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ARTICLE 1 PREAMBLE

THIS AGREEMENT, made and entered into by and between the ALCOA POWER GENERATING INC. for its Warrick Power Plant, referred to as the “COMPANY”, and LOCAL UNION No. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the Union.

The COMPANY hereby recognizes the Union as the sole and exclusive representative of the hourly employees constituting the bargaining unit, but excluding all clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

It is the intent of the COMPANY and the Union that the parties to this agreement will cooperate with each other to promote harmonious relations, mutual goodwill and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, to evade or circumvent the spirit and intent of this Agreement.

ARTICLE 2 UNION SECURITY

All present employees now members of the Union, new employees and former employees returning to work who are covered under this Agreement, shall become members of the Local Union. The COMPANY shall notify the Business Manager of the Local Union whenever a new or re-employed employee is added, and all such employees shall arrange with the Local Union for membership therein on or before the thirty-first (31st) day of employment under this Agreement.

No employee shall be discriminate against because of union activity or membership.

It is the intent of the parties hereto that if an entity is determined by a court of competent jurisdiction to be a legal successor to the COMPANY, that entity shall have the duty to the extent required by the National Labor Relations Act to bargain with IBEW 702 representing the COMPANY’s employees in the unit covered herein.

**ARTICLE 3
MANAGEMENT RIGHTS**

The management of the COMPANY and the operation of the business, including the direction of the working forces, the right to hire, discipline, discharge for just cause, and promote are vested in and reserved by the COMPANY, subject, however, to the provisions of this Agreement and the employee's rights of adjusting grievances as provide for herein.

**ARTICLE 4
UNION DUES CHECK OFF**

The COMPANY agrees to deduct an amount as specified by an employee from his wages for the second pay day of each month, of such employee members of the Union as individually and voluntarily certify in writing that they authorize deductions for Union dues. Such deductions will be based upon the wage rate set forth in the employee's current "Employment Advise" and in accordance with the dues schedules certified by the Union in writing to the COMPANY, for the type of membership which such employee has specified in his written payroll deduction authorization. During the existence of this contract the COMPANY will continue to make such deductions. So long as such voluntary authorization, subject to cancellation upon written notice, is continue in effect. Each employee's authorization shall be subject to cancellation by written notice by any such employee to the COMPANY at any time. All sums deducted in this manner shall be forwarded by the COMPANY to the Financial Secretary of the Union. All such written authorizations for deductions to be signed by the members of the Union shall supersede all prior authorizations and shall be in the form agreed upon by the parties on the effective date of this Agreement. The Union shall indemnify and save the COMPANY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the COMPANY for the purpose of complying with any of the provisions of this article.

**ARTICLE 5
NO STRIKE – NO LOCKOUT**

The COMPANY agrees that there shall be no lockouts, and the Union agrees that it will not cause or permit a strike, slowdown, or a stoppage of work. In the event that any prohibited activity occurs, the Union shall forthwith order all employees back to work and shall take all other reasonable affirmative steps to restore operations and terminate and prevent such activities on the part of any employee or

on the part of any employee or on the part of any of its agents or representatives.

ARTICLE 6 DISCRIMINATION

The COMPANY and the Union agree that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, sex, age, disability, sexual orientation, or national origin. The COMPANY and the Union shall comply with applicable Federal laws and regulations regarding disabled employees and Vietnam Era Veterans. The COMPANY and the Union also agree to make reasonable accommodations for qualified individuals with disabilities.

ARTICLE 7 METHOD OF SETTLING DIFFERENCES

The Union will keep the COMPANY advised of the names and addresses of the officers of the Union and the names and addresses of the committee authorized to bargain and treat with the COMPANY.

All complaints or grievances must be submitted by either party to the other in writing within forty-five (45) calendar days of the occurrence, and if grievances are not submitted within this time limit, it is agreed they do not exist. Written grievances will be submitted by first-class mail and the postmark will be treated as the date of submission.

1. Any employee or group of employees may present his/her grievances and have the same settled by the COMPANY without the intervention of the Union so long as the adjustment agreed upon is consistent with the terms of this Agreement and a Union representative has been given the opportunity to be present at the time the adjustment is made. Should any employee or group of employees' desire to have a Union representative take up his/her grievance with the COMPANY rather than present the grievance him/herself, then the COMPANY agrees to meet and treat with the duly accredited officers and committees of the Union in the following manner concerning grievances that may arise between the COMPANY and the employee.
2. The employee and/or the Local Union Steward, in the department of the employee affected, shall first endeavor to settle the grievance presented with the employee's immediate Supervisor.
3. In case of failure to agree within five (5) regular work days in the manner set forth in Section 2 of this Article, then the grievance

may be referred by the Union Representative to the Department Head, or his/her designated representative, who will arrange a meeting within five (5) regular workdays of referral and endeavor to settle the grievance with the employee, his/her immediate supervisor and the Union Representative.

4. In case of failure to agree within the next five (5) regular workdays after meeting in the manner set forth in Section 3 of this Article, then the grievance in order to be considered further shall be reduced to writing on forms provided by the COMPANY and shall be presented by the Business Manager of the Union, or his/her duly authorized representative to the Plant Manager or his/her duly authorized representative. Within twenty (20) regular workdays of the receipt of the grievance, the Plant Manager or his/her duly authorized representative will meet with the Business Manager of the Union or his/her duly authorized representative, who may be accompanied by a committee of not more than four (4) employees and endeavor to settle the grievance. Within ten (10) calendar days following such meeting, the COMPANY will give the Union its written reply to the grievance. (The time for the written reply may be extended by mutual consent of the parties.)

Employees who may be thus called upon to be absent from duty with this Committee, shall upon application and twenty-four (24) hours' notice to the proper representative of the COMPANY, be allowed to absent themselves for the time required for the committee meeting, provided they can be spared from duty. Such employees shall receive their regular pay during said time but shall not receive pay if said committee meeting with the COMPANY is held on their day off duty or during hours off duty, nor shall they receive pay if the meeting runs past their regular working hours.

All grievances shall be considered cancelled upon expiration of thirty (30) calendar days from the date of the written reply of the COMPANY unless the Union notifies the COMPANY of its intention to submit such grievances to arbitration as provided in this Article and such notification is accompanied by FMCS form R-43.

ARTICLE 8 ARBITRATION

1. Within fourteen (14) calendar days after receipt by the COMPANY of timely notice of intent to arbitrate as provided for in Article 7, the parties shall attempt to mutually select an Arbitrator. If no Arbitrator can be agreed upon, the parties shall jointly apply to Federal Mediation and Conciliation Service

(FMCS) for the designation of a list of seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators. Following receipt of the list, the parties shall alternately strike three names, leaving the final name on the list as the selected Arbitrator. The Union and the COMPANY shall alternate the first strike off.

2. Unless it is mutually agreed otherwise, each grievance upon which arbitration is requested shall be handled by a separate Arbitrator and separate hearing.
3. The Arbitrator shall only have jurisdiction and authority to interpret and apply the applicable provisions of this Agreement which are subject to arbitration under this Agreement, and which are submitted in accordance with the applicable provisions hereof. No Arbitrator shall have the authority or jurisdiction to add to, take from, nullify, or modify any of the terms hereof except as may be expressly provided otherwise herein. The Arbitrator shall not have jurisdiction or authority to substitute his judgment or discretion for that of management in any area that has not been clearly delegated to him by management and the Union under the terms of this Agreement.
4. The decision of the Arbitration shall be final and binding upon the parties.
5. Each party to the arbitration shall bear its own expenses, except that the fee and expenses of the Arbitrator when selected as provided herein shall be borne equally by the COMPANY and the Union. Should the Arbitrator request that an official transcript of the proceedings be made, the cost of the court reporter and original of the transcript (which shall be provided to the Arbitrator) shall be shared equally by the parties. Either party may order a copy of the transcript at its own cost.

