

AGREEMENT

This agreement made and entered into this 14th day of June, 1947, by and between Duke Energy Florida, Inc., f/k/a/ Florida Power Corporation, a corporation in the State of Florida, their successors and assigns, hereinafter called the "Company," and the International Brotherhood of Electrical Workers, System Council U-8, representing I.B.E.W. Local Unions 433, Inglis; 626, Avon Park; 682, St. Petersburg; 1412, Winter Park; and 1491, Enterprise, Florida, hereinafter collectively referred to as the "Union" and individually as "Local Union."

WITNESSETH: That for the purpose of facilitating the fair, orderly and prompt adjustment of any disputes which may from time to time arise, establishing working conditions, rates of pay and hours of work, and of promoting harmony and efficiency in the departments of the Company where members of the Union are employed, the parties hereto contract and agree with each other as follows, to-wit:

ARTICLE I

Recognition and Representation

Section 1

(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, 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.

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(1) In the event that the Company reorganizes and one or more Strategic Business Units (SBU's) become separate companies, the Union agrees that upon request by the Company, the Union will bargain in good faith to establish a separate labor agreement or agreements for the new company or companies. Further, if state or federal legislation is enacted to establish retail competition in the electric utility industry during the term of this agreement, the Union agrees that upon request by the Company, negotiations will be opened to revise this Agreement. The Company agrees that in the absence of such request(s), the existing agreement will apply.

(B) All employees covered by this agreement are included in the classifications set forth in the wage schedules attached hereto as "Exhibit A" and are hereinafter referred to as "employee."

(C) Memorandum of Understanding concerning Crystal River Plant Unit No. 3 is attached hereto as "Exhibit B."

(D) The above shall not be interpreted to prevent management from rewarding Bargaining Unit shops or crews for achievement of safety or performance goals or for superior safety or performance. In addition, the above shall not prevent the Company from rewarding individual Bargaining Unit employees in accordance with the following Duke Energy enterprise and Duke Energy Florida programs:

- James B. Duke Award
- Exceptional Contribution Award
- Principle of Action Award

Bargaining Unit Employees will be eligible to participate on the same basis as non-Bargaining Unit employees in these Duke Energy enterprise and Duke Energy Florida programs. The phrase, "Participate on the same basis as non-Bargaining Unit employees" means that the rules for eligibility and administration of these programs are the same for bargaining and non-Bargaining Unit employees. The Company has the right to make changes to or discontinue the Duke Energy enterprise and Duke Energy Florida programs specified in this paragraph as long as it does so for both groups. Additional programs proposed by either party will be negotiated between the Company and the Union.

ARTICLE I

Section 2

(A) A regular employee is one who is employed by the Company on a job within the classifications covered by this agreement for the purpose of performing such work as has to be done continuously and regularly.

(B) All employees hired on a regular basis are to serve a probationary period of six (6) months from the original date of regular employment and are to be considered as on trial during such a period. During this trial period, such employees should show an aptitude for the work in which they are engaged and the ability and desire to advance to the skilled classifications. In the event an employee makes a voluntary transfer or is promoted, the probationary period may be extended an additional six (6) months when notified by the Company, in writing, delivered to the Union at least fifteen (15) days prior to the expiration of the six (6) month period. During their probationary period and for a period of six (6) months thereafter, not to exceed a total of twelve (12) months, employees have no bidding rights under Article III of this Agreement, except for a bid to a higher job classification or if there is a reduction in force per Article III, Section 8 (A). The Company may, at its option, transfer or dismiss employees during their probationary period. Should an employee who is dismissed during his/her trial period later become re-employed, he/she shall receive credit, for purposes of Company and department seniority, only for the time he/she was actually employed during the original trial period. However, in all other matters these employees shall be entitled to benefits provided by this agreement.

(C) (1) A temporary employee is one who is employed by the Company on a job within the classifications covered by this agreement for a limited time on a purely temporary basis for a period not to exceed six (6) months. If temporary employment, other than employment on a contingent basis, continues for more than six (6) months, the job shall be considered as a regular job and posted accordingly.

(2) A temporary or casual employee will receive wages, overtime pay and meals as provided for in this agreement.

(3) In the event new construction is contracted out, such work shall be performed under the applicable building trades wages and conditions.

ARTICLE I and ARTICLE II

(D) A reasonable number of newly assigned engineers may be assigned work in any department in classifications covered by the Bargaining Unit as a part of their training and, while so employed, shall neither be affected by provisions of this Agreement, nor shall their employment affect the status of employees covered by this Agreement. They shall work under the direction of a Journeyman and shall not affect the regular crew make-up. No engineers shall work at any one job or classification for a period in excess of six (6) months.

(E) Temporary student employees will be held to a minimum and shall not affect the hiring of regular employees. These employees will be paid according to the jobs to which they are assigned.

ARTICLE II

Company-Brotherhood Relations

Section 1

(A) The Union recognizes that the management of the Company and the direction of the working affairs, including the right to hire, discipline, suspend, discharge, promote, demote, or transfer, for sufficient and reasonable cause, to establish and enforce rules and regulations consistent with any applicable terms of this agreement, remain with and are vested in the Company; subject, however, to the employees' rights for adjustment through the grievance procedure.

(B) The Company confirms that the regular Bargaining Unit employees represented by the Union are the primary workforce for performing work that is done on a regular and continuous basis by classifications listed in Exhibit "A". However, the Company has the right to subcontract work; the Company agrees not to lay-off any regular employee as a direct result of such action. In the event that there are regular employees on layoff with seniority (per Article III, Section 8) within the same plant or work headquarters where the Company intends to subcontract work normally done by regular Bargaining Unit employees, employees qualified to perform that work will be recalled from layoff. For purposes of this paragraph, a layoff does not include the abolishment of a vacant position or a transfer of positions.

ARTICLE II

(C) The Company and the Union agree to meet annually to review the nature and extent of work that the Company reasonably anticipates it will contract out in the next twelve (12) months. At such meeting, the Company will consider any work rule improvements or suggestions offered by the Union that have the potential to reduce the Company's utilization of subcontractors.

Section 2

An employee shall have the right to join or not to join the Union, as he individually prefers, it being agreed that there shall be no discrimination or coercion by the Company or the Union or their representatives in connection with the wishes of the individual employee in this regard.

Section 3

The Union shall be permitted to use space on bulletin boards of the Company in departments or divisions where members of the Union are employed, under the terms of this agreement, for posting official notices of the Union for its membership.

Section 4 – This section was deleted during 2002 Negotiations.

Section 5

The Company agrees, upon the written individual request of any employee who is a member of the Union, and until such authority is revoked in writing by such employee, to deduct from the pay of such employee such monthly dues as he shall specify as payable to the Union.

