

COLLECTIVE AGREEMENT

BETWEEN:

**BIF III Holtwood LLC
"Company"**

AND:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1600
"Union"**

August 27, 2017 – August 27, 2022

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Amended and Restated Agreement

This AGREEMENT, is made and entered into by and between Local Union No. 1600 of THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.- C.I.O. (hereinafter referred to as the "Union") and BIF III Holtwood LLC and its successors and assigns, hereinafter referred to as the "Company" or "Employer".

WHEREAS, the Union and PPL Corporation had entered into a collection bargaining agreement dated March 31, 2016; and

WHEREAS, the Company acquired the assets of the Holtwood and Wallenpaupack facilities, including this Agreement, on April 1, 2016; and

WHEREAS, the parties have agreed to amend and restate this Agreement as of August 27, 2017 to more accurately reflect the operation of the Holtwood and Wallenpaupack facilities by the Company.

An absolute precondition to the sale, lease, transfer, or takeover by sale, lease, transfer, assignment, corporate reorganization, receivership, bankruptcy proceedings of the entire operation, or any part thereof is that any purchaser, transferee, lessee, or assignee shall agree and become party to and bound by all the terms, conditions, and obligations of the Agreement.

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Union and the Company.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, the parties agree that:

Purpose

The Company is engaged in a number of business operations in both regulated and non-regulated sectors which furnish essential public services which vitally affect the health, safety, comfort and general well-being of the people living in the area served by the Company. The very existence of these sectors is conditioned and dependent upon the faithful performance of its charter obligations and responsibilities in serving the public at large.

These obligations and responsibilities, which apply to both the Union and the Company, require that any difference arising between them be adjusted and settled in an orderly manner without interruption of service to the public.

In view of such obligations and responsibilities on the part of both the Union and the Company and in order that the Company, its employees and the general public may mutually benefit, it is agreed as follows:

Article I - Representation

Section 1: Recognition

- A. Pursuant to the Certification issued by the National Labor Relations Board to Local Union No. 1600 and to the former Local Union No. 1520, both of the International Brotherhood of Electrical Workers, in Bargaining Units which have merged, the Company recognizes the Union, Local Union No. 1600, as the exclusive bargaining agent for all of the Company's physical, clerical, part-time (bargaining unit) who work less than twenty (20) hours per week, and specific temporary employees, excluding full-time or part-time (less than 20 hours per week) (1) confidential secretaries, executives, managerial employees and all supervisory employees and guards within the meaning of the National Labor Relations Act, (2) all professional engineers and all other professional employees of the Employer within the meaning of the National Labor Relations Act, and (3) college undergraduates employed by cooperative and summer employment.
- B. Whenever the word "employee" appears hereafter in this Agreement, it shall be considered to refer only to those employees for whom the Union is, in the preceding Paragraph of this Article, recognized as the bargaining agent. The job titles of the eligible employees are listed in Exhibit A attached hereto and made a part hereof. It is understood that the job titles listed in Exhibit A are those which are currently active. Other titles may be established, or inactive titles activated or titles eliminated at any time as provided in Section 1 of Article VI.

Article II – Company-Union Relations

Section 1: Union Shop

- A. All employees eligible for Union membership as described in Article I will be required to be members of the Union as a condition of continued employment.
- B. For the purposes of this Section 1, an employee will be considered to be a member of the Union:
 - I. If there is in effect for him an authorization for deduction of the Union's standard dues and assessments.
 - OR
 - II. If in fact his/her standard dues and assessments have been paid or tendered to the Union.
- C. All presently employed, new and rehired employees who are covered by this Agreement, upon completion of a period of employment of thirty (30) days, must, as a condition of continued employment, tender the initiation fees, standard dues and assessments uniformly required as a condition of acquiring and retaining membership in the Union. It is agreed that the Financial Secretary of the Union shall notify the Company by certified mail when a member of the Union has become delinquent in tendering either the standard dues, initiation fees or assessments uniformly required and the Company shall discharge said member at the end of thirty (30) days after receipt of such notification, unless said member tenders to the Union the delinquent dues, initiation, or assessment fees during this thirty (30) day period where upon the Financial Secretary of the Union shall immediately so notify the

Company, in writing by certified mail. The Union agrees to accept and retain as members all such employees without discrimination. The Union agrees that it will not require the Company to discharge any such employee for any reason other than failure of the employee to tender the standard dues, initiation fees, or assessments uniformly required as a condition of acquiring or retaining membership in the Union.

- D. The Company agrees to deduct Union dues and assessments from the pay of each employee from whom it receives a lawful written authorization and will continue to make such deductions while the authorization remains in effect. Such deductions shall be made from the payroll for the month following the month in which written authorization is received by the Company. The sums so collected shall be paid by the Company to the Financial Secretary of the Union.

Section 2: No Solicitation on Company Time

The Union, its agents or any of its members shall not solicit employees for Union membership, collect dues or engage in other Union activities on Company time. However, nothing herein is intended to restrict normal conversation between employees that does not interfere with the efficient performance of work.

Section 3: Regulation - Government Agencies

The parties hereto recognize that the business of the Company is subject to regulation by the Pennsylvania Public Utility 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 4: Cooperation

- A. In fulfilling its responsibilities, the Union agrees that the employees covered by this Agreement will individually and collectively perform safe, efficient and diligent service; will cooperate in gaining the maximum efficiency in the use of men and materials; will respect and abide by the Company's rules and regulations; will use their influence and best efforts to protect the interests of the Company; and will cooperate in promoting and advancing the welfare of the Company at all times as a matter of enlightened self-interest.
- B. The Company agrees to use its best efforts to obtain a fair and impartial administration of this Agreement by its supervisors.
- C. The Company and the Union agree to continue their policy of being an Equal Opportunity Employer and of non-discrimination against any individual because of such individual's race, color, religion, sex, handicap, national origin, age, veterans' status, sexual orientation or any other legally protected status.
- D. Wherever in this Agreement a male noun or pronoun is used in reference to an employee, it is intended to include either male or female employees.

Section 5: Functions of Management

- A. The Company will have the right to contract out work when needed skills are not available from present employees; when public and customer relations require it; when present employees cannot complete the work in the required time; or when peaks of work would require a temporary increase of the Company's forces with subsequent lay-off of such additional forces. No employee will be laid off or suffer loss of regular straight time pay as a result of this provision.
- B. It is understood and agreed, however, that the functions of Management referred to in Article II, Sections 5 and 6 are not all-inclusive and that the omission of any of the usual inherent and fundamental rights of Management does not constitute a waiver of such rights by the Company.

Section 6: Management Rights

- A. The Company retains the exclusive right to manage the business and all of its operations and businesses, to direct and control the business and workforce, and to make and any and all decisions affecting the Employer, including, but not limited to the following: open, close, consolidate, reorganize, relocate, expand or contract any of the Employer's operations, businesses, facilities or assets by acquisition, merger, sale or other means;
 - 1) plan, determine, direct and control the nature and extent of all its operations and commitments
 - 2) determine, install, introduce, modify, remove, discontinue or end any method, procedure, policy, material, equipment, uniform, and operation used or to be used by employees
 - 3) maintain efficient operations
 - 4) subcontract any work
 - 5) hire, train and promote employees
 - 6) assign work and overtime to employees including determining the employees to who to assign work and overtime and the order of assigning them for overtime work
 - 7) select and determine the number of its employees
 - 8) set or modify standards and methods of performance and evaluation and determine and evaluate competency
 - 9) assign employees to and remove employees from any Employer-owned vehicles
 - 10) promulgate, amend and enforce reasonable work rules, regulations, policies and procedures
 - 11) promulgate, amend and enforce rules, regulations and policies to implement the Family and Medical Leave Act, the Americans With Disabilities Act, the Uniformed Services Employment and Reemployment Rights Act and the Patient Protection and Affordable Care Act
 - 12) determine, modify, change, abolish and otherwise set job content, qualifications and work duties of employees
 - 13) create, change, combine or abolish employee classifications
 - 14) require employees to record their hours of work (including meal periods) and work performed in any manner
 - 15) determine whether to offer modified duty and determine employee eligibility for modified duty
 - 16) transfer employees from one job function to another on a temporary or regular basis

- 17) determine medical and health care standards and fitness for duty and require fitness for duty tests
 - 18) manage benefits and associated vendors including but not limited to medical, dental, vision, LTD, STD
 - 19) meet and discuss with employees' issues of Employer or employee concern
 - 20) in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not
- B. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.
- C. Should a specific provision of this Agreement, Memorandum or other written document signed by the parties directly conflict with, modify or restrict an enumerated right under this Article, the specific provision of the Agreement shall prevail over the enumerated right.

Section 7: No Strikes or Lockouts

Under no circumstances shall there be any strike, stoppage, cessation of work, sympathy strike, slow down, picketing, concerted refusal to work overtime, concerted mass sickness, continuous Union meetings, labor holidays or other interference with or interruption of the Company's business during the term of this Agreement. Any employee who violates the foregoing provisions shall be subject to immediate discharge. Such discharge shall not be subject to arbitration except on the limited issues as to whether the employee has engaged in the prescribed activity. Under no circumstances shall there be any lockout during the term of this Agreement.

Section 8: Meetings and Conferences

- A. The Company agrees that its accredited representatives will meet with the accredited representatives of the Union on all questions that may arise under the provisions of this Agreement.
- B. When meetings are arranged, and are to be held during working hours, each Union representative who is an employee of the Company shall give their immediate supervisor at least twenty-four (24) hours' notice, when possible, prior to any such meeting, in order that arrangements can be made to relieve him from duty.
- C. Union representatives who are employees of the Company will be paid at their regular rates for time spent during scheduled working hours while attending such meetings, and will be paid for travel expenses (mileage reimbursement per Article VIII, Section 13). Lodging, meals or any other expenses will not be paid, unless the parties specifically agree otherwise. These types of meetings include Voluntary Protection Program (VPP), Health & Safety Committees, Job Safety Analysis (JSA), and other meetings/conferences agreed to by the Company. Company approval is required for the number of paid participants for each of these meetings and conferences. Union representatives will not be paid for time spent in attendance at arbitration cases.

- D. The Company will pay three (3) Union representatives who are employees of the Company their regular rates for time spent during scheduled working hours while attending joint meetings for the purpose of contract negotiations. They will not be paid for any expenses incurred.
- E. The designated representatives of the Company and the Union shall conduct joint Meet and Discuss Sessions on items of mutual interest. Requests shall be made by either party in writing and the parties shall then mutually agree to meet within a reasonable period of time. This provision shall not alter the application or interpretation of the existing provisions of the Contract unless mutually agreeable to both parties.

Section 9: Use of Bulletin Boards

Bulletin board space provided by the Company for the use of the Union shall not be used by the Union or its members for disseminating propaganda of a controversial or political nature, nor the posting of notices of an inflammatory nature.

Section 10: Leave of Absence - Union Representatives

- A. Employees elected or appointed to a Local 1600 Union Office requiring their absence from work, upon written request presented reasonably in advance, will be granted a leave of absence without pay, if the Company's operating conditions permit, for a period not to exceed three (3) years. Before a leave of absence is granted, the employee shall be required to undergo a physical examination, equivalent to the current pre-employment examination, performed by a qualified physician, to be paid by the Union, with results submitted to the Company's Medical Department. The employee will accumulate Seniority and Company Service during such leave of absence.
- B. Individuals requesting a return from an authorized Local Union 1600 leave of absence, shall undergo a physical examination by a qualified physician, identical to the physical taken before beginning the leave of absence, to be paid by the Company prior to the return, with the results submitted to the Company's Medical Department. If the Company has had sufficient notice in writing, and the individual is medically qualified to perform the job duties of the former job classification, the individual shall be reinstated to that job classification at the former work location provided the individual is qualified to perform the work. If the individual is not medically qualified to be reinstated to the former job classification, the Company, Union and Employee will meet to determine if additional job protection or accommodation is required, in accordance with Article VIII, Section 6 of this Agreement. Such person shall remain on leave of absence status until a determination is made, and the employee is provided with a job classification.

When returning to the former job classification at the former work location, the employee with least seniority in that job classification at that work location shall return to his/her former job classification. Such return and any subsequent moves as a result of the reinstatement shall be administered in the same manner. Employees forfeit any promotional opportunities which occurred during the leave of absence. When returned to employment, they shall be entitled to pro-rated vacation as set forth in this Agreement (see Article VII, Section 1).

- C. A Union representative, while on leave of absence, may participate in the following Company plans and the total cost of coverage under such plans shall be borne by the Union or the Union representative:
- 1) Group Life Insurance
 - 2) Retirement Plan
 - 3) Health Care Plan Options
 - 4) Accidental Death or Dismemberment
 - 5) Dental Plan Options
 - 6) Vision Care Plan

Article III – Grievance Procedure

Section 1: Definition

The term grievance shall mean any dispute or disagreement arising over the meaning and application of the terms and provisions of this Agreement.

Section 2. Time Limits

- A. Failure to comply with any of the prescribed time periods in each step of the Grievance Procedure contained herein, shall constitute forfeiture of the grievance by the delinquent party unless the parties have jointly agreed to waive such time limits.
- B. The working days specified in this Grievance Procedure exclude Saturdays, Sundays and holidays.

Section 3: Grievances

- A. Before a written grievance may be submitted, the aggrieved employee or the aggrieved employee and the Union Steward must discuss the complaint with the appropriate supervisors within five (5) working days from the date of occurrence giving rise to the grievance. The employee or Union Steward must clearly notify the supervisor at the beginning of the meeting that it is a meeting under this Section. The Company must submit their response within 5 working days of this complaint meeting.
- B. Grievances in order to be considered and be subject to adjustment must be made in writing, signed by the aggrieved employee, and must specify the Article and Section of the Agreement upon which the grievance is based, within ten (10) working days from receipt of the complaint discussion response. Any individual employee or group of employees shall have the right to present grievances and to have them adjusted, provided such adjustment is not inconsistent with the terms of this Agreement and a Union representative has been given opportunity to be present at such adjustment.
- C. Grievances involving one employee shall be taken up with the employee's immediate supervisor. Grievances involving more than one employee in the same general group (operators at one power plant, clerks in one department, etc.) shall be taken up with the first common immediate supervisor of all the employees involved.

- D. Grievances involving the discharge of an employee may be taken directly to the Arbitration step of the Grievance Procedure by either party. There must be one meeting between the Company and the Union following the written grievance and prior to Arbitration being scheduled.
- E. Within ten (10) working days of receiving the written grievance, the appropriate supervisor shall submit a written response to the grievant and a copy to the Union Steward.

Section 4: First Step

- A. If the appropriate supervisor's response does not settle the grievance, then within ten (10) working days of the aforesaid response, the grieving party shall notify the appropriate supervisor in writing that a disagreement still exists. Within ten (10) working days of the aforesaid notice the appropriate supervisors, Union Steward and employee shall meet to resolve the grievance.
- B. Then the Steward, Chief Steward, Grievant and Local 1600 President or his/her designee shall meet with the designated Company representative(s) and endeavor to reach a satisfactory settlement. These meetings will be scheduled upon the completion of the fact-finding investigation but at no time shall they be held more than sixty (60) days after the complaint meeting. Meetings will be held at a place mutually agreed upon, with due consideration to minimizing the travel time and costs incurred by both parties. Upon mutual agreement, the parties are permitted to use voice or video conferencing to minimize the travel time and costs incurred.

Section 5: Mediation

- A. If no satisfactory settlement is reached at the first step, within five (5) working days the grievance may be submitted to mediation utilizing the Federal Mediation & Conciliation Services ("FMCS"). The grievant may be in attendance at mediation. Termination grievances, will not be submitted to mediation.
- B. Grievances submitted for mediation will be scheduled by the parties in conjunction with FMCS and at no time will mediation be held later than sixty (60) days from the conclusion date of the First Step. The Company and Union will mutually agree prior to the end of Mediation on a timeline for responses.
- C. The Union may elect to proceed to arbitration in accordance with Article III, Section 5 for any grievances that are not submitted to mediation or that remain unresolved after mediation.
- D. Termination grievances submitted for arbitration will be heard in its entirety within six (6) months of the occurrence.

Section 6. Arbitration

- A. If a settlement is not reached at the conclusion of the Mediation discussion and the grievance concerns the meaning or application of the terms of this Agreement, either party shall have the right to submit it to arbitration in the following manner:
 - 1) A request for arbitration of said grievance must be submitted by either party to the other not later than fifteen (15) working days, but not thereafter, exclusive of Saturdays, Sundays and

holidays from the last meeting held with the designated representatives of the President or said grievance shall no longer exist. In the event, such written notice is given by either party to the other, within ten (10) working days' steps shall be taken by the Company and the Union for appointment of an arbitrator, in accordance with the Labor Arbitration Rules of the American Arbitration Association as in effect on the date of execution of this Agreement. The findings of the arbitrator shall be binding upon both parties for the duration of this Agreement.

- 2) It is mutually agreed and understood by both parties hereto that the arbitrator shall have no power to add to, or subtract from, or modify any of the terms and provisions of this Agreement, or Agreements made supplementary hereto.

- 3) Each party shall bear the expenses of its witnesses and any other expenses incurred in the presentation of its case, and the other expenses incidental to arbitration shall be borne equally by the Union and the Company.

Step	Time	Notes	Company Response Due
Complaint meeting	Requested 5 days from the alleged occurrence	Verbal only - Must clarify purpose	5 days from complaint meeting
Step 1	10 days from response to complaint meeting	Grievance reduced to writing	10 days from written grievance
Step 1 Meeting	Requested 10 days from Company written response – held no more than 60 days from complaint meeting	Meeting Termination grievances start here	10 days from meeting
Mediation	5 days from Company response	Meeting with Federal Mediator – not for terminations	Mutually agreed upon timeline based on grievance
Arbitration	Requested within 15 days of mediation	Within 6 months of a Termination	

Article IV – Hours of Work, Schedules and Overtime

Section 1: Definitions

- A. **WORK WEEK:** A work week consists of any seven (7) consecutive days designated by the Company. Whenever possible, the work week will contain five (5) eight (8)-hour scheduled work days. The present work week is seven (7) consecutive days ending Sunday midnight except in those cases where the W-day and ST- days span midnight.

- B. **WORK DAY (W-Day):** A work day is normally the twenty-four (24)-hour period from midnight to midnight of the day on which an employee is scheduled to work. When a normal work day spans midnight, time shall be charged on the day in which the majority of hours is worked. When the normal work day is divided evenly before and after midnight, time shall be charged on the day on which work was started.
- C. **DAY OFF (ST-Day):** A day off or an ST- (scheduled time off) day is normally the twenty-four (24)-hour period from midnight to midnight of the day on which an employee is not scheduled to work. When an employee's work day spans midnight, the employee's ST-day will be a twenty-four (24)-hour period commencing at the end of his/her normally scheduled hours.
- D. **NORMAL WORK SCHEDULES:** Normal work schedules will specify for each employee the work week, the W-days, the ST-days and working hours of each W-day.
- E. **REGULAR RATE:** The regular rate is the weekly rate divided by forty (40) hours.
- F. **OVERTIME RATES:** Time and one-half is one and one-half (1½) times the regular rate. Double time is two (2) times the regular rate.
- G. **EMERGENCY:** An emergency is any situation wherein it is necessary for the Company and its employees to take immediate action in order to restore or maintain service to the public, prevent serious injury, save life, meet unforeseen responsibilities or prevent damage to property or interruption of service to the public.

Section 2: Working Hours

- A. The parties hereto recognize that the business of the Company requires continuous operation for twenty-four hours of every day. In such operation, it is inherent that working schedules must be established by the Company and may from time to time be changed to meet changing conditions.
- B. Normal work schedules will be established by the Company and posted for each employee or group of employees. For wage and hour record purposes, the workweek shall consist of seven (7) consecutive days beginning 12:01 am Sunday and ending the following Saturday Midnight.

Section 3: Temporary Changes in Working Hours and Work Schedules

- A. Temporary changes in work schedules or working hours will be made:
 - 1) When an employee is substituting for another employee who is off duty. When notification of such substitution occurs after the beginning of a work week in which the substitution is to occur, only the working hours of the substituting employee's W-days will be changed for that work week. If the substitution extends beyond the end of the work week, or if the substitution starts at the beginning of a work week, the schedule of the substituting employee will be the normal work schedule of the relieved employee.
 - 2) When it is necessary to carry out work which must be done outside normal working hours, and in two (2) or more shifts on equipment which is out of service for overhaul or because of

breakdown and which must be returned to service promptly. Except where otherwise provided in this Section, when such changes are made, (a) only the working hours of the W-days may be changed; (b) the ST-days will not be changed;

- 3) Temporary schedules will be prepared and posted at the Headquarters of the employees involved; (c) such temporary changes in work schedules may be made on any day of the calendar week. Sub-sections (a) and (b) of this Paragraph A (2) shall not be applicable to employees involved in equipment outages that have a direct effect on the operating capacity of power generating stations.
- 4) When an employee is scheduled to attend a formal training school or other Company training programs. In these cases, both the W-days and ST-days will be changed to conform with the training schedules. If the employee is notified forty-eight (48) hours before the beginning of that work week, overtime for a temporary change in work schedules will not apply.

