# **AGREEMENT**

#### Between

# POWER GENERATION OPERATIONS ENTERGY ARKANSAS, LLC.

AND LOCAL

NO. 647 OF LITTLE ROCK, ARKANSAS

-- of -

# INTERNATIONAL BROTHERHOOD

**OF ELECTRICAL WORKERS** 

**EFFECTIVE DATE – JUNE 1, 1946** 

AMENDED, EFFECTIVE DATE – SEPTEMBER 1, 2025

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# AGREEMENT POWER GENERATION AND HYDRO PLANTS

1. This Agreement made and entered into by and between Arkansas Entergy, LLC. party of the first part, hereinafter referred to as the "COMPANY" and Local Union No. 647 of Little Rock, Arkansas, of the International Brotherhood of Electrical Workers, party of the second part, hereinafter referred to as the "LOCAL UNION" or "BROTHERHOOD." All of the provisions herein apply only to the Power Generation and Hydro Power Plants of Entergy Arkansas, LLC.

Effective June 1, 1946 Amended, Effective September 1, 2025.

# **RECOGNITION OF THE BROTHERHOOD**

- 2. For the purpose of collective bargaining, the Company agrees to negotiate and bargain collectively with the Local Union 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 Local 647, all employees working in the classifications listed in Schedule B of this Agreement, and the terms and conditions of this Agreement shall apply to all employees described above without discrimination because of race, color, religion, sex, national origin, age or disability. 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 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 September 1, 2025, shall remain in effect through 11:59 P.M. on August 31, 2030.

# **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 August 31, 2030. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. All other provisions in this Agreement shall remain in full force and effect.

#### **SECTION 3.** 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.

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

#### **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:

- 1) Only the steward directly involved in the grievance at the work location will be paid by the Company.
- 2) If additional stewards are requested, such request will be granted but at the expense of the Union.
- 3) 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 Supervisor/Superintendent. A written decision shall be returned to the employee within twenty (20) calendar days 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 1 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 twenty (20) calendar days to the Plant Manager in which they are employed. The Plant Manager shall investigate the grievance, and within twenty (20) calendar days submit a response in writing to the employee/s with a courtesy copy of

the response to the 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 Business Manager of the Local Union, or the designated representative, shall submit a request for a meeting in writing, attaching a copy of the written grievance, to the VP, Power Plant Operations and Labor Relations Manager, within twenty (20) calendar days after the employee/s has received management's second step response. The meeting shall be held no later than the 20th working day after the day on which the meeting was requested, unless a later date is mutually agreed upon. The VP, Power Plant Operations shall give the Company's response in writing within twenty (20) calendar days 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. Any of the time limits specified above in this Section can be extended by 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.

E. All grievances relating to discharge actions may, at the option of the 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 Power Generation Labor Relations Manager. Notice of the Company's request to arbitrate shall be made in writing to the Local Union Business Manager.

The written notification to arbitrate shall set out the specific issue/s and section/s of the contract 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:

The party requesting arbitration shall request a list of seven neutral arbitrators from the Federal Mediation and Conciliation Service (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 number 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 the Local 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 Labor Relations Manager agree otherwise. Provided, however, a written grievance presented by the Local Business Manager designated to represent the Local Union to the Power Generation Labor Relations Manager may be presented at step three of the grievance procedure. If a settlement is not reached within twenty (20) working days, exclusive of Saturdays, Sundays and Holidays, 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 Local Union Business Manager 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 the Power Generation Labor Relations Manager to the Local Union Business Manager. If a settlement is not reached within fifteen (15) working days, exclusive of Saturdays, Sundays and Holidays, from the date of notice, the matter shall be submitted to arbitration as provided in Article 2, Section 3.

#### **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 that the Company shall not contract out any work if it would result in laying off of any bargaining unit employee, unless such contracting is due to full or partial plant closings. 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.

#### **SECTION 5.** <u>Labor/Management Teams</u>

Labor/Management Teams may be established by the Company after consultation with the appropriate Union representative. During the course of consultation between the parties, the Union will determine whether they wish to participate or not, and if so, will name the bargaining unit representatives to the team. The purpose of such teams will be to address issues of common interest to employees. It is understood that for these teams to be successful there must be a free and open exchange of information. On all teams, the Union has the right, after consultation with management, to remove a bargaining unit representative from the team, with the exception of plant emergency response teams whose membership will be totally voluntary.

Labor/Management teams do not include work teams established to address methods of work or production. The Union and Company agree to support and encourage safe work practices.

# **SECTION 6.** Code of Excellence

The IBEW Code of Excellence is helping to improve the relationship between the IBEW and EAL by reinforcing our common goals of Safety, Professionalism, Accountability, Relationships 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 (2) 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 during which his qualifications for the work can be determined. The right to release employees within six months of the date of their employment 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.

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 Schedule "B". The Power Generation & Hydro Power Plants are a separate group in determining seniority. Seniority is not transferable from one plant nor Occupational Group to another but remains where earned.

By March 1 of each year, the Company will furnish to the Business Manager lists showing occupational group seniority as shown in Schedule "B" for each seniority group. The list will reflect employee status as of December 31 of the previous year.

The Company will provide the Local Union with a roster of bargaining unit employees quarterly to include: Name, Classification, CED, Home Address and Work Location (payroll unit number) and Home Phone Number as contained in the Human Resources database.

#### **SECTION 3. Promotions-Transfers**

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

Promotion shall only mean advancement to a higher job classification. A job classification shall be deemed to be higher when it carries a higher schedule wage rate.

Transfer shall only mean the movement of an employee from one seniority group to another seniority group.

# **SECTION 4. Fitness and Ability**

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

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 work in the manner in which the Company requires it to be done
- d. cooperates with his supervisor in doing the work
- e. observes the rules and regulations of the Company
- f. protects the property and interests of the Company
- g. reports for work with promptness and regularity
- h. works in harmonious relationship with his fellow workers
- i. possesses the necessary capacity to perform the required duties of the job in question
- j. attitude toward advancement and assumption of additional responsibility

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

# A. Work in a Higher Classification:

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

#### B. Temporary Upgrade Pay

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).

#### C. Work in a Lower Classification:

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

# D. Assignment of Duties:

The Brotherhood agrees for its members that the duties assigned to employees within the bargaining unit in the Power Generation & Hydro Power Plants shall be performed by

employees in the bargaining unit classifications as directed and the Company agrees that except for "emergencies" as defined in Article 6, Section 1(D), and for instruction purposes, such duties shall not be performed by employees in classifications not included in the bargaining unit.

#### E. Reassignment of Employees Physically Unable to Perform Normal Classification

When an employee becomes physically unable to perform the essential functions of his job, with or without a reasonable accommodation, the Company will make reasonable effort to assign him to another job if available, which he is qualified and physically able to perform, and in such cases the seniority provisions of this Contract shall not be applicable. It is understood that there will be no requirement on the Company to add a job or to place the employee in a job he 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 own gross misconduct or injury sustained while working in employment outside the company, his rate of pay shall be the rate of the new job to which he is assigned, but not more than the rate he was receiving when the disability began.
- 2. If the employee has more than ten years of service and is displaced due to a cause other than his 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 was receiving when the disability began, he shall receive the rate of the new job, plus the following adjustment for each year of service in excess of 10 years: 7% of the difference between the rate of the new job and the rate he was receiving when his disability began, but not to exceed an aggregate of 100%.
  - b. If the employee has 25 years or more of service at the time his disability began, his rate of pay in the new job shall be the same rate he was receiving when the disability began.
  - 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 former pay rate, he will be given consideration should such a higher rated job become available. In such cases, the seniority provisions of this Contract 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 by Article 4, Section 5 C.

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

- A. When it is necessary to curtail forces within a Power Generation or Hydro Power Plant due to lack of work changes brought about by technological developments or other reasons, consideration shall be given to Seniority, Fitness and Ability. Seniority in the respective Occupational Groups shown in Schedule "B" shall govern subject to Fitness and Ability. Determination of Fitness and Ability shall be the right and responsibility of the Company, provided that in the event an employee feels that he has been discriminated against, he may present a complaint under the Grievance Procedure.
- **B.** Any regular employee subject to layoff due to curtailment of forces shall be given two weeks advance notice. In addition, the employee shall be allowed one (1) week of pay for each complete year of service 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.
- C. The Company and Union acknowledge that retention of qualified employees covered by this Agreement may become a mutual issue of concern. If and when Plant staffing levels fall below an acceptable level, as determined by the Company, the parties will meet to discuss the appropriate strategies to address the concerns.

#### **SECTION 8. Termination of Seniority**

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

- a. when he quits;
- b. when he is discharged;
- c. when he is laid off for a period in excess of twelve (12) consecutive months; or
- d. if an 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 shall not be able to exercise any seniority right to secure a bargaining unit job, and provided further that upon return to the bargaining unit 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 as outlined in this Article 5. 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 January 1, 2022, the guideline for paid absences (Absence for Compelling Reasons, AFCR) will be fifty-six (56) hours which is payable only for personal illness or injury or when necessary to care for an immediate family member during a period of illness or injury. Immediate family is described as an employee's spouse, mother, father, sibling, child, or step-child, grandchild, grandparents, mother-in-law, or father-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.

In accordance with the Attendance & Absenteeism Policy (defined below), employees are permitted to carry over up to a maximum of 40 unused AFCR hours into the next calendar year. An employee's bank of AFCR hours shall never exceed 96 hours.

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

The IBEW 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 section.