ARTICLE 9 HOURS OF WORK

1. The normal work week for payroll purposes shall commence with the employees' shift change cycle beginning to the nearest 12:00 midnight Sunday night and end the following Sunday at the same time. The normal workday for payroll purposes shall be consecutive twenty-four (24) hour periods commencing with the beginning of the employees' work week.
2. The COMPANY retains the right to set the starting and ending time of shifts. Normally, for non-rotating shift employees, day

turn will start between 6 AM and 8 AM. However, permanent or temporary changes in the normal starting or ending times will be posted at least seventy-two (72) hours prior to the change. If a seventy-two (72) hour notice is not given, and the changes is for a period of three (3) workdays or less, the affected employees would be paid at one and one-half their applicable rate for a period of three (3) days. If the change would be for a period exceeding three (3) working days, the employee would be paid for only one (1) day at the employee's applicable rate.

3. Employees may be required to work overtime when in the judgment of the COMPANY, business so demands. Subject to the non-pyramiding provisions of Section 5 of this Article, all time worked in excess of forty (40) hours in any one week, (36 hours for a 12-hour shift schedule employee scheduled for the short work week), excluding hours worked on premium days (holidays and Sundays), shall be compensated for at the rate of time and one-half regular hourly rate. Any hours worked in a day that extends an employee's normal scheduled workday will be considered "daily overtime" and will be paid at time and one-half of the employee's regular hourly rate. However, if an employee is required to work on a day in the payroll week that is outside of his/her regularly scheduled hours and the employee has not worked all of his/her regularly scheduled hours during such work-week, hours worked will be paid at the employee's regular hourly rate and will not pay at time and one-half until such employee completes 40 hours in the payroll week.
4. Overtime shall be shared as fairly as possible among employees in each work group or job classification, taking into account the qualifications required for the work to be done and availability of the employee at the time such work become necessary.
5. There shall be no pyramiding of overtime and premium paydays.
6. For the purpose only of measuring such overtime, the overtime record of employees shall be charged with:
 - a. Employees entering any work group or job classification shall be listed with an amount of overtime hours representing the average of the overtime hours of their new job classification.
 - b. Employees will be charged the number of hours of overtime which they do not take advantage of when requested.

7. Lists of overtime shall be posted monthly on the COMPANY's department bulletin boards. These lists shall be posted within five (5) days after the last pay period of that month.
8. At the end of each year, the low employee in overtime in each classification will be charged with zero and the other employees will be charged with the respective differences. This is to be carried into the following year. Overtime is to be posted in equivalent straight time hours.
9. Employees shall not be required to lay off during the regularly scheduled workweek for overtime work or to be worked.
10. If any employee is called in for work in addition to his or her regular shift after he or she has left the premises of the COMPANY, he or she shall be guaranteed a minimum of four (4) hours of pay at his or her regular rate. The COMPANY may require the employee to work the full four (4) hours. However, work on call out will be confined as far as possible to emergency work.

ARTICLE 10 SENIORITY

1. Seniority as used herein is defined as the rights accruing to regular employees through length of service with the COMPANY and shall be computed from the first day of their continuous employment, which entitles them to preferences provided for in this agreement.
2. Employees who start work on the same day shall be placed on the seniority list by lottery.
3. Employees who were hired by the COMPANY prior to April 1, 2001, shall have an Adjusted Service Date, which is defined as the date of employment by the Southern Indiana Gas and Electric COMPANY as identified on the Adjusted Service Date list set forth in Appendix I of this Agreement. The Adjusted Service Date shall only be used for purposes of 401(k) vesting, pension plan vesting and eligibility for retirement benefits (but not for benefit calculation purposes), determining the number of weeks of vacation time off, recall and layoff and promotion.
4. Appropriate seniority lists as determined by the COMPANY and the Union, which shall be kept up to date, shall be posted on the bulletin board covering employees in each department. The lists will be updated quarterly.

5. Seniority will be terminated for the following reasons.
 - a. If an employee quits or is discharged for just cause.
 - b. Failure to return to work on the day specified as the expiration date of any leave of absence, unless excused by his/her doctor or the COMPANY.
 - c. Failure to reply within three (3) days or report to work within five (5) days after being notified by the COMPANY that work is available after layoff.
 - d. If an employee is laid off for two (2) years.
 - e. If an employee is away from work for two (2) years due to injury, or illness. Three (3) years if the employee is absent due to occupational injury.
 - f. If the employee fails to report to work for three (3) consecutive working days without notifying the COMPANY. The COMPANY will consider extenuating circumstances associated with an incapacitating injury or illness.
 - g. If an employee engages in employment activities for compensation while on Short Term Disability, Long Term Disability or Workmen's Compensation unless:
 - i. The employee has been released by his/her doctor, but not the COMPANY doctor.
 - ii. The engaged activity for compensation does not involve the injury that caused the disability.
6. Any employee who accepts a non-bargaining unit position will continue to accrue seniority in the bargaining unit for a period of ninety (90) days. During such period, the employee may return to the last position he/she held in the bargaining unit prior to accepting the non-bargaining unit position.

ARTICLE 11 PROBATIONARY PERIOD

There shall be a probationary period of one hundred eighty (180) days for any new or rehired employee during which time the COMPANY shall have the sole discretion of terminating or transferring such employee. Upon completion of his/her probationary period, an employee's seniority will be effective as of his/her date of hire.

ARTICLE 12 LAYOFF, RECALL, VACANCIES AND PROMOTION

When the COMPANY determines to reduce its forces in a given job classification, the employee with the least seniority in that classification shall be the first to be reduced, which means the last

person promoted to that job classification shall be the reduced and the next to the last employee shall be the second to be removed and so on.

If any employee who is reduced from a job classification due to a reduction in force has more company seniority and the qualification to perform work being done by an employee with less company seniority, the employee with the greater company seniority shall displace the employee with less company seniority.

The COMPANY agrees that it will not contract any work which is ordinarily done by its regular employees if, as a result thereof, it would become necessary to lay off any such employees.

RECALL OF EMPLOYEE

When the COMPANY determines to increase the work force, employees shall be promoted or recalled in the reverse order of their demotion or layoff from the COMPANY.

VACANCIES AND PROMOTION

When a new job classification is created or the COMPANY determines to fill a vacancy in an existing classification, the COMPANY shall post the vacancy for ten (10) days on department bulletin boards setting forth the job duties, requirements, hours and days of the week and wage rate of the job to be filled. Employees desiring to apply for the job shall make application setting forth their qualifications, seniority, etc.

Employees shall complete 18 months of service in a classification and/or department before they are eligible to bid on a vacancy in another department and/or classification. However, in such event that an employee becomes fully qualified and has completed 12 months, the Company will consider waiving such requirement.

For all non-craft positions, once an employee is transferred to a new position, the employee will have 60-days to demonstrate they can successfully perform the job; otherwise, they will be disqualified by the Company and returned to their former position.

Prior to an employee absence (vacation, leave of absence, etc.), an employee may notify his/her supervisor in writing of a desire to bid for a vacancy which may arise during his/her absence.

The COMPANY will fill vacancies based on qualifications. The COMPANY, in its judgment, shall determine qualifications by

considering the ability to perform the work. Where it is determined that the ability to perform the work is equal, company seniority shall prevail.

SPECIAL ASSIGNMENT

In the event of a Special Assignment, the position will be posted and all applicants evaluated. The position will be filled by the applicant who has the necessary qualifications. In the event more than one applicant has the necessary qualifications, the most senior employee will be awarded the assignment. Applicants who are not awarded the position will be informed of their deficiencies.

When a Special Assignment is posted it will include the job scope and intended purpose. Any assignment outside the scope of the bargaining unit work shall require a Memorandum of Agreement by the parties. Work within the bargaining unit will be assigned as per the provisions of this Article and the Company will provide an expected time limit; however, the Company maintains the right to extend the duration of any such assignment based on valid business reasons.

