

**2016 Memorandum of Changes  
Agreed Upon Between Duke Energy – Florida  
and  
Local Unions 433, 626, 682, 1412, and 1491 of the  
International Brotherhood of Electrical Workers  
Ratified on January XX, 2017  
to Become Effective December 5, 2016 and Extending Through December 2, 2019  
Reopener After 2 Years Limited to Wages and Certain H&W Benefits**

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**ARTICLE I**

**Recognition and Representation**

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**Item 1 (M-1) Revise Article I, Section 1(A) as follows:**

(A) The Company recognizes the Union as exclusive bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all regular employees in the Production, Line, Meter, ~~Substation Operation~~, System Protection & Control, Telecommunications, Substation Construction and Substation Maintenance, Energy Control, Fleet Services, Building Maintenance, Meter Reading, Air Conditioning Maintenance, Stores and Central Repair Departments, but excluding all supervisory, clerical and plant protection employees in the above departments. The Union agrees that, upon request by the Company, it will bargain in good faith to establish separate labor agreements for new, recommissioned, or purchased generation facilities, owned or operated by the Company. The Company agrees that in the absence of such a request, the existing contract will apply.

**Revise Article III, Section 1(A) as follows:**

(A) Seniority as of the effective date of this agreement shall be based on the length of continuous employment with the Company, which seniority shall be used in establishing seniority rosters in each of the following departments of the Company:

- (1) Production Department
- (2) Line Department
- (3) Meter Department
- ~~(4) Substation Operation Department Deleted during 2016 Negotiations~~
- (5) System Protection and Control Department
- (6) Substation Construction and Substation Maintenance Departments
- (7) Energy Control Department
- (8) Fleet Services Department
- (9) Building Maintenance Department
- (10) Meter Reading Department
- (11) Air Conditioning Maintenance Department
- (12) Stores Department
- (13) Telecommunications Department
- (14) Central Repair Department (effective 1984)

**Revise Article VI, Section 2(C)(2) as follows:**

(2) ~~Substation Operation Department employees~~ Operators shall be scheduled 5-8s or 4-10s exclusive of mealtimes, Monday through Saturday, between the hours of 6:00 a.m. to 10:00 p.m. Mealtimes will be inclusive for any schedules starting at 12:00 p.m. or later. ~~If directly supporting a Construction or Maintenance crew, Substation Operation employees can be scheduled in accordance with the department they are supporting, which can include 4-10s between the hours of 6:00 a.m. to 11:00 p.m.~~

**Revise Article VI, Section 2(D)(3) as follows:**

Commented [ABS1]: Inserted Article/section heading that was mistakenly left out of the proposal.

(3) Substation Construction & Substation Maintenance Department employees, except Substation Operators, shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 6:00 a.m. and 6:00 p.m.

Notes:

These employees will be headquartered at existing Substation Maintenance crew locations. However, Substation Operators will be regionally based and may be required to work at any location within their region. When Substation Operators are required to report to another work location other than their headquarters, they shall be paid for any time that is in excess of their normal commute to their headquarters.

Overtime will be assigned in accordance with the provisions of Article VI, Section 6. When the Company determines the need for Substation Operators to respond to overtime for switching purposes, the Company shall utilize the callout list from the headquarters where the service is needed, providing the headquarters is staffed with a Substation Operator. If sufficient resources do not respond, management shall utilize the Substation Electrician list at that same headquarters before calling Substation Operators from neighboring headquarters.

When the Company determines the need for Substation Operators to respond to overtime for switching purposes in headquarters not staffed with Substation Operators, management shall utilize the Substation Electrician list in the headquarters where the service is needed before calling Substation Operators from neighboring headquarters.

The Substation Operator will be paid at the same rate of pay as the Substation Electrician. The Substation Operator will be in the same classification bracket as the Substation Electrician in Exhibit "A" of the Memorandum of Agreement.

Employees bidding into the position of Substation Operator must hold or have held the position of Substation Electrician or be a Substation Apprentice Review Committee (SARC) qualified Electrician Apprentice.

The Company will post a minimum of six (6) net new Substation Operators in the Substation Construction and Substation Maintenance Department (seniority group six (6)).

Substation Operation Seniority Group (04) to be deleted from Exhibit "A". The Substation Operator classification shall be moved under the Substation Construction and Substation Maintenance seniority group.

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**ARTICLE II**

**Company-Brotherhood Relations**

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**Item X (U-3) Revise Article II, Section 10(C) as follows:**

(C) Each employee shall live within reasonable travel time of their reporting headquarters. Line Department employees, not including ~~System~~ Transmission Construction and Maintenance Crew employees, in the ~~Suncoast~~ Coastal Florida Region, Central Florida Region, and North Florida Region shall live within forty (40) minutes travel time of their headquarters.

Note:

The route can be driven at whatever time provides the least amount of congestion and provides the employee the opportunity to meet the requirement. If traffic conditions change after an employee initially meets this requirement, the employee will be grandfathered in and will not be required to move.

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**ARTICLE III**  
**Seniority, Promotions, Demotions, Transfers,**  
**Lay-Offs, and Re-employment**

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**Item X (M-2) Revise Article III, Section 3(D)(2) as follows:**

(2) Time worked by employees in the classification of Tractor-Trailer Operator after December 18, 1977, will not be considered in the seniority of such employees when applying for vacancies in other positions in the Stores Department. Tractor-Trailer Operators cannot be rolled except by another employee who holds or has previously held the Tractor-Trailer Operator classification.

**Item X (M-3) Revise Article III, Section 7 as follows:**

**Section 7**

(A) All job vacancies in all classifications, regular, and contingent assignments shall be posted on the proper bulletin board or, at the Company's option on a Company web site for a period of ten (10) days. Temporary positions will be offered to qualified regular employees on lay-off status before such positions are offered to outside applicants. An expedited process will be utilized to avoid delays in filling temporary positions.

(B) Employees who are on layoff with seniority shall be e-mailed the current weekly job posting or, if they have no access to a computer, it shall be mailed to them, via US Mail, ~~the current posting notice each week.~~ Employees who are e-mailed or mailed the job posting notice shall be allowed to submit bids via e-mail or US Mail.

(C) Within ninety (90) days after a job becomes vacant it will either be posted or, if it is to be discontinued, such information will be included on a posting notice within that period.

(D) Within ten (10) days after the date of posting of the notice, any employee may make application electronically through a Company Web Site. Submissions through the web site shall be received not later than midnight ten (10) calendar days after date of posting. E-mail confirmation that an employee's bid has been received shall be provided to the employee within twenty four (24) hours of the receipt of the bid. Should an employee be on vacation and away from his normal place of work during all of the ten (10) day period, he may be allowed an additional five (5) days in which to make

application provided the Labor Relations Department is notified within the five (5) day period that an application is being filed.

(E) The Company will, within fifteen (15) days of the end of the posting period, designate a qualified employee to fill the job permanently and shall so notify the Local Unions in writing via e-mail or, at the Company's option, and through posting on a Company web site. Such notice will also be emailed to the System Council U-8 office. Applicants will be notified via e-mail or, at the Company's option, through posting on a Company web site. The applicants shall be allowed thirty (30) ten (10) days from the date of mailing of such notice in which to file a ~~protest with the Labor Relations Department in writing through United States mail.~~ Such protest shall not be considered as a grievance unless a satisfactory settlement is not reached within ten (10) days from the date of the mailing of the protest. In the event a satisfactory settlement is not reached within such period, an additional ten (10) days shall be allowed in which the applicant may file a second first step grievance. Such grievance shall be handled in accordance with Article IX, Section (2) (A) (2).

(F) Names of employees selected to fill job vacancies will be posted ~~each week,~~ corresponding with each posting notice published, on the bulletin boards where job vacancies are posted or, at the Company's option, on a Company web site.

(G) An employee who bids on a job vacancy and is selected will be considered as accepting and will be transferred to the new position as promptly as is practically possible. This means that unless unusual circumstances exist which would greatly hamper operations; the selected employee should be transferred to his new position and not held until his/her replacement has been secured. Under such circumstances a temporary replacement should be made, if one is available, in preference to holding the employee. If the Company does not transfer an employee within two weeks of his/her selection, after that date the Company will upgrade the employee to the rate of pay of the new position, if higher than his/her current rate of pay. The employee may decline from the selection if there are extenuating circumstances or if the employee becomes the senior qualified bidder for a job vacancy that appears within one Posting Notice of the vacancy for which he was selected. Extenuating circumstances are hereby defined as a serious illness or death in the employee's immediate family, or if the employee becomes seriously ill. If he declines the job for the reasons described above or is selected within one Posting Notice, or bids back and is selected for his previous vacancy, the Company shall proceed promptly to fill the posted vacancy from the remainder of the list of applicants without reposting the vacancy, provided there is an applicant qualified to fill the job. When a progression is posted and the

progression is broken and re-instated due to the above, the Company shall proceed promptly to fill the posted progression of vacancies from the original list of applicants without reposting the progression, provided there are applicants qualified to fill the job.

(H) If no application is received from an employee qualified to fill the job or vacancy during the posting period, the Company shall have the right to fill the job from any available source within a period of ~~one hundred and twenty eight (120-180)~~ days after the expiration of the posting period, at which time the Company will notify the Local Unions of the name of the person selected to fill the job permanently. If the job is not filled in the above manner, it will then be reposted.

Note:

The Company agrees that it will post jobs no less than once every two (2) weeks, no later than Tuesday of the week of the posting.

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**ARTICLE IV**  
**Holidays**

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**Item X (M-4) Revise Article IV, as follows:**

**Section 1**

(A) The following days shall be recognized as holidays:

- |                    |  |
|--------------------|--|
| New Year's Day     | Veteran's Day (Nov. 11)                      |
| Good Friday        | Thanksgiving Day                             |
| Memorial Day       | Friday after Thanksgiving                    |
| (last Mon. in May) | December 24                                  |
| Fourth of July     | Christmas Day                                |
| Labor Day          | <del>One</del> <u>Two</u> Floating Holidays* |

~~\*New hires must complete their 6 month probationary period.~~

Unless otherwise provided in this Section, the holidays listed above, except for the Floating Holidays, will be observed on the calendar day of the holiday. Employees will receive holiday pay for the observed holidays for eight (8), ten (10) or (12) hours based on the employee's regular schedule for that day, at the straight time rate.

(B) Employees in the Line Department in Distribution and the classification of FSR.

~~(B)~~(1) If a holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by any employee ~~in any department~~ who is normally scheduled for work that day, who will observe the holiday on the day on which it falls. When the December 24 holiday falls on a Sunday, the following Monday shall be observed as the holiday, and the December 25 holiday shall be observed on the following Tuesday, except by employees who are normally scheduled for work that day, who will observe the holidays on the days on which they fall.

~~(C)~~(2) If a holiday falls on a Saturday, unless it is the Christmas Day or New Year's Day holiday, the preceding Friday shall be observed as a holiday, except by any employee ~~in any department~~ who is normally scheduled to work that day, who will observe the holiday on the day on which it falls. When the Christmas Day or New Year's Day holiday falls on a Saturday, the following Monday shall be observed as the holiday, except by employees who are normally scheduled for work that day, who will observe the holiday on the day on which it fell.

(3) If a holiday falls on the employee's day off, the employee shall have the option of receiving holiday pay of eight (8) hours or ten (10) hours pay, depending on the employee's schedule, at straight time rates or another day off for which the employee shall be paid eight (8) or ten (10) hours, depending on the employee's schedule at straight time rates. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with the exception of Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day which must be taken on or before February 28 of the following year. Otherwise, the employee shall be paid for the holiday.

(C) Shift (SH) Employees Working Rotating Operational Schedules

(1) Shift employees shall observe the holiday on the calendar day it falls. If the holiday falls on a Shift employee's day off, the employee shall be paid holiday pay for either eight (8), ten (10) or twelve (12) hours, depending upon the employee's regularly scheduled hours for that week.



(2) Shift employees who are required to work on a holiday, except as provided in Section 3(A)(2) below, shall be paid time and one-half of that straight time rate for such hours worked and in addition shall be allowed eight (8), ten (10) or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) or twelve (12) hours straight time pay and have a day off within a reasonable time.

(a) Shift employees will have the option of banking up to six (6) of these days at any given time to be used at a mutually convenient time. This bank of holidays may be replenished as additional holidays are worked, but will at no time exceed six (6) days. All holidays worked, after six (6) are in the bank, will be paid out with no option to the employee.

(b) To qualify for another day off in lieu of holiday pay, an employee will be required to work the equivalent number of hours he or she would have normally been scheduled to work, if there had not been a holiday. The hours do not have to be consecutive and may accumulate anytime during the twenty-four (24) hour period on the holiday. The hours accumulated must actually be worked.

(D) For all other employees, if a calendar holiday falls on a day that is not a scheduled work day of an employee or group of employees, the holiday shall be moved to the closest regularly scheduled work day, before or after the calendar holiday. Management shall determine the days to be observed as holidays for the affected employees and will post the holiday schedule for the current year by February 28<sup>th</sup> of that year. If the New Year's Day holiday is observed on a day other than the calendar holiday, it shall be observed on the first regularly scheduled work day following the calendar holiday.

(E) The floating holiday is to be a day selected by the employee mutually agreeable to both the employee and the Company but it must be scheduled and taken within the calendar year that the holiday falls.

## **Section 2**

~~All employees shall receive holidays with pay for the holidays specified in Section 1 of this Article. If a holiday falls on the employee's day off, he shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on his schedule, at straight time rates or a day off within a reasonable time at the option of the employee, for which he shall be paid eight (8), ten (10), or twelve (12) hours, depending on his schedule at his straight time rate, plus premium pay at one and one-half (1 1/2) times his straight time rate for all hours he is required to work on said day. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with~~

~~the exception of Christmas Eve and Christmas day which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. The floating holiday is to be a day selected by the employee mutually agreeable to both the employee and the Company but it must be scheduled and taken within the calendar year that the holiday falls.~~

This section deleted during 2016 Negotiations

### **Section 3**

(A) ~~(1)~~ All employees, except Shift employees working rotating operational schedules, who are required to work on a day observed as a holiday, except as provided in subparagraph (2) below, shall be paid time and one-half of that straight time rate for such hours worked and in addition shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) hours or twelve (12) hours straight time pay and have a day off within a reasonable time. The day off shall be at a mutually satisfactory time, but must be scheduled and taken within the calendar year that the holiday falls with the exception of Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. Call-outs are subject to minimum call-out provisions of this agreement.

(2) All employees, including Shift employees working rotating operational schedules, who are required to work on a calendar Thanksgiving Day, or calendar Christmas Day shall be paid two (2) times their regular rate of pay for such hours worked.

(B) To qualify for another day off in lieu of holiday pay, an employee will be required to work the equivalent number of hours he or she would have normally been scheduled to work, if there had not been a holiday. The hours do not have to be consecutive and may accumulate anytime during the twenty-four (24) hour period on the holiday. The hours accumulated must actually be worked.

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**ARTICLE V**
**Vacations**


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**Item X (M-6) Revise Article V, Section 4 as follows:**

**Section 4**

If an employee's employment is terminated due to retirement, medical inability to perform work or reduction in force, he/she shall be granted the vacation pay to which he would have been entitled during the year. This includes any employee retiring on January 1. However, Notwithstanding anything in Section 1 to the contrary, effective on and after December 2, 2019, employees terminating in a particular calendar year who quit or are discharged shall, at the time of their termination, be considered to have earned and will be paid 1/12<sup>th</sup> of the year's vacation for each full or partial month that they work in that calendar year; except that, employees hired after July 1 who terminate in that calendar year shall not be paid such vacation pay. In the year of their termination, for employees who quit or are discharged, who have taken more vacation than they earned to the date of termination, the Company will not seek to recover such unearned vacation. taken in the calendar year of termination will be deducted from the employee's final paycheck.

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**ARTICLE VI**
**Hours of Labor and Overtime**


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**Item X (M-7) Revise Article VI, Section 2 (B) as follows:**

**Section 2 -- Schedules of Work**

(A) Employees shall be designated as Shift, Scheduled, and Non-Shift employees.

(B) Shift Employees

(1) Shift employees are marked in Exhibit "A" of this agreement with the symbol "SH".

The regular workweek shall consist of eight (8), ten (10) and/or twelve (12) hour shifts. Any 12 hour shift schedule will apply only to shift (SH) employees. Ten hour shifts for Operators can only be used for

when they are working maintenance/training/relief week (maintenance relief week schedule shall be determined by management based on business need, in accordance with Section 2 (B) (2). Management may assign operating employees to a day shift to prepare for planned and forced outages, support projects, and procedure development for a period not to exceed four (4) months. For planned and forced outages expected to exceed forty-two (42) days or more, the period may be extended up to nine (9) months. Seniority will be respected in the reassignment of operating employees to the dayshift. To assist shift employees in their vacation planning, an annual shift rotation calendar shall be established and posted no later than December 31 for the following calendar year. Posting of this calendar does not restrict management from making schedule changes pursuant to Article VI.

~~(a) Any 12 hour shift schedule will apply only to shift (SH) employees. and may only be implemented upon a 60% vote of all regular Bargaining Unit employees voting in the respective shop. The shift rotation schedule will be selected by a majority of the affected employees from a selection of at least two (2) provided by the Company prior to a 12 hour shift schedule vote.~~

(2) Shift schedules shall remain in place on a year to year basis unless a change is requested by either the Company or employees no later than November 1 of the year prior to the requested change. In such case, the employees will select from at least two (2) schedules provided by management. The schedule receiving the most votes will be implemented for the following calendar year.

~~(b) For locations other than Combustion Turbine plants on cyclic operations, where employees have not voted to accept twelve (12) hour shifts, there shall be one vote held per location per calendar year, with the vote to take place by closed ballot at the work location no later than November 30 of the respective calendar year. Both the Company and the Union agree to remain neutral as to the outcome of the vote. Any vote by a shop will be conducted by secret ballot and administered by a Local Union Officer or steward not associated with the affected shop. For locations where 12 hour shifts have been voted in, employees may elect, after twelve (12) months, to return to their previous schedule by a vote of 60% of all regular Bargaining Unit employees voting in the respective shop.~~

**This paragraph deleted in 2016 Negotiations.**

**Commented [ABS2]:** The proposal was to insert paragraph (2) and eliminate (a) and (b). However, we overlooked the fact that a paragraph (2) already exists, as well as (c) through (g) under paragraph (1). So we can either make the new paragraph part of (1) and eliminate (a) and (b) or replace (a) with the new language and eliminate only (b). But either way, I think it is best to indicate "This paragraph deleted in 2016 Negotiations" for any deletions, rather than trying to renumber the subsequent paragraphs in the section.

**Item X (U-54) Revise Article VI, Section 2(C)(4) as follows:**

(4) Stores Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option. Schedule shall be Monday through Saturday, between the hours of 6:00 a.m. to 9:00 p.m., in all headquarters except Wildwood and Crystal River Site Support (CSS), where coverage may be from 6:00 a.m. to 11:30 p.m., except for Tractor-Trailer Operators, whose hours shall be from 6:00 a.m. until 1:00 a.m. the following day. Stores Department employees assigned to the Production Department may be scheduled in accordance with the work schedule of that facility. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

**Item X (M-66) Revise Article VI, Section 2(C)(7) as follows:**

(7) Special Line Crews shall be scheduled 4-10s, exclusive of meal time, Monday through Sunday, provided that the hours of work shall be between 6:00 a.m. and 10:00 p.m. The SL Crew can be "split" and placed on different schedules. Seniority shall be respected in the selection of schedules.

When it becomes necessary to change schedules, where days worked or hours of work are to change, within the limits, including reporting times, employees will be given one (1) week notice of such change. Changes will be made on the first day of the workweek. Changes between the Sunday through Wednesday or Wednesday through Saturday schedules shall not be made more than once in any six (6) month period. When a temporary vacancy occurs on an existing Special Line Crew, such vacancy may be filled by rescheduling another employee by giving him at least twenty-four (24) hours prior notice of change in schedule.

Seniority will be respected in the choice of employees available for rescheduling to Special Line Crews. Notice shall not be required to return such employee to his normal schedule. After sundown, the Special Line Crews may perform the following tasks: emergency restoration, pre-arranged outages (within normally scheduled hours), streetlight maintenance and installation, non-energized construction of underground lines and equipment that are truck accessible, non-energized construction of new overhead single phase branch line poles, hardware, and equipment that are truck accessible (excluding installation of conductors), switching, truck stocking and cleaning, and job preparation. All employees,

when scheduled to work on Special Line Crews, shall receive one dollar and ~~thirty-five~~seventy-five cents (\$~~1.35~~1.75) per hour additional.

It is agreed that not more than a maximum of twelve positions or fifty percent (50%) of the total number of Line Department positions at a location, whichever is less, will be Special Line Crew or Night Time Line Crew (NTLC) positions. The ratio will be calculated by dividing the total number of (SL) and NTLC Line Department Bargaining Unit positions at the headquarters by the total number of (NS) plus SL, plus NTLC Line Department Bargaining Unit positions at the headquarters. These (SL) positions will be established by the creation of new positions or by posting vacancies that occur at the headquarters as (SL).

**Revise Article VI, Section (2)(C) by adding paragraph (16):**

(16) (a) Night Time Line Crews (NTLC) shall be scheduled five eight-hour days, Monday – Friday, between the hours of 10:00 pm to 6:00 am, inclusive of meal time. These positions will be posted to existing Operating Centers. Linemen Apprentice (NT) positions will be posted for bid by Lineman Apprentice (NS) or (SL) employees. Temporary absences, such as for vacation or sick leave, may be filled by management by assigning a volunteer replacement employee, by seniority from the headquarters of the NTLC. If there are no volunteers from the NTLC headquarters, volunteers may be solicited from neighboring headquarters. In the event there are no volunteers for temporary vacancies, management may assign an employee from the headquarters of the crew by assigning the junior employee.

**Commented [ABS3]:** Proposal was to add paragraph (8), however (8) through (15) already exists under Section 2(C). We either have to renumber the subsequent paragraphs, or add a new paragraph (16) at end of section.

(b) The employee's movement onto and off of the NTLC will not be considered a reschedule for the purposes of paragraph (7).

(c) All Lineman (NT) positions shall receive three dollars (\$3.00) per hour above the Lineman (NS) rate of pay. Linemen Apprentice (NT)s serving on a Night Time Line Crew shall receive three dollars (\$3.00) per hour above the Lineman Apprentice (NS) rate of pay.

(d) When a night time schedule is worked in the entirety (minimum of eight (8) hours) by any non-Night Time Line Crew employee, the above premium pay will be added to their hourly rate. The Lineman

(NT) positions must live within forty (40) miles of the reporting headquarters. Night Time Line Crews may perform all tasks set out in paragraph (7) above for Special Line Crews.

**Revise Article III, Section 7 by adding paragraph (J):**

(J) (1) Posted Night Time Line Crew (NTLC) positions that go unfilled may be filled on two (2)-week intervals by rotating qualified volunteer employees at the NTLC headquarters in seniority order. Should there not be enough qualified volunteers, management may assign qualified employees from the NTLC headquarters beginning with the least senior employee in the respective classifications. Once all employees from the NTLC headquarters have already served on the NTLC, management shall select an employee from a neighboring headquarters in the same manner.

(2) Lineman Apprentices bidding or assigned to the NTLC must be second step or higher. Selected Apprentices shall be assigned to the NTLC for a period of eight (8) weeks. At the end of the eight week period, the Lineman Apprentices shall be returned to their previous position.

(3) Apprentices who bid and are selected to a NTLC at a headquarters within fifty (50) miles of their residence will be reimbursed for time and mileage each day to and from the reporting headquarters that is greater than the apprentices normal commute time and distance from their regular headquarters. Apprentices selected to a location greater than fifty (50) miles from their residence are responsible for all travel time and mileage in excess of fifty (50) miles.

(4) Lineman Apprentices who have previously served on the NTLC will be prohibited from bidding back onto the NTLC for a period of one year unless there are no other qualified applicants at the time of expiration for bid on the posting notice. An apprentice can only serve on this crew 2 times in a 12 month period. This restriction shall not include assignments to the crew as a result of the rotations into unfilled posted positions described in Article III, Section 7(J)(2).

**Revise Article III, Section 8(A) by adding the following:**

(A) In the reduction of forces, or where a job in a classification is discontinued at a location, all lay-offs, demotions or adjustments resulting therefrom, shall be made in inverse order of seniority of the employees in the respective departments at that location except where provided for in other sections in this agreement, provided the employee is qualified for the position and has the ability to perform

the work. In the event of a reduction of forces in the Line Department, the NTLC positions shall be eliminated prior to any other positions. This restriction shall not apply to abolishing a vacant position for the purpose of reclassifying the position to another classification or location.

[Remainder of Section 8(A) to remain the same.]