#### 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 & Absenteeism Policy"). Except where addressed in this agreement. 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

Through 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 in its discretion (the "Short Term Disability Policy"), a copy of which is available on the myEntergy webpage. Except as to any matters related to short-term disability benefits that are specifically addressed in this Article 5, Section 1.B, the terms of the Short Term Disability Policy shall control. 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 FULL
	SALARY
1 - 6 MONTHS	0
AFTER 6 MONTHS	40 Hours
AFTER 1 YEAR	80 Hours
AFTER 2 YEARS	120 Hours
AFTER 3 YEARS	160 Hours
AFTER 4 YEARS	200 Hours
AFTER 5 YEARS	240 Hours
AFTER 6 YEARS	400 Hours
AFTER 7 YEARS	560 Hours
AFTER 8 YEARS	720 Hours
AFTER 9 YEARS	880 Hours
AFTER 10 YEARS	1040 Hours

STD will require a 40 hour "Elimination Period" (EP) as set forth in the Policy. An EP is a required period of absence which must be satisfied before becoming eligible to receive STD benefits. The first 40 consecutive hours of absence will be charged to Absence For Compelling Reasons (AFCR), Floating Holidays, or Vacation in 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 not 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, whether or not an employee is enrolled in the company's long-term disability plan.

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

To qualify for short-term disability, an employee must 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.

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, bereavement, active role in funeral, approved short-term or long-term disability, military leave and leave of absence.

# D. Death in the Family.

Employee shall be allowed time off 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:

Close Family Member is defined as the employee's spouse as recognized under federal law, biological/adopted/foster/stepchild, parent/stepparent, sibling/stepsibling, grandparent, grandchild, father-in-law, or mother-in-law.

Other family members include son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

If an employee is notified during his regular workday of a death of a Close Family Member (as defined above), he shall be released from duty for the remainder of the day with no loss of base pay. In addition, the employee shall be entitled to two regular days off, following the death for the purpose of attending the funeral or handling the affairs of the estate of the deceased.

Time off with pay to attend the funeral of individuals other than Close Family Members shall be granted.

Additional time off without pay will be granted upon request.

#### E. Active Role In Funeral.

An employee shall be allowed time off without loss of pay up to one half-day (½ day) to serve in a funeral for another employee or close friend, when the funeral service is within 65 miles of the employees normal reporting location. One day without loss of pay will be allowed when the funeral service is 65 miles or over from their 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 shall be required to report to his 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

Through 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"), a copy of which is available on the myEntergy webpage. 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. Please refer to the FMLA Policy on the myEntergy webpage for detailed information.

#### H. Paid Parental Leave

Through the term of this Agreement, bargaining unit employees will be eligible for Paid Parental Leave benefits as set forth in the Entergy System Policies & Procedures Leave of Absence — Paid Parental Leave Policy, as amended from time to time by Entergy Corporation in its discretion (the "Paid Parental Leave Policy"), a copy of which is available on the myEntergy webpage. If the Paid 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 Paid 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 the 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**

Through 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, as amended from time to time by Entergy Corporation in its discretion (the "Vacation Policy"), a copy of which is available on the myEntergy webpage. Except as to any matters related to vacation benefits that are specifically addressed in this Article 5, Section 3, the terms of the Vacation Policy shall control. 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 vacation on the day preceding or following his off days the employee will be eligible for overtime but the company will not require him to work overtime except in cases of emergency. If the employee is required to work his off days, he shall be allowed to reschedule the unused vacation day(s) involved, provided the two (2) week carryover provision will not be impacted.

Original requests for vacation 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 senior employee in his Occupational Group within his department; provided that a sufficient number of qualified employees remain available to cover reasonable manning requirements.

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

Years of Service	Vacation hours
<1	Up to 80*
1-2	80
3-9	120
10-14	144
15-23	160
24+	200

Month of Hire	Initial Hours Allotted Upon Hire	Additional Hours Allotted after Six Months of Active Service	Total Possible Hours for Calendar Year
January	40 Hours	40 Hours (eligible in July)	80 Hours
February	40 Hours	32 Hours (eligible in August)	72 Hours
March	40 Hours	24 Hours (eligible in September)	64 Hours
April	40 Hours	16 Hours (eligible in October)	56 Hours
May	40 Hours	8 Hours (eligible in November)	48 Hours
June	40 Hours	0 Hours	40 Hours
July	32 Hours	0 Hours	32 Hours
August	24 Hours	0 Hours	24 Hours
September	16 Hours	0 Hours	16 Hours
October	8 Hours	0 Hours	8 Hours
November	0 Hours	0 Hours	0 Hours
December	0 Hours	0 Hours	0 Hours

All employees will follow the current vacation schedule. A two week (up to a maximum of 80 hours) carryover provision for vacation will be provided. Carryover 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 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 vacation for the calendar year, shall be allowed his unused vacation.

#### **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 absence from duty with the Company shall, upon written request, be granted leave of absence for a period not to exceed three (3) years, to run concurrently with his term of office, provided it is practicable for him to be relieved of his duties with the Company. During such absence, he shall continue to accrue seniority with the Company, and he shall be allowed to continue participation in the Company's employee benefits plans in accordance with the terms of those plans. All employee payroll costs relating to wages, benefits, taxes and other payroll deductions including administrative costs will be reimbursed by the Local Union to the Company on a monthly basis. When wages are a factor in computing the level of benefits or premiums under these plans, they shall be the current wages paid by the Company to the employee.

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

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 Leave.

Through the term of this Agreement, bargaining unit employees will be eligible for Military benefits as set forth in the Entergy System Policies & Procedures Leave of Absence – Military Policy, as amended from time to time by Entergy Corporation in its discretion (the "Military Policy"), a copy of which is available on the myEntergy webpage. If the Military 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 Policy on the myEntergy webpage for detailed information.

#### **SECTION 5. Holidays.**

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

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"), a copy of which is available on the myEntergy webpage. When there is a conflict between the System Policy and the CBA, the CBA will be the guiding document. 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 myEntergy webpage for detailed information.

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

#### Personal Holidays.

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 Holiday
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The Personal Holidays shall be scheduled in accordance with Article 5, Section 3 (Vacations).

#### **SECTION 6.** Expenses Allowed

# A. Meals and Incidental Expenses and Lodging

When an employee is required to work away from his/her normal reporting location at an alternate reporting location (ARL) the Company shall pay all reasonable expenses as set out below.

# Expense Reimbursement:

Employees will have two (2) options for the Company's payment of these expenses. Either Option 1 or 2 must be selected by the employee at the start of the assignment. Once the selection is made, the choice may not be changed unless in increments of full work weeks. For 1 day assignments, only Option 2 is allowed as a means for payment of reasonable expenses.

#### Option 1 –Travel Allowance:

Travel allowance which is payment for all bona fide business expenses reasonably calculated to be incurred for lodging, meals and incidental expenses. The following travel allowance will be effective October 1, 2012 and will remain at this rate for the term of the Contract. Travel allowance payments shall be subject to all applicable income and employment taxes and must be reported, applied for, and paid through the Company's time reporting and payroll system.

- For distances 20 to 50 miles \$55.00 per day, except when meals are provided.
- For distances over 50 miles \$135.00 per day, if employee does in fact stay overnight.

The travel allowance is not payable for workdays an employee is absent from the job except for bona fide illness while remaining at temporary headquarters and not at his permanent residence or in a hospital.

# Option 2 – Actual Expenses:

Employees may submit for reimbursement of the actual, reasonable, and bona fide business expenses incurred. Reimbursements shall be paid to an employee as non-taxable business expense reimbursements only if the employee substantiates the expenses in accordance with IRS rules and regulations and supplies the information required by the Company's regular business expense reimbursement policy/system.

# B. Travel Time and Mileage:

- Reasonable travel time to and from the ARL at the start and at the conclusion of the assignment, which occur outside of the employees normal work hours, will be considered as hours worked. This includes travel time to and from the ARL when the employee is released for day(s) off.
- When an employee is driving a personal automobile, the employee will be paid for a number of hours equal to the distance driven, as listed in the chart below divided by fifty-five, (55). Mileage for travel will be reimbursed in accordance with the current IRS allowable rate (as loaded in the Company's regular business expense reimbursement system) for travel miles as listed in the chart below.

						RPCC
	Carpenter		Lake	Remmel	White	Gonzales
	Dam	ISES	Catherine	Dam	Bluff	La.
Carpenter Dam	0	155	12	12	78	409
ISES	155	0	149	155	126	485
Lake Catherine	12	149	0	3	70	397
Remmel Dam	12	155	3	0	70	400
White Bluff	78	126	70	70	0	344
RPCC Gonzales La.	409	485	397	400	344	0

- For locations not listed in the chart employees will use Concur or successor system to calculate mileage driven in a personal vehicle from their normal work location.
- For assignments of over 50 miles, only travel mileage to and from at the start and conclusion and on off days will be paid per the table above.
- When flying, the employee will be paid for scheduled flight time, two hours in advance of scheduled flight time and one hour after scheduled flight arrival.

# **SECTION 7. Meals During Overtime Periods**

As reimbursement for overtime meals, employees will be paid \$17.50 (as of 10/1/2024) in lieu of furnishing or reimbursing a meal. No meals will be furnished. All in lieu of meal payments or allowances 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. All meal payments or allowances provided for in this Section 7 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.

Non-Shift Employees				
callout or prearranged overtime on	30 minutes or more	1 meal allowance		
regular workday	more than 2 hours	1 meal allowance and time to eat meal (30 minutes)		
prearranged overtime on employee's		1 meal allowance and time to		
days off and holidays	more than 10 hours	eat meal (30 minutes)		

callout overtime on employee's days off	employee will be paid a meal allowance when working past the following times: 6:30 am, 12:00 noon, 6:00pm, and 12:00 midnight.	
and holidays	if overtime period is ten hours or more employee will be paid time to eat meal (30 minutes)'	

Shift employees				
<u>callout</u> or prearranged overtime on regular workday	2 hours or more	1 meal allowance		
prearranged overtime on employee's days off and holidays	exceed normal schedule by 2 hours or more	1 meal allowance		
callout overtime on employee's days off and holidays	employee will be paid a meal allowance when working			
the 30 minute allowance for time spent eating meals does not apply to plant shift personnel				

#### Prearranged Overtime, Employee's Days Off and Holidays

On the non-shift 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, an in lieu of meal allowance and thirty (30) minutes to eat will be provided by the Company.