Section 6

(A) The Union and its members agree that during the continuation of this agreement there shall be no strikes, walk-outs, sit-downs, or other concerted cessation or delay of work by the Union or its members. The Company, on its part, agrees that during the continuation of this agreement there shall be no lock-outs of the Union or its members, it being the desire of both parties hereto to provide uninterrupted and continuous service and to determine and settle all questions, disputes and controversies under this agreement by the grievance and arbitration procedures provided herein.

ARTICLE II

(B) In the event that any violation of the preceding paragraph (A) occurs which is not authorized by the International Brotherhood of Electrical Workers, the Union or any Local Union, the Company agrees that there shall be no liability on the part of the Brotherhood or the Local Union or its officers, representatives or affiliates, provided that in the event of such unauthorized action the Brotherhood and the Local Unions first meet the following conditions:

(1) To declare publicly that such action is unauthorized.
(2) To promptly order the members of the Brotherhood to return to work.

(3) That the Brotherhood and the Local Union shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in or encouraging any unauthorized strike, concerted cessation or delay of work on the part of the employees of the Company.

Section 7 – Loyalty and Efficiency

(A) It is the policy of the Union to encourage all members and other employees to render loyal and efficient service to the Company. The Union will take proper measures that are within its authority to see that this policy is followed by the membership. The Union recognizes that as a public utility it is of great importance for the Company to have good public relations and will continue to encourage and influence Union members to make themselves available for emergency work and at all times deal with the public in a courteous manner. Officers of the Company and the Union and its members shall in all matters pertaining to this agreement take into consideration that the Company is a public service corporation and that the safety and good will of the general public, including the customers of the Company, and the continuity of service to them are of primary importance. The Union is contracted to do all overtime work in the same manner as straight time work. An employee is required to work overtime hours when requested unless he has a justifiable reason to excuse himself from doing so.

(B) The parties hereto agree that they have a common interest in maintaining harmonious relations and that representatives of the Company and the Union will put forth their best efforts to that end.

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Section 8

When anything unfavorable to an employee is formally entered in his official personnel files, which deals with conditions originating after employment with the Company, the employee will be furnished a copy of the same in order that he may clear up any portion of the entry which he considers unfair to him. He may resort to the grievance procedure if he so desires.

Section 9

(A) Except as provided elsewhere in this agreement, when a qualified Bargaining Unit employee is reasonably available, manufacturer or vendor representatives, supervisors, or other Company employees will not do work normally done by Bargaining Unit employees except during emergencies or for the purpose of instructing.

(B) The parties agree that hauling of materials, supplies and equipment is not the exclusive work of Bargaining Unit personnel. Supervisors and other Non-union personnel will continue to do so only in the interest of efficiently expediting Company operations.

(C) Non-Bargaining Unit employees will not make special trips between cities for the exclusive purpose of hauling heavy materials normally handled by Bargaining Unit employees.

Section 10

(A) The desirability of an employee living in the service area of the Company is recognized.

(B) Production Department employees, Energy Control Center employees, Transmission Line Maintenance employees and Stores Department employees shall live within one (1) hour travel time of their reporting headquarters. Employees shall make a permanent move within nine (9) months after reporting to the new headquarters.

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

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(D) All employees, other than those in the Production Department, shall make a permanent move within nine (9) months after reporting to the new headquarters.

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.

Section 12

Management and the Union Committees will meet at least once a year no later than October 1st for a full and complete discussion of the Employee Benefit Plans-- medical insurance, life insurance, employee retirement plan, and savings plan. The purpose of the meeting will be to discuss the operation, status, and cost of the various plans. This will be for the purpose of a full understanding of the plans and is not intended for the purpose of negotiating changes.

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Seniority, Promotions, Demotions, Transfers, Lay-Offs, and Re-employment

Section 1

(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) Deleted during 2016 Negotiations
- (5) System Protection and Control Department

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- (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)

(B) Effective 1984, employees in the Central Repair Department and their seniority will be separated into a new seniority group from Substation Construction and Substation Maintenance Departments. Incumbents in the Central Repair function at the time of separation will retain their seniority dates in the Central Repair seniority group after separation, and for two (2) years following ratification of the contract in 1984 they may use these dates when applying for positions in Substation Construction and Substation Maintenance Departments.

(C) The departmental seniority of a regular employee shall date from the first day he reports for duty, subject to applicable seniority clauses herein. In the event of a job bid or roll or to address other seniority benefit issues, where more than one (1) employee in a seniority group has the same departmental seniority date, their relative departmental seniority date will be determined by the employee whose last name comes first in the alphabet. Such employee will be considered the most senior, and so on. In the above event, if employees have the same last name, the employee whose birth date (month and day) is closest to January 1 will be considered the most senior. This department seniority date will be determined as necessary at the time of a job bid or roll or to address other seniority benefit issues should more than one (1) employee involved have the same departmental seniority date.

(D) (1) Temporary employees who were transferred to a regular job between September 26, 1949, and November 3, 1958, shall not be allowed seniority prior to the date of transfer. However, for all other purposes his length of service with the Company shall date from his original continuous employment.

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(2) Effective November 3, 1958, employees who are transferred to regular jobs will be allowed seniority from the date of continuous employment with the Company, provided the regular job is in the same seniority group as the temporary job and it does not conflict with provisions of Section 5 of this Article.

(3) Temporary employees who are hired for regular jobs will have a break in service before the date of regular hire. Days off on holidays shall not be considered as a break in service.

(E) The Company agrees to revise the seniority rosters during January of each year to include all employees entering the service of the Company during the preceding calendar year. The seniority roster shall indicate the job classification of each employee. Such rosters shall be posted on the various bulletin boards in the departments involved and the seniority of such new employees shall become final unless protest is received in writing from the employee within a period of thirty (30) days after such posting. Employees in Military Service or other Leave of Absence on the date the seniority rosters are posted shall be allowed thirty (30) days from the date they return to active employment of the Company in which to file protest. Protests shall be investigated and acted upon by representatives of the Company and the Union, whose decision shall be final.

Section 2

The seniority of any employee shall terminate under any of the following conditions:

(A) When laid off for a period of more than two (2) years, seniority shall accumulate during such period of lay-off up to a maximum of two (2) years.

(B) When an employee who has been laid off fails to return to work within one (1) week after written notice is sent to him by registered mail, return receipt requested, to his last known address requesting him to return to work; or when he fails to notify the Company within forty-eight (48) hours after he receives such notice that he will return to work within two (2) weeks. The Company will furnish the Union with a copy of its notice to the employee.

(C) When an employee resigns his employment with the Company.

(D) When an employee is discharged for just cause.

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Section 3

(A) In the matter of promotions, transfers, the filling of vacancies and in re-employment, the applicant having departmental seniority who is qualified to do a good, workmanlike job will be selected. If no qualified applicant is available in the department, other applicants who are qualified to do a good, workmanlike job shall be considered by Bargaining Unit seniority. Determination of such qualifications shall be made by the Company, provided, however, that any dispute which may arise in connection therewith may be handled as a grievance.

