of this Agreement, the Company will allow eligible Savings Plan IX Bargaining Unit Participants to participate in the Savings Plan of Entergy Corporation and Subsidiaries IX or its successor plan ("Savings Plan IX"), which is a tax-qualified defined contribution plan that includes a cash or deferred arrangement within the meaning of Section 401(k) of the Code. The eligibility and features of Savings Plan IX are described in the Savings Plan IX document, as amended and restated from time to time, and in the applicable Summary Plan Description and applicable Summaries of Material Modification, 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.

Savings Plan IX Bargaining Unit Participants will be allowed to make elective salary deferral contributions, after-tax contributions, Roth contributions, and, if eligible, Roth catch-up contributions and traditional catch-up contributions to Savings Plan IX with respect to their regular earnings (base pay), subject to Savings Plan IX's limits and certain limitations provided for in the Code.

Savings Plan IX Bargaining Unit Participants shall be enrolled automatically in Savings Plan IX at a salary deferral contribution rate of 5% of the Savings Plan IX Bargaining Unit Participant's regular earnings as soon as

administratively feasible after the expiration of 60 days following the Savings Plan IX Bargaining Unit Participant's most recent hire date or rehire date, unless the Savings Plan IX Bargaining Unit Participant affirmatively enrolls in Savings Plan IX or affirmatively opts out of participation in Savings Plan IX during the 60-day period.

Savings Plan IX includes an automatic escalation feature whereby the pre-tax deferral contribution percentage of participants is increased automatically by one percent (1%) on April 1st of each year until the participant's pre-tax deferral contribution percentage reaches ten percent (10%), unless the participant affirmatively opts out of the automatic escalation feature or the participant changes his pre-tax deferral contribution percentage within the 60-day period before April 1st of that year. Participants have the option to make changes to the automatic escalation feature at any time and may elect to opt out of the feature entirely.

For the term of this Agreement, Savings Plan IX will provide for a Company matching contribution on behalf of Savings Plan IX Bargaining Unit Participants equal to 100% (\$1.00 for each dollar) of the Savings Plan IX Bargaining Unit Participant's elective salary deferral contributions, after-tax contributions, and Roth contributions, excluding Roth catch-up contributions and traditional catch-up contributions, that do not exceed 5% of the Savings Plan IX Bargaining Unit Participant's regular earnings (base pay) each pay period.

For the term of this Agreement, the Company may make a discretionary Company annual retirement contribution on behalf of a Savings Plan IX Bargaining Unit Participant of up to 4% of the Savings Plan IX Bargaining Unit Participant's regular earnings (base pay), if the Savings Plan IX Bargaining Unit Participant is employed by the Company on the last day of the Plan Year and regardless of whether the Savings Plan IX Bargaining Unit Participant elects to make salary deferral contributions.

Savings Plan IX may be amended without reopening or amending this Agreement and without the consent of the Union as required by law or to maintain the tax-qualified status of Savings Plan IX or to provide for, establish, or modify the allocation, assessment, and/or payment of Savings Plan IX fees and expenses, including estimated fees and expenses, to or from the Savings Plan IX accounts of Savings Plan IX Bargaining Unit Participants, provided the allocation and assessment methodology is substantially equivalent to the methodology used to allocate and assess such fees and expenses to the accounts of non-bargaining employees of Entergy Arkansas, LLC, or a successor Entergy System Company employer, who participate in the Savings Plan of Entergy Corporation and Subsidiaries VIII.

The Company reserves the right to change vendors that may administer Savings Plan IX or to make administrative amendments or changes to Savings Plan IX without reopening or amending this Agreement and without the consent of the Union, so long as the benefits provided under Savings Plan IX remain substantially equivalent to the benefits provided by Savings Plan IX immediately prior to the amendment. The Union will be notified of any such change.

C. All or part of Savings Plan I or Savings Plan IX may be combined and/or merged with or into another defined contribution plan sponsored by Entergy Corporation without reopening or amending this Agreement and without the consent of the Union, so long as the combination and/or merger, if and/or as applicable, does not affect the participants' accrued benefits or benefit formulas.

#### **SECTION 10. Summary Plan Descriptions and Plan Amendments and Changes.**

The Company will continue to provide Summary Plan Descriptions for the Entergy Employee Benefit Plans through the term of this Agreement, to the extent required by law. The actual benefits and eligibility for participation in the Entergy Employee Benefit Plans shall be set forth in the applicable formal Plan documents, Summary Plan Descriptions and Summaries of Material Modifications, as those documents are amended and restated from time to time, which shall control as to terms and conditions, eligibility, and benefits to be provided. For the term of this Agreement, the Company may, without reopening or amending this Agreement and without the Union's consent, amend the Entergy Employee Benefit Plans or otherwise modify any of the benefits or other terms and conditions as set forth in the applicable Plan documents, Summary Plan Descriptions and Summaries of Material Modifications



if such amendments or modifications are required by law or, in the case of the tax-qualified plans, to maintain tax-qualified status.

Where this Agreement includes express terms covering any subject addressed in the Summary Plan Description or Summaries of Material Modifications, this Agreement shall govern as to any conflict. The Company reserves the right to change the vendors that provide, insure, or administer the benefits provided under the Entergy Employee Benefit Plans, and to amend or make changes to the administrative provisions of the Entergy Employee Benefit Plans without reopening or amending this Agreement and without the consent of the Union provided the benefits under the applicable Entergy Employee Benefit Plan remain substantially equivalent to the benefits described in the plan documents prior to the amendment.

