AGREEMENT

between

NRG ENERGY, INC.
MINNEAPOLIS ENERGY CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70

December 1, 2014 through November 30, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>RIGHTS OF THE PARTIES</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>SENIORITY</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>DISCIPLINE</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>GRIEVANCE PROCEDURE AND ARBITRATION</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>NO STRIKE OR LOCKOUT</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>PROBATIONARY PERIOD</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>CLASSIFICATIONS</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>WAGES</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>HOURS</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>HOLIDAYS</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>VACATIONS</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>SICK LEAVE</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>BENEFITS</td>
<td>13</td>
</tr>
<tr>
<td>15</td>
<td>LEAVES OF ABSENCE</td>
<td>16</td>
</tr>
<tr>
<td>16</td>
<td>UNIFORMS</td>
<td>17</td>
</tr>
<tr>
<td>17</td>
<td>LICENSURE</td>
<td>17</td>
</tr>
<tr>
<td>18</td>
<td>PENSION</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>SAFETY</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>401(K) PLAN</td>
<td>18</td>
</tr>
<tr>
<td>21</td>
<td>EDUCATIONAL ASSISTANCE</td>
<td>18</td>
</tr>
<tr>
<td>22</td>
<td>LABOR MANAGEMENT COMMITTEE</td>
<td>18</td>
</tr>
<tr>
<td>23</td>
<td>AMENDMENTS</td>
<td>18</td>
</tr>
<tr>
<td>24</td>
<td>FEDERAL, STATE, AND LOCAL LAWS</td>
<td>19</td>
</tr>
<tr>
<td>25</td>
<td>TERM OF AGREEMENT</td>
<td>19</td>
</tr>
</tbody>
</table>
WHEREAS the hereinafter classified employees of the Minneapolis Energy Center of NRG Energy, Inc. (hereinafter referred to as "NRG" or "the Employer"), have elected to bargain collectively with the Employer, and for said purpose a majority of them have affiliated themselves as members of the Union and have chosen the Union and Local No. 70, and to bargain collectively with the Employer on their behalf for wages, hours and working conditions.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees at the Minneapolis Energy Center, as classified herein. 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 conditioning 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.

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 Company 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, assessment 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.
The Union hereby warrants and covenants that it will defend, indemnify and save the Employer harmless from all action, suits or liability which any person may have or claim to have now or in the future arising out of action taken by the employer under this article if such action was requested by the Union Business Manager in writing.

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 deductions were made and the amounts within fourteen (14) days of the following month. The Union agrees to promptly refund any deductions wrongfully made.

**ARTICLE 2 – 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. The management of the Business and the direction of the working forces shall be vested in NRG Energy, Inc. The provision shall include, but is not limited to, the right to hire, provide a fair method to assess and enforce performance standards on the quality and quantity of work performed, to determine the number of employees to be employed, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require
observance of reasonable company rules and regulations, to schedule work and to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify or discontinue existing methods of service and equipment to be used or provided.

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 3 – 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. New employees shall serve a probationary period of nine (9) months worked. During this period they may be dismissed by the Employer for any reason and shall have no recourse. If retained after completion of the probationary period, they shall be placed on the seniority list and their seniority shall date from their first day of latest hire.

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 (off the payroll) for the Employer for six (6)
months, if under one (1) year seniority and for one (1) year if more than one (1) year seniority.

H. Employee changes to position not covered by the contract for more than six (6) months.

ARTICLE 4 – DISCIPLINE

For employees that have successfully completed the probationary period, disciplinary action will be imposed by the Company using progressive discipline for cause.

In case of written warning or suspension, management will meet with the employee in a scheduled date to occur approximately twelve (12) months after the incident and review the employee’s performance since the event that led to the discipline and document the progress made.

ARTICLE 5 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. All grievances arising under this Agreement must be filed in writing with the other party within fifteen (15) working days after occurrence or knowledge of its occurrence. If the grievance is not filed in writing within the above time limit it will automatically become null and void.