ARTICLE 13 VACATIONS

1. A full-time regular employee who has been on the payroll and worked at least 1000 hours as of December 31 in the preceding calendar year prior to the vacation shall receive vacation with pay according to the following schedule. **If the full-time employee works less than 1000 hours, but at least 500 hours as of December 31 in the preceding calendar year, they will receive 25% of their vacation with pay according to the following schedule.** The number of weeks of vacation eligibility will be based on the years of continuous service to be attained during the vacation year. If an employee becomes eligible for an additional week due to his/her continuous service, the additional week can only be taken after the anniversary of the hire date of the employee.

Years of Service	Hours (8-hour Employee)	Days (8-hour Employee)	Hours (12 Hour Employee)	Days (12-hour Employee)
0-3	40	5	48	4
3-8	80	10	84	7
8-15	120	15	120	10
15-23	160	20	168	14
23+	200	25	204	17

For the purpose of determining the number of weeks of vacation eligibility only, for employees hired prior to April 1, 2001, the document Adjusted Employment Date will be recognized by the COMPANY.

1. Payment of vacation pay will be made on the employee's regular payday preceding the vacation week, providing sufficient notification is given to allow for proper payroll processing. Vacation pay will be paid at the employee's regular rate including all Shift and Schedule Premiums, and all guaranteed performance pay.
2. The vacation period will be the entire year (January 1 to December 31) and vacation will not be accumulated from year to year. The COMPANY will schedule vacations by departments and shifts/crews. While considerations will be given to the desires of the employee, the COMPANY reserves the right to approve vacation periods based on the best interest and requirement of business operations.
3. The first choice of vacations for all employees will be taken by the maximum of one (1) Unit. The rest of the employees' vacation will be scheduled in consecutive hours. Selection choices are to start with the most senior employee in the department or shift/crew and preceding down the list to the least senior employee; then back to the most senior employee and down the list to the least senior employee and so forth until all hours are scheduled. Definition of a Unit is as follows: Regular scheduled workdays between Rotating Days Off.
4. Should the vacation schedule be changed without fifteen (15) days' notice to the employee affected, said employee shall receive time and one-half for working during said vacation period and may elect to draw in cash the amount due in lieu of his/her vacation or schedule his/her vacation to a later date.
5. Employees eligible for more than two (2) weeks of vacation may, subject to Management's approval, elect to work and receive pay in lieu of taking vacation, except for two weeks. Such an employee will receive vacation pay for his/her unused vacation **in the first pay period in December.**

**ARTICLE 14
HOLIDAYS**

1. The following days shall be recognized as holidays.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	the Day after Thanksgiving Day
Memorial Day	the Day before Christmas
Independence Day	Christmas Day

2. **If the Holiday falls on a Saturday, it will be observed on Friday. If a Holiday falls on a Sunday, it will be observed on a Monday. (For payroll purposes, rotating shift personnel will observe the Holiday on the day it actually falls).**

If Christmas falls on Monday, the following day, Tuesday shall be recognized as the "Day before Christmas."

3. President's Day may be moved to any day within the calendar year. Notice of ten (10) days must be provided to the COMPANY.
4. In addition to the above ten holidays, a Personal Day Floater shall be provided to all full-time, non-probationary employees who will be paid for eight (8) hours at regular pay on a day of their choice. The Personal Day may not be carried over to another calendar year or received as pay if unused. In addition, the eight hours paid time off will not count as hours worked for the purpose of calculating hours in excess of Forty (40). Twelve-hour shift employees will be paid 8 hours and excused for 4 hours on the day designated.
5. Full-time employees shall be paid for the holidays provided they meet all of the following requirements:
- a. The employee must have worked for the COMPANY on his or her scheduled workday immediately preceding and on his or her first scheduled workday immediately following the holiday, unless excused by the COMPANY.
 - b. An Employee who is scheduled to work on a holiday and is

absent will not receive holiday pay.

6. Holiday pay shall be computed at the employees' regular rate at that time for eight (8) hours including all Shift and Schedule Premiums.
7. All work performed on any of the foregoing holidays or days observed as such, by the employee who fulfills the requirements, shall be paid a holiday premium rate of time and one-half in addition to the regular eight (8) hour holiday pay benefit. An employee that works greater than eight (8) hours on said holiday will receive double time and a half of his/her regular rate for all hours worked.

ARTICLE 15 LEAVES OF ABSENCE

When the requirements of the plant will permit, an employee shall, on his request and for reasonable cause, be granted leave of absence without pay for a limited time with the privilege of renewal. An employee absent on leave, who engages in other employment, will be considered as having quit without notice. Any employee, who overstays a leave of absence without first notifying his plant Management and securing permission for an extension, unless such notification proves to be impractical, may be subject to disciplinary action.

The COMPANY agrees to notify the Union in writing of the granting of any leave of absence.

ARTICLE 16 MILITARY SERVICE

The COMPANY agrees to comply with all applicable federal laws relating to the reemployment rights of veterans.

ARTICLE 17 JURY DUTY AND WITNESS

An employee who has completed his/her probationary period who is called upon for jury duty by either the State or Federal Courts or is subpoenaed as a witness in a court of law for purposes other than his/her own defense and who, by virtue of such jury duty service or witness service, loses time from work, shall receive for each day of

jury duty service or witness service, the difference between the employee's straight time hourly base pay rate for scheduled hours, and the daily payment for jury duty service or the payment received for witness service. The employee must present proof of jury duty service or witness service (including a copy of the subpoena for witness service) and the amount of pay received, subject to the following conditions:

1. If such employee is scheduled to work the afternoon shift on the day in question and is dismissed by the court prior to 12:00 noon of that day, he/she will not be considered as having performed any jury duty/witness service on that day and consequently, will be compensated only for time actually worked on such shift.
2. If such employee is scheduled for the Midnight shift and is required to report for jury duty/witness service on the day on which such shift ends, he/she will be excused from such shift and will receive pay therefore as above provided. Each such employee in order to receive payment as above provided must furnish proof satisfactory to the COMPANY for jury/witness service.
3. If a day shift employee is called for jury duty/witness service and is released four (4) hours or less prior to the end of his/her normal shift, he/she will receive eight (8) hour pay less the daily jury/witness service fee. If the employee is released more than four (4) hours prior to the end of his/her normal shift, he/she shall return to work for the remainder of his/her shift. In order to receive pay, the employee must provide a document from the Court showing the dates served and the time released for each day of jury duty/witness service.
4. **If the Jury Duty assignment goes past midnight on the assigned day, and the employee is not required to report back to Jury Duty on the following day, the employee will be required to report to work 8 hours after the employee is released from jury duty if they are scheduled to work that day. Any of the employee's scheduled shift, which is missed during the 8-hour break, will be compensated as Jury Duty for the employee. (i.e employee is released at 12:30am and is scheduled to work the same day at 6:30am. Employee will be required to report to work at 8:30am and will be compensated 2 hours of Jury Duty pay).**

ARTICLE 18 BEREAVEMENT PAY

Leave of absence at straight time pay will be allowed by the COMPANY when a death occurs in the employee's immediate family, namely, spouse, child, stepchild, parent, step-parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, and grandchild. The maximum leave of absence under these conditions will be three (3) days **and may be taken up to three (3) weeks after the death occurs.** However, the day of the funeral will be allowed at straight time pay if it occurs more than three **weeks** after the day of death.

ARTICLE 19 VOTING

When there is a local, state, or national election, **12-hour employees** who are scheduled to work that day will be given a two (2) hour opportunity to vote, during their shift, either at the beginning or at the end of their shift, without loss of pay.

ARTICLE 20 HOSPITALIZATION OF RELATIVE

The COMPANY will permit time off at employee's base straight time hourly pay during regular scheduled hours of work when hospitalization of an immediate member of the employee's family, namely spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, and grandchild (including the birth of a grandchild) either to take such member of family to the hospital or be in attendance while such member is undergoing surgery, outpatient surgery, or childbirth and verification provided to the COMPANY of such.