(B) The word "promotion" shall mean advancement to a higher job classification. A job classification shall be deemed to be "higher" when it carries a higher scheduled wage rate.

(C) (1) When an employee becomes permanently unable due to sickness or injury to perform the duties of his job classification, he shall be assigned to another job which he is able and qualified to fill, by mutual consent between the Company and the Union. In such cases the posting procedure will be waived. This assignment shall appear on the next posting notice.

(2) When an employee with ten (10) years or more service with the Company becomes permanently unable to perform the duties of his job classification, due to on-the-job injury or illness (excluding alcohol or drug related illnesses), he will be assigned to another job which he is able and qualified to fill by mutual consent between the Company and the Union, with no reduction in pay. Once the rate for his assignment has been determined, it shall not be subject to any general wage increase until such time as the regular rate for his new classification reaches or exceeds the rate so determined above.

(D) (1) Time worked by employees in the classifications of Special Equipment Operator after October 26, 1964, Winch Truck Driver-Helper after October 26, 1966, and Trenching Machine Operator after September 15, 1972, and Equipment Operator after December 13, 1981, will not be considered in the seniority of such employees when applying for vacancies, or upgrade in climbing and electrician classifications in the Line and substation Departments. Equipment Operators cannot be rolled by other classifications. In the event of a reduction in force, Equipment Operators

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who have held either Line Technician Apprentice or Ground Technician positions with the Company may use total Line Department seniority. Lighting Technicians who have held a Line Technician Apprentice position with the Company may use the seniority earned while working in the Line Technician line of progression to secure the position. Lighting Technicians may use their total Line Department seniority to roll a Ground Technician position. Additional Lighting Technician seniority language is contained in Item 2 of the 2013 Memorandum of Changes. The application of this section is not intended to conflict with Article III, Section 3 (A).

(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.

(E) Along with other qualifications, for an applicant to be considered for the positions of Master Mechanic, Chief Electrician, Chief Instrument Mechanic, Chief Control Technician, Chief Laboratory Technician, Chief Nuclear Health Physics Technician, Chief Nuclear Chemistry Technician, Chief Nuclear Technical Support Technician, Chief Nuclear Electrician, Nuclear Master Mechanic, Chief Nuclear Waste Systems Technician, Chief Nuclear Operator, Chief Operator and Master Air Conditioning Mechanic, he must have held, for at least one (1) year with the Company, the Journeyman position in the progression for which he is applying.

(F) In a new generating facility, employees may bid out of the facility, but may be held in their old position for up to six (6) months after commercial operation. During this period they shall receive any wage increase that is due.

(G) Laborer (A) – Production, Laborer (A) - Nuclear and Nuclear Building Serviceperson may be assigned to work without regard for seniority in the various maintenance shops and on operations in power plants as a part of their training. The accumulated assigned period shall not exceed six (6) months.

(H) This paragraph deleted in 2008 Negotiations.

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Section 4

All job vacancies shall be filled from the present personnel of the Company whenever possible. At the time of selection, an employee shall be qualified to perform the duties of the job classification for which he is selected. However, he shall be given a reasonable time, not exceeding ninety (90) scheduled working days, in which to acquaint himself with the new job or location and prove his ability to handle the job satisfactorily. Should an employee during such trial period fail to satisfactorily carry out the duties and responsibilities of the new job, he shall be returned to his former job without loss of seniority. Chief Operators, Plant Operators and Assistant Plant Operators will be allowed up to a maximum of one hundred eighty (180) calendar days to prove their ability to handle the job satisfactorily. For employees bidding into a CTT position, the site familiarization periods stated in Item 26 of the 2013 Memorandum of Changes shall apply. The selected employee will be informed of his satisfactory performance as soon as it can be determined during this period of time. It is understood that this provision does not extend the time during which an employee may decline to accept a job for which he has bid, as described in Article III, Section 7 (G). In the filling of regular or temporary vacancies for the Service Technician position, seniority will be respected.

Section 5

An employee who transfers from one department to another will have his seniority re-established as of the date of transfer. An employee who transfers to a department in which he had previously worked shall be given credit for the seniority he formerly held in the department to which he returns.

Section 6

When an employee is moved from one location to another at the request of the Company or because the Company discontinues a job which results in an employee moving to another location, either through displacement or application, and they are required to move to a new residence in order to comply with Article II Section 10, actual moving expenses incurred in moving shall be paid by the Company, or, at the employee's option, the Company will pay three thousand dollars (\$3,000.00). If an employee is required to move to

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a new residence in order to comply with Article II Section 10 because of a promotion for which the employee has made application, the Company will pay actual moving expenses up to a maximum of three thousand dollars (\$3,000.00). In the application of this paragraph a transfer from Line Technician to Service Technician or Trouble Technician shall be considered as a promotion. Actual moving expenses are defined as expenses directly related to moving the employee's household goods from the former residence to the new residence. This includes truck rental or the use of professional movers. Also included is one way mileage for up to two vehicles.

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 job posting or, if they have no access to a computer, it shall be mailed to them via US Mail. 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.

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(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, 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) days from the date of such notice in which to file a 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 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

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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 eighty (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.

(I) If no qualified person is available to fill a posted vacancy in a Field Meter Technician classification, the Company may post a Meter Specialist vacancy, with the understanding that the person designated to fill such posted vacancy will automatically progress into the Field Meter Technician classification provided he qualifies within one (1) year. In the event he fails to qualify within one (1) year, he shall vacate the classification and exercise his rights under Article III, Section 8 (A). The Company shall repost the higher classification as provided in this paragraph.

(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) Line Technician 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 Line Technician 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

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from their residence are responsible for all travel time and mileage in excess of fifty (50) miles.

(4) Line Technician 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 two (2) times in a twelve (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).

Section 8

(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. An employee will be permitted to use his departmental seniority to obtain a job in a higher classification, where he had previously worked in the classification on a regular or contingent assignment. Special Maintenance, designated by "SM" in Exhibit "A," shall not be considered as a higher classification in the application of this Article. An employee in the Production Department (non-nuclear) who has an equivalent classification listed in Nuclear Operations in Exhibit "A" rolling into the Nuclear Plant may only roll into a "Special Rate" classification. However, prior to such roll, the employee should exhaust both opportunities to roll a non-nuclear equivalent classification and opportunities for appointment to a non-nuclear equivalent vacancy on the 120 Day Log. When attempting to exhaust these opportunities, the employee shall only have to roll or be appointed to a vacancy in an equivalent classification for which the employee does not have to relocate his/her residence in accordance with Article II, Section 10(B). Seniority retained in a former department may not be used in his present department for any purpose. However, in the case of lay-off due

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to lack of work in his present department, such retained seniority may be used in the former department as his protection against lay-off. Upon receiving notice that his job is to be abolished, the employee shall within ten (10) days of receipt of notice, notify the Company of his wishes as to assignment. Seniority, as referred to in this paragraph means system-wide departmental seniority, as established by the seniority roster. For the purpose of this Article, geographic relocation of an entire headquarters, with no reduction in number or type of classifications covered in the Agreement, does not mean that a job in a classification is discontinued at that location. In this instance, employees may be reassigned to the new geographical location without abolishing/posting. Employees who are reassigned to the newly established headquarters shall have their drive time grandfathered.