Section 2. Any controversy (grievance) arising over the interpretation or adherence to the terms and provisions of this Agreement shall be promptly discussed and resolved if possible. If an agreement cannot be reached on the grievance either party may submit the grievance to arbitration. The party requesting arbitration will request a list of seven (7) area arbitrators from Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected by the alternate scratching of names until one name remains. The individual remaining will be the neutral arbitrator. The party filing the grievance will scratch the first name. The parties will bear the expenses of their own people and share the expense of the arbitration.
Section 3. Such arbitrator shall hear and determine the dispute or controversy as promptly as possible and within thirty (30) days of the close of the hearing render a decision in writing. The decision of the arbitrator will be final and binding upon both parties.

ARTICLE 6 – NO STRIKE OR LOCKOUT

The Employer and Union recognize that it is essential to provide for continuity of services. Accordingly, it is agreed that there shall be no strike or lockout of any kind during the term of this Agreement.

ARTICLE 7 – 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 8 – CLASSIFICATIONS

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

- Operations and Maintenance Engineer
- Lead Operations and Maintenance Engineer
- Instrument and Control Specialist
- Distribution System Specialist (Lead)
- Distribution Engineer
- Maintenance Specialist (Lead)
- Plant Automation Specialist
- Maintenance Technology
- Meter Locator
- Instrument and Control Specialist Lead
Job Descriptions for these classifications are maintained by the employer and may be reasonably adapted, in consultation with the Union, to reflect changing technology, equipment and skills.

Exclusively at the NRG Energy, Inc. Minneapolis Energy Center, Distribution, Maintenance, and Operator Lead are positions that have to be in place whenever a crew is manned. The person responsible for fulfilling the duties of this position shall receive the pay classification for the Lead position. All upgrades will be assigned by Management.

ARTICLE 9 – WAGES

Section 1. The hourly rates of pay will change effective December 1\textsuperscript{st} each year as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>12/1/14</th>
<th>12/1/15</th>
<th>12/1/16</th>
<th>12/1/17</th>
<th>12/1/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Maintenance Engineer</td>
<td>$36.28</td>
<td>$37.36</td>
<td>$38.49</td>
<td>$39.64</td>
<td>$40.83</td>
</tr>
<tr>
<td>Lead Operations and Maintenance Engineer</td>
<td>$39.23</td>
<td>$40.31</td>
<td>$41.44</td>
<td>$42.59</td>
<td>$43.78</td>
</tr>
<tr>
<td>Instrument and Control Specialist</td>
<td>$38.85</td>
<td>$39.93</td>
<td>$41.06</td>
<td>$42.21</td>
<td>$43.40</td>
</tr>
<tr>
<td>Distribution System Specialist (Lead)</td>
<td>$39.23</td>
<td>$40.31</td>
<td>$41.44</td>
<td>$42.59</td>
<td>$43.78</td>
</tr>
<tr>
<td>Distribution Engineer</td>
<td>$36.93</td>
<td>$38.01</td>
<td>$39.14</td>
<td>$40.29</td>
<td>$41.48</td>
</tr>
<tr>
<td>Maintenance Specialist (Lead)</td>
<td>$39.23</td>
<td>$40.31</td>
<td>$41.44</td>
<td>$42.59</td>
<td>$43.78</td>
</tr>
<tr>
<td>Plant Automation Specialist</td>
<td>$41.23</td>
<td>$42.31</td>
<td>$43.44</td>
<td>$44.59</td>
<td>$45.78</td>
</tr>
<tr>
<td>Maintenance Technology</td>
<td>$37.62</td>
<td>$38.70</td>
<td>$39.83</td>
<td>$40.98</td>
<td>$42.17</td>
</tr>
<tr>
<td>Meter Locator</td>
<td>$37.35</td>
<td>$38.43</td>
<td>$39.56</td>
<td>$40.71</td>
<td>$41.90</td>
</tr>
<tr>
<td>Instrument and Control Specialist (Lead)</td>
<td>$39.23</td>
<td>$40.31</td>
<td>$41.44</td>
<td>$42.59</td>
<td>$43.78</td>
</tr>
</tbody>
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Section 2. Shift Differential. Effective 12/1/2009, employees working a regularly scheduled twelve (12) hour shift beginning at 6:00 PM and ending at 6:00 AM will receive one dollar ($1.00) per hour in addition to their regular rate of pay.
ARTICLE 10 – HOURS