- B. An employee working on a temporarily changed schedule may be returned to his/her normal work schedule at any time. Lunch periods established for such schedules shall not exceed one hour.
- C. Normal work schedules will not be changed temporarily for short emergencies. When an employee is called out for emergency work, they ordinarily will be dismissed when the emergency is over.
- D. Changes other than those of a temporary nature in normal work schedules will be made when justified by experience or changed conditions. Such changes may become effective at the beginning of any work week and notice thereof shall be posted at least forty-eight (48) hours before the beginning of that work week.

Section 4: Overtime

- A. The following will be considered overtime and paid for at time and one-half:
 - 1) Hours worked outside of scheduled hours; i.e., normal work schedule or temporarily changed schedule, whichever is in effect at the time.
 - 2) Hours worked on the first W-day of a changed shift schedule providing a substitution for an employee off duty, which had not been scheduled for the substituting employee prior to quitting time on the last W-day of the work week preceding the substitution. This applies only to the first such change in any work week. For the purpose of this Paragraph, such changed shift schedule is one which involves a change from one shift to another—day shift to middle or night shift, etc., and does not include either a change involving only different hours in the same shift or a return from a temporary shift schedule to a regular shift schedule.
 - 3) The first eight (8), ten (10), or twelve (12) hours of a regularly scheduled shift while working on a temporarily changed schedule as provided in Section 3 A (2) of this Article IV where the temporary change in work schedule requires a change in the employee's starting time from one group of hours to another as shown in the following table:

STARTING TIME	GROUP
5:00 A.M. to 12:59 P.M.	I
1:00 P.M. to 8:59 P.M.	II
9:00 P.M. to 4:59 A.M.	III

- 4) Hours worked by an employee who is called out to work during his/her vacation. This is in addition to his/her straight time vacation allowance pay.

B. The following will be considered overtime and paid for at double time:

- 1) Any hours worked on the second ST-day in a work week.
 - i. For shift workers, this applies to the second ST day closest to Saturday.
 - ii. For non-shift workers, this applies to Sundays.
- 2) Each consecutive hour worked immediately following sixteen (16) consecutive hours worked.

C. Work on an Observed Holiday/Actual Holiday (Article VII, Section 7) will be paid for as follows:

- 1) When it is a W-day, all scheduled hours worked will be paid for at time and one-half. In addition, holiday will be paid per Article VII.
- 2) When it is an ST-day, the number of hours actually worked, will be paid for at double time on the first ST day and double time on the second ST day per B(1) of this Section. In addition, holiday will be paid per Article VII, Section 7.
- 3) All other hours worked will be paid for at double time.

D. When working at foreign utilities during emergency conditions, employees will be paid for all compensable hours at one-half time premium over their regular hourly rate in addition to the Labor Agreement's normal pay practices.

Section 5: Rest Periods

- A. Rest periods shall be applicable in accordance with the following provisions when employees are called out or when arrangements are made in advance for work during non-scheduled hours provided employees are eligible as defined in the "Rest Period Rules" of Exhibit B of this Agreement.
- B. Employees working for a period that consists of at least three (3) overtime hours, and up to sixteen (16) consecutive overtime hours, shall be entitled, when relieved from duty, to a rest period as shown on the table in Exhibit B. If scheduled hours fall within the time designated as a rest period, the employee will be paid straight time pay for these scheduled hours. Employees required to work during scheduled hours that fall within the prescribed rest period, will receive pay at time and one-half the employee's straight time rate for such hours worked.
- C. Employees working sixteen (16) or more consecutive hours shall be entitled, when relieved from duty, to an eight (8)-hour rest period or a rest period as shown on the rest period table, whichever is greater,

without loss of straight time pay for scheduled hours falling within the rest period. However, employees required to work during this period will be paid two times the straight time rate for any hours worked within eight (8) hours after being released from the previous work period and their rest period will be calculated using the twelve (12)-hour cumulative rule as provided for in Exhibit B.

- D. The intent of rest periods is for employees to be released from work when they have worked sufficient overtime hours to become eligible for a rest period. If an employee requests to be released on rest period, their request shall be granted unless there is an emergency or the company is unable to obtain relief, when necessary.
- E. The rest period table as described in Paragraphs B and C of this Section 5 is not applicable to vacation days, holidays, paid personal time off and ST-days.

Section 6: Call-Out Roster

- A. It is understood that all employees of the Company shall be considered as subject to call-out for emergencies or prearranged work at any time. Whenever necessary, the Company will maintain at the respective Headquarters a roster of certain employees likely to be called and will select from these lists on a rotating or cumulative overtime basis as applicable such available employees as are needed. The purpose of this arrangement is to provide an equitable distribution of overtime work when required. Being subject to call-out is not to be considered as hours of work and no additional compensation will be paid to cover this responsibility. The Company will maintain records of overtime worked or offered by job classification. However, full equalization of overtime cannot be guaranteed.
- B. Employees who have completed sixteen (16) or more hours of consecutive work and have been released from work assignments will not be called out to work, regardless of their position on the call-out roster, during an eight (8)-hour period following completion of the work, unless it becomes impossible to secure qualified replacements.

Section 7: Call-Outs

- A. When an employee is called out to work during non-scheduled hours, they shall be paid overtime compensation for the actual time worked. A minimum compensation equal to four (4) hours' pay at straight time shall apply when it exceeds the amount of overtime compensation earned during the call-out.
- B. In the event the call-out occurs on a Contract Holiday/Actual Holiday (Article VII, Section 7 A), the employee shall be compensated in accordance with this Section 7, or the provisions of Section 4C of this Article IV, whichever is greater.
- C. The minimum compensation is not to apply in cases where an employee is called out immediately preceding his/her scheduled working hours of a W-day and the minimum time period overlaps his/her scheduled hours.

Section 8: Prearranged Work

- A. When arrangements are made in advance for work during non-scheduled hours, the employee will be paid for the actual time worked. The minimum compensation, if they worked, or if they reported and the job was canceled, shall be an amount equal to four (4) hours' pay at straight time and shall apply when it exceeds the amount of overtime compensation earned during the period. In the event the prearranged work occurs on a Contract Holiday/Actual Holiday (Article VII, Section 7), the employee shall be compensated in accordance with this Section 8 or the provisions of Section 4(c) of this Article IV, whichever is greater.
- B. The minimum compensation is not to apply in cases where an employee reports for work immediately preceding his/her scheduled working hours of a W-day and the minimum time period overlaps his/her scheduled hours.

Section 9: Overtime Premium

The Company shall provide an overtime premium payment to an employee that is equivalent to 5% of total overtime compensation earned by the employee, payable each pay period.

Section 10: Job Canceled

- A. Employees will be informed of job cancellations as soon as possible.
- B. The minimum compensation referred to in Sections 7 and 8 of this Article IV will not apply:
 - 1) When a call-out is canceled and the employee is notified before leaving home.
 - 2) When a prearranged job scheduled for Saturday is canceled and the employee is notified of the cancellation by quitting time of their last scheduled workday.
 - 3) When a prearranged job scheduled for Sunday is canceled.

NOTE: It is the scheduled employee's responsibility to contact a predetermined employee after 7:00 P.M. Saturday but prior to the starting time of the prearranged job to determine whether there has been a cancellation.

- 4) When a prearranged job, for any time other than Sub-Section (2) and (3) above, is canceled and the employee is notified before they leave home and at least one (1) hour before they are scheduled to report at Headquarters or on the job.
- C. If the job is canceled after the time limitations specified in Paragraph B (2), (3) and (4) of this Section 10, the employee may elect to either report or accept the job cancellation. If reporting, they will be given First Aid, Safety or other instructions or other work, and will be allowed the minimum compensation, provided they accept these miscellaneous assignments. If the employee accepts the job cancellation and elects not to report to work, the minimum compensation shall not apply. Employees who report for work and are not offered any other assignments will be eligible for the minimum compensation.

Section 11: Shift Differentials

- A. A shift differential for hours worked will be paid to employees working on an established rotating or alternating shift job or an established fixed shift job whose shift is regularly scheduled to start during the Afternoon Shift or Night Shift as part of their regular work week.
- B. A shift differential will be paid as an addition to the regular straight time hourly rate to an employee who is regularly scheduled and works on the Day Shift, Afternoon Shift or Night Shift Saturday or Sunday; the Afternoon Shift or Night Shift, Monday through Friday, as follows:

STARTING TIME	SHIFT	SHIFT DIFFERENTIAL
5:00 A.M. to 12:59 P.M.	Day (Monday to Friday)	None
5:00 A.M. to 12:59 P.M.	Day (Saturday or Sunday)	\$2.00 per hour
1:00 P.M. to 8:59 P.M.	Afternoon	\$2.00 per hour
9:00 P.M. to 4:59 A.M.	Night	\$2.00 per hour

- C. For purposes of applying the aforesaid shift differential, all hours of the regularly scheduled work day period worked by an employee shall be considered as worked on the shift on which they are scheduled and starts work.
- D. Shift differential shall be computed at the appropriate rate of pay up to a maximum of double time the shift differential applicable to the shift in which the overtime hours occurred.
- E. An employee temporarily assigned to work in a shift job, or as a replacement for a regular employee in a shift job, shall be paid for the hours so worked the shift differential applicable to the assigned shift job.
- F. A shift differential will not be allowed in connection with payment for any overtime worked outside the time limits of their normal regular day schedule by an employee assigned to day work. However, such an employee whose entire regularly scheduled straight time work-day period is temporarily changed to start during the Day Shift, Afternoon Shift or Night Shift Saturday or Sunday; the Afternoon Shift or Night Shift, Monday through Friday shall be paid as an addition to their straight time rate the shift differential applicable to the changed shift on which the employee starts work, until they have returned to their regular schedule.
- G. No shift differential shall be included in pay received for vacation, sick leave, jury duty, holiday off with pay, other time off with pay, for holiday pay on a holiday worked or in the calculation of minimum pay under the call-out provisions included in this Agreement.

Section 12: Temporary Upgrade to Leader

It may be beneficial at times to temporarily upgrade an employee, on a voluntary basis, to the position of "Leader" to perform certain functions of management such as filling in for a Supervisor or directing contractors, including holding clearance orders for contractors in their area of expertise. Upgrades will be made in full shift increments and shall result in an additional \$3.00 per hour for those hours upgraded. When backfilling for a Supervisor, the Leader is expected to perform all duties of a Supervisor with the exception of discipline of represented employees.

Article V – Seniority

Section 1: New Employees

Seniority will be credited to an employee only after six (6) months of continuous employment but once credited, the first six (6) months' probationary period shall be included. During the initial six (6)-month probationary period, the employee shall be considered probationary and the Company shall have the sole and exclusive right to discharge such employee and Article III of the Agreement shall not apply.

Section 2: Promotions – Transfers – Demotions

- A. The Company will give preference to an employee with seniority when fitness and ability among employees are substantially equal in considering them for the purpose of promotion, transfer or demotion. (“Seniority Consideration Purposes”)
- B. For such Seniority Consideration Purposes, employees in an established line of progression (such as operating jobs within a power plant) will be considered before those not in that line of progression.
- C. When non-supervisory employees covered by this Agreement are placed in supervisory jobs, their seniority, for Seniority Consideration Purposes, will be determined by the following:
 - 1) Temporary
 - a) Non-supervisory employees who are temporarily promoted to supervisory positions when (i) there is a temporary increase in work load; (ii) additional temporary supervisory manpower is essential; or (iii) other comparable situations arise, such employees have a right to return to their former job classification at their former work location for a period of six (6) months following their temporary promotion; however, the employee will not accrue 1600 or job seniority nor will pay Union dues or remain on the call-out roster for the time spent in the supervisory role. For temporary promotion to supervisory positions, 1600 or job seniority will not be a criteria for selection. In order to maintain rights in their former Union job, the employee must be returned to non-supervisory status within six (6) months of the temporary promotion. If the employee returns after the six (6)-month period, he/she will be placed in an entry level position and for 1600 or job seniority purposes will only be considered to be ahead of other employees with less than six (6) months of Company Service. It is further understood that this provision is not intended to provide temporary supervisors on a continual basis to circumvent the creation of permanent supervisors.
 - 2) Permanent
 - a) Non-supervisory employees who are promoted to permanent supervisory positions have a right to return to their former job classification at their former work location for a period of six (6) months following their promotion. However, the employee will not accrue 1600 or job seniority for the time spent as a supervisor and they will not pay Union dues or remain on the call-out roster during the time spent as a supervisor. For the employee to maintain rights in their former Union job, they must be returned to

non-supervisory status within six (6) months of the promotion. If the employee returns after the six (6)-month period, they will be placed in an entry level position and for 1600 seniority purposes will only be considered to be ahead of other employees with less than six (6) months of Company Service.

- D. The Company may administer tests for determining the aptitudes of employees being considered for entry level positions to determine training needs. After suitable training, tests of achievement and ability may be administered for the purpose of determining qualifications for progression within formal training programs, and to comply with governmental regulations.

Employees will not be required to successfully complete tests to retain a job classification unless periodic testing is specifically required as a part of a formal training program or by governmental regulations. If an employee successfully performs a job for six (6) months within the past five (5) years without having taken the appropriate entry test(s), this test(s) will be waived for this employee.

The confidentiality of all tests shall be preserved and actual test questions, employee answer sheets and individual test scores will not be released by the Company. The Company will review test results with employees upon request, for all skill assessment tests for purposes of identifying strengths and weaknesses.

- E. If an employee voluntarily quits, or was discharged for cause, and is rehired, they will not receive credit for their previous period of Company Service. If an employee is reemployed within two (2) years after layoff, they will receive credit for Company Service and 1600 Seniority, but will be given a new job seniority date.
- F. Seniority will not be considered when it is necessary to temporarily rearrange an employee's duties to meet an emergency as defined in Article IV, Section 1 (G).
- G. The Company will notify the Local Union President before the effective date of any promotion, transfer, demotion or lay off. If a disagreement arises concerning the Company's decision involving fitness, ability and/or seniority, such disagreement may be submitted under Article III of this Agreement.
- H. The Company will provide the Union with computer updates of employee information upon written request of the Union.
- I. If an employee, selected to fill a job vacancy, is delayed in reporting to such job because the Company is unable to release him from their existing position, they will be credited with seniority from the start of the first pay period after the notification of their selection. If the new job represents a promotion for the employee, the employee will receive the appropriate pay credit two (2) pay periods following the start of seniority credit, and will be considered on probation for a period of six (6) months from the day the employee reports to the new job. In the event the new job represents a transfer or demotion; the employee will receive the appropriate pay credit and begin the six (6) months probationary period at the time the employee actually reports to the new job.
- J. Voluntary and involuntary job changes shall be handled as follows:

- 1) When employees voluntarily or involuntarily demote in the same line of progression during the six (6) months' probationary period, they will demote to their former job classification at their former work location. They will receive job seniority in the lower classification for all time spent in the higher classification. Employees voluntarily or involuntarily returning from a job in another line of progression during the six (6) months' probationary period will return to the job classification at the work location where they last satisfactorily completed their probationary period. Employees voluntarily returning will receive no seniority credit in the job they return to for the time spent in the other progression line. However, seniority credit will be resumed starting with the first pay period after receipt of their written request to return. Employees involuntarily returning will receive seniority credit in the job they return to for the time spent in the other progression line.
- 2) When employees involuntarily demote in their progression line after the six (6) months' probationary period for reasons other than displacements, they will return to the next lower job classification they are capable of performing satisfactorily, which may result in subsequent promotions for other employees in the line of progression, unless a vacancy exists in the lower classification. Employees will receive job seniority credit in the lower job classification for the time spent in the higher classification.
- 3) When it is necessary to involuntarily return employees to jobs outside their progression line after the six (6) months' probationary period, consideration will be given to the employee's previous Company Service and experience. New seniority date for progression line and/or department service shall be established effective the date of the employee's return. If such employees are returned to the job they previously held because a non-supervisory employee promoted to a supervisory position and subsequently returns within six (6) months of that promotion, the returned employee will receive seniority credit in the job they return to for the time spent in the other progression line.
- 4) To demote voluntarily after the six (6) months' probationary period, employees may request to be placed in a vacancy in a lower job classification in their progression line. If the employee did not previously hold the lower job classification satisfactorily, the Company will compare duties found in the higher classification with those in the lower classification when considering these demotion requests. If a disagreement arises, the Union retains its rights under Article III. If a vacancy is not available and it is possible to demote the employee to a job classification in the progression line through subsequent promotions in the progression line, with the approval of the Company and Local Union Office, such a move may be initiated. For job seniority purposes, the employee will receive no seniority credit in the lower classification for time spent in the higher classification. However, if the employee subsequently promotes to the higher classification, they will be credited with the time previously held in the higher classification.
- 5) When a vacancy occurs within a progression line and employee requests for demotion and/or transfer are on record prior to the vacancy, they will be considered along with promotional candidates. Employees shall forward a copy of the demotion or transfer request to the Local Union Business Office. For seniority purposes, the consideration order will be determined by

comparing their job seniority in their respective job classifications. The employee with the greatest job seniority date will receive first consideration.

K. Posting Jobs

When a vacancy exists and a replacement is not available from the method of filling vacancies prescribed in Section 2 of this Article V, the Local Union Chief Steward and the responsible Management representatives shall arrange to post, for seven (7) calendar days, a notice of the vacancy to the extent deemed necessary and receive bids for the job. Employees desiring to be considered must make application during the prescribed period to the appropriate Management representatives and shall forward a copy to the Local Union Business Office. The Local Union Office and the employees making application will be notified of the results of each posting and the IBEW Local 1600 Seniority date used to select the successful bidder. If no one successfully bids the vacancy or does not meet the qualifications, a new employee will be hired.

For the purposes of administering this paragraph the Company may utilize a web-based system for posting vacancies, bidding on vacancies and all notifications to employees.

- L. In the event the successful bidder for a posted job returns to his/her former job classification within the six (6) months' probationary period, the same job vacancy number and list of bidders will be utilized to fill the vacancy. However, if the successful bidder promotes in the line of progression or bids and accepts another posted job vacancy during the six (6) months' probationary period, the vacated job will be filled in accordance with the requirements of the next vacancy number.

Section 3: Lay Off

- A. **<6 Months:** Employees with less than six (6) months service are subject to lay off without regard to function or departmental manpower requirements. During this six (6) months period, the Company shall have the sole and exclusive right to lay off such employee and Article III of the Agreement shall not apply.
- B. **>6 Months:** Regular, full-time employees covered by this Agreement with six (6)-months or more service may be subject to lay off in accordance with this Article.
- C. **Notification:** The Company will notify full-time employees ten (10) working days, exclusive of Saturdays, Sundays and holidays, prior to the effective date of lay off, provided such employee has attained 6 months of continuous service.

Section 4: Specific Temporary Employees

- A. Personnel employed by the Company for temporary work, not to exceed nine (9) months, shall be designated as "specific temporary." They shall not accrue job seniority and/or Company Service for the duration of their employment, and shall have no bidding rights. Upon completion of the temporary work, such specific temporary Employees shall be terminated.

The rate of pay for specific temporary employees shall be no less than the minimum of the job classification for which they are employed, not to exceed the equivalent of a B-3 rate of pay. They will be required to comply with Article II, Section 1 of this Agreement. Employee benefits and entitlements will be limited to: Workers' Compensation and Accidental Death and Dismemberment Insurance; time and one half for all hours over eight (8) on a W-Day; time and one half for all hours worked on the first ST-Day; time and one half for all hours worked on a holiday; double time for all hours worked on the second ST-Day; double time for sixteen (16) or more consecutive hours; change of shift premium; shift differential and meal allowances. The Company will have the sole and exclusive right to terminate such employees and Article III of the Agreement shall not apply.

This provision will not limit the Company's right to contract out work as stated in Article II, Section 5(a).

Section 5: Part-Time Employees

- A. Personnel employed by the Company for situations where there is no need for a full-time position, less than 30 hours per week, shall be designated as "part-time worker." The need for using such employees will be reviewed with representatives of Local 1600 prior to the commencement of such work. If there is a reduction in the workload at any location in such classifications the part-time employees will be released prior to affecting the full-time employees.
- B. The rate of pay for part-time employees will be the first step of the appropriate salary table for the classification of work for which they are hired. With satisfactory performance, progress to the subsequent salary table steps will be at 26 pay period intervals. Part-time employees will be eligible to bid on full-time positions based on their qualifications prior to the hiring of a new full-time employee. They will be considered after all full-time employees who bid the same vacancy. Their seniority rights relative to other part-time employees will be based on their respective dates of hire.

Article VI – Job Descriptions, Classifications & Salary Tables

Section 1: Job Descriptions – Classifications

- A. The Company will maintain job titles and descriptions, job classifications and salary tables in order to secure a uniform and orderly method of determining compensation for various duties performed. Job descriptions will be maintained as part of the "Job Descriptions Agreement".
- B. As needed to meet changed needs or conditions, management retains the right to prepare new, eliminate old, revise or modify job descriptions, qualifications and job classifications.

In the event a new or revised job is of substantially different content or qualifications than previously existed in the classification, the rate of pay shall be negotiated. Pending conclusion of the negotiations, affected employees shall be paid pursuant to management's initial proposal. In the event the parties reach an impasse in their negotiations, the matter may be resolved through the process set forth in Exhibit C.