(1) All regular employees who are laid off shall be offered severance pay equivalent to two (2) weeks pay for every year of service to the Company. An employee with less than one (1) year of service shall be offered two (2) weeks pay. An employee who accepts the severance pay waives the rights provided in paragraph (B). For purposes of this sub-paragraph, "lay off" shall not include a job abolishment or roll where a position, having the same classification and for which the employee whose job is abolished or who is rolled is qualified, is:

a) created by the Company at another location where the employee could work in compliance with the requirements of Article II, Section 10 without moving his/her residence, or

b) exists at another location for which there have been no qualified bidders and where the employee could work in compliance with the requirements of Article II, Section 10 without moving his/her residence.

In both cases above, the Company shall assign the employee to the vacant position, if agreed to by the employee, after the position has been posted in accordance with Article III, Section 7 and remains vacant. Additionally, in both cases above (a & b), "another location" shall not include going to a Travel Crew. If the employee does not agree to the assignment, he/she will have the rights set out in paragraph (B).

(2) In the event that a Bargaining Unit employee is assigned to another position in another seniority group, under the conditions of Article

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III, Section 3 (C) (1) or Article III, Section 3 (C) (2), the employee will be allowed to use accumulated Bargaining Unit seniority as protection against lay off in the department to which he has been assigned. Accumulated seniority shall be defined as the employee's total Bargaining Unit seniority.

(3) (a) In cases where a Bargaining Unit employee is temporarily assigned to any non-Bargaining Unit position, where the assignment was offered by seniority, no Bargaining Unit seniority will be deducted.

(b) In cases where seniority is not used to offer upgrade to any non-Bargaining Unit position, all hours accumulated in excess of 720 straight time hours in any payroll calendar year shall be deducted from the employee's Bargaining Unit seniority. Upon returning to his/her former Bargaining Unit position, his/her seniority shall be re-established as of the date that the employee returns to the formerly held Bargaining Unit position.

(B) In the event of a reduction in force, regular full-time employees will be offered the opportunity to replace temporary or casual employees, in the same department, provided they are qualified, as protection against lay-off.

If a facility is to be closed, the Company shall notify the Union at least sixty (60) days in advance. An employee who has been laid off due to lack of work shall be considered in the same manner as though he had applied through the posting procedure, for any opening which occurs within two (2) years immediately following the lay-off, in a classification that he may be qualified to fill, provided he has made application to the Company in writing for reinstatement in such classification. Laid off employees who are beyond the two (2) years lay-off period will have additional seniority restored up to three (3) years if rehired.

(C) When an employee enters military service, his job will be posted on a regular basis. When such an employee returns from military service, he will resume the job to which he is entitled under the law and may replace the employee in that job classification at that location having the least departmental seniority.

(D) (1) The Company and the Union will meet annually for the purpose of discussing new technology that the Company is seriously evaluating that could have an impact on employment in the Bargaining Unit. The Company and the Union will also meet at the request of either party.

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(2) Prior to announcing to employees, or the implementation of any significant Company initiative that will result in the layoff, restructure, or reorganization of Bargaining Unit employees as a direct result of the implementation of new technology, the Company will discuss with the Union the nature of the technological change, the reasons behind the Company's implementation of the new technology and the impact of the technology on Bargaining Unit employees. The Company shall also present a communications plan to the Union prior to discussing it with the Bargaining Unit employees. Following announcement of the initiative to employees, the Company will meet with the Union to explore training or job opportunities that may be created or would be available to Bargaining Unit employees and to discuss possible transition plans for employees affected.

Section 9

Employees may be working in lower classifications who are competent to handle work in higher classifications; however, the number of jobs in each classification is limited by the amount and nature of the work to be done, and promotions to higher classifications can only be made when vacancies occur or when additional employees are required in the higher classifications due to expansion of work.

Section 10

An employee promoted from a Bargaining Unit classification covered by this agreement to a position in the Company not covered by this agreement, shall upon his release from his Bargaining Unit position, be eligible for reinstatement, with seniority rights as stated in this article, within the department in which he was formerly employed for which he is considered qualified provided he presents himself for reinstatement within six (6) months from the date of his release from his Bargaining Unit position. In the event that the employee is not reinstated within six (6) months from the date of his release from his Bargaining Unit position, the employee may be appointed to Bargaining Unit position only when the position has been posted and there are either "no applicants or no qualified applicants" for the position.

An employee transferring from the Bargaining Unit after December 21, 1971, shall accumulate no more than four (4) years additional seniority, but in

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no case shall he accumulate more additional seniority than he held when leaving the unit. An employee who transferred from the Bargaining Unit prior to December 21, 1971, shall not continue to accumulate additional seniority after December 21, 1975. An employee who transfers from the Bargaining Unit after December 11, 1983, shall accumulate no more than two (2) years additional seniority, but in no case shall he accumulate more additional seniority than he held when leaving the unit. An employee who transfers from the Bargaining Unit after December 4, 1988, shall accumulate no additional seniority.

Section 11

(A) An employee promoted to a higher job classification within his regular line of progression shall be paid not less than the minimum rate for the job classification to which he is promoted, or one (1) full step in the higher grade job above his present rate with a minimum of five cents (\$0.05), whichever is greater, provided, however, that he shall be given full credit for the time that he has worked in the higher classification with the Company on a regular or contingent basis. An employee promoted to a higher classification other than his regular line of progression shall be paid the highest rate to which his previous experience in such job with the Company on a regular or contingent basis entitles him.

(B) When an employee is demoted or bids to a lower paid job classification, he shall be paid the highest rate within the rate range to which his previous experience in the lower job, or a higher job in the same line of progression, either on a contingent or regular basis, entitles him.

(C) When an employee is rolled or reassigned to a lower paid job classification, he shall be paid the highest rate within the range for the lower job.

Section 12

(A) (1) When the regular Foreperson is absent, management reserves the right to determine whether the nature of a particular assignment requires a Temporary Foreperson. Management will choose the replacement.

(2) In the absence of the Stores Supervisor for up to five (5) days, the Storekeeper I will direct the routine work of the Assistant Storekeeper. If the absence is for over five (5) days, the upgrade shall be to

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Storekeeper II unless a temporary Supervisor is appointed. If the Supervisor is absent for over five (5) days, the upgrade to Storekeeper II shall be retroactive to the Supervisor's initial absence.