If an employee's immediate family member is admitted to a hospital after his/her regular schedule shift, his/her next regular scheduled shift shall be allowed off at employee's applicable rate.

In case such hospitalization requires more than one (1) day travel time, a maximum leave of absence of two (2) days at straight time pay will be allowed.

The words hospital and/or hospitalization as used shall be defined as including only a legally constituted and operating hospital or a recognized ambulatory surgical center.

ARTICLE 21 SUPERVISOR WORKING

It is not the COMPANY's intention that supervisors perform work normally performed by employees under their supervision to the extent that by doing so the supervisor would in effect replace an employee. Nothing in this clause shall be construed to mean that supervisors can perform work during an emergency, or in the instruction of employees under their supervision, or to insure the proper performance of work or to do work of an experimental nature, or to make such tests as are necessary to insure the proper operation of equipment, or to make such inspections or tests as are necessary to insure that the COMPANY's service is adequate and reliable, or to protect the COMPANY's property and to insure the safety of the employees under their supervision. It is further agreed that in case trained employees are not available, supervisors may perform such work as is necessary in order to maintain the COMPANY's services.

ARTICLE 22 UNION MEETINGS

If the Union desires that an employee be absent from duty because of union committee meeting other than as provided in Article 7, the Business Agent or his/her designated representative shall make a request in writing, where possible, three (3) days in advance of any such absence. If operating conditions permit and substitution can be arranged, the employee shall be released from duty for the period required to attend such meeting and shall receive no pay from the COMPANY during such absence.

ARTICLE 23 SAFETY

The COMPANY and the Union recognize the safety and health of employees are a mutual concern. The COMPANY and the Union agree to cooperate to make a safer and healthy work environment through joint discussions and efforts.

A representative of the Union shall be appointed, by Union leadership, to attend the meetings of the safety committee, where safety rules and regulations are discussed and formatted. Proposed changes in safety rules that would affect economics or disciplinary action shall be

submitted to the Union and agreed to before becoming effective.

At no time will employees be required to perform any hazardous task that they are not qualified to perform.

ARTICLE 24 WAGE RATE AND CLASSIFICATION

Classification	Effective 11/1/2021	Effective 11/14/2022	Effective 11/13/2023
Control Room Operator	\$38.38	\$39.38	\$40.63
Plant Operator	\$34.85	\$35.85	\$37.10
Coal & Yard Equipment Operator	\$34.85	\$35.85	\$37.10
Power Electrician	\$37.70	\$38.70	\$39.95
Power Mechanic	\$36.27	\$37.27	\$38.52
Service Associate	\$31.74	\$32.74	\$33.99

\$2.00 Performance pay will be guaranteed beginning in 2016 and in each successive year provided \$2.00 is achieved in the prior year.

A level of performance pay up to \$4.00/hr. can be attained through the life of this contract under the Performance Pay Plan.

Performance pay at the end of the year will be paid out on the employee's individual hours worked in the year.

Control Operators assigned the Relief Operator function on shift will be paid an **additional \$1.00/hr.**

Individuals in any classification assigned to the Team Leader function will be paid an **additional \$2.00/hour.**

The Classification is for purpose of establishing pay rates only. The classification is structured to be broad in scope with overlapping duties as needed and is not to indicate jurisdictional boundaries.

ARTICLE 25
SHIFT AND SCHEDULE PREMIUM

1. A Shift Premium of fifty (\$.50) cents per hour shall be paid for work performance on the afternoon shift.
2. A Shift Premium of seventy-five (\$.75) cents per hour shall be paid for the night shift.
3. A Schedule Premium of forty (\$.40) cents per hour shall be paid for working an alternate shift schedule.

ARTICLE 26
SHIFT TRADES

1. Shift trades must be in writing to the affected employees, supervisors and/or department head.
2. Shift trades shall be for not less than one full shift and not more than one (1) full week.
3. There shall be no double shift resulting from any trade.
4. There shall be no additional cost, to the COMPANY, resulting from any trade.
5. Employees trading shifts shall be in the same classification unless prior written agreement between the COMPANY and Union exists authorizing such trade(s).

ARTICLE 27
SUNDAY PREMIUM

All work performed on Sunday will be paid at a premium rate of one and one-half times the regular rate of pay.

ARTICLE 28
LUNCH PERIOD

The COMPANY will provide a twenty-minute paid lunch period to be taken in approximately the middle of the schedule shift. After an employee or employees have worked over two (2) hours past their

normal shift, or in the event they are *called* in for unscheduled overtime without prior notification two hours or more before the start of his or her regularly scheduled shift, they shall receive \$8.00 in meal money to be paid in their next pay period and a paid twenty (20) minute period to eat.

ARTICLE 29 401(k) PLAN

The COMPANY agrees to maintain the 401(k) Plan during the term of this Agreement.

Effective January 1, 2006, the COMPANY will contribute eighty-five (\$.85) cents for each dollar contributed by the employee on or after that date to a maximum of six (6) percent of eligible earnings.

Effective January 1, 2022, the COMPANY will contribute one-dollar (\$1.00) for each dollar contributed by the employee on or after that date to a maximum of six (6) percent of eligible earnings.

ARTICLE 30 GROUP INSURANCE

During the term of this agreement, employees will continue to be eligible for benefits under the Choices Benefit Plan that was agreed to by the Company and the Union effective April 1, 2011. Benefits include:

- Group Health Coverage (medical/Rx, dental, & vision)
 - **PPO rates will remain same as salaried plan for Warrick Power Plant for the life of the CBA**
 - **HDP rates will be capped at the 2022 rates (not to exceed 3% from 2021 rates) for the life of the CBA**
 - **HSA Contributions will remain the same as salaried employees at the Warrick Power Plant except as follows:**
 - **2022 - One time HSA Contribution of \$400 (single)/\$800 (family)**
 - **2023 - One time HSA Contribution of \$400 (single)/\$800 (family)**
- Short-Term Disability
 - **Employer paid at 60%**

- Option to buy-up (employee-paid) to 80%
- Long-term disability
 - Employer paid at 50%
 - Option to buy-up (employee-paid) to 70%
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Flexible Spending Accounts

Future plan design during the term of this Agreement will also be the same as the design applicable to salaried employees of the Warrick Power Plant.

All terms and conditions of the Choices Benefits program are hereby incorporated by reference into this agreement.

ARTICLE 31 PENSION PLAN

Effective November 1, 2021 increase the pension factor to \$57.00 per year of service for employees eligible under the Alcoa Retirement Plan II, Rule IIX-Form E who terminate service on or after that date. Effective April 1, 2022, a lump sum option (only at retirement), except for disability retirements, will be available.

Effective April 1, 2022, freeze existing defined benefit pension plan for all employees and all current and future employees will be eligible for the Employer Retirement Income Contributions (ERIC) within the Company's 401K plan. The ERIC amount will be 3% of the employee's eligible earnings and will be deposited in the employee's 401K account based on the bi-weekly payroll dates regardless whether you contribute to the Plan. Eligible earnings are defined in the Plan's Summary Plan Description.

ARTICLE 32 RETIREE HEALTH BENEFITS

Employees hired prior to April 1, 2001, who retire during the term of this Agreement on other than a Deferred Vested retirement benefit under the Alcoa Retirement Plan II, Rule IIX – Form E, will be eligible for both pre-Medicare and Medicare coverage. Pre-Medicare coverage will be provided through Alcoa's Retiree Choice group program. Medicare coverage will be provided through a Medicare Exchange as arranged by Alcoa. Eligible employees and pre-Medicare retirees who are enrolled in the Alcoa HRA option will

have the opportunity to transfer the Alcoa HRA to an HRA with the Medicare Exchange, provided they meet the requirements for the HRA transfer as noted in the Medicare Exchange Health Reimbursement Arrangement Plan for Medicare Eligible Retirees Summary Plan Description.