Commented [ABS4]: Added statement for clarification purposes.

**Revise Article VI, Section 6(A)(4) as follows:**

Commented [ABS5]: Specified subparagraph (4) for clarification purposes.

(4) All employees in the Line Department in Distribution (except for employees in the Distribution Control Center) are required to maintain a call-out percentage of forty percent (40%) of emergent calls. In addition, when the Company determines that a situation exists in a headquarters (Distribution or Transmission) or Transmission show-up that requires all available line resources (“all hands on deck”), Article II, Section 7(A) will apply. Employees holding the Lineman (NT) or Lineman Apprentice (NT) classification will not be subject to a minimum callout expectation and will be allowed to voluntarily place themselves on the bottom of the callout list during their weekends. Lineman (NT) and Lineman Apprentice NT employees volunteering themselves for call will be placed on the bottom of the respective overtime list and called as a last resort. The Lineman (NT) and Lineman Apprentice (NT) classification will not be compelled to work overtime, except for a named storm or holdover to respond to an outage.

**Revise Article VI, Section 5(E) as follows:**

(E) Off-System Response. The Union and Company recognize the desirability of responding to restoration duty outside the Duke Energy Florida system in order to assist other utilities in restoring power to their customers. Employees who respond to restoration duty outside the Duke Energy Florida system shall be compensated at a rate of one and one half (1½) times the regular rate of pay for all hours worked, except when otherwise required by this Agreement. For response to restoration duty outside the Duke Energy Florida system, the Company will determine the number and location of employees to be selected. Employees will be offered the Off-System Response work on the basis of call out percentage highest to lowest at the location in which they work. NTLC employees will only be



considered for off-system response after all other Linemen and Lineman Apprentices have been offered the opportunity at their reporting headquarters.

Notes:

The Company will create no less than six (6) net new Lineman NT positions. In addition, the Company will create no less than six (6) net new Lineman Apprentice positions, to support the training rotations on the Night Time Line Crews. A new JCC will be added to Exhibit "A" for Lineman (NT) and Lineman Apprentice (NT) with the same base rate of pay as a Journeyman Lineman and a Lineman Apprentice respectively.

When posted there shall be a note on the posting notice indicating the eight (8) week time frame for the Lineman Apprentice NT position.

NTLC positions shall only be posted at headquarters in the North Central, South Central and South Coastal zones.

In the event that an NTLC position is not filled, it shall be posted on the posting notices every two (2) weeks until the position is filled. No employee who can demonstrate hardship to the QLARC will be compelled to work on the NTLC.

**Item X (M-10) Modifications to Call-Out Provisions for Florida Delivery Operations**

The intent of this proposal is to incorporate into the MOA paragraph 2 of the MOU signed on 10/27/14 regarding Modifications to Call-Out Provisions for Florida Delivery Operations. Paragraphs 1 and 4 of the MOU will be incorporated into the COORS manual.

**Revise Article VI, Section 4(C)(2) as follows:**

(2) All employees in the Line Department in Distribution not on-call shall be removed from the call out list for the eight (8) hours directly preceding an accepted pre-arranged overtime

assignment. In cases where management fails to remove the employee from the call-out list the employee may choose to turn down any call out with no penalty.

(a) Removal from the call-out list shall not be required when an employee is pre-arranged to work for the purposes of filling the shift of an absent employee. In such case, it shall be left to the discretion of the employee filling the shift as to whether or not he or she is removed from the call-out list during the eight hours preceding the overtime.

(b) No employees shall be removed from the call-out list in situations where the entire yard has been pre-arranged to work overtime. This includes but is not limited to pre-arranging the entire yard for early reporting for cold weather or when the entire yard is requested to work an additional day in the work week.

(c) Whenever employees are pre-arranged to report early for weather related events, 1 ½ hours or less prior to the scheduled reporting time, those employees shall not be removed from the call-out list during the eight hours preceding the pre-arranged reporting time.

Notes:

As originally agreed to in the MOU, the parties will include paragraphs 1 and 4 of the MOU in the COORS manual in the appropriate locations.

The MOU signed by the parties on October 27, 2014, shall no longer be in effect but will be replaced by the attached MOU, which shall be in effect for the term of this new MOA.

**Item X (U-16) Revise Article VI, Section 5(A) by adding subparagraph (2) as follows:**

**Section 5 -- Call-Outs**

(A) (1) If an employee covered by this agreement is called out after the close of his scheduled workday and before the beginning of his next scheduled workday, he shall be paid a minimum of two and one-half (2 1/2) hours at the applicable overtime rate. If he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be paid. In the application of this paragraph, if the employee completes his work so that there is a break prior to the time he normally reports, that work period should be treated as a separate call-out

and paid the minimum of two and one-half (2 ½) hours. In the case of pre-arranged work, nothing prohibits an employee being assigned other work so that his work continues into his regular work period.

(2) When an employee, who commutes to and from work in a Company vehicle, responds to a callout while off duty, the employee shall be paid from the time the employee starts working until the time the employee returns home. If the callout extends into the employee's normal shift, then the employee's stop time will be the normal end of shift. For the purposes of this subparagraph, an employee will be considered to have started working when the employee engages in activities such as pre-flighting the truck, performing the pre-trip 360 inspection or logging onto the computer. This subparagraph will not apply to employees covered under Article X, Section 4.

**Item X (U-17) Revise Article VI, Section 5(D) as follows:**

(D) When the Company determines the need for Company resources to respond to emergent call-outs in the Line Department in Distribution, Transmission Line, and/or in the R & D Man classification, the Company shall call the affected overtime call-out list at the headquarters, at least ~~one (1) time~~ two (2) times, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from that headquarters, the Company shall utilize the overtime call-out list at a neighboring headquarters utilizing the regular call-out list at least one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee. If sufficient employees still do not respond to the call-out, then the Company, at its discretion, may utilize other available resources to restore service.

**Item X (M-12) Add new Paragraph (G) to Article VI, Section 5 as follows:**

**Section 5 -- Call-Outs**

(G) Bargaining Unit employees in the Production Department (Fossil Operations) will, if requested, maintain and provide a call-out list for management use. Bargaining Unit employees may also be required to perform call-outs if requested by management.

**Item X (M-14) Revise Article VI, Section 9 as follows:**

**Section 9 -- Trading Work Periods**

Upon prior notice to the supervisor, employees of the same classification who are qualified and able to perform the work scheduled, and who are working regularly scheduled hours, may exchange hours of work within the workweek with one another provided no overtime or inconvenience ~~rescheduling of training~~ is caused the Company.

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**ARTICLE VII**

**General Working Conditions**

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**Item X (U-21) Revise Article VII, Section 1(E) as follows:**

(E) In the Line Department, which includes the network section and the distribution section, in the Building Maintenance Department, in the Central Repair Department, in the Substation Construction and Substation Maintenance Departments and in the Air Conditioning Maintenance Department, when four (4) men are placed on the job for two (2) hours or more without direct supervision, the senior qualified Journeyman of the group shall be designated as "**Lead Lineman**," or "Lead Network Specialist," or "Lead Electrician," or "**Lead Maintenance Mechanic**," or "Lead Air Conditioning Mechanic," and paid ~~seventy-five cents (\$.75)~~ one dollar (\$1.00) per hour above the top wage bracket of the regular Journeyman rate.

Commented [ABS6]: Will be changed to Line Technician per M-46

**Item X (U-23) Revise Article VII, Section 7(J) as follows:**

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive ~~\$14.40~~ fifteen dollars and ten cents (\$15.10) on the next regular paycheck. Reasonable effort will be made to provide the earned meal(s) to the employee upon request. For all meal allowances earned, management, at its option, may provide a meal or pay the meal allowance.

**Item X (M-16) Revise Article VII, Section 8(A)(6) as follows:**

(6) Both parties affirm their commitment to Local Safety Councils and FHO Event Free Councils Teams. The membership of the Local Safety Councils and FHO Event Free Councils Teams shall consist of the employees at the location(s) where the Company creates the Local Safety Councils or FHO Event Free Councils Teams, as well as one or more Company-designated managers or supervisors. The chairperson and all officers of each Local Safety Councils and FHO Event Free Councils Teams will be elected by the non-management employees of the ~~Safety~~ Team, excepting the follow-up committee chairperson, who shall be selected by management. Elections shall be held once every twelve (12) months. If a member of ~~a~~ the Local Safety Council or FHO Event Free Council Team vacates his/her position during the twelve (12) month term, a replacement shall be voted on by the employees in that location at the next regular scheduled safety meeting. The Local Safety Councils and FHO Event Free Councils Teams will have the responsibility of implementing safety programs and creating meeting agendas, including any compliance-related topics.

**Item X (M-17) Revise Article VII, Section 10(C) as follows:**

(C) Safety footwear shall be provided to new employees for classifications that require safety footwear. The Company shall replace safety footwear as necessary due to normal wear and tear incurred while working for the Company. Employees may order replacement safety footwear, in an amount not to exceed three hundred dollars (\$300.00), except that employees in the Line Department may order climbing boots in an amount not to exceed three hundred fifty dollars (\$350.00), through a Company designated catalogue or online source or, at the employee's option, may purchase such footwear on the employee's own time and be reimbursed for the cost of the footwear.

**Item X (M-18) Revise Article VII, Section 10(E) and eliminate Section (F) as follows:**

(E) (1) The Company shall furnish five (5) nine (9) Fire Retardant (FR) shirts and pants and one (1) FR jacket with liner to new employees in the ~~Departments~~ work groups requiring the use of FR

clothing. ~~Three (3) replacement FR shirts will be furnished to these employees by the Company each year. Any shirts damaged during the year, in the normal course of business, shall be replaced.~~

~~(F) For employees in Departments requiring the use of FR PPE clothing, the Company shall furnish one (1) FR jacket with liner. In addition, the Company will also provide new employees who work in the North Coastal Zone, in Departments work groups requiring the use of FR PPE clothing, two (2) additional items of extreme cold weather FR clothing. The Company and the Union will negotiate a list of options for the additional item that will be provided (e.g., Cold weather FR jacket, Cold weather FR bib overalls or Cold weather FR pants, etc.). The cold weather clothing will be provided at no cost to the employee. Any FR clothing set out in this paragraph (F) will be replaced at no cost to the employee, when damaged to an extent requiring replacement and if returned for replacement.~~

(2) Each year thereafter, every employee working in workgroups requiring the use of FR clothing shall be given a FR clothing allowance of \$455.00. Unless provided otherwise, the allowance will be in the form of a credit with the FR clothing provider and is to be used at the employee's discretion to purchase additional clothing or replace damaged or worn out clothing as needed.

(3) In the event that an employee's FR clothing is not reasonably wearable, (e.g. due to weight gain/loss, medical condition, contamination, or other damage), as determined by management, an allowance for replacement of up to two garments per employee per year will be provided, in addition to the annual allowance.

Note:

The MOU dated August 11, 2014, regarding Flame Retardant Pants is no longer in effect.

**Item X (M-19) Revise Article VII, Section 14(B) as follows:**

(B) Employees in the Fleet Services Department will ~~upon the majority vote of the employees at each Fleet location,~~ be furnished uniforms and uniform service at the expense of the Company. ~~If the majority of employees at a location vote for the uniforms, all employees at that location will be furnished and must wear the uniforms while at work.~~

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**ARTICLE VIII**
**Release of Employees for Union Duties**


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**Item X (M-20) Revise Article VIII, Section 1 as follows:**

**Section 1**

Should an employee become Business Manager or Assistant Business Manager for the System Council on a full-time basis or accept a position as an International Representative with the International Brotherhood of Electrical Workers ("Union Employee"), ~~he~~ the Union Employee shall be granted a leave of absence without pay from the Company, upon due and timely notice. ~~He will retain his rights to retirement benefits and savings plan. He may continue his benefits under the Employees Life Insurance Plan by paying the full premium on his policy. He will retain his rights to the Medical Plan by paying the full premium. During such leave of absence he shall not lose any seniority and, upon application for reinstatement, if filed within thirty (30) days after the expiration of his leave of absence, he shall be reinstated to his former position, or to one as nearly comparable as possible if his former position has been abolished. It is understood and agreed, however, that such an employee must possess the mental and physical ability to do the work to which he is assigned. It is also understood and agreed, that upon his reinstatement, the employee being displaced by him shall be considered to have rolling rights according to Article III, Section 8 (A). The Union Employee will retain his/her rights to previously earned benefits under the retirement plan and savings plan during the leave of absence, as follows:~~

**Commented [ABS7]:** Changed from "their" to "him/her" to be grammatically correct.

(A) If they were eligible to participate in a defined benefit retirement plan immediately prior to becoming a Union Employee, they will remain in the defined benefit retirement plan in which they participated prior to their leave of absence, will continue to earn service for the calculation of benefits under the defined benefit retirement plan as if they continued as a full time employee and were not on a leave of absence, with earnings and/or compensation based on their rate of pay with the Company immediately prior to the commencement of the leave of absence plus future negotiated wage increases.

(B) They will remain in the 401(k) defined contribution savings plan in which they participated prior to their leave of absence, and will continue to earn service for vesting (if applicable) under the savings plan, and, during periods when they are not permitted (based on the requirements of the tax code and ERISA) to make elective contributions to the savings plan and receive a Company matching contribution, will receive a Company pay credit to the cash balance defined benefit retirement plan equal to the maximum available Company matching contribution under the Company-sponsored 401(k) plan (currently 6% of pay each calendar year), adjusted for interest credits following the date credited to the plan, based on their rate of pay with the Company immediately prior to the commencement of the leave of absence plus future negotiated wage increases, which credit shall be made at the end of each calendar year.

(C) Eligibility to earn the amounts described above is subject to the requirements of the tax code and ERISA.

(D) They may continue their benefits under the Employees Life Insurance Plan during the leave of absence by paying the full premium on their policy.

(E) They will retain their rights to the Medical Plan during the leave of absence by paying the full premium.

(F) During such leave of absence, they shall not lose any seniority of any kind or for any purpose, including the calculation of retirement benefits regarding years of continuous service (as described above), vacation, bidding or rolling rights, etc. The seniority of the covered employees will continue as if they continued as a full time employee and were not on a leave of absence.

(G) Upon application for reinstatement, if filed within thirty (30) days after the expiration of the leave of absence, they shall be reinstated to their former position, or to one as nearly comparable as possible if their former position has been abolished. It is understood and agreed, however, that such an employee must possess the mental and physical ability to do the work to which he is assigned. It is also understood and agreed, that upon his reinstatement, the employee being displaced by him shall be considered to have rolling rights according to Article III, Section 2(C).



Note:

The above language excluding the provision of benefits to employees who accept a position as an International Representative with the International Brotherhood of Electrical Workers will not apply to the former Business Manager currently serving as an International Representative for the IBEW or any future role in the IBEW that may be held by that former Business Manager.

**Additional Note:** If the parties reach agreement on M-63, Retirement Benefits, additional language will need to be added to this Article.

Commented [ABS8]: Additional language to come per Note.

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**ARTICLE IX**

**Grievances and Arbitration**

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**Item X (M-21) Revise Article IX as follows:**

**Section 1**

A grievance is hereby defined as violation of the terms of this agreement or a violation of the law governing the employee-employer relationship, or any type of supervisory conduct which unlawfully or unjustly denies to any employee his job or any benefit arising out of his job. Such grievance shall be filed as promptly as possible but no later than thirty (30) days after the source or cause of the grievance first becomes known to the employee, ~~except that a grievance in connection with the protest of a job assignment shall be governed by the provisions of Article III, Section 7 (E) of this agreement.~~

**Section 2**

(A) If any disagreement or dispute arises between the parties hereto, as to the meaning or interpretation of the terms of this agreement, or as to the rights of either party hereunder, the matter shall be handled in the simplest and most direct manner; and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:

(1) The employee concerned and/or his Union representative must discuss the issue with the immediate supervisor ~~within thirty (30) days of the incident which caused the grievance~~ prior to the issue being presented as a grievance. If the parties are unable to resolve the issue through this

discussion, the employee and/or his Union Representative must submit the grievance as a first step grievance to the supervisor and to the Labor Relations department in writing via e-mail within thirty (30) days of the date of the incident giving rise to the grievance. ~~to the supervisor, in writing, within fourteen (14) days of the discussion. The supervisor will respond, in writing, with a copy to the Labor Relations Department, within seven (7) days following receipt of the written first step grievance. If no mutually satisfactory solution is found and the employee or the local Union desires to pursue the grievance, the grievance shall be filed in writing through the U.S. Mail or by utilizing electronic mail (email) to transmit the grievance, to the Labor Relations Department of the Company within seven (7) days after the supervisors written first step response. This step shall not apply to grievances over the Company's decision to discharge employees. Grievances regarding the discharge of an employee shall be submitted to Labor Relations as a second first step grievance postmarked via e-mail no later than thirty (30) days after the date of discharge.~~

(2) Between the Grievance Committee of the Local Union and at least one member of management from a level above first-line supervisor (subject to the provisions of Paragraph E below) and a representative of the Labor Relations Department at a meeting to be held within thirty-one (31) days of the receipt of the written grievance by the Company, provided that any information request(s) submitted by the Union have been responded to by the Company prior to the meeting. If the information request(s) has not been responded to, then the meeting shall be held in abeyance until the information request has been responded to. The Grievance Committee then shall have sufficient time, not to exceed thirty (30) days from the postmark date of the Company's response, in which to investigate the grievance before the meeting is held. A meeting will be held within thirty one (31) days after the Union has notified the Company that the Grievance Committee has investigated the grievance. If the grievant is absent from a ~~second~~ first step grievance meeting without forty-eight (48) hours or more prior notice to Labor Relations from either the grievant or the Union, the meeting shall be held as scheduled or the grievance shall be discontinued by the Union. In the event a grievant is unable to attend as a result of illness, emergency or unforeseen work related causes, the grievance shall either be heard or rescheduled at the request of the Union. If forty-eight (48) hours notice is given, then the grievance shall be rescheduled. If a member of management from a level above first-line supervisor is absent for reasons other than illness, emergency or unforeseen work related causes, the grievance shall be sustained; otherwise it will be rescheduled. Within twenty-one (21) days after the meeting is held, the Company shall ~~postmark~~

~~its response to the Grievance Committee~~ respond to the grievance in writing via e-mail to the Union Business Manager, System Council U-8. If the Grievance Committee desires to pursue the grievance then it shall within twenty (20) days after the ~~postmark~~ electronic date stamp of the Company's response, ~~postmark its notice~~ notify the Company via e-mail to the Labor Relations Department that the grievance is to be taken to the ~~third~~ second step; then

(3) (a) Between the System Council Committee (which shall not consist of more than five (5) members) and representatives of the Company at a meeting to be held within forty (40) days after notice from the Grievance Committee is received. If additional information request(s) are made by the Union, then the meeting shall be held in abeyance until the information request has been responded to. The System Committee then shall have sufficient time, not to exceed thirty (30) days from the ~~postmark~~ date of the Company's response, in which to investigate the grievance before the meeting is held. A meeting will be held within forty (40) days after the Union has notified the Company that the Grievance Committee has investigated the grievance. The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within twenty-one (21) days after the meeting is held, the Company shall ~~postmark e-mail~~ its decision to the System Council Business Manager.

(b) The System Committee preparation meetings and all ~~third~~ second step grievances will be heard within the same workweek each month, the week for each month to be mutually agreed to by the Union and the Company. Changes to this schedule must be mutually agreed to by the parties. The agenda for ~~third~~ second step grievances shall be established by Labor Relations and sent to the System Council Business Manager no later than close of business Monday of the week prior to the ~~third~~ second step grievance week. The order in which the grievances are to be heard shall be mutually agreed upon no later than Wednesday of that week. In the event that a grievance cannot be scheduled within the forty (40) day timeline after notice from the Grievance Committee is received, due to the ~~third~~ second step grievance week schedule being full, it shall be put on the following month's ~~third~~ second step grievance week schedule. In such case, the ~~third~~ second step time limit shall automatically be waived.

(c) Thirty (30) minutes shall be allowed for each ~~third~~ second step grievance. Grievants will be allowed up to thirty (30) minutes prior to their scheduled grievance meeting to meet with a member(s) of the System Committee. However, this preparation time shall not delay the holding of the scheduled grievances.

(4) Should any matter that has been referred to representatives of the parties as provided in the ~~third~~ second step above not be satisfactorily adjusted either party may demand arbitration of the matter by giving written notice to the other within ninety (90) ~~one hundred twenty (120)~~ days of the ~~postmark~~ e-mail date of the Company's second ~~Third~~ ~~Step~~ answer.

(5) The provisions of Paragraphs (A) (1) and (2) above shall not be followed in the case of a grievance filed by Union representatives on behalf of the Bargaining Unit as a whole (a policy grievance). In such a case, the grievance must be filed via e-mail no later than thirty (30) days after the source or cause of the grievance first becomes known to the System Council Business Manager. Upon receipt of the grievance by Labor Relations, Labor Relations will proceed to set the grievance to be held within 40 days in accordance with the provisions of Paragraph (A)(3).

(B) In the event one of the parties refuses or fails to comply with the time limits of the above grievance procedure, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party initiating the pending step shall forfeit its case.

(C) Neither party shall use the information request process to unduly burden the other or to delay unreasonably the holding of grievances.

(D) ~~For purposes of the Company answering grievances at the second step or third step, and of the Union referring grievances to the third step or arbitration, as set forth in Paragraph (A) (2), (3) and (4) above, a party, at its option in lieu of the U. S. mail, may utilize electronic mail (e-mail) to transmit its grievance answer or referral. The date and time that such e-mail is sent shall be the relevant date for purposes of compliance with the time limits in Paragraph (A) (2), (3) and (4). Second and third step grievance responses from the Company shall also be sent via U.S. mail or e-mail to the System Council Business Manager, by Company mail or email to the grievant, and by Company mail or e-mail to the Local Unions. This paragraph deleted in 2016 negotiations.~~

(E) The Union and Labor Relations may, upon mutual consent, agree to combine grievances that are identical or similar in nature to each other or to combine one or more previously filed grievances in that local that are still active in the grievance or arbitration process. For grievances which Labor Relations concludes meets this criteria but the Union does not agree to combine, at the Company's discretion, the requirement in Section 2(A)(2) pertaining to the attendance of a manager above a first-line supervisor will not apply. In addition, multiple grievances filed over the same event, that occurs at the same specific location, date and time, will be combined and held at the ~~third~~ second step at a single meeting. This shall not apply to disciplinary action grievances. In such case only one grievant shall

attend. If grievances are combined in accordance with this Paragraph (E), neither party will be required to arbitrate one or more of the combined grievances as a group.

### Section 3

(A) After written notice is given by either party requesting arbitration as provided in Section 2 above, the matter shall be referred to a temporary Board of Arbitration. Such Board shall consist of one (1) member designated by the Company and one (1) member designated by the Union, and a third (3rd) member to be selected by the Company and the Union. The Company will promptly request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators who are members of the National Academy of Arbitrators. From such panel the third (3<sup>rd</sup>) member of the Board of Arbitration shall be selected by the Company and the union eliminating six (6) of the persons by alternate strikes. Should the initial FMCS panel be deemed unsatisfactory by either the Union or the Company, the Company will request another FMCS panel of arbitrators who are members of the National Academy of Arbitrators. Should that second panel also be deemed unsatisfactory by either party, the Company will request a third panel of arbitrators who are members of the National Academy of Arbitrators. In such case, an arbitrator from the third panel will be agreed to by the parties. The parties will bear equally the costs of obtaining the FMCS arbitrator panels. The decision of the arbitrator shall be final and binding upon the parties. If the grievance is not scheduled to be arbitrated (i.e., a selected date is agreed to with the arbitrator and the parties) within twelve (12) months of the date the grievance was advanced to arbitration, unless an extension is agreed to between the parties, the grievance will be discontinued on a non-precedent setting, non-prejudicial basis. Should the grievance have an agreed-upon extension, it will be placed in abeyance. If the parties are unable to resolve the grievance, either party may remove the grievance from abeyance upon written notice and it shall be scheduled for arbitration within six months of that date or the grievance will be discontinued on a non-precedent setting basis.

(B) In the event one of the parties refuses or fails to comply with the provisions of the above paragraph, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party requesting the arbitration shall forfeit its case.

(C) Each party shall pay the expenses of its own representative on the Board, together with any expense incurred in presenting its own case. The expense of the third (3rd) member of the Board together with necessary incidental expenses shall be borne, share and share alike, by both parties hereto.

(D) The Board of Arbitration shall be governed wholly by the terms of this agreement and shall have no power to add to, subtract from or change its terms. Such Board of Arbitration shall not be authorized to pass on matters which have not been properly brought to arbitration by having gone through the grievance procedure set up in this agreement.