(3) In the absence of the Storekeeper II in an unsupervised storeroom for up to five (5) days, an Assistant Storekeeper will be upgraded to Storekeeper I. If the absence is for over five (5) days, the upgrade shall be Storekeeper II.

(4) Work parties of three or more Assistant Storekeepers away from a storeroom location for up to ten (10) days will be under the direction of a Storekeeper I. If over ten (10) days, a Storekeeper II will direct the group. Work parties out of the Wildwood Central Storeroom will be directed by the senior qualified Wildwood employee even when working with employees from other Storerooms.

(5) When an Assistant Storekeeper is called out for unsupervised work, he shall be paid the Storekeeper I rate of pay.

(B) (1) If an employee is temporarily assigned to a higher job classification covered by this agreement, for one (1) hour or more, except as provided under Article III, Section 12 (B) (2), he shall be paid not less than the minimum rate established for the classification to which he is assigned or one (1) full step in the higher grade job above his present rate with a minimum of five cents (\$0.05), whichever is greater. The employee who has had previous experience in the job with the Company shall be paid at the higher rate to which his previous experience entitles him. The senior available employee regularly assigned in each location who is qualified to do a good, workmanlike job will be given such temporary assignment, except as provided in Section 12(B)(3). In the application of this paragraph, employees on the maintenance shift are considered available for the day shift, however, the senior employee on either of the two shifts will receive preference for the upgrade.

(2) On call-outs and prearranged overtime, an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification.

(3) For purposes of temporary assignment to the Field Service Representative classification the Company at its discretion may upgrade a qualified Line Technician Apprentice or a qualified Meter Reader based upon the business need. Upgrade shall be offered by seniority. The senior available

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employee regularly assigned in each location who is qualified to do a good, workmanlike job will be given such temporary assignment.

(C) When an employee is temporarily assigned to a higher job classification, all time off with pay during such assignment except vacation and sick leave shall be paid at the wage rate for the higher job classification. Vacation and sick leave with pay shall be paid at the rate of his regular job classification. Hours worked during the maintenance week of a plant operating employee who has been temporarily assigned to a higher job classification will be paid at the rate of the higher classification only if he worked at the higher classification his last working day prior to the maintenance week and he is expected to continue temporarily in the higher job classification after the maintenance week. Any employee temporarily assigned to a higher job classification will continue the higher rate of pay while attending Fire Brigade training.

(D) An employee temporarily assigned to other work which normally carries a wage rate lower than that at which he is being paid shall suffer no reduction in his rate of pay.

(E) (1) When a temporary assignment to be filled for ninety (90) days or more, or any such resulting vacancies, such assignment or resulting vacancies which need to be filled, will be posted on a contingent basis. When contingent assignments end, or if such job or jobs are posted on a regular basis, contingent assigned employees shall return to their previous regular jobs.

(2) Employees filling jobs on a contingent basis shall be paid at the contingent job rate for all hours off with pay, such as sick leave, vacations, holidays, jury duty and any other time for which the employees are entitled to be paid.

(3) Contingent assignments into another department will be considered the same as regular assignments, in respect to adjustments of seniority dates.

(F) When the Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, Chief Control Technician, Chief Fuel Equipment Operator, Chief Health Physics Technician, Chief Nuclear Chemistry Technician, Chief Nuclear Technical Support Technician, Chief Nuclear Electrician and Nuclear Master Mechanic leading the work of two (2) or

ARTICLE III and ARTICLE IV

more men is absent from the plant, the senior qualified Journeyman under his line of progression will be temporarily assigned to the higher classification. When a crew of three (3) or more journeymen or apprentices of the same craft is working on call-outs or prearranged overtime, and the Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, or Chief Fuel Equipment Operator normally leading their work is not in the plant, the senior qualified Journeyman will be temporarily upgraded to the higher classification. It is understood that this does not require more than one upgrading in each of the above classifications at a given time.

(G) When three (3) employees are on the job for two (2) hours or more, and the Fuel Technician Supervisor is off duty, the senior Fuel Technician on duty will be upgraded to Lead Fuel Technician and paid thirty-five cents (\$0.35) per hour above the top wage bracket of Fuel Technician.

ARTICLE IV Holidays

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 (last Mon. in May)	Friday after Thanksgiving
Fourth of July	December 24
Labor Day	Christmas Day
	Two Floating Holidays

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.

ARTICLE IV

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

(1) If a holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by any employee 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.

(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 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

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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 28th 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

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

ARTICLE IV and ARTICLE V

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.

Section 4

Employees must be employed on the day that a holiday is observed in order to be paid for the holiday or permitted a day off in lieu of being paid for the holiday in accordance with Sections 2 and 3 above.

ARTICLE V Vacations

Section 1

(A) Regular employees who commence employment on or before June 30 and who have completed their probationary period shall be entitled to one (1) week of vacation in that year, and to two (2) weeks of vacation in their second calendar year of employment. Regular employees who commence

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employment on or after July 1 and who have completed their probationary period shall be entitled to two (2) weeks of vacation in their second calendar year of employment. Regular employees who have attained five (5) years or more of service but less than twelve (12) years of service in that calendar year, shall be entitled to three (3) weeks of vacation in that year. Regular employees who have attained twelve (12) years or more of service but less than twenty-one (21) years of service in that calendar year shall be entitled to four (4) weeks of vacation in that year. Regular employees who have attained twenty-one (21) years of service but less than thirty-two (32) shall be entitled to five (5) weeks of vacation. Regular employees who have attained thirty-two (32) or more years of service shall be entitled to six (6) weeks of vacation in that year and each year thereafter. At the option of the employee, one (1) week of vacation may be carried over into the following year.

(B) It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. The Company will give high priority to granting employee vacation requests, however, the Company shall determine, based on business needs, how many employees may be permitted off on vacation in any given vacation period. In arranging vacations, seniority with the Company will be given preference. Employees may take their vacations in periods of seven (7) consecutive days. Consecutive weeks are considered as one vacation period for scheduling preference.

(C) If a holiday occurs during an employee's vacation period, he shall be granted an additional day of vacation, at the beginning or end of his vacation period.

(D) A week of vacation shall be defined as three (3) to five (5) consecutive work days consistent with the employee's work schedule for up to seven (7) consecutive days. A vacation week will be considered Monday through Sunday unless otherwise defined in Article V. An employee's off-scheduled days that fall within the seven (7) consecutive days shall be recognized and respected as part of his vacation period. Depending on various schedules, employees are often off for up to nine (9) or ten (10) consecutive days. Set out below are examples of the seven (7) days which will be considered days of vacation for the purpose of determining the days on which premium pay will be paid should an employee be called into work.

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(E) Vacations of less than one (1) week shall be so arranged as to be mutually convenient to both the employee and the Company. Employees will not be approved on the Annual Vacation Calendar for more weeks of vacation under this paragraph than they are entitled to pursuant to Article V Section 1.