C. The job description for each employee describes, in general, their responsibilities and the duties they are expected to perform. All bargaining unit job descriptions shall be deemed to contain the phrase "Performs such other related duties as assigned or as necessary", which is intended to cover:

- 1) The performance of any assignments of lower classifications (or level of work).
- 2) The performance of any assignments of same classifications (or level of work) which are not specifically enumerated in the job description.
- 3) The performance of any assignment of higher classifications (or level of work) which is required in emergencies or to help for short and intermittent periods, or as a recognized part of the employees' training and progression.

Further, these duties shall also include other work for limited periods when necessary to meet service requirements or to substitute for sickness or vacation; or when normal work is slack; or while training for advancement to higher jobs.

The statement, "Duties include, but are not limited to" precedes a statement of the predominant and most important duties of the job. It is not practical to list in detail all duties that may be included, but all of major importance, both in determining the rate for the job and in time consumed, will be enumerated, and duties not enumerated will be incidental or of minor importance.

D. The number of employees in each job title is limited by the amount and the nature of the work to be done. If a job vacancy occurs, the Company will notify the Union within three (3) weeks thereafter whether such vacancy will be filled.

Section 2: Salary and Hourly Wage Tables

A. This Agreement provides for general wage increases for all employees of 2.5% effective May 21, 2017; 2.0% effective August 27, 2018, 2.0% effective August 27, 2019; 2.0% effective August 27, 2020; and 2.50% effective August 27, 2021.

The 2017 increases in the table below will be effective on May 21, 2017, paid retroactively. All other pay increases will occur at the beginning of the pay period that includes August 27 of that year.

<i>Salary Scale "K", Group "KG2"</i>										
Operations Administrator										
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2017	\$19.302	\$20.094	\$20.878	\$21.729	\$22.593	\$23.502	\$24.421	\$25.609	\$26.785	\$27.970
2018	\$19.688	\$20.496	\$21.296	\$22.164	\$23.045	\$23.972	\$24.909	\$26.121	\$27.321	\$28.530
2019	\$20.082	\$20.906	\$21.722	\$22.607	\$23.506	\$24.452	\$25.407	\$26.643	\$27.867	\$29.100
2020	\$20.483	\$21.324	\$22.156	\$23.059	\$23.976	\$24.941	\$25.915	\$27.176	\$28.425	\$29.682
2021	\$20.995	\$21.857	\$22.710	\$23.635	\$24.575	\$25.564	\$26.563	\$27.855	\$29.135	\$30.424

<i>Salary Scale "A", Group "A13"</i>					
Holtwood Specialist - Electrical-Trainee Holtwood Specialist - Mechanical-Trainee Holtwood Specialist - Operations-Trainee					
Year	Step 1	Step 2	Step 3	Step 4	Step 5
	65%	75%	85%	92.5%	100%
2017	\$29.365	\$33.882	\$38.401	\$41.788	\$45.177
2018	\$29.953	\$34.560	\$39.169	\$42.624	\$46.080
2019	\$30.552	\$35.251	\$39.952	\$43.476	\$47.002
2020	\$31.163	\$35.956	\$40.751	\$44.346	\$47.942
2021	\$31.942	\$36.855	\$41.770	\$45.455	\$49.141

<i>Salary Scale "F", Group "F10"</i>	
Holtwood Specialist - Electrical Holtwood Specialist - Mechanical Holtwood Specialist - Operations	
Year	Step 1
2017	\$45.177
2018	\$46.080
2019	\$47.002
2020	\$47.942
2021	\$49.141

<i>Salary Scale "F", Group "F11"</i>	
Holtwood Specialist Lead Operator	
Year	Step 1
2017	\$45.633
2018	\$46.546
2019	\$47.477
2020	\$48.426
2021	\$49.637

<i>Salary Scale "A", Group "A05"</i>						
Instrumentation & Control Technician						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	55%	65%	75%	85.0%	95%	100%
2017	\$25.843	\$30.542	\$35.242	\$39.940	\$44.639	\$46.988
2018	\$26.360	\$31.153	\$35.946	\$40.739	\$45.532	\$47.928
2019	\$26.887	\$31.776	\$36.665	\$41.554	\$46.442	\$48.886
2020	\$27.425	\$32.411	\$37.399	\$42.385	\$47.371	\$49.864
2021	\$28.111	\$33.222	\$38.334	\$43.444	\$48.555	\$51.111

Section 3: Combination Jobs

- A. When an employee has a relief or utility job title and regularly works in two or more job classifications covered by this Agreement, the rate of pay for this combination job shall be the average of the rates applicable to the two highest jobs in which he/she regularly works.

Section 4: Temporary Transfers or Substitutions

- A. When an employee temporarily relieves or substitutes for an employee in a higher classification who is off duty with regular pay due to sickness or injury, they shall be paid at the rate of their regular classification during such period of substitution. When the pay of the relieved employee is reduced during the period of substitution, or the relieved employee has been off duty for two (2) pay periods, the employee selected to fill the job shall then be paid the appropriate rate of the relieved employee's classification. When an employee temporarily relieves or substitutes for an employee in a higher classification due to vacation or other absence, they shall be paid at the rate of their regular classification during such period of substitution.
- B. An employee who temporarily relieves or substitutes for an employee in a lower classification shall continue to receive the pay of their regular classification.
- C. When one employee is substituted for another in a shift position, and a choice cannot be made without overtime, an employee with the same job title as the absent employee will be selected where possible. This provision will not increase overtime payments over the minimum necessary to accomplish substitution.

Section 5: Salary Progression

A. New Employees:

New employees hired to fill any of the jobs covered by this Agreement shall be considered probationary for the first six (6) months of their employment. For jobs with multiple step increases, they shall be hired at the First Step and will receive the Second Step at the end of six (6) months, if they are to be continued in the Company's employ beyond the end of that period. Employees on the "A" salary table receive step increases in accordance with the appropriate Apprentices Program agreements.

B. Step Increases for New Employees:

Step increases for new employees who have completed their probationary period and who are performing satisfactorily in their jobs shall be made at salary table intervals measured from the date the Second Step was attained.

C. Re-employed Employees:

- 1) Those who had been laid off, but still retain their 1600 Seniority and Company Service, will be given the salary table rate to which they are entitled by a consideration of their Company Service. First

step if Company Service is less than one (1) year; second step if Company Service is one (1) year or more but less than 5 years; third step if Company Service is five (5) years or more.

- 2) Step increases for reemployed employees who are performing satisfactorily in their new jobs shall be made at salary table intervals.

D. Re-hired Employees:

- 1) Those who resigned, were discharged, or were laid off and no longer retain their 1600 Seniority or Company Service, will be given:
 - a) The First Step, if their previous service with the Company was less than one (1) year.
 - b) The Second Step, if their previous service with the Company was one (1) year or more.

E. Promoted Employees:

Promoted employees are those assigned to a job in a higher classification for which the maximum weekly rate is \$5.00 or more above the maximum rate for the old job. They will be considered as on probation for the first six (6) months in the new job. The salary table step for promoted employees will be the next higher rate above their present rate which provides an increase of \$5.00 per week, or the Third Step of the new rate (provided they have attained five (5) years Company Service), whichever is greater. Whenever the promotion date coincides with the date for a step increase, the step increase shall be made and the rate for promotion then determined.

Salary step treatment for employees on the "F" Table with less than two (2) years Company Service who promote to a new salary table group will be determined as follows:

- 1) Select "B" Table salary group that has a maximum rate corresponding to the "F" Table hourly rate.
- 2) Convert Company Service to a step on the "B" Table salary group.
- 3) Apply rules for promotion from that step to the new salary table group.
- 4) The next step increase will be based on Company Service.

F. Step Increases for Promoted Employees:

Step increases for promoted employees who have completed their probationary period and who are performing satisfactorily in their jobs shall be made at salary table intervals measured from the date of promotion, except:

- 1) If the amount of the promotion increase of the new job is \$5.00 or more but still less than the amount of the next step increase the employee would have received in his/her old job, the date of

their next step increase will be the date on which they would have received a step increase in the old job.

G. Transferred Employees:

Transferred employees are those assigned to another job for which the maximum weekly rate is less than \$5.00 above or below the maximum rate for the old job. They will be on probation for the first six (6) months in the new job. Transferred employees will receive the salary table step for the new job corresponding to the step they attained on the old job. The next step date will remain the same. Employees transferring from single rate jobs on the "F" Table to another salary table who have less than two (2) years' Company Service will receive the salary step corresponding to their Company Service. The next step increase will be based on Company Service.

H. "A" Salary Tables:

When employees on the "A" Salary Table change jobs to another salary table, their current step rate will be utilized to determine promotion, transfer or demotion.

I. Deferred Step Increases:

Step increases for employees who have been off duty for one (1) pay period or more, for reasons other than vacation, or step increases for employees on modified duty who are not performing the primary duties of their job description will be postponed for a corresponding period.

J. Unsatisfactory Performance:

- 1) Any employee who is not performing satisfactorily in his/her job will be subject to demotion and, in unusual cases, to discharge. If an employee has completed their period of probation but has not reached the maximum rate for his/her job, they will, if their progress in the job is unsatisfactory, also be subject to having his/her step increases held up until satisfactory progress is shown.
- 2) No action will be taken in accordance with the above until the employee has been forewarned by their supervisor and the reasons why his/her performance or progress is considered unsatisfactory fully explained to them. In all such cases, the Union's accredited representative will be kept informed regarding the employee's status and any contemplated change in his/her status.
- 3) When it is necessary to demote an employee due to his/her inability to perform their job, they will be given as much notice as possible and their salary rate will be reduced in accordance with the provisions of Paragraph K (2) or (3).

K. Demotions:

Demotions occur when employees change to jobs whose maximum weekly rate is \$5.00 or more below the maximum rate for their present job.

- 1) When it is necessary to demote an employee in connection with a job change as a result of the provisions in Article X, (Placement Process) and Article VIII, Section 6 (Accommodation), they will be given as much notice as possible, and shall have his/her salary reduced in 25% increments every 6 months for a period of 18 months in order to reach the appropriate rate of pay of the lower job. The first reduction will occur when the employee physically reports to the job.
- 2) When it is necessary to demote an employee because they have failed to meet the job requirements while on probation or upon completion of a temporary job, their salary rate will be reduced to the step they would have attained in their former job. The reduction in salary rate will be made immediately upon the employee assuming the duties of the lower job. The same procedure will apply when the demotion to their former job classification is at their request and for their personal advantage during the probationary period.
- 3) When employees demote after the probationary period, their salary will be reduced to the step for which their Company Service qualifies them or the next lower step rate below their present rate, whichever is less. The reduction in salary will be made immediately upon the employees assuming the duties of the lower job and subsequent step increases will follow in six (6) months or be determined by their Company Service depending on the method used to determine the rate.

L. Time Intervals:

The time intervals referred to in this Section 5 of Article VI shall be interpreted as follows, in conformance with present practices and interpretations.

<u>Monthly Interval</u>	<u>Equivalent Bi-Weekly Time Interval</u>
6 Months or 1/2 Year	13 Bi-Weekly Pay Periods
12 Months or 1 Year	26 Bi-Weekly Pay Periods
18 Months	39 Bi-Weekly Pay Periods

M. Effective Dates:

The salary changes referred to in this Section 5 of Article VI shall become effective at the beginning of the payroll period following completion of the prescribed period of employment.

Section 6: Bi-weekly Pay Days

- A. Bi-weekly salary and overtime for the current pay period will be paid on or before the fifth calendar day after the close of the pay period.
- B. All paper pay checks and paper direct deposit advices will be mailed to an employee's specified address via the United States Postal Service. The Company will continue its current payroll practices of depositing pay checks in the mail 2 days before payday (e.g., Wednesday for a Friday payday) in an effort to ensure that employees will receive their checks on payday. The Company will continue to provide electronic payment (i.e., direct deposit) options to employees which will ensure that the employee's pay is deposited to their account and the funds are available on payday. If the Company fails to meet the

deadlines specified above, the Company will reimburse employees for any resulting reasonable late fees or banking fees directly related to the Company not meeting the deadlines specified above.

Article VII – Vacation, Longevity Pay, Holidays

Section 1: Vacation Allowance

- A. An eligible full-time employee will accrue and/or be credited with vacation based on length of service as follows:
1. Effective August 28th, 2017, mini-vacation balances will be converted to vacation hours
 2. Each year, employees hired prior to August 28th, 2017 will receive an additional 24 hours of vacation on top of their annual vacation allowance.
 3. A newly-hired, full-time employee will accrue eight (8) hours of vacation for each 5 weeks of employment through December 31 following their date of hire up to a maximum of eighty (80) hours of vacation.
 4. Part-time employees will be eligible for vacation on a prorated vacation schedule based on average number of hours worked.
 5. Temporary employees are not eligible for vacation
 - Entitlement: Regular full-time employees are credited with paid vacation hours on January 1st as follows:

<u>Period of Employment</u>	<u>Vacation Allowance</u>
The year they attain 1-4 Years	80 Hours (10 Days)
The year they attain 5 Years	88 Hours (11 Days)
The year they attain 6 Years	96 Hours (12 Days)
The year they attain 7 Years	104 Hours (13 Days)
The year they attain 8-12 Years	120 Hours (15 Days)
The year they attain 13-14 Years	136 Hours (17 Days)
The year they attain 15-21 Years	160 Hours (20 Days)
The year they attain 22-29 Years	200 Hours (25 Days)
The year they attain 30 Years or More	240 Hours (30 Days)

All vacation pay will be regular pay (based on salary tables) the employee would have received in their regular job.

Section 2: Longevity Pay

Subject to the provisions covered in Sections 4 A and 4 B of this Article, an employee may elect to take any vacation allowance in excess of eighty (80) hours (ten (10) days) as longevity pay, to a maximum payout of 160 hours per year.

All longevity pay will be regular pay (based on salary tables) the employee would have received in their regular job. Longevity pay shall be paid on the basis of the employee's regular straight time rate in effect for the last complete pay period in November of each year and paid on the regular pay day for that pay period.

Section 3: Vacation Payout

Unused vacation time will be paid out to any employee who leaves employment with the Company.

Section 4: Taking Vacation

- A. Vacations shall be given during the calendar year at such time as may be mutually agreed upon between the Company and the employee. Employees are encouraged to take vacations in full days; however, the Company can approve vacation in hourly increments.
- B. Vacation schedules covering the period from January 1 to March 31 of each year shall be prepared on or before November 1 of the preceding year. Schedules covering the period from April 1 to December 31 shall be prepared on or before March 1 of that year. These schedules shall be considered tentative and may be modified by, or with the approval of, the Company as unforeseen conditions develop.
- C. Effective January 1, 2018, if an employee on a 12-hour schedule takes vacation on a holiday they will use only four (4) hours of vacation time for that day.
- D. Vacations shall not be postponed by the Company to avoid paying overtime.

Section 5: Payout Upon Retirement

In addition to the vacation and longevity allowance provided in the foregoing provisions of this Article, an employee who retires shall receive an additional allowance. This allowance shall be determined by applying to his/her regular vacation and longevity entitlement for the current calendar year the same ratio as the number of full calendar months worked in the current calendar year bears to twelve (12) months and rounding the result to the nearest multiple of eight (8) hours. For the purpose of this Paragraph, an employee whose employment terminates because of long term disability shall be considered as one who retires. An additional allowance determined in the same manner will be paid to the person legally entitled thereto for an employee who dies.

Section 6: Vacation Carry-Over

Employees will be allowed to carry over up to eighty (80) hours of previous year's vacation. All carry-over vacation must be taken no later than the last day of December.

If an employee is recalled from a scheduled vacation and is unable to reschedule those days, they may roll that vacation time over to the next year to be used by December 31.

Section 7: Holidays

- A. The following legal holidays will be recognized by the Company as Contract Holidays and observed on days when they are nationally observed, except as provided in Paragraph B and C of this Section 7: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; in addition, the day following Thanksgiving Day and the last Work Day (Monday to Friday, inclusive) preceding the day on which Christmas is observed will be recognized as a Contract Holiday.

- B. For shift-workers, when a Contract Holiday falls on a Saturday or Sunday, holiday pay shall fall on the actual holiday. The premium pay shall apply on the actual holiday only. Shift workers who work a 12-hour shift on the actual holiday will be paid 12 hours Holiday pay. All other shift-workers shall be paid 8 hours of Holiday pay.
 - a. On a holiday week, employees on a 4 x 10 hour days' schedule may be moved to a 5 x 8 hour days' schedule.
- C. For non-shift workers if a holiday falls on a Saturday the holiday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. The premium pay shall apply on the observed holiday only
- D. For non-shift workers who pick up a 12-hour shift on one of their ST days, they will be paid 12 hours of holiday pay on the actual holiday and will no longer receive holiday pay on the observed holiday. The premium pay shall apply on the actual holiday only.
- E. Employees who are absent with pay on the day before and/or the day after a holiday, due to illness or injury, will receive holiday pay for the holiday. An employee who is absent from work without pay on the W-day preceding a Contract Holiday and the next W-day following a Contract Holiday shall forfeit his/her right to holiday pay.
- F. Part-time permanent employees are eligible for pro-rated Holiday pay
- G. Temporary employees are not eligible for Holiday pay

Article VIII – General Provisions

Unexcused absences will be subject to disciplinary action as provided in Section 6 A of Article II. Such absences include time off without permission, time off for illness not properly reported and time off for alleged illness which subsequent investigation proves to be not valid.

Section 1: Sick Pay

Effective August 28th, 2017, Employees will no longer accrue sick time.

Any employees employed as of August 27, 2017, with existing sick bank balances over 1040 hours, will be permitted to use all sick bank hours over 1040 concurrently with either short term disability or long-term disability.

Any employees employed as of August 27, 2017, with sick bank balances of less than 1040 hours, shall no longer use their sick bank hours, but will follow the guidelines as outlined below.

Effective as of August 28, 2017, employees shall earn a maximum of 80 hours of paid sick leave per year ("Paid Sick Leave Hours"). Paid Sick Leave Hours shall not be carried over from year to year.

Paid Sick Leave Hours shall be used in the case of the employee's own illness or medical appointments. Should an employee require more paid sick leave than available, the employee may request additional paid sick leave in writing and their supervisor may grant additional paid sick leave. Any employee who has abused the sick leave policy may be subject to disciplinary action.

Section 2: Short Term Disability

Should an employee's own medical condition require them to be absent for more than five (5) consecutive calendar days they will need to notify both the company and the Short-Term Disability (STD) provider of their absence. All full-time bargaining unit employees who meet the qualifications set out in the STD Plan documents, will be eligible for a Short-term Disability (STD) plan. Maximum duration of the STD program is 180 calendar days of continuous absence or until eligible for long-term disability on return to work, whichever occurs first.

All cases of illness or injury must be bona fide. If there is a question regarding the nature of the illness or injury, medical certification may be required. False claim for sick pay shall subject employees to disciplinary action.

Employees will be eligible for sick leave/short term disability benefits as outlined in the plan documents in accordance with following schedule:

Completed Years of Service*	No. Hours at 100% of Base Rate**	No. Hours at 60% of Base Rate**
0	40	1000
1	80	960
2	160	880
3	240	800
4	320	720
5	400	640
6	560	480
7	720	320
8	880	160
9+	1040	N/A

*Calculated based on service as of 12/31 of previous calendar year.

** Maximum benefit is 1040 hours. In the event an absence rolls from one calendar year to another, employee will be limited to maximum benefit amount.

Section 3: Reporting Absences from Duty

- A. It is the responsibility of employees to report off to their supervisor or a designated Company representative before the usual starting time every day of their illness which includes reporting off on ST-days if employees are scheduled for prearranged work.

- B. Employees returning from absence after five (5) or more scheduled work days with restrictions shall provide the restrictions to their supervisor or a designated Company representative prior to their return to work. The Company reserves the right to review the restrictions to determine if the employee can be allowed to return to work. The review of restrictions will be completed within three (3) business days. If the review exceeds three (3) business days, the employee will be paid "Time-off with pay with permission".
- C. When an employee is hospitalized or has an illness that can result in an absence from work, it is the responsibility of the employee to communicate with his/her immediate supervisor whereby an understanding is reached concerning the approximate duration of the illness.
- D. The Employee and his/her supervisor shall agree on the appropriate intervals of periodic reporting.
- E. To be eligible for call-outs and/or prearranged work, employees must report their availability to their supervisor or a designated Company representative at least one (1) hour before the end of their last scheduled W-day prior to the day of the prearranged work and/or call-out roster duty.
- F. Employees are required to furnish medical certification of illness for all absences in excess of three in a pay period year or anytime an employee is out three (3) or more consecutive days. All medical certification is to be an original (e.g., no copies or fax) and must be submitted to the employee's supervisor or Company designee at the employee's start time when the employee is cleared to return to work.

All Medical Certification must include the following:

- 1) The healthcare provider's signature/stamp with facility contact information;
- 2) Patient's name;
- 3) Date services provided;
- 4) Return to work date;
- 5) Any work restrictions (if applicable)

In addition, for all absence occurrences in excess of three (3) in a pay period year, a proper medical certification must also include: information stating that the illness covered the complete period for which the employee is seeking pay. This information may be based on the health care provider's actual knowledge or information reported to the health care provider by the employee.

Employees returning to work without proper certification will have the period of absence charged to "Time Off Without Pay - No Permission" as follows:

- 1) From the fourth occurrence of illness and each subsequent illness within the pay period year; or,
- 2) After an employee is out three (3) or more consecutive days

Employees scheduled to work either Saturday or Sunday, who are ill on one or both of these days, and properly report off, shall have up to a maximum of forty-eight (48) hours to obtain medical certification for the conditions specified in 1 and 2 above.