#### **Section 4**

Employees acting as representatives of the Union, when necessary and with prior consent of the Company, may discuss grievances with the Company during their working hours without loss of pay, but no employee not scheduled to work during the hours of discussion of grievances shall be paid by the Company for the time devoted to such discussions.

#### **Revise Article VIII, Section 3 as follows:**

#### **Section 3**

Employees who are members of the Union's committees will be allowed time off to attend meetings with Company officials. They shall give their respective supervisors three (3) days' notice of their desire to attend such meetings. The number of members of the Union to attend such meetings on Company time shall be limited to the number reasonably necessary to attend to the business at hand but in no event more than five (5). However, at ~~2nd~~ first Step grievance meetings, the Company will pay for no more than three (3) Bargaining Unit members to attend, including a single grievant, and two members of the Local Union Grievance Committee. As to ~~3rd~~ second Step grievance meetings, the Company will pay for no more than five (5) System Committee members plus grievant(s) to attend. Members of the Union's System Committee or their designee shall be afforded two and one-half (2 ½) business days per month on Company time to prepare for all ~~third~~ second step grievance meetings. Individual grievants will not be compensated for attending these ~~third~~ second step preparation meetings. Members of the Union's System Committee shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) for the ~~third~~ second step preparation time and to attend ~~third~~ second step grievance meetings. For Policy grievances, the Company will pay for up to five (5) members of the Union System Committee to attend. The Company shall pay such employees at their regularly hourly rates for reasonable time lost from their regularly scheduled work while actually attending such meetings. In no event shall this time allowance be more than eight (8) ten (10), or twelve (12) hours (depending on the schedule of the employee) in any one day or more than forty (40) hours in any one workweek. Members of the union's negotiating committee shall be scheduled on the day shift (that is,

between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) during contract negotiations. The provisions of this paragraph shall not apply during arbitration proceedings.

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**ARTICLE X**

**Wage, Wage Administration and Miscellaneous Benefits**

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**Item X (U-26) Revise Article X, Section 3 as follows:**

**Section 3**

A shift differential will be applicable to employees in classifications designated as Shift in Exhibit "A," certain specified Scheduled classifications, and to employees who temporarily relieve in such classifications. In the application of this paragraph, employees shall receive a shift differential of ~~seventy cents (70¢) per hour for all regular or overtime hours worked between 4:00 p.m. and 12:00 midnight. Employees shall receive a shift differential of ninety cents (90¢)~~ one dollar and five cents (\$1.05) per hour for all regular or overtime hours worked between 6:00 pm and 6:00 am. 12:00 midnight and 8:00 a.m. Shift differential shall not be paid for any time not worked. Shift differential shall not apply to twelve (12) hour shifts.

Note:

This change to be effective beginning the first pay period after March 15, 2017.

**Item X (U-28) Revise Article X, Section 4 as follows:**

**Section 4**

(A) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the Distribution Traveling Crew, the Transmission (including Substation Construction & Maintenance) Traveling Crew, and to those Employees in Fleet Services who regularly travel throughout the Company. This Twenty Dollar (\$20.00) payment will be paid to Distribution Travel Crews, Transmission Travel Crews, and Fleet Services employees for days worked when they are required to show up within fifty (50) miles from their headquarters or if they have no assigned

headquarters from their legal residences. In addition, the Company will pay one hundred forty-two dollars (\$142.00) one hundred twenty nine (\$129.00) to the above employees for each day worked at a work location that is outside fifty (50) miles or more from their headquarters or if they have no assigned headquarters from their legal residence. However, this payment of one hundred forty-two dollars (\$142.00) one hundred twenty nine (\$129.00) per diem must comply with all applicable IRS regulations and guidelines.

Commented [ABS9]: Left out "dollars" in each reference.

~~(B) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the System Maintenance Crew (SMC) when working at their home plant. In addition, the Company will pay one hundred forty two dollars (\$142.00) one hundred twenty nine (\$129.00) to each of these employees for each day worked at a work location other than their home plant. This payment of one hundred forty two dollars (\$142.00) one hundred twenty nine (\$129.00) per diem must comply with all applicable IRS regulations and guidelines. For the System Maintenance Crew, their home plant (Anclote, Bartow, Crystal River or Suwannee) will be the one closest to their legal residence.~~

~~(C) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the traveling CTT/CTMO Crew (CT Maintenance Services Employees) for days worked when they are required to show up within fifty (50) miles of their legal residences. In addition, the Company will pay the amount of one hundred forty two dollars (\$142.00) one hundred twenty nine (\$129.00) to each of these employees for each day worked at a work location that is outside a fifty (50) mile or more radius from their legal residence. This payment of one hundred forty two dollars (\$142.00) one hundred twenty nine (\$129.00) per diem must comply with all applicable IRS regulations and guidelines.~~

(D) Casual or Temporary employees in the Production Department will receive Seventy-five (\$75.00) for each day worked when assigned to work at facilities outside fifty (50) miles of their legal residence.

(E) For the purpose of establishing the "50-mile" standard, MapQuest or some other computer software to be mutually agreed upon, will be used.

(F) When employees are working out of town on a major storm (Hurricane or Tropical Storm) or catastrophe, the Company shall provide lodging and meals for the employees, in lieu of per diem.

(G) When an employee is working out of town and is scheduled for six (6) days of work per week, and does not return home on his/her off scheduled day, that employee will be reimbursed for



actual expenses incurred for hotel and meals, not to exceed the amount paid by the Company for per diem for employees traveling outside the mileage limit set in Article X, Section 4. Reimbursement for actual expenses will require a receipt.

(H) Employees on the Substation Construction Travel Crews and the Transmission Line Construction Travel Crews will receive reimbursement for the actual round-trip miles driven, up to a maximum of 400 miles total, and the time to drive, each time that the show-up is changed. Travel for training and required Company meetings is not considered a show-up change.

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**ARTICLE XII**

**Term--Extensions--Modifications**

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**Item X (U-1) Revise XII, Sections 1 and 2 as follows:**

**Section 1**

This is the March 26, 1947, agreement between the Company and the Union as has been heretofore amended from time to time. Such agreement is further amended December ~~2, 2013~~, 5, 2016, and when signed by the Company and the Union and approved by ~~the President or Chief Executive Officer of the Company and~~ the International President of the Union, such amendment shall become effective December ~~2, 2013~~ 5, 2016. The agreement, as amended, shall remain in full force and effect through December ~~4, 2016~~, 1, 2019, and from year to year thereafter, subject to changes and termination in the way provided herein.

**Section 2**

Either party desiring to change or terminate this agreement must notify the other in writing at least sixty (60) days prior to the expiration date of any contract period. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions contained herein shall remain in full force and effect.

Notwithstanding anything in Sections 1 and 2 above, this agreement may be re-opened by either party upon written notice delivered to the other at least 60 days prior to December ~~3, 2018~~ 6,

2015. The re-opener will be limited to wages and health and welfare benefits (that is, medical, dental, vision, life insurance), only, as provided in such notice. All other terms of the MOA shall remain in full force and effect for the term of this MOA, except for the no-strike no-lockout provision of Article II, Section 6.

**Wages - General Wage Increase**

Effective December 5, 2016:	3.0%
Effective December 4, 2017:	3.0%
Effective December 3, 2018:	TBD-Reopener

**Item X (M-31) New Qualification for Network Classifications**

Note:

To enhance safety in the event of an underground emergency, and to conform with the safe work practice and Work Methods within Duke Energy, employees holding positions in the classification of Network Electrician Apprentice and Network Specialist will be required to be trained and certified to:

- 1) asbestos Level III Worker and,
- 2) to wear and perform rescue duties utilizing Self Contained Breathing Apparatus (SCBA).

This change will apply to current employees and all future postings for these positions will include this as a required qualification.

Any Employee failing respirator fit testing or any other asbestos or SCBA related physical will not be forced out of his/her position. Any current employee holding the title of Network Specialist or Network Electrician Apprentice who is medically unable to be certified in either SCBA or to asbestos Level III will be required only to perform those duties for which he/she is qualified.

Commented [ABS10]: Changed to be grammatically correct.

To be noted in Exhibit "A" in the MOA for the Network Electrician Apprentice and Network Specialist classifications: Employees will receive an additional one dollar (\$1.00) per hour while performing Level III asbestos work.

**Item X (M-24) New Solar Technician Classification**

Add the following job classifications, job codes and wage rates (before the GWI) to Exhibit "A", Production Department (Fossil Operations), for possible future use at Fossil Hydro Operations Florida Solar Stations covered by the Main MOA:

<b>Job Classification</b>	<b>Job Code</b>	<b>Hourly Rate of Pay</b>
<b>Solar Technician I</b>	TBD	<b>\$21.32</b>
<b>Solar Technician II</b>	TBD	<b>\$25.08</b>
<b>Solar Technician III</b>	TBD	<b>\$33.00</b>

The Solar Technician positions will be Scheduled (S) classifications and shall be scheduled 5-8's or 4-10's, inclusive of meal time, with days off being consecutive. Schedules shall be in accordance with Article VI, Section 2(C), paragraphs (1)(a) and (b).

These classifications will be responsible for the operations and maintenance of the regulated solar facilities managed by Fossil Hydro Operations Florida.

Solar Technician - I (STI) will be considered an entry level classification. STI's would not have the necessary qualifications to work alone.

Solar Technician - II (STII) would be considered a qualified solar technician. STII's would have the necessary qualifications and training to work alone.

Solar Technician - III (STIII) would be considered a qualified solar technician with advanced troubleshooting and controls skills. STIII's would have the necessary qualifications and training to work alone.

**Item X (M-33) New Fuel Equipment Operator (Maintenance Skill) Classification**

Create a new classification in the Production Department seniority group, Fuel Equipment Operator (Maintenance Skill), and require all current Fuel Equipment Operators with twenty- nine (29) or less years of service upon ratification of this agreement, to acquire the Maintenance Skill for that position in accordance with the provisions set out below. Upon achievement of this skill, employees will be reclassified in place and paid an increased wage rate of \$.30/hr. All future vacant Fuel Equipment Operator (FEO) positions will be posted with "Maintenance Skill" required. Should there be no qualified applicants, the Company will either post a subsequent Apprentice Fuel Equipment Operator or Fuel Handler on the next posting notice, and provide the training necessary to attain the Fuel Equipment Operator (Maintenance Skills) classification. Anyone that has previously held the classification of Fuel Equipment Operator, will be considered qualified at the time of selection, but must attain the Maintenance Skill within six (6) months.

**Maintenance Skills**

The Maintenance Skills for the new Fuel Equipment Operator (Maintenance Skill) position will be achieved through classroom training and by demonstrating the ability to perform all of the tasks set out in the attached Task List. The Maintenance Skills listed in the Task List are those that are the most frequently performed in the Electrical, I & C and Mechanical disciplines. Fuel Equipment Operators (Maintenance Skill) will be required to perform maintenance and troubleshooting duties while on shift, consistent with these tasks, however, they shall never be called out or prearranged to perform any of these maintenance tasks on overtime.

**Incumbent FEO Training**

Management will determine a training schedule assigning FEO's to attend classroom training sessions, for a total of up to (eighty) 80 hours for each employee. This classroom training does not have to be performed on consecutive work days. Each FEO will be assigned to maintenance shops at

Crystal River Plants 1, 2, 4 and/or 5 and Coal Yard for a total of up to 120 hours for the purpose of getting the required Maintenance Skill signed off. Assignment to maintenance shops do not have to be scheduled on consecutive work days. FEO's will have up to six (6) months to complete all task sign-offs, starting when initial classroom training is completed. This time shall be extended by management if work schedules and resources have prevented the employee from completing the task sign-offs.

An on-the-job evaluator(s) (OJE), as defined in the apprenticeship program outlined in Exhibit C, will be used to complete the sign-off process in each shop.

Once the FEO has the skill signed off by the OJE, the FEO will receive a confirmation summary evaluation by the applicable maintenance shop supervisor and/or his/her operations supervisor. Once the supervisor signs the FEO, the journeyman will then be considered "maintenance skilled" qualified. His/her job classification will be changed to Fuel Equipment Operator (Maintenance Skill) and he/she will then receive the per hour wage increase negotiated by the parties.

Should the FEO fail to achieve the required task sign-offs, within the time period set forth above, the pay of that FEO will be frozen until they:

- A. attain the Maintenance Skill, or
- B. vacate the position.

#### **Other**

If, during the training period for acquisition of the FEO Maintenance Skill, vacancies occur in the Fuel Equipment Operator position that management determines to fill, such vacancies will be posted as Fuel Equipment Operator (Maintenance Skill), respectively. Qualified bidders will include any employee who otherwise would be qualified to be selected for Fuel Equipment Operator. The selected applicants will then be required to go through the training set out above.

#### **Fuel Equipment Operator Maintenance Skill Training**

Employees incumbent in or selected into the Fuel Handler classification will be provided maintenance training as set out above to enable them to qualify into future Fuel Equipment Operator Maintenance Skill vacancies.

Note: Task List attached.

Commented [ABS11]: Added note to reference attached Task List

**Item X (M-34) New Plant Operator (Maintenance Skill) Classification**

Create new classification in the Production Department seniority group, Plant Operator (Maintenance Skill), and require all current Plant Operators with twenty- nine (29) years of service or less upon ratification of this agreement, to acquire the Maintenance Skill for that position in accordance with the provisions set out below. Upon achievement of this skill, employees will be reclassified in place and paid an increased wage rate of \$.30/hr. All future vacant Plant Operator positions will be posted as Plant Operator (Maintenance Skill). Should any qualified Plant Operator, without Maintenance Skill, bid the position, the Company will provide the maintenance training necessary to attain the Maintenance Skill and the employee will be expected to successfully attain the new classification within six (6) months.

**Maintenance Skills**

The Maintenance Skill for the new Plant Operator (Maintenance Skill) position will be achieved by completing the training noted below and by demonstrating the ability to perform all of the tasks set out in the attached Task List. The Maintenance Skills listed in the Task List are those that are the most frequently performed in the Electrical, I & C and Mechanical disciplines. Plant Operators (Maintenance Skill) will be required to perform maintenance and troubleshooting duties while on shift, consistent with these tasks, however, they shall never be called out or prearranged to perform these maintenance tasks on overtime.

**Incumbent Plant Operator Training**

Management will determine at each FHOFF fossil steam plant a training schedule assigning Plant Operators to attend classroom training sessions, for a total of up to 80 hours for each employee. This classroom training does not have to be performed on consecutive work days. Each Plant Operator

will be assigned to maintenance shops at their respective steam station for a total of up to 120 hours for the purpose of getting the Maintenance Skills signed off. Assignment to maintenance shops does not have to be scheduled on consecutive work days. Plant Operators have up to twelve (12) months to complete all task sign-offs, starting when initial classroom training is completed. This time shall be extended by management if work schedules and resources have prevented the employee from completing the task sign-offs. As tasks are signed off, the Plant Operator can be assigned those duties.

An on-the-job evaluator(s) (OJE), as defined in the apprenticeship program outlined in Exhibit C, will be used to complete the sign-off process in each shop.

Once the Plant Operator has the skill signed off by the OJE, the Plant Operator will receive a confirmation summary evaluation by the applicable maintenance shop supervisor and/or his/her operations supervisor. Once the supervisor signs the Plant Operator off, the Plant Operator will then be considered "maintenance skilled" qualified. His/her job classification will be changed to Plant Operator (Maintenance Skill) and he/she will then receive the per hour wage increase negotiated by the parties.

Should the Plant Operator fail to achieve the required task sign-offs, within the time period set forth above, the pay of that Plant Operator will be frozen until they:

- A. attain the Maintenance Skill, or
- B. vacate the position.

**Other**

If, during the training period for acquisition of the respective Maintenance Skills, vacancies occur in the Plant Operator position that management determines to fill, such vacancies will be posted as Plant Operator (Maintenance Skill). Qualified bidders will include any employee who otherwise would be qualified to be selected for Plant Operator. The selected applicants will then be required to go through the training set out above.

**Plant Operator Apprenticeship Program**

The Operator Apprenticeship Program will be modified to include the training for the Plant Operator Maintenance Skill. Maintenance tasks identified in the attached Task List will be included in the Operator Apprenticeship Program. Graduates from this program will be qualified as Plant Operator (Maintenance Skill). Candidates must pass the POSS Test and MASS Test to enter the program. Journeymen from progressions other than Plant Operator will retain their journeyman rate of pay if they are selected into the Plant Operator Maintenance Skill Apprenticeship Program. Employees currently indentured into the Operator Apprenticeship Program will have the ability to opt out of the program by bidding on any vacant position which they are qualified or agree to complete the program with the additional tasks identified in the Task List.

**Note:** Task List attached.

**Item X (M-35) New Combined Cycle Operator and Combined Cycle Operator Trainee Classifications**

Add the following job classifications, job codes and wage rates (before the GWI) to Exhibit "A", Production Department (Fossil Operations), for possible future use at Fossil Hydro Operations Florida Combined Cycle Stations covered by the Main MOA:

Job Classification	Job Code	Hourly Rate of Pay
Combined Cycle Operator Trainee (SH)*	TBD	\$39.95
Combined Cycle Operator (SH)**	TBD	\$40.69

\* Requires Journeyman Operator

\*\* Requires Journeyman Operator plus "Maintenance Progression" (I&C, Elect., Mech)



During the term of this agreement, the Company agrees to only use these classifications due to vacancies created through attrition at the Bartow Combined Cycle Station. When the Company first determines to post one or more of the above classifications for bid, the parties agree to negotiate the terms by which employees will be qualified and selected for these positions and the progression and training program associated with them.

**Item X (M-25) Revise Exhibit "B" as follows:**

**EXHIBIT "B"**

**CRYSTAL RIVER PLANT UNIT NO. 3**

**1.0 CONDITIONS FOR THE SELECTION OF PERSONNEL FOR CRYSTAL RIVER UNIT NO. 3**

**1.1 NRC PHYSICAL EXAMINATION AND PHYSICAL REQUIREMENTS**

(A) Everyone selected for a position in the Operations Department at ~~requiring an Operator's License in~~ Unit No. 3 must meet the minimum standards for physical conditions as prescribed by the Nuclear Regulatory Commission.

(B) Management and the Union will discuss employees who are unable to routinely perform job requirements and may appoint the affected employee to a Non-Nuclear equivalent position.

**1.2 TECHNICAL QUALIFICATIONS**

All successful applicants for positions at Crystal River Unit No. 3 included in Exhibit 'A' Production Department (Nuclear Operations) must be deemed qualified within the requirements established in Article III, of the Memorandum of Agreement. In addition, an employee will be deemed qualified only when the following have been satisfactorily completed within the time frame established in Article III, Section 4 of the Memorandum of Agreement.

(A) Screening and other applicable testing required by state and federal laws and the Nuclear Regulatory Commission, and

- (B) Meet the requirements of ANSI N-18, I-1971 and subsequent revisions, and
- (C) Written and/or practical examinations needed to demonstrate proficiency of skills, as required by state, federal law and Nuclear Regulatory Commission laws and regulations and,
- (D) The Company and the Union support the need to operate a Nuclear facility within industry guidelines. The Company will meet and discuss with the Union any new guidelines prior to the implementation.

**2.0 WAGE SCHEDULE**

See Exhibit "A."

**[Sections 3.0-6.0 deleted in the 2016 Negotiations]**

**Commented [ABS12]:** Deleted sections 3.0-6.0, rather than leaving in the struck-through language which occupied a few pages. We thought the statement clearly indicates it was eliminated in negotiations. However, we can reinsert it if you feel it should be included. This also applies to sections 13-14 below.

**7.0 CONTAMINATION AND DECONTAMINATION**

A reasonable attempt shall be made to decontaminate personal effects such as shoes, eyeglasses, etc., that become contaminated by radioactive materials. If such personal effects cannot be successfully decontaminated, the employee shall be reimbursed in an amount equal to the actual replacement cost less an amount for a used factor. The used factor shall be mutually agreed upon. In no case will reimbursement for personal effects be made if the employee willfully violates established radiation protection procedures or requirements as posted on Radiation Work Permits.

**8.0 TOOLS AND EQUIPMENT**

All tools and equipment required for work on the primary side of Crystal River Unit No. 3 will be furnished by the Company.

**9.0 OUTSIDE EMPLOYEES**

An outside employee temporarily assigned to work at Crystal River Unit No. 3 who holds a Radiation Worker qualification will be upgraded to a comparable nuclear classification or be upgraded 4% where no comparable nuclear classification exists.

**10.0 NUCLEAR BUILDING SERVICEMAN**

**10.1** In the Building Service Section of Crystal River Unit No. 3, when three (3) or more men are placed on the job for more than one (1) hour and a supervisor is not available, the senior qualified Nuclear Building Serviceman shall be designated as Lead Nuclear Building Serviceman. The crew of a Lead Nuclear Building Serviceman shall consist of not more than seven (7) people including the Lead Nuclear Building Serviceman.

**10.2** Nuclear Laborers and Nuclear Building Servicemen may be assigned to work without regard to seniority in various Maintenance shops and Operations as part of their training. The accumulated assigned period shall not exceed six (6) months.

**11.0 NON-OPERATING EMPLOYEES**

This section applies to all Crystal River Unit No. 3 Non-operating classifications included in Exhibit "A" Production Department (Nuclear Operations).

**11.1** The Company will post shift schedules that provide four (4), five (5), or seven (7) day coverage, to rotate all employees equally. Schedules will be posted by January 31st of each year.

Shift schedules may be rescheduled for:

- A. Hurricanes and Tropical Storms that are expected to impact the Unit, or preparation for such.
- ~~B. System outages that impact or could impact safety.~~

At the conclusion of the exceptions above, the employee will return to his normal shift schedule.

- 11.2** Non-operating employees shall work five (5) 8 hour shifts per work week exclusive of meal time, between the hours of 10:00 p.m. to 8:00 a.m., 6:00 a.m. to 4:00 p.m., 2:00 p.m. to 12:00 midnight, or four (4) ten (10) hour shifts per workweek at managements option Monday through Friday, between the hours of 6:00 a.m. to 6:00 p.m., or 3:00 p.m. to 3:00 a.m., or at Management's option a schedule of alternate weeks of eight (8) or ten (10) hour shifts (i.e., one week on five (5) eight hour shifts, followed by one week on four (4) ten hour shifts) ("Rotating Work Schedule"). If a Rotating Work Schedule is elected by the Company, it will assign approximately equal numbers of employees in each job classification to work each of the two (2) shifts per week. Days off shall be consecutive. All shift durations are exclusive of mealtime. Other than the above, schedule of hours may be set up, if requested, by a two-thirds majority of the affected employees. Such a request shall be in writing, signed by the employees making the request and shall be restricted to one (1) complete change during a contract year. Any such schedules will be at Management's discretion. Shift schedules may be altered for training required to keep qualifications with 24 hour notice without a schedule change.
- 11.3** (A) When the exceptions to the posted schedules listed in 11.1 A and B are entered, non-operating employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time. The regular starting time of the first shift will be between 6 a.m. and 8 a.m., and the second shift will be between 4:30 p.m. and 7:00 p.m., Monday through Friday or one (1) or two (2) twelve (12) hour extended shifts, Monday through Friday. Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. The regular start time of the first shift will be between 6:00 a.m. and 8 a.m. and the second shift will be 6:00 p.m. and 8 p.m. Days off shall be consecutive. Accommodations for rolling on to and off the schedule will be governed by existing overtime and rest time rules. Schedules may be changed by giving them twenty-four (24) hours notice of changes in schedule.
- (B) Employees shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Pre-arranged overtime will be scheduled on off schedule days. Seniority will be respected in the assignment of off schedule days.

**12.0 OPERATING EMPLOYEES**

This section applies to all Crystal River Unit No. 3 Operating classifications included in Exhibit "A" Production Department (Nuclear Operations) (to include Health Physics, Rad Waste, Chemistry, and Operations Classifications).

- 12.1** Operating employees shall work five (5) eight (8) hour shifts per workweek inclusive of meal time between the hours of 10:00 p.m. to 8:00 a.m., 6:00 a.m. to 4:00 p.m., 2:00 p.m. to 12:00 p.m.; or twelve (12) hour shifts; the regular start time for the first shift will be between the hours of 6:00 a.m. and 8:00 a.m., and the second shift between 6:00 p.m. and 8:00 p.m. Days off shall be consecutive. This schedule may include a combination of 8, 10, and 12 hour shifts. Schedules shall be posted by January 31st of each year. Other than the above, schedule of hours may be set up, with Management approval, if requested by a two-thirds majority of the affected employees. Such a request shall be in writing, signed by the employees making the request and shall be restricted to one (1) complete change during a contract year. Other provisions of Article VI, Section 2 (B) will apply.
- 12.2** Management may assign operating employees to a day shift to prepare for planned and forced outages, support projects and procedure development for a period not to exceed nine (9) months. These assignments will be offered by seniority.