(F) For Power Generation Operations Shift (SH) Employees working a 4-shift schedule rotation, the Distribution Control Center and the Energy Control Center, a vacation schedule for each year shall be established not later than January 31. Employees who have not indicated their vacation preferences by January 15, shall be given preference for available vacation periods on a first-come basis. For all other groups, a vacation schedule for each year shall be established not later than March 31. Employees who have not indicated their vacation preferences by March 15 shall be given preference for available vacation periods on a first-come basis. Prior to January 15 and March 15, employees may indicate their vacation choices in numerical order of preference by writing the appropriate numerals in the designated blocks for each vacation period; i.e., #1 for first choice, #2 for second choice, etc. Employees shall mark these preferences on a posted vacation schedule. This schedule shall be posted as weekly periods indicating Monday as the beginning of a week of vacation. First choice selections are determined solely by seniority. Subsequent choices are determined by numerical order; seniority will prevail in the event of identical numerical choices for the same period. Vacation can be taken any time between January 1 and December 31. It is understood and agreed that vacation periods may be changed by mutual consent between the employee and the Company at any time.

(G) Upon mutual agreement, in the event a selected annual vacation period becomes available after the original vacation schedule is posted, the senior employee(s) who had previously submitted their vacation selection(s) for that specific vacation time period will be given the opportunity to assume the available vacation period.

Section 2

(A) In the Distribution Line Department (not including DCC), an Employee's vacation will start when the employee is released from duty on

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his last regularly scheduled working day prior to the scheduled vacation, and shall end at the start of his first regularly scheduled working day following the scheduled vacation (not to exceed ten consecutive days). However, prior to the beginning of his scheduled vacation an Employee may indicate in writing to his supervisor that he desires to be considered for work on what would have been normal off days at the beginning or end of his scheduled vacation. See Section 3 of this article for pay practices. SL employees in the Line Department whose schedule spans Sunday and Monday will have those days immediately following their last work day and the days immediately prior to their scheduled start day included in the vacation period, not to exceed 10 consecutive days.

(B) For Non-shift (NS) employees a week of vacation will normally be considered Monday through Sunday unless otherwise agreed to by the employee and his/her supervisor. Off-scheduled weekend days attached to the vacation week, may be designated as vacation days to reach a total of nine (9) to ten (10) days off. Employees must notify their supervisor as to which weekend(s) they would like to be on or off the overtime list for the weekends attached to their vacation week. If employees do not want to be included on the overtime list, they must advise management in advance which weekend that they would like to be completely protected from any call-out. During the other weekend, the employee will only be called out from his/her vacation during an emergent event/condition.

(C) For Scheduled (S) and Shift (SH) employees (not working rotating shifts), Off-scheduled weekend days, attached to the vacation week may be designated as vacation days to reach a total of nine (9) days to ten (10) days off. Employees must notify their supervisor as to which weekend(s) they would like to be on or off the overtime list for the weekends attached to their vacation week. If employees do not want to be included on the overtime list, they must advise management in advance which weekend that they would like to be completely protected from any call-out. During the other weekend, the employee will only be called out from his/her vacation during an emergent event/condition.

(D) For Shift (SH) employees working rotating shifts, additional off-scheduled days before or after their scheduled work days in that

ARTICLE V

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.

(E) The following applies to vacation scheduling for shift workers in Production who work a 4-shift schedule rotation:

1. Posting Dates

a. Management will post the yearly shift rotation for the following year by December 1st. Employees will choose vacation and populate the vacation schedule by January 15th.

b. A vacation schedule for each year shall be posted not later than January 31st.

c. Reschedules associated with the yearly vacation calendar will be posted by Management by February 15. Reschedules will be populated by inverse seniority, beginning in December and working back to January. Management will reissue a revised reschedule list if approved vacations are changed after February 15. Once the reschedule list has been exhausted, future reschedules will continue again starting with the junior employee.

2. Vacation staffing levels and other provisions:

Vacation for shift workers in production working a 4 shift rotation will be determined by seniority.

a. For employees who have expressed a vacation preference by January 15, management will approve 20% of the operations employees on the annual vacation calendar at any one time (i.e. 20% of operating headquarters staffing). Management will determine the need to backfill or not and the method used to do so by either callout or reschedule.

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b. Vacations of less than one (1) week or vacation request not approved on the annual vacation calendar shall be so arranged as to be mutually convenient to both the employee and the company per Article V Section 2.

c. Management will evaluate letting more than 20% off during the Independence Day, Thanksgiving and Christmas holidays pending business need.

Section 3

(A) An employee will not be required to work during his/her assigned vacation period except during an unusual emergency. If required to work scheduled hours during the vacation week, he/she shall receive his/her vacation pay and, in addition thereto, he/she shall be paid at one and one-half (1 ½) times his/her regular straight time rate for all such hours worked. If required to work off-schedule hours during the vacation week, he/she shall be paid at two (2) times his/her regular straight time rate for all such hours worked. At the employee's option the employee may forego his/her vacation pay and be allowed to reschedule his/her vacation at a mutually convenient time to both the employee and the Company.

(B) Subject to the language set forth above in Section 2, when an employee has finished his/her week's work in the week preceding his/her vacation week, the employee is free to leave on his/her vacation.

(C) Should an employee be recalled for emergency duty while on vacation, the Company will pay all necessary non-recoverable expenses which he/she may incur as a result of such recall emergency duty while on vacation, the Company will pay all necessary expenses which he may incur as a result of such recall.

(D) Upon mutual agreement, in the event a selected annual vacation period becomes available after the original vacation schedule is posted, the senior employee(s) who had previously submitted their vacation selection(s) for that specific vacation time period will be given the opportunity to assume the available vacation period.

ARTICLE V and ARTICLE VI

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. Notwithstanding anything in Section 1 to the contrary, employees who quit or are discharged shall, at the time of their termination, be considered to have earned and will be paid 1/12th 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. For employees who quit or are discharged, unearned vacation taken in the calendar year of termination will be deducted from the employee's final paycheck.

ARTICLE VI

Hours of Labor and Overtime

Section 1 – Working Periods – Variations

(A) In order to furnish continuous service to the public, there must be certain variations in working periods, and in such cases employees will work on definitely assigned and posted schedules.

(B) Nothing in this Article shall be construed to prevent the assignment of any employee to do work outside scheduled hours at overtime rates.

(C) When an employee is not required to perform the duties of his job classification, he may be reassigned on a temporary basis to any work in that plant for which he is qualified, as long as all applicable conditions of the agreement are complied with.

Section 2 – Schedules of Work

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

(B) Shift Employees

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(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) 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) This paragraph deleted in 2016 Negotiations.