Section 1. Eight (8) hours shall constitute a regular work day, 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 work week. The hours worked per day and the days worked per week shall be consecutive. In the event the Employer elects to change the work week’s schedule, notice of at least seven (7) days will be given. When the Employer elects to permanently change the employee’s shift/work schedules, at least fourteen (14) days’ notice shall be given.

Section 2. The overtime rate of time and one-half (1 1/2) the base hourly rate shall be paid for all time worked outside of those which are regularly scheduled and after forty (40) hours per week. There will be no pyramiding of overtime. Notwithstanding this sentence, the current practice of counting all hours worked on holidays by control room operators toward the forty (40) hours qualifying for overtime will be allowed to continue.

Section 3. All time worked on the seventh (7th) consecutive day shall be paid for at double time rates. Where shifts are rotated and the seventh (7th) consecutive day worked is not in any one work week, the double time rate shall not apply, providing the schedule has the approval of the Union and the employees working at the plant.

Section 4. Employees covered by this Agreement called back to work after regular working hours will be paid one and one-half (1 1/2) times their regular hourly basic rate, but in no case will an employee receive less than the equivalent of four (4) hours pay at the regular hourly basic rate.

Section 5. Holiday, Vacation and paid Sick Leave hours are included in the calculation of overtime.

Section 6. Employees shall not be required to suspend work during regular working hours to absorb overtime.
Section 7.

A. Any scheduled shut down requiring an employee to work outside the normal workday would require a five (5) working day notice whereas a working day would be Monday through Friday. Upon cancellation of a scheduled shut down, affected employees will receive a minimum two (2) working day notice. If cancelled after the required minimum two (2) working day notice, the affected employees shall receive four (4) hours pay. Any emergency shutdown scheduled outside the normal workday within the five (5) working day notice, affected employees agree the five (5) day working notice will not be in effect. Exception to this provision may be taken at any time by mutual agreement of the parties.

B. If the Employer decides that an employee who has worked overtime cannot work on a regularly scheduled day because of insufficient rest (safety issue) the regularly scheduled work day counts towards the forty (40) hours per week as defined in Article 10, Section 2. However, the employee will not be paid for the regularly scheduled day not worked.

Section 8. Shift Swapping. All members within their immediate Supervisor's written approval shall have the ability to swap a shift within the same pay period that does not create an overtime condition with the mutual agreement of the involved parties.

Section 9. Employees, with their immediate Supervisor approval, shall have the ability to flex two (2) hours at the beginning or end of their shift to help accommodate doctor's appointments. Does not include employees on rotating shifts.

ARTICLE 11 – HOLIDAYS

Section 1. All regular full-time employees will be paid eight (8) hours of straight time pay for each of the holidays listed below when the employee is not required to work that day:
New Year’s Day  Thanksgiving Day  
Memorial Day  Day After Thanksgiving Day  
Independence Day  Christmas Eve Day  
Labor Day  Christmas Day  

Section 2. Part-time employees are eligible for holiday pay prorated based on hours worked.

Section 3. 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 4. All employees (including temporary and fill in help) required to work on any of these holidays shall receive pay one and one-half (1 1/2) times their hourly rate for all hours worked and also receive eight hours straight time holiday pay.

Section 5. Employees shall receive three (3), eight (8) hour Floating Holidays each year on January 1st 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 provide advance notice. Management may limit employees taking a Floating Holiday on a given date where business needs dictate.