On the shift employee's days off and holidays, the employee will be paid an in lieu of meal allowance provided the overtime period exceeds his normal regular shift schedule work day by two (2) hours.

# 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 call outs and holdovers.

The thirty (30) minutes allowance for time spent eating meals does not apply to shift personnel.

# **Plant Shift Personnel**

Shift employees will have their meal time to be inclusive of their shift schedules. Meals will be eaten on a "Catch as Catch Can" basis and as near to the mid shift as possible.

# **Employees Working Through Lunch Period**

Any non-shift employee covered by this agreement who is required to work more than 15 minutes into their lunch period will be paid overtime for their reported time worked during their lunch period. If any employee is required to work two (2) hours past the starting time of his normal noon mealtime without being permitted to eat, he will be allowed thirty minutes of paid time to eat. Present practice of certain employees taking a 30-minute lunch period and quitting at 4:30 p.m. will be continued provided it does not interfere with Company operations.

# 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 regularly scheduled workday and within any scheduled workweek of forty (40) hours, and shall be compensated for at the applicable rate specified in the attached Schedule B.

#### **B.** Contractual Overtime.

"Contractual Overtime" shall be the time worked outside of the daily regularly scheduled straight-time hours, and shall be compensated for at one and one-half (1½) times the applicable rate specified in the attached Schedule B. Any hours worked in excess of 40 in a work week shall be paid in accordance with the Fair Labor Standards Act ("FLSA").

# C. Premium Time.

"Premium Time" shall be all hours worked other than overtime for which a rate higher than the applicable Straight Time rate specified in the attached Schedule B is required.

#### D. 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 damages to property or interruptions of service to the public or repair a piece of equipment that by being removed from service jeopardizes the continued operating capability of a unit, start-up of a unit to avoid major equipment damages, or a reduction in station output capability.

#### E. Call-Outs for Emergencies and Prearranged Overtime.

Employees called after being relieved at the regular quit time 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 more trouble is likely to occur, the employees may be held for the duration of the credit 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 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 regularly scheduled work hours other than emergencies as defined in Article 6, Section 1 paragraph (D) above.) The employee shall receive pay at the contractual overtime rate as provided in Article 6, Section 1 (B) which is one and one-half (1½) times the applicable rate specified in the attached Schedule 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 Article 6, Section 1 (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, preceding a regular work period, will be allowed a period of rest time equal to the time worked during the period between 1:00 a.m. and 5:00 a.m. to be extended into the regular work day if all of the following conditions occur:
  - a. The employee(s) worked three (3) hours or more of overtime in the sixteen (16) hour period preceding his regular work period.
  - b. The total time between release from the overtime assignment and the start of the regular workday is less than eight (8) hours.
  - c. Operating conditions permit the release of the employee(s).

Such hours at rest will be considered as allowable hours at straight time pay. The employee(s) may, with approval of the supervisor, start his regular work period and receive the rest time due at the end of the regular workday.

- 7. No employee shall be required to remain at a location designated by the Company on his regular "days off" as "stand-by" without compensation.
- 8. Employees who are called out shall be paid 30 minutes of travel time only if the employee receives eight (8) or less hours' notice.

# **SECTION 2. Overtime Work**

- **A.** Overtime work shall be divided as equally as possible among the available employees who regularly perform the work to be done.
- **B.** There shall be no duplication of overtime allowed for the same hours worked.

- C. 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 3.** Overtime Tracking

- **A.** Use the bi-weekly overtime record for call out purposes. This is updated bi-weekly from actual overtime hours worked and logged into the Company's time reporting systems.
- **B.** Do not add refused and unavailable overtime hours into total overtime hours.
- C. Zero out all overtime hours worked at the beginning of each year (January 1st). Call outs will go by seniority until the 1st bi-weekly overtime record showing hours for that year comes out.

#### **SECTION 4.**

Scheduling employee work shall include at least one (1) scheduled day off after fourteen (14) consecutive calendar days worked, unless working under an exception granted by management to the maximum allowed nineteen (19) consecutive calendar days.

Management will make every effort to ensure an overtime opportunity will not be denied however, if an overtime opportunity **emerges** while the most senior qualified employee is on a rest period, the overtime may be offered to the next most senior qualified employee and no compensation related to the emerging overtime will be owed to the employee who is on rest. This agreement is subject to the grievance process in accordance with the current applicable CBA.

For individuals on a rotating shift the 24-hour turnaround will not be counted as a day off for calculating consecutive days.

#### **ARTICLE 7 - WORKING RULES**

#### **SECTION 1. Promotions, Demotions and Layoffs**

#### A. Non-Shift Employees.

Promotions and demotions will be in accordance with Article 4, Section 3. Layoffs shall be in reverse order of Seniority in Occupational Groups, subject to Fitness and Ability. Each Plant is a separate unit and in case of demotions, will be in the reverse order even though the employee demoted from a higher classification may not have job seniority in the lower classification.

# B. Shift Employees.

1. Control Room Operator, Maintenance Operator and MOT personnel in Power Generation and Hydro plants will be promoted, demoted, or subject to layoffs in accordance with Article 4, Section 3. Layoffs shall be in reverse order of seniority in occupational groups subject to fitness and ability. Each plant is a separate unit and in case of demotions, will be in the reverse order even though the employee demoted from a higher classification may not have job seniority in the lower classification.

If there is a vacancy for promotion in a classification within the MO Occupational Group and if for any reason the senior employee is not promoted, he waives his Seniority rights to the next qualified in line of Seniority, and in so doing, in case of future promotions or demotions, he will be considered as having less Seniority in the job which he is performing or will perform than the employee previously promoted.

2. In addition to the above, the following non-operating classifications, including the lines of progression, may be assigned to shift at the Plants:

#### Storekeepers

# 9011/9012 Helpers

Permanent promotions and demotions for personnel in the classifications listed above in the plants will be in accordance with Article 4 Section 3. Layoffs shall be in reverse order of Seniority in Occupational Group. However, permanent vacancies in these shifts shall be filled with personnel from these respective classifications beginning with the employee highest in the occupational group seniority and proceeding down through the employee lowest in occupational group seniority. If the vacancy cannot be filled voluntarily, the employee in the desired classification with the lowest occupational group seniority will be assigned to the shift.

3. Any employee stepped up temporarily shall not be returned to a lower rate of pay during time off for holidays or illness (not to exceed two consecutive days) that falls within his scheduled step-up time.

When scheduled temporary vacancies in any shift classifications must be filled under normal circumstances they shall be filled by step-up promotions within the shift insofar as there are qualified personnel on the shift. It is recognized that there are a certain number of people at each station who are not permanently classified in the shift category, but who are placed on shift on a temporary basis to fill scheduled and unscheduled temporary vacancies. While temporarily assigned to a shift, they shall be considered as part of that shift. In the event that persons on the shift are not qualified to step-up, shift lines may be crossed to make available qualified persons.

Unscheduled temporary vacancies on shifts caused by unforeseen circumstances, such as sudden illnesses, which must be filled, will be filled first by step-up. If the remaining vacancy must be filled, it will be filled from the low overtime list provided that the employee is qualified to perform the job.

#### C. Temporary Foreman.

When the Company designates an assignment for temporary supervision the journeyman or equivalent who is qualified will be stepped up to temporary foreman. Consideration will be given by seniority in the following priority (1) permanently assigned shift (2) crew by occupational group seniority. The employee stepped up to temporary foreman will receive the appropriate pay scale of \$3.10 per hour above his base rate.

- 1. If promotion is not given to the employee with the most seniority, that employee shall be given the reason, if so requested by the employee or his union representative.
- 2. The promotion is subject to Article 4 Section 4.
- **3.** When a temporary foreman is required and assigned to a crew he shall be a working foreman and continue to work with the crew.

#### **SECTION 2. Working Hours**

#### A. Non-Shift Employees.

The parties hereto recognize that the business of the Company requires continuous operation 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 to ensure the safe and efficient operations of its plants. If time and conditions warrant, consideration shall be given to volunteers for these schedule changes.

The regular working hours for "non-shift" employees shall be forty (40) hours per week and shall consist of five (5) consecutive days of eight (8) hours each, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or four (4) consecutive days of ten (10) hours each, between 7:00 a.m. and 5:30 p.m., Monday through Thursday, or as covered in Article 7, Section 5(B), General Provisions. The regular workday is exclusive of time taken out for lunch. The regular lunch period shall be 12:00 noon or mid shift.

During periods of: (1) overhaul that require a generating unit to be inoperative for system generation, or (2) when it is necessary to repair a piece of equipment that by being removed from service jeopardizes the continued operating capability of the unit,

or (3) start-up of a unit, or (4) whenever necessary to expedite work, to avoid major equipment damage, a reduction in station output capability, or (5) a serious personnel safety hazard, or (6) required unit testing, employees normally classified as "non-shift" may be changed by the Company to shift employees, and during such periods, shifts may be established. "Non-shift" employees will not be placed on shift for the purpose of doing maintenance work indicated in this paragraph for a period of less than three (3) days. The complement of the second and/or third shift shall progress to the next succeeding shift each 21 days or less with the required number of second shift employees (according to the skills required) progressing from the first shift to the second shift. For the purpose of the paragraph, the first shift is that shift that starts closest to 7:00 a.m. (an employee may voluntarily elect to work the second or third shift longer than 21 days). Such "non-shift" employees so changed shall be considered as a shift employee. Regular working hours shall be forty (40) hours per week, and shall consist of five (5) work periods of eight (8) working hours each including Saturdays, Sundays, and Holidays or as covered in Article 7, Section 5(B), General Provisions. All hours in excess of forty per week will be compensated for at the overtime rate.