Such supplementary payments from the Company will be in amounts/reduced amounts based on forty (40) hours of straight time pay for each full week of such sickness and shall receive prorated benefits for partial weeks.

Section 4: Worker's Compensation

The Company will pay the difference between the employee's full pay and the amount paid by Workers' Compensation for employees absent from work due to occupational disease or injury. The amount of time available for such allowances will be calculated in the same manner as short-term disability pay in Sections 1 and 2 above. When such allowances are exhausted, employees will receive Workers Compensation and/or Long-Term Disability payments in accordance with the eligibility requirements of those programs. To be eligible for such payments, employees absent from work due to occupational injury must properly notify the Company of an accident before the end of the W-day if the injury occurs during non-scheduled hours in the absence of a supervisor. Occupational disease must be reported as soon as possible but no later than forty-eight (48) hours after the onset of the disease to be eligible for the payments provided in this Paragraph.

Section 5: Long Term Disability & Conditions of Return

A full-time employee who regularly works at least 30 hours a week, and has missed 26 consecutive weeks of work under short term disability or Workers Compensation will be eligible for Long Term Disability benefits in accordance with the terms of the plan document. Temporary employees are not eligible for the LTD plan. It is understood that the Employer does not operate the LTD Plan but maintains policies or contracts with third parties to administer the program as negotiated. The Employer will ensure that any provisions in the negotiated plan between IBEW Local 1600 and the Employer will be included therein. Any dispute concerning eligibility requirements under such policy or contract shall be resolved in accordance with the terms of the plan or contract documents and is not subject to the Grievance and Arbitration Procedure.

The following guidelines are applicable to employees on Long Term Disability. In the event of an off-the-job injury, all return to work from LTD regardless of the duration of the disability, will be treated under Paragraph C (3) below.

- a) When it is necessary to fill, vacancies created by employees who become eligible for LTD benefits, they shall be filled on a permanent rather than a temporary basis.
- b) All requests to return to the work force from an LTD status, or subsequent to the cessation of the benefit, shall be predicated upon medical and/or psychological certification authorizing the employee's return to work.
- c) Following are the conditions of return applicable to the designated leave periods:
 1. Employees either notifying the Company or returning to the Company within six (6) months from the effective date of their LTD status shall return to their former job classification and former work location, provided they are capable of satisfactorily performing the duties of the job. They shall receive job seniority and Company service credit for the duration of their LTD absence. If a vacancy is not available when they are certified to return, they shall bump the junior employee

in their former job classification at their former work location, provided the job classification vacancy created by the employee who left on LTD status was filled. In cases where the job classification vacancy is not filled and the employee returns from the LTD status, placement will be handled per paragraph G of this section.

2. Employees either notifying the Company or returning to the Company after six (6) months, but less than two (2) years from the effective date of their LTD status shall return to their former job classification and former work location provided they are capable of performing the duties of the job and such a vacancy exists. When they return to their former job classification at their former work location, their job seniority date will be adjusted for the period of their absence. However, Company service shall be credited for the duration of the leave. If a job vacancy in their former job classification at their former work location is not available, employees shall be returned to an available job vacancy within the scope of their experience and skills with a commitment to their former job classification and work location. They shall receive the rate of pay commensurate with paragraph G. If they are returned to a job in another progression line, their commitment shall be eliminated if they subsequently change jobs voluntarily; promote within the new progression line; or do not take the first opportunity to exercise their commitment.
 3. Employees requesting to return to the work force after cessation of their LTD payments and two (2) or more years from the effective date of their LTD status shall be placed in an entry level job vacancy, when available, in line with their experience and skills with no commitments. They shall receive the rate of pay commensurate with the job to which they are returned. A new job seniority date shall be established; however, Company service shall be credited for the duration of the leave.
- d) Employees who have not returned to the work force within a two (2)-year period from the effective date of their LTD status and who do not qualify for continued benefits under the LTD Plan shall be notified by the Company when their LTD benefit ceases, with a reminder that failure to request a return to work within ninety (90) days from notification of benefit cessation shall result in termination of their employment.
 - e) In all cases of return to the work force as cited above, vacation entitlement shall be prorated as based on the employee's return to work date.
 - f) When employees return to their former job classification and former work location, step increases and apprenticeship program anniversary dates for returns in C-1 and C-2 above shall be resumed in accordance with the schedule in effect at the time the employees left on LTD.
 - g) An employee returning from Long Term Disability without restrictions will be given the option of being placed in an existing 40-hour, 52-week position until a permanent placement becomes available in accordance with this section. If this option is selected the Company will attempt to find a suitable position at the same or closest location. Employees returning to work from Long Term Disability to an assigned job that has a lower rate of pay than their former job classification shall not receive a rate of pay less than the following percent of their regular rate of pay in their former job classification.

Less than 20 Years – 75%
20 or more Years – 100%

Employees have the responsibility to notify the Company of their desire to return to work as soon as possible. If the Company disagrees with the medical opinion to return the employee to work and requires an Independent Medical Examination (IME) or Independent Psychological Examination (IPE), the Company will have three weeks from the date the Company receives the appropriate medical information from the employee's treating health care professional(s) to schedule and conduct its examination. The Company will be given another two weeks to receive and review the results of the IME/IPE. In addition, the Company will be provided an additional two weeks to test the employee (if necessary) and provide a suitable job placement for return to work. If the results of the Company's examination are the same as the employee's health care provider(s), wages of the eventual job placement will begin no later than seven weeks after the Company's receipt of the employee's medical information. After the employee returns to work, the Company will reimburse the employee for time and mileage associated with testing for job placement. The Company will have met its seven-week job placement commitment if the employee declines a suitable position. However, the employee will continue to be considered for other suitable positions under this section.

Section 6: Accommodation

- A. If an employee is either unable to perform the essential functions of their regular job after reasonable accommodations have been made, or when a change in jobs is indicated by a physician, the Company, Union and Employee will meet to determine if additional job protection or accommodation is required.

Employees placed in alternative positions as a result of disability shall receive the rate of pay and all pay increases applicable to the job classification to which they are assigned. However, if such assigned job has a lower rate of pay than their regular job, they shall not receive a rate of pay less than the following percent of their regular rate of pay in their former job at the time of placement if they have a period of employment of:

Less than 20 years -	75%
20 or more years -	100%

Should they recover from the disability, they may be employed in their former job with accumulated seniority and other privileges if they are physically and mentally qualified to perform the duties required.

An employee assigned to a job having a lower rate of pay than their regular job under this Section 6 shall have their rate of pay reduced in accordance with the provisions of Article VI, Section 5 K (1).

Section 7: Extended Illness or Temporary Disability

- A. An employee who is absent due to illness or temporary disability will accrue job seniority, 1600 Seniority, and Company Service during the entire period of time the employee is absent. An employee with ten (10) or more years of Company Service will be eligible for any promotional opportunities that occur within his/her progression line during the entire period of absence. An employee with less than ten (10) years of Company Service will only be eligible for a promotional opportunity that occurs within his/her

progression line during the period of time resulting from the sum of their full sick pay entitlement plus vacation entitlements.

When a promotional opportunity occurs, the Company will contact the employee who is off duty to determine if they are interested in the vacancy. If the employee elects to promote and is accepted, the vacancy will be filled on a temporary basis and will be held for the employee. The employee's former job will then be filled on a permanent basis.

If additional promotional opportunities occur, the employee must again be contacted. Only one (1) job will be held for an employee; i.e., if they accept a second promotion, the first one they accepted will be filled by another employee on a permanent basis.

When a promotion is held for an employee, the appropriate pay credit and six (6) months' probationary period will begin at the time the employee actually reports to the new job. The employee will be credited with job seniority from the start of the first pay period after notification of selection.

- B. All temporary transfers or substitutions made as a result of extended illness or temporary disability will be handled in accordance with Article VI, Section 4.
- C. Step increases or apprenticeship program increases and anniversary dates for employees who have been off duty for one pay period or more for reasons of illness or temporary disability or step increases for employees on modified duty who are not performing the primary duties of their job description will be postponed for a corresponding period. Additionally, general wage increases for employees off duty for one pay period or more for such reasons will be deferred until the employee returns to full duty unless the employee is on modified duty as the result of an on-the-job accident in which case the employee will receive the general wage increase applicable to the job the employee is performing.

Section 8: Personal Leaves of Absence

- A. Upon written request of any employee, approved by the Manager, Operations, a leave of absence for personal reasons may be granted by the Company for a period not to exceed ninety (90) days in any rolling 12-month period. Operational requirements and whether or not the employee can be spared from duty shall be the governing factors in considering leaves of absence for personal reasons. No other employment shall be accepted by the employee during such leave of absence. Health care monthly premiums will be advanced on behalf of the employee who is granted a personal leave of absence under this provision. Upon the employees return to work, payroll deductions will be made to recover the employee portion of the monthly premiums.
- B. Upon written request of any employee, approved by the Manager, Operations, a leave of absence due to birth, adoption or long-term placement of a child may be granted by the Company for a period not to exceed one hundred and eighty (180) days in any rolling 12-month period. Upon return to the Company, the employee will be reinstated to the same job, work location and rate of pay that they held prior to the leave of absence.

- C. Vacation pay and all Floating Holidays will be used concurrently with the Personal Leave. For leaves of absence due to birth, adoption or long-term placement of a child in excess of 12 weeks, employees must utilize all except five (5) days of remaining vacation entitlement, to be used as either time off or payment for remaining entitlement. Remaining time on Personal Leave will be unpaid. Holidays that occur during a Personal Leave of Absence will not be paid to the employee.

Section 9: Bereavement Leave

Employees will be allowed time off with pay in the event of the death of someone in their immediate family. Except as otherwise provided in this Paragraph, they will be excused from all work schedules from the time of notification of the death and will be expected back to work on their first scheduled work day following midnight of the day after the funeral. In cases where the absence exceeds six (6) calendar days, employees are required to secure their supervisor's approval. However, in unusual circumstances where burial delays occur such as military deaths, etc., the absence may be deferred following a review of the circumstances and with supervisor's approval. Any additional time required by the employee may be charged to vacation, personal time off (mini-vacation) or taken as time off without pay. Definition of immediate family is employee's wife (or husband), father, mother, stepfather, stepmother, mother-in-law, father-in-law, brother, sister, son, daughter, stepchild, grandmother, grandfather, granddaughter, grandson, legal guardian, spouse's legal guardian, domestic partner (Affidavit of Domestic Partnership required) or any relative residing in the immediate household of the employee. An employee shall be granted one (1) day leave to attend the funeral in the event of the death of their stepbrother, stepsister, half-brother, half-sister, step-grandfather or step-grandmother. If an employee is on vacation when a death occurs in the employee's above family relationships, that portion of remaining vacation which coincides with the allowance for time off under this provision may be rescheduled.

Section 10: Jury Duty

If an employee is called for jury duty, they shall be granted time off with pay for scheduled work days, providing they are chosen at random and are not volunteering for the duty; or subpoenaed as a third-party witness to a dispute for appearance at court. However, employees acting as an agent, employee or arresting officer of a governmental authority, agency or business precipitating the litigation shall not be considered as a third-party witness and this time off shall be charged to the proper personal time off codes.

If an employee is called to serve on election day at a Polling Place they shall be granted time off with pay for scheduled workdays, provided the employee serves in the capacity of Constable, Judge of Elections, Majority Inspector, or Minority Inspector.

Section 11: Inclement Weather

- A. Certain normal work will be postponed by the Company's supervisors or their designated representatives due to severe weather conditions and employees will be held during scheduled hours for emergencies. Workmen will be excused from working aloft on poles or structures, etc., when temperatures are 10F or below at the job location. Sound judgment will be used in determining the type of work to be done at temperatures above 10F where wind is a factor. Line Crews, walking meter readers, and Electrical and

Mechanical Crews will restrict their work to indoor activities when temperatures drop to 5F or below. Work during emergencies will be performed regardless of weather conditions.

- B. When outside work is postponed, employees may be given First Aid, Safety, or other instructions, or may be assigned to work indoors or in sheltered locations.
- C. Employees will not lose any scheduled time due to inclement weather, provided they accept miscellaneous assignments during such weather.

Section 12: Meal Allowance

- A. An employee will be expected to provide one (1) meal for a regularly scheduled or prearranged work period.
- B. A shift worker will follow shift worker rules when temporarily assigned to a day worker schedule; and a day worker will follow shift worker rules when temporarily assigned to an afternoon, night or rotating shift schedule. This assignment could be as short as one (1) day duration.
- C. The allowance for all meal entitlements will be \$16 per meal and will be accounted for on the employees' time tickets. (This amount will include tax and gratuity for the meal.)
- D. The Company will pay the appropriate meal allowance specified in Paragraph C as follows:
 - 1) Day Workers - Unscheduled Hours
 - a) Meal entitlements at 6:00 A.M., 12 Noon, 6:00 P.M. and 12 Midnight.
 - b) If they have been called out and report at least one-half hour before their regular starting time, they will be entitled to a meal entitlement time during that continuous work period.
 - 2) Shift Workers - Call-Outs and Hold-Overs
 - a) One (1) meal entitlement if working two (2) or more but less than six (6) hours' overtime after the employees' regular or prearranged shift.
 - b) Two (2) meal entitlements if working six (6) to ten (10) hours' overtime after the employees' regular or prearranged shift.
 - c) One (1) meal entitlement if prearranged to work for a period of two (2) or more but less than six (6) hours' overtime before the employees' regular shift and two (2) entitlements for six (6) to ten (10) hours before.
 - d) One (1) meal entitlement if called out to work at least one-half hour before regular starting time, two meal entitlements if called out to work for a period of two (2) or more but less

than six (6) hours' overtime before the employees' regular or prearranged shift and three (3) entitlements for six (6) to ten (10) hours before.

- e) A shift worker will follow day worker rules when prearranged or called out to work during hours which are not contiguous to his/her regular shift. This includes shift workers who are called out or prearranged to work on a ST-day.
 - 3) The minimum call-out allowance shall not be used to determine the eligibility for meal entitlements.
 - 4) Meal entitlements shall not be applicable when time worked is a result of the Portal-to-Portal Act due to transporting tools in personal vehicles from one location to another, or in accordance with Article VIII, Section 13, Paragraph F of this Labor Agreement.
- E. For day workers, when arrangements are made in advance for work during non-scheduled hours, the following conditions will apply:
- 1) The employee will be expected to provide one (1) meal for that work period. However, if the work period includes two (2) meal entitlement times, the employee will get one (1) meal allowance and, if the prearranged work is split into more than one (1) work period, the employee will be entitled to a meal if both work periods include a meal entitlement time.
 - 2) When the work period is interrupted for a meal period, the time to eat meals will not be paid for.
- F. If the Company furnishes or pays the cost of the meal, the meal allowance is not applicable.
- G. When work periods involve a meal time during scheduled or non-scheduled hours, the time to eat the meal shall not be considered time worked for compensation purposes. The meals shall be taken when practicable.
- H. Employees performing emergency work for other utilities will be paid for the time required to eat when work is suspended for a meal period. When eating meals while on emergency assignments within the PPL service territory, employees will only deduct the time spent inside the restaurant from their time paid. The intent is to exclude payment for time spent in the restaurant to order and eat a meal, but include payment for time to travel to and from the restaurant from the job site.

Section 13: Travel Expenses/Per Diem Allowance

- A. The Company will pay all reasonable out of pocket expenses when the employee is required to travel for company business.

All travel and expenses must be documented and approved by a supervisor through the submission of an expense report completed in accordance with the following:

1. All expenses included in the report are business related;
2. All expenses are supported by attaching receipts showing the payee, date, amount and names of all individuals;
3. All expenses should be submitted for reimbursement no later than sixty (60) days after the expense is incurred.

Section 14: Safety and Health

- A. The Company shall establish health, safety, security and other policies, rules and regulations for observance by employees. All employees shall be subject to such policies, rules and regulations and disregard or violation thereof shall constitute cause for disciplinary action.
- B. It is agreed that Safety and Health (HSSE) Committees consisting of non-supervisory and supervisory employees will be maintained at various points on the system as required. Bargaining unit employees on local Safety and Health committees and Voluntary Protection Program (VPP) committees will be jointly agreed to by the Local 1600 President and the Company.

Section 15: Equipment Furnished

- A. The Company shall furnish to the employees working on or near energized lines and equipment and the employees shall use, as instructed, all equipment necessary to provide protection in accordance with general practice throughout the electric utility industry. This shall include all necessary arc flash gear.
- B. The Company shall furnish and the employees shall use, as instructed, raincoats, rain hats, rubber boots and other similar equipment which is necessary over and above the employees' normal work clothing to protect the employees when required to work in wet weather.
- C. Employees will be supplied with all appropriate Personal Protective Equipment (PPE) by the Company.
- D. The Company will furnish employees with flame resistant (FR) clothing and the employees will be required to wear the complete uniform at all times while exposed to arc flash hazards.
- E. The Company will provide an employee with all tools required by the Company for the performance of the job.

Section 16: Safety Shoes

All employees will be eligible for an allowance toward the purchase of safety shoes, the allowance will be \$150.00 per year. Employees who do not buy safety shoes in a calendar year may carry over the \$150.00 annual allowances for up to a maximum allowance of \$300.00. Employees will be eligible for reimbursement for the purchase of one or more pair of shoes in a calendar year, but the purchase of one or more pair must be submitted in one settlement transaction for the calendar year they were purchased.

Section 17: Safety Glasses

All employees will be eligible for an allowance toward the purchase of prescription safety glasses, the allowance will be \$125.00 per year. Employees who do not buy safety glasses in a calendar year may carry over the \$125.00 annual allowance for a maximum allowance of \$250.00. Employees will be eligible for reimbursement for the purchase of one or more pair of glasses in a calendar year, but the purchase of one or more pair must be submitted in one settlement transaction for the calendar year they were purchased.

Section 18: Travel & Expenses

The Company will pay all reasonable out-of-pocket expenses when the employee is required to travel for company business.

All travel and expenses must be documented and approved by a supervisor through the submission of an expense report completed in accordance with the following:

1. All expenses included in the report are business related;
2. All expenses are supported by attaching receipts showing the payee, date, amount and names of all individuals;
3. All expenses should be submitted for reimbursement no later than sixty (60) days after the expense is incurred.

Section 19: Moving Expenses

Statement of Policy:

Should the Company require an employee to relocate, within the eligibility requirement set out below, the Company will pay the relocation expenses of the eligible employee in accordance with the applicable Company relocation plan in place at the time of relocation. In any event, the eligible employee shall be eligible for at least the following benefit levels when the employee is relocated at the Company's request:

1. Reimbursement for reasonable living or commuting expenses for a period of up to 90 calendar days from the date of relocation, during which arrangements may be made by the eligible employee to obtain new living quarters and accomplish the necessary disposition of the former living quarters;
2. Reasonable expenses for moving the household effects when this is performed by professional movers in accordance with the Brookfield relocation plan in place at the time of relocation;
3. Standard real estate commission fees for the sale of the eligible employee's personal residence if owned by the eligible employee, at the time of the relocation.

Eligibility:

- A. In order to be eligible for benefits pursuant to this Article VIII, Section 19, a relocated employee must:
 - have a minimum of two (2) years' Company Service unless they are being promoted in a progression line to a job with residence requirements (in which case there is no minimum);

- B. For the purposes of clarity, the following examples are situations where relocation expenses will not be paid:
1. Move is occasioned solely by the employee's desire or convenience such as a home in a different section of the same locality;
 2. When an employee asks for a change in work location, other than a posted job, and takes a demotion or lateral transfer in his/her own progression line;
 3. When an employee is taking a posted job and they have been reimbursed for moving expenses in the last two (2) years;
 4. Employee's job and work location is moved from one (1) location to another location in the same general community;
 5. Moves of employees from one (1) job location to another, unless requested by the Company on a long-term basis;
 6. When the move is for a temporary assignment

Section 20: Medical Examinations

- A. Applicants for employment shall be required to take medical examinations at the expense and direction of the Company.
- B. The Company may also require, at its discretion and expense, medical examinations of employees at any time and will give weight to the results of such examinations in determining their future status in accordance with procedure outlined in Section 5 of this Article VIII. Under this provision, mental/nervous disabilities must be certified by a psychiatrist or psychologist (masters level or above) licensed to practice independently as a behavioral health professional.
- C. Biological Monitoring Medical Examinations will be provided as necessary and employees will be required to comply with these examinations. A waiver to the X-ray portion of the examination may be granted to an employee upon substantiation of having been subjected to X-rays in the previous six (6)-month period. When granted, employees must sign the waiver.

Section 21: Non-Supervisory Work by Supervisors

A supervisor shall not perform regularly scheduled non-supervisory work which interferes with their supervisory responsibilities or results in the elimination of a non-supervisory job. A supervisor shall not do the work ordinarily performed by a non-supervisory employee solely to prevent overtime work by a non-supervisory employee. This shall not prevent a supervisor from doing any type of work in an emergency or for the purpose of training and instruction.

This Section shall not prevent working supervisors from performing such work as has been a customary part of their job in the past.

ARTICLE IX MILITARY SERVICE

Section 1: General

The Company and the Union have agreed on a detailed plan for employees who enter and return from military service, which meets the reemployment provisions of the Universal Military Training Act as amended by the Vietnam Era Veterans Readjustment Assistance Act of 1974 and The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The Company will grant military leave and intends to treat every employee returning from military service, insofar as possible, as though there had been no interruption in their employment.