### **SECTION 11. Team Share.**

For the term of this Agreement, eligible bargaining unit employees shall be eligible to participate in the Teamshare Bargaining Incentive Plan (the “Incentive Plan”) in accordance with the Incentive Plan guidelines. The Incentive Plan goals and metrics will be designed annually by the Company. Per the Union Business Manager’s request, the Company and Union will meet and discuss annual goals and metrics related to the Incentive Plan at Labor Management meetings. The Incentive Plan payout will range from 0% to 3% of the employee’s base pay with a maximum payout of 3%. The employee’s base pay is the employee’s base hourly rate of pay on December 31 times 2080 hours. The level of payout, if any, will depend on the goal achievement level.

### **SECTION 12. Retiree Health Benefits.**

For the term of this Agreement, full-time Continuing Bargaining Unit 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 (individually, a “Benefits Plus Health Plans” and collectively, the “Benefits Plus Health Plans”) or the Entergy Corporation Companies’ Retiree Health Plan (the “Retiree Health Plan”), as amended and restated from time to time, as applicable, shall be eligible for retiree health benefits as follows:

- Coverage for Pre-Medicare Retirees

For the term of this Agreement, eligible full-time Continuing Bargaining Unit Employees who have not attained their Medicare Eligibility Date, as that term is defined in the Retiree Health Plan, who retire during the term of this Agreement and who otherwise satisfy the eligibility requirements for retiree benefits under the terms of the Benefits Plus Health Plans (“Pre-Medicare Retirees”) will continue to be eligible to participate in the Benefits Plus Health Plans, subject to their terms and conditions. Such Pre-Medicare 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 they attain their Medicare Eligibility Date, whichever is earlier, except that such Pre-Medicare Retirees who are Medicare-eligible (due to being Social Security disabled) 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 they reach their Medicare Eligibility Date, whichever is earlier, Pre-Medicare 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 Arkansas, LLC, or a successor Entergy System Company employer. Beginning January 1st of the year following their retirement and for the remaining term of this Agreement or until they reach their Medicare Eligibility Date, whichever is earlier, Pre-Medicare 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 Medicare-eligible Retirees

For the term of this Agreement, Medicare-eligible Retirees who retire during the term of this Agreement shall not be eligible for coverage under the Benefits Plus Health Plans or the medical, dental and vision coverage options under the Retiree Health Plan. Instead, Medicare-eligible Retirees and their spouses who have attained their Medicare Eligibility Date, as that term is defined in the Retiree Health Plan ("Medicare-eligible 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, Medicare-eligible Retirees and their Medicare-eligible 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 Medicare-eligible Retirees and their Medicare-eligible 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. For Medicare-eligible Retirees who retire during the term of this Agreement, the annual reimbursable amount under the HRA for the 2024 Plan Year shall be \$1,101 per Medicare-eligible Retiree and per Medicare-eligible Spouse. Beginning January 1, 2025 and for each year thereafter for the remaining term of this Agreement, the annual reimbursable amount under the HRA for Medicare-eligible Retirees who retire during the term of this Agreement shall not increase by more than the lesser of the annual rate of inflation as determined each February or four percent.

- Coordination with Medicare

If a full-time Continuing Bargaining Unit 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 subordinate 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. The actual benefits and eligibility for participation in retiree benefits in the Benefits Plus Health Plans and in the Retiree Health Plan are 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 as required by law or allowed by contract, which shall control as to terms and conditions, eligibility, and benefits to be provided.

The Company may amend the Benefits Plus Health Plans and the Retiree Health Plan as required by law without reopening or amending this Agreement without the consent of the Union. 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 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. The Union will be notified of any such change.

Cash Balance Plan Bargaining Unit Participants and Savings Plan IX Bargaining Unit Participants shall not be eligible for retiree coverage or benefits under the Benefits Plus Health Plans or the Retiree Health Plan or for any other post-employment health or life benefits or insurance coverage from the Company or 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 13. Financial Wellness Program**

For the term of this Agreement, the Company will make available or contract to make available to eligible bargaining unit employees a program that offers financial wellness services (“Financial Wellness Program”). The specific benefits and services to be offered under the Financial Wellness Program may change periodically. The parties to this Agreement agree that the benefits and services offered under the Financial Wellness Program may be changed, amended or eliminated, and the Financial Wellness Program terminated, without reopening or amending this Agreement and without the consent of the Union, provided that at all times the Company offers bargaining unit employees the same financial wellness benefits and services, if any, that the Company offers to non-bargaining employees of Entergy Arkansas, LLC, or a successor Entergy System Company employer.

**ARTICLE 13 - STATE AND FEDERAL LAWS / SIGNATURE PAGE**

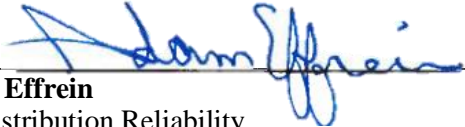
If any provision of this Agreement or the application thereof to any persons or circumstances shall be held invalid or in conflict with State or Federal Laws, such provision shall not be deemed a part of this Agreement, and shall be null and void, and the remainder of the Agreement as herein supplemented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

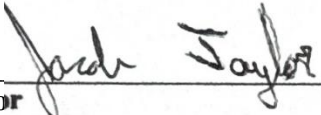
The parties hereto have entered into this Agreement on the 1st day of October, 2024.