Such "non-shift" employees so changed shall be paid at their regular rate of pay plus shift differential of \$1.25 per hour for the established shift and shall receive overtime pay for any hours worked in excess of their normal assigned straight time hours. When "non-shift" employees are placed on shift to perform maintenance work in accordance with this paragraph, they may be required to perform other maintenance work (according to the skills required) as directed by supervision.

Non-shift employees may also be assigned to temporary shifts to provide coverage for scheduled and unscheduled vacancies in the shift as outlined in Article 7, Section (1) (B) (3), second paragraph, and second sentence.

# B. <u>Shift Employees</u>.

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.

Regular shift schedules shall not be permanently changed unless agreeable with the majority of the employees regularly assigned to the shift.

Regular working hours for shift employees shall be forty (40) working hours per week, and shall consist of five (5) days of eight (8) working hours each or as covered in Article 7, Section 5 (C), General Provisions, including Saturdays, Sundays and Holidays. Shift schedules shall be arranged that days off from work will be consecutive as far as practicable, and shall be so arranged as to rotate shifts at specified periods. Schedules shall be posted. No employee will be required to work more than the regular scheduled workday in any 24-hour period without 7½ consecutive hours off without the benefit of overtime for all hours worked in excess of their scheduled regular workday.

#### C. Overtime Work.

#### 1. a. Non-Shift Overtime.

When it is necessary that work be performed by non-shift employees on an overtime basis, it shall be done by the person or persons who would have performed the work had it been done on a regular time basis.

If the work is in progress on a regular time basis and needs to be completed on an overtime basis, those persons already engaged in the work shall continue. If any person already engaged in the work cannot continue during the overtime period, or in the case of a call-out a person is unable to report for work, the work shall be done by any other qualified person available.

#### 1. b. Shift Work-Overtime and Call-Out.

When it becomes necessary that shift work be performed on an overtime basis, the position will be filled as follows:

#### **Eight Hour Shifts**

The unfilled position will be filled by having the person performing the duties of such unfilled position on the prior shift remain on duty for the first four (4) hours of the unfilled eight (8) hour shift, and by having the person who is scheduled to perform the duties of said position on the next shift come in four (4) hours early. In the event the person who is to come in early cannot be contacted or is unavailable, the present person will continue until a person of like classification becomes available. If at any time a person of like classification is not available either because he has declined or because he cannot be contacted, the vacancy will be filled by step-up promotion within the shift as far as there are qualified persons on the shift. Once a step-up has been made, it will continue for the duration of the day.

#### **Twelve Hour Shifts**

The unfilled position will be filled by step-up promotion within the shift, as far as there are qualified employees on the shift. Once the step-up has been made, it will continue for the duration of the vacancy. After the step-up has been made and a vacancy remains which must be filled, then the position will be filled by working overtime from the low overtime list providing the employee is qualified to perform the job at the vacancy.

2. Article 6, Section 2(A) concerning division of overtime shall apply, subject to the provisions of Sections 1 and 2 of this Article 7.

# **Volunteer Overtime List**

As an option to the current language related to filling operations vacancies from the low overtime list, a volunteer overtime list may be used with the following guidelines:

- a) Scheduled and unscheduled operations vacancies/overtime shall be posted on the volunteer calendar as they arise. Employees may volunteer for overtime by shift regardless of whether or not there is a current vacancy.
- b) Each day's vacancy/overtime that management decides to fill will be filled from the list of volunteers on the volunteer list for the day in question and will be offered to the qualified list of volunteers with the lowest overtime based on the "current overtime list". MT's who are qualified and on the volunteer list will be considered after operations personnel on the volunteer list have been called if the vacancy remains unfilled.
- c) If no volunteers are on the volunteer list for the time period of the vacancy/overtime needing to be filled, the current operations list will be used to the fill the vacancy/overtime. If the

- vacancy/overtime still exists after going through the current operations overtime list, the current MT overtime list for qualified MT's if available will be used to fill the vacancy/overtime.
- d) If the vacancy/overtime still exists after going through the volunteer and current overtime lists, the low overtime qualified person from the current operations overtime list available for the shift will be notified and assigned the overtime and will be required to work provided it does not cause unusual hardship.
- e) The two weeks overtime list ("current overtime list") will be used for all vacancies/overtime filled from Wednesday night shift after the new list comes out through the Wednesday day shift two weeks later.
- f) If you are off shift for training and eligible to work operations overtime over the weekend, it is your responsibility to get on the volunteer list for those days.
- g) If you remove your name from the volunteer OT list at any point during the period, please line though, initial and date.
- h) Names on the list will be highlighted as the vacancies are filled.

#### **SECTION 3.** Inclement Weather

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

All employees required to work outside during rain, sleet or snow shall be furnished raincoats or slicker suits, hats and rubber boots. The employee to whom such equipment is issued shall be responsible for same and shall use such equipment only on the job or en route to or from work and shall return the equipment for replacement as it becomes worn out. In the event of loss of equipment by employee he may be required to pay for the equipment by deducting from his pay at the time new equipment is issued. Where necessary for the safe storage of equipment, the Company will furnish suitable lockers.

#### **SECTION 4. Special Working Conditions**

- **A.** When a qualified Maintenance Operator is assigned welding tasks which require specified certification, he will be paid \$0.70 per hour in addition to his base hourly rate.
- **B.** When a qualified 9011 or 9012 Helper is assigned to operate a river fuel oil cell during transfer of oil, that employee shall be upgraded to the temporary position of the entry level classification of that plant's operator classification.
- C. During periods of overhaul or periods of unusual maintenance work requiring more employees than are currently available at the requesting company plant, the company may assign employees to temporary headquarters at another plant on a temporary basis. The assignment will be filled by volunteers first and then, if needed, by the least in seniority (according to the skills required). Consideration shall be given to the hardships of the affected employee. The length of assignment shall not exceed the duration of the outage or unusual maintenance work. The scheduled hours of work for the employees assigned to a temporary headquarters will be the scheduled hours of work defined by the temporary headquarters.
- D. Employees working on cooling towers or flue gas stacks at heights of one hundred seventy-five (175) feet or more above the elevator access 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.

- E. Storekeeper employees, at their option, may receive general knowledge and safety training, and may be assigned maintenance/operations duties within the Plant, which is within the knowledge and skill of the employee to safely perform.
- F. Non-storekeeper personnel (bargaining unit) will have access to the storeroom for the purpose of obtaining needed materials, during those periods of time which are outside normal business hours of the storeroom, when no other Storekeeper personnel are present at the Plant.

# **SECTION 5. General Provisions**

#### A. Training

When an employee is assigned training which cannot be arranged to accommodate his scheduled workday, then the five (5) day eight (8) hour workweek may be applied. For those employees assigned to training not removed from their normal schedule, such as a 10 or 12 hour shift, will adopt a common meal time with those employees in the class, and premium time will not apply.

#### 1. Non-Shift Employees

Non-shift employees, within six (6) months of being hired, may be assigned to train in plant operations, on shift, for up to six (6) months. Such assignments will be based on training needs.

#### 2. Shift Employees

Shift employees, within twelve (12) months of being hired or transferred, may be assigned to train in a maintenance skill, on days, for up to twelve (12) months. (Total time on days is one year maximum.) Such assignments will be based on training needs.

#### B. Non-Shift Schedule

The company may schedule the regular workweek for non-shift employees in accordance with the second paragraph of Article 7, Section 2 (A), so as to change the regular scheduled workday from 8:00 a.m. to 5:00 p.m. to hours between 7:00 a.m. and 6:00 p.m. Monday through Friday for the 8, 9, and 10 hour work periods. The schedule shall have the approval of the Plant Manager and the Business Manager of the Local Union and may be implemented with a one week notice to the employees. A change in the work schedule from 8:00 a.m. to 5:00 p.m. will be at the sole discretion of the Plant Manager to determine the percentage of each occupational group required to conduct the plants operation and business. The schedule may be terminated any time with a fifteen (15) day written notice given by a representative of either party (Business Manager for the Union and the respective Plant Manager) to the other, then the schedule will be terminated beginning with the next regular workweek.

# C. Shift Schedule

The Company may schedule the regular workweek for shift employees in accordance with the second and third paragraph of Article 7, Section 2(B) so as to change the regular

scheduled workday to a 12 hour shift. The schedule including the shift starting and stopping times shall have the approval of the Plant Manager and the Business Manager of the Local Union and may be implemented with a one week notice to the employees. A change in schedule will be at the sole discretion of the Plant Manager in determining if the percentage above majority is sufficient to warrant changing the shift schedule. The schedule may be terminated any time with a fifteen (15) day written notice given by a representative of either party (Business Manager for the Union and the respective Plant Manager), then the schedule will be terminated beginning with the next regular workweek.

When necessary to fill unscheduled vacancies on shift on overtime, off shift employees who are qualified and can work the overtime without encountering the "hog law" difficulties, will first be offered the overtime in accordance with the "overtime list".

Shift differential will be paid at the current rate only for the hours worked on the second or back shift.

The Company and the Union agree to provide a designated call-out list for filling unscheduled vacancies, and that bargaining unit personnel designated for duty coverage will be available.

#### ARTICLE 8 - QUALIFICATIONS AND JOB PERFORMANCE

#### SECTION 1. Examination of Helpers and Plant Chem. & Environ. Tech.

Helpers and Plant Chem. & Environ Tech. III shall pass a written and/or oral examination before being promoted to a Journeyman level position. Employees shall be pre-examined within the year prior to the year receiving the final examination for promotion to the Journeyman level. Employees will be offered training in areas which the pre-test identified as deficient before the final examination. The final exam will be administered within the month prior to the month the employee becomes eligible for promotion. The qualifications and examinations will be subject to Article 8, Section 4, Joint Training Review Board.