**ARTICLE 12 – VACATIONS**

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>Eligible Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4</td>
<td>80 hours</td>
</tr>
<tr>
<td>5</td>
<td>120 hours</td>
</tr>
<tr>
<td>11+</td>
<td>8 additional hours for each year of service, up to 240 hours per year.</td>
</tr>
</tbody>
</table>
Section 2. Part-time employees will accrue vacation on a monthly basis; the amount of the accrual will be prorated based on hours worked.

Section 3. Vacations will be allotted and used in accordance with seniority on December 1st of each year and may be scheduled at any time during the ensuing twelve (12) months. The Employer shall post a vacation sign-up schedule during November of each year.

If an employee does not take all of the earned vacation in a continuous period, the employee shall not be allowed to select a second vacation period until all other employees have had an opportunity to select a first period. The approved vacation schedule shall be posted not later than December 1st of each year.

Requests for vacation time off received after the approved vacation schedule is posted will be handled on a first-come, first-served basis, and require the advance approval of the Employer. Such request shall be made at least fourteen (14) days in advance of the requested time off. Management may, at their discretion, waive the advance notice when situations arise where the employee is unable to provide advance notice.

Section 4. Vacation will be accrued and accumulated until 240 hours are accrued (120 hours for part-time employees). The employee will accrue no further vacation.

If and when some of the accrued vacation is used, the employee will accrue vacation at the rate indicated until the employee again reaches the maximum accrual.

Section 5. 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.
ARTICLE 13 – 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 14 – BENEFITS

Section 1. Bargaining unit employees will be eligible to participate in NRG’s corporate Platform health and welfare plans, including medical, dental, vision, life insurance, AD&D insurance, flexible spending accounts, Short Term Disability (STD) and Long Term Disability (LTD) in accordance with the terms of the plans and to the same extent as other eligible employees subject to the cost sharing provisions below:

Medical Insurance  NRG will pay 80% of the premium and bargaining unit employees will pay 20%.
Effective 1/1/17, the $15.00 co-pay medical plan will be eliminated.
Dental Insurance  NRG will pay 80% of the premium and bargaining unit employees will pay 20%.

Vision Insurance  NRG will pay 80% of the premium and bargaining unit employees will pay 20%.

Life Insurance  NRG provides core benefit of two (2) times the employee’s annual salary at no cost to the employee and through a cafeteria plan, the option to purchase up to three (3) times their salary. Dependent life insurance options will be offered on an after-tax basis. In order to purchase dependent life insurance, the employee must be enrolled in a minimum of 1X supplemental life.

AD&D Insurance  NRG provides a core benefit of one (1) times the employee’s annual salary at no cost to the employee and through a cafeteria plan, the option to purchase up to ten (10) times their salary.

Flexible Spending Account including health and dependent care options. For the period of this Agreement, the Company reserves the right to change insurance carriers/administrators provided they provide the same or equivalent protection, including cost sharing of premiums.

Employees meeting Company specified age and length of service requirements will have the option to purchase at unsubsidized rates medical insurance from group plans made available to qualified retirees, if such plans are available.

Section 2. 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 provision 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 3. 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 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 15 – LEAVES OF ABSENCE

The Company complies and cooperates with applicable regulations affecting military and family medical leave practices. Other time off not discussed in this agreement is considered a personal leave of absence requiring management approval on a case-by-case basis.

Section 1. Jury Duty. Upon presentation of proper evidence as to jury duty for any federal, state, or municipal court, and the compensation received therefore, the Employer agrees to reimburse the employee for the difference between the amount which the employee received for such service and his regular pay, up to forty (40) hours per week of actual loss of income and up to a total of two (2) weeks in any one year, provided that,

A. The employee has one (1) or more years of continuous active service with the Employer;

B. The employee notifies the Employer within twenty-four (24) hours after receipt of the subpoena requiring his reporting for jury duty.

C. The employee reports for work on any day when he is excused from jury duty for two (2) or more consecutive hours during his regular working hours, except that the employee shall not be required to report to work prior to the morning jury duty roll call or during noon recess.