**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**ENERGY ARKANSAS, INC.**

  
\_\_\_\_\_  
**Brian Erwin**  
IBEW Local 647

  
\_\_\_\_\_  
**Adam Effrein**  
VP, Distribution Reliability

  
\_\_\_\_\_  
**Jake Taylor**  
IBEW Local 1703

  
\_\_\_\_\_  
**Alexis Grass**  
Manager, Labor Relations

**Memorandum of Understanding - Relay Technicians / Telecommunications Technicians.**

The Company and the Brotherhood agree to the following with regard to Article 7, Sections 13 and 14:

New technologies (SCADAnet) are being installed to facilitate the monitoring and control of substations. This equipment (routers, switches, other IP devices and associated cables), require skills that bridge multiple crafts (Relay, SCADA, and Telecommunications). In order to support this equipment in an efficient manner, the Company and the Union agree that either Relay or Telecommunications technicians may install and / or perform maintenance on the equipment described above.

This memorandum (Relay Technicians / Telecommunications Technicians) may be cancelled by either party with a sixty (60) day written notice.

## Memorandum of Understanding - Electric Locators

The company is “in-sourcing” job duties associated with electric locating (such as performing precise locates of underground electric and fiber facilities), and the Company and the Union agree that these job duties will be performed by a new position called “Electric Locator”.

The Electric Locator position is part of the CBA bargaining unit and covered by the terms of the CBA, subject to following terms, conditions and provisions:

1. The Company has the discretion to hire Electric Locators as it sees fit, to establish and change steps for certain levels or experience of Electric Locators, and to determine the number of Electric Locators to employ at any given time. The Company’s discretion to hire Electric Locators as it sees fit includes whether to hire internal or external candidates and what precise job title (level) to place them in.
2. The pay rate and Occupational Group for the Electric Locator position will be as follows effective October 1, 2020:

Job Title	Start	Occupational Group
Electric Locator	31.60	EL
Electric Locator Apprentice 2 <sup>nd</sup> Year	27.03	EL
Electric Locator Apprentice 1 <sup>st</sup> Year	24.63	EL

Future pay increases will follow the schedule of general wage increases in the collective bargaining agreement.

3. The Company has the discretion to set schedules for Electric Locators, and then the Company has the discretion to change those schedules in accordance with the provisions in the CBA. For the first group of employees, the work schedule will be 5 days a week 8 hours per day Monday-Friday 07:00-15:30 and these work hours will be maintained throughout their initial training. When the workgroup has become qualified to work independently, the work group will work one of the following schedules to provide a greater amount of service: they will work 5-8s, 4-10s or AWS with one employee having a later start time every 4<sup>th</sup> week.

The later starting employee for that week will be designated to be the first call for after-hours call outs.

4. The Company has the discretion to determine the “home” or “base” work location for the Electric Locators.
5. The Company may decide to outsource the Electric Locator position and job duties in the future in its discretion, but only after discussing the matter with the Union, obtaining the Union’s input, and providing at least 6 weeks of advance notice of any layoff. In addition, the Company has the discretion to lay off Electric Locator jobs for any reason, provided advance notice is given. Any layoff of an Electric Locator would be subject to Article 4, Section 7, even if the reason was not due to lack of work.

## **MEMORANDUM OF AGREEMENT – Distribution Relay Technician**

This “MOA” is between Entergy Arkansas, LLC (“Company”) and the International Brotherhood of Electrical Workers, AFL-CIO, Local Nos. 647, 705, 1439, 1703 (“Union”) in connection with the collective bargaining agreement (“CBA”) covering transmission, distribution, utility support and corporate business services bargaining employees (“the bargaining unit”).

The Company and the Union agree that a new “Distribution Relay Technician” position will be included within the bargaining unit and the CBA is hereby amended accordingly as of August 26, 2021, subject to the terms, conditions and provisions in the attached Exhibit 1.

The Company and the Union will work together to incorporate the terms and provisions of Exhibit 1 into the text of the CBA, as appropriate, in the future. For now, this MOA will be appended to the CBA. This MOA expires at the later of either (a) 11:59 p.m. on 9/30/2024 or (b) when the successor CBA (to the CBA currently in effect) expires.

**EXHIBIT 1**

In connection with a recent arbitration regarding the non-bargaining D.A. Specialist position, the Company and the Union agree that certain job duties previously performed by D.A. Specialists will, going forward, be performed by bargaining-unit employees in a new position called “Distribution Relay Technician”. The Distribution Relay Technician position is covered by the terms of the CBA with respect to management rights, subject and subordinate to the following terms, conditions and provisions (if there is any conflict between, on one hand, the terms, conditions and provisions in the CBA with respect to management rights and, on the other hand, the terms, conditions and provisions in this MOA, then this MOA supersedes and controls):

