AGREEMENT

between

NRG ENERGY, INC.
HENNEPIN COUNTY ENERGY CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70

June 1, 2015 through May 31, 2020
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WHEREAS the employees of NRG Energy, Inc., herein after referred to as the "Employer", working at Hennepin County Energy Center, 600 10th Avenue South, Minneapolis, MN, have elected to bargain collectively with the Employer, and for said purpose a majority of them have affiliated themselves as members of the International Union of Operating Engineers, Local 70, herein after referred to as the "Union" and have chosen the Union to bargain collectively with the Employer on their behalf for wages, hours, and working conditions. Therefore, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

**ARTICLE 1 – NO DISCRIMINATION AND EQUAL EMPLOYMENT**

We agree that there shall be no discrimination against any employee or applicant for employment because of affectional orientation, age, color, creed, marital status, national origin, physical or mental disability, public assistance status, race, religion, sex, veteran status or Union membership. We further agree to comply with state and federal laws. Employee claims of a violation of this Article shall not be subject to Article 4.

**ARTICLE 2 – RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees at the Hennepin County Energy Center, as classified herein with reference to all matters pertaining to Employer and employee relationships therein. The term “Engineer” shall include all persons operating or assisting in operating and maintaining steam boilers, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration, air conditions and heating machinery and equipment, and all other appurtenances and auxiliaries, connected with and used on the Employer’s premises, as covered by the Union’s jurisdiction. The Employer agrees that an Engineer shall be on duty while there is in operation any of the above listed equipment.

Section 2. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the provisions and terms of this contract.
Section 3. All persons now employed or hereinafter employed by the Employer and coming under the Union's jurisdiction shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO or alternatively shall pay the financial core of initiation fees, assessments, and dues uniformly required for membership in the Union, thirty-one (31) days from the date of their employment.

Upon written notice by the Business Manager of the Union to the Employer that a certain individual or individuals is or are not in compliance with Section 3, the employee or employees will be suspended from work without pay until payment is received by the Union or fourteen (14) days expires. If payment is not received within the fourteen (14) days, it shall be sufficient grounds for termination.

Section 4. The Employer will recognize a shop steward for handling Union business as delegated by the Union Business Manager. The Union Business Manager shall designate the shop steward to the Employer in writing. The shop steward will be allowed reasonable time without loss of pay for the purpose of handling grievances and contract negotiations. Any aggrieved employee shall have the right to have the shop steward and/or Business Representative present when the employee's grievance is presented and/or settled.

Section 5. Employees shall have the right to request and will be allowed dues deduction. The Employer will deduct from the wages all initiation fees, dues, and assessments upon written authorization by the employee. Dues deductions will be made each month and transmitted to the Union's office together with a list of names of the employees from whom deduction were made and the amounts within fourteen (14) days of the following month. The Union agrees to promptly refund any deduction wrongfully made.

ARTICLE 3 – RIGHTS OF THE PARTIES

Section 1. The Company and the Union agree to negotiate and deal with each other, for all employees of the Company covered in this agreement, on matters relating to hours, wages and other definite conditions of employment, included within the application and interpretation of this Agreement affecting said employees.
Section 2. Management Rights. The right and power to select and hire all employees, to suspend, discipline, demote or discharge them for reasonable cause, to promote them to supervisory or other positions, to assign, supervise and direct all working forces, to maintain discipline and efficiency between them, and to exercise the other customary functions of the Company for the carrying out of the business and operations are recognized as vested exclusively in the Company. Such right and power shall not be exercised arbitrarily or unfairly as to any employee and shall not be exercised so as to violate any provision of this agreement. No rule, procedure or practice of the Company shall be contrary to any provision of this agreement.

The Union supports the Company's Drug and Alcohol Free Workplace Policy and the Company’s right to require any and all employees to submit to the Policy (including rehabilitation) and to alcohol and/or drug testing. All actions taken would need to be in compliance with Minnesota state statutes. Any changes in the Company policy will be communicated and discussed with the Union, prior to any implementation.

ARTICLE 4 – GRIEVANCE AND ARBITRATION

All grievances shall be determined as provided in this Article. A grievance shall be defined as any dispute arising over the interpretation of or the adherence to the terms and provisions of this Agreement. The following steps shall be utilized in resolving grievances:

Step 1. The employee will informally discuss the grievance with the employee’s immediate supervisor.

Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Plant Manager. The written grievance must be submitted to the Employer within ten (10) calendar days after the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within twelve (12) calendar days after the payday for the period during which the grievance occurred.

Within twelve (12) calendar days after submission of the written grievance to the Plant Manager, a meeting to consider the grievance
shall be held among representatives of the Employer and the Union, with or without the Employee.

Within twelve (12) calendar days following Step 2 meeting, the Plant Manager shall submit a written reply to the Union and the employee.

**Step 3.** If the grievance is not resolved in Step 2, it shall be appealed in writing and submitted to the Plant Manager and the Human Resources Department of the Employer. The Step 3 appeal must be submitted within twelve (12) calendar days.

Within twelve (12) calendar days after submission the Plant Manager, Human Resources, the Union Business Representative and Steward shall meet to consider the grievance in an attempt to resolve the grievance.

Within twelve (12) calendar days following Step 3 meeting, the Employer shall submit a written reply to the Union and the employee.

If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt by the Union of the Employer's written reply to the grievance.

**Step 4. Arbitration.**

**Selection of Arbitration.** The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event the Employer and the Union cannot agree upon a neutral arbitrator within five (5) days, the neutral arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted by the American Arbitration Association or another mutually agreed to Arbitration Service.

**Arbitrator's Authority.** The neutral arbitrator's authority shall be limited to interpreting and applying this Agreement consistent with its intent.

**Arbitrator's Decision/Cost of Arbitration.** The decision of the neutral arbitrator shall be final and binding on the Union, Employer and the employee. The decision shall be made within thirty (30) calendar days
following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

ARTICLE 5 – NO STRIKE OR LOCKOUT

The Employer and the Union, it’s membership, individually and collectively, and the International Union respectively agree that there shall be no lockout by the Employer, and there shall be no strike, quitting, suspensions, retarding or stoppage of work by any employee or employees, or any action by the Union to that end at any time while this agreement is in effect.

ARTICLE 6 – SENIORITY

In promotion, demotion and retention in case of reduction of force, where qualifications are equal, plant-wide seniority shall govern.

If there is no rotation of shifts, and where qualifications are equal, plant-wide seniority shall also govern choice of shifts.

Seniority shall be lost and the employment relationship terminated when the employee:

A. Voluntarily quits
B. Retires
C. Discharged for just cause
D. Fails to report for regular work shift for three (3) consecutive work days without notification to the Employer.
E. Fails to notify the Employer of intent to return from layoff within three (3) days after receipt of official recall notification. Official recall notification shall be by certified mail.
F. Fails to report to work upon the termination of an approved leave of absence.
G. Performs no work for the Employer for six (6) months.
H. Employee changes to position not covered by the contract for more than six (6) months.

**ARTICLE 7 – DISCIPLINE AND DISCHARGE**

No employee shall be disciplined except for just cause. Copies of all suspension or discharge notices shall be given to the employee and a copy thereof furnished to the Union.

**ARTICLE 8 – PROBATIONARY PERIOD**

The first nine (9) months of employment for a new employee shall be a probationary period. During this time employees may be dismissed for any reason and shall have no recourse. This probationary period may be extended with mutual agreement by the Union.

**ARTICLE 9 – JOB CLASSIFICATIONS**

The job classification for employees covered under this agreement are as follows:

- OM Engineer
- Instrument and Control Specialist
- Working Chief Engineer

The OM and Working Chief Engineer shall perform the duties required on the job during the shift to operate, service, maintain, and repair the equipment falling under the jurisdiction of this contract. The duties may be reasonably adapted to reflect changing technology, equipment, and skills.

**ARTICLE 10 – WAGES**

Section 1. The minimum regular base rate of pay is reflected in the following table. It is understood by the parties that the Company may unilaterally raise the regular base rate of pay during the term of the Agreement for any
classification contained in the table and such increase will apply to all employees working in the affected Classification(s):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations &amp; Maintenance Engineer</td>
<td>34.34</td>
<td>35.37</td>
<td>36.43</td>
<td>37.52</td>
<td>38.65</td>
</tr>
<tr>
<td>Instrument &amp; Control Specialist</td>
<td>36.89</td>
<td>38.00</td>
<td>39.14</td>
<td>40.32</td>
<td>41.53</td>
</tr>
<tr>
<td>Working Chief Engineer</td>
<td>39.67</td>
<td>40.86</td>
<td>42.08</td>
<td>43.34</td>
<td>44.64</td>
</tr>
</tbody>
</table>

Section 2. **Shift Differential.** Employees required to work the regularly scheduled afternoon shift shall receive forty-five cents ($0.45) per hour in addition to their regular base rate of pay. Employees required to work the regularly scheduled night shift shall receive fifty cents ($0.50) per hour in addition to their regular base rate of pay. Any overtime shall be based on the regular base rate of pay only and the shift differential premium shall not be included in the overtime calculation.