Section 2. Leave of Absence

- A. Employees who enter military service will be considered to be on military leave for the period and under conditions prescribed by law. Although the law makes no provision for employees entering the Merchant Marine, the Company will give due consideration, with respect to leave of absence, to each such case.
- B. In order that employees entering the military have time off to settle personal affairs before leaving for military service, they will be allowed time off with pay as follows:
 - 1. When enlisting, or drafted as an active employee for the first time – up to 5 work days off
 - 2. Mandatory periodic training – no days off
 - 3. Call-up to active duty for less than 60 days – up to 3 work days off
 - 4. Call-up to active duty for 60 days or more – up to 5 work days off

Time off with pay for employees who volunteer for active duty will be reviewed by the parties on a case-by-case basis. Each employee entering military service will be entitled to the same vacation allowance as they would be if they were voluntarily leaving the Company. If they should need more time without pay for this purpose, their leave will start at a mutually agreeable earlier date.

- C. The entire cost of the Group Life Insurance of a participating employee entering military service will be borne by the Company for a period of two (2) calendar months following the last calendar month in which the employee worked. At the end of such two (2) calendar months, the Group Life Insurance coverage will cease. However, the employee's life insurance will be paid in the event of their death during the following thirty-one (31)-day period. During such two (2) calendar months and during such thirty-one (31)-day period, they have the privilege of converting all or part of their Group Life Insurance, without medical examination, to a regular policy.
- D. Employees who enter military service will have their participation in the Retirement Plan suspended until their return to active employment. Benefit entitlement for employees who do not return to active employment will be determined in accordance with the termination of employment provisions of the Plan.

Section 3. Reinstatement

- A. Employees who return from military service and comply with the reemployment provisions of the Act will be restored to their former positions, or to positions of like seniority, status and pay, unless circumstances have so changed as to make it impossible or unreasonable. In addition, such employees will:
1. Be credited with the time they were in military service in determining their position on the salary tables.
 2. Be given promotions to such jobs in the regular line of progression as may have become vacant during their absence, provided that they are qualified and would have been selected by Management as the logical persons to fill the jobs.
 3. If pay is based on salary tables, the promotion date for determining the salary table step will be the date or dates the employee who replaced the veteran was promoted. If such dates are not available, the promotion date for determining the salary table step will be the date the veteran starts in the higher job.
- B. In order for an employee returning from military service to be eligible for the benefits under this Plan, they must:
1. Have left a position other than a temporary position.
 2. Have a certificate of satisfactory completion of such training and service.
 3. Be qualified to perform the duties of such position.
 4. Apply for reemployment within ninety (90) days after they are relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year.
- C. A disabled employee returning from military service if not qualified to perform the duties of their former position by reason of disability sustained during such service but qualified to perform the duties of any other positions will be restored to such other position as will provide him with like seniority, status and pay or to a position which is the nearest approximation thereof consistent with the circumstances in the case.

D. Group Life Insurance Plan:

An employee returning from military service will be eligible for the regular amount of insurance based on their annual earnings.

E. Retirement Plan:

1. The time spent in military service will be counted in determining eligibility, vesting and benefit accrual. This affords the employee the opportunity to receive the same retirement benefits under the Plan as if there had been no interruption in employment.
2. If contributions were required under the Plan during any period of the employee's absence, the employee will be able to receive contributory credit for that time provided the employee pays the monthly contributions which were not made during the leave.

F. Vacation and Longevity Allowance:

The time spent in military service will be counted as a period of employment with the Company in determining vacation and longevity allowance. Employees will not be eligible for vacation pay for years in which they do not work for the Company.

G. Attending School:

1. Employees who decided to attend school before resuming work and so notify the Company:
 - a. Will be given preference over other applicants if they wish to work for the Company on leaving school, and
 - b. If hired, will be treated as former employees and the time spent with the Company and in military service will be counted as a period of service with the Company.

Section 4. Periodic Military Training

Where an employee who is a member of a reserve military organization of the United States requires absence from work in order to attend a mandatory training period, the Company will, in any calendar year, grant such employee a leave of absence of up to two (2) weeks (eighty (80) scheduled hours) and will pay such employee the difference between the regular pay they would have received if they had worked and their Military pay; the employee must submit evidence of military pay prior to. To the extent that the mandatory training period exceeds two (2) weeks, the Company will grant additional time off without pay.

Article X – Placement Process

PURPOSE: The purpose of this Article is to provide opportunities for the placement of displaced employees.

The company will identify the job classification and location of the excess position(s). The Company will give 10 working days' notice to the Local 1600 Union Office of any decision to displace employees as a result of a reduction, elimination or reassignment of work, during which the following procedures will apply.

Section 1. Box 1

The local chief steward or union representative will meet with the appropriate supervisor to identify the displaced employees. If agreement is not reached regarding seniority, representatives from the Local 1600 Union Office will make the decision during this 10-day period.

- A. Employees whose work has been eliminated or have been bumped by this process may retire if eligible, elect enhanced severance, select layoff or proceed through the placement process. Employees who retire will be eligible for Voluntary Early Retirement for Employees identified in the Placement Process. Employees will have 5 working days from receiving retirement/severance information to make a decision.

- B. Voluntary Early Retirement for Employees Identified in the Placement Process.
 - 1. Displaced, bumped or volunteers for displacement will be eligible for special early retirement benefits if they have attained age 55 or over prior to placement and qualify for:
 - I. One weeks' pay for each year of Company Service, prorated to the nearest full month, and will be payable in the form of a lump sum at the date of retirement.
 - II. 100% of their pension benefit accrued to the date of their retirement in the form of a single life annuity.

 - 2. Employees who voluntarily accept termination under the provisions of this special program:
 - I. Will be asked to release the Company from liability for any claims discrimination under federal and state laws. Financial settlements will be held until release is received and all timelines are met.
 - II. Will retire on the first day of a month approved by the Company as the effective date, taking into consideration the availability of qualified replacements, an orderly transition of duties and the employees' preferences.

- C. Enhanced Severance for Employees Identified in the Placement Process
 - I. Employees who are displaced, bumped or qualify as volunteers for displacement, and who are not eligible for or do not elect to retire, will be eligible for enhanced severance benefits regardless of their age or years of 1600 Seniority.
 - II. Enhanced severance benefits will be equal to two weeks' pay for each year of Company Service, prorated to the nearest full month, and will be payable in the form of a lump sum at the date of termination.

If these options reduce the number of employees to the appropriate level, no further action is required.

D. Notes:

- a) Reemployment rights will only apply to the layoff provision.
- b) Employees will be handled in the process below in order of their Local 1600 Seniority.
- c) If a vacancy is available in the same classification at the same location, the employee will be placed in the vacancy and no further action is required.

Section 2. Box 2

Canvass for volunteers to retire/sever to create vacancy. Employees who volunteer to retire to create an appropriate vacancy will receive the retirement benefits, as listed above, if they are at least 55 years of age.

- A. The canvass for volunteers will last no more than 5 working days from the day the employee receives the volunteer form.
- B. The volunteer will have 5 working days to accept the offer of retirement/severance after receiving their benefit information from the Company. These days will run concurrently.
- C. If more than one employee at a work location volunteers for retirement or severance, the most senior employee (1600 Seniority) who would create an appropriate vacancy for the displaced employee may retire or sever.

Section 3. Box 3

Displaced employee placed. Displacement process is complete.

OR

Section 4. Box 4

If displaced employee is not handled in box 3, Bump Last In First Out (LIFO) employee based on 1600 Seniority and qualifications. Both parties agree to cooperate in the administration of this process. All employees' pay and expenses will be paid in accordance with the labor agreement. Employees not handled in Box 4, and who are eligible for a company offer as defined below, will move to Box 5.

Section 5. Notes

- A. If the employee is bumped in Box 4 (LIFO employee), the employee can bump only those with less 1600 Seniority than they have.
- B. A displaced or bumped employee can elect enhanced severance/layoff/retirement at any step of the process.

Section 6. Associated Issues

A. Recall Rights:

Employees who are displaced will retain recall rights to their former progression line from which they were displaced for a period of 4 years.

B. Reemployment:

Employees, who have been laid off, shall have reemployment rights for 2 years. An employee who refuses a reemployment offer to their former job at their former location will be considered to be resigned.

C. Bumping Criteria:

The bumping criteria for all jobs will be consistent with the minimum entry requirements as set forth in the job descriptions.

D. Probationary Period

Does not apply to jobs accepted through this placement process

E. Pay Taper:

Employees who have been demoted in connection with a job change as a result of the placement process shall have their salary reduced in 25% increments every 6 months for a period of 18 months in order to reach the appropriate rate of pay of the lower job. The first reduction will occur when the employee physically reports to the job.

F. Service:

Employees who are laid off and return to employment will not have their Company Service or 1600 Seniority adjusted for the time while on lay off.

G. Vacation:

Employees headed for lay off will have the option to retain or be paid for their remaining vacation allotment. The allotment must be utilized/paid by year end.

H. Time Limits:

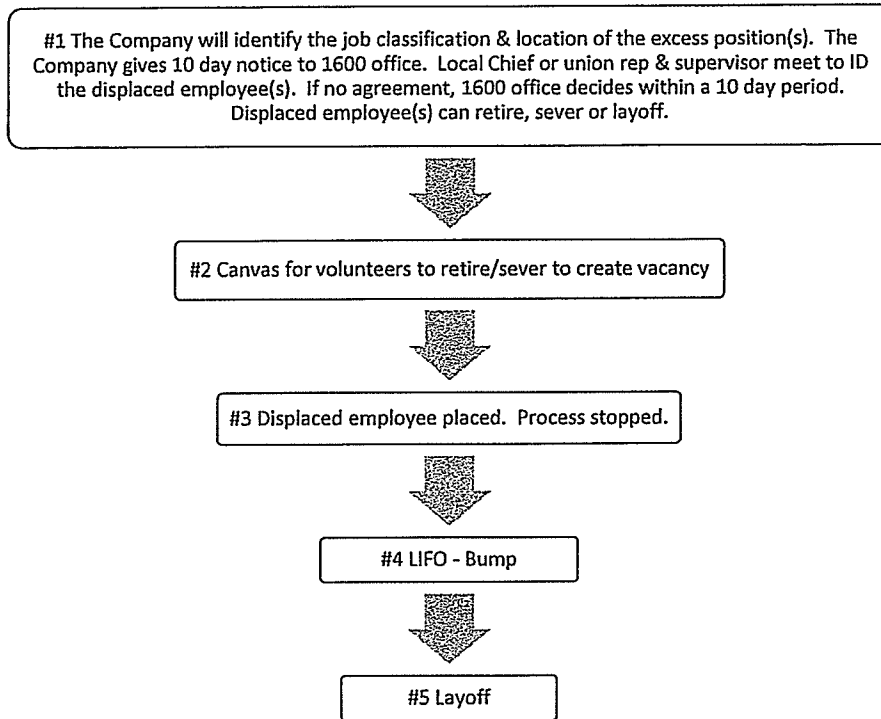
1. Box 1 and 2 - The employee will have a total of five (5) working days to accept or reject their offer after receiving the retirement/severance information.
2. Box 4 - The Union will handle employees in Box 4 within thirty (30) working days of the date the last displaced employee reaches Box 4.

I. Lay Off:

<6 Months: Employees with less than six (6) months' service are subject to lay off without regard to function or departmental manpower requirements. During this six (6) months' period, the Company shall have the sole and exclusive right to lay off such employee and Article III of the Agreement shall not apply.

>6 Months: Regular, full-time employees covered by this Agreement with six (6)-months' or more service may be subject to lay off in accordance with this Article.

Notification: The Company will notify full-time employees ten (10) working days, exclusive of Saturdays, Sundays and holidays, prior to the effective date of lay off, provided such employee has attained 6 months of continuous service.



*Note: This chart is for illustration purposes only.

Article XI – Term of Agreement

Section 1: Governmental Agencies

- A. If any part of this Agreement requires submission to and/or the approval of any governmental agency, the Company and the Union agree to cooperate in complying with the requirements of any such governmental agencies. It is understood and agreed that all such benefits, or portions thereof, as are required to be submitted to a governmental agency, for approval or rejection or modification, shall be contingent upon and subject to, the action of such governmental agency. If such governmental agency should grant only a portion of such benefits or should deny to the Company the right to grant any portion of such benefits, this Agreement shall nevertheless remain in effect as so modified for the full term hereof.

Section 2. Term of Agreement


Unless specifically stated otherwise, any changes to the CBA will become effective upon ratification by the membership and retroactive to August 27, 2017.

- A. This Agreement shall become effective upon ratification on August 27, 2017. It shall remain in full force and effect up to and including August 27, 2022, except to the extent provided in Paragraph B below, and shall continue in full force and effect from year to year thereafter, unless at least sixty (60) days prior to any expiration date either party notifies the other, in writing, of its desire to amend or to terminate the Agreement.

- B. Should the parties fail to reach an agreement by August 27, 2022 (the expiration date of this Agreement), notwithstanding anything to the contrary in this Agreement, the Company shall not be obliged to make premium payments under the various benefit plans on behalf of employees who are on strike for the duration of the strike.

IN WITNESS, WHEREOF, the parties hereto have caused these presents to be subscribed this ___ day of November 2017.

BIF III Holtwood LLC



Name: Thomas Uncher
Title: Vice President




Name: Walter Di Cesare
Title: Vice President & Assistant Secretary

Local Union No. 1600 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O



Name: Steven C Knaebel
Title: President



Name: Business Rep.
Title:

Exhibit A – Job Titles, Job Codes & Salary Grades

Job Title	Job Code	Salary Grade
Holtwood Specialist – Electrical	5393	F10
Holtwood Specialist – Electrical-Trainee	5394	A13
Holtwood Specialist Lead Operator	5392	F11
Holtwood Specialist – Mechanical	5395	F10
Holtwood Specialist – Mechanical-Trainee	5396	A13
Holtwood Specialist – Operations	5397	F10
Holtwood Specialist – Operations-Trainee	5398	A13
Instrument & Control Technician	8660	A05
Operations Administrator		KG2

Exhibit B – Rest Period Rules & Table

In accordance with Article IV, Section 5 of this Agreement, the following rules shall be applicable for determining “qualifications of eligibility” and “length of rest period”.

RULES:

1. Employees must actually work a minimum of three (3) non-scheduled overtime hours.
2. When the number of non-scheduled hours worked and the time of the overtime completion are represented on the rest period table, mathematical “rounding off” principles are applicable.
3. All overtime hours worked during the twelve (12)-hour period prior to starting time is accumulative for purposes of determining total non-scheduled hours worked provided the sum of the non-scheduled hours worked equals or exceeds the three (3)-hour requirement as defined in Rule #1.
4. For purposes of determining the time of the overtime completion:
 - a. Starting time of the scheduled work hours is always utilized if the work is not completed and/or the employee cannot be released at starting time.
 - b. If more than one work period is involved, utilize the hour that the last work period ended.
 - c. Travel time is not utilized in determining the time of overtime completion.
5. The rest period table is not applied to vacation days, holidays, paid personal time off and ST-days.

**REST PERIOD TABLE
ALL SCHEDULES**

		TIME OVERTIME IS COMPLETED							
		7 Hours Before Starting Time	6 Hours Before Starting Time	5 Hours Before Starting Time	4 Hours Before Starting Time	3 Hours Before Starting Time	2 Hours Before Starting Time	1 Hour Before Starting Time	Starting Time
NON-SCHEDULED HOURS WORKED	3 Hours							Work Four (4) Hours Into Scheduled Hours	
	4 Hours							Work Three (3) Hours Into Scheduled Hours	
	5 Hours	Due Back Two (2) Hours After Starting Time						Off During Scheduled Hours	
	6 Hours					Due Back In Time To Work Last Three (3) Hours Of Scheduled Hours			
	7 Hours								
	8 Hours								
	9 Hours								
	10 Hours or More								

All overtime hours worked during the 12-hour period prior to starting time may be accumulated.

Exhibit C – Job Evaluation Process

This Exhibit embodies the understanding of the parties relative to the evaluation process for Bargaining Unit job descriptions. This process will determine salary grades for newly created or revised job descriptions that are submitted to the Job Evaluation Committee with a request for evaluation.

Job Evaluation Committee

The Job Evaluation Committee consists of six primary members, three members appointed by IBEW Local 1600 President-Financial Secretary and three members appointed by the Company. The committee will have a pool of a minimum of six (6) secondary members who are appointed as identified above for substitution purposes. If a primary member is unable to attend a committee meeting, it is their responsibility to secure substitutes. A minimum of four committee members (two bargaining unit and two management) must be present to determine a final evaluation of a job description. All members, including secondary members, of the Job Evaluation Committee must complete team building training.

Job Evaluation Process

A request to evaluate a newly created job description is initiated by department management. Following submission of a REQUEST FOR JOB EVALUATION/REEVALUATION FORM, the Company will assist the department in uniformly formatting a JOB DESCRIPTION PART I FORM. The Company will review the new job description with Local 1600 prior to forwarding it to the Job Evaluation Committee.

Upon receipt of a request for evaluation, the Job Evaluation Committee will select individuals with knowledge of the job being evaluated for interviews. The committee will compile all information received and evaluate the position. Decisions of the committee will be made by consensus. (If the team cannot reach agreement on the appropriate level for a particular factor, the team has the flexibility to assign a value between two levels to gain consensus). The JOB DESCRIPTION PART II FORM will become part of the job description after it is completed by the Job Evaluation Committee. Their determination of the proper rate of pay will be furnished to the Company and Local 1600. This determination shall not be subject to Article III of this Agreement.

A request to reevaluate an existing job description may be initiated by an incumbent employee or appropriate supervisor completing a REQUEST FOR JOB EVALUATION/REEVALUATION FORM. Information provided must indicate significant changes to the job description that warrant a reevaluation. If the Company does not approve the request, Bargaining Unit employees may appeal the decision to the office of Local 1600. If the request is approved by department management, the revised job description will be forwarded to Labor Relations for uniform formatting and discussion with Local 1600. The decision to forward a revised job description to the Job Evaluation Committee shall be jointly made by the Company and Local 1600. Disagreements regarding whether to submit a reevaluated existing job description to the Job Evaluation Committee shall be resolved through the grievance procedure.

Upon receipt of a request for reevaluation, the Job Evaluation Committee will select a representative number of incumbents and supervisors, including the initiator, to complete an evaluation questionnaire. The committee will also select individuals for interviews with knowledge of the job being evaluated. The committee will compile all information received from the questionnaire and interviewees and evaluate the position. Decisions of the committee will be made by consensus. (If the team cannot reach agreement on the appropriate level for a

particular factor, the team has the flexibility to assign a value between two levels to gain consensus). The JOB DESCRIPTION PART II FORM will become part of the job description after it is completed by the Job Evaluation Committee. Their determination of the proper rate of pay will be furnished to the Company and Local 1600. This determination shall not be subject to Article III of this Agreement.

Miscellaneous

The filling of newly created positions and the pay treatment of employees who fill them will be in accordance with this Agreement.

Pay treatment for all incumbent employees in an existing job that is reevaluated to a higher salary table by the Job Evaluation Committee will be to the salary step on the new table which corresponds to the step attained on the lower table. Their next step date will remain the same. Such increases will be effective at the beginning of the first pay period following the receipt of the request to reevaluate the existing job description by the Company and Local 1600. In the event an existing job is reevaluated to a lower salary table by the committee, the pay of incumbent employees shall be red-tagged effective at the beginning of the first pay period following the Job Evaluation Committee's determination.

Exhibit D – Employee Benefit Plans

It is agreed the method of providing all benefits, unless expressly stated, shall be determined by the Company, including selection of insurers, administrators, and record keepers as well as determination of the methods of all plan funding.

A. Retirement Pension Plan

The BIF III Holtwood LLC Pension Plan as amended on April 1, 2016 (“Pension Plan”) and as outlined in the plan document, applies only to certain grandfathered employees as described therein. No additional employees will be covered by this Pension Plan.

B. Retirement Plan (“Company 401k Plan”)

a) Eligible full-time employees hired prior to July 1, 2014 will be participants in the Company 401k Plan. For all active, eligible employees, and in accordance with the Company 401k Plan documents:

1. The Company shall contribute a 3% fixed amount to the Company 401k Plan each pay period, based on an employee’s eligible compensation
2. The Company shall match 100% of up to 3% of the eligible earnings that an employee contributes to the Company 401k Plan on a before-tax, after-tax, or Roth 401(k) basis.

b) Eligible full time, permanent employees hired on or after July 1, 2014 will be participants in the Company 401k Plan as of the first day of the month following their date of hire. For all active, eligible employees, and in accordance with the Company 401k Plan documents:

1. The Company shall contribute a 3% fixed amount to the Company 401k Plan each pay period, based on an employee’s eligible compensation
2. The Company shall match 75% of up to 6% of the eligible earnings that an employee contributes to the Company 401k Plan on a before-tax, after-tax, or Roth 401(k) basis.

C. Group Life Insurance

Eligible employees may participate in the Life Insurance plan in accordance with the terms of the plan.

- a) The basic employee life insurance benefit will be two (2) times an employee’s annual base wages (calculated as 2080 times the employee’s straight time hourly rate of pay) subject to the eligibility requirements outlined in the plan documents.
- b) Employees may purchase voluntary life insurance for themselves in the amount of 1, 2 or 3 times annual base wages, subject to the eligibility requirements outlined in the plan documents.