Employees in the Plant Chemist and Environmental Technician classifications, Job Numbers 3195, 3194, 3193 and 3192 must be qualified to perform duties in both the chemistry and environmental areas, and hold appropriate licenses as deemed necessary by plant management. Employees will perform any work activities within the plant which is within the knowledge and skills of the employee to safely perform in order to improve efficiencies and eliminate delays. Employees may work across functional areas as necessary. The union agrees that specially trained Entergy technicians may from time to time conduct hands-on testing activities within the plant.

#### **SECTION 2. Job Performance.**

The Brotherhood agrees that the members covered by this Agreement shall individually and collectively perform their work in accordance with the safety, engineering and construction procedures and instructions as directed by the Company.

The Company agrees that its supervisors shall direct work to be done in accordance with its safety rules and regulations.

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

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

#### **SECTION 4. Joint Training Review Board.**

Joint Training Review Boards will be established at each plant to conduct comprehensive examinations of employees to ensure job qualifications are satisfied for job qualifications as required by the company. Each board will consist of: up to two (2) qualified journeyman-level employees, who will be approved by the Local Union Business Manager, of the discipline being tested; up to two (2) supervisors/managers; and, chaired by the Plant Manager or his designated representative.

# **SECTION 5. Employee Feedback Program**

The Company's employee performance feedback program shall utilize the Success Factors system (or any successor system employed to facilitate assessment of employee performance) and associated documents to assess and document employee performance. Company supervisors shall conduct employee performance feedback sessions with each bargaining unit employee and discuss the following areas:

- a) Assessment of employee performance centered on employee goals and employee practices;
- b) Career development, including training needs;
- c) Other employee concerns (e.g., enhanced work processes, knowledge transfer for new hires, and equipment).

Note: Additional level(s) of management may review the performance feedback as necessary.

In recognition of this performance feedback program, the Company and the Union agree to the following:

- a) The Company and the Union will continue to discuss themes or gaps in employee performance (e.g. additional targeted training, support etc.) as well as potential areas for improvement of the performance feedback program during the quarterly Labor Management Team meetings.
- b) The Company will share performance feedback results with the Union to ensure consistency and transparency. The Union Business Manager, upon request, will be provided a copy of an employee's performance feedback.
- c) Supervisors shall hold performance feedback meetings with each individual employee at least bi-annually.

The Company will continue to use individual/group awards under the Power of Thanks Rewards and Recognition Program. Features of the Rewards and Recognition Program that may be used include, but are not limited to the following:

- a) Power of Thanks Awards (points);
- b) Impact Awards (monetary awards); and
- c) Bulk Rewards (custom items such as caps, shirts, etc.).

Use of the employee feedback program shall have no bearing or effect on Article 4, Section 4 Fitness and Ability and Article 4, Section 7 Layoffs.

The design and administration of the performance feedback program are within the sole discretion of the Company.

#### **ARTICLE 9**

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

Wages will be computed on an hourly basis and rounded to two (2) decimal places 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. 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. Only employees with an existing paper check as of 10/1/18 can maintain receipt of a paper check. If direct deposit is not utilized by the employees, the delivery of paper checks could be delayed due to holidays, inclement weather, or other transportation constraints.

# **SECTION 2. Shift Differential**

Employees who are assigned to a regular permanent shift will receive a shift differential of \$1.25 per hour when working on the night shift.

#### **SECTION 3.** Employee Awards

The Company will provide a list of all awards to the Local Union Business Manager upon request.

The Company will seek prior approval from the Local Union Business Manager on all awards over \$200.00. Such approval will not be necessary for awards being given to the general employee population at a plant or the Company (ex. Safety Awards).

#### **ARTICLE 10 - Payroll Deductions**

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

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

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

# C. Dues Deduction Authorization

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)
Signature
Date

# **SECTION 2.** Payroll Deduction for COPE

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

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

# PAYROLL DEDUCTION AUTHORIZATION FOR IBEW-COPE LOCAL 647

#### **ARTICLE 11**

# **General Provisions**

# Section 1. <u>9011/9012 Helpers</u>

Job No. 9011/9012 - Helpers; Job No. 9021 Laborer; and Job No. 9251 - Clerk, are classifications common to various departments and or plants.

- 1. 901 Helpers will be expected to spend two years training; one as a 9011 Helper and one as a 9012 Helper.
- 2. 901 Helpers accrue no seniority rights in any other classification, but will be assigned occupational group H and will accrue seniority there.
- 3. 9011/9012 Helpers may be required to work with any classification as necessary.
- **4.** 901 Helpers may be stepped up only to Maintenance Operator Helper 1 level and only to cover an area for which they have trained and are fully qualified to cover.
- **5.** The existence of 901 Helpers will in no way prohibit the hiring of new personnel from external sources directly into higher classifications.
- **6.** Posted annual vacation schedules will not be modified as a result of 901 Helpers achieving subsequent training qualifications and therefore, becoming eligible for step-up assignments.
- 7. Advancement out of the 9012 Helper classification is by promotion only.
- **8.** 901 Helpers will be allowed to promote directly into non-shift assignments when justified by seniority and qualification.
- **9.** At the end of two years and subject to fitness and ability the 9012 Helper will be promoted to the MO classification.

# Section 2. Flex Time

The Company may schedule the regular work schedule in accordance with the second paragraph of Article 7, Section 2 (A) and (B), so as to change the regularly scheduled workday to begin at 7:00 a.m. and end at 5:30 p.m. exclusive of time out for lunch. The change in schedule shall be mutually agreeable to management and the majority of employees affected in the plant, but does not apply to employees on shift or those working 4-10 hour days. The schedule shall have the approval of the Business Manager of the Local Union and may be implemented with a one-week notice to the employees. The schedule may be terminated any time with a fifteen (15) day written notice given by a representative of either party (Business Manager for the Union and the respective Plant Manager) to the other, then the schedule will be terminated beginning with the next regular workweek.

# **Section 3. Tool Replacement Policy**

The Company will establish and administer a uniform tool replacement policy providing for the replacement to employees of all personal tools required by the Company in the performance of their duties. Such tools will be replaced only when they have become broken, worn out, or unsafe while used by the employee on Company work. The tools will be of good quality and of standard manufacture. 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.

# Section 4. 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 Plant Manager.

#### Section 5. Commercial Driver's License (CDL)

The Company will purchase Commercial Driver's licenses (CDL) for all employees whose work requires that they have such licenses. 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 business expense reimbursement system.

# Section 6. Multicraft Agreements

#### MO OCCUPATIONAL GROUP

An employee in the MO occupational group will be required to perform work in both maintenance and operations. Each employee in the MO Occupational Group will be designated with a primary skill. A primary skill designation of operator signifies that the employee is in the Control Room Operator (CRO) Track, while a primary skill designation of one of the other journeyman craft skills signifies that the employee is in the Maintenance Technician (MT) Track.

#### **Control Room Operator Track**

**Maintenance Operator (MO):** By progression from MO Helper. Journeyman level skills in power block operations with fundamental skills in coal yard operations (coal plants only), electrical, instrumentation and mechanical crafts. Designated Operator/Electrical, Operator/Instrumentation or Operator/Mechanical.

**Operations Technician (OT):** By promotion from MO. Journeyman level skill in power block operations and journeyman level skill in one or more of the following craft skills: electrical, instrumentation, or mechanical. Designated Operator/Electrical, Operator/Instrumentation or Operator/Mechanical.

**Control Room Operator (CRO):** By promotion from OT among OT's designated on the CRO Track.

#### **Maintenance Technician Track**

Maintenance Operator (M0): By progression from MO Helper. Journeyman craft skills in electrical, instrumentation, mechanical or machinist with fundamental skills in power block operations, coal yard operations, electrical, instrumentation, mechanical and machinist. Designated Electrical/Operator, Instrumentation/Operator, Mechanical/ Operator or Machinist/Operator.

**Operations Technician (OT):** By promotion from MO. Journeyman level skill in power block operations and journeyman level skill in one or more of the following craft skills: electrical,

instrumentation, mechanical or machinist. Designated Electrical/Operator, Instrumentation/Operator, Mechanical/Operator or Machinist/Operator.

**Maintenance Technician (MT):** By promotion from MO or OT. Journeyman level skills in two of the following crafts: electrical, instrumentation, mechanical, machinist or certified welder, in one of the following primary/secondary journeyman skill designations:

Mechanical/Welder Mechanical/Electrical Electrical/Mechanical Electrical/Instrumentation Instrumentation/Electrical Instrumentation/Mechanical Machinist/Mechanical

# TRAINING: It is the expectation that all Maintenance Operators will attain the Technician Level.

Maintenance Operators: All MO employees will be required to have or purchase a set of hand tools. Each MO will receive fundamental skills training and on-the-job training (OJT) in those areas in which they do not already possess those skills. To obtain the Journeyman level MO (job numbers A 3302 and A 3403) each employee must demonstrate proficiency in each of the fundamental skill areas by successfully completing a training module and/or Panel Reviews which will include objective pass/fail testing and a maximum training period for successful completion. The test and/or Panel Review in any module may be repeated by the employee as desired within the allowed time frame. MO's shall not be required to train or test in a skill area in which he or she has already attained journeyman status.

Any employee who fails to pass the required MO training in the required time in any area leading to advancement in the MO classification through Journeyman MO shall be subject to Article 4, Section 4, and thus may be discharged. Provided, however, that before the employee is discharged for having failed to pass a required area of training, the applicable Joint Training Review Board (JTRB) shall review the situation to determine whether the training and testing procedures are appropriate and have been followed.