**[Sections 13-14 deleted in the 2016 Negotiations]**

**15.0 WORK ASSIGNMENTS**

- 15.1** Plant cleanup days with non-bargaining unit and bargaining unit personnel can be performed four (4) times per year and following item "A" or "D" described in section 11.1.

**16.0 APPLICABILITY**

The provisions of Exhibit “B” apply to employees of Crystal River Unit No. 3, including Stores and Air Conditioning Maintenance Department employees assigned to Crystal River Unit No. 3. Where not specifically covered in Exhibit “B” the existing provision provided elsewhere in the Memorandum of Agreement will take precedent.

**Item X (U48) Revise Exhibit “C” as follows:**

**EXHIBIT “C (Part 1)”**

POWER GENERATION OPERATION FLORIDA FOSSIL HYDRO OPERATIONS FLORIDA (FHOV)  
APPRENTICESHIP PROGRAM

**I. STANDARDS**

- A. Prerequisites/Preprogram Screening.
  - 1. Employment criteria already established by Human Resources (HR) for hiring:
    - a) Apprenticeship screening should be part of the HR hiring.
    - b) All applicants will have to pass the MASS and/or POSS Test. This will eliminate the need for minimum duties & qualifications. Any employee entering the operator progression will be required to pass the POSS test.
    - c) New hires must pass a physical abilities test.
    - d) Employees enrolled in the Apprenticeship Program are not exempt from the Roll Process. Apprentices that are rolled from their classification, at their option, will be placed into the next available Apprentice position in the discipline and at the respective headquarters from which they were rolled without regard to the bidding process. If there is more than one Apprentice rolled out of his/her position, vacancies in the Apprenticeship Program in the discipline of the rolled Apprentices will be filled in the order of the seniority of the Apprentices who were rolled.

- e) Only ~~PG~~FHOF and DTO (Decommissioning Transition Organization) regular bargaining unit employees will be part of the program, except as provided in paragraph f.
  - f) If there is an insufficient number of qualified FHOF or DTO employees to fill the posted vacancies, management will consider other Company employees and outside applicants simultaneously.
2. All participants pass a review by the Apprentice Review Committee
3. Apprentice positions will be posted and filled per the guidelines listed below. ~~Once all qualified applicants have been exhausted within the Company, then selections can be made from outside the Company.~~

Selection Process:

- a) No change
- b) No change
- c) The ASC will select the applicant for the vacant Apprentice position, taking into account the following criteria:
  - o Seniority
  - o Previous Work Experience
  - o Training Records
  - o Test Results
  - o Interviews

The applicants shall be assessed on this criteria using the attached Fossil Apprentice Program Selection Process matrix.

[Remaining parts of Exhibit C, Part 1 to remain unchanged.]

Note: Union to discontinue the following grievances: Ryan (15-01-0093) and Spencer (16-01-0001).

**Item X (U-49) Exhibit "C" – Apprenticeship Training Program for Fuel Equipment Operator**

Management agrees to work with the Union to develop a Fuel Equipment Operator Apprenticeship Program utilizing the Apprentice Review Committee and the Duke Training Group. This program will be developed no later than 12/31/17 unless otherwise agreed to by the parties.

**Item X (M-26) Consolidation of FHOE Traveling Maintenance Crews into the System Maintenance Crew (SMC)**

The Company proposes to consolidate the Turbine and Boiler crews and the Gas Turbine Crew as well as the CTT/CTMO Crew (CT Maintenance Services employees) into the System Maintenance Crew (SMC) and eliminate all references to these consolidated crews in the MOA. The employees on these crews perform similar work and the existence of separate job classifications reduces flexibility and can generate disputes and grievances. The CT Jet Mechanics would maintain their current classification but operate as they do now as Jet Mechanics as part of this consolidated crew. This proposal eliminates the MOU on the System Maintenance Crew overtime scheduling for the Turbine and Boiler crews (p. 170 of the MOA).

All mechanical classifications on the System Maintenance Crew, except the Jet Engine Mechanics, will be prefaced by "Turbine" in Exhibit "A" of the MOA and any employee currently holding a non-"Turbine" classification will be reclassified in the equivalent Turbine job classification. Specifically, the following job classifications:

- Turbine Master Mechanic (SM) (JCC J0518)
- Turbine Master Mechanic (JCC J0524)
- Turbine Certified Welder Mechanic (SM) (JCC J0517)
- Turbine Certified Welder Mechanic (JCC J0523)
- Turbine Mechanic (SM) (JCC J0525)
- Turbine Mechanic (JCC J0522)
- Turbine Mechanic Apprentice (SM) (JCC J0521)



**Revise Article X, Section 4 by eliminating paragraph (C)**

~~(C) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the traveling CTT/CTMO Crew (CT Maintenance Services Employees) for days worked when they are required to show up within fifty (50) miles of their legal residences. In addition, the Company will pay the amount of One hundred twenty-nine (\$129.00) to each of these employees for each day worked at a work location that is outside a fifty (50) mile or more radius from their legal residence. This payment of One hundred twenty-nine (\$129.00) per diem must comply with all applicable IRS regulations and guidelines.~~

**Item X (M-32) Revise the “Bartow Combined Cycle (Bartow4) Maintenance Shop Transition Plan” (Item 22, pp. 44-45 of the 2013 Memorandum of Changes), as follows:**

- A. The employees assigned to the Bartow 4 Maintenance Shop will perform maintenance for Bartow 4 and, as needed, for the Suncoast Combustion Turbine sites (Bartow, Bayboro, and Higgins). ~~In addition, these employees will perform operations duties as assigned for the Suncoast CT's. All Maintenance employees at the Bartow site will receive site-specific training at the Suncoast CT sites.~~
- ~~B. The Bartow 4 Maintenance Shop will initially be established as follows:~~
- ~~1. The Suncoast CT sites CTT positions will be posted for bid at the Bartow Maintenance reporting headquarters. Subsequently those employees' not bidding on or awarded the jobs at the Bartow Maintenance headquarters will receive rolling papers and the Suncoast CT site jobs will be abolished.~~
  - ~~2. The present Bartow 4 Maintenance crew will be returned to the population of the “Operations” headquarters. Four (4) CTT positions will be posted at the Maintenance headquarters. Any balance of the four (4) employees left in Operations will then have their jobs abolished and rolling rights will be issued to those employees.~~

- ~~3. During the initial staffing the Journeyman components of the Maintenance Shop will be at least 1 CTT with a primary skill of I&C Technician, 1 CTT with a primary skill of Mechanic, and 1 CTT with a primary skill of Electrician. At least one of the jobs posted will be classified as a CTMO with a primary skill of electrical. Seven other CTT positions will also be posted, with a primary CTT Journeyman skill to be determined by management. Management maintains the right to determine future staffing levels.~~
- B. All Bartow 4 Maintenance Shop positions will be posted with travel to Bayboro, and Higgins for maintenance and operations of those CT's, as needed.
- C. The operation of the Suncoast CT's, including preparing for start-up, will be the responsibility of the Operations employees at Bartow CC, unless management in its discretion otherwise assigns such work to Bartow Maintenance Shop employees. All Operations employees at the Bartow site will receive site-specific training at the Suncoast CT sites as needed. In addition, Operations employees already assigned to the operation of the Suncoast CT's may perform non-routine maintenance activities for which they are qualified while they are on site to perform operations activities.
- D. The roll process in Section B.1 and B.2 above will begin within 30 days of the ratification of the Memorandum of Agreement. Overtime for operations work at the Bayboro, Higgins, and Bartow CT sites will be offered by the Bartow Operations overtime list first.
- E. Overtime for maintenance work at the Bayboro, Higgins, and Bartow CT sites will be offered by the Bartow Maintenance Shop overtime list first.
- F. A pre-determined rotation will be established by seniority so each CTT can maintain their operational knowledge. The rotation schedule will be utilized when no known overtime component is expected.
- G. All work assignments at the CT sites will be established by management and coincide with the pre-determined rotation schedule.

H. All CTT work assignments to the CT sites will begin at the Bartow 4 Maintenance shop. Employees, at their option, may request to utilize their personal vehicle to travel from Bartow to Bayboro or Higgins if it is more convenient for them. In these cases, if approved by management, the Company will pay mileage to Bayboro or Higgins per the Company mileage reimbursement rate.

**Item X (U-50) Revise Exhibit “D”, Attachment “A” as follows:**

**Attachment “A”**

**Job qualifications for: Assistant System Protection & Control Technician**

<p><b>PREQUALIFICATION TEST</b></p> <ul style="list-style-type: none"> <li>• Ability to demonstrate a strong aptitude for technical work by passing the applicable EEI Technician test.</li> <li>• Switching &amp; Tagging Certification (within 180 days).</li> </ul>
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<p><b>EDUCATION/EXPERIENCE</b></p> <p><del>Effective for jobs posted on or before December 31, 2013:</del></p> <ul style="list-style-type: none"> <li><del>• Must possess a minimum two (2) year degree or equivalent (2 year diploma or certificate program from a vocational school or community college) in Electronics, Electrical Technology or similar electrical field of study, or</del></li> <li><del>• aAn honorable discharge from the military where the candidate held a job in electronics or other related field, or</del></li> <li><del>• five (5) years experience in a Journeyman classification with the Company, or must be a seventh step (7<sup>th</sup> step) or above Substation Electrician Apprentice in accordance with Article VII, Section 2(B)(7), or</del></li> <li><del>• aA Journeyman Electrician in the Substation Construction and Substation Maintenance seniority group.</del></li> </ul> <p><del>Effective for jobs posted after January 1, 2014:</del></p> <p><del>Must possess a minimum two (2) year degree or equivalent (2 year diploma or certificate program from a vocational school or community college) in Electronics, Electrical Technology or similar electrical field of study. Military certifications as mutually agreed to by the Company and Union will be accepted in lieu of the two year degree in electrical technology. Further, at the discretion of the Company, a four year degree from an accredited university is acceptable in lieu of the two year degree.</del></p> <p><del>Employees transferring to the Assistant System Protection and Control Technician positions</del></p>
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who currently hold a higher wage rate will continue to hold that higher wage rate, with any appropriate adjustments for the General Wage Increase, until they:

- successfully complete the Assistant SPAC training program, or
- are eligible for a higher step wage in the Assistant classification based on completion of the appropriate SPAC Level Training, or
- the employee leaves the Assistant SPAC Technician classification.

PHYSICAL

- Ability to carry required test equipment and tools.
- Ability to climb and work from tall ladders.
- Ability to work from a bucket truck, when required.
- Ability to perform switching.
- Ability to work in confined spaces.
- Ability to travel when required.

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**Item X (M-28) Revise Exhibit “E”, Section 5.0 as follows:**

**Exhibit “E”  
Energy Control Center (ECC)**

5.0 SCHEDULES OF WORK

5.1 [No Change]

5.1.1 For the purpose of simulator training only, ~~for the Generation Desk~~, Associate Dispatchers may be scheduled to work between the hours of 6 a.m. and 11 p.m., Monday through Friday. Associate Dispatchers assigned to simulator training will not be used to fill vacant Dispatcher shifts. The senior Associate Dispatcher will have the choice of the early or late shift on Simulator extended day training shifts.

[No other changes]

Item X (M-36) Revise Exhibit "G" as follows:

**Exhibit "G"**  
**System Maintenance Crew**

**Home Plant**

Below is the list of generating stations that will be considered Home Plants, or headquarters, for employees on the System Maintenance Crew ("SMC"):

- Anclote/Bartow
- Intercession City/Debary
- Hines/Tiger Bay
- Crystal River/Citrus Combined Cycle

The Home Plants of each SMC employee, including the Jet Crew, will be determined by which Home Plant is closest to the employee's residence.

**Per-Diem**

Based upon the closure of the Suwannee Steam Station and its remote geographic location, SMC employees currently headquartered at Suwannee who are required to select the next closest Home Plant may incur significant extra travel cost. For such impacted employees only, and notwithstanding the language in Article X, Section 4(B), for the duration of this new MOA only, their Home Plant per-diem shall be fifty dollars (\$50.00), as long as the distance traveled from their residence to their new Home Plant is in excess of fifty (50) miles.

~~ITEM 41 OF THE 1991 NEGOTIATIONS and  
ITEM 171 OF THE 2005 NEGOTIATIONS~~

~~Item 41 – Headquarters – Traveling Crews (formerly Item 41 of the 1991 MOC)~~

~~Article VII, Section 6 becomes Article VII, Section 6 (A) and revise paragraph as follows:~~

~~Section 6 (A) – Headquarters – Traveling Crews~~

~~For traveling crews, regular headquarters will be established which are not to be changed at intervals of less than six (6) months, and then only after thirty (30) days' notice. This paragraph does not apply to the Production Department.~~

Add new article:

Article VII, Section 6 (B)

SMC Reporting Headquarters

All SMC supervised work will constitute a single separate headquarters at the work location. All plant supervised work will belong to the plant headquarters at the work location.

~~While not to be included in the contract, the following procedures were agreed upon:~~

Repair & Project Work – Exclusive of nuclear unit outages, all repair or project work assigned to the SMC with a planned duration greater than five (5) days will be staffed as follows:

1. Regular SMC craftsmen will first be assigned to provide the work group core. The senior qualified SMC craftsman will be upgraded to a master or chief.

2. Regular plant craftsmen who are available will be offered the opportunity to become part of the work group. If fossil plant work is scheduled to occur on backshifts not covered by Article VI, Section 2 (C) ~~(8)~~ (9), only plant (SM) personnel will be considered. At plants where (SM) classifications do not exist, regular (NS) plant craftsmen who are available, may volunteer to work on backshifts not covered by Article VI, Section 2 (C) ~~(8)~~ (9), at the straight time rate of pay.
3. The remaining staffing requirements will be fulfilled by SMC temporary craftsmen.
4. After the work group is initially established, additional craftsman needs will be provided solely from the SMC.
5. Once initially established, the work group will be considered as a separate headquarters. Staffing will not be changed to accommodate upgrades or overtime distribution thereafter.

If plant repair or project work assigned to the SMC is planned to require five (5) days or less, staffing will be solely from the SMC.

Work assigned to the SMC during nuclear plant outages will, in all cases, be staffed solely from the SMC.

Supplemental Labor – When SMC personnel are assigned to a work location to function as supplemental labor under the direction of the work location, contract rules will apply as for the single reporting headquarters. When assigned to the nuclear plant, SMC personnel will be classified as (SH) and scheduled accordingly.

**Commented [ABS13]:** See note on M-66. This reference will not be changed if we add the new paragraph for M-66 at end of section. If decide to renumber, then will change this one also.

*ITEM 171 OF THE 2005 NEGOTIATIONS*

Item 41 — Project Work

~~If an Item 41 project needs to work an extended schedule, i.e. 7-12's, it will be accomplished by offering it to regular employees on other Item 41 projects, and then to employees at that headquarters, per the overtime list. If the extended schedule is no longer needed, then the regular employees shall return to their respective Item 41 project or headquarters.~~

Turbine Crew Assignment (previously page 169 of the 2013-2016 MOA, part of Exhibit "D")

TURBINE CREW

- ~~• Qualifications are the same as present Mechanic, Certified Welder Mechanic, and Master Mechanic qualifications.~~
- ~~• The Turbine Crew will be non-headquartered in the same fashion as the SMC traveling crew. Jobs will be posted under RA 717.~~

WORK ASSIGNMENTS

1. Group will serve as Turbine Crew for all system turbine outage work and will not be integrated into the plant shops when assigned to turbine work during an outage.
2. During turbine outage assignments, the Turbine Crew will not be placed on the plant/SMC integrated overtime roster, and will not be



subject to boiler or balance of plant call-outs.

3. Turbine outage scheduled or non-scheduled overtime work will first be assigned to the Turbine Crew, and any plant employees assigned to the Turbine Crew regardless of their position on the plant/SMC overtime roster. When employees are temporarily assigned to the Turbine Crew, their overtime hours will be meshed in with the Turbine Crew overtime list.
4. Temporary step-ups to turbine Master Mechanic for turbine related work will be made from the Turbine Crew, excluding supplementary employees.
5. ~~During Turbine outages or if sufficient turbine work is available during non-turbine outages, Turbine Crew personnel will not be assigned to boiler or balance of plant work.~~
6. ~~Turbine crew personnel will be eligible for step up to Master Mechanic for boiler or balance of plant work, when there is no turbine work being performed. Boiler personnel will be eligible for step up to Turbine Master Mechanic when there is no boiler work being performed.~~
7. Turbine crew will be supplemented on an as-needed basis with other SMC, plant and temporary personnel.
8. ~~During periods when no turbine work is in progress, the Turbine Crew personnel will~~ may be assigned to any ~~other~~ work activity handled by the SMC.
9. The turbine maintenance tool room(s) when manned will be

manned with regular FPC employees.

- ~~10. Turbine Master Mechanic will be paid at the same wage rate as Master Mechanic, Turbine Certified Welder Mechanic will be paid at the same wage rate as Certified Welder Mechanic and Turbine Mechanic will be paid at the same wage rate as Mechanic, as set out in Exhibit A.~~

#### FUTURE VACANCIES

- Future vacancies on the Turbine Crew will be filled by the posting and bidding procedure. All future mechanical vacancies will be posted as Turbine Crew positions.
- Should any reduction in forces occur, Master Mechanic, Certified Welder Mechanic, and Mechanics in the production department will have rolling rights to the Turbine Crew.

#### Working out of State as a Duke Energy Supplemental Crew ("Off System Work")

- The project initial work scope, schedule and duration of Off System Work should be made available. However, based on unforeseen scope changes and issues, the scheduled hours may change.
- The assignment will be offered by the Overtime List to the SMC with respect to classification.
- No "Red Time" will be applied to employees who decline the Off System Work assignment.
- All hours of overtime worked while on this assignment will be incorporated into the Overtime List at the conclusion of the assignment.

5. The employees accepting this assignment will supply their own vehicle and be paid mileage, at the applicable IRS rates, for the trip to the assignment and for the return trip at the end of this assignment. For vehicle travel, one (1) hour travel time per fifty (50) miles traveled, eight (8) hours maximum per day), will be allowed.
6. All employees will be obligated to make their own living arrangements.
7. All employees will receive their per diem for every day they are out of state, regardless of work schedule.
8. Personal tool boxes will be transported by the Company.
9. The Company will pay mileage for the travel to and from the assignment by an employee's spouse or significant other, one time during this assignment. The time will be mutually agreeable between the employee and the Project Supervisor.
10. All other contract provisions in the MOA shall apply.

**Revise Article X, Section 4(B) as follows:**

(B) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the System Maintenance Crew (SMC) when working at their home plant. In addition, the Company will pay One hundred ~~twenty-nine (\$129.00)~~ forty-two dollars (\$142.00) to each of these employees for each day worked at a work location other than their home plant. This payment of One hundred ~~twenty-nine (\$129.00)~~ forty-two dollars (\$142.00) per diem must comply with all applicable IRS regulations and guidelines. For the System Maintenance Crew, their home plant (Anclote, ~~Bartow,~~ Intercession City/Debary, Hines/Tiger Bay, Crystal River/Citrus Combined Cycle or Suwannee) will be the one closest to their legal residence.

Commented [ABS14]: Left out the word "dollars"

Note: This proposal replaces Exhibit "G", and replaces page 169 of Exhibit "D". Also Section 4(C) of Article X is deleted per M-26.

**Item X (M-29) Revise Exhibit "I" Distribution Control Center (DCC) as follows:**

**Exhibit "I"**

**Distribution Control Center (DCC)**

**1.0 ASSOCIATE DISTRIBUTION DISPATCHER**

**1.1 SELECTION**

1.1.1 Before being awarded the position of Associate Distribution Dispatcher, the applicant must successfully complete the System Operator Power Dispatch (SOPD) test, ~~a written or oral psychological evaluation conducted by a third party evaluator~~, and a demonstration of basic computer skills.

The above requirements will not apply to current employees who hold or have previously held a Distribution Dispatcher or Distribution Dispatcher(Relief) position on the date of the ratification of the 2008-2011 MOA.

1.1.2 Vacancies that management determines to fill in either the Associate Distribution Dispatcher or Distribution Dispatcher classifications will initially be posted as Distribution Dispatcher positions. To be qualified for a Distribution Dispatcher position, an employee must have previously held a Distribution Dispatcher position or have been a qualified Distribution Dispatcher (Relief).

**1.2 PROGRESSION**

1.2.1 Associate Distribution Dispatchers are required to progress to the Distribution Dispatcher position. Associate Distribution Dispatchers will be reclassified in place to Distribution Dispatcher upon successful completion of Distribution Dispatcher qualifications.

1.2.2 Associate Distribution Dispatchers may be assigned to perform Service Dispatcher duties once they are deemed competent in the software applications necessary to perform these functions.

## 2.0 SENIORITY AND BIDDING

2.1 Departmental Seniority for bidding into the Distribution Dispatcher or Associate Distribution Dispatcher classifications will include seniority in the Line Department, the Substation Construction and Substation Maintenance Departments, and the System Protection and Control Department, or any combination thereof. Employees bidding into the Distribution Dispatcher or Associate Distribution Dispatcher classifications from these seniority departments shall ~~have held or must currently hold Journeyman classifications or above~~ either be at the fifth (5<sup>th</sup>) step or higher in the Distribution Lineman Apprentice program, or be at the eighth (8<sup>th</sup>) step or higher in the Electrician Apprentice programs in the Line, Substation Construction or Substation Maintenance Departments. In the event of a roll, employees in the Distribution Control Center classifications may exercise seniority in previously held seniority groups.

[Section 3.0 to remain the same]

### **Revise Article V, Section 2(D) as follows:**

(D) For Shift (SH) employees working ~~twelve (12) or eight (8) hour~~ rotating shifts, additional off-scheduled days before or after their scheduled work days in that week may be designated as vacation days if required to reach a total of seven (7) days of vacation. If employees are scheduled off on the weekend prior to their vacation week, the employee may elect to be removed from the call-out schedule for that weekend, allowing them to have nine (9) days of protected leave. During that weekend, the employee will only be called out from his/her vacation during an emergent event/condition. For shift employees whose work schedule may span over two (2) work weeks (i.e. Friday, Saturday, Sunday, Monday work schedule), management will grant the week of vacation that covers the Friday, Saturday and Sunday work days and the employee will have the option to work Monday or take a single day of vacation on Monday.

### Notes:

The wage rates for the Distribution Dispatcher and Associate Distribution Dispatcher classifications be increased by one dollar (\$1.00) per hour, prior to the general wage increase.

Effective the first pay period after February 1, 2017, the DCC craft employees will work the attached work schedule. The Company commits to maintaining this schedule for the duration of the term of this new MOA.

Commented [ABS15]: Proposal stated April 1, 2017, but verbally agreed to February 1, 2017 after clarifying with DCC mgmt.

Upon ratification of this new MOA all vacant DCC Dispatcher positions will be posted.

**Item X (U-52) Create new Exhibit “J” in the MOA in which to place the following document:**

**DISTRIBUTION AREA TRAINING TRAVEL CREWS**

The purpose of the Distribution Area Training Travel Crews (DATTC) is to provide an opportunity for MLARC qualified Lineman Apprentices, who are progressing, to safely develop into QLARC ready Apprentices, by providing opportunities to gain proficiencies in performing the tasks and developing skills that Apprentices are lacking exposure to in their current job assignments, which includes but is not limited to: Use of tools & equipment, procedures, job planning, and leadership. Proficiency will be developed through consistent exposure to specific work tasks identified to gain the skills and abilities in the progression to Journeyman Lineman. Unless specifically addressed below, all terms and conditions of the Memorandum of Agreement (MOA) remain in force and effect.

**Section - 1 Distribution Area Training Travel Crew Staffing**

- A. Management maintains the right to post and abolish positions in accordance with the Article III Section 7. The number of Distribution Area Training Travel Crew positions within a zone will not exceed twenty percent (20%) of the total number of Line Department (Distribution) positions within a zone.
  
- B. Management will determine the headquarters to establish the Distribution Area Training Travel Crews.