Section 3. **Twelve (12) Hour Shift Employees.** Effective July 4, 2010, employees working a regularly scheduled twelve (12) hour shift beginning at 6:00AM and ending at 6:00PM will receive forty-five cents ($0.45) per hour in addition to their regular rate of pay. Employees working a regularly scheduled twelve (12) hour shift beginning at 6:00PM and ending at 6:00AM will receive fifty cents ($0.50) per hour in addition to their regular rate of pay. Any overtime shall be based on the regular base rate of pay only and the twelve (12) hour shift premium shall not be included in the overtime calculation.

**ARTICLE 11 - HOURS**

Section 1. Eight (8) hours shall constitute a regular workday, except for those employees regularly scheduled to work a twelve (12) hour shift, where twelve (12) hours shall constitute a regular work day. Forty (40) hours shall constitute a regular workweek. The hours worked per day and days worked per week shall be consecutive.

Section 2. The overtime rate of one and one-half (1-1/2) times the regular base rate of pay shall be paid for all hours worked over forty (40) hours in a scheduled week. Overtime payments shall not be pyramided, and shift differential will be paid in addition to the regular base rate for all hours worked, including overtime, but will not be part of the overtime calculation.
Holiday, sick and vacation time shall be considered hours worked for overtime purposes.

Section 3. Employees called back to work by the Employer on the employee's regularly scheduled day off will be paid at time and one-half (1-1/2) of the regular base rate for all hours worked on that day.

Section 4. Employees who have completed their shift and left the work site and who are called back to work shall be guaranteed a minimum equivalent of four (4) hours straight time pay.

Section 5. The Employer shall not suspend employee's regular scheduled shift to avoid the paying of overtime.

Section 6. At least fourteen (14) days advance notice in change of scheduling will be posted on the bulletin board. Provided, nevertheless, that this shall not apply to emergencies, vacation schedules, and to temporary changes requested in writing by the employee in work schedules for their own convenience, which are approved by the Employer.

Employees working in a maintenance role will be scheduled for an eight and one-half (8 ½) hour shift, which will include an eight (8) hour work schedule with an unpaid duty free one-half (1/2) hour break. In the event it is necessary for the employee to return to work during the duty free lunch break to assist with an immediate plant issue requiring their assistance, the employee will either:

A. Be allowed to restart their break period without pay, or

B. With agreement from the supervisor be allowed to leave the shift early with eight (8) hours straight time pay.

Section 7. When an employee's shift is affected by the time change in the spring of the year, (s) he shall be allowed to work a full shift. When an employee's shift is affected by the time change in the fall of the year, (s) he shall be paid for actual hours worked.
Section 8. Winter Schedule. A day shift Boiler Operator once every twenty-eight (28) days by virtue of the schedule will not be able to work a consecutive work week nor have consecutive days off.

ARTICLE 12 – HOLIDAYS

Section 1. All regular full-time employees will be paid eight (8) hours at the regular base rate for each of the holidays listed below when the employee is not required to work that day:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day

If an employee is required to work on any of the above holidays, they will be paid one and one-half (1 ½) times their hourly rate for holiday hours worked and also receive eight (8) hours straight time holiday pay.

For those employees scheduled to work Monday – Friday, the following applies:

- When the Holiday is on Saturday, Friday is the designated Holiday.
- When the Holiday is on Sunday, Monday is the designated Holiday.

Section 2. Employees shall receive three (3) eight (8) hour Floating Holidays each year on January 1 to be scheduled and approved by their immediate supervisor at least eight (8) days in advance. Management may, at their discretion, waive the advance notice when situations arise where the employee is unable to be provided advance notice. Management may limit employees taking a Floating Holiday on a given date where business needs dictate.

Section 3. A holiday shall be considered to be a twenty-four (24) hour period starting at the beginning of the 3rd shift the day before and concluding at the end of the 2nd shift the day of the holiday.
ARTICLE 13 – VACATION

Section 1. Full-time Employees will accrue vacation on a monthly basis and this accrual will be tied to length of service as follows:

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Annual Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>80 Hours</td>
</tr>
<tr>
<td>5</td>
<td>120 Hours</td>
</tr>
<tr>
<td>9</td>
<td>160 Hours</td>
</tr>
</tbody>
</table>

Employees will accrue eight (8) hours for each additional year of service after fifteen (15) years of service, up to a maximum of an additional forty (40) hours.