**Operations Technician:** Journeyman MO's will be promoted to the Operations Technician level after successfully completing the training and demonstration of skills for a second journeyman skill level as determined by the Joint Training Review Board. (MO's at hydro plants will only be required to develop the skills applicable to hydro plants.) MO's advancing to the Operations Technician classification shall be allowed to complete the necessary training and testing to be qualified and promotable to the MT or CRO classification. Advancement to the CRO and MT classifications is by promotion only.

**Maintenance Technician:** Each MT candidate will receive further training and OJT in an additional journeyman craft skill. Each MT candidate must demonstrate journeyman skills in the requisite area in addition to his or her existing journeyman status in order to progress to MT. If an MT candidate fails within the time allowed to become journeyman qualified in a second skill area, the candidate has a continuing obligation to continue training for promotion to MT. During such continuing training, the MT vacancy can be filled by a qualified MO, and the person continuing the training will be assigned to the vacated MO position.

Control Room Operator: Each CRO candidate will receive further training and OJT in control room operations. Each CRO candidate must demonstrate journeyman skills in the control room in addition to his or her existing journeyman status in order to progress to CRO. If a CRO candidate fails within the time allowed to become journeyman qualified in the control room, the candidate has a continuing obligation to continue training for promotion to CRO. During such continuing training, the CRO vacancy can be filled by a qualified OT, and the person continuing the training will be assigned to the vacated OT position.

**Responsibility:** In all courses of training and testing for all skill areas, including that for the MT and CRO positions, the Company shall afford each employee who so requests a fair and ample opportunity to receive training from a trained and experienced person at his or her respective plant, relevant training and instruction in the use of computer-based training and computer-based test-taking. The Plant Manager will be responsible for assuring that all employees are afforded a reasonable opportunity for training. The Plant Manager will maintain a record of all training under this agreement and will provide a copy of the training record to a Business Manager upon request.

# **SENIORITY**

Occupational Groups CP, CY, PO, W, X, MR and Y and all job classifications therein were abolished upon establishment of the MO Occupational Group with job classifications as listed in Schedule "B". Employees in the abolished Occupational Groups retained their seniority in their craft when they were moved to the MO Occupational Group. Promotions and layoffs within the MO Occupational Group are determined by seniority, subject to fitness and ability, within the designated primary skills in the MO job classifications.

The Company will determine the number of positions and combination of skills needed at each plant, and it is understood that the Company is not obligated to fill job vacancies caused by transfer, promotion or attrition, nor does this Agreement affect any other job right it otherwise has to terminate an employee's employment; provided, however, that it is understood that the parties have negotiated a Settlement Agreement dated May 30, 2012 which relates to the possible reassignment of certain "legacy" employees at Independence and White Bluff Plants from shift positions to day positions. This Settlement Agreement supplements the terms and conditions of this Section while it continues to be in effect.

# **CRO Candidates**

- 1 Former Power Block Operators have priority seniority rights to CRO vacancies.
- 2. Former Coal Yard Operators have priority seniority rights to CRO vacancies after all former Power Block Operators have had a promotional opportunity to CRO.
- Employees hired into the MO Occupational Group in the CRO Track will have Seniority
  rights to CRO vacancies after all former Power Block Operators and Coal Yard Operators
  have had promotional opportunities to CRO.
- 4. If there are no employees with seniority rights to the CRO vacancy, any employee can apply for the vacancy through job posting.

#### **MT Candidates**

1. An employee holding seniority in former Occupational Group CP, CY, PO, W, X, MR or Y who is now on shift as an MO or OT has seniority rights to an MT candidate vacancy if

- the employee's former craft occupational group is the same as the primary craft skill in the MT vacancy.
- 2. An employee hired into the MO Occupational Group and designated for the MT Track has a seniority right to an MT candidate vacancy if the employee's designated primary craft skill is the same as the primary craft skill in the MT candidate vacancy.
- 3. Former Power Block Operators and former Coal Yard Operators who are now OT's with a secondary journeyman craft skill have no seniority rights to an MT candidate vacancy.
- 4. An employee hired into the MO Occupational Group and designated for the CRO Track has no seniority right to any MT candidate vacancy.
- 5. If there are no employees with seniority rights to the MT candidate vacancy, any employee can apply for the vacancy through job posting.

# **SHIFTS**

The Company will implement a 4-Shift Rotation at White Bluff and Independence. Employees in the MO classifications in the gas, oil and hydro plants (except MT's) shall work the current 12-hour, 4-shift rotation schedule. MT's will continue to work their current day schedules.

#### **Section 7. Shoe Policy**

All employees must wear safety shoes, which will be in compliance with the Power Generation Safety Manual requirements. The Company will reimburse new employees up to \$150.00 for the purpose of buying two (2) pair of compliant shoes. Employees shall be provided a shoe reimbursement of up to \$150.00 on or after April 1 each year thereafter. Reimbursements shall be paid to an employee as non-taxable business expense reimbursements only after the employee substantiates the expenses in accordance with IRS rules and regulations and supplies the information required by the Company's business expense reimbursement system.

#### **Section 8. Drug Testing Policy**

Effective 1/1/04, the Company will implement a Drug Testing Policy covering preemployment screening, reasonable cause, post-accident, and random screening. The purpose of this policy is to ensure a safe, drug-free work environment for all EAL Power Generation employees on and off the job. This also includes the abuse of prescription drugs as well as illegal drugs. In addition, standards pertaining to alcohol consumption are also included. It is the intent of the Company to follow SAMHSA guidelines for all testing protocols, and to follow the DOT guidelines for circumstances under which testing will be done and substances for which testing will be done.

# **Test Criteria**

- a) Pre-employment screening: 49 CFR 199.105 (a). No employee will be hired unless that person passes a drug test.
- b) Reasonable cause: 49 CFR 199.105 (d). The Company will drug test each employee when there is reasonable cause to believe the employee is using a prohibited drug or alcohol. The decision to test must be based on a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific contemporaneous physical, behavioral, or performance indicators of probable drug or alcohol use.

- c) Post-accident: 49 CFR 199.105(b) and 382.303(B) (2) (I). As soon as possible after a qualifying accident, the company will drug test each employee for whom it is reasonably possible that that employee's impairment was a cause of the accident. A qualifying accident is defined as an accident that occurs during work time or on company property, and that is significant as determined by the Supervisor and reviewed and approved by the Plant Manager or his/her designee. This includes but is not limited to accidents involving vehicles, equipment, and those resulting in an OSHA recordable event(s). The judgement of whether the accident is significant will be based on the circumstances, including the apparent cause of the accident, degree of injury or property damage and other potentially relevant factors, but in any event will only be significant if it is reasonably possibly that the employee's impairment was a cause of the accident.
- d) Random Screening: 49 CFR 199.105 (5). The selection of employees for random drug testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made. The percentage of employees tested initially will be set at 50% per plant per year. Testing will be conducted at a minimum of 4 times per year. After one (1) year, if the positive test percentage is 1% or less, then the percentage tested will drop to 25%. If after the following successive years the positive test percentage increases to above 1%, the percentage tested will return to 50%.

#### Scope

- a. Drug screening will be given to EAL employees in accordance to the Department of Transportation drug testing standards 49 CFR 199, 49 CFR 382, 49 CFR 40. Selection for alcohol testing will be done for reasonable cause as set forth in Paragraph (b) under Test Criteria above.
- b. When an individual is tested for probable cause, he/she may be suspended immediately pending the results of the test. Should the results be positive, as outlined in the above regulations, suspension will continue. The plant manager will initiate a PCA, placing the employee on a no pay status.
- c. Test collection will be conducted on site by a certified laboratory that meets the Department of Transportation criteria.
- d. The testing laboratory will randomly generate names, by site, for testing each quarter.
- e. At the time of providing the urine sample for drug testing, the sample will be separated into two (2) containers, one (1) portion of the original sample shall be kept secure and chemically stable (frozen) and made available for verification of laboratory testing results.
- f. Employees testing positive will be contacted by a DOT certified Medical Review Officer (MRO) to discuss the results prior to notifying the VP, Power Plant Operations.
  - 1. The employee may request a verification test by contacting the MRO within 72 hours of being notified of a positive test. The employee will be allowed to select, from a list provided by the MRO, a second certified laboratory to test

the remaining original sample. Such testing will be at the employee's expense. If the result of the verification test is negative, the initial test will be considered voided and the employee will be reimbursed for the cost of the independent test and paid for all time off without pay.

- 2. A positive drug test will result in suspension and require the employee to meet the following two (2) criteria within 45 days:
  - a. A Substance Abuse Professional must evaluate the employee. The employee must attend a treatment program, if recommended by the SAP and return to work only after the SAP provides a written report to the company recommending the employee be allowed to return to work.
  - b. The employee must then submit to a return to duty drug and alcohol test within 3 days of completion of f (2) (a). If the return to duty test result is negative, the employee shall be reinstated in a timely manner.
  - c. Employees who elect not to submit to an additional test will be terminated
  - d. Should the employee fail to comply with the Substance Abuse Professional's recommendations, the employee will be terminated.
  - e. Should the employee's return to duty test result be reported as positive, the employee will be terminated.
- 3. Employees reinstated under the provisions above will be subject to follow-up tests as set forth in the DOT drug and alcohol testing guidelines 49 CFR 199, 49 CFR 382, 49 CFR 40. If during the follow-up period of the employee's reinstatement to work, the employee tests positive, the employee will be terminated. If the employee does not have a positive drug screen during the period required, he/she will not be subject to further re-tests and will be treated like any other employee. Employee testing positive for a third (3<sup>rd</sup>) time in his/her employment with Entergy, will be terminated. Any combination of positive drug/alcohol test results may be used to reach the prescribed employment termination level of three (3).
- 4. In the event an employee's test result indicates an adulterated or substituted sample, the employee's test results will be treated as a refusal and the employee will be terminated.
- 5. Should an employee voluntarily admit himself for rehabilitation treatment and is released to return to work, he shall be subject to Six (6) unannounced tests in a twelve month (12) period commencing with his/her return to work. If the employee voluntarily admits himself/herself for rehabilitation treatment prior to providing a sample, a voluntary admit does not count as a positive test for the purposes of Supervisor Guidelines (c) below. However, should any retest fail to meet the standards referred to above, will be treated as a positive and the employee shall be subject to the conditions of this agreement unless the retest is a third (3<sup>rd</sup>) positive.