- C. Distribution Area Training Travel Crew positions will be posted only for Lineman Non Shift (NS). Each Distribution Area Training Travel Crew will consist of a minimum of two (2) Linemen, and four (4) Linemen Apprentices. In all cases, a 2:1 ratio of Apprentices to Linemen will be maintained for the initial make-up of the crew.
  - a. Any Supervisor or Supervisor's designee, hereinafter referred to as (C&M), assigned to a Distribution Area Training Travel Crew will have previously held the Journeyman Lineman classification; however, any C&M who previously held the Journeyman Electrician or Network Specialist classification may be assigned to the project that involves URD work only.
- D. Linemen selected to positions on the Distribution Area Training Travel Crew will receive a \$2.50 per hour premium for all hours worked.
- E. Absences of a Lineman may be filled by management on a temporary basis by offering the opportunity to Journeymen Linemen from a nearby Operations Center by seniority. This Lineman shall receive the \$2.50 per hour premium for all hours worked.
  - a. Once the Operations Center is identified by management, the position must be offered to all Linemen at that Operations center before another Operations center is selected.
  - b. NTLC Linemen are not eligible for this temporary assignment.
- F. If a Lineman vacancy occurs as a result of a Lineman bidding to another position or termination of employment, management shall post the vacancy in accordance with Article III. Until the vacancy is filled management may fill the vacancy on a temporary basis, using seniority, by assigning a Lineman from a nearby Operations Center. This Lineman shall receive the \$2.50 per hour premium for all hours worked.
- G. At Management's discretion, employees in the Groundman or Equipment Operator classifications may be assigned to provide additional assistance to a Training Crew, inside a 50-mile driving distance of their regular headquarters, in the completion of the project outside the staffing requirements indicated above. No upgrade to Apprentice is required for Groundmen, during this

assignment unless specifically approved by the C&M. These assigned employees' start and stop time shall be from their reporting headquarters.

- H. Apprentice positions are not posted. Apprentices will be assigned to Distribution Area Training Travel Crews for training and development for a period of time not to exceed twelve (12) weeks. By mutual agreement between the Company and the employee, the Lineman Apprentice may remain on the project until completion, or up to two (2) weeks, whichever is shorter.
- I. M-LARC qualified Linemen Apprentices who are assigned to a Distribution Area Training Travel Crew will be selected by C&M leadership based upon the following order:
  - a. Apprentices scheduled to attend QLARC or previously have been unsuccessful at QLARC.
  - b. Apprentice(s) in need of the training in the type of work scheduled to be performed by the Training Crew.
  - c. In the consideration for (a) and (b) above for assignment to a Distribution Area Training Travel Crew, seniority will be used to eliminate any ties that may exist for this assignment.
  - d. If all available MLARC qualified Lineman Apprentices have been exhausted, then non-MLARC qualified Lineman Apprentices can be used.
  - e. No apprentice shall be required to serve on these crews for more than two (2) times in a twelve (12) month period.
- J. Any work assigned to Apprentices shall be in accordance with Article VII, Section 2(C)(4)(5) and (6), and Article VII, Section 8(K)(1)(2)(3)(4) and (5).
- K. Any C&M assigned to the Distribution Area Training Travel Crew may perform duties on the Crew in accordance with Article II, Section 9 (A).
- L. Distribution Area Training Travel Crew work assignments are determined by management.

### **Section -2 Callouts**



- A. Linemen assigned to Distribution Area Training Travel Crews shall be subject to call out and call out expectations in accordance with Article VI, Section 5.
  
- B. Apprentices assigned to a Distribution Area Training Travel Crew where the assignment is inside a 50-mile driving distance of the employee's permanent residence:
  - 1. Will not be subject to call-outs from the employee's regular headquarters during any day the employee is scheduled for regular hours or prearranged overtime, except for a call-out for an "all hands" event in the employee's home operations center and one adjacent operating center or for any opportunity to accept an offered out of town storm restoration assignment.
  - 2. Apprentices working on the Distribution Area Training Travel Crew will be subject to call-outs at their respective regular headquarters for all scheduled off days when not working on prearranged overtime for the Crew. Each Apprentice will be placed on the bottom of the callout list in ARCOS at each employee's respective headquarters during this period. Employees shall be eligible to utilize the volunteer callout list for all days required to be available for callouts.
  - 3. This requirement will begin at 6:00am on the first scheduled day off for the Crew and will end at 6:00pm on the day before the next regular scheduled work day for the Crew for the duration of the project.
  
- C. Apprentices assigned to a Distribution Area Training Travel Crew where the assignment is outside a 50-mile driving distance of the employee's permanent residence:
  - 1. Will be taken off of the employee's respective regular headquarters call-out list for the duration of the assignment to this Crew.

2. May opt back onto their respective regular headquarters call-out list for the weekend upon making themselves available through the ARCOS call out system prior to 6:00am on the first scheduled day off and they will make themselves unavailable on ARCOS at 6:00pm on the day before the next scheduled work day for the Crew.
  3. Each Apprentice who volunteers will be placed on the bottom of the callout list in ARCOS at each employee's respective headquarters during this period.
  4. Apprentices shall be eligible to utilize the volunteer callout list for all days the Apprentice is available for callouts.
- D. Employees on Distribution Area Training Travel Crews ~~shall~~ should not work overtime that places them on rest time for the Distribution Area Training Travel Crew's next day assignment without approval of the C&M assigned to this Crew, unless called out for overtime for an "all hands" event or a callout for any opportunity to accept an offered out of town storm restoration assignment.
- E. At the conclusion of the Distribution Area Training Travel Crew assignment Apprentices will be returned to their respective regular headquarters call-out lists in accordance with either 1 or 2 below, whichever places the employee lower on the list:
1. Determine the Distribution Area Training Travel Crew employee's previous place on call-out list when assigned to the Distribution Area Training Travel Crew. Determine current employee who is now in that place on the regular headquarters call-out list and place the Distribution Area Training Travel Crew employee on the call-out list in that place, minus 0.1 (1/10th) overtime hours.
  2. The employee will be placed on to the list using actual hours worked.
- F. At the end of the Distribution Area Training Travel Crew's assigned project, each Apprentice will be provided with written and verbal feedback from the Linemen and C&M of the crew as to the

Apprentice's strengths and identified areas of improvement as observed during the work on the project.

### **Section – 3 Schedules, Travel and Per Diem**

- A. The crews will work either five (5) eight (8) hour or four (4) ten (10) hour days. When a crew is working outside of the fifty (50) mile driving distance of the headquarters, they will work four (4) ten (10) hour days.
1. Linemen who are called out on off-scheduled days will receive meals per the Memorandum of Agreement if working within a fifty (50) mile driving distance of the headquarters and shall not receive per diem. Employees working callout or prearranged overtime outside a fifty (50) mile driving distance of the headquarters shall receive per diem in accordance with Article X, Section 4(A) and are not subject to the overtime meals provisions of Article VII. Note: Per Diem covers three meals per day. On those days when the employees are on Per Diem, they will be entitled to additional meals if work continues five and one-half (5 ½) hours beyond their regular scheduled quitting time on a ten (10) hour day, or six and one-half (6 ½) hours after working an eight (8) hour day. Employees will be paid for time to eat meals on overtime in accordance with Article VII, Section 7 of the MOA.
- B. When working outside the fifty (50) mile driving distance of the regular headquarters, the Temporary headquarters (show-up) will be established at a location where meals and lodging, suitable to the Company, are available within a ten (10) minute drive. If temporary headquarters (show-up) meeting this criteria are not obtained, travel time will be allowed for all employees from temporary headquarters (show-up) to lodging. If the employee wishes to commute to and from a more distant point, that employee will only receive travel time as outlined above.
- C. Sufficient time shall be allowed for orderly moving of the Distribution Area Distribution Area Training Travel Crews where temporary headquarters (show-up) are changed from one location to another. Off-scheduled hours required for moving will be paid at overtime rates.

- D. Employees not required for moving of Company equipment may move their personal vehicles and/or trailers at the same time the crew moves. Subject to the approval of the Supervisor, employees who normally operate company equipment may arrange for other employees to drive such equipment in order that they may move their personal vehicles and/or trailers.
- E. When working outside the fifty (50) mile driving distance of the regular headquarter, and when a Distribution Area Training Travel Crew has moved its temporary headquarters (show up) during the time an employee is on vacation, the employee will be allowed travel time from the employee's permanent residence to the new temporary headquarters (show-up) on the employee's return from vacation, provided, that this shall apply to only one vacation period each year.
- F. Each geographic location where a Distribution Area Training Travel Crew is established will constitute a single separate headquarters at the work location.
- G. Apprentices will be reimbursed for time and mileage each day to and from the show-up that is greater than the Apprentices' normal commute time and distance from their regular headquarters. If the show-up is greater than fifty (50) miles, the apprentice will generally be provided lodging and meals for the duration of the assignment. With management approval, Apprentices traveling greater than fifty (50) miles may elect to commute each day. Apprentices provided lodging will be reimbursed for mileage, in excess of their normal commute to their regular headquarters, on the first travel day to the show-up and the last day home from the show-up.
- H. Overtime worked by Apprentices will be subject to the meals provisions of Article VII. Apprentices working outside fifty (50) miles from their headquarters and who are provided lodging and meals as part of their assignment will be entitled to additional meals if work continues six and one-half (6 1/2) hours beyond their regular scheduled quitting time on an eight (8) hour day and five and one-half (5 1/2) hours beyond their regular scheduled quitting time on a ten (10) hour day. Employees will be paid for time to eat meals on overtime in accordance with Article VII, Section 7 of the MOA.

Note:

To staff these crews, the Company will add four (4) net new Lineman positions and eight (8) net new Lineman Apprentice positions.

**Item X (U-57) Create new Exhibit "K" in the MOA in which to place the following document:**

**Work Control Operator**

The parties agree to continue a Work Control Center (WCC) function and provide assignment options for scheduling the Work Control Operator at the following generating stations in Fossil Hydro Operations Florida: Anclote, Bartow, Crystal River 1 and 2, Crystal River 4 and 5, Crystal River Coal Yard and Clean Air. Unless specifically addressed below, all other terms and conditions of the Memorandum of Agreement (MOA) shall remain in force and effect.

1. For purposes of establishing the work control assignment for each location, the Company will utilize a qualified Operator, Chief Operator, Fuel Equipment Operator, Chief Fuel Equipment Operator, Scrubber Operator, or Combustion Turbine Technician (with a Journeyman skill in Operations and a progression level in Electrical), as the case may be (collectively referred to as "Operator" through rest of section).
2. Each assignment, which will work as a WCC function, shall be referred to as "Work Control Operator" (WCO). Nothing will prohibit Management from ending one or more of the WCO assignments for any reason and returning the WCO back to his/her rotating shift.
3. The duties and tasks of the WCO will be as set out in the attached Work Control Operator Duty List.
4. At the Company's option, an Operator may be offered an assignment to the day shift to perform the WCO assignments. This assignment will be offered by seniority at least two (2) weeks prior to the beginning of the WCO assignment.

5. The WCO at each location will be paid at Chief equivalent pay in their respective line of progression for all hours, including holiday, vacation and sick leave. For purposes of the WCO assignment, the Scrubber Operator will be paid at Chief Plant Operator pay rate for all hours when assigned to the WCO. At Bartow, the employee assigned to the WCO will be paid at CTT4 pay for all hours when assigned to the WCO. Collectively, the above upgrades will be referred to as the WCO Upgrade.
6. This position will remain as a Shift (SH) classification.
7. Hours of Labor and Overtime will be followed in accordance with Article VI, Section 2 (Schedules of Work) except that the WCO will be scheduled on an eight (8), ten (10), or twelve (12) hour schedule (for outages only) that is separate and apart from the Operations rotating work schedule as follows:
  - a. One (1) or two (2) eight (8) hour shifts Monday through Friday. Start and stop times will be between the hours of 5:30 am and 10:00 pm.
  - b. One (1) or two (2) ten (10) hour shifts Monday through Friday. Start and stop times will be between the hours of 5:30 am and 10:00 pm.
  - c. A combination of one (1) week on 8's and one (1) week on 10's may be worked using the above start and stop times.
  - d. Two non-rotating twelve (12) hour shifts for outages only. Management may assign a second WCO, offered by seniority, to the opposite shift for outage prep and/or support. In this situation, the original WCO at that location will have the shift preference.
  - e. The WCO will be offered a work schedule that includes eight (8) hours of pre-arranged overtime, to be worked in each 80 hour pay period, at a mutually agreeable timeframe within the pay period.

- f. If the offered eight (8) hours of prearranged overtime is scheduled so that it extends an eight (8) hour day, meals will not be earned for this specific prearranged overtime.
8. At Management's option, the WCO assignment may be used in conjunction with, or in lieu of, Article VI, Section 2(B)(1) to prepare for planned and forced outages, support projects, procedure development, and Exhibit H In-Plant Repair and Project Work.
9. Employees assigned to perform WCO job duties may be reassigned to the day operating shift to maintain job specific qualifications and/or proficiency. However:
- a. The WCO will not be reassigned from the WCC to fill vacant shifts for the duration of the MOU, unless the WCO assignment is ended as set out in paragraph 2 above, or a vacancy exists on the day shift (only) after calling all employees available for call-out. If no employees respond to the call-out, Management will reassign the WCO, if business conditions permit, before resorting to compelling a junior employee.
  - b. In the event the work load is not sufficient for the WCO on any given day, as determined by the supervisor, the WCO may be assigned other duties consistent with the employee's classification for the duration of the scheduled work of the WCO.
  - c. During any abnormal operation of the plant (i.e., start- up/shutdown, trip and/or any other emergency operation/response), the WCO may be requested to support the operating shift until the event has concluded.
10. At Management's option, when the WCO is not available for any reason to perform his/her WCO duties (i.e., vacation, sick leave, training, etc.), Management may elect to assign an available Operator to perform the duties of the WCO for the duration of the absence, utilizing an Operator working on the day shift. Any Operator so assigned will be paid at Chief pay

but only for the hours worked as a WCO. At Bartow, any CTT so assigned will be paid at CTT4 pay but only for the hours worked as a WCO.

11. Whenever a WCO is unavailable to perform the duties for a whole shift, and when for that shift the Company wants to have only the LOTO duties performed that would have been otherwise performed by the WCO, the Company will solicit volunteers from that shift to perform the LOTO duties of the WCO. The senior volunteer will then be assigned to the WCC solely for the performance of LOTO duties and will receive a seventy-five cent (\$.75) per hour premium ("WCO/LOTO Premium Pay") for hours worked in that capacity. Those LOTO duties will be performed by the upgraded employee in the Work Control Center. If the Company is interested in having multiple WCO assignment duties performed, not just the LOTO duties, the Company will assign an available employee by seniority. In such case, the employee will be paid WCO Upgrade.
12. The above paragraph is not meant to suggest that LOTO duties are not an Operator function. It is understood that an employee performing a LOTO duty that is not part of an assignment to the WCC will not receive any upgrade. In all situations, only one person per shift will receive the WCO Upgrade. If other employees are assigned to the WCC for outages or project support, they will receive a seventy-five cent (\$.75) per hour premium but only for the hours worked in the WCC.
13. Shift differential will be paid in accordance with Article X, Section 3, except when returned to the rotating shift to maintain qualifications or proficiency.
14. Meal times will be paid during the WCO assignment.
15. The WCO assignment shall have its own overtime list per the MOA. In the event that Management determines the need to call out for an overtime assignment on the Operator rotating shift, the WCO may be called once the overtime list has been exhausted; however, there is no requirement to call out the WCO for this overtime.



16. The WCO assignment shall have its own master vacation schedule. In general, vacations should not be planned during planned outage periods unless mutually agreeable.

17. Nothing will prohibit qualified Operators from performing the associated tasks as assigned on the employees' shifts, including but not limited to "hands on" LOTO duties such as isolation, restoration, and boundary changes, and providing any necessary assistance to the WCO.

Note:

Upon ratification of the 2016 Memorandum of Agreement, the WCO will be reoffered by seniority at each location. It is understood that this will be done on a one-time basis as a result of this agreement only.

**Item X (M-37) Create new Exhibit "L" in the MOA in which to place the following document:**

**Transmission Construction Travel Policy**

**Initial assignment and Job to Job**

1. Upon initial assignment to a Substation Construction Travel or Transmission Line Construction Travel Crew, the employee will be paid a one way trip from his or her legal residence on the first trip. Furthermore, the employee will be paid the time required to drive. The supervisor will determine the employee's start time on that day.
2. Employees on the Substation Construction Travel Crews and the Transmission Line Construction Travel Crews will receive reimbursement for the actual roundtrip miles driven, up to a maximum of 400 miles total, and the paid time to drive, each time that the show-up is changed.
  - a. By way of example, if on Week 1 the employees begin a 4 week assignment at a fixed show-up, employees will be reimbursed for the actual miles driven to the show-up location on Day 1, and paid the time to drive. They will also be reimbursed for the actual

miles driven home on the last day of the assignment in Week 4, up to a maximum of 400 miles total for the round trip, and paid the time to drive. The employees will also be reimbursed the actual miles driven between show-ups, and the time to drive, should the show-up location be changed in the middle of the work week. However, for a move in the middle of the week, an employee will not be paid for more hours, or miles, than are actually driven. Finally, in cases of carpooling, only one employee will be eligible for mileage reimbursement, however, all will be paid time to drive / ride.

3. Travel for training and required Company meetings is not considered a show-up change.
  - a. However, mileage and time to drive will be paid under these circumstances for the additional miles incurred (this will be the difference between the employee's normal commute to his/her show up and the additional miles driven to the meeting or training if incurred on the first and / or last work day of the week only.)
  - b. If an employee leaves from the show up to attend off site training or attend an offsite meeting and will be returning prior to the end of the work week, all miles and time to drive from the show up to the meeting or training location and back to the show up will be reimbursed per Company IRS rates. Note, time of day to drive back to the show up will be determined by the supervisor (we will avoid paying someone to drive on OT).
  - c. Per Diem rates will always be based on the employee's distance from legal address to the show up or meeting / training site at the end of the day, whichever is applicable (given the employee incurs overnight expenses).

Where possible, supervisors should provide transportation for the employee for offsite training or meetings, where the departure is from the show up and the final destination is back at the show up. This policy only covers actual mileage expense incurred by employee. If 2 or more carpool, only the POV owner will be reimbursed.

#### **Call out**

1. If the employee is called out after hours on a regularly scheduled work day, the employees time will be paid from the time of the call until he/she returns back to the original location (depending on lodging arrangement). Further, the employee will be paid mileage to and from the call out location. Meals will be provided per the meals provision in the MOA. A call out will not be considered a change of show-up.

2. If the employee is called out after hours during an off scheduled day, the employee will be paid from the time of the call until he/she returns back to their original location. Further, the employee will be paid mileage to and from the call out location. Meals will be provided per the meals provision in the MOA. Per Diem will not be applicable, unless an overnight stay is incurred. A call out will not be considered a change of show-up.

#### **Pre-arranged Overtime**

1. When an employee is working pre-arranged overtime on a scheduled day off, the employee is eligible for the appropriate Per Diem payment (based on distance to home from the location of the pre-arranged work) if expenses are incurred. Meals will be provided per the meals provision in the MOA. Pre-arranged work will not be considered a change of show-up and does not qualify for mileage reimbursement.

#### **Daily Travel Time**

1. Where suitable lodging does not exist within 15 min of the show-up, travel time will be granted per the agreement dated Feb 24, 1984, titled Transmission Construction Crews. Daily travel time cannot be "banked" to use on the last work day of the week. Travel time must be taken on the day it is granted.

#### **Per Diem**

1. In accordance with Article X, Section 4 of the MOA, Transmission Construction employees on travel crews are paid per diem for each day worked. Per diem is intended to reimburse lodging and three meals per day. Employees earning an overtime meal for holdover past the end of the work day, or for being called back to work during the dinner hour as described in Article VII, Section 7(E)(2), will not be paid the meal allowance as the Company has already provided a meal by virtue of receiving the dinner meal via per diem, however, the ½ hour of overtime will be paid to the employee to eat the meal as specified in Article 7 section 7 (G)(5).

#### **Q&A**

1. I am currently working at a show-up that is 75 miles from my home and am on long money. If I attend training in the middle of the week and the training site happens to be less than 50 miles from my home, will I be moved to short money?  
Answer: Yes. Per diem is a separate question from show-up location. Per diem is intended to

reimburse an employee for out of town lodging and expenses based on mileage from home at the end of the work day. Therefore, when you attended training and were working within the 50 mile limit of your home, the MOA states that you are entitled to short money.

**Item X (M-38) Add the following to new Exhibit "L":**

**ARCOS in Transmission**

All overtime for employees in the Line Department in Transmission, Substation Construction and Maintenance Department and System Protection and Control Department will be tracked in ARCOS and ARCOS will be utilized to initiate call-outs.

**Item X (M-39) Add the following document to new Exhibit "L":**

**Mid-Level Substation Apprentice  
Review Committee (M-SARC) Assessment**

This process will be used to assess the readiness of a Substation Electrician Apprentice, who has completed the tasks required in Training Levels 1 and 2, to progress to Training Level 3.

1. The Company and the Union are establishing a Mid-Level Substation Electrician Apprentice Review Committee (M-SARC). The purpose of the M-SARC is to carry out assessments of Substation Electrician Apprentices who have completed the requirements of Level 2 Training, in order to identify and promote qualified, safe and productive employees with the strong potential of progressing to Journeyman.
2. The M-SARC assessments will include completion of a written examination, substation related tasks, and an oral interview/feedback. The M-SARC assessments will be conducted at a Duke Energy Training Center.

3. The assessments will evaluate the Substation Electrician Apprentice on a series of tasks which an apprentice at that level of training is expected to perform safely and competently. The exposure received during the assessment will also serve to reinforce the apprentices' desire to obtain a journeyman position going forward. In order to continue on to the Level 3 Training Module, an apprentice must show competency during the skills assessment in the written examination, substation related tasks, and an oral interview. This assessment will allow candidates to demonstrate Safety and Leadership while also showing that they are ready to take the next step in their career.
4. Candidates will be assessed by a seven (7) person team of Journeymen Electricians, supervisors and a training representative who are proficient in the evaluation of the skills and attributes needed in order to be safe, successful Substation Department employees. Three (3) evaluators will be Journeymen Electricians selected by the System Council U8 Business Manager or his designee, three (3) representatives will be selected by Management (all of whom must have previously been a Journeyman Electrician), and one (1) will be a representative from the training department.
5. At all times there will be at least two (2) evaluators directly observing the candidate in order to ensure the candidate's safety and to maintain a secure level of focus on the work being performed. The two evaluators will be one (1) Journeyman and one (1) Construction & Maintenance Supervisor. Above all else, safety is the main concern during this review process.
6. Candidates will be assessed within six (6) months of completing the Level 2 Training criteria (including task sign-offs). The candidates participating in the M-SARC review process must demonstrate competency at the Pre-Substation Electrician level by understanding and having the ability to demonstrate the tasks of an apprentice on Duke Energy's electric system and follow all Health & Safety rules, Work Methods, and procedures.
7. The candidate will be evaluated on three (3) competencies which include Safety, Substation Skills, and Leadership throughout the review process. The evaluation process will include how effectively the candidate demonstrates Safe Work Practices, the ability to lead by example, and adherence to current construction and maintenance standards. During the process a candidate may be asked to perform

additional work at a specific task location by one of the evaluators in order to gain an understanding of the candidate's ability to think through a job change.

8. The M-SARC assessment will consist of two days. Usually, the evaluation will start each day at 7:00 a.m. and run until 5:30 p.m. with thirty (30) minutes for lunch.
9. The candidates will be given sufficient time to complete the assigned task in a safe manner including performing all associated job briefs. The candidate will arrive at a task with an understanding of the job that is to be performed according to the task outlined in the M-SARC manual (TBD). The candidates will be required to complete the hands-on tasks selected by the evaluators from the pool of tasks developed by the M-SARC. The candidate will perform the Electrician Apprentice duties while an evaluator or another student assists. The four tasks will be selected by the SARC from the pool of existing tasks required to be completed in Levels 1 and 2.
10. First, the candidate will complete the open book written assessment. The written examination will be based on materials covered in Levels 1 and 2 curriculum and knowledge of the Health and Safety rules, Work Methods, and procedures. Once the written exam has been completed, he or she will move on to the hands on segment of the assessment. If the candidate passes the written test, they will not be required to test again. If the apprentice has failed any part of the assessment program, the apprentice will have the option of continuing with the rest of the assessment.
11. Once the hands-on assessment segment has been completed then the candidate will meet with the M-SARC evaluators for an oral interview/feedback, and receive information on his or her performance including whether he or she is recommended for advancement to Level 3 Training or will have to be re-assessed at a later date. This feedback will also be sent to the candidate's Supervisor/Manager approximately one week after the assessment. The feedback sent to the Supervisor/Manager will be in a detailed format and given to the candidate.
12. Successful completion of MLARC is required for promotion to Level 3 Training.

13. Once a candidate has successfully completed a section (written examination, substation related tasks) of the assessment, they will not have to repeat that section of the assessment. Should the apprentice not pass the M-SARC review, the apprentice will not be reviewed again for a minimum of ninety (90) days. In such a case, in addition to the feedback provided in Paragraph 11, the candidate and his or her supervisor will develop a written Action Plan to address the identified deficiencies. The apprentice must satisfactorily complete the action plan and provide written notice from his or her management team before he or she is cleared for a second M-SARC review within eight (8) months that the action plan is delivered to the candidate. The SARC may agree to extend the timeline due to extenuating circumstances, not to exceed an additional four (4) months.
  