ARTICLE 33 SAVINGS CLAUSE

Nothing in this Agreement shall prevent compliance with applicable law or regulation. In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, such law shall supersede the conflicting provision without affecting the remainder of the provisions of this Agreement.

ARTICLE 34 DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of November, **2021**, and shall remain in full force and effect until October 31, **2024**, inclusive, and each year thereafter, unless written notice of termination or modification is given by certified mail at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

ARTICLE 35 EMPLOYMENT SECURITY

The Company will strive to provide employment security as set forth herein, to active Warrick Power Plant employees. In the event there is a need for a layoff, prior to implementing the layoff the Company will first offer voluntary quit packages consisting of \$400 for each full year of Company seniority and \$10,000. Quit packages will be offered to employees actively employed in the plant by seniority, subject to skill sets needed to maintain efficient operation of the plant and may not all be granted at the same time so that the Company can manage operation of the plant.

The acceptance of the voluntary quit package shall terminate the seniority of the employee, with no right of re-employment. The employment security commitment as set forth by the above provisions is applicable for the duration of the 2021 Labor

Agreement. The commitments set forth above do not apply in the event of Acts of God, terrorism, strikes, war, or other force majeure events.


Nothing in this commitment shall impact the Company's right to declare a plant, department, or substantial portion thereof of being shut down, or in the case of a curtailment of the facility, in which case the above provisions will not apply.

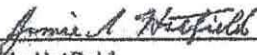
IN WITNESS-WHEREOF, the parties hereto, by their duly authorized representatives, executed this Agreement on the 14th day of October, 2021.

LOCAL UNION 702
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS


ALCOA POWER GENERATING INC.


Steve Hughart

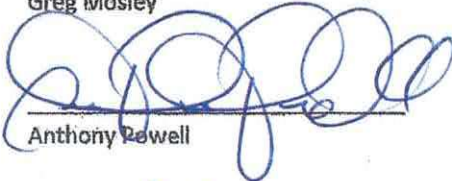

Elizabeth Bouch

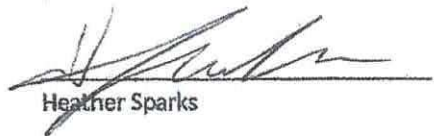

Jamie Hatfield

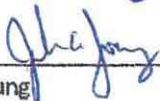

William Driskell

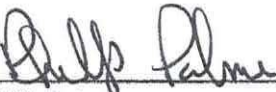

Greg Mosley

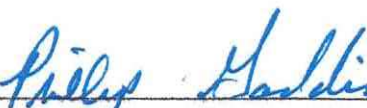

Ana Smanlotto


Anthony Powell


Heather Sparks


John Young


Phillip Palmer


Phillip Gaddis

APPENDIX A

Drug and Alcohol Policy

I. PURPOSE

Warrick Power Plant Operations' goal is to provide a drug and alcohol free workplace. Our Commitment is to maintain a safe working environment for all employees and for people doing business with the COMPANY. Consistent with this commitment, the COMPANY and Union have agreed to this policy, to be effective January 1, 2006, concerning abuse of alcohol and drugs.

It is expected that employees report for work in condition to perform their duties free from the effects of alcohol and drugs. Employee involvement with alcohol or drugs on the job or off the job can have an impact on job performance and safety that interferes with the objective of a safe work environment for all.

II. PROHIBITED SUBSTANCES

The substances covered in this policy include, but are not limited to, alcohol and illegal drugs. Illegal drug means any drug (a) not legally obtainable or (b) legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. An illegal drug as defined will be herein referred to as drugs.

- A. An employee, while on COMPANY premises, may use a prescription drug, or prescribed controlled substance. (1) The prescription drug has been prescribed by a doctor for the person using or in possession of the drug; (2) The employee takes the proper dosage and follows all instructions and warnings for use of the drug identified by the employee's doctor or as labeled on the medication's container; and (3) The employee does not sell or transfer the drug to any other person while on COMPANY premises, as defined in Section III, A.
- B. If an employee or member of management has questions regarding the safe and proper use of prescription or over-the-counter drugs while at work, he/she should contact the plant Medical Department.
- C. Employees must report to the Medical Department (or medical department off-hours contact) when using any prescription that will hinder job performance as warned through instructions for use of such drugs.

III. POLICY

The Warrick Power Plant Operations' alcohol and drug policy applies to all employees at the Warrick Power Plant location and adjacent work sites. The policy is as follows:

- A. The use, sale, transfer or possession of drugs, alcohol, or controlled substances on company property or work sites is strictly prohibited. Premises include all buildings, parking lots, and other facilities used by the COMPANY to conduct its operations plus all work sites to which employees are assigned in the course of the performance of their duties for the COMPANY.
 - Drinking and driving is strictly prohibited while on COMPANY paid travel time.
 - This provision applies to all private vehicles on COMPANY property or work sites.
- B. Any employee being at work or reporting to work under the influence of alcohol, drugs or controlled substances is strictly prohibited. Being under the influence shall be confirmed with a positive drug or alcohol test.
- C. Testing will be utilized to determine the presence of alcohol, drugs or controlled substances (See Section V. below.)
- D. A drug screen test result is considered positive when the presence of any drug (as defined in Section II) is reported per the DOT standards. A positive test for alcohol is defined utilizing the DOT standards for alcohol. Employees who test for the presence of alcohol, but don't meet the level for impairment will not be allowed to work and not allowed to return for that shift.
- E. The COMPANY reserves the right to conduct searches or inspections of an employee and his or her personal belongings for cause or as a part of a general inspection as a means of enforcing the provisions of this policy. Such searches or inspection may include, but are not limited to, employees' personal effects, lockers, desks, lunch boxes, purses, briefcases and private vehicles located on COMPANY property or work sites. This provision does not expand or diminish the COMPANY's legal rights with respect to private vehicle searches.
 - Confiscated prohibited items and substances will be delivered to law enforcement authorities for identification, where appropriate.

IV. EMPLOYEE RESPONSIBILITY

It is the responsibility of all employees who enter the plant premises to comply with this policy to make the workplace drug and alcohol free.

V. TESTING OF CURRENT EMPLOYEES

An employee may be required to submit to drug and alcohol tests under any of the following circumstances:

Random Unannounced Testing (Employees will be picked at random by a licensed contractor. No employee will be expected to submit to random unannounced testing more than three (3) times in any calendar year.)

Reasonable Suspicion/Just Cause Testing

Workplace Accident or Incident

Return to Work Testing (If the absence was due to a violation of this policy.)

MEO Testing

VI. DISCIPLINARY AND REHABILITATIVE STANDARDS

- A. Employees who have a positive drug or alcohol test result according to DOT standards will be subject to the disciplinary action of suspension and discharge.
- B. Refusal to Test. Refusal to submit to a drug and/or alcohol test for any reason will be considered the same as a positive test result.
- C. Tampering. Employees who in any way tamper with drug and/or alcohol tests or test specimen will be considered as having tested positive.
- D. Possession. Employees who possess alcohol or drugs on plant premises will be discharged from employment. As an exception, if alcohol or drugs are found in an employee's private vehicle, the employee will be considered as having tested positive.
- E. An employee who has been found to have violated this policy will be required to sign a Last Chance Agreement (attached) following a meeting between Union, Management and the employee.

Failure to sign the Last Chance Agreement will result in the employee being discharged.

- F. An employee who has been under a Last Chance Agreement for five (5) years and has not violated the Drug and Alcohol Policy in that period shall have the Last Chance Agreement and all history of the offense removed from his/her personnel file.

VII. EMPLOYEE ASSISTANCE PROGRAM

Alcoa's Employee Assistance Program (EAP) is available to all Warrick Power Plant employees. This service, which provides counseling, rehabilitation, and coordination with community resources, is voluntary and confidential.

VIII. CONFIDENTIALITY

All test results will be handled confidentially in accordance with DOT Standards.