1. The Company has the discretion to hire Distribution Relay Technicians, as it sees fit, and to determine the number of Distribution Relay Technicians to employ at any given time. The Company’s discretion to hire Distribution Relay Technicians as it sees fit includes whether to hire internal or external candidates and what precise job title (level) to place them in. These dedicated employees supporting Distribution Protection and Controls, report to the Manager of Distribution Protection and Control or whichever management chain of command is deemed appropriate by the Company. In addition, all other management rights accorded to the Company in the CBA apply with respect to Distribution Relay Technicians.
2. The pay rate and Occupational Group for the Distribution Relay Technician position will be as follows effective within 30 days following the date of this agreement; the DRT occupational group shall be based upon each location for purposes of occupational group seniority and shall not constitute a statewide department. DRT wages outlined below will be adjusted on the same terms as any general wage increase negotiated for the remainder of the bargaining unit in the successor CBA:

Job Title	Start	Occupational Group
System Distribution Relay Technician	\$47.89	DRT
Distribution Relay Technician	\$45.64	DRT
Distribution Relay Apprentice 4th Year	\$32.7581	DRT
Distribution Relay Apprentice 3 <sup>rd</sup> Year	\$29.9253	DRT
Distribution Relay Apprentice 2 <sup>nd</sup> Year	\$28.4838	DRT
Distribution Relay Apprentice 1st Year	\$24.3856	DRT

3. Below are incumbents in the current DA Specialist role. These incumbents’ respective union seniority dates will coincide with their DA Specialist job entry date, and their new job titles and pay rates are as follows: (This chart has been removed.)
4. Employees in the Distribution Relay Technician job group can perform switching as assigned by the Company in its discretion.
5. Article 7, Section 14 of the CBA is amended to state in its entirety as follows:



## **SECTION 14. Technical Relay Work.**

### **DISTRIBUTION**

When reclosers, switchgear, voltage regulators, or capacitors are installed outside of substations, the controls shall be programmed, tested, and commissioned to SCADA by a Distribution Relay Technician (or other Journeyman who is appropriately trained and qualified to perform the assigned work) before the equipment is placed in service. This also includes the installation and testing of communications equipment inside the control cabinet. In the event any such equipment is damaged or repaired, a Distribution Relay Technician (or other Journeyman who is appropriately trained and qualified to perform the assigned work) shall inspect and test (if necessary) the equipment before it is placed back in service.

Engineers may act independently to retrieve event files and update settings and firmware. The date, location, and time of each such instance of Engineer work shall be reported to the unions quarterly. It is not the intention of the Company to regularly use Engineers to perform these DRT functions.

### **TRANSMISSION**

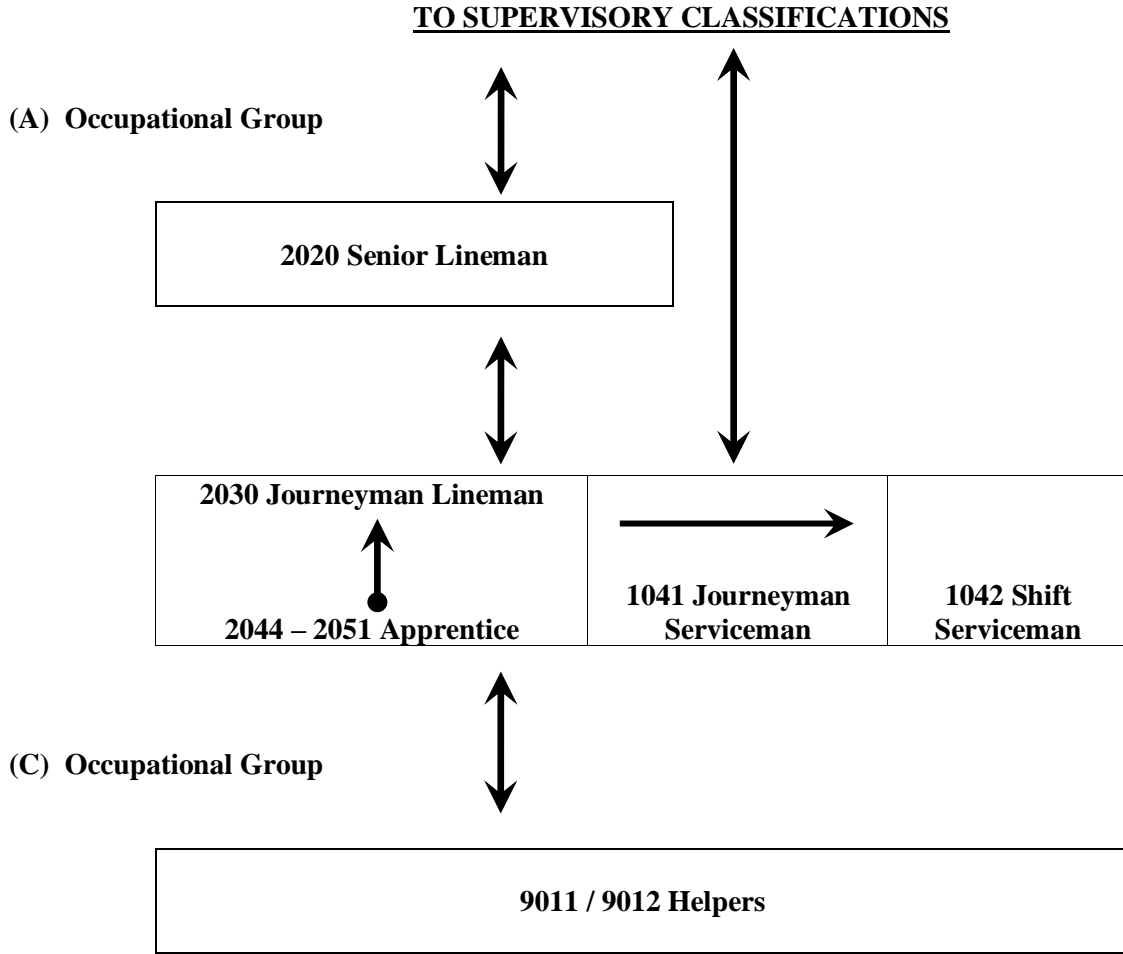
When relays, supervisory controls, and other related equipment are installed, the work shall be performed by a Relay Technician. In the event any such equipment is damaged or needs repairs, a Relay Technician shall inspect, and test (if necessary) said equipment before it is placed back in service.