#### Supervisor Guidelines for Drug and Alcohol Screening

- a. Employee is notified to provide a sample.
- b. Employee provides sample.

- c. If negative, employee's name will be returned to "random pool" for the possibility of selection at a later date.
- d. If positive, the employee will be contacted by a Medical Review Officer (MRO) who will discuss the results with the employee and review why the results are showing the narcotic.
- e. If employee can provide proof of why the narcotic is legally present in his/her system then the MRO can change the results to a negative (see c above).
- f. If the employee cannot provide proof of why the narcotic is legally present in his/her system, then the MRO reports the results as positive to the **VP**, **Power Plant Operations**.
- g. The EAL **VP**, **Power Plant Operations** notifies Human Resources. Human Resources contacts the Plant Manager (or highest level of management on site at the time).
- h. Employee meeting is held with the Plant Manager (or highest level of management on site at the time), Human Resources and a Union Representative (if bargaining unit employee and the employee request representation).
- Employee is suspended and provided with instructions on what he/she must do to return to work, these are:
  - 1. Employee must contact the EAP at 1-888-830-7880 and report that he is a Power Generation Entergy employee who has tested positive during a random screening.
  - 2. Employee has the right to request a confirmation test at his own expense. This test will be conducted using the "split sample" method. Human Resources will assist if the employee requests this option.
  - 3. The EAP will set up an appointment with a Substance Abuse Professional to screen the employee to determine treatment requirements. This appointment will be made as soon as possible, based on the availability of the professionals in the area.
  - 4. The employee MUST make the appointment and follow the directions of the professional completely. If instructions are unclear, employee should contact the EAP or Human Resources immediately to prevent delay in treatment and / or return to work.
  - 5. Once the employee has been released to return to duty by the Substance Abuse Professional the employee must submit to a return to duty drug screen within 3 days of his / her release. This drug screen must be negative. If positive, the employee will be terminated.
  - 6. If the employee does not successfully complete all recommended treatments by the Substance Abuse Professional employee will be terminated.
  - 7. The Substance Abuse Professional will notify the EAP that the employee has been released to return to duty. Upon this notification, the employee will be sent a return to work drug screening kit to his home via an overnight delivery service. This kit will contain instructions on where to go and what to do to provide the sample.
  - 8. Once the sample is collected, it will be sent to an approved lab for testing. Results will take at least 2 days.
  - 9. If the sample is negative, the EAL **VP**, **Power Plant Operations** is notified, who in turn notifies HR and the Plant Manager to return the employee to duty.
  - 10. If the sample is positive, the employee is terminated.
  - 11. Once the employee returns to work he/she will be subject to 6 unannounced tests for up to 12 months after successfully completing the required treatment regimen of the Substance Abuse Professional.

#### Section 9. Prescription Safety Eyewear

Bargaining Unit employees are eligible for one pair of prescription safety eyewear that meets the requirements of the Power Generation Safety Manual every two years. Employees will be reimbursed up to \$250 for frames and prescription lenses. Only glasses damaged on the job or

due to other job related instances will be replaced on a case by case, as needed basis. Should the employee's prescription change during this period, they will be eligible for reimbursement of up to \$100 for replacement lenses. Employees will be reimbursed through Concur with the applicable receipts.

#### 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: Retirement Plan, Appendix F, the Cash Balance Plan, Savings Plan I, 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 on and 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 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 after April 1, 2016 due to a transfer or otherwise are hereinafter referred to as "Cash Balance Plan Participants."

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, 2022 are hereinafter referred to as "Savings Plan IX Participants."

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

For the term of this Agreement, the Company will allow eligible Continuing 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 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 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 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.

# SECTION 2. Life Insurance Plan.

For the term of this Agreement, the Company will allow eligible full-time bargaining unit employees to participate in the below described 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, 2024" (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, the following coverages under the Life Insurance Plan shall be available to eligible full-time bargaining unit employees:

- 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 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, as described in the Life Insurance Plan SPD, 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.

Cash Balance Plan Participants and Savings Plan IX 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 the "Entergy Benefits Plus Long Term Disability Plan Summary Plan Description, effective January 1, 2024" (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 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.

#### **Disability Rating**

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 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 the "Entergy Benefits Plus Dental Plan Summary Plan Description, effective January 1, 2024" (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 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, 2024" (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 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 Plan 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 SPD.

#### 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 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 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 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 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 active employee 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 term of this Agreement, a smoking and tobacco usage surcharge will be added to a bargaining unit employee's Medical Plan premium cost calculated as described in Section 5.B. above, if the bargaining unit employee is unable to certify that the bargaining unit employee, the bargaining unit employee's covered spouse, and/or the bargaining unit's covered child(ren) age 18 or older have not used any smoking or tobacco products within the previous 12-month period. From the Effective Date of this Agreement through the remainder of the 2025 Plan Year, the smoking and tobacco usage surcharge shall be an amount equal to \$59 per month, 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. If the company removes tobacco surcharge for non-bargaining employees of Entergy Arkansas, LLC, or a successor Entergy System Company employer, during the term of this Agreement, it will also remove the surcharge for bargaining unit employees.

# 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 the "Entergy Benefits Plus Reimbursement Plan Summary Plan Description, effective January 1, 2024" (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 bargaining unit 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 the "Entergy Benefits Plus Vision Plan Summary Plan Description, effective January 1, 2024" (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 Employees and Cash Balance Plan Participants

For the term of this Agreement, the Company will allow eligible Continuing Employees and Cash Balance Plan 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 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 on the myEntergy webpage.

For the term of this Agreement, participating Continuing Employees and Cash Balance Plan 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 Employees equal to 70% (\$0.70 for each dollar) of the participating Continuing Employee's elective salary deferral contributions, after-tax contributions, and Roth contributions, excluding Roth catch-up and traditional catch-up

contributions, that do not exceed 6% of the participating Continuing Employee's regular earnings (base pay) each pay period.

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

Continuing Employees and Cash Balance Plan 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 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 document, Summary Plan Description and Summaries of Material Modification, 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

#### B. Savings Plan Benefits for Savings Plan IX Participants

For the term of this Agreement, the Company will allow eligible Savings Plan IX Participants to participate in the Savings Plan of Entergy Corporation and Subsidiaries IX or its successor plan (the "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 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 Participants shall be enrolled automatically in Savings Plan IX at a salary deferral contribution rate of 5% of the Savings Plan IX Participant's regular earnings as soon as administratively feasible after the expiration of 60 days following the Saving Plan IX Participant's most recent hire date or rehire date, unless the Savings Plan IX 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 Participants equal to 100% (\$1.00 for each dollar) of the Savings Plan IX 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 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 Participant of up to 4% of the Saving Plan IX Participant's regular earnings (bases pay), if the Savings Plan IX Participant is employed by the Company on the last day of the Plan Year and regardless of whether the Savings Plan IX Participant elects to make salary deferral contributions.

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.

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. Teamsharing**

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. The Company and Union will meet and discuss annual goals related to the Incentive Plan prior to finalization of goals. 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 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 Plan" and collectively, the "Benefits Plus Health Plans") or the Entergy Corporation Companies' Retiree Health Plan, (the "Retiree Health Plan"), as applicable, shall be eligible for retiree health benefits as follows:

#### • Coverage for Pre-Medicare Retirees

For the term of this Agreement, full-time Continuing Employees who have not attained their Medicare Eligibility Date, as the 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, full-time Continuing Bargaining Unit Employees who retire during the term of this Agreement, who otherwise satisfy eligibility requirements for retiree benefits under the Retiree Health Plan, and who attained their Medicare Eligibility Date, as that term is defined in the Retiree Health Plan ("Medicare-eligible Retirees"), shall not be eligible for benefits 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 in the Via Benefits insurance marketplace a Medicare Supplement Plan (Medigap), a Medicare Advantage Plan, or a Medicare Part D prescription drug plan. The annual reimbursable amount under the HRA for the 2023 Plan Year shall be \$1,136 per Medicare-eligible Retiree and per Medicare-eligible Spouse. Beginning January 1, 2026 and for the remaining term of this Agreement, the annual reimbursable amount under the HRA shall not increase by more than the lesser of the annual rate of inflation as determined each February or four percent.

#### • Coordination with Medicare

If a full-time Continuing Employee retires during the term of this Agreement and is eligible for retiree health benefits under the Medical Plan or the retiree health plan, and also is Medicare-eligible at the time he or she retires or becomes Medicare-eligible any time thereafter during the term of this Agreement, Medicare shall be the retiree's primary coverage once the retiree becomes Medicare eligible, even if the retiree fails to enroll in Medicare, and the Medical Plan or the Retiree Health Plan, as applicable, shall be 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.