**ALCOA
Warrick AGC**

MEMORANDUM OF AGREEMENT

On _____, _____ an employee of
Date Employee Name
Warrick Power Plant (ALCOA AGC), was _____ tested
random, just cause, other
according to the provision of Department and Transportation
regulations and Alcoa's Anti Drug and Alcohol Program. The test
results were found to be Positive. In lieu of any disciplinary or
discharge action by the COMPANY as a result of the positive
_____ test, the employee agrees to the conditions set forth
drug/alcohol
below:

1. I have/will immediately contact the Employee Assistance Program for evaluation and treatment. I will strictly adhere to any prescribed programs of therapy, counseling, and meetings prescribed.
2. I agree to allow ALCOA to have random tests performed to determine my fitness for duty as recommended by the Medical Review Officer or as required by the COMPANY.
3. If I fail to meet any of the above conditions, test positive for any illegal substance or alcohol or violate any other provision of the Drug and Alcohol Policy within five (5) years from the date of this Agreement, my employment with ALCOA will be terminated. The record will show that I resigned voluntarily.

I fully understand and agree to the above conditions.

Employee

Date

ALCOA

Date

Union Representative

Date

APPENDIX B
Training and Rate Progression

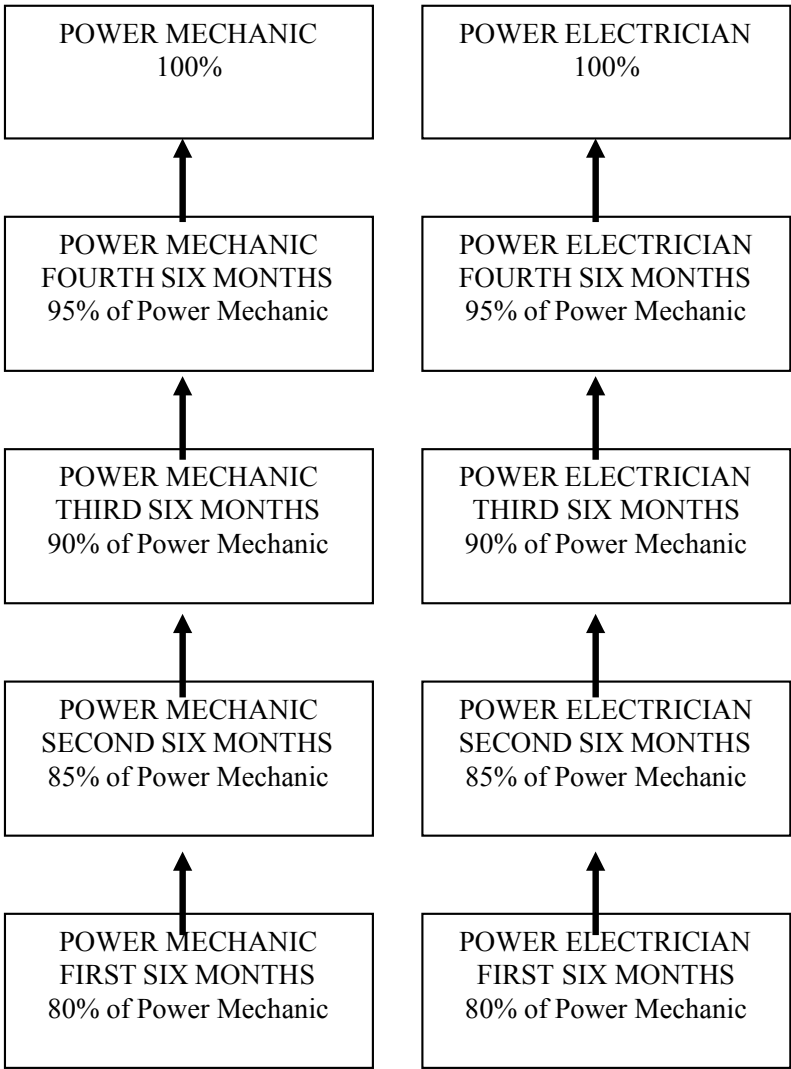
During negotiation of the 2005 Labor Agreement, the parties discussed and recognized the benefit of having a well trained workforce. In order to meet that objective in a structured and consistent manner, the parties agreed to the following:

1. The rate progressions identified for each classification on the attached charts have been agreed to.
2. New employees hired to fill one of the classifications or existing employees who elect to transfer to one of the classification will be tested to determine their initial abilities and competencies and will be slotted at the rate of pay that corresponds to the level of abilities and competencies they have demonstrated.
3. Following the initial slotting, employees will be tested every six (6) months and if they successfully demonstrate that they have attained the skills and competencies necessary to advance to the next level, they will be paid the next higher specified rate. This testing procedure will continue at six month intervals until the employee has demonstrated the skills and competencies to advance to the full (100%) rate of the classification.
4. If a new employee fails to demonstrate that he/she is attaining the necessary skills and competencies by the end of his/her probationary period, the employee will be counseled as to the areas necessary for improvement and the probationary period applicable to him/her will be extended for an additional ninety (90) days to give the employee the opportunity to improve. If the employee does not demonstrate improvement during the additional ninety (90) day period, he/she may be terminated or reassigned at Management's discretion. It is recognized that this provision in no way alters or limits Management's right to terminate a probationary employee for any reason, except those prohibited by law.
5. If an existing employee who has transferred to a classification fails to demonstrate the ability and competencies for advancement at any of the six (6) month intervals, that employee will be counseled as to the areas necessary for improvement and will be given an additional ninety (90) days to demonstrate the necessary improvement. If the employee fails to demonstrate the necessary improvement during the ninety (90) day period, he/she will be held in the position and perform the duties of the position for which he/she has qualified until another classification in the

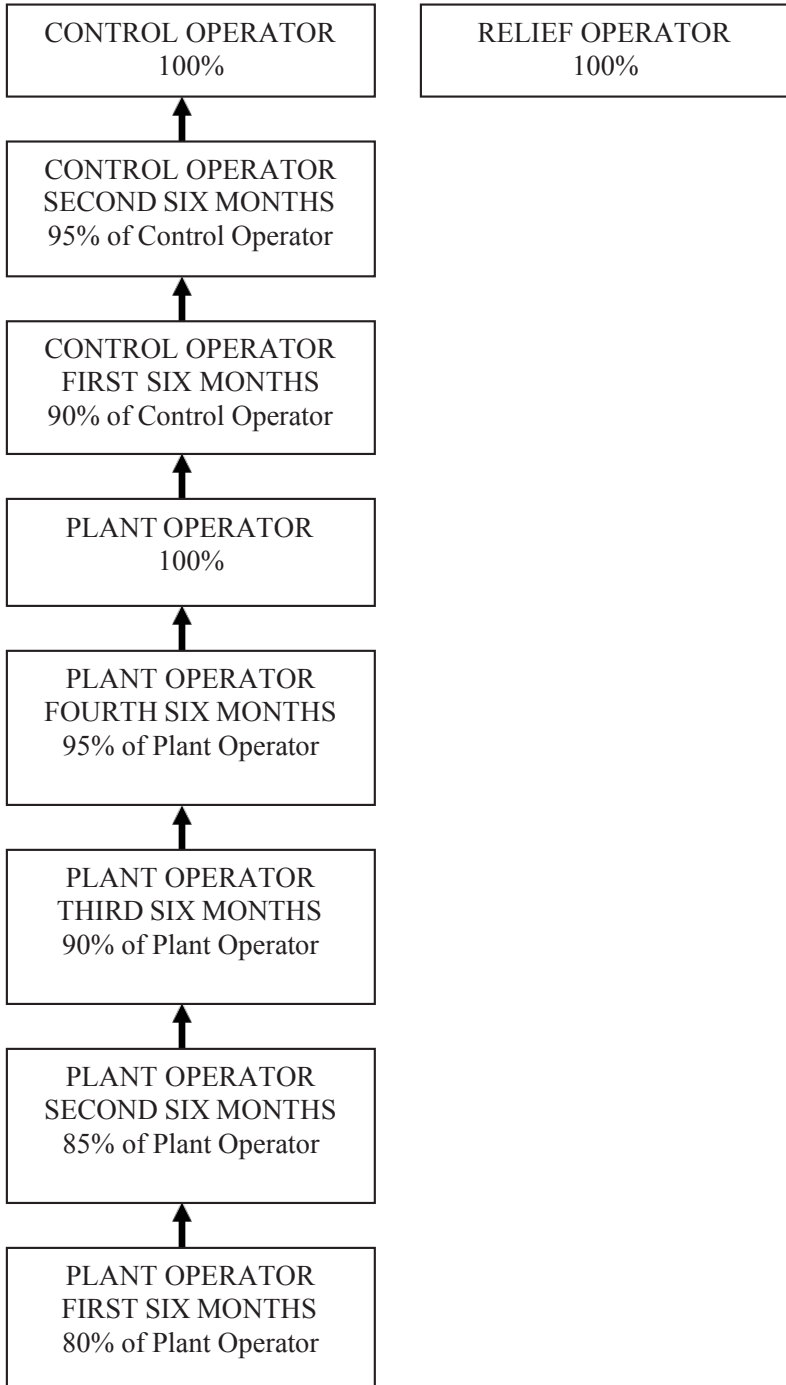
plant become open that he/she is capable of performing. At that time, the employee will be transferred to the open position.