[The remainder of the language under this Transmission section remains unchanged.]

**SCHEDULE 'A' – Normal Line of Promotion and Demotion**

SHOWING NORMAL LINES OF PROMOTION AND DEMOTION, SUBJECT TO **SENIORITY & FITNESS AND ABILITY**.

SENIORITY IS NOT TRANSFERABLE FROM ONE DIVISION, DEPARTMENT NOR OCCUPATIONAL GROUP TO ANOTHER BUT REMAINS WHERE EARNED.



- Lateral transfers in Occupational Group (A) are initiated by the Company and for the purpose of this Agreement shall be handled the same as a promotion.
- Promotions from one classification or Occupational Group to another are made to fill vacancies in accordance with Article 4, Section 3.

## SCHEDULE 'B' – WAGE RATES

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	Hourly Rate Effective 10/1/2024	Hourly Rate Effective 10/1/2025	Hourly Rate Effective 10/1/2026	Hourly Rate Effective 10/1/2027	Hourly Rate Effective 10/1/2028
A1041	A	Journeyman Serviceman	54.15	56.33	58.02	59.76	61.55
A1042	A	Shift Serviceman	54.15	56.33	58.02	59.76	61.55
A2020	A	Senior Lineman	56.68	58.96	60.73	62.55	64.43
*A2030	A	Journeyman Lineman	54.15	56.33	58.02	59.76	61.55
A2044	A	Apprentice - 4th Yr.	34.50	35.89	36.97	38.08	39.22
A2043	A	Apprentice - 3rd Yr.	32.02	33.31	34.31	35.34	36.40
A2052	A	Apprentice - 2nd Yr.	29.33	30.51	31.43	32.37	33.34
A2051	A	Apprentice - 1st Yr.	27.22	28.32	29.17	30.05	30.95
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A2120	K	Senior Cable Splicer	56.68	58.96	60.73	62.55	64.43
*A2130	K	Journeyman Cable Splicer	54.15	56.33	58.02	59.76	61.55
A2144	K	Apprentice - 4th Yr.	34.50	35.89	36.97	38.08	39.22
A2143	K	Apprentice - 3rd Yr.	32.02	33.31	34.31	35.34	36.40
A2152	K	Apprentice - 2nd Yr.	29.33	30.51	31.43	32.37	33.34
A2151	K	Apprentice - 1st Yr.	27.22	28.32	29.17	30.05	30.95
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A4010	E	Senior Meterman	51.53	53.61	55.22	56.88	58.59
*A4030	E	Journeyman Meterman	49.14	51.12	52.65	54.23	55.86
A4152	E	Meter Repairman - Ov. 1 Yr.	35.05	36.46	37.55	38.68	39.84

\*Advance by promotion only. Note: Job # 9011-9012, 9021 and 9031 apply to all departments.