Cash Balance Plan Participants and Savings Plan IX 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 postemployment 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 – 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the  $1^{st}$  day of September, 2025.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

ENTERGY ARKANSAS, LLC. COMPANY

Brian Erwin

Business Manager - Local 647

IBEW Local 647

Chris Bodiford

Assistant Business Manager

IBEW Local 647

Louise Duncan

VP, Power Plant Operations

Will Gray

Labor Relations Manager

Schedule "B"

JOB NO	NO OCCUPATIONAL GROUP JOB CLASSIFICATION		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE	
			SEPT. 1	1, 2025	SEPT.	1, 2026	SEPT. 1	, 2027	SEPT.	1, 2028	SEPT. 1	1, 2029
	TEAM ELECTRIC TATIONS	WHITE BLUFF - INDEPENDENCE	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
*A3300	MO	CONTROL ROOM OPERATOR	9241.84	53.32	9614.29	55.47	9902.71	57.13	10199.80	58.84	10505.79	60.61
*A3301	MO	MAINTENANCE TECHNICIAN	8559.08	49.38	8904.01	51.37	9171.13	52.91	9446.26	54.50	9729.65	56.13
*A3315	MO	OPERATIONS TECHNICIAN	8559.08	49.38	8904.01	51.37	9171.13	52.91	9446.26	54.50	9729.65	56.13
A3302	MO	MAINTENANCE OPERATOR	8249.56	47.59	8582.02	49.51	8839.48	51.00	9104.66	52.53	9377.80	54.10
A3306	MO	MAINTENANCE OPERATOR 1	7936.40	45.79	8256.24	47.63	8503.93	49.06	8759.04	50.53	9021.82	52.05
A3308	MO	MAINTENANCE OPERATOR HELPER 2	7047.90	40.66	7331.93	42.30	7551.89	43.57	7778.45	44.88	8011.80	46.22
A3310	МО	MAINTENANCE OPERATOR HELPER 1	5744.29	33.14	5975.78	34.48	6155.06	35.51	6339.71	36.58	6529.90	37.67
*A9012	Н	HELPER OVER 1 YR.	4764.75	27.49	4956.77	28.60	5105.48	29.45	5258.64	30.34	5416.40	31.25
A9011	Н	HELPER - 1ST YR.	4025.55	23.22	4187.78	24.16	4313.42	24.89	4442.82	25.63	4576.10	26.40
A3195	D	PLANT CHEM. & ENVIRN. TECH.	8176.73	48.40	8506.26	50.35	8761.44	51.86	9024.29	53.42	9295.02	55.02
A3194	D	PLANT CHEM. & ENVIRN. TECH. III	6945.95	40.07	7225.87	41.69	7442.64	42.94	7665.92	44.23	7895.90	45.55
A3193	D	PLANT CHEM. & ENVIRN. TECH. II	6186.72	35.69	6436.04	37.13	6629.12	38.24	6828.00	39.39	7032.84	40.57
A3192	D	PLANT CHEM. & ENVIRN. TECH. I	5689.67	32.83	5918.96	34.15	6096.53	35.17	6279.42	36.23	6467.81	37.31
72077												
A3204	F	PLANT STOREKEEPER	6224.95	37.75	6475.82	39.27	6670.09	40.45	6870.19	41.66	7076.30	42.91
A3203	F	STOREKEEPER - OV. 2 YRS.	5394.71	31.12	5612.12	32.38	5780.48	33.35	5953.90	34.35	6132.52	35.38
A3202	F	STOREKEEPER - OV. 1 YR.	4639.13	26.76	4826.08	27.84	4970.87	28.68	5119.99	29.54	5273.59	30.42
A3202 A3201	F	STOREKEEPER - 1ST YR.	4103.84	23.68	4269.23	24.63	4397.30	25.37	4529.22	26.13	4665.10	26.91
A3201	1	STORERELI EK - 131 TK.										
A9022		LABORER - PLANT	3645.03	21.03	3791.92	21.88	3905.68	22.53	4022.85	23.21	4143.54	23.91
	*Advance by Promotion Only.								•			
Note: Job #9011, 9012, 9021 and 9031 apply to all Plants and Departments												
									I			

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	WAGE RATE EFFECTIVE SEPT. 1, 2025		WAGE RATE EFFECTIVE SEPT. 1, 2026		WAGE RATE EFFECTIVE SEPT. 1, 2027		WAGE RATE EFFECTIVE SEPT. 1, 2028		WAGE EFFEC SEPT. 1	CTIVE
STEAM ELECTRIC STATIONS		LAKE CATHERINE & HYDRO PLANTS	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
*A3400	МО	CONTROL ROOM OPERATOR	9159.91	52.85	9529.05	54.98	9814.92	56.62	10109.37	58.32	10412.65	60.07
*A3402	МО	MAINTENANCE TECHNICIAN	8458.94	48.80	8799.84	50.77	9063.83	52.29	9335.75	53.86	9615.82	55.48
*A3415	МО	OPERATIONS TECHNICIAN	8458.94	48.80	8799.84	50.77	9063.83	52.29	9335.75	53.86	9615.82	55.48
A3403	МО	MAINTENANCE OPERATOR	8176.73	47.17	8506.26	49.07	8761.44	50.55	9024.29	52.06	9295.02	53.63
A3406	MO	MAINTENANCE OPERATOR 1	7936.40	45.79	8256.24	47.63	8503.93	49.06	8759.04	50.53	9021.82	52.05
A3408	MO	MAINTENANCE OPERATOR HELPER 2	6381.53	36.82	6638.71	38.30	6837.87	39.45	7043.00	40.63	7254.29	41.85
A3409	MO	MAINTENANCE OPERATOR HELPER 1	5744.29	33.14	5975.78	34.48	6155.06	35.51	6339.71	36.58	6529.90	37.67
*A9012	Н	HELPER OVER 1 YR.	4764.75	27.49	4956.77	28.60	5105.48	29.45	5258.64	30.34	5416.40	31.25
A9011	Н	HELPER - 1ST YR.	4025.55	23.22	4187.78	24.16	4313.42	24.89	4442.82	25.63	4576.10	26.40
A3206	F	PLANT STOREKEEPER - HYDRO	6224.95	35.91	6475.82	37.36	6670.09	38.48	6870.19	39.64	7076.30	40.82
A3203	F	STOREKEEPER - OV. 2 YRS.	5394.71	31.12	5612.12	32.38	5780.48	33.35	5953.90	34.35	6132.52	35.38
A3203	F	STOREKEEPER - OV. 1 YR.	4639.13	26.76	4826.08	27.84	4970.87	28.68	5119.99	29.54	5273.59	30.42
A3202	F	STOREKEEPER - 1ST YR.	4103.84	23.68	4269.23	24.63	4397.30	25.37	4529.22	26.13	4665.10	26.91
A3201	Γ	STOREREEFER - 181 IR.										
A9022		LABORER - PLANT	3645.03	21.03	3791.92	21.88	3905.68	22.53	4022.85	23.21	4143.54	23.91
*Advance by Promotion Only.												
Note: Job #9011, 9012, 9021 and 9031 apply to all Plants and Departments									1			

JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE		WAGE RATE EFFECTIVE	
	GROOT		SEPT.	1, 2025	SEPT.	1, 2026	SEPT. 1	, 2027	SEPT.	1, 2028	SEPT. 1	, 2029
	ну	YDRO PLANTS	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
*A3401	МО	MAINTENANCE OPERATOR TECHNICIAN	8458.94	48.80	8799.84	50.77	9063.83	52.29	9335.75	53.86	9615.82	55.48
A3010		TEMPORARY FOREMAN - POWER PLANTS										
JOB NO	OCCUPATIONAL GROUP	JOB CLASSIFICATION	WAGE EFFE		WAGE EFFE		WAGE I		WAGE EFFE		WAGE EFFEC	
	GKOUI		SEPT.	<u> </u>	SEPT.		SEPT. 1		SEPT.		SEPT. 1	, 2029
	OFFICE CLASSIFICATIONS		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
A1254	CL	CLERK IV - PLANT	5010.55	28.91	5212.47	30.07	5368.85	30.97	5529.91	31.90	5695.81	32.86
*A1253	CL	CLERK III - PLANT	4772.04	27.53	4964.35	28.64	5113.28	29.50	5266.68	30.38	5424.68	31.30
*A1252	CL	CLERK II - PLANT	4351.46	25.10	4526.82	26.12	4662.63	26.90	4802.50	27.71	4946.58	28.54
A1251	CL	CLERK I - PLANT	3896.28	22.48	4053.30	23.38	4174.90	24.09	4300.15	24.81	4429.15	25.55
A1250	CL	CLERK - PLANT	3572.20	20.61	3716.16	21.44	3827.64	22.08	3942.47	22.75	4060.75	23.43
*Advance by	*Advance by Promotion Only.											
Note: Job #9011, 9012, 9021 and 9031 apply to all Plants and Departments												

# **Letter of Understanding**

This Letter of Understanding is between Entergy Power Generation ("the Company") and Local No. 647 of the International Brotherhood of Electrical Workers ("the Union"). The intent of this letter is to address the talent transition guidelines implemented by Entergy Power Generation.

At this time, Entergy has implemented talent transition plan guidelines that are currently being followed at deactivating sites across the Power Generation fleet as an effort to streamline the placement of affected employees. These guidelines are effective within two years of a site's / unit's closure date.

The guidelines are set as follows:

- This process shall be used for employees transferring to an available, equivalent position.
- All promotions (that are not in the typical progression OR in-family) will continue to follow the traditional hiring process.
- · All roles will be posted internally for 7 days.
- During this time any impacted internal employee that applies shall be given priority for consideration on available, equivalent positions. Once the posting has closed, the hiring Manager will work with HR to identify any impacted employees.
- Hiring managers will be able to forego the formal interview process and informally screen and select impacted qualified employees.
- A placement review board (consisting of HR, the hiring manager and the impacted jurisdictional VPs) will approve the move prior to placements being finalized.
- If business needs evolve, the Company and Union agree to meet and address any
  conflicts that may arise with this Letter of Understanding.

The intent of this letter is understood by	the Company and the Union based on the signatures and
dates below.	
For the Company	For the Union
12-11-24	12/11/24
Date	Date

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