- c) An employee may purchase voluntary life insurance at their own cost for his/her spouse in \$5,000 increments to a maximum of \$100,000; not to exceed 50% of employee life insurance amount.
- d) An employee may purchase voluntary life insurance at their own cost for a dependent child in the amount of \$1,000, \$2,000, \$4,000, \$5,000, or \$10,000. The maximum benefit for a dependent child who is less than 6 months old is \$100.

D. Accidental Death or Dismemberment ("AD&D") Insurance

Eligible employees may participate in the Accidental Death or Dismemberment plan in accordance with the terms of the plan.

- a) The employee accidental death and dismemberment benefit will be two (2) times an employee's annual base wages (calculated at 2080 times the employee's straight time hourly rate of pay), subject to the eligibility requirements outlined in the plan documents.
- b) Employees may purchase voluntary AD&D insurance for themselves, at their own cost, in the amount of 1, 2 or 3 times annual base wages (calculated at 2080 times the employee's straight time hourly rate of pay), subject to the eligibility requirements outlined in the plan documents.
- c) Employees may purchase voluntary AD&D insurance at their own cost for a dependent child in the amount of \$1,000, \$2,000, \$3,000, \$4,000, \$5,000, or \$10,000. The maximum benefit for a dependent child who is less than 6 months old is \$100.

E. Survivor Income Protection

- a) For employees hired before July 1, 2014, the Survivor Income Protection (SIP) Plan as described in the Life Insurance Summary Plan Description will be amended to reflect a one-time lump sum payment to a surviving spouse of a deceased PPL employee equal to three times base monthly earnings effective July 1, 2014. Surviving spouses already receiving a benefit will continue under the plan until benefits end per the "Summary Plan Description".
- b) Employees hired on or after July 1, 2014 will not be eligible for Survivor Income Protection (SIP) Plan coverage.

F. Long Term Disability Insurance

- a) Eligible employees receive a monthly benefit of 60% of base pay to a maximum of \$5,000 per month, in accordance with the long-term disability plan documents.
- b) Benefits are payable after an employee is disabled for at least 180 days for as long as such employee is disabled per the terms of the plan, based on the employee's age at the time of the disability.
- c) Determination of disability is made by the long-term disability coverage provider in accordance with their medical review guidelines. Beginning July 1, 2014, benefit continuation in PPL-sponsored Medical, Dental, Vision, Basic Life, Supplemental Life, Spouse Life, Child Life and pension accrual will continue for a maximum length of time based on years of service.

0-15 years of service	2 years' maximum; not to exceed time approved for LTD
15-30 years of service	5 years' maximum; not to exceed time approved for LTD
30+ years of service	7 years' maximum; not to exceed time approved for LTD
<ul style="list-style-type: none"> • Service on first day of continuous disability commencement (whether sick, STD, or no pay) • Service used to count years of service is years eligible for benefits at PPL 	

d) The conditions for employees returning from Long Term Disability are described in Article VIII, Section 5 of this Agreement.

G. Health Plan for Active Employees

The Company agrees to provide Health and Welfare benefits to all current eligible (Regular full time working 30 hours or more a week) bargaining unit employees during the term of this agreement. Medical, Dental, and Vision benefits will start on the first day of employment should the employee elect coverage. Regular Full Time Employees are eligible for two Health Plans; a PPO and an HDHP (the "plans"):

An employee may select any one of the plan options when they are hired or during the annual benefit enrollment period.

The Company shall administer the sponsored options pursuant to the plans (medical and drug) and select all administrators, carriers and providers of medical coverage. The method of providing the benefits under these plans shall be determined by the Company. The Company and the Union acknowledge these plans are "off the shelf" and the Company does not have control over certain changes to these plans. The Company may occasionally review the plan options and request a discussion with the Union if there is an opportunity to improve value.

Employee Health Plan Contributions

Active full-time employees will pay for the health plan in terms of a percentage of cost of the plan, with caps.

	2018	2019	2020	2021	2022
PPO EE	14% (\$55.77)	15% (\$65.73)	16% (\$77.12)	17% (90.14)	18% (104.98)
PPO EE +1	14% (\$117.12)	15% (\$138.03)	16% (\$161.96)	17% (\$189.29)	18% (220.46)
PPO Family	14% (\$162.40)	15% (\$191.40)	16% (\$224.58)	17% (\$262.48)	18% (\$305.71)
HDHP EE	9% (\$26.64)	10% (\$32.56)	11% (\$39.40)	12% (\$47.28)	13% (\$56.34)
HDHP EE +1	9% (\$58.97)	10% (\$72.08)	11% (\$87.22)	12% (\$104.66)	13% (\$124.72)
HDHP Family	9% (\$77.71)	10% (\$94.98)	11% (\$114.92)	12% (\$137.91)	13% (\$164.34)

	2018	2019	2020	2021	2022
HSA EE	\$1000	\$600	\$600	\$600	\$600
HSA EE +1	\$2000	\$1200	\$1200	\$1200	\$1200

Employee contributions toward the cost of coverage will be on a before-tax basis through payroll deduction to the extent permitted by law or regulation.

Health Savings Account ("HSA")

If an employee elects the high-deductible plan, such employee can also elect to enroll in a Health Saving Account. The employee would deposit money into his/her HSA, where it earns interest tax-free. The employee may withdraw tax-free, provided the employee uses the funds for qualified medical expenses. To be eligible for an HSA, the employee must meet the eligibility requirements as outlined by IRS legislation. HSA contributions by the company will be pro-rated based on date of hire:

- January 1 through March 31 – 100%
- April 1 through June 30 – 75%
- July 1 through September 30 – 50%
- October 1 through December 31 – 25%

Spousal Surcharge

Employees who wish to elect primary coverage for their spouse under any Medical Plan option offered by the Company will be required to make a monthly contribution through payroll deduction if such spouse is a full-time employee of another employer that provides access to medical benefits. So long as the arrangement is permitted under the Internal Revenue Code, these payroll deductions will be on a pre-tax basis. These payments will be in addition to any other payments required for coverage under any Medical Plan option. The spousal surcharge will be \$110 per pay period.

H. Wellness Initiative

Current employees will have the opportunity to take a Health Risk Assessment with Capital Blue Cross. Full-time employees completing the assessment by December 1, 2014 will be eligible for a one-time \$50 contribution to either an HSA or Health Care FSA for the 2015 plan year. 2015 full-time new hires will be eligible if they take the health risk assessment within 3 months from their date of hire.

I. Vision Care Program

The Vision Care Program Plan in effect as of the date of this agreement as described in the Summary of Benefit Coverage provided annually. Employees will pay the actual cost of the plan through bi-weekly pre-tax deduction.

Vision	2018	2019	2020	2021	2022
Single	25%	28%	30%	33%	35%
Employee + Spouse	25%	28%	30%	33%	35%
Employee + Child(ren)	25%	28%	30%	33%	35%
Family	25%	28%	30%	33%	35%

J. Dental Plan

The Dental Care Plan in effect as of the date of this agreement as described in the Summary of Benefit Coverage provided annually. Employees will pay a percentage of the cost for the Dental benefit in accordance with the table below:

Dental	2018	2019	2020	2021	2022
Employee	5%	7.5%	10%	12.5%	15%
Employee + Spouse	5%	7.5%	10%	12.5%	15%
Family	5%	7.5%	10%	12.5%	15%

K. Flexible Spending Accounts

Flexible Spending Accounts will be available to employees to make voluntary payroll deductions on a before- tax basis for dependent care and/or eligible health care costs administered in accordance with IRS federal regulations.

The Company offers two types of FSA:

1. Health Care Spending Account
2. Dependent Care Spending Account.

L. Domestic Partners

M. Benefits will be available to same-sex domestic partners of active, bargaining unit employees as follows:

1. Medical
2. Dental
3. Vision
4. Spouse life insurance
5. Child life insurance

Children of same-sex domestic partners may also be eligible (must live in the same household as the employee). Affidavit of same-sex domestic partnership for employee benefits is required.

N. Post-Retirement Health Care Coverage

Employees hired on or after July 1, 2014 are not eligible for pre-65 or post-65 retiree health benefits or Company-paid retiree life insurance.

For eligible employees hired prior to July 1, 2014, refer to the March 31st, 2016 Memorandum of Understanding. Non-pension-related retiree benefits (health, life, etc.) will not be provided by the Company.

O. Education Assistance Program

Employees must submit education assistance requests in writing to their supervisor. Requests must be job-related and subject to Company approval and in accordance with IRS federal guidelines.

P. Employee Counseling Service

The Employee Counseling Service, also known as the Employee Assistance Program (EAP), will be provided to all employees during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made on this st 31 day of March, 2016 among HOLTWOOD, LLC ("Talen Energy"), BIF III HOLTWOOD LLC ("Brookfield"), and LOCAL UNION No. 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (the "Union"). Talen Energy, Brookfield and the Union are referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, Talen Energy and Brookfield are parties to an Asset Purchase Agreement ("Agreement"), whereby Brookfield will purchase the assets associated with Talen Energy's Holtwood and Lake Wallenpaupack hydroelectric generating plants; and

WHEREAS, Talen Energy's ultimate parent company, Talen Energy Corporation, has assumed and become bound by a collective bargaining agreement ("the CBA") between PPL Corporation and the Union, which covers employees represented by the Union at Holtwood and Lake Wallenpaupack ("the Holtwood employees"); and

WHEREAS, the Agreement provides that Brookfield will make offers of employment to each Holtwood employee, and Brookfield has already made such offers to all of the Holtwood employees; and

WHEREAS, Talen Energy, Brookfield, and the Union wish to resolve a number of questions that have arisen regarding the transition of employees represented by the Union from one employer to the other;

NOW, THEREFORE, the parties agree that, contingent upon and effective upon closing of the asset purchase transaction contemplated in the Agreement:

1. Brookfield will become party to and bound by all the terms, conditions, and obligations of the CBA, subject to the following exceptions:
 - a. the name of the counterparty to the CBA, as it relates to the Holtwood employees, will be changed from "PPL Corporation" to "BIF III Holtwood LLC";
 - b. non-pension-related retiree benefits (health, life, etc.) will not be provided by Brookfield;
 - c. the existing description of employee benefits (Health, Dental, Vision, Life, LTD and STD, etc.) set out in the CBA will be deleted and replaced with a description of employee benefits available under Brookfield plans;
 - d. the defined contribution plans described in the CBA will be replaced with the BREG 401K plan; and
 - e. the Talen Energy Retirement Plan ("TERP") described in the CBA will be replaced with the BIF III Holtwood LLC DB plan ("the Brookfield Plan").

2. To the extent required by the CBA, as it may be amended from time to time in the future, Talen Energy will continue to provide non-pension-related retiree benefits for current and former Holtwood employees who are represented by the Union and who meet (or met) the plans' applicable eligibility requirements, even if such employees retire from Brookfield and not from active employment with Talen Energy. For purposes of this paragraph, Holtwood employees who accept job offers from Brookfield, retire from Brookfield and commence monthly pension benefits will be considered to be an active employee of Talen for purposes of eligibility for Post-Retirement Health Care Coverage, to the extent required by the CBA between Talen Energy Corporation (or its subsidiary) and the Union that is in effect at the time the employee seeks to commence such benefits. To the extent that any such benefits are based on years of service, years of service with both Talen and Brookfield will be recognized.
3. Brookfield will establish and maintain the Brookfield Plan to provide retirement benefits to the Holtwood employees who are represented by the Union, who accept employment with Brookfield at the time of closing, and who immediately prior to closing were participants, whether or not vested, under the TERP, with terms that are substantially similar to the terms of the TERP. Such terms shall include, but not be limited to, the TERP provisions regarding retirement from active service or while on long term disability with at least 20 years of service. For employees who accept offers of employment with Brookfield but who do not make application to retire under the TERP prior to commencing employment with Brookfield, both vesting and benefit service under TERP will be recognized under the Brookfield Plan. For employees who accept offers of employment with Brookfield but who do make application to retire under the TERP prior to commencing employment with Brookfield, vesting service only under TERP will be recognized under the Brookfield Plan.
4. Prior to closing, Talen Energy and Brookfield will execute an amendment to the Agreement providing for (a) the Brookfield Plan's assumption of the TERP's liabilities relating to the Holtwood employees, and (b) the transfer to the Brookfield Plan of a portion of the TERP assets associated with the Holtwood employees, in accordance with applicable law.
5. Brookfield will recognize the seniority for all purposes (including, but not limited to, 1600 seniority and Company service, vacation, benefits, etc.) of Holtwood employees who accept offers of employment with Brookfield and who commence employment with Brookfield.
6. The Union agrees that, with the undertakings set forth in this MOU, Talen Energy and its affiliates are in compliance with their obligations under the CBA with respect to (a) the Holtwood employees' retirement benefits, (b) the Holtwood employees' rights in connection with the transfer of their employment to Brookfield, and (c) the actions of Talen Energy and its affiliates relating to the Agreement. The Union further agrees that no grievance or other action will be brought by the Union against Talen Energy and/or its affiliates with respect to such matters, except to enforce compliance with this MOU. To the extent that the parties cannot resolve any dispute(s) over the meaning or application of this MOU, such disputes shall be submitted to arbitration in accordance with the grievance and arbitration provisions of the CBA.

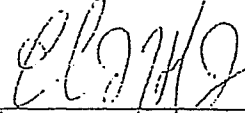
7. This MOU (a) shall have no precedential effect in any future action, grievance, arbitration, or other proceeding of any kind; (b) shall not be cited or referred to in any such proceeding by any of the parties hereto, except with respect to a proceeding to enforce its terms; (c) sets forth the entire agreement between Brookfield and Talen Energy, on the one hand, and the Union, on the other hand, pertaining to its subject matter; and (d) may not be modified or canceled in any manner except by a writing signed by all the parties.

To the extent not governed by federal law, this MOU shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Signature page follows]

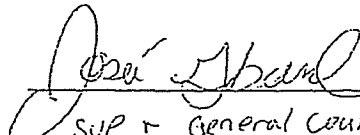
IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed on the date first written above.

HOLTWOOD, LLC



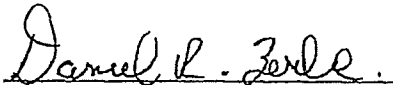
Clarence J. Hoop, Jr., President

BIF III HOLTWOOD LLC



Jose L. Hernandez, SUP & General Counsel, NA

LOCAL UNION No. 1600,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



FBEW - LOCAL 1600 - Business Rep.

MEMORANDUM OF UNDERSTANDING
FOR
HOLTWOOD RESTRUCTURING PLAN

This Memorandum of Understanding (the "MOU") is made as of April 12, 2017 (the "Effective Date") between BIF III HOLTWOOD LLC (the "Company") and LOCAL UNION 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (the "Union") (the Company and Union are referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS the Company and the Union are parties to a collective bargaining agreement dated May 14, 2014, as amended (the "CBA"), which covers employees represented by the Union at the Company's Holtwood and Lake Wallenpaupack hydroelectric facilities.

WHEREAS the Parties wish to enter into this MOU with respect to the transition to remote operation of the Holtwood hydroelectric facility (the "Facility") which transition will include (i) the creation of a maintenance group, and (ii) the net reduction of certain operator positions (collectively the "Restructuring").

WHEREAS the Parties agree that currently the Union's represented positions at the Facility are fourteen (14), including twelve (12) operators and two (2) Instrument & Control Technicians.

WHEREAS the Parties also agree that this Restructuring is a unique situation and does not establish policy for future such situations.

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized Terms

All capitalized terms which are used herein and not defined shall have the meanings ascribed thereto in the CBA

Purpose

The purpose of this MOU is to describe the manner and terms under which the Parties will work to implement the Restructuring.

2. Implementation of Restructuring

The Company will transition into remote operation of the Facility, reducing the number of required operators. Upon execution of this MOU, the Company will canvass operators for volunteers to move into a maintenance group, maintaining the same titles and wages. These job transfers will be based on operator volunteers in progression line seniority. Employees who enter the Maintenance position will be required to maintain the skills required for the Operator position and the Company agrees to provide training for the Maintenance position.

The Company will hire an additional three (3) maintenance personnel as soon as possible after the signing of this MOU. If, after May 31, 2022, the staffing has not been reduced to the levels described in this Paragraph 2, the Company may reduce staffing through Article X displacement process as covered in the CBA. The future staffing of fourteen (14) employees will be made up of five (5) Operators, seven (7) Maintenance, and two (2) Instrument & Control Technicians.

The work schedules for the new work group will be as follows:

- Operator Group will maintain the current rotating twelve (12) hour schedule.
- The Maintenance Group will work ten (10) hour days on the day shift including a paid lunch of thirty (30) minutes. The work schedule will be Monday thru Thursday or Tuesday thru Friday. Any scheduled days off will be ten (10) hours. Saturday, Sunday and a Monday or Friday will be designated as 'ST' days. Sunday will be designated as the second 'ST' day. All other contract language will apply.

Both parties agree that any employee who has moved from the Operator position must maintain their proficiency in the Operator position. The employee may be scheduled as an Operator by assignment from management or volunteer with management approval.

3. Notice

All notices required under this MOU shall be made in writing and delivered by: (a) hand delivery (receipt requested), (b) overnight courier (delivery receipt requested), or (c) electronic transmission to: (i) BIF III Holtwood LLC, 482 Holtwood Road, Holtwood, PA 17532 with a copy to Brookfield Renewable, 41 Victoria Street, Gatineau, QC, Canada J8X 2A1, Attention: Legal Department, email: Legal.department.na@brookfieldrenewable.com; or (ii) Local Union 1600, International Brotherhood Of Electrical Workers, dzerbel@aol.com. Either Party may, by written notice to the other, change its address to which notices are to be sent.

4. Assignment

Neither Party will be permitted to assign this MOU without the prior written consent of the other Party, which consent shall not unreasonably be withheld, delayed or conditioned. This MOU shall be subject to the successor obligations set forth on p, 1 Para.2 of the CBA under the heading "Agreement", and it shall not diminish or alter the parties' obligations pursuant to the CBA except as specifically provided herein.

5. Governing Law

To the extent not governed by federal law, this MOU shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws principle thereof.

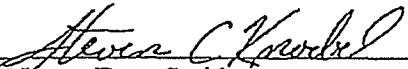
6. Counterparts

This MOU may be executed in one or more counterparts and delivered by mail or electronic transmission in PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have executed this MOU by the undersigned duly authorized representatives as of the Effective Date.

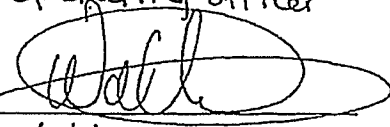
LOCAL UNION 1600, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

BIF III HOLTWOOD LLC

By: 
~~Name: Evan Smith~~
~~Title~~

NAME: STEVE KNOEBEL
Title: President
IBEW Local 1600

By: 
Name: Thomas Deedy
Title President and Chief
operating officer

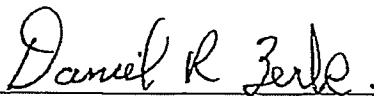
By: 
Name: Walter Di Cesare
Title Vice President and
Assistant Secretary

MEMORANDUM OF AGREEMENT
BETWEEN
BIF III Holtwood LLC
AND
IBEW LOCAL 1600

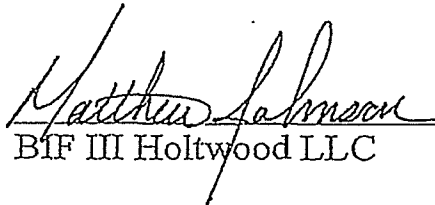
This Memorandum of Agreement between BIF III Holtwood LLC and the International Brotherhood of Electrical Workers, Local 1600, embodies the understanding between the parties on the creation of the new position of an Operations Administrator located at Lake Wallenpaupack. The Operations Administrator will be on the KG-2 salary table. This position is not attached to any progression line.

The job description for the Operations Administrator position is contained in Attachment A to this Agreement.

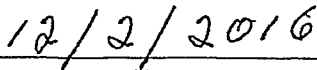
Effective the first pay period following the signing of this agreement, Amy Burnett Empl. #1002254, will be promoted to this new position at the KG-2, Step 8 rate, (Step increases are at 13 pay period intervals). Subsequent vacancies in this position will be filled through the job bid process following Article V, Section 2, Paragraph N (3), and pay will be handled in accordance with Article VI, Section 5 of the Labor Agreement.



IBEW Local 1600



BIF III Holtwood LLC



Date



Date

**MEMORANDUM OF UNDERSTANDING
"JOBS DESCRIPTION AGREEMENT"**

(Includes Holtwood job descriptions, progression lines, and 12 hour shifts)

This Memorandum of Understanding (the "MOU") is made as of October __, 2017 (the "Effective Date") between BIF III HOLTWOOD LLC (the "Company") and LOCAL UNION 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (the "Union") (the Company and Union are referred to herein individually as a "Party" and collectively as the "Parties").

This MOU cancels and supersedes the agreement identified as "LOU 12-0510" between the Union and Holtwood, LLC (under PPL ownership) signed November 12, 2012. The Parties agree to the following three subjects as outlined below, applicable to the Holtwood facility: Holtwood job descriptions, 12-hour shift schedule, and progression lines for purposes of continuing progression line seniority.