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	Hourly Rate Effective 10/1/2024	Hourly Rate Effective 10/1/2025	Hourly Rate Effective 10/1/2026	Hourly Rate Effective 10/1/2027	Hourly Rate Effective 10/1/2028
A4151	E	Meter Repairman - 1st Yr.	32.02	33.31	34.31	35.34	36.40
*A4162	E	Meter Tester Ov. 1 Yr.	30.63	31.86	32.82	33.80	34.81
A4161	E	Meter Tester 1st Yr.	27.22	28.32	29.17	30.05	30.95
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A2310	L	Senior Transformer Repairman	49.16	51.14	52.67	54.25	55.88
*A2320	L	Transformer Repairman	42.46	44.17	45.50	46.87	48.28
A2334	L	Trans. Repair. Hlpr. - Ov. 3 Yrs.	37.13	38.63	39.79	40.98	42.21
A2333	L	Trans. Repair. Hlpr. - Ov. 2 Yrs.	33.25	34.59	35.63	36.70	37.80
A2332	L	Trans. Repair. Hlpr. - Ov. 1 Yr.	30.66	31.90	32.86	33.85	34.87
A2331	L	Trans. Repair. Hlpr. - 1st Yr.	28.02	29.15	30.02	30.92	31.85
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
AT1286	MM	System Relay Technician	59.19	61.58	63.43	65.33	67.29
*AT1285	MM	Relay Technician	56.68	58.96	60.73	62.55	64.43
AT1284	MM	Relay Apprentice 4th Year	36.79	38.27	39.42	40.60	41.82
AT1283	MM	Relay Apprentice 3rd Year	33.60	34.95	36.00	37.08	38.19
AT1282	MM	Relay Apprentice 2nd Year	31.98	33.27	34.27	35.30	36.36
AT1281	MM	Relay Apprentice 1st Year	27.38	28.48	29.33	30.21	31.12
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	Hourly Rate Effective 10/1/2024	Hourly Rate Effective 10/1/2025	Hourly Rate Effective 10/1/2026	Hourly Rate Effective 10/1/2027	Hourly Rate Effective 10/1/2028
A9410	DRT	System Distribution Relay Technician	59.19	61.58	63.43	65.33	67.29
A9405	DRT	Distribution Relay Technician	56.68	58.96	60.73	62.55	64.43
A9404	DRT	Distribution Relay Apprentice 4th Year	36.79	38.27	39.42	40.60	41.82
A9403	DRT	Distribution Relay Apprentice 3rd Year	33.60	34.95	36.00	37.08	38.19
A9402	DRT	Distribution Relay Apprentice 2nd Year	31.98	33.27	34.27	35.30	36.36
A9401	DRT	Distribution Relay Apprentice 1st Year	27.38	28.48	29.33	30.21	31.12
AT1296	NN	Senior Substation Technician	56.68	58.96	60.73	62.55	64.43
*AT1295	NN	Substation Technician	54.15	56.33	58.02	59.76	61.55
AT1294	NN	Substation Technician 4th Year	36.10	37.55	38.68	39.84	41.04
AT1293	NN	Substation Technician 3rd Year	32.97	34.30	35.33	36.39	37.48
AT1292	NN	Substation Technician 2nd Year	30.80	32.04	33.00	33.99	35.01
AT1291	NN	Substation Technician 1st Year	27.44	28.55	29.41	30.29	31.20
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A2420		Utility Equipment Operator - L.R. Only	30.71	31.95	32.91	33.90	34.92
A8710		Temporary R/W Foreman	30.47	31.70	32.65	33.63	34.64
A8720		Temporary Labor Foreman	28.02	29.15	30.02	30.92	31.85
A8350		Hole Borer Operator	30.17	31.39	32.33	33.30	34.30
A8351	R	Rock Digger Operator Ov. 3 Yrs	34.50	35.89	36.97	38.08	39.22
A8352	R	Rock Digger Operator Ov. 2 Yrs	32.02	33.31	34.31	35.34	36.40
A8353	R	Rock Digger Operator Ov. 1 Yr	29.33	30.51	31.43	32.37	33.34
A8354	R	Rock Digger Operator 1st Yr	27.22	28.32	29.17	30.05	30.95

\*Advance by promotion only. Note: Job # 9011-9012, 9021 and 9031 apply to all departments

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	Hourly Rate Effective 10/1/2024	Hourly Rate Effective 10/1/2025	Hourly Rate Effective 10/1/2026	Hourly Rate Effective 10/1/2027	Hourly Rate Effective 10/1/2028
A1115	TD	Track Derrick Operator	34.50	35.89	36.97	38.08	39.22
A1114	TD	Track Derrick Operator Ov. 3 Yrs	32.02	33.31	34.31	35.34	36.40
A1113	TD	Track Derrick Operator Ov. 2 Yrs	29.32	30.50	31.42	32.36	33.33
A1112	TD	Track Derrick Operator Ov. 1 Yr	27.22	28.32	29.17	30.05	30.95
A1111	TD	Track Derrick Operator 1st Yr	26.12	27.17	27.99	28.83	29.69
A1190		Serviceman - Collector	34.50	35.89	36.97	38.08	39.22
A4135	ET	Safety Equip. Tester - L.R.	36.19	37.65	38.78	39.94	41.14
A4134	ET	Safety Equip. Tester - L.R. - Ov. 3 Yrs.	33.56	34.91	35.96	37.04	38.15
A4133	ET	Safety Equip. Tester - L.R. Ov. 2 Yrs.	30.90	32.15	33.11	34.10	35.12
A4132	ET	Safety Equip. Tester - L.R. Ov. 1 Yr.	28.28	29.42	30.30	31.21	32.15
A4131	ET	Safety Equip. Tester - L.R. 1st Yr.	26.39	27.45	28.27	29.12	29.99
*A9012	C	Helper - Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A8385	LP	Line Patrolman	36.19	37.65	38.78	39.94	41.14
A8384	LP	Line Patrolman - Ov. 3 Yrs.	33.56	34.91	35.96	37.04	38.15
A8383	LP	Line Patrolman - Ov. 2 Yrs.	30.90	32.15	33.11	34.10	35.12
A8382	LP	Line Patrolman - Ov. 1 Yr.	28.28	29.42	30.30	31.21	32.15
A8381	LP	Line Patrolman - 1st Yr.	26.39	27.45	28.27	29.12	29.99
A1124	J	Meter Service Installer Ov. 3 Yrs.	29.56	30.75	31.67	32.62	33.60
A1123	J	Meter Service Installer Ov. 2 Yrs.	27.58	28.69	29.55	30.44	31.35
A1122	J	Meter Service Installer Ov. 1 Yr.	24.43	25.41	26.17	26.96	27.77
A1121	J	Meter Service Installer 1st Yr.	21.71	22.58	23.26	23.96	24.68