14. Should the candidate fail to complete the Action Plan within eight (8) months and therefore not be recommended for a 2<sup>nd</sup> attempt at M-SARC, the candidate will be removed from the Apprentice program and given 90 days to find another position within the Company.
  
15. Should the apprentice not pass a second M-SARC review, and is deemed by the SARC and the employee's home management team not to have the ability to advance to the Qualified status, the apprentice shall be given ninety (90) days to find another position within the Company.

**Item X (M-40) Add the following document to new Exhibit "L":**

**Substation Apprentice  
Review Committee (SARC)**

It is understood that all Substation Electrician Apprentices are required to progress to Journeyman. This process will be used to assess the readiness of a Substation Electrician Apprentice, who has completed the tasks required in Training Levels 1, 2, 3, and 4 to become qualified to bid a Substation Electrician position.

1. The purpose of the SARC is to carry out assessments of Electrician Apprentices, who have completed the requirements of Level 4 Training, in order to identify and qualify, safe and productive Apprentices with the strong potential of becoming successful Journeymen.
2. The SARC assessments will include completion of a written examination, Substation related tasks, and an oral interview/feedback. The SARC assessments will be conducted at a Duke Energy Training Center.
3. The assessments will evaluate the Electrician Apprentice on a series of tasks, as determined by the SARC, which an apprentice transitioning to Journeyman is expected to perform safely and competently. In order to be deemed Qualified, the apprentice must show competency during the skills assessment in the written examination, Substation related tasks, and an oral interview. This assessment will allow candidates to demonstrate Safety and Leadership while also showing that they are ready to become a Substation Journeyman.
4. Candidates will be assessed by a seven (7) person team of Journeymen, supervisors and a training representative who are proficient in the evaluation of the skills and attributes needed in order to be safe, successful Substation Department employees. Three (3) evaluators will be Journeymen selected by the System Council U-8 Business Manager or his/her designee, three (3) evaluators will be selected by Management (all of whom must have previously been Journeymen), and one (1) will be a representative from the training department.
5. At all times there will be at least two (2) evaluators directly observing the candidate in order to ensure the candidate's safety and to maintain a secure level of focus on the work being performed. The two evaluators will be one (1) Journeyman and one (1) Construction & Maintenance Supervisor. Above all else, safety is the main concern during this review process.
6. Candidates will be assessed within six (6) months of completing the Level 4 training criteria (including task sign offs). The candidates participating in the SARC review process must demonstrate competency at the Electrician level by understanding and having the ability to demonstrate the tasks of a Journeyman Electrician on Duke Energy's Electric system and



follow all Health and Safety rules, Work Methods, and procedures.

7. The candidate will be evaluated on three (3) competencies which include Safety, Substation Skills, and Leadership throughout the review process. The evaluation process will include how effectively the candidate demonstrates safe work practices, the ability to lead by example, and adherence to current construction and maintenance standards. During the process a candidate may be asked to perform additional work at a specific task location by one of the evaluators in order to gain an understanding of the candidate's ability to think through a job change.
8. The SARC assessment will consist of four (4) days. Usually, the evaluation will start each day at 7:00 a.m. and end at 5:30 p.m. with thirty (30) minutes for lunch.
9. The candidates will be given sufficient time to complete the assigned tasks in a safe manner including performing all associated job briefs. The candidate will arrive at a task with an understanding of the job that is to be performed according to the task outlined in the SARC manual. The candidates will be required to complete the hands-on tasks selected by the evaluators from the pool of tasks developed by the SARC. The candidate will perform the duties while an evaluator or another student assists. The five tasks will be selected by the SARC from the pool of existing tasks required to be completed in Levels 1, 2, 3, and 4.
10. First, the candidate will complete the written assessment. The written examination will be based on materials covered in the Levels 1, 2, 3, and 4 curriculum and knowledge of the Health and Safety rules, Work Methods, and procedures. Once the written exam has been completed, he or she will move onto the hands on segment of the assessment. If the apprentice has failed any part of the assessment program, the apprentice will have the option of continuing with the rest of the assessment.
11. Upon completion of the hands on segment, the candidate will meet with the SARC evaluators for an oral interview/feedback, and receive information on his or her performance including whether he or she is recommended for qualification or whether the candidate will have to be re-assessed at a later date. This feedback will also be sent to the candidate's

Supervisor/Manager approximately one week after the assessment. The feedback sent to the Supervisor/Manger will be in a detailed format and given to the candidate.

12. Successful completion of SARC is required for promotion to Journeyman Substation Electrician.
13. Once a candidate has successfully completed a section (written examination, Substation related tasks) of the assessment, they will not have to repeat that section of the assessment. Should the apprentice not pass the SARC review, he or she will not be reviewed again for a minimum of ninety (90) days. In such a case, in addition to the feedback provided in paragraph 12, the candidate and his or her supervisor will develop an Action Plan to address the identified deficiencies. The candidate must satisfactorily complete the Action Plan and provide written notice from his or her management team that he or she is cleared for a second SARC review within eight (8) months of the date the Action Plan is delivered to the candidate. The SARC may agree to extend the timeline due to extenuating circumstances not to exceed an additional four (4) months.
14. Should the candidate fail to complete the Action Plan within eight (8) months and therefore not be recommended for a 2<sup>nd</sup> attempt at SARC, the candidate will be removed from the Apprentice program and given 90 days to find another position within the Company.
15. Should the candidate not pass a second SARC review, and is deemed by the SARC evaluators and the employees home management team not to have the ability to advance to the Qualified status, the apprentice shall be given ninety (90) days to find another position within the Company.

**Item X (M-41) Add the following document to new Exhibit "L":**

**Transmission Mid-Level Lineman Apprentice  
Review Committee (T-MLARC) Assessment**

This process will be used to assess the readiness of a Lineman Apprentice, who has completed the tasks required in Training Levels 1 and 2, to progress to Training Level 3.

1. The Company and the Union are establishing a Mid-Level Transmission Lineman Apprentice Review Committee (T-MLARC). The purpose of the T-MLARC is to carry out assessments of Transmission Lineman Apprentices who have completed the requirements of Level 2 Training, in order to identify and promote qualified, safe and productive employees with the strong potential of progressing to Journeyman.
2. The T-MLARC assessments will include completion of a written examination, line related tasks, and an oral interview/feedback. The T-MLARC assessments will be conducted at a Duke Energy Training Center.
3. The assessments will evaluate the Transmission Lineman Apprentice on a series of tasks which an apprentice at that level of training is expected to perform safely and competently. The exposure received during the assessment will also serve to reinforce the apprentice's desire to obtain a journeyman position going forward. In order to continue on to the Level 3 Training Module, an apprentice must show competency during the skills assessment in the written examination, Lineman related tasks, and an oral interview. This assessment will allow candidates to demonstrate Safety and Leadership while also showing that they are ready to take the next step in their career.
4. Candidates will be assessed by a seven (7) person team of Journeymen Linemen, supervisors and a training representative who are proficient in the evaluation of the skills and attributes needed in order to be safe, successful Line Department employees. Three (3) evaluators will be Journeymen Linemen selected by the System Council U8 Business Manager or his designee, three (3) representatives will be selected by Management (all of whom must have previously been a Journeyman Lineman), and one (1) will be a representative from the training department.
5. At all times there will be at least two (2) evaluators directly observing the candidate in order to ensure the candidate's safety and to maintain a secure level of focus on the work being performed. The two evaluators will be one (1) Journeyman and one (1) Construction & Maintenance Supervisor. Above all else, safety is the main concern during this review process.

6. Candidates will be assessed within six (6) months of completing the Level 2 Training criteria (including task sign-offs). The candidates participating in the T-MLARC review process must demonstrate competency at the Pre-Lineman level by understanding and having the ability to demonstrate the tasks of an apprentice on Duke Energy's electric system and follow all Health & Safety rules, Work Methods, and procedures.
7. The candidate will be evaluated on three (3) competencies which include Safety, Line Skills, and Leadership throughout the review process. The evaluation process will include how effectively the candidate demonstrates Safe Work Practices, the ability to lead by example, and adherence to current construction and maintenance standards. During the process a candidate may be asked to perform additional work at a specific task location by one of the evaluators in order to gain an understanding of the candidate's ability to think through a job change.
8. The T-MLARC assessment will consist of two days. Usually, the evaluation will start each day at 7:00 a.m. and run until 5:30 p.m. with thirty (30) minutes for lunch.
9. The candidates will be given sufficient time to complete the assigned task in a safe manner including performing all associated job briefs. The candidate will arrive at a task with an understanding of the job that is to be performed according to the task outlined in the T-MLARC manual (TBD). The candidates will be required to complete the hands-on tasks selected by the evaluators from the pool of tasks developed by the TLARC. The candidate will perform the Lineman Apprentice duties while an evaluator or another student assists. The four tasks will be selected by the TLARC from the pool of existing tasks required to be completed in Levels 1 and 2.
10. First, the candidate will complete the open book written assessment. The written examination will be based on materials covered in Levels 1 and 2 curriculum and knowledge of the Health and Safety rules, Work Methods, and procedures. Once the written exam has been completed, he or she will move on to the hands on segment of the assessment. If the candidate passes the written test, they will not be required to test again. If the apprentice has

failed any part of the assessment program, the apprentice will have the option of continuing with the rest of the assessment.

11. Once the hands-on assessment segment has been completed then the candidate will meet with the T-MLARC evaluators for an oral interview/feedback, and receive information on his or her performance including whether he or she is recommended for advancement to Level 3 Training or will have to be re-assessed at a later date. This feedback will also be sent to the candidate's Supervisor/Manager approximately one week after the assessment. The feedback sent to the Supervisor/Manager will be in a detailed format and given to the candidate.
12. Successful completion of T-MLARC is required for promotion to Level 3 Training.
13. Once a candidate has successfully completed a section (written examination, substation related tasks) of the assessment, they will not have to repeat that section of the assessment. Should the apprentice not pass the T-MLARC review, the apprentice will not be reviewed again for a minimum of ninety (90) days. In such a case, in addition to the feedback provided in Paragraph 11, the candidate and his or her supervisor will develop a written Action Plan to address the identified deficiencies. The apprentice must satisfactorily complete the action plan and provide written notice from his or her management team before he or she is cleared for a second T-MLARC review within eight (8) months that the action plan is delivered to the candidate. The TLARC may agree to extend the timeline due to extenuating circumstances, not to exceed an additional four (4) months.
14. Should the candidate fail to complete the Action Plan within eight (8) months and therefore not be recommended for a 2<sup>nd</sup> attempt at T-MLARC, the candidate will be removed from the Apprentice program and given ninety (90) days to find another position within the Company.
15. Should the apprentice not pass a second T-MLARC review, and is deemed by the LARC and the employee's home management team not to have the ability to advance to the Qualified status, the apprentice shall be given ninety (90) days to find another position within the Company.

**Item X (M-42) Add the following document to new Exhibit "L":****Transmission Line Apprentice  
Review Committee (T-LARC)**

This process will be used to assess the readiness of a Transmission Line Apprentice, who has completed the tasks required in Training Levels 1, 2, 3, and 4 to become qualified to bid a Transmission Lineman position.

1. The purpose of the T-LARC is to carry out assessments of Transmission Line Apprentices, who have completed the requirements of Level 4 Training, in order to identify and qualify, safe and productive Apprentices with the strong potential of becoming successful Journeymen.
2. The T-LARC assessments will include completion of a written examination, Transmission Line related tasks, and an oral interview/feedback. The T-LARC assessments will be conducted at a Duke Energy Training Center.
3. The assessments will evaluate the Transmission Line Apprentice on a series of tasks, as determined by the T-LARC, which an apprentice transitioning to Journeyman is expected to perform safely and competently. In order to be deemed Qualified, the apprentice must show competency during the skills assessment in the written examination, Transmission Line related tasks, and an oral interview. This assessment will allow candidates to demonstrate Safety and Leadership while also showing that they are ready to become a Transmission Line Journeyman.
4. Candidates will be assessed by a seven (7) person team of Journeymen, supervisors and a training representative who are proficient in the evaluation of the skills and attributes needed in order to be safe, successful Transmission Line Department employees. Three (3) evaluators will be Journeymen selected by the System Council U-8 Business Manager or his/her designee, three (3) evaluators will be selected by Management (all of whom must have previously been Journeymen), and one (1) will be a representative from the training department.

5. At all times there will be at least two (2) evaluators directly observing the candidate in order to ensure the candidate's safety and to maintain a secure level of focus on the work being performed. The two evaluators will be one (1) Journeyman and one (1) Construction & Maintenance Supervisor. Above all else, safety is the main concern during this review process.
6. Candidates will be assessed within six (6) months of completing the Level 4 training criteria (including task sign offs). The candidates participating in the T-LARC review process must demonstrate competency at the Lineman level by understanding and having the ability to demonstrate the tasks of a Journeyman Lineman on Duke Energy's Electric system and follow all Health and Safety rules, Work Methods, and procedures.
7. The candidate will be evaluated on three (3) competencies which include Safety, Transmission Line Skills, and Leadership throughout the review process. The evaluation process will include how effectively the candidate demonstrates safe work practices, the ability to lead by example, and adherence to current construction and maintenance standards. During the process a candidate may be asked to perform additional work at a specific task location by one of the evaluators in order to gain an understanding of the candidate's ability to think through a job change.
8. The T-LARC assessment will consist of four (4) days. Usually, the evaluation will start each day at 7:00 a.m. and end at 5:30 p.m. with thirty (30) minutes for lunch.
9. The candidates will be given sufficient time to complete the assigned tasks in a safe manner including performing all associated job briefs. The candidate will arrive at a task with an understanding of the job that is to be performed according to the task outlined in the T-LARC manual. The candidates will be required to complete the hands-on tasks selected by the evaluators from the pool of tasks required to be completed in Levels 1, 2, 3, and 4. The candidate will perform the duties while an evaluator or another student assists.
10. First, the candidate will complete the written assessment. The written examination will be based on materials covered in the Levels 1, 2, 3, and 4 curriculum and knowledge of the Health

and Safety rules, Work Methods, and procedures. Once the written exam has been completed, he or she will move onto the hands-on segment of the assessment. If the apprentice has failed any part of the assessment, the apprentice will have the option of continuing with the rest of the assessment.

11. Upon completion of the hands on segment, the candidate will meet with the T-LARC evaluators for an oral interview/feedback, and receive information on his or her performance including whether he or she is recommended for qualification or whether the candidate will have to be re-assessed at a later date. This feedback will also be sent to the candidate's Supervisor/Manager approximately one week after the assessment. The feedback sent to the Supervisor/Manager will be in a detailed format and given to the candidate.
12. Successful completion of TLARC is required for promotion to Transmission Lineman.
13. Once a candidate has successfully completed a section (written assessment, Line related tasks) of the assessment, he/she will not have to repeat that section of the assessment. Should the apprentice not pass the T-LARC review, he or she will not be reviewed again for a minimum of ninety (90) days. In such a case, in addition to the feedback provided in Paragraph 12, the candidate and his or her supervisor will develop an Action Plan to address the identified deficiencies. The candidate must satisfactorily complete the Action Plan and provide written notice from his or her management team that he or she is cleared for a second T-LARC review within eight (8) months of the date the Action Plan is delivered to the candidate. T-LARC may agree to extend the timeline due to extenuating circumstances, not to exceed an additional four (4) months.
14. Should the candidate fail to complete the Action Plan within eight (8) months and therefore not be recommended for a 2<sup>nd</sup> attempt at T-LARC, the candidate will be removed from the Apprentice program and given 90 days to find another position within the Company.
15. Should the candidate not pass a second T-LARC review, and is deemed by the T-LARC evaluators and the employee's home management team not to have the ability to advance to the Qualified status, the apprentice shall be given ninety (90) days to find another position within the Company.



**Item X (M-30) COORS Manual – Callout and Overtime Guidelines**

The attached version of the COORS manual will be implemented, and applies only to the Line Department in Distribution, excluding DCC Dispatchers and Associate Dispatchers.

**Item X (U-44) COORS - Fatigue Exemption**

The following will be incorporated into the COORS Manual:

After an employee has worked at least a combined sixteen (16) hours in the preceding twenty-four (24) hour period, upon the employee’s release from duty, at the employee’s option, the employee may be excused from calls for the eight (8) hour period immediately following. The employee may make him/herself unavailable in ARCOS during the period or, the employee may elect to receive calls and decline any calls without penalty. Nothing in this paragraph will contradict Article VI Section 4 paragraph (C) of the Memorandum of Agreement.

**Item X (U-45) COORS - Calls to Neighboring Headquarters**

The following will be incorporated into the COORS Manual:

Employees may only be charged for one decline each day for turning down calls from neighboring yards. Employees will get credit for all calls accepted from neighboring yards.

**Item X (M-46) Gender-Neutral References and Job Titles**

In support of a diverse and inclusive workforce, the Company proposes to convert the historical job classifications ending in “man”, and their related references within the MOA, to gender-neutral titles as indicated in the table below.

**CURRENT JOB TITLE**

**NEW JOB TITLE**

**Central Repair - 14**

Working Foreman - Central Repair	Working Foreperson - Central Repair
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**Line Department - 02**

Working Foreman - Line	Working Foreperson - Line
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Working Foreman (SL)	Working Foreperson (SL)
Troubleman	Trouble Technician
Serviceman	Service Technician
Lineman	Line Technician
Lineman (SL)	Line Technician (SL)
Lineman - System Transmission Construction	Line Technician - System Transmission Construction
Lineman - Transmission Maintenance	Line Technician - Transmission Maintenance
Lineman Apprentice	Line Technician Apprentice
Lineman Apprentice (SL)	Line Technician Apprentice (SL)
Lineman Apprentice - System Transmission Construction	Line Technician Apprentice - System Transmission Construction
Lineman Apprentice - Transmission Maintenance	Line Technician Apprentice - Transmission Maintenance
Groundman	Ground Technician
Groundman (SL)	Ground Technician (SL)
Groundman - System Transmission Construction	Ground Technician - System Transmission Construction
Groundman - Transmission Maintenance	Ground Technician - Transmission Maintenance

**Meter - 03**

Working Foreman - Meter	Working Foreperson - Meter
Meterman (A)	Meter Specialist (A)
Meterman (B)	Meter Specialist (B)
Meterman (C)	Meter Specialist (C)

**Production - 01**

Working Foreman - Production	Working Foreperson - Production
Lead Nuclear Building Serviceman	Lead Nuclear Building Serviceperson
Nuclear Building Serviceman	Nuclear Building Serviceperson

**Substation Construction & Substation Maintenance - 06**

Senior Working Foreman - Substation Construction	Senior Working Foreperson - Substation Construction
Senior Working Foreman - Substation Maintenance	Senior Working Foreperson - Substation Maintenance
Working Foreman - Substation Construction	Working Foreperson - Substation Construction
Working Foreman - Substation Maintenance	Working Foreperson - Substation Maintenance
Heavy Hauling Working Foreman	Heavy Hauling Working Foreperson

Commented [ABS16]: This classification was overlooked in the table included with the proposal.

**Revise Article II, Section 11 as follows:**

**Section 11**

The terms, conditions and nomenclature throughout this agreement are applicable to all employees covered hereunder without regard to race, color, religion, national origin, age, sex, or

disability. The use in this Agreement of masculine pronouns, e.g. him, his, he, himself, shall be interpreted also to include the corresponding feminine pronouns.

**Item X (M-47) Arbitrations in Abeyance**

Effective as of the ratification date of the new Memorandum of Agreement, the following pending grievances shall be discontinued with prejudice by the Union. These are grievances that, with one exception (Chap/Leonardi (15-06-0031), which is linked to the other Chap/Leonardi grievances below), had been held in abeyance pending arbitration. The Company informed the Union in February 2015, that it no longer agreed for them to be in abeyance but the Union has not acted on them to date.

Severance/Berry	11-02-0146/0158
Barnett	11-06-0193
Bebermeyer	13-05-0111
Chap/Leonardi	13-07-0020
Chap/Leonardi	13-06-0031
Chap/Leonardi	15-06-0031
Demetree	10-02-0098
Demetree	10-02-0112
Demetree	13-02-0004
Demetree	13-02-0097
Massey, et al	13-05-0125
McMahon, et al	13-02-0172
Williamson	13-12-0115

**Item X (M-48) Workers' Compensation Payroll Subsidy**

In each case (except death cases) where an injured employee is awarded Workers' Compensation, the employee will be paid a payroll subsidy (i.e. supplement) in an amount equal to one-half the difference between what the employee would have received for 80 hours straight-time pay per biweekly pay cycle (no shift differential, overtime, etc.) and the amount received through Workers' Compensation for such injury. Such subsidy shall begin after the initial seven (7) calendar day waiting period and will continue for a period not to exceed twenty-six (26) weeks of continuous disability.

Should the employee continue past twenty-six (26) weeks of continuous disability, the employee will be eligible to be considered for long-term disability (LTD) in accordance with the Duke Energy Long Term Disability Plan. The Duke Energy subsidy will be discontinued after the 26 weeks continuous leave.

This policy would replace any agreements made in the past including Item 70 of the 1996 MOC and Item 35 of the 2008 MOC.

**Item X (M-49) LTD Return to Work Policy**

The Company proposes effective January 1, 2017, the Florida bargaining unit employees represented by IBEW SCU-8 shall be covered by the LTD Return to Work policy as set out below. The purpose of the policy is to establish a procedure for returning employees back to active employment who have been out on Long Term Disability (LTD) leave pursuant to the Duke Energy Long Term Disability Plan and who have been released to return to work.

**LTD Return to Work**

Upon transition from Short Term Disability (STD) leave to Long Term Disability (LTD), an employee's job will be treated as a regular vacancy under ~~Article III, Section 7 of the MOA~~ **the applicable contract language.**

**Commented [ABS17]:** We agreed in negotiations to remove reference to main MOA as this will apply to all FL BU. This reference was overlooked and well as one below. Suggest replacing with "applicable contract language."

If, at or around the time of LTD approval, the Company (HR Business Partner and/or Supervisor) receives communication from the employee that he/she is expected to return to work without restrictions within ninety (90), Management will either post a contingent position or leave the position vacant, at its discretion. If, however, the Company does not receive communication from the employee that his/her expected return to work date is ninety (90) days or less, Management will act on the vacancy accordingly.

**Returning to work without permanent medical restrictions**

If an employee, within the ninety (90) day period noted above, is released to return to work from LTD leave without permanent medical restrictions, the employee will be appointed to his/her previously held position. If the employee is returned after the ninety (90) day period, the employee will be appointed to his/her previously held position, provided it is still vacant. If the employee's job is no longer available, he/she may be placed into a vacant position in the same classification as the employee's original position at a location that allows the employee to meet any residency requirements. If such a vacancy does not exist, the employee will be given ninety (90) days to obtain a position within the Company for which he/she is able and qualified to fill. In such case, the employee will be placed on paid leave status. During this time, the employee may be placed into another job for which he/she is able and qualified to fill, by mutual consent between the Company and the Union. If the employee has less than 10 years of service with the Company, the employee shall be placed at the rate of pay for that classification. Employees with 10 or more years of service shall receive no reduction in pay for a period of one year from the time of the employee's return to work. After one year, if the employee remains in that position, the employee's pay will be changed to the rate of pay of the classification the employee holds. During this one year period, should a vacancy occur in the employee's original classification at a location where the employee can meet residency requirements, the employee shall be placed into that vacancy, by mutual consent between the Company and the Union.

#### **Returning to work with permanent medical restrictions**

If an employee at any time after being placed on LTD is released to return to work with permanent medical restrictions, the Company will seek to accommodate the employee under the American with Disabilities Act by giving the employee ninety (90) days to obtain a position within the Company for which he/she is able and qualified to fill. During this time, the employee will be placed on paid leave status. In such case, the Company will follow the existing language under applicable medical placement language of Article III, Section 3(C), allowing assignment to another vacant job for which the employee is able and qualified to fill, by mutual consent between the Company and the Union.

#### **Vacation and holiday**

At the time of LTD approval, an employee is eligible to be paid for unused vacation hours that have accrued as of the month in which LTD occurs, as well as unused carryover vacation hours. The unused vacation hours (and any banked holidays) will be paid out to the employee once LTD status is effective. Vacation and holidays (including personal holidays) do not accrue while out on LTD leave. However, an employee returning to work from LTD, in accordance with the terms described above, will receive the pro-rated vacation for that calendar year to which the employee would be entitled based on his/her Company service, as well as one personal holiday.

**Item X (M-50) Safe Working Weight Compliance Program - Florida IBEW SCU-8**

The Florida bargaining unit employees represented by IBEW SCU-8 shall be covered under the Safe Working Weight Compliance Program set out below.