6. The tests that will be utilized for employees to demonstrate competencies may consist of written and work demonstration tests and will be designed by the end of the first quarter of 2006. The parties will mutually collaborate to design the tests. However, in the event of disagreement, the COMPANY and Union Negotiating Committees will meet to resolve the disagreement. If disagreement still exists following the meeting of the Negotiating Committees, the COMPANY may implement the tests and the Union will have the right to file a grievance alleging that the tests are not job related or fair in their make-up.
7. It is recognized that changes in technology, processes, etc., may require tests to be revised from time to time. In that event, the procedures set forth in Paragraph 6, above will apply to the redesign process.

MAINTENANCE DEPARTMENT – WARRICK AGC



OPERATIONS DEPARTMENT – WARRICK AGC



COAL HANDLING DEPARTMENT – WARRICK AGC

COAL AND YARD
EQUIPMENT OPERATOR
100%



COAL AND YARD
EQUIPMENT OPERATOR
FOURTH SIX MONTHS
95% of C and Y Equipment
Operator



COAL AND YARD
EQUIPMENT OPERATOR
THIRD SIX MONTHS
90% of C and Y Equipment
Operator



COAL AND YARD
EQUIPMENT OPERATOR
SECOND SIX MONTHS
85% of C and Y Equipment
Operator



COAL AND YARD
EQUIPMENT OPERATOR
FIRST SIX MONTHS
80% of C and Y Equipment
Operator

Training Wage Rate & Classification

Classification	Effective 11/1/2021	Effective 11/14/2022	Effective 11/13/2023
Control Room Operator 100%	\$38.38	\$39.38	\$40.63
Control Room Operator 95%	\$36.49	\$37.49	\$38.74
Control Room Operator 90%	\$34.62	\$35.62	\$36.87
Plant Operator 100%	\$34.85	\$35.85	\$37.10
Plant Operator 95%	\$33.15	\$34.15	\$35.40
Plant Operator 90%	\$31.44	\$32.44	\$33.69
Plant Operator 85%	\$29.73	\$30.73	\$31.98
Plant Operator 80%	\$28.03	\$29.03	\$30.28
Coal & Yard Equipment Operator 100%	\$34.85	\$35.85	\$37.10
Coal & Yard Equipment Operator 95%	\$33.15	\$34.15	\$35.40
Coal & Yard Equipment Operator 90%	\$31.44	\$32.44	\$33.69
Coal & Yard Equipment Operator 85%	\$29.73	\$30.73	\$31.98
Coal & Yard Equipment Operator 80%	\$28.03	\$29.03	\$30.28
Power Electrician 100%	\$37.70	\$38.70	\$39.95
Power Electrician 95%	\$35.86	\$36.86	\$38.11
Power Electrician 90%	\$34.01	\$35.01	\$36.26
Power Electrician 85%	\$32.17	\$33.17	\$34.42
Power Electrician 80%	\$30.31	\$31.31	\$32.56
Power Mechanic 100%	\$36.27	\$36.27	\$37.52
Power Mechanic 95%	\$34.49	\$35.49	\$36.74
Power Mechanic 90%	\$32.72	\$33.72	\$34.97
Power Mechanic 85%	\$30.94	\$31.94	\$33.19
Power Mechanic 80%	\$29.16	\$30.16	\$31.41
Service Associate	\$31.74	\$32.74	\$33.99

MEMORANDUM OF AGREEMENT
Between
**Alcoa Corporation Warrick Power Plant
& Local Union 702 of the IBEW**

AVERAGING OVERTIME HOURS FOLLOWING ABSENCE

1. An employee who has been on short term disability, long term disability, unable to work overtime due to a worker's compensation injury, military leave, jury duty, or special assignment outside of their normal schedule rotation, will qualify to be averaged back in on the overtime list.
2. An employee who chooses to be averaged must notify supervision within three (3) working days of their return to work.
3. The employee will be placed in the same position on the list that they were in at the time they started their leave.
 - a. If they were at the bottom (least hours) or top (most hours) of the list when they left, they will be placed back in that position with the same number of hours between them and the next employee (either higher or lower) that existed at the time they left.
 - b. If they were in another position on the list when they left, they will be added back in that position and given the average of the number of hours separating the employees they are placed between. (Add the hours for the next higher employee and the next lower employee and divide by two (2)).
4. Employees who do not notify supervision of their desire to be averaged will continue to have the number of overtime hours charged to them when they started their leave.

The parties agree to review this agreement on an annual basis during the month of October. This agreement may be cancelled by either party giving notice to the other in writing of its intent to cancel the agreement in thirty – (30) days.

DATE: 7-11-18

FOR THE COMPANY

Michael P. Stepard
Adam J. Wink
W. J. [Signature]

FOR THE UNION

Jamie L. Watfield



Memorandum of Understanding - Entrances

Alcoa Warrick
Operations

4400 Hwy 66
PO Box 10
Newburgh, IN 47629-0010

This memorandum will establish use of Gate 5 only to the IBEW Local 702 members when accessing the Warrick Power Plant.

In addition, the IBEW Local Union 702 will not have the right to picket any Warrick Operations gate, or reserved contractor gates (excluding Gate 5).

The Company reserves the right to terminate the agreement at any time.

It is understood and agreed that any non-compliance with any of the provisions of this agreement will result in the termination of this agreement.

Elizabeth Bouch, SPHR
Sr. Employee Relations Business Partner, Alcoa

10/18/21

DATE

Jamie Hatfield, IBEW
Staff Representative

10/19/21

DATE

MEMORANDUM OF AGREEMENT
Between
**Alcoa Power Generating Inc. Warrick Power Plant
& Local Union 702 of the IBEW**

OPERATIONS DEPARTMENT VACATION

This agreement is to enable up to two employees, by seniority, the ability to designate a vacation preference for the same week on the following year's vacation calendar during the Warrick Power Plant's vacation schedule period. The Company maintains its right to manage staffing levels and will determine if exceptions exist that prevent two employees off during the same period, including, but not limited to, planned outages, unplanned equipment reliability issues, and/or high Short/Long Term Disability impact on the workforce. The following guidelines will apply:

Only one employee will be allowed to be off on vacation under the following circumstances:

- **Planned outage time period**
 - Two days prior to the start of the outage, the outage start day, and the two days following the start day of the outage.
 - Three days prior to the end of the outage, the outage end day, and the four days following the end day of the outage.