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*A1120	J	Meter Reader - Ov. 1 Yr.	21.71	22.58	23.26	23.96	24.68
A1119	J	Meter Reader - 1st Yr.	18.35	19.09	19.66	20.25	20.86
A2013	EL	Electric Locator	35.48	36.91	38.02	39.16	40.33
A2012	EL	Electric Locator Apprentice 2nd Year	30.36	31.58	32.53	33.51	34.52
A2011	EL	Electric Locator Apprentice 1st Year	27.66	28.77	29.63	30.52	31.44
A1312	G	Design Assistant - Ov. 1 Yr.	31.49	32.76	33.74	34.75	35.79
A1311	G	Design Assistant - 1st Yr.	28.54	29.69	30.58	31.50	32.45
*A1322	G	Draftsman - Ov. 1 Yr.	25.87	26.91	27.72	28.55	29.41
A1321	G	Draftsman - 1st Yr.	22.84	23.76	24.47	25.20	25.96
A1544	F	Storekeeper Sr	39.00	40.57	41.79	43.04	44.33
*A1530	F	Storekeeper	35.25	36.67	37.77	38.90	40.07
A1543	F	Storekeeper - Ov. 2 Yrs.	28.17	29.31	30.19	31.10	32.03
A1542	F	Storekeeper - Ov. 1 Yr.	24.24	25.22	25.98	26.76	27.56
A1541	F	Storekeeper - 1st Yr.	21.45	22.31	22.98	23.67	24.38
*A1545		Warehouse Helper Ov 1yr	20.33	21.15	21.78	22.43	23.10
A1546		Warehouse Helper	19.57	20.36	20.97	21.60	22.25
A8540	TC	Senior Telecommunications Technician	48.26	50.20	51.71	53.26	54.86
*A8545	TC	Telecommunications Technician	44.57	46.37	47.76	49.19	50.67
A8544	TC	Telecommunications Tech. Hlpr. - Ov. 3 Yrs.	36.79	38.27	39.42	40.60	41.82
A8543	TC	Telecommunications Tech. Hlpr. - Ov. 2 Yrs.	33.60	34.95	36.00	37.08	38.19
A8542	TC	Telecommunications Tech. Hlpr. - Ov. 1 Yr.	30.79	32.03	32.99	33.98	35.00
A8541	TC	Telecommunications Tech. Hlpr. - 1st Yr.	28.58	29.73	30.62	31.54	32.49

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*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A8560	CT	Senior Computer Technician	46.91	48.80	50.26	51.77	53.32
*A8565	CT	Journeyman Computer Technician	43.71	45.47	46.83	48.23	49.68
A8564	CT	Computer Technician Hlpr. - Ov. 3 Yrs.	35.05	36.46	37.55	38.68	39.84
A8563	CT	Computer Technician Hlpr. - Ov. 2 Yrs.	32.02	33.31	34.31	35.34	36.40
A8562	CT	Computer Technician Hlpr. - Ov. 1 Yr.	29.33	30.51	31.43	32.37	33.34
A8561	CT	Computer Technician Hlpr. - 1st Yr.	27.22	28.32	29.17	30.05	30.95
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A8610	CX	Senior Repairman	45.45	47.28	48.70	50.16	51.66
*A8615	CX	Journeyman Repairman	43.71	45.47	46.83	48.23	49.68
A8614	CX	Repairman Hlpr. - Ov. 3 Yrs.	37.13	38.63	39.79	40.98	42.21
A8613	CX	Repairman Hlpr. - Ov. 2 Yrs.	33.25	34.59	35.63	36.70	37.80
A8612	CX	Repairman Hlpr. - Ov. 1 Yr.	30.66	31.90	32.86	33.85	34.87
A8611	CX	Repairman Hlpr. - 1st Yr.	28.02	29.15	30.02	30.92	31.85
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12



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A8620	CW	Senior Maintenance Electrician	45.45	47.28	48.70	50.16	51.66
*A8625	CW	Journeyman Maintenance Electrician	42.46	44.17	45.50	46.87	48.28
A8624	CW	Maintenance Electrician Hlpr. - Ov. 3 Yrs.	37.13	38.63	39.79	40.98	42.21
A8623	CW	Maintenance Electrician Hlpr. - Ov. 2 Yrs.	33.25	34.59	35.63	36.70	37.80
A8622	CW	Maintenance Electrician Hlpr. - Ov. 1 Yr.	30.66	31.90	32.86	33.85	34.87
A8621	CW	Maintenance Electrician Hlpr. - 1st Yr.	28.02	29.15	30.02	30.92	31.85
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12
A8630	I	Survey Technician	34.60	35.99	37.07	38.18	39.33
*A8632	I	Survey Assistant - Ov. 1 Yr.	29.03	30.20	31.11	32.04	33.00
A8631	I	Survey Assistant - 1st Yr.	26.12	27.17	27.99	28.83	29.69
A9021		Regular Laborer	18.18	18.91	19.48	20.06	20.66
A9031		Janitor	18.18	18.91	19.48	20.06	20.66
A9300	T	Senior Auto & Hydraulic Mechanic	45.90	47.75	49.18	50.66	52.18
*A9301	T	Auto & Hydraulic Mechanic	42.46	44.17	45.50	46.87	48.28
*A9324	T	Auto & Hydraulic Mech. Hlpr. - Ov. 3 Yrs.	34.50	35.89	36.97	38.08	39.22
A9323	T	Auto & Hydraulic Mech. Hlpr. - Ov. 2 Yrs.	32.02	33.31	34.31	35.34	36.40
A9322	T	Auto & Hydraulic Mech Hlpr. - Ov. 1 Yr.	29.33	30.51	31.43	32.37	33.34
A9321	T	Auto & Hydraulic Mech. Hlpr. - 1st Yr.	27.22	28.32	29.17	30.05	30.95
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper - 1st Yr.	22.10	22.99	23.68	24.39	25.12