Commented [ABS18]: Added intro paragraph

**Safe Working Weight Compliance Program - Florida IBEW SCU-8**

**Purpose**

The purpose of this program is to comply with Occupational Safety and Health Administration (OSHA) Construction and General Industry Standards in 29 CFR 1910 and 1926 and ensure that all weight rated equipment is used in a safe manner, with a focus on 1) work methods and procedures and 2) total weight limits (employee body weight and any equipment, tools, or materials weight), to ensure that total weight does not exceed maximum weight ratings for the equipment.

This Program requires appropriate measures by employees and by the Company to ensure that weight ratings are not exceeded. In addition to materials and tools, an employee's body weight can be a safety issue if the employee's weight contributes to overloading a piece of weight rated equipment. It is critical that work methods and procedures address the total load being applied to any piece of weight rated equipment, including ladders, harnesses, lanyards, bucket trucks, scaffolding, scissor lifts, etc. and that materials and tools used as part of the work are included in determining total loading for the equipment.

## Scope

This Program applies to employees and contractors at Duke Energy sites who are performing operations, maintenance, and construction activities involving weight rated equipment. Duke Energy will not manage, train, or administer this Program for contractors, but does expect compliance and will notify the contractor if any violation is observed by Duke Energy management relating to employees of the contractor assigned to Duke Energy facilities.

## Definitions

**Weight Rated Equipment** – Any equipment in use that has a maximum allowed weight loading.

**Weight management program** – An employee's health care provider-developed program designed to assist the employee in achieving a weight such that the employee can safely use weight rated equipment.

## Requirements and Responsibilities

1. Management shall ensure all weight rated equipment in use is identified and that appropriate measures are developed and implemented so that maximum equipment weight limits are not exceeded.
2. For weight-related fitness for duty issues, management shall reiterate to the employee the need to operate equipment in accordance with all safe working weight limits and ask the employee if he or she can safely operate the equipment in view of the maximum permissible weights for the equipment. If management remains unsure that the employee can operate equipment within the safe working weight limits, management shall contact the appropriate HR Business Partner for assistance.
3. If management observes any contractor worker who may be exceeding the safe total weights of equipment resulting in an unsafe condition, management should ask the worker to immediately

stop the work. Management then should contact the contractor's employer to notify them of the potential safety issue, and to ask the contractor's employer to follow up with the worker as appropriate.

4. Management is responsible for:
  - a. Determining the weight rated equipment in use at each location.
  - b. Ensuring that employees are aware of the equipment rating on such equipment.
  - c. Requiring the employee to manage his or her personal body weight so that necessary job duties can be safely performed.
  - d. Working with HR, as noted in paragraph 6 below, to resolve any situation where an employee exceeds or may exceed, a safe work weight for the equipment on which he/she works.
5. Employees are responsible for:
  - a. Complying with this program's requirements.
  - b. Taking an active role in determining overall weight loading for the equipment they use, including their own weight and the weight of tools and materials, compared to the weight rating of the equipment used to perform job duties.
  - c. Notifying management of any issues relating to the safe use of weight rated equipment.
  - d. Not exceeding the weight limitations on any piece of weight rated equipment.
6. HR Business Partners are responsible for working with local management and employees when an employee's personal body weight concerns have been raised as potentially unsafe. HR will review the situation with management on a case-by-case basis to assist in resolving any concerns. Among the actions to be considered will include:
  - a. Using lighter tools or materials available that will do the job,
  - b. Using heavier weight rated equipment for the job, if available, such as ladders, harnesses, lanyards, etc.,



- c. Developing work methods and procedures so that the combination of employee weight, tools, and materials do not exceed the manufacturer’s maximum rating on each piece of equipment,
  - d. Seeking the employee to provide documentation from a medical professional of his or her weight,
  - e. Referring the employee to EAP for assistance with weight management,
  - f. The temporary use of light duty work (not to exceed 6 months), if available, while the safe work issue for the employee is resolved.
  - g. The issuance of a 90 day letter should the actions above prove to be either unfeasible or unreasonable, or, after being implemented, the employee continues to be unable to get his/her weight within the weigh limitations of the relevant equipment. (This option will not be elected until all of the options in sub-paragraphs a-f are evaluated first.)
7. The Health and Safety organization serves as Program Owner and is responsible for consulting with management and employees to answer any questions on weight ratings for required equipment, as well as any weight loading issues for tools, materials and employee weight.

**Item X (M-52) Employment of Relatives Policy**

~~Effective January 1, 2017,~~ The Florida bargaining unit employees represented by IBEW SCU-8 shall be covered by the Employment of Relatives policy set out below. This policy is similar to the policy in place for all non-bargaining unit employees of Duke Energy. It replaces the Legacy Progress policy set out in HRI-SUBS-00215.

**Commented [ABS19]:** Suggest deleting Jan 1, as won't be ratified by then and policies won't be retro.

**Employment of Relatives**

Relatives may not be employed in positions where their duties may cause a conflict because of the close working relationship of the positions in which the relatives are employed and/or the nature of one of the positions. Business unit management (or his/her designee) and human resources will review situations involving relatives in close working relationships or sensitive positions to ensure that no conflict exists. Each situation will be evaluated on an individual basis.

Relatives of top tier executives may not be employed in the business unit managed by their relative.

Management of Relatives - A supervisor or manager may not directly or indirectly manage his/her own relatives or those of his/her spouse or domestic partner (i.e., signature is required on performance management and/or salary actions). For the purpose of this paragraph, a "relative" is defined as an employee's spouse, domestic partner, brother, sister, parent, child, grandparent, grandchild, niece, nephew, aunt, uncle, including similar "step-relationships" and these same relationships of the employee's spouse or domestic partner.

Reporting to Same Supervisor/Manager - Two or more relatives may not report to the same supervisor/manager. For the purposes of this paragraph, a "manager" shall be defined as the person to whom the employees directly report. When two relatives report to different immediate supervisors under a single manager, the manager shall not be considered the direct report. In addition, for the purpose of this paragraph, a "relative" is defined as an employee's spouse, domestic partner, brother, sister, parent, child, grandparent, grandchild, including similar "step-relationships" and these same relationships of the employee's spouse or domestic partner.

Where two employees marry or enter into a domestic partner relationship, and the marriage or relationship has the potential to create a conflict as described in this policy, both employees are expected to notify their manager of the marriage/domestic partner relationship. Where the Company determines that a conflict exists (i.e. one employee supervises the other, both employees report to the same manager/supervisor, etc.), the Company normally requires one of the employees to pursue a different position that eliminates the conflict, if such a position is available. Should a conflict, as described in this paragraph, exist, involving two (2) bargaining unit employees, the person with the least departmental seniority shall have up to 180 days to bid on and be awarded a position, for which they are qualified, that eliminates the conflict. In most cases, any such transfers or other actions should take place within 180 days of entering into the marriage/domestic partnership.

Bargaining Unit employees that are not in compliance with this policy when it becomes effective on January 1, 2017, will be given a waiver and not required to pursue other positions.

Should a conflict as described in this policy, arise as a result of plant closures, reductions of forces, the restructuring of management, or other situations beyond the control of the bargaining unit, the parties agree to meet in a good faith effort to find a mutually agreeable resolution.

**Item X (M-54) Driver's License Policy – IBEW SCU-8**

The Florida bargaining unit employees represented by IBEW SCU-8 shall be covered by the Driver's License Policy set out below. It replaces the Legacy Progress policy set out in HRI-SUBS-00335.

**Driver's License Policy - IBEW SCU-8**

**Purpose**

It is the responsibility of each employee who drives a vehicle on behalf of the Company to comply with all applicable laws and possess a proper and valid license. The type of license required will be determined by the employee's job classification and required job duties. Where appropriate, department management may specify the type of license requirement for the job classification. No employee shall operate any type of automobile, truck, specialized mechanical equipment (Company-owned or non-Company owned) without proper training. Properly trained is defined as possessing the required operator license for the vehicle being operated or receiving a thorough walk down of the vehicle and its operating characteristics prior to operation of that vehicle.

**Driver's Expectations and Compliance Requirements**

Employees are expected to comply with all applicable laws and Company policies regarding the operation of motor vehicles on behalf of the Company. An employee who does not possess a proper and valid license, issued by the appropriate state agency, shall not operate a vehicle on behalf of the Company. Operating a vehicle on behalf of the Company without a license may result in corrective action, up to and including termination, in accordance with the Discipline Action Policy. In addition, employees operating Company vehicles without a valid license are subject to citation and fines by law enforcement authorities.

If the license of an employee who drives a Company-owned vehicle has been suspended, revoked or cancelled, the employee must notify his supervisor, as soon as possible, but no later than the employee's first day after reporting to work, following the loss of the license. The statement shall include the following:

- Reason for such loss;
- The effective date of the suspension, revocation or cancellation of the license;
- The probable date that the driving license will be restored, if known;
- Any copies of documentation, court records, DMV letters or any other relevant evidence which provides further information regarding the suspension of the driver's license.

It is not the responsibility of the Company to provide employees transportation to and from their assigned work location. The Company reserves the right to inspect the license of any employee whose job requires driving at any time. The Company also reserves the right to examine an employee's state license records.

#### **Commercial Motor Vehicles (CMV) - General Information**

A CMV is any Duke Energy vehicle that has been assigned a USDOT number. Employees who operate a CMV are subject to the state laws in which they are driving. If an employee has a Commercial Driver's License (CDL) issued from a state other than where they are operating a CMV, they must comply with the state laws where they are operating a CMV.

#### **Driving Under the Influence**

First Time Offense – If an employee's license is suspended, revoked or cancelled for driving a vehicle under the influence or related statutory offense, there may be a time period before the employee has been adjudicated of such an offense (i.e., convicted, pled guilty or any other plea considered by the courts as a conviction). In such a case, and if the employee has complied with the notification process set out above, from that time until either the occurrence of a guilty plea, conviction or

acquittal of that offense, or the first trial date set by the appropriate court, whichever occurs first, the Company will either attempt to assign the employee to other work which does not require driving, or send the employee home on paid leave. If there is no adjudication by the date originally set by the court, the Company will evaluate the reasons for the delay and determine whether to continue the leave as paid leave or convert it to unpaid leave, and to review any alternate work that is or may be available to the employee.

If the employee is convicted, pleads guilty or pleads any other related plea which is considered by the courts as a conviction to DUI and (1) if this is the first time the employee's license has been suspended, revoked or cancelled due to a DUI conviction or other related statutory conviction, and (2) if the employee must have a license to operate a Company-owned automobile, truck, or specialized mechanical equipment in the performance of the employee's job duties, and (3) the employee's license has been suspended, revoked or cancelled for a period of more than six (6) months, alternate work will be offered to the employee, if feasible. Management will determine the length of time to offer the alternate work consistent with the employee's skills and qualifications, based on current operational needs. However, in any case, the alternate work shall not exceed one year from the date of the original loss of the employee's license. If the Company is not able to provide alternate work, the employee will be given ninety (90) days from the date of the conviction to obtain a valid driver's license or secure another job within the Company which does not require a driver's license to perform the job duties. If the employee does not obtain a valid driver's license within the ninety (90) day period or obtain another job within the Company that does not require a valid driver's license, the employee will be terminated from his position because the employee is no longer qualified to perform the job requirements of the position.

During the ninety (90) day period, the Company will continue to attempt to provide the employee with work which does not require driving. If the Company is not able to provide such work during the ninety (90) day period, the employee will be placed on an unpaid leave of absence during the ninety (90) day timeframe.

Second Time Offense - If an employee's license has been suspended, revoked or cancelled for a second time while employed at Progress Energy due to a DUI conviction or other related statutory

conviction and the employee must have a license to operate a Company-owned automobile, truck, or specialized mechanical equipment in the performance of the employee's job duties, the employee will be subject to termination from his/her employment with the Company.

#### **Loss of License for Any Other Reason**

The license of an employee who is required to have a valid driver's license to operate a Company-owned automobile, truck or specialized mechanical equipment in the performance of his/her job duties may be suspended, revoked or cancelled, other than for driving under the influence, for the following other statutory reasons:

- failure to pay child support,
- failure to have proper motor vehicle insurance,
- failure to pay a traffic fine or related court costs, or
- any other statutory reason set out by law.

In such a case, and if either the employee promptly notifies the Company, or the Company learns of the suspension, revocation or cancellation of the license and the employee did not know of such loss of license, then the employee will be given (2) two weeks to obtain the restoration of his/her license. Additional time may be granted if the employee can prove he/she is actively working on obtaining his/her license. Failing that, the employee may then be subject to discipline up to and including termination, in accordance with the Discipline Action Policy.

If the employee should have second instance of a suspension, revocation or cancellation of his license for the above reasons, the employee may be subject to discipline up to and including termination, in accordance with the Discipline Action Policy.

#### **Knowingly Operating a Company Vehicle without a License**

Notwithstanding anything above, if an employee operates a Company-owned automobile, trucks, specialized mechanical equipment which requires a license in the performance of the employee's job

duties knowing that his/her driver's license has been suspended, revoked or cancelled, the employee may be subject to termination.

Pursuant to state law, it is employees' responsibility to ensure they are in compliance with all state driving laws. State law also sets out the presumption that an individual has received notice of the cancellation, suspension, revocation or disqualification of the individual's license if notice is given as set out in the statute.

This section shall not apply to employees who no longer have a valid driver's license due to a medical condition.

**Item X (U-37) Maternity/Paternity Leave**

Note: The Company agrees that, if during the term of this MOA, Duke Energy implements a benefit for non-bargaining unit employees of Duke Energy that provides for a paid period of maternity or paternity leave, outside of and apart from the Sick and Family Care and Hardship Policy, the Company will make that benefit available to the members of IBEW SCU-8 on the same terms that such benefit is available to the non-bargaining unit employees. In such case, that benefit will be provided as soon as reasonably possible following the implementation of the benefit for non-bargaining unit employees.

**Item X (U-41) Carryover of Unused Sick Leave**

Note:

The Company will amend its proposal on the Sick Leave plan for SC-U8 employees (M-58) to allow carryover of unused sick leave into the following year, however, the employee's cumulative sick leave shall not exceed 120 hours in any given year.

Example:

2017 - Due to his service, employee earns 80 hours of sick leave. Employee uses 20 hours in 2017. In 2018 the employee receives 80 hours and may carryover 40 hours of unused sick leave from 2017, so that he/she will have 120 hours of sick leave to use in 2018. If in 2018 the employee uses 80 of the 120, the employee may carry the unused 40 hours over to the following year to total 120.

**Item X (M-51) Human Resources Policies**

**Human Resources Policies**

Effective January 1, 2017, all policies pertaining to the Florida bargaining unit which are contained in Legacy Progress Program HRI-SUBS-00706 will be eliminated. In particular, those policies are Death in Family, Jury and Witness Duty, Military Leave, and Domestic Violence. The HRI-SUBS-00706 policies noted above (other than Domestic Violence) will be replaced by the negotiated policies attached.

Domestic Violence is addressed within in the IBEW SCU-8 Sick and Family Care and Hardship Policy.

**Item X (M-58) IBEW SCU-8 Bargaining Unit Sick and Family Care and Hardship Policy**

The Florida bargaining unit employees represented by IBEW SCU-8 shall be covered by the revised Sick and Family Care and Hardship Policy set out below.

**IBEW SCU-8 Bargaining Unit Sick and Family Care and Hardship Policy**

**PHILOSOPHY**

Duke Energy expects all employees to be at work during their regularly scheduled work hours. However, it is understood that there are times when employees must miss work because of personal illness or injury or for other qualifying personal reasons. This Policy is designed to provide eligible employees with pay continuation during those situations, as described in more detail below.

Sick and Family Care Pay ("referred to jointly as "Sick Pay") is a benefit that provides eligible employees with financial protection against loss of pay for certain circumstances requiring time off of work. In addition, employees requiring a longer absence may be eligible for pay continuation through



short term disability (STD) and long-term disability (LTD) benefits administered by the Company's third party administrator. Sick Pay may also be available during the seven consecutive calendar day elimination period required at the onset of a continuous STD claim.

Although the Company provides time off for extended illness or injury under the "Leave of Absence Procedure," which covers FMLA Leave, Domestic Partner Leave, Personal Leave, and other leaves, those leaves are generally unpaid unless the employee qualifies for pay continuation under this Policy or the STD/LTD programs. This Policy describes when and how eligible employees may receive pay for their time off, and how Sick Pay relates to STD benefits. Additional information is also available on the Portal's Employee Center >Employee Leaves/Time Away from Work page.

**Employees Must Notify Supervision**

When an employee must be absent or late to work (either planned or unplanned), he/she must notify his/her supervisor before the scheduled work hours begin, or as soon as possible. If the employee is unable to notify supervision personally, he/she is expected to make arrangements for someone to contact his/her supervisor as promptly as possible.

**Note:** If the supervisor is not available, the employee should contact another level of supervision or other person designated in advance by his or her supervisor.

As soon as the employee knows about a scheduled absence, such as a doctor's appointment, he/she should notify his/her supervisor. This will allow the supervisor time to make schedule changes or arrangements to cover for the employee, if needed.

Exceptions may be made if the individual cannot call in due to circumstances beyond his/her control.

All regular bargaining unit employees will be provided with at least 6 hours of Sick Pay for each full or partial month in their first year of employment, up to a maximum of 56 hours for a full year as follows:

Year	Sick Pay Eligibility
1 <sup>st</sup> calendar year of employment	Hired in Jan.– April – 56 hours Hired in May – 48 Hours Hired in June – 42 hours Hired in July – 36 hours Hired in August – 30 hours Hired in September 24 hours Hired in October – 18 hours Hired in November – 12 hours Hired in December – 8 hours

2 <sup>nd</sup> calendar year of employment and beyond	80 hours of Sick Pay per year.

All temporary employees will be provided with 3 hours of Sick Pay for each bi-weekly pay period up to a maximum of 56 hours for a full year. This benefit will only be granted as long as it is a requirement of Executive Order 13706.

**Leave of Absence or Separation**

An employee who is on a paid leave of absence as of January 1 of a calendar year will receive the Sick Pay balance for that year. An employee who is on an unpaid leave of absence as of January 1 of a calendar year will receive their allotted hours of Sick Pay upon return to work, pro-rated based on the date he/she returns to work.

Unused Sick Pay is forfeited upon separation of employment, regardless of the reason for separation. Employees will not receive pay for unused Sick Pay upon separation from employment. However, if an employee separates and is rehired within 12 months, the Company will reinstate the employee's unused Sick Pay balance. The reinstatement of an employee's unused Sick Pay balance will only be granted as long as it is a requirement of Executive Order 13706.

**Using Sick Pay**

Employees may use Sick Pay only for the following qualifying reasons:

- (i) For the employee's own illness, injury, or condition (*physical or mental*) or to obtain diagnosis, care, or preventive care from a health care provider;
- (ii) For the employee to care for a Family Member's medical needs relating to (i) above, or who otherwise requires care:  
*"Family Member" means a child, a parent, a spouse, a domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent to a family relationship.*
- (iii) For the employee to deal with domestic violence, sexual assault, or stalking, to address illness, injury, or other health care needs, to obtain additional counseling, to seek relocation, to seek assistance from a victim services organization, to take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or to assist an individual related to a Family Member engaging in any of these activities; and
- (iv) For the employee to continue his or her pay while a claim or appeal for STD/LTD benefits is pending.
- (v) For bonding, (only if the employee has less than one (1) year of service\*):
  - a. After the birth of a child or the adoption/foster care placement of a child, (as a parent);
  - b. To care for a healthy newborn, (as a parent);

- c. For the adoption of a child under age 18, including a stepchild or relative living in the household who is a legal dependent as defined by IRS regulations.

\*Employees with one (1) year of service will be covered under the Parental Leave Pay Policy.

Examples of situations where an employee may take time off to care for a dependent include, but are not limited to:

- Making arrangements for the care of a sick dependent.
- Caring for a sick dependent.
- Taking a dependent that is ill or injured to a medical provider or the hospital.
- Time required admitting a dependent to a hospital.
- Time required releasing a dependent from the hospital.
- Time required for a doctor consultation during dependent hospitalization.
- Taking a dependent to a well doctor, dentist or vision visit.

Additionally, employees are eligible for Sick Pay in the following situations:

- For the primary care giver to care for an ill spouse/domestic partner or other qualifying relative.

#### **Documenting Sick Pay**

Employees with Sick Pay may use these hours on an intermittent basis to be paid the straight time rate for the regularly scheduled hours they are off work due to a non-work related personal illness or injury.

As employees use the first fifty-six (56) hours of Sick Pay, management may ask for supporting documentation when the employee requests or takes time off for three (3) days or longer. Management must request any such documentation before the three (3) days ends. Employees will have up to thirty (30) days to provide supporting documentation. Once an employee has taken fifty (56) hours of Sick Pay and requests additional time off in the same calendar year. The above stated language regarding supporting documentation will only be applicable as long as it is a requirement of Executive Order 13706. Management has the discretion to request that an employee provide a doctor's statement or other documentation verifying the need for the employee to miss work due to non-work related illness or injury. In cases where management determines that the employee is not eligible for Sick Pay based on a lack of documentation or other information, Sick Pay may be denied. Denials of an employee's request for Sick Pay will be provided in writing to the employee with an explanation of the reason for the denial. Sick Pay may be denied, for example, if the employee did not provide sufficient information about the need for paid sick leave; the reason given by the employee did not qualify for Sick Pay; the employee did not indicate when the need would arise; or the employee did not have a sufficient balance of Sick Pay available to cover the request.

Employees who abuse the Sick Pay program by engaging in deceptive behaviors or providing fraudulent documentation are subject to corrective action, up to or including termination.

Sick Pay may not be used for routine day care situations or to care for a child when day care arrangements are not available (e.g. day care or school is closed for the day or week, inclement weather, care-giver is sick, etc.).

Sick Pay must be taken in no less than fifteen minute increments, and does not have to be used consecutively.

Sick Pay may not be used for:

- A claim denied by a third party administrator for Extended Illness/Injury Absence
- A claim approved under STD 66 2/3% (to make up the difference)
- A claim approved under STD at 100% (no "double dipping")

If an employee exhausts all of his/her Sick Pay for the calendar year, the employee, with supervisory approval, may use available vacation time or personal holidays to continue pay while off work. Otherwise, the time away from work will be unpaid.

#### **Other Considerations**

Regular employees may carry over up to 80 hours of unused Sick Pay from year to year, up to a maximum balance each calendar year of 120 hours. Temporary employees may carry over up to 56 hours of unused Sick Pay from year to year, up to a maximum of 56 hours. Temporary employees will only have sick leave if it continues to be a requirement of Executive Order 13706.

Employees will not be paid for unused Sick Pay at the end of the year or when they leave the Company.

#### **Doctor/Dentist Appointments**

Sick Pay may be used for employees' routine doctor/dentist appointments, such as yearly physical examinations and dental check-ups, as well as appointments for non-work related personal illnesses or injuries.

Supervisors should encourage employees to schedule routine appointments on scheduled days off whenever possible.

#### **Extended Absence for Non Work-Related Personal Illness or Injury**

In the event an employee must be absent for three or more consecutive calendar days for a non-work related illness or injury, the employee should notify his or her supervisor and contact the myHR Service Center at 888-465-1300 and select "Leaves, Disability, and FMLA" to speak with a Leaves Specialist. Employees also should review the Leave of Absence Procedure for information and guidance on necessary additional steps.

If an employee must remain off work for more than seven continuous calendar days due to a non-work related personal illness/injury, the employee may be eligible for STD benefits for potential pay of 100% or 66 2/3% based on years of service at the beginning of the continuous absence. STD is administered by the Company's third party administrator, and requires employees to provide supporting documentation in a timely manner. Please refer to the Short Term Disability Summary Plan Description available on the Your Benefits Resources website via the Employee Center > Benefits Health & Insurance page for additional information on this benefit.

Sick paid time off applied during the STD seven day elimination period will not be replenished if/when the STD claim is approved. However, Bargaining Unit Employees hired before January 1, 2017 will receive a separate bank of forty (40) hours of additional paid leave that may be used only to cover an STD elimination period. Once approved for STD, a Bargaining Unit Employee may, at the employee's option, utilize all or part of the hours from this bank, Sick/Dependent Care hours, or vacation pay, or any combination thereof, to cover the STD elimination period. This bank of paid leave hours will not be refreshed by the Company once depleted

### **Employee Responsibilities**

An employee is required to notify his/her supervisor of the need to utilize Sick Pay for a dependent prior to taking the time off whenever possible. In emergency situations, the employee should contact his/her supervisor as soon as possible. The employee also should consider other Company policies that may be applicable, such as the Leave of Absence policy or Vacation Policy.