Section 2. Funeral Attendance. The Employer agrees, at the written request of an employee, to give such employee three (3) days off, with no deduction in pay, for the attendance of the employee at the funeral of a mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, child, grandparent, or stepchild of that employee.

Section 3. All employees necessarily absent from work, for a period not exceeding six (6) months, on account of an injury or sickness, shall retain full employment rights over their former position and be reinstated by the Employer upon the employee’s request. The Employer will provide an
extension of up to three (3) additional months upon receipt of a physical evaluation by a qualified medical doctor requiring the additional leave. The Employer may require certification by a physician as to the employee’s ability to resume his former duties.

ARTICLE 16 – UNIFORMS

When an employee is required to wear a uniform, it will be furnished and maintained by the Company.

ARTICLE 17 – LICENSURE

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 employees behalf.

A one-time five hundred dollar ($500.00) bonus will be paid the first payroll after 1/1/2015 to those bargaining unit employees who hold a “Chief A” license. Remaining bargaining unit employees who do not hold a “Chief A” license on 1/1/2015 may receive a one-time five hundred dollar ($ 500.00) bonus with proof of “Chief A” licensure on or before 7/1/2015, payable the first payroll after 7/1/2015. No bonus will be paid with proof of a “Chief A“ licensure after 7/1/2015.

ARTICLE 18 – PENSION

The Company agrees to contribute four dollars and twenty cents ($4.20) per hour, on all hours paid, 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, will be on all hours paid.
ARTICLE 19 – SAFETY

Section 1. Employer agrees to pay one hundred fifty dollars ($150.00) per year for safety shoes.

Section 2. Employer will pay for safety glasses.

ARTICLE 20 – 401(K) PLAN

Bargaining unit employees shall be eligible to participate in the NRG Affiliates Employee Savings Plan in accordance with the terms of the plan and to the same extent as other eligible employees.

ARTICLE 21 – 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.

ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

The Union and NRG Management agree to establish a committee consisting of three (3) employee members of the bargaining unit and three (3) management members. The purpose of the committee will be to meet and confer on issues of mutual concern, improve communications and relationships between the Union and NRG Management and to review and discuss operational issues. The committee shall meet monthly unless canceled with mutual agreement.

ARTICLE 23 – AMENDMENTS

Changes to this Agreement may be made at any time when mutually agreed to by the Company and the Union.
ARTICLE 24 – FEDERAL, STATE, AND LOCAL LAWS

Any federal or state laws and city ordinances, which supersede any part of this contract shall not void any condition of this Contract which is not in conflict with such laws or ordinances.

ARTICLE 25 – TERM OF AGREEMENT

This agreement shall be in full force and effect from December 1, 2014, through November 30, 2019. This agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing, at least ninety (90) days prior to November 30, 2019, or November 30 of any year thereafter, of its intention to change, modify or terminate this agreement.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For: NRG Energy, Inc.

Ralph Davini, Plant Manager
Vince Repenelli, Senior 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
Craig Tweet, Union Steward
Larry Bredy, Union Steward

14-6-2015
Date:

2/26/2015
Date:

SM/jcb/opeiu#12
Contract/NRG-MEC
LETTER OF AGREEMENT

NRG Energy, Inc. (Minneapolis Energy Center), hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Article 14 – Benefits: During the 2014 negotiations it was agreed that NRG Energy, Inc. will provide each active full-time employee, hired on or before 12/1/2014, a one-time medical transition bonus of two thousand dollars ($2,000.00) “grossed up” payable in July 2016 contingent upon the elimination of the $15.00 PPO Plan after 12/31/2016.

For: NRG Energy, Inc.

Ralph Davini, Director
Thermal Plants Operator

Rich North, Manager of
Labor Relations

Janice Danca, Human Resources
Manager

For: International Union of Operating
Engineers, Local 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Craig Tweet, Steward

Larry Bredy, Steward

Date:

6-29-15

Date:

6-15-15

SM/jcb/opeiu#12