(c) The workweek ends for the shift ending nearest midnight Sunday and the succeeding workweek begins immediately thereafter. For employees working the eight hour shift schedule the day shift shall be between the hours of 6:00 a.m. and 2:00 p.m. The second shift shall be between 2:00 p.m. and 10:00 p.m. The third shift shall be between 10:00 p.m. and 6:00 a.m. For employees working ten hour shifts the hours worked shall be between 6:00 a.m. and 4:00 p.m. For employees working 12 hour shifts the hours of work for the day shift shall be between 6:00 a.m. and 6:00 p.m. The evening shift shall be between 6:00 p.m. and 6:00 a.m. Hours shall be consecutive.

(1) At Crystal River 4 & 5 plants, shift (SH) maintenance positions working an eight (8) or ten (10) hour shift will have a

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start time for the first shift between the hours of 6:00 a.m. and 8:00 a.m., a start time for the second shift (if any) between 2:00 p.m. and 4:00 p.m., and a start time for the third shift (if any) between 10:00 p.m. and 12:00 a.m., as determined by the Company.

(d) Shift employees at Combustion Turbine plants on cyclic operation may be assigned to work one (1) or two (2) or three (3) eight (8)-hour shifts per day, scheduled between 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m.; or one (1) or two (2) ten (10)-hour shifts, at Management's option, between the hours of 4:00 a.m. and 12:00 p.m., unless otherwise mutually agreed to by the Company and the Union. Hours shall be consecutive.

(e) Other than the above schedule of hours may be set up if requested by a two-thirds majority of the affected employees. Such 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.

(f) Shift employees on eight hour shift schedules shall not be scheduled to work a regular straight-time schedule that requires them to work more than one hurry-back (that is, work eight (8) hours, be off eight (8) hours, and work eight (8) hours) at their straight-time rate per work week. An additional Dispatcher may be scheduled for an eight (8) hour shift as required at hours other than those specified in this paragraph.

(g) Schedules shall be posted and so arranged that work periods and days off shall be rotated. Schedules may be changed by giving the affected employees 24 hour's notice. Where 24 hours notice is not provided, the affected employees shall be compensated at a premium rate of one and one-half times their wage rate for a period of time until it is 24 hours later than the date the notice was given.

(2) Maintenance/Training/Relief Week of Operating Employees in the Production Department and the Energy Control Center:

(a) When employees are working maintenance, they will work the same regular daily work schedule as the regular maintenance employees. However, they may be reassigned to operating shifts as required. Reassignment to the 6:00 a.m. to 2:00 p.m. operating shift, or the day shift at locations that have twelve (12) hour shift schedules, at straight time may be

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made without notice. Reassignment to other operating shifts will be at premium rates unless twenty-four (24) hours notice is given.

(b) Employees when assigned to training, shall work five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hours, inclusive of mealtime, per workweek, between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. When there are not enough training hours scheduled for a full week of training, the actual hours of training will be indicated on the schedule. When employees are not scheduled for training, the employees will be reassigned to maintenance/relief week duties for the remainder of the workweek.

(c) When employees are working a relief week, they may be reassigned to operating shifts as required. Reassignment to the daytime operating shift at straight time may be made without notice. Reassignment to other operating shifts will be at premium rates unless twenty-four (24) hours notice is given.

(d) If an employee is rescheduled to the operating shift, the employee will be paid in accordance with the applicable portions of the contract for his new schedule and have the opportunity to earn at least as much as the employee would have on the original schedule for that week. If the difference between the old schedule and the rescheduled workweek is less than eight (8) hours, the employee can:

(i) choose not to work and not be paid for those hours. This will not be counted against the employee's attendance record.

(ii) work the number of hours the employee was shorted.

(e) If an employee is rescheduled to a vacant shift and was originally scheduled to work the following shift that would have required the employee to work twenty (20) or more hours in a twenty-four (24) hour period, the employee shall be excused from working the shift, but shall be paid for the shift.

(3) When Operating employees in the Production Department are working a four (4) shift schedule and are reassigned from their normal shift to other operating shifts for less than their normal scheduled workweek, exclusive of upgrades, they will receive premium pay for all hours worked on the other operating shift.

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(4) If Operating employees who have Saturday and Sunday as off-scheduled days on the weekly schedule are rescheduled, exclusive of upgrades, to fill a vacant shift created by the temporary assignment of another Operating employee to a non-Bargaining Unit position, they will be paid premium time (time and one-half) for the hours worked on Saturday or Sunday.

(C) Scheduled Employees

Scheduled employees as marked in Exhibit "A" of this agreement with the symbol "S" shall work as follows. (NOTE: Five (5) eight (8)-hour days and four (4) ten (10)-hour days shall be designated by 5-8s and 4-10s, respectively.)

(1) Trouble Technicians and Lighting Technicians shall be scheduled 5-8s or 4-10s, at Management's option, per workweek, exclusive of meal time, with days off being consecutive. When a Trouble Technician is assigned to a regular daily work period beginning later than 1:00 p.m., he 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.

(a) Schedules on a 5-8 workweek shall be between the hours of 6:00 am to 6:00 pm, 2:00 pm to midnight and 10:00 pm to 8:00 am. Schedules on a 4-10 workweek shall be between the hours of 6:00 am to 6:00 pm exclusive of mealtime and 1:00 pm to midnight and 10:00 pm to 9:00 am inclusive of mealtime. Schedules with start and stop times within the above windows shall be posted on or before January 31 of each year.

(b) Changes to the posted schedules for the work group, including when an employee's start time is changed from one of the above windows to another of the above windows, shall not be made more than three (3) times per year. This restriction shall not apply when employees' schedules are changed with twenty-four (24) hours notice when the change is:

(i) for the purpose of attending a safety meeting, Company required meeting or training,

(ii) for seven (7) days or more as the result of the absence of another employee, by seniority, or

(iii) as the result of employees bidding in and exercising their seniority to select a schedule.

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In accordance with Article VI, Section 4(A) (3), it shall not be a change in schedule if an employee's start time is changed within the windows of hours in paragraph (a).

(2) Substation 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.

(3) This section removed in the 2008 Negotiations.

(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.

(5) Laboratory Technicians, Assistant Laboratory Technicians, Apprentice Laboratory Technicians, and Combustion Turbine Technicians shall be scheduled 5-8s, exclusive of meal time, per workweek between the hours of 6:00 a.m. and 6:00 p.m., or eight (8) consecutive ten (10)-hour days, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m., Thursday through Thursday, with the subsequent Friday through Wednesday off. Laboratory Technicians, Assistant Laboratory Technicians, and Apprentice Laboratory Technicians may be placed on a "backshift" in the following circumstances only: start-ups and shutdowns; outages; condenser leaks (salt leaks); cooling tower chlorination and de-chlorination (biocide treatment); chemical cleaning of boilers; chemical upsets which could cause damage to personnel, equipment, or the environment; generator purge or fill; and in other circumstances as determined to be necessary by the Company, and agreed to by the union, whose agreement shall not be unreasonably withheld. Shift Differential will apply when this assignment occurs.