- **When Crew shortage is experienced due to absenteeism such as disability leave, or training.** (The department will consider an employee qualified, for purpose of this agreement, when they have reached at least 85% proficiency for the Plant Operator position, and 95% proficiency for the Control Room Operator position)
 - When Crew staffing is at 9 positions or below (normal staffing level is 11: 1 TL / 2 RO's / 2 CO's / 6 PO's),
 - If this occurs during the year when employees have already selected their vacation, the Department Manager will meet to discuss with union leadership an appropriate way to cancel the applicable vacation of any impacted employees.

In order to ensure proficient operations, the two Control Room Operators identified in the crew staffing document issued by the Department Manager will not be on vacation at the same time.

In order to ensure appropriate communication, the Department Manager will communicate by November 1st for the proceeding year, any planned outages or known staffing shortages. Any additional staffing shortages that arise will be communicated as soon as practical.

The parties agree to review this agreement on an annual basis during the month of October. The Company reserves the right to modify this MOA should business conditions arise and change is needed. This agreement may be cancelled by either party giving notice to the other in writing of its intent to cancel the agreement in thirty – (30) days.

DATE: 11/9/2015

FOR THE COMPANY

Michael P. Flynn
Ruth Carrell

FOR THE UNION

[Signature]
Amie A Hatfield

MEMORANDUM OF AGREEMENT
UNION SAFETY REPRESENTATIVE

This agreement is to be used as a guideline for the Union Safety Representative program. Both parties understand and agree that if the language in this agreement does not meet the needs of either the Company and/or the Union, that both parties will meet in good faith to work toward resolution that can be agreed upon by both parties.

• **Union Safety Representative position:**

- This is to be considered a temporary job assignment.
- Positions will be posted, joint interviews will be conducted, and applicants will go through a joint selection process.
 - The Union will make the final selection.
 - The Company and the Union may replace an employee whom they feel is unable to perform the job task required.
- Positions will be done in a staggered replacement.
- Schedule will be Monday through Friday
- Overtime worked will be kept separate
 - Safety Reps can be asked for overtime in their department (but not forced)
 - If the department list is exhausted, the Safety Rep will be offered the overtime.
- There will be no loss of seniority when returning to their regular position.
- They will be “averaged” in on the departmental overtime list when returning to their department.
- Any employee may opt out of the position within 90 days of appointment.

- One dollar (\$1.00) per hour will be added to the employees' base rate of pay.
- A guarantee of 15 hours of overtime per pay period will be made available for each employee.
- The Collective Bargaining Agreement (CBA) will be the guideline for anything not addressed in the agreement.

FOR THE COMPANY



William Driskell
Warrick Power Plant Manager, Alcoa

11/8/21
Date

FOR THE UNION



Jamie Hatfield, IBEW
Business Representative

11/9/21
Date

MEMORANDUM OF UNDERSTANDING
between
ALCOA, WARRICK POWER STATION
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 702 (IBEW)

PdM Job Assignments

This is a Memorandum that communicates a partnership between Alcoa, Warrick Power Station and The International Brotherhood of Electrical Workers, Local 702 (IBEW) in the area of, changes to the current PdM Job Assignment design.

The Company and the Union recognize that the work within the PdM department, are job assignments within the Power Electrician and Power Mechanic classifications. The parties agree it is in their mutual interest to enhance the success of the Warrick Power Station by working together to improve equipment reliability. As a means of accomplishing this goal, the two parties agree to mutually support making significant changes to the current PdM job assignments.

The parties also agree that these changes will not supersede or violate any applicable state or federal laws, or terms within the current Collective Bargaining Agreement.

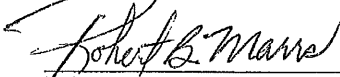
Job assignment changes:

1. In an effort to move this group from a reactive approach, to a proactive drive for excellence, there will be one additional, job assignment added to this group, titled "Lube Tech". The "Lube Tech" position will be assigned out of the maintenance department, but will be selected from within the PdM Group. In the event no one volunteers for the "Lube Tech" assignment, the Company will make that assignment based on seniority.
2. The current assignment time commitment of 4 years will be changed to "indefinite". This will allow for the individuals that have dedicated time to obtain the certifications and experience required to perform this job assignment and the opportunity to function in this role without term limitation. This will also allow the company to benefit from this training and experience without limitation.
3. If after a reasonable amount of time, at least six months, an individual decides this assignment is not a good fit for their skill set they may request to be removed from this assignment. This request must be made in writing to the employee's immediate supervisor. The Company will make every effort to honor this request and make this change within 30 days. The employee will receive ongoing status communications during this process.
4. The Company agrees to provide ample time for training to meet the certification requirements as noted in the job description. Although the "job assignment" requirements may be the same, training plans are unique to each employee. Progress will be monitored, evaluated and modified on an individual basis.

However if the Company has determined that an individual is not making sufficient progress in learning the job, is not showing the ability to perform the required task, or is failing to obtain the necessary certifications, the Company may remove this employee from the PdM/Lube tech. assignment. The Company will make this determination based on the employee's progress and job performance as it relates to the provided curriculum and as spelled out in the job description. This employee will be reassigned back to the maintenance department in their original position held prior to taking this assignment.

The Company and Union recognize that future business conditions may dictate the need to make changes to this program. In the event the need for change is identified, the Company and Union agree to evaluate the situation and work closely together on any future PdM job assignment modifications prior to implementation.


Alcoa, Warrick Power Station



Robert B. Marrs
Operations & Maintenance Manager
Alcoa, Warrick Power Station

Date: 1/20/2014

IBEW, Local 702



Jamie Hatfield
Business Representative
IBEW, Local 702

Date: 1/20/2014

MEMORANDUM OF AGREEMENT
Between
Alcoa Power Generating Inc. Warrick Power Plant
& Local Union 702 of the IBEW

OPERATIONS DEPARTMENT OVERTIME

This agreement outlines the following method of distributing overtime in the Operations Group. The intent is to as fairly and evenly as possible share and distribute overtime opportunities by a method that is understandable and manageable. The Company and the Union agree to visit this issue as needed to address any concerns that may arise with the intent to work towards mutually addressing any concerns.

- * Overtime hours worked will be accurately tracked and posted every two weeks.
- * Volunteer Overtime Sheets will continue to be used.

Scheduled Overtime Vacancy (Overtime for known vacancies such as vacations)

Step One:

- a. Voluntary Overtime Sheets will be posted approximately 4 weeks in advance of vacancy. This will include the date that the posting will come down, which will be approximately 10-14 days prior to the vacancy.
- b. Overtime will be assigned based on hours and the classification. If employee signs up for more spots than they are eligible, they will be assigned the overtime based on fair distribution.

Step Two:

- a. If overtime is not filled via Step One, it will be filled in chronological order (Monday day shift, Monday night shift, Tuesday day shift, Tuesday night shift, etc.).
- b. The eligible person with the lowest hours will be assigned each of the spots.
- c. Appropriate communication (email) will be sent to each person as well as their Team Leader and Group Leader of the overtime that they have been assigned.

Short Notice Overtime Vacancy

Step One:

- a. A Call-Out list will be printed from the Overtime Tracker Program.
- b. Contact will be made to all personnel that are available based on hours and classification.

Step Two:

- a. If vacancy still exists, the list will be gone through a second time and personnel will be required to work overtime based on hours and classification.
- b. The process is same if there is more than one vacancy.

The parties agree to review this agreement on an annual basis during the month of October. This agreement may be cancelled by either party giving notice to the other in writing of its intent to cancel the agreement in thirty – (30) days.

DATE: 1-25-2017

FOR THE COMPANY

Michael P. Stetler
[Signature]

FOR THE UNION

Jamie L. Stafford

2022 Calendar

<p style="text-align: center;">January</p> <p>S M T W T F S</p> <p style="text-align: right;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>							<p style="text-align: center;">February</p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28</p>							<p style="text-align: center;">March</p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>						
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