The Parties agree to the following job descriptions for the Holtwood facility:

JOB TITLE: Holtwood Specialist Lead Operator

SUPERVISION: Supervisor, Operations

DIRECTS: Other personnel of like and lower classification, Holtwood Specialist

PURPOSE: The Holtwood Lead Operator directs the Plant operation, operates, maintains, troubleshoots and is responsible for work associated with the Holtwood generating facility. This position operates, maintains and observes the operation of all site equipment without onsite supervision. Site equipment includes, but is not limited to; Hydro turbines, generators, pumps, motors, valves, compressors, HVAC systems (excepting work requiring a license to work with refrigerants), lighting and electrical systems. Takes corrective action to ensure the continued operation of the facility. Performs mechanical and electrical maintenance and operates the generating station. Works alone or with assistance of others. Is responsible for completing assigned work by directing one or multiple groups of employees who perform maintenance and operating work. Perform work along with providing the necessary leadership, all-around knowledge, initiative, judgment, and experience to produce a quality job.

DESCRIPTION OF DUTIES: Duties include, but are not limited to:

1. Operates station control board.
2. Observes operating conditions of all site equipment as reflected by annunciators, instruments, gauges, controls and visual and audible observation.
3. Places in or removes from service, hydro turbine generators, as directed, to meet system load requirements.
4. Communicates with the Water Resource Manager and NASCC to establish generating unit operating schedules and modify as needed.
5. Controls and switches power supply to all auxiliaries and station buses of various voltages.
6. Makes minute-to-minute adjustments as necessary to ensure site equipment is operating properly, and places site equipment in service and removes site equipment from service as required or as directed.
7. Maintains all site equipment as directed. This includes, but is not limited to testing, lubrication, cleaning, diagnosing, troubleshooting and making repairs.
8. Directs the operation of hydro generators, turbines and auxiliary equipment
9. Directs or performs switching and blocking required by LOTO on site equipment in accordance with local LOTO procedure
10. Records and logs periodic readings reflecting performance of site equipment, records data, runs required tests, interprets results and makes necessary corrections. Replaces charts on recording instruments.
11. Performs all duties of the appropriate Holtwood Specialist title when not acting as the Lead Operator.
12. Performs such other related duties as assigned or as necessary.
13. Follows instructions to ensure compliance with HSSE and regulatory requirements.

MINIMUM ENTRY REQUIREMENTS:

- Five years' experience as a Holtwood Specialist
- High school diploma or equivalent
- Possess a valid PA vehicle license
- Thorough knowledge of the Company's LOTO Processes
- Ability to obtain/maintain switching and EIC/Holder authority for work.
- Working knowledge and adherence to the provision of the HSSE Rules applicable to work performed.
- Working knowledge of tools and materials used in the performance of the above duties.
- Strength and endurance to perform the above duties.

JOB TITLE: Holtwood Specialist –Electrical, Holtwood Specialist -Electrical- Trainee

SUPERVISION: Supervisor, Operations

DIRECTS: Other personnel of like classification

PURPOSE: Performs and is responsible for work associated with Holtwood facilities involving skill and knowledge in operation and maintenance work associated with generating plant and equipment performance and repairs. The Holtwood Specialist may work alone or with the assistance of other Holtwood Specialists, Holtwood Lead Operators, and Instrument and Controls Technician.

DESCRIPTION OF DUTIES: Duties include, but are not limited to:

1. Tests, inspects, lubricates, cleans, and maintains all equipment, diagnoses trouble and makes repairs. Replaces minor pieces of equipment. Performs equipment installation and alignment on electrical equipment such as generators and other electrical motors and couplings.
2. Assists Holtwood Specialist Mechanical.
3. Works independently on tasks trained to perform. This position will be trained up to a "cross-training" level
4. Makes adjustments and corrections, as necessary, to ensure equipment is operating properly, and places equipment in service and removes equipment from service as required or as directed.
5. Requisitions, orders, receives, unloads and stores replacement parts and equipment.
6. Performs switching and blocking required by the LOTO program on mechanical and electrical equipment under the direction of the Holtwood Lead Operator.
7. Works with other personnel and performs work on energized conductors and equipment up to the unit interconnection point to the power grid in accordance with applicable HSSE rules and approved work procedures.
8. Performs work and works with others in the installation and maintenance of relay and control systems* where such systems are energized and in service while protecting and controlling load.
9. Uses LOTO in the performance of the above-mentioned work.
10. Performs diagnostic testing and utilizes test equipment; analyzing and interpreting results.
11. Takes periodic readings reflecting performance of equipment, records data, runs required tests, interprets results and makes necessary corrections.
12. Performs work, including switching, on energized conductors (up to 69 KV) and on equipment up to the unit interconnections point to the power grid in accordance with the applicable HSSE rules and approved work procedures. The interconnecting point is defined as the high side disconnect of the Main Transformers and the high side of the auxiliary power feed.
13. Performs electrical work on circuits at or below 600 volts. Mechanical work on such equipment as spare breakers at higher voltage is included.
14. Operates equipment such as gantry cranes, man lifts, skid loaders, trenchers and forklifts.
15. Performs general clean-up work.
16. Performs work from self-supporting structures of any height. Performs work from hanging scaffolds, spiders, or similar support devices.

17. Performs all rigging in the erection, assembly, and disassembly of powerhouse structures, power transformers, pumps and motors, and turbine/ generation equipment, etc. Performs layout of conduit and pipe systems on air, water, oil, electric, etc. as defined on drawings, sketches, or specifications with limited direction.
18. Prepares work packages and performs planning duties as assigned using computer-based systems pertaining to the work.
19. Balances rotating equipment.
20. Performs insulation removal and installation.
21. Performs other related duties as assigned or as necessary.

MINIMUM ENTRY REQUIREMENTS

Holtwood Specialist –Electrical

- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Ability to obtain a PA boating license.
- Thorough knowledge of the Company's Lockout/Tagout Processes (LOTO).
- Ability to obtain/maintain switching and LOTO EIC/Holder authority for work.
- Working knowledge and adherence to the provisions of the HSSE Rules applicable to work performed.
- Working knowledge of tools and materials used in the performance of the above duties.
- Ability to interpret sketches diagrams and specifications.
- Ability to direct other employees of like classification.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to use computer-based systems pertaining to the job.

Holtwood Specialist -Electrical -Trainee

- High school diploma or equivalent
- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Ability to obtain a PA boating license.
- Ability to obtain/maintain switching and LOTO EIC/Holder authority for work.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to learn computer-based systems pertaining to the job.

* Employees hired prior to August 28, 2017, who cannot attain respirator certification due to medical reasons shall not be penalized

JOB TITLE: Holtwood Specialist- Mechanical, Holtwood Specialist-Mechanical-Trainee

SUPERVISION: Supervisor, Operations

DIRECTS: Other personnel of like classification

PURPOSE: Performs and is responsible for work associated with Holtwood facilities involving skill and knowledge in operation and maintenance work associated with generating plant and equipment performance and repairs. The Holtwood Specialist may work alone or with the assistance of other Holtwood Specialists, Holtwood Lead Operators, and Instrument and Control Technicians.

DESCRIPTION OF DUTIES: Duties include, but are not limited to:

1. Tests, inspects, lubricates, cleans, and maintains all equipment, diagnoses trouble and makes repairs. Replaces minor pieces of equipment. Performs equipment installation and alignment on equipment such as pumps and motors, and turbine/ generation equipment.
2. Assists Holtwood Specialist Electrical.
3. Works independently on tasks trained to perform. This position will be trained up to a "cross-training" level.
4. Makes adjustments and corrections, as necessary, to ensure equipment is operating properly, and places equipment in service and removes equipment from service as required or as directed.
5. Requisitions, orders, receive, unload and stores replacement parts and equipment
6. Performs switching and blocking required by the Lockout/Tagout program on mechanical and electrical equipment under the direction of the Holtwood Lead Operator/PCO.
7. Uses Lockout/Tagout Processes in performance of the above-mentioned work.
8. Performs diagnostic testing and utilizes test equipment, analyzing and interpreting results.
9. Takes periodic readings reflecting performance of equipment, records data, runs required tests, interprets results and makes necessary corrections.
10. Performs switching on energized conductors (up to 69 KV) and on equipment up to the unit interconnections point to the power grid in accordance with the applicable safety rules and approved work procedures. The interconnecting point is defined as the high side disconnect of the Main Transformers and the high side of the auxiliary power feed.
11. Operates equipment such as gantry cranes, man lifts, skid loaders, trenchers and forklifts.
12. Performs general clean-up work.
13. Performs welding, burning and cutting operations. Performs tube/pipe end preps etc.
14. Performs work from self-supporting structures of any height. Performs work from hanging scaffolds, spiders, or similar support devices.
15. Performs all rigging in the erection, assembly, and disassembly of structures, power transformers, pumps and motors, and turbine/ generation equipment, etc. Performs layout of conduit and pipe systems on air, water, steam, oil, electric, etc. as defined on drawings, sketches. or specifications with limited direction.
16. Prepares work packages and performs planning duties as assigned using computer- based systems pertaining to the work.

17. Balances rotating equipment.
18. Performs insulation removal and installation.
19. Performs other related duties as assigned or as necessary.

MINIMUM ENTRY REQUIREMENTS

Holtwood Specialist -Mechanical

- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Thorough knowledge of the Company's Lockout/Tagout Processes (LOTO).
- Ability to obtain/maintain switching and LOTO EIC/Holder authority for work.
- Working knowledge and adherence to the provisions of the HSSE Rules applicable to work performed.
- Working knowledge of tools and materials used in the performance of the above.
- Ability to interpret sketches diagrams and specifications.
- Ability to direct other employees of like classification.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to use computer-based systems pertaining to the job.
- Ability to obtain a PA boating license.

Holtwood Specialist -Mechanical- Trainee

- High school diploma or equivalent.
- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Ability to obtain/maintain switching and LOTO EIC/Holder authority for work.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to learn computer-based systems pertaining to the job.
- Ability to obtain a PA boating license.

* Employees hired prior to August 28, 2017, who cannot attain respirator certification due to medical reasons shall not be penalized

JOB TITLE: Holtwood Specialist – Operations, Holtwood Specialist -Operations- Trainee

SUPERVISION: Supervisor, Operations

DIRECTS: Other personnel of like classification

PURPOSE: Performs and is responsible for work associated with Holtwood facilities involving skill and knowledge in operation and maintenance work associated with generating plant and equipment performance and repairs. The Holtwood Specialist may work alone or with the assistance of other Holtwood Specialists, Holtwood Lead Operators, and Instrument and Control Technicians.

DESCRIPTION OF DUTIES: Duties include, but are not limited to:

1. Tests, inspects, lubricates, cleans, and maintains all equipment, diagnoses, troubleshoots and makes repairs. Replaces minor pieces of equipment. Assists Holtwood Specialist Electrical and Mechanical in performing equipment installation and alignment on equipment such as turbines, generators and other electrical motors and couplings.
2. Assists Holtwood Specialist Electrical and Mechanical.
3. Works independently on tasks trained to perform. This position will be trained up to the "cross-training" level.
4. Makes adjustments and corrections, as necessary, to ensure equipment is operating properly, and places equipment in service and removes equipment from service as required or as directed.
5. Requisitions, orders, receives, unloads, and stores supplies and equipment.
6. Performs switching and blocking required by the LOTO on mechanical and electrical equipment under the direction of the Holtwood Lead Operator/PCO.
7. Uses Lockout/Tagout Processes in performance of the above-mentioned work.
8. Performs diagnostic testing and utilizes test equipment; analyzing and interpreting results.
9. Takes periodic readings reflecting performance of equipment, records data, runs required tests, interprets results and makes necessary corrections.
10. Performs switching up to 69 KV up to the unit interconnections point to the power grid in accordance with the applicable safety rules and approved work procedures. The interconnecting point is defined as the high side disconnect of the Main Transformers and the high side of the auxiliary power feed.
11. Operates common hand and power-driven tools, including small forklift (maximum total weight of 10,000 lbs.), scissor lift, pallet jack and power carts.
12. Performs general clean-up work.
13. Performs work from self-supporting structures of any height.
14. Performs insulation removal and installation.
15. Performs other related duties as assigned or as necessary.
16. Prepares work packages and performs planning duties using computer- based systems pertaining to the work.

MINIMUM ENTRY REQUIREMENTS

Holtwood Specialist -Operations

- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Thorough knowledge of the Company's Lockout/Tagout processes (LOTO).
- Ability to obtain/maintain switching and LOTO EIC/holder authority for work.
- Working knowledge and adherence to the provisions of the HSSE rules applicable to work performed.
- Working knowledge of tools and materials used in the performance of the above duties.
- Ability to interpret sketches diagrams and specifications.
- Ability to direct other employees of like classification.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to use computer-based systems pertaining to the job.
- Ability to obtain a PA Boating License.

Holtwood Specialist -Operations -Trainee

- High school diploma or equivalent.
- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Ability to obtain/maintain switching and LOTO EIC/holder authority for work.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance* for respirator use and may be required to pass a respirator fit and use test.
- Ability to learn computer-based systems pertaining to the job.
- Ability to obtain a PA Boating License.

* Employees hired prior to August 28, 2017, who cannot attain respirator certification due to medical reasons shall not be penalized

JOB TITLE: Holtwood Instrument and Controls Technician,
Holtwood Instrument and Controls Technician – Trainee

SUPERVISOR: Supervisor of Operations

DIRECTS: Other employees as necessary

PURPOSE: Provides the expertise to perform work in intricate mechanical, electrical and electronics instrument and control systems including the troubleshooting, testing, maintenance, calibration, installation, adjustment and repair of assigned station control systems, equipment protective systems, computer systems, and individual controls and instrumentation, in order to provide for the efficient and continuous operation of the station.

DESCRIPTION OF DUTIES: Duties include but are not limited to:

1. Performs skilled work on all instrumentation and control systems and coordinates unit control systems with minimum interference to systems. This often necessitates working on live equipment.
2. Gathers all necessary data from sources, such as: recorders, gauges, computer print-outs, graphs, charts, indicators and other associated instrumentation and test equipment; isolates the malfunction; and repairs malfunctioning instruments and controls.
3. Aids, advises and assists operating personnel and technical personnel to interpret indications and intelligence provided by various instruments, and to differentiate between equipment and instrument malfunction.
4. Directs, instructs and trains employees in the maintenance, testing, calibration, installation, repair and proper functioning of all instrumentation and control systems.
5. Inspects, troubleshoots, maintains, repairs, upgrades obsolete instrumentation
6. After specifying suitable replacement(s), installs, adjusts and calibrates, as assigned, station instrumentation and control systems (mechanical, electrical, pneumatic, hydraulic, or electronic).
7. Inspects, troubleshoots, maintains, repairs, installs, adjusts and calibrates, as assigned, protective relays*, station analyzing, indicating and recording instruments (mechanical, electrical, pneumatic, hydraulic, and electronic), such as: flow meters, temperature pressure and level devices, recorders, transmitters and receivers used in instrumentation, monitoring instruments, portable tests and survey instruments, plant laboratory instruments and environmental instruments.
8. Prepares instrument maintenance schedules, overhaul work list, calibration records, etc. and coordinates completion of work. Develops and maintains written/electronic databases and records as required.
9. Assists with or conducts assigned tasks to ensure that safety related systems and instrumentation are functioning properly and able to allow for efficient operation, start-up or shutdown of the power plant as required.

10. Works with Lockout/Tagout process (LOTO), submits LOTO requests and accepts LOTO orders for work on instrumentation and control equipment and systems.
11. Assists in regular and special station tests by setting up necessary instrumentation, taking readings and compiling data.
12. Maintains inventory, prepares stores orders, purchase orders, contracts and/or work order requests, interfaces and interacts with vendors.
13. Submits proposed updates in operating and maintenance procedures to reflect changes and improvements.
14. Participates in all appropriate aspects of training and retraining programs. Reads and interprets drawings, prints, diagrams, etc., and makes sketches and diagrams to facilitate work. Updates, revises and submits changes as required.
15. Keeps personal and shop tools and equipment in good working order and maintains good housekeeping and safety in the working areas.
16. Maintains thorough knowledge and adherence to the provisions of the HSSE rules applicable to work performed.
17. Assists with other duties as assigned.

MINIMUM ENTRY REQUIREMENTS

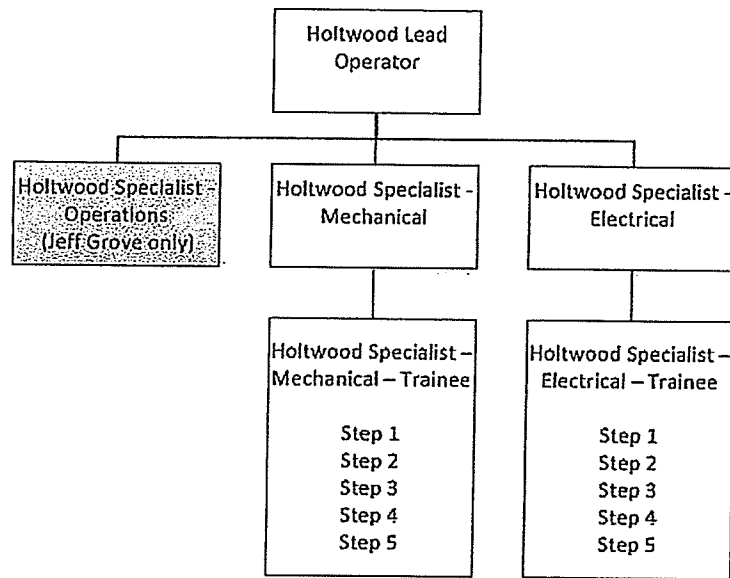
Holtwood Instrument and Controls Technician – Trainee

- Must have satisfactorily completed accredited courses in Mathematics through Trigonometry, DC and AC circuits including Magnetism and Polyphase Theory, Basic Electrical and Mechanical Diagrams, Fundamental Solid State Electronics, PLC and Networking Fundamentals or successful completion of the equivalent.
- Possess a valid PA vehicle license.
- Ability to obtain NERC/CIP PSP clearance.
- Ability to obtain/maintain switching and LOTO EIC/Holder authority for work.
- Strength and endurance to perform the above duties. Must be able to attain medical clearance** for respirator use and may be required to pass a respirator fit and use test.
- Ability to learn computer-based systems pertaining to the job.

* Employees hired into the 'Instrument Man' job, prior to August 28, 2017, shall not be expected to perform relay related work without adequate training and experience and shall not suffer demotion as a result.

** Employees hired prior to August 28, 2017, who cannot attain respirator certification due to medical reasons shall not be penalized

Holtwood Progression Line



Jobs Description Agreement -- October 2017

Shift Schedule:

In order to facilitate the 24-hour operation of the facility, the Parties agree the Company shall utilize a 12-hour rotating operator shift schedule based on a 28 day, 4-week schedule with employees scheduled to work 13 days and be off 15 days. See the example below. All associated time will be treated per the CBA with the following exception. All work, sick, and vacation time after the fourth hour and through twelfth hour of the fourth W day in a payroll week will be paid at time and one half.

2017	Jan-17	Jan-18	Jan-19	Jan-20	Jan-21	Jan-22	Jan-23	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28	Jan-29	Jan-30	Jan-31	
A Shift	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
	W	ST	ST	W	W	ST	ST	ST	W	ST	ST	W	W	W		
	W	ST	ST	W	W	ST	ST	ST	W	W	ST	ST	W	W	W	
A Shift	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
	ST	ST	W	W	ST	ST	ST	W	ST	ST	W	W	W	ST	ST	
	ST	ST	W	W	ST	ST	ST	W	ST	ST	W	W	W	ST	ST	

This MOU may be executed in one or more counterparts and delivered by mail or electronic transmission in PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS, WHEREOF, the Parties have executed this MOU by the undersigned duly authorized representatives.

LOCAL UNION 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By: *Steven C. Kroeber*
 Name: *Steven C. Kroeber*
 Title: *President*
 Date: *1/16/18*

BIF III HOLTWOOD LLC

By: *Thomas Uncher*
 Name: *Thomas Uncher*
 Title: *Vice President*
 Date: *February 2, 2018*

By: *Walter Di Cesare*
 Name: *Walter Di Cesare*
 Title: *Vice President & Assistant Secretary*
 Date: *February 2, 2018*

**MEMORANDUM OF UNDERSTANDING
"WALLENPAUPACK JOBS DESCRIPTION AGREEMENT"**

(Includes Wallenpaupack job descriptions, progression levels and wage schedule)

This Memorandum of Understanding regarding the Wallenpaupack Job Descriptions Agreement (the "MOU") is made as of December 28, 2017 (the "Effective Date") between BIF III HOLTWOOD LLC (the "Company") and LOCAL UNION 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (the "Union") (the Company and Union are referred to herein individually as a "Party" and collectively as the "Parties").

The Parties agree to the following job descriptions for the Company's Wallenpaupack facility:

Hydro Technician - Wallenpaupack

A. JOB TITLE: Hydro Technician - Wallenpaupack

SUPERVISION: Operations Supervisor, Operations Manager

DIRECTS: Other persons of like classification

PURPOSE: Performs and is responsible for work associated with the Wallenpaupack Hydro facility, involving skill and knowledge in Operation and Maintenance work associated with the generating plant and equipment performance and repairs. The Hydro Technician shall be able to, work independently or in cooperation with other disciplines.