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A9430	U	General Repairman	33.47	34.82	35.86	36.94	38.05
*A9474	U	Gen. Repairman Hlpr. - Ov. 3 Yrs.	29.43	30.62	31.54	32.49	33.46
A9473	U	Gen. Repairman Hlpr. - Ov. 2 Yrs.	27.22	28.32	29.17	30.05	30.95
A9472	U	Gen. Repairman Hlpr. - Ov. 1 Yr.	24.98	25.99	26.77	27.57	28.40
A9471	U	Gen. Repairman Hlpr. - 1st Yr.	22.84	23.76	24.47	25.20	25.96
*A9012	C	Helper Over 1 Yr.	26.12	27.17	27.99	28.83	29.69
A9011	C	Helper 1st Yr.	22.10	22.99	23.68	24.39	25.12
A9440		Building Repairman	31.56	32.83	33.81	34.82	35.86
A9530	S	Heavy Trailer Truck Driver (Stores)	30.58	31.81	32.76	33.74	34.75
A9540	B	Heavy Equipment Operator	36.21	37.67	38.80	39.96	41.16
A1204	PC	Customer Service Rep. Sr	27.29	28.39	29.24	30.12	31.02
*A1203	PC	Customer Service Rep. Iii	25.14	26.15	26.93	27.74	28.57
A1202	PC	Customer Service Rep. Ii	22.34	23.24	23.94	24.66	25.40
A1201	PC	Customer Service Rep. I	17.74	18.45	19.00	19.57	20.16
A1214	TY	Clerk Administrative Assistant Iv - Admin	28.82	29.98	30.88	31.81	32.76
A1213	TY	Administrative Assistant Clerk Iii - Admin	27.23	28.33	29.18	30.06	30.96
A1212	TY	Administrative Assistant Clerk Ii - Admin	24.96	25.97	26.75	27.55	28.38
A1211	TY	Administrative Assistant Clerk I - Admin	22.44	23.34	24.04	24.76	25.50
A1210	TY	Administrative Assistant Clerk - Admin	19.63	20.42	21.03	21.66	22.31

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A1264	BO	Clerk Iv - Back Office	28.82	29.98	30.88	31.81	32.76
A1263	BO	Clerk Iii - Back Office	27.23	28.33	29.18	30.06	30.96
A1262	BO	Clerk Ii - Back Office	24.96	25.97	26.75	27.55	28.38
A1261	BO	Clerk I - Back Office	22.44	23.34	24.04	24.76	25.50
A1260	BO	Clerk - Back Office	19.63	20.42	21.03	21.66	22.31
A1274	CC	Administrative Assistant Clerk Iv - Construction	28.82	29.98	30.88	31.81	32.76
A1184	DC	Administrative Assistant Clerk Iv - Dist	28.82	29.98	30.88	31.81	32.76
A1183	DC	Administrative Assistant Clerk Iii - Dist	27.23	28.33	29.18	30.06	30.96
A1182	DC	Administrative Assistant Clerk Ii - Dist	24.96	25.97	26.75	27.55	28.38
A1181	DC	Administrative Assistant Clerk I - Dist	22.44	23.34	24.04	24.76	25.50
A1180	DC	Administrative Assistant Clerk - Dist	19.63	20.42	21.03	21.66	22.31
A1234	MS	Administrative Assistant Clerk Iv - Meter Services	28.82	29.98	30.88	31.81	32.76
A1233	MS	Administrative Assistant Clerk Iii - Meter Services	27.23	28.33	29.18	30.06	30.96
A1232	MS	Administrative Assistant Clerk Ii - Meter Services	24.96	25.97	26.75	27.55	28.38
A1231	MS	Administrative Assistant Clerk I - Meter Services	22.44	23.34	24.04	24.76	25.50
A1230	MS	Administrative Assistant Clerk - Meter Services	19.63	20.42	21.03	21.66	22.31
A1224	OC	Administrative Assistant Clerk Iv - Office	28.82	29.98	30.88	31.81	32.76
A1223	OC	Administrative Assistant Clerk Iii - Office	27.23	28.33	29.18	30.06	30.96
A1222	OC	Administrative Assistant Clerk Ii - Office	24.96	25.97	26.75	27.55	28.38
A1221	OC	Administrative Assistant Clerk I - Office	22.44	23.34	24.04	24.76	25.50
A1220	OC	Administrative Assistant Clerk - Office	19.63	20.42	21.03	21.66	22.31

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A1244	CR	Clerk Iv - Port	28.82	29.98	30.88	31.81	32.76
A1243	CR	Clerk Iii - Port	27.23	28.33	29.18	30.06	30.96
A1242	CR	Clerk Ii - Port	24.97	25.98	26.76	27.56	28.39
A1241	CR	Clerk I - Port	22.44	23.34	24.04	24.76	25.50
A1240	CR	Clerk - Port	19.63	20.42	21.03	21.66	22.31

\*Advance by promotion only. Note: Job # 9011-9012, 9021 and 9031 apply to all departments.