Employees who have worked at least six (6) months, but not one year, shall be entitled to prorated vacation.

All employees shall be allowed to carry forward to the next calendar year their vacation hours up to his/her annual vacation accrual. The total number of hours at the end of the vacation year shall not exceed the annual accrual.

Section 2. Vacations may be scheduled at any time during the year with a three (3) day notice if it is mutually agreeable between the employee and the Employer. Vacations will be scheduled on a seniority basis. Each December the Employer will post a vacation signup sheet for the upcoming year. Employees in seniority order will indicate their vacation preferences. The Employer will grant or deny vacation requests based upon staffing needs. Remaining days will be granted on a first requested basis taking into consideration operational needs.

Section 3. Vacation will be accrued and accumulated until one hundred and sixty (160) hours or each individual employee’s amount of annual vacation is accrued. The employee will accrue no further vacation once they meet their maximum. If and when some of the accrued vacation is used, the employee will accrue vacation at the rate indicated until the employee again reaches their maximum accrual.
Section 4. Employees who are allotted a vacation during a week, in which a holiday falls, shall be given an extra day off with pay or the equivalent in pay at the discretion of the Employer.

Section 5. Employees will not suffer a loss of vacation and/or accrual thereof when vacation is not allowed due to the Employer's operating needs.

Section 6. Employees who leave and/or are terminated will be paid all accrued vacation time.

ARTICLE 14 – SICK LEAVE

Employees will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. The Employer may request reasonable evidence of such illness.

Section 1. Full-time employees will be allowed sick leave at the rate of fifty-six (56) hours per year, granted January 1st of each year the employee is continuously employed until two hundred ninety-six (296) hours of sick leave have been accumulated. The employee will accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the employee will accumulate sick leave at the rate specified above until the employee again reaches an accumulated two hundred ninety-six (296) hours of unused sick leave.

Section 2. Part-time employees will accumulate sick leave at a rate that is prorated based on hours worked per year the employee is continuously employed until one hundred twenty (120) hours of sick leave have been earned and accumulated. The employee will accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the employee will accumulate sick leave at the rate specified above until the employee again reaches an accumulated one hundred twenty (120) hours of unused sick leave.

ARTICLE 15 – OTHER LEAVES OF ABSENCE

Section 1. Funeral Attendance. The Employer agrees, at the written request of an employee, to give such employee three (3) days off with pay, for the attendance of the employee at the funeral of a mother, father, mother-in-law,
father-in-law, brother, sister, spouse, child of that employee, or family community. Each request will be considered on a case by case basis.

Section 2. Jury Duty. Employees shall be granted a leave of absence with pay for jury duty, up to two (2) weeks in each calendar year, provided the employee presents the summons to serve on a jury within forty-eight (48) hours of receiving the summons. The employee will receive the difference between the amount received for serving on the jury and the employee’s straight time base wage. The employee is required to report to work on any day when excused from jury duty for two (2) or more consecutive hours during the employee’s scheduled working hours.

Section 3. Other Leaves. The Employer will grant unpaid leaves of absence when legally required to do so. Employees will give reasonable notice to management of the need to initiate a leave, whenever possible.

ARTICLE 16 – HOSPITAL AND MEDICAL BENEFITS

Section 1. The Employer shall provide health and welfare benefits pursuant to the Employer’s Corporate Health and Welfare Platform. The benefits provided shall be those described in a booklet periodically issued by the Employer to the employee. For the period of this agreement, the Employer reserves the right to change insurance carriers/administrators, provided the Employer provides the same or equivalent protection.

ARTICLE 17 – EDUCATIONAL ASSISTANCE

Bargaining Unit employees shall be eligible to participate in the NRG Energy Inc., Educational Assistance Plan in accordance with the terms of the plan and to the same extent as other eligible employees.