Description of Duties:

Duties include, but are not limited to:

- Operation of the Wallenpaupack hydro including starting, stopping and synchronizing the generators to the electrical system.
- Perform Switching required by hazardous energy control procedures or normal operations
- Test, Inspects, lubricates, cleans, and maintains all equipment, diagnoses trouble and make repairs. Replaces/repairs minor pieces of equipment.
- Works independently on tasks trained to perform. This position will be trained to the Hydro Technician training curriculum (Qualification Matrix).
- Be available and respond to off-hour call-in at the facility.
- Operation within Wallenpaupack FERC license requirements and other regulatory requirements.
- Make adjustments and corrections, as necessary, to ensure equipment is operating properly, and places equipment in service and removes equipment from service or as directed.
- Perform daily inspections, record and maintain readings as required
- Perform inspections as directed to comply with regulatory requirements (e.g. SPCC, NPDES)
- Simple Calibration and maintenance of Dissolved Oxygen Monitors

- Operation and maintenance of Dissolved Oxygen valves in the plant
- Operation and maintenance of Aeration system
- Inspect facility and structures, perform reading and record measurements per the Dam Safety and Surveillance Monitoring Plan
- Perform simple diagnostic testing and utilizes simple test equipment (e.g. multimeter), analyzing and interpreting test results.
- Perform daily inspections, take periodic readings reflecting performance of equipment, records data runs required tests, interpret the results and make the necessary corrections.
- Perform switching less than or equal to 69 KV, up to the unit interconnection point to the power grid in accordance with the applicable safety rules and approved work procedures.
- Perform general clean-up including asbestos (O&M), steam cleaning, parts cleaning and pressure washers and to maintain plant cleanliness.
- Verification of operational functionality of existing security system/cameras, report deficiencies
- Operate common hand and power-driven tools, including forklift, aerial lifts, pallets jack and power carts. Perform minor mowing and vegetation control, snow removal around the generation station and ELC, including operation of tractors, lawn mowers, line trimmers, chainsaws/pole saws and snow blowers.
- Perform work from self-supporting structures of any height, in confined spaces, or at elevation.
- Prepare packages and reports on work packages using computer-based systems pertaining to the work.
- Prepare requisitions, orders, and receive, unload and store replacement parts and equipment.
- Perform related duties as assigned or as necessary.

Minimum Qualifications:

- High School Education Diploma or equivalent
- Must attain a passing score on the Company's Skilled Trades test (or its replacement when implemented).
- Ability to work independently and unsupervised
- Ability to direct and work with others
- Thorough knowledge of Company Safety Policies and Procedures and how they pertain to the work to be performed.
- Thorough knowledge of Control of Hazardous Energy Procedure, including the ability to act as the Controlling Authority, or Operating Authority, or Employee in Charge dependent upon the situation.
- Ability to direct other employees of lower or like classification.
- Strength and endurance to perform the duties associated with this position.
- Working knowledge of the tools and material to perform the job duties described herein, including computer based systems pertaining to the job.
- Ability to read and understand mechanical, civil/structural and electrical schematics.

- Ability to work in elevated positions, small or confined spaces, work on and around water, work on and in the proximity to energized electrical components, hot or cold environments.
- Ability to utilize technology such as computer, tablets, cell phones, including associated software and applications.
- Must maintain a valid Pennsylvania driver license
- Ability to obtain a Pennsylvania Boater Safety Course Certificate
- Ability to pass a NERC security background check (if required)
- Must reside within a 50 miles driving distance of Wallenpaupack Hydro facility.
- Minimum Times in Grade

Level 1	Level 2	Level 3	Level 4	Level 5
1 year	1 year	1 year	2 years	

NOTES:

1. Employee will progress levels by qualification as identified in Wallenpaupack Hydro Technician Qualification Checkoff Sheets, attached as Schedule "A". If the employee does not demonstrate progression by qualification a discussion will be held with the IBEW to address progress. If progress is found unacceptable by the Company, the Company and the Union will meet to discuss options.
 2. Time represents, minimum time in the position.
 - a. If an employee can achieve the required training and proficiency prior to attaining minimum time the Company and the Union will meet to discuss accelerated advancement.
 3. Training opportunity will be provided by the Company. Computer Based Training (CBT) will be satisfactory if a score of 70% or greater is attained. If training is not provided to the employee, they will progress to the next level of pay within 6 months of the time designated above.
- B. The Parties agree that Wage Schedule W for the Wallenpaupack Hydro Technician position will read as follows:

Wage Schedule W – Wallenpaupack Hydro Technician

	Level 1	Level 2	Level 3	Level 4	Level 5
2017	20.50	25.63	30.75	35.88	41.00
2018	20.91	26.14	31.37	36.60	41.82
2019	21.33	26.67	31.99	37.33	42.66
2020	21.75	27.20	32.63	38.08	43.51
2021	22.30	27.88	33.45	39.03	44.60

This MOU may be executed in one or more counterparts and delivered by mail or electronic transmission in PDF, each of which shall be deemed to be an original and all of which taken together

shall be deemed to constitute one and the same instrument.

IN WITNESS, WHEREOF, the Parties have executed this MOU by the undersigned duly authorized representatives.

LOCAL UNION 1600, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By: Steven C. Knoebel

Name: Steven C. Knoebel

Title: President

12/28/17

BIF III HOLTWOOD LLC

By: [Signature]

Name: Jon D. Elmer 1/12/2018

Title: Director

By: [Signature]

Name: Thomas Unshel

Title: Vice President

1/15/18

Hydro Technician 1	Employee	Supervisor
Training Requirements		
Initial First Aid (bi-annual), Blood borne Pathogens		
Initial CPR (bi-annual), AED		
Employee Medical and Exposure Records		
Hazardous Materials Awareness - Asbestos, Lead, Hexavalent Chromium, Silica, Mercury		
Hazard Communication/GHS		
Personal Protective Equipment		
Respiratory Protection		
Hearing Conservation		
Facility Emergency Action Plan and Evacuation		
Ladder Safety		
Stairways Safety		
Aerial Lifts Safety		
Initial Fall Prevention and Rescue		
Overhead and Gantry Cranes		
Rigging and Slings		
Hand Signals		
Powered Industrial Trucks (Fork Lifts)		
Grinding , Welding, Cutting and Brazing (Hot Work)		
Incipient Fire Fighting		
Initial Qualified Employee Training (QEP)		
Initial Confined Space Training		
Hazardous Energy Control (LOTO)		
Initial Job Planning		

Brookfield Required Training		
Initial General Employee Training (GET)		
Initial General Regulatory Environmental Awareness Training (GREAT)		
Controlling Authority and 3 Way Communication		
Initial Spill Prevention Control and Countermeasures (SPCC)		
Initial Water Rescue Training		
Accident and Incident Reporting		
Emergency Action Plans (EAP)		
Public Safety (Area Specific)		
Defensive Driving		
Initial Dam Safety Training		
Dam Safety MODULE 01 - DS Awareness		
Dam Safety MODULE 02 - Dams 101		
Dam Safety MODULE 03 - Surveillance & Monitoring		
Dam Safety MODULE 04 - Instr. Data Collection		
Dam Safety MODULE 05 - Conducting DS Inspections		
Dam Safety MODULE 06 - Gate & Flashboard Operation		
Dam Safety MODULE 07 - EAP Development & Implementation		
Dam Safety MODULE 08 - ID & Prioritization of DS Improvements		
Dam Safety MODULE 09 - Design & Construction DS Modifications		

Trades Training		
Trades Sciences		
Tools		
Shop Practices		
Fasteners		
Technical Drawings		

Skills Demonstration		
Basic Computer Skills to support Hydro Operations Microsoft Office, Word, Excel, Outlook; PI-Historian		
Demonstrate Three-way Communications per procedure		

Knowledgeable In Emergency Response plan, including but not limited to: Fire, Medical, Security Threat, Evacuations		
Thorough knowledge of FERC License requirements as they pertain to lake level fluctuations, minimum flows, DO releases, thermal releases, recreation releases		
Review and be knowledgeable In Environmental, Safety and Security Policies and Procedures.		
Demonstrate an understanding jargon as it pertains to Electricity production and generating equipment as defined in HOP 101.		
Complete knowledge of personal protection policies and equipment including but not limited to FR clothing, safety glasses and face shields, appropriate glove selection for the hazards, fall protection, respirators, and hardhats.		
Knowledgeable on Chemical inventory and how to access Material Safety Sheets		
Knowledgeable in the SPCC plan and spill notification procedures, and records management process		
Review and be knowledgeable of Emergency Action Plan as it pertains to: Imminent Failure, Potential Failure, Non-failure, and High flow emergency operations.		
Ability to read and interpret station one line diagrams, hydraulic, pneumatic, piping, and structural drawings.		
Incident Reporting Policies and Procedures		
Demonstrate a complete and thorough understanding of the Lock-Out Tag-Out, policies and procedures up to an Authorized employee designation		
Thorough knowledge and understanding of Job Planning, and the ability to write effective Job plans recognizing hazards, and developing barriers to safely perform assigned work, recognize changes and update Job Plans accordingly		
Inspect/verify the functionality of existing security, and public safety devices and report deficiencies		
Operation and care of small power or motorized tools and equipment, including but not limited to: chainsaws, mowers, line trimmers, tractors, snow blowers and snowplows.		
Ability to perform testing of air monitoring equipment as per manufacturer's recommendation and all applicable laws and regulations.		
Demonstrate the ability to quickly and accurately read scales, graphs and charts used in the Operations of the Hydroelectric facility		
Demonstrate the ability to record station information in station logs and station inspection sheets		
Perform readings and record measurements as they pertain to the Dam Safety and Surveillance Monitoring plan (DSSMP)		
Operate and maintain the Dissolved Oxygen system		
Operate and maintain the Aeration system		
Proper Hydro Station response to alarms ; understand and follow on call procedures		
Station Operation and Procedures; Understand the requirements for Synchronizing the Generator to electric power system.		
Station Operation and Procedures; Normal Unit Start-up and Shut-down		
Station Operation and Procedures; Emergency Shut-down		
Station Operation and Procedures; Generator Cooling water system		
Station Operation and Procedures; Generator Bearing Cooling Water system		
Station Operation and Procedures; Generator Air Cooling System		
Station Operation and Procedures; Bearing Lubrication System		
Station Operation and Procedures; Procedure for an 86 Relay Operation		
Station Operation and Procedures; Procedure for Guide Bearing		
Station Operation and Procedures; Procedure for loss of Station Service		
Station Operation and Procedures; Procedure for Thrust Bearing Alarm		
Station Operation and Procedures; Actions to be taken in case of an oil leak or transformer gassing event in a GSU		
Generator Fire suppression system (CO2)		

Hydro Technician 2	Employee	Supervisor
Training Requirements		
High Voltage Training including use and inspection of rubber goods, circuit testing and grounding		
Use of multi-meters including testing for voltage, resistance, current, and continuity		
Inspection and testing of live line tools i.e. switch sticks and ground sticks		
Inspection and maintenance of the Public safety plans and signage		

Trades Training		
Mechanical Safety		
Basic Lubrication		
Basic Bearings		
Basic Seals		
AC /DC Fundamentals		
Machines (DC/AC)		

Skills Demonstration		
Understand and utilize the Preventive Maintenance system (IFS) to perform and track maintenance activities		
Demonstrate the ability to read and interpret: electrical 3 line diagrams, relay logic, complex P&ID drawings, recognizing designated equipment and functions		
Calibration and maintenance of dissolved oxygen monitors		
Safely De-water the pipeline and penstocks		
Operation of the Roll gates on the dam, routine, emergency generator and Manual modes.		
Know the types, purpose, and function of relays		
Know components of electric motors and their purpose		
Know methods to determine proper operation of transformers and transformer standards.		
Know the different sections of a generator and their purpose (e.g., stator, field, exciter); types of generators (e.g., AC, DC, number of poles); proper operating procedures and factors that impact the efficient operation of a generator (e.g., load, voltage); Includes methods to detect turbine problems and determine proper operation		
Know methods for regulating generator operation; includes methods to detect improper operation and results of improper operation		
Know what it means to synchronize a generator and purpose for synchronizing		
Understand Unit excitation system, including its care and maintenance		
Demonstrate the ability to inspect and replace excitation brushes and collector ring brushes, including all proper points of protection for LOTO.		
Auxiliary Powerhouse equipment, air compressors, overhead crane operation		

Hydro Technician 3	Employee	Supervisor
Training Requirements		
Training to perform a LOTO and act as the Employee In Charge		
Electrical Theory – Be familiar with all concepts, principles, symbols and calculations related to electricity; be prepared to answer questions related to definitions, theories, formulas, and different types of circuits (e.g., series, parallel and series-parallel)		
Know definitions of electrical concepts (e.g., capacitance, inductance, resistance, and parallel circuits); Includes conversion of units of measurement		
Know which characteristics are measured by various pieces of electrical test equipment (e.g., ammeter, voltmeter, ohmmeter and multimeter)		
Know how to calculate voltage drops and electrical values from or between specific points (e.g., total resistance, current) in series, parallel and series-parallel circuits		
Know units of measure for all electrical terms (e.g., resistance, current, voltage, inductance, and capacitance)		
Know basic theory of operations of transformers (e.g., potential transformers); know how to calculate line voltage on potential transformers based on ratios; know types of transformers and windings (e.g., delta, wye); know transformer protection devices; Includes knowledge of power factors and reasons for/effects of grounding		
Electrical Applications– Be familiar with various types of electrical applications, their principles and their operation; Includes batteries, protective devices, solenoids, and motors		
Know principles of operation, use and maintenance of batteries; includes charging process and procedures for checking condition (e.g., specific gravity readings)		
Know definition, operation and components of solenoids		
Know different types of motors (e.g., three-phase), motor components, maintenance procedures (e.g., cleaning); Includes knowledge of load current charts		

Trades Training		
Motor Control & Detection		
Fluid Power		
Instrumentation		
Pumps		

Skills Demonstration		
Stations Operating Procedures Governor systems		
Stations Operating Procedures Governor oil system including air maintenance and system balancing		
Review and be knowledgeable within NPDES Management Practices		
Review and be knowledgeable in Public Safety Plans, Security and Environmental plans		
Review and comment for edits on the Plant Operating manual and plant specific procedures		
Review and comment on LOTO procedures		
Review and be knowledgeable on roll gate operations and testing		

Hydro Technician 4	Employee	Supervisor
Training Requirements		
Electrical Troubleshooting – Be familiar with methods of diagnosing problems and analyzing symptoms of problems with electrical equipment		
Know proper operation and maintenance of AC and DC generators; includes knowledge of visual and operational symptoms of equipment problems (e.g., brushes)		
Know how to troubleshoot electrical circuits (e.g., pump, motor, motor control) using elementary diagrams; includes knowledge of symbols and their use.		
Equipment Lubrication– Be familiar with various types of lubricants (e.g., grease, oil); Includes knowing uses and purposes for lubrication a) Know characteristics and principles of lubrication; includes troubleshooting lubrication problems; purpose for use of lubricants, factors that affect lubricants, and how to select proper lubricants b) Know types and characteristics of lubrication systems and how they are used c) Know various types and applications of filters; includes determining and selecting filter with proper micron rating and knowledge of purpose of micron rating		
Rigging and Hoisting – Be familiar with materials, procedures, and safety procedures involved in lifting or transporting equipment and/or materials; includes selection of proper materials and technique based on material size and weight		
Know all rigging materials (e.g., shackles, eye-bolts), equipment, and configurations (e.g., choke, basket); impact different configurations have on load capacity (e.g., sling angle); safety and inspection procedures (e.g., wear detection); how to select materials (e.g., wire rope); Includes knowing how to read and interpret load charts		
Know hand signals used in lifting and transporting materials and equipment with cranes and hoists (e.g., lift, lower, back) d) Know operation of chain, electric, and pneumatic hoists		
Know how to determine load weight based on item dimensions (e.g., height, weight, thickness)		
Precision Measurement– Be familiar with precision measurement tools (e.g., inside and outside micrometers); includes their function and how to read them a) Know all types of precision measurement tools, including micrometers, inside calipers, feeler (i.e., thickness) gauge, radius gauge, dial indicators, layout tools (e.g., dividers, squares), and torque wrench; includes knowing their uses b) Know the definitions for different aspects of fit (e.g., tolerance, clearance) c) Know how to properly lay out work and make calculations and measurements (e.g., hole positioning, overall size of fabricated piece, how to maximize material)		
Trades Training		
Drives		
Couplings & Clutches		
Shafts & Attachments		
Gears		
Skills Demonstration		
Demonstrate knowledge of generator protection		
Ability to inspect, install replace packing material		
Ability to preform basic pipe fitting, soldering , welding and threaded connections		
Ability to overhaul and repair small valves		
Ability to perform shaft alignments		
Ability to install repair replace bearings including scraping of babbbited bearings		



Hydro Technician 5	Employee	Supervisor
Hydro Technician Requirements met Level 1- 4		



**MEMORANDUM OF UNDERSTANDING
"WALLENPAUPACK JOBS DESCRIPTION AGREEMENT"**

(Includes Wallenpaupack Job descriptions, progression levels and wage schedule)

This Memorandum of Understanding regarding the Wallenpaupack Job Descriptions Agreement (the "MOU") is made as of April 30, 2018 (the "Effective Date") between BIF III HOLTWOOD LLC (the "Company") and LOCAL UNION 1600, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (the "Union") (the Company and Union are referred to herein individually as a "Party" and collectively as the "Parties").

The Parties agree to the following job descriptions for the Company's Wallenpaupack facility:

JOB TITLE: Facilities Worker - Wallenpaupack

ORGANIZATION: Wallenpaupack

SALARY TABLE: FW01

PURPOSE: Performs semi-skilled duties and assists other employees only at Wallenpaupack Facilities. Also performs semi-skilled work with equipment as listed, and will not be used to erode higher classification duties.

SUPERVISOR: Supervisory personnel as assigned

DIRECTION: Other personnel of higher classification

DIRECTS: Responsible for own work

DESCRIPTION OF DUTIES: Duties include, but are not limited to:

1. Performs janitorial duties such as stocking washrooms and replenishing restroom supplies i.e. paper products, soap, etc. Cleans windows, walls, ceilings, furniture, toilets, sinks, light fixtures and HVAC vents; changes ceiling tiles. Launders non arc flash clothing. Waxes and maintains finished floors using power equipment; empties trash receptacles and recycle containers. Changes light bulbs only when necessary to perform their duties.
2. Maintains plant grounds by performing clean-up work, removing trash and debris; grass cutting and weed whacking; clearing of snow using hand tools, snow blowers, chain saws, power brooms, and lawn/garden equipment. Manual watering of vegetation (no hydro seeder or gator type equipment).
3. Dig and backfill holes, ditches, trenches, or other displacements with hand tools.
4. Perform duties of a flagman.
5. Cleans, maintains and stores equipment utilized to perform assigned tasks
6. Moves furniture and office equipment

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7. Performs tasks such as painting walls, floors, doors, handrails and dock lines, other as directed.
8. Performs duties using up to a 28' extension ladder.
9. Operate common hand and power-driven tools, including small forklift (maximum total weight of 10,000 lbs.), scissor lift, pallet jack and power carts.
10. Completes simple documentation associated with job duties.
11. Operates non-CDL licensed vehicles. Works from and operates a boat up to 26' to perform semi-skilled work. (this does not include barges).
12. Load, unload, and deliver items such as materials, tools, equipment, and mail to various locations
13. Performs inspections on fire and safety equipment such as plant eye wash stations, SCBA units, first aid kits including restocking, cleans, paints and recharges fire extinguishers, fire hose reels.
14. Performs semi-skilled environmental duties such as moving 55 gallon drums with a fork lift and properly documents the handling of waste performed associated with job duties. Performs inspections of various waste handling and storage facilities around the facility.
15. Performs such other duties, as assigned or as necessary.

MINIMUM ENTRY REQUIREMENTS:

1. High school education or equivalent.
2. Possess a valid PA vehicle license.
3. Satisfactory physical condition, strength, dexterity and endurance to perform above duties in and out of doors and under all working conditions.
4. Successfully passing the Skilled Trades Test or its replacement.
5. Pass security background screening for NERC/CIP clearance
6. Ability to obtain respirator certification.
7. Ability to learn and follow government regulations associated with job duties including but not limited to safety rules and compliance training
8. Ability to obtain a PA Boating License.

Wage Schedule: FW01– Facility Worker - Wallenpaupack

Until Aug. 26, 2018	\$19.210
Aug. 27, 2018	\$19.594
Aug. 27, 2019	\$19.986
Aug 27, 2020	\$20.386
Aug 27, 2021	\$20.896

*General Wage Increases as per contract starting Aug 27, 2018, as above.

This MOU may be executed in one or more counterparts and delivered by mail or electronic transmission in PDF, each of which shall be deemed to be an original and all of which taken together



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shall be deemed to constitute one and the same instrument.

IN WITNESS, WHEREOF, the Parties have executed this MOU by the undersigned duly authorized representatives.

LOCAL UNION 1600, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By: Daniel R. Zerbe

Name: Daniel R. Zerbe

Title: Business Rep.

BIF III HOLTWOOD LLC

By: Jon D Elmer

Name: Jon D Elmer

Title: Director

By: ATU

Name: Thomas Uncker

Title: Vice President