### **Supervisor Responsibilities**

The supervisor needs to determine how many days/hours of an absence qualify for Sick Pay by asking questions and applying this policy. Eligibility for SickPay is determined by the criteria contained in this policy. In situations that do not qualify for SickPay, the employee may need to request vacation or excused unpaid time off.

Supervisors also should consider the employee's attendance/availability record and consider whether the FMLA applies to the situation. Supervisors should work with employees to explore all options for handling frequent or long-term dependent care needs. Using vacation, unpaid FMLA, or unpaid personal time may be possible options, with supervisory approval. Supervisors should consult their HR Business Partner with any questions or concerns.

### **Hardship**

Hardship Pay is an option of last resort for management to consider when employees require time off work for extraordinary circumstances, but have exhausted or do not qualify for paid time off under the Sick and Family Care Policy, STD Plan, LTD Plan, Vacation, or Personal Holiday days. Employees in this situation may request special consideration for additional paid time off as approved by management. In such cases, the supervisor should consult with the HR Business Partner for additional guidance and approval prior to paying the employee. To the extent FMLA applies to the employee's circumstances, FMLA (which is unpaid) will be provided at the same time as the hardship time off.

When approved by management, hardship paid time off provides additional pay for regular employees due to extraordinary circumstances. Hardship paid time off may apply when the employee's situation does not qualify for another form of paid leave or the employee has exhausted a paid time off benefit (such as in intermittent leave or dependent care situations), but is not appropriate when an employee has been denied STD or LTD benefits.

Examples of otherwise unpaid absences that may qualify for hardship paid time off include but are not limited to:

- Treatment of a critical illness, a terminal health condition or hospitalization of employee or his/her immediate family member (spouse, domestic partner, parent, child) or
- To assist an immediate family member with outpatient surgery, medical tests or other serious medical conditions,
- Return to work from a medical leave on a reduced schedule or intermittent follow up therapy,
- An intermittent absence resulting from a critical, terminal, or serious health condition.

### **Requesting Hardship**

The employee may request hardship pay using a Hardship Request Form that can be found on the portal. The employee must provide an explanation of the hardship need and supply documentation that supports the claim for hardship.

### **Granting Hardship**

When an employee submits a hardship request, the supervisor must consult with the HR Business Partner, who can assist in making a decision on whether to grant the request and the amount of time to be allowed. Management determines the length of time to grant for hardship on a case-by-case basis, and can grant full, partial, or no additional paid time off. Approval is required by the department VP/designee.

### **Supervisor's Role**

1. Review all relevant information before deciding to grant the hardship such as:
  - Consider qualification for FMLA (continuous, intermittent, reduced work schedule leaves)
  - Consider integration with other processes and regulations such as Workers' Compensation or ADA
  - Ensure all sick paid time off and other paid time off options have been exhausted (such as vacation and personal holidays)
  - Consider availability/attendance for previous three years
  - Consider performance and performance history
  - Compare past case history and comparables within the department
  - Consider impacts of absence on business needs
  - Consider seriousness of illness/injury
  - Consider extenuating circumstances related to absence

Discuss the situation with his/her management and HR Business Partner before formalizing the hardship approval. Ensure appropriate documentation of the hardship and understand any potential integration with leaves of absence, Workers' Comp or accommodations processes.

2. Document recommendation and obtain approval from the department head/designee.
3. Communicate the final decision to the employee.

- In the event a hardship is denied, the employee, upon his/her request, will be orally informed of the reasons for the denial of the hardship benefit.
- Additional paid time off for hardship would be coded as Excused Absence Paid or Leaves-Excused Absence Paid.
- At the beginning of a new calendar year when all sick paid time off, vacation and personal holiday is granted in the MyTime system, the employee is expected to use and exhaust these paid time off benefits instead of continuing to apply the Excused Absence Paid time off code in the new year.

**Item X (M-56) Health and Welfare Benefits**

**Health and Welfare Benefits:**

**Medical, Dental, Vision, Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance, Business Travel Accident (BTA) Insurance, Health Care and Dependent Care Spending Accounts and Employee Assistance Program (EAP)**

Effective January 1, 2017, bargaining unit employees represented by the IBEW SCU-8 ("Bargaining Unit Employees") will continue to be eligible to participate in the following Duke Health and Welfare Plans/Programs, in accordance with their terms which are incorporated herein by reference:

- Duke Energy Active Dental Plan
- Duke Energy Active Vision Plan
- Duke Energy Active Basic Life Insurance Plan
- Duke Energy Active Supplemental & Dependent Life Insurance Plan
- Duke Energy Basic, Supplemental & Dependent Accidental Death & Dismemberment Plan
- Duke Energy Business Travel Accident Insurance Plan
- Duke Energy Health Care Spending Account Plan and Duke Energy Dependent Care Spending Account Plan
- Duke Energy Employee Assistance Program

The existing benefits under the above listed Plans/Programs are described in the attached Summary Plan Descriptions (SPDs) and 2017 Summary of Material Modifications (SMM).

Bargaining Unit Employees will be provided the benefits in the Duke Health and Welfare Plans/Programs listed above, in accordance with the terms set out in the applicable plan documents, SPDs and SMM. Notwithstanding anything to the contrary in the applicable plan documents, SPDs and/or SMM, during the term of the 2016-2019 Memorandum of Agreement (MOA), the design of the benefits provided under the Duke Health and Welfare Plans/Programs cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance and (iii) for administrative changes. This commitment will not preclude the Company from changing contribution amounts for Bargaining Unit Employees for the term of the MOA, to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as all employees of Duke Energy covered under such Plans/Program.

#### **Medical Benefits**

A. During 2017, 2018 and 2019, Bargaining Unit Employees will be able to participate in the following Duke Energy Active Medical Plan options/benefits as set forth below:

1. PPO2 Option set out in the Duke Energy Active Medical Plan, per the attached SPD and SMM in accordance with their terms. Notwithstanding anything to the contrary in the SPD and SMM, during the term of the MOA, the design of benefits provided in the PPO2 Option as set forth in such SPD and SMM cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, (iii) for administrative changes and (iv) as provided in "Medical Benefits - Active Employees" and the related Exhibit 1. This commitment will not preclude the Company for the term of the MOA, from changing contribution amounts for Bargaining Unit Employees participating in the PPO2 Option of the Duke Energy Active Medical Plan to reflect cost changes.
2. Out-of-Area Option or HSP Out-of-Area Option (collectively "Out of Area Option") set out in the Duke Energy Active Medical Plan, per the attached SPDs in accordance with their terms. Notwithstanding anything to the contrary in those SPDs, during the term of the MOA, the design of benefits provided in the Out-of-Area Option as set forth in such SPDs cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance,



(iii) for administrative changes and (iv) as provided in “Medical Benefits - Active Employees” and the related Exhibit 1. This commitment will not preclude the Company, for the term of this MOA, from changing contribution amounts for Bargaining Unit Employees participating in the Out-of-Area Option of the Duke Energy Active Medical Plan for the term of the MOA, to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as all employees of Duke Energy covered under such Out-of-Area Option.

3. Health Savings Plan 1 and Health Savings Plan 2 Options set out in the Duke Energy Active Medical Plan, per the attached SPDs in accordance with their terms. Notwithstanding anything to the contrary in the SPDs, during the term of the MOA, the design of benefits provided in the Health Savings Plan 1 and Health Savings Plan 2 Options, as set forth in such SPDs, cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, (iii) for administrative changes and (iv) as provided in “Medical Benefits - Active Employees” and the related Exhibit 1. This commitment will not preclude the Company, for the term of the MOA, from changing contribution amounts for Bargaining Unit Employees participating in the Health Savings Plan 1 or Health Savings Plan 2 option of the Duke Energy Active Medical Plan to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as all employees of Duke Energy covered under the Health Savings Plan 1 and Health Savings Plan 2 Options.
4. Wellness benefits set out in the Duke Energy Active Medical Plan, per the applicable SPDs in accordance with their terms, on the same basis as provided to non-bargaining unit employees of Duke Energy. The Company will have the right to amend or modify but not to terminate the wellness benefits, as long as any such changes apply to both Bargaining Unit Employees and non-bargaining unit employees.

The Company will provide the Union with notice of any changes to the above-described benefits, at an Annual Benefits Review meeting prior to open enrollment each year.

**Item X (M-57) Medical Benefits - Active Employees****Medical Benefits - Active Employees**

Notwithstanding anything in M-56 to the contrary, the Duke Energy Active Medical Plan coverage of eligible bargaining unit employees represented by IBEW SCU-8 may be amended as described below effective for periods after December 31, 2017, provided such changes also apply to non-bargaining unit employees to the extent such coverage option is available to them:

- The PPO2 Option set out in the Duke Energy Active Medical Plan may be amended within the parameters set forth in the attached **Exhibit 1**.
- The Out-of-Area Option set out in the Duke Energy Active Medical Plan (but not the HSP Out-of-Area Option) may be amended within the parameters set forth in the attached Exhibit 1.
- All coverage options under the Duke Energy Active Medical Plan will be amended to provide that Dialysis provided by an out-of-network provider is excluded from coverage under the Duke Energy Active Medical Plan.
- All coverage options under the Duke Energy Active Medical Plan will be amended to provide that a Medicare Reimbursement Rate will be used instead of a Reasonable and Customary Rate when determining the benefits payable for services provided by an out-of-network provider under the Duke Energy Active Medical Plan.

**Item X (M-59) Sick Pay, Hardship Policy, STD, LTD and Leaves of Absence****Duke Energy Florida – IBEW SCU-8 Bargaining Unit Employees****Sick Pay, Dependent Care Pay, Hardship Pay, Short Term Disability, Long Term Disability and Leave of Absence**

Effective January 1, 2017, bargaining unit employees represented by IBEW SCU-8 (“Bargaining Unit Employees”) will be covered by the following: the IBEW SCU-8 Bargaining Unit Sick and Family Care and Hardship Policy, the Duke Energy Short Term Disability Plan applicable to Bargaining Unit

Employees (“IBEW SCU-8 Bargaining Unit STD Plan”), and the Leave of Absence Policy for Florida Bargaining Unit Employees. These negotiated policies, plans and/or related summary plan descriptions (“SPDs”) are attached to this proposal. In addition, Bargaining Unit Employees will be covered under the Duke Energy Long Term Disability Plan (“Duke LTD Plan”), per the terms below and the attached SPD.

Notwithstanding anything to the contrary in the applicable plan documents and/or SPDs, during the term of this MOA, the design of the benefits provided under the IBEW SCU-8 Bargaining Unit Sick and Family Care and Hardship Policy, the IBEW SCU-8 Bargaining Unit STD Plan, and the Leave of Absence Policy for Florida Bargaining Unit Employees cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which the Company determines to be necessary for legal compliance and (iii) for administrative changes.

Bargaining Unit Employees will be provided the benefits in the Duke LTD Plan on the same basis as provided to non-bargaining unit employees of Duke Energy. Bargaining Unit Employees will be provided the benefits in the Duke LTD Plan, in accordance with the terms set out in the applicable plan document and SPD. Notwithstanding anything to the contrary in the applicable plan document and/or SPD, during the term of this MOA Agreement, the design of the benefits provided under the Duke LTD Plan cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes necessary for legal compliance and (iii) for administrative changes. This commitment will not preclude the Company, for the term of the MOA, from changing contribution amounts for Bargaining Unit Employees to reflect cost changes, provided, premium contributions for Bargaining Unit Employees will be the same as all employees of Duke Energy covered under the Duke LTD Plan.

**Item X (M-60) Post Retirement Medical****Post Retirement Medical**

Bargaining unit employees represented by the IBEW SCU-8 (“Bargaining Unit Employees”) who retire\* during the term of the 2016–2019 Memorandum of Agreement (MOA) will be eligible for post retirement medical, dental and vision options during the term of the MOA as follows:

- Effective January 1, 2017, eligible Bargaining Unit Employees who retire during the term of this MOA who have not reached age 65 will be able to participate in the:
  - Standard PPO Option set out in the Duke Energy Retiree Medical Plan in effect on January 1, 2017; during the term of the MOA, the design of benefits provided in the Standard PPO Option cannot be amended or terminated for Bargaining Unit Employees who retire during the term of the MOA, except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, and (iii) for administrative changes. This commitment will not preclude the Company from changing contribution amounts for participants to reflect cost changes.
  - Health Savings Plan 1 Option (“HSP 1 Option”) set out in the Duke Energy Retiree Medical Plan in effect on January 1, 2017; during the term of the MOA, the design of benefits provided in the HSP1 Option cannot be amended or terminated for Bargaining Unit Employees who retire during the term of this MOA, except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, and (iii) for administrative changes. This commitment will not preclude the Company from changing contribution amounts for participants to reflect cost changes.
  - Catastrophic B Option set out in the Duke Energy Retiree Medical Plan in accordance with its terms, on the same basis as provided to other enterprise retirees. The Company will have the right to amend or modify, but not terminate, this option as long as any such changes apply to enterprise retirees. The Company will provide the Union with notice of any changes to the above-described benefits, at an Annual Benefits Review meeting prior to open enrollment each year.
  - Standard Out-of-Area Option set out in the Duke Energy Retiree Medical Plan in accordance with its terms, on the same basis as provided to other enterprise retirees. The

Company will have the right to amend or modify, but not terminate, this option as long as any such changes apply to enterprise retirees. The Company will provide the Union with notice of any changes to the above-described benefits, at an Annual Benefits Review meeting prior to open enrollment each year.

- The options set out in the Duke Energy Retiree Dental and Vision Plans, in accordance with their terms, on the same basis as provided to other enterprise retirees. The Company will have the right to amend or modify, but not terminate, these options as long as any such changes apply to enterprise retirees.
  - The Company will provide the Union with notice of any changes to the above-described benefits at an Annual Benefits Review meeting prior to open enrollment each year.
- Eligible Bargaining Unit Employees who retire during the term of the MOA after having attained at least age 50 and completing at least 5 years of service, and who are age 65 or older may elect individual medical, dental and vision coverage options through a Medicare Coordinator and no post-65 subsidy for retiree medical, dental or vision will be available, pursuant to Item 37 of the 2013 Memorandum of Agreement.
  - Eligible Bargaining Unit Employees who retire during the term of this MOA after having attained at least age 50 and completing at least 5 years of service, but who are not yet age 65 will be eligible for access to retiree medical, dental and vision coverage, pursuant to Item 37 of the 2013 Memorandum of Agreement.
  - The Company will continue to provide contributions towards the cost of pre-65 post-retirement healthcare coverage, in the form of credits to a Subsidy Health Reimbursement Account ("Subsidy HRA"), for Bargaining Unit Employees who retire after January 1, 2015 and who are: (1) in a group eligible for a medical subsidy under the rules in effect prior to January 1, 2015 and (2) at least age 55 with at least 10 years of service at retirement, pursuant to Item 37 of the 2013 Memorandum of Agreement and the Health Reimbursement Account Notification Letter dated April 10, 2014. The amount of the pre-65 medical subsidy will vary based on age as follows:
    - Eligible Bargaining Unit Employees age 50 or older by January 1, 2015 will receive a pre-65 subsidy of \$350 per month plus \$175 per month for spouse/domestic partner.

- Eligible Bargaining Unit Employees younger than age 50 as of January 1, 2015 will receive a pre-65 subsidy of \$250 per month plus \$125 per month for spouse/domestic partner.

The terms of this document will apply at this time only to Bargaining Unit Employees who terminate from employment during the term of the MOA. As set forth in the Health Reimbursement Account Notification Letter dated April 10, 2014, for the term of the MOA, the Company will administer the Subsidy HRA benefit to eligible retired Bargaining Unit Employees on the same basis as for retired non-bargaining unit employees of the Company. The Company will have the right unilaterally to amend and modify, but not terminate, the terms of the Subsidy HRA benefit, provided that any such changes will apply to both Bargaining Unit Employees and non-bargaining unit employees. However, once amounts are credited to the Subsidy HRA, they will not be reduced by amendment, except to the extent necessary or appropriate to comply with changes in the law. In addition, the Company agrees not to change the definition of eligible Subsidy HRA expenses, except to the extent necessary to comply with changes in the law. The Company will review any changes to the above-described benefits with the Union at the Annual Benefits Review meeting prior to open enrollment each year.

\* For purposes of this document, the term "retire" will refer to a Bargaining Unit Employee's termination from employment after having satisfied the applicable eligibility requirements for subsidized or unsubsidized access to retiree medical, dental or vision coverage maintained by the Company as set forth in Item 37 of the 2013 Memorandum of Agreement.

In the event that the Medicare eligibility age is changed during the term of the MOA, the parties agree to meet and negotiate regarding potential changes to the pre-65 and post-65 provisions described above for active Bargaining Unit Employees and for those employees who retire during the term of this MOA.

**Item X (M-61) Medical Benefits – Retirees**

**Medical Benefits – Retirees**

Notwithstanding anything in M-60 to the contrary, the Duke Energy Retiree Medical Plan coverage of eligible bargaining unit employees represented by IBEW SCU-8 who retire during the term of this MOA may be amended as described below effective for periods after December 31, 2017, provided such changes also apply to enterprise retirees to the extent such coverage option is available to them:

- The Standard PPO Option set out in the Duke Energy Retiree Medical Plan may be amended within the parameters set forth in the attached **Exhibit 2**.
- The Standard Out-of-Area Option set out in the Duke Energy Retiree Medical Plan may be amended within the parameters set forth in the attached Exhibit 2.
- All coverage options under the Duke Energy Retiree Medical Plan will be amended to provide that Dialysis provided by an out-of-network provider is excluded from coverage under the Duke Energy Retiree Medical Plan.
- All coverage options under the Duke Energy Retiree Medical Plan will be amended to provide that a Medicare Reimbursement Rate will be used instead of a Reasonable and Customary Rate when determining the benefits payable for services provided by an out-of-network provider under the Duke Energy Retiree Medical Plan.

**Item X (M-62) Excise Tax****Duke Energy Florida – IBEW SCU-8 Bargaining Unit Employees  
Memorandum of Understanding Regarding Excise Tax**

Under current law, the excise tax provision of the Patient Protection and Affordable Care Act, as amended (the “ACA”), is scheduled to become effective January 1, 2020. When effective, the excise tax will apply to “high-cost health coverage” as that term is defined in the ACA.

The potential impact of the excise tax on the Duke Energy Active and Retiree Medical Plans will continue to be monitored by the Duke Energy Health & Insurance team. In the event further changes to the Duke Energy Active Medical Plan and/or the Duke Energy Retiree Medical Plan coverage available to active bargaining unit employees and/or bargaining unit employees who retire during the term of this MOA are necessary to avoid the excise tax, the parties agree to meet to negotiate the necessary changes to coverage.

**Item X (M-63) Retirement Benefits****Retirement Benefits**Retirement Benefits for New Hires and Rehires

Bargaining Unit Employees represented by IBEW SCU-8 (“Bargaining Unit Employees”), including temporary employees, hired or rehired prior to January 1, 2018 will continue to participate in the Bargaining Unit Employees of Florida Progress Corporation (“Florida Bargaining Plan”), as it may be amended as provided below. Bargaining Unit Employees, including temporary employees, hired on or after January 1, 2018 will not be eligible to participate in the Florida Bargaining Plan (including the final average earnings and cash balance formulas) or its successor or any other defined benefit pension plan maintained by the Company. Bargaining Unit Employees, including temporary employees, rehired on or after January 1, 2018, will have their benefits frozen under the Florida Bargaining Plan or its successor or any other defined benefit pension plan maintained by the



Company; that is, no additional benefits will be earned following rehire and such participants will continue to be eligible to receive the benefits they earned prior to rehire in accordance with the terms of the Florida Bargaining Plan or other plan.

For Bargaining Unit Employees, including temporary employees, hired or rehired on or after January 1, 2018, the Company will provide an annual Employer Retirement Contribution to the Duke Energy Retirement Savings Plan ("RSP") in the amount of 4% of the employee's actual base pay earnings paid, including any lump-sum pay increases to base pay when actually paid, in accordance with the RSP plan documents. Such newly hired or rehired Bargaining Unit Employees also will be eligible for the Company Matching Contribution equal to 100% of the before-tax/Roth contributions made up to 6% of eligible earnings, as set forth in Item 39 of the 2013 Memorandum of Changes, in accordance with the RSP plan documents on the same basis as Bargaining Unit Employees hired or rehired prior to January 1, 2018.

The complete provisions of the Company's retirement plans are set forth in the plan documents, which may be amended to make administrative changes, legally-required changes and/or technical changes that do not reduce the benefits formula. In the event of a conflict between any other communication and the plan documents themselves, the plan documents control.

**Item X (M-64) Housekeeping Items**

In order to align the relevant language in the MOA with the changes made as the result of the MLARC MOU dated June 20, 2013, the following change to Article VII, Section 2(C) is required:

**Revise Article VII, Section 2(C) as follows:**

(3) During the second (2<sup>nd</sup>), ~~and~~ third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) steps, Lineman Apprentices may work on energized primary lines and equipment with direct supervision. Apprentices in this step may work on de-energized lines and equipment without supervision provided there is a Journeyman on the job site.

(4) (a) During the ~~fourth (4<sup>th</sup>)~~ fifth (5<sup>th</sup>) step, Lineman Apprentices may work on any energized lines or equipment without supervision, when in the opinion of the supervisor it is safe for them to do so. They will be upgraded to Journeyman when performing such work, except as noted below in Paragraph (b). Lineman Apprentices must be capable of performing work on energized lines and equipment without direct supervision to be considered for upgrade.

**Pursuant to the Meter Reading Job Restructuring MOU, dated August 27, 2014, remove the Data Collector classification in Exhibit A of the MOA and add the new Meter Data Collector classification. Replace the references to Data Collector within the MOA with Meter Data Collector as follows:**

**Article VI, Section 2(C)**

(15) Meter Data Collectors

(a) Meter Data Collectors shall be scheduled 5-8s or 4-10s, Monday through Friday, at Management's option, per workweek, exclusive of meal time, with days off being consecutive. When a Meter Data Collector is assigned to a regular daily work period beginning later than 1:00 p.m., he/she shall work eight (8) or ten (10) consecutive hours. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules. There shall be no manual meters read after dark.

(b) Management, at its discretion for a particular work location, may implement a work schedule with a combination of 5-8's and 4-10's, if such a schedule is voted upon by a majority of the employees at that work location. Seniority shall be respected in the assignment of schedules. Employees will not work scheduled 8's and 10's within the same work week. A return to the schedules in paragraph (a) can be made for any work location at management's option, or if voted on by a majority of the employees at a work location, but in either case no earlier than six (6) months after the vote.

**Replace all remaining references to R & D Man, not previously changed in the MOA, with Field Services Representative as follows:**

**Article III, Section 12(B)(3)**

(3) For purposes of temporary assignment to the ~~R & D Man~~ Field Services Representative classification the Company at its discretion may upgrade a qualified Lineman Apprentice or a qualified Meter Reader based upon the business need. Upgrade shall be offered by seniority. The senior available employee regularly assigned in each location who is qualified to do a good, workmanlike job will be given such temporary assignment.

**Article VI, Section 5(D)**

(D) When the Company determines the need for Company resources to respond to emergent call-outs in the Line Department in Distribution, Transmission Line, and/or in the ~~R & D Man~~ Field Services Representative classification, the Company shall call the affected overtime call-out list at the headquarters, at least one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from that headquarters, the Company shall utilize the overtime call-out list at a neighboring headquarters utilizing the regular call-out list at least one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee. If sufficient employees still do not respond to the call-out, then the Company, at its discretion, may utilize other available resources to restore service.

**In Exhibit "D" of the MOA, update the Fleet Services Lead Position MOU with the revised language, agreed to and signed by the parties on 8/26/16.**

**In Exhibit "A" of the MOA, eliminate the Building Maintenance Department (09) per Item 105 of the 2005 Memorandum of Changes.**

**Item X (M-65) Memoranda of Understanding**

The following Memoranda of Understanding (MOUs) should be extended for the term of the new contract.

**Energy Delivery**

1. Amended MOU on Lineman Apprentice Training Crews that was an attachment to the 2012 Memorandum of Changes and previously extended in the 2013 Memorandum of Changes.

**Fossil Hydro**

1. MOU on Crystal River Maintenance Organization – Production previously renewed in the 2012 Memorandum of Changes.
2. MOU on Crystal River Maintenance Organization – Stores previously renewed in the 2012 and 2013 Memorandum of Changes.

**Transmission**

1. MOU on Transmission/Substation/SP&C Scheduling Issues dated July 11, 2012. Previously extended in the 2012 and 2013 Memorandum of Changes.

Duke Energy – Florida

and

IBEW System Council U-8

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Richard V. M. Krotseng  
Director, Labor Relations – Florida

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Scott M. Demetree  
Business Manager