An employee may request of their manager consideration of additional job skills training. Consideration of cost and hours off the job will go into the decision to provide such training.
ARTICLE 18 – LONG TERM DISABILITY

Section 1. Short Term Disability. The Company will provide and pay the full cost of a STD insurance program for full-time employees covered by this Agreement. The basic provisions of the plan include the following:

- Employees will be eligible for STD payments after a qualifying period of two (2) weeks. Proof of disability will be required to begin payment.
- Upon satisfaction of the requirements of the qualifying period the plan will cover one hundred percent (100%) of regular base wage for weeks three (3) through nine (9).
- The remaining weeks, ten (10) through twenty-six (26), of disability pay will be at seventy-five percent (75%) of regular wage.
- Disability pay will cease when an employee becomes eligible to apply for benefits under the Company provided Long Term Disability Insurance Plan (i.e. after six (6) months of disability).

Section 2. Long Term Disability. The Company will provide and pay the full cost of a LTD insurance program for full-time employees covered by this Agreement. The basic provisions of the plan include the following:

- The plan will cover sixty percent (60%) of covered monthly compensation up to a maximum of $6,000.00 per month of such compensation.
- Covered monthly compensation is the employee’s regular monthly wage.
- Monthly payments will be offset by payments arising from the Federal Social Security Act or the state Worker’s Compensation Act.
- Employees shall be covered by the plan on the first day of the month following completion of the probationary period.
- Benefits will commence after a qualifying period of six (6) months.
- Eligibility for benefits and payments under this plan are subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the summary plan descriptions will be provided to the Union and to all eligible employees.
ARTICLE 19 – LIFE INSURANCE

Section 1. Life Insurance. NRG provides core benefit of two (2) times the employee’s annual base salary at no cost to the employee with the ability to purchase additional employee supplemental coverage and dependent coverage in accordance with NRG’s corporate platform plan.

Section 2. AD&D Insurance. NRG provides a core benefit of one (1) times the employee’s annual base salary at no cost to the employee and the option to purchase additional coverage in accordance with NRG’s corporate platform plan.

ARTICLE 20 – RETIREMENT BENEFITS

Section 1. The Employer agrees to contribute to the Central Pension Fund of the International Union of Operating Engineers on behalf of and for the benefit of each eligible employee covered by the labor agreement between the Employer and Local No. 70 of the International Union of Operating Engineers, AFL-CIO.

Section 2. The rate of pension contribution for each year of this contract will be paid on each hour paid, as follows:

June 2, 2014: $3.40 per hour

The pension contributions will not be increased due to shift, overtime or any other premiums.

Section 3. Employees covered by this agreement shall be allowed to participate in the NRG Affiliates Savings Plan in accordance with the terms of the plan as long as the plan is available. Applicable Plan information and eligibility rules are printed in the summary plan description provided to the Union and to employees.

ARTICLE 21 – UNIFORMS AND LICENSURE

Section 1. When an employee is required to wear a uniform, it will be furnished and maintained by the Employer.
Section 2. The Company will pay for the renewal of any required boiler’s license. Employees renewing their license must arrange for payment with management so that a direct payment can be made with the vendor on the employee’s behalf.

Section 3. A one-time five hundred dollar ($500.00) bonus will be paid the first payroll after July 1, 2015, to those bargaining unit employees who hold a "Chief A" license. Remaining bargaining unit employees who do not hold a "Chief A" license on July 1, 2015, may receive a one-time five hundred dollar ($500.00) bonus with proof of "Chief A" licensure on or before December 31, 2015, payable the first payroll after December 31, 2015. No bonus will be paid with proof of a "Chief A" licensure after December 31, 2015.

ARTICLE 22 – SAFETY

The parties will form a safety committee.

The Employer will pay up to one hundred and fifty dollars ($150.00) per year for safety shoes.

The Employer will pay up to one hundred and fifty dollars ($150.00) per year for prescription safety glasses. Non-prescription safety glasses will be provided by the Company with replacements provided when reasonable.

ARTICLE 23 – TERM OF CONTRACT

Except as otherwise provided herein, the terms and provisions of this Agreement shall become effective June 1, 2015, and shall extend through May 31, 2020, and thereafter this contract shall continue in effect from this date year to year, unless either party hereto by giving the other party to this contract notice in writing ninety (90) days prior to May 31, in any year thereafter, indicates that such party desires to request reopening the contract for amendments or desires to terminate this Agreement.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For: NRG Energy, Inc.

Ralph Davini, Plant Manager

Richard North, Director of Labor Relations

Janice Danca, Human Resources Manager

Mark Jeffson, Operations Manager

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Gerald Harriman, Union Steward

Date:
9-21-15

Date:
8-3-2015

SM/jcb/opieu#12
Contract/NRG-HCEC