(6) (a) Fleet Services Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's

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option. Schedules shall be Monday through Saturday between the hours of 6:00 a.m. and 11:30 p.m. Days off will be consecutive. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(b) In each work location where there is at least one (1) Vehicle Maintenance Technician III (VMT III) assigned to the day shift, one (1) VMT III may be assigned as "Third Shift". Third Shift VMT IIIs shall be scheduled either 5-8's or 4-10's, at Management's option, inclusive of meal time, between the hours of 10:00 pm and 9:00 am, Monday thru Friday. Days off shall be consecutive. Shift differential will be paid as provided for in Article X Section 3. Seniority shall be respected in the assignment of shifts.

(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 seventy-five cents (\$1.75) per hour additional.

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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).

(8) All non-operating employees in the Production Department may be scheduled to work three (3) eight (8)-hour shifts, 11:00 p.m. to 7:30 a.m., 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., per day for five (5) consecutive days, Monday through Saturday; or two (2) eight (8)-hour shifts, the regular starting time of the first shift will be between 6:00 a.m. and 8:00 a.m., and between 2:00 p.m. and 3:30 p.m. for the second shift, per day for five (5) consecutive days, Monday through Saturday; or in accordance with Article VI, Section 2 (D); or one (1) or two (2) ten 10-hour extended shifts for a minimum of five (5) or more consecutive work days, the regular starting time of the first shift will be between 6:00 a.m. and 8:00 a.m., and the second shift will be between 4:30 p.m. and 6:30 p.m., Monday through Saturday (rest days or holidays falling within such work period will not be considered as breaking the five or more consecutive work days). Shift differential shall be paid as provided for in Article X, Section 3. Schedules may be changed by giving them twenty-four (24) hours notice of changes in schedule. They shall not be rescheduled more than once each working week. Shifts shall be rotated weekly. This paragraph shall apply to condenser, heat exchanger, air heater cleaning, unit startups or shutdowns, unit outages and to any work that causes a reduction in load capability where the work is expected to continue for five (5) or more days.

(9) System Protection and Control Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option, Monday through Friday, between the hours of 6:00 a.m. to 6:00 p.m. Seniority will be respected in the assignment of work schedules.

(10) Telecommunications Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday,

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at Management's option, between the hours of 7:00 a.m. and 11:30 p.m. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(11) Special Maintenance (SM) employees, Production Department, shall be scheduled eight (8)-hour shifts between the hours of 6:00 a.m. to 6:00 p.m., 3:00 p.m. to 12:00 midnight, and 10:30 p.m. and 7:30 a.m., per day for five (5) consecutive days, from 10:30 p.m. Sunday to 12:00 midnight the following Saturday; or ten (10)-hour shifts per day for four (4) consecutive days, at Management's option, between the hours of 6:00 a.m. to 6:00 p.m. Monday through Saturday; or 8:00 p.m. to 7:00 a.m. Sunday through Friday; 3:00 p.m. to 4:00 a.m. Monday through Saturday (rest days or holidays falling within such work period will not be considered as breaking the four (4) or five (5) consecutive work days). Seniority will be respected for the purpose of ten (10)-hour scheduling. Shift differential shall be paid as provided for in Article X, Section 3.

(12) Service Dispatchers may be scheduled Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m. and be scheduled 5-8s or 4-10s at Management's option, per workweek, inclusive of mealtime, with days off being consecutive. Shift differential shall be paid as provided for in Article X, Section 3. Seniority shall be respected in the assignment of shifts.

(13) Special Laboratory Technicians shall be scheduled five (5) eight (8)-hour days per workweek, 7:00 a.m. to 3:30 p.m., exclusive of meal time, 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m., inclusive of meal time with two (2) consecutive days off, or ten (10)-hour days per workweek, at Management's option, between the hours of 6:00 a.m. to 6:00 p.m. or 3:00 p.m. to 4:00 a.m. or 8:30 p.m. to 7:30 a.m. with three (3) consecutive days off. Schedules shall be posted and so arranged that work periods and days off shall be rotated. Assistant Laboratory Technicians may be assigned to work according to the Special Laboratory Technician schedule as needed. Shift differential will apply. Special Laboratory Technicians may be placed on a "backshift" in the following circumstances only: start-ups and shutdowns; outages; condenser leaks (salt leaks); cooling tower chlorination and de-chlorination (biocide treatment); chemical cleaning of boilers; chemical upsets which could cause damage to personnel, equipment, or the environment; generator purge or fill; and in other circumstances as determined to be

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necessary by the Company and agreed to by the union, whose agreement shall not be unreasonably withheld.

(14) Field Service Representative (FSR)

(a) FSRs shall be scheduled 5-8s or 4-10s, exclusive of mealtime, Monday through Friday, at Management's option; between the hours of 6:00 a.m. to 10:00 p.m. There shall be no more than forty percent (40%) of the FSR classification at each respective headquarters assigned to the second shift. Seniority shall be respected in the assignment of shifts. Shift differential shall be paid as provided for in Article X, Section 3.

(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.

(15) This paragraph deleted in 2016 Negotiations.

(16) (a) Night Time Line Crews (NTLC) shall be scheduled five (5) 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. Line Technician Apprentice (NT) positions will be posted for bid by Line Technician 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.

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

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three dollars (\$3.00) per hour above the Line Technician 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 Line Technician (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.

(D) Non-shift employees, as marked in Exhibit "A" of this agreement by the symbol "NS" shall work consecutive 5-8s or 4-10s, not counting the time out for meals, per workweek, Monday through Friday inclusive, at Management's option, between the hours of 6:00 a.m. and 6:00 p.m. daily. Where the work group is scheduled for 4-10s and split to achieve five (5) day coverage, seniority will be respected for the purpose of allowing employees to select the Monday through Thursday or Tuesday through Friday schedule. The preceding sentence is not intended to conflict with other parts of this Article and does not apply to Line Department employees in headquarters with two (2) or more NS crews. Except as provided for in Article VI, Section 2(C) (8), the start times for NS employees for each day of the work week will be established no later than Friday of the prior week, and any change in start time for NS employees after Friday in the prior week without mutual agreement between the employee(s) and management will be subject to the applicable overtime provisions of this Agreement.

(1) Employees in the Line Department marked as "NS" in Exhibit "A" shall work 5-8's or 4-10's, not counting time out for meals, per workweek, Monday through Friday inclusive, between the hours of 6:00 am and 6:00pm daily. Management shall provide a seven (7) day notice to an operations Center, excluding (SL) crews, for going off, or coming on 4-10 hour days. An Operation Center's 4-10 hour schedule shall remain in place for a minimum of two (2) weeks. No Operations Center shall be subject to a change between the 5-8 or 4-10 hour schedule more than four (4) times a year. Changes between the 5-8 or 4-10 hour schedule shall take place on the first day of the workweek.

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(2) (a) Meter Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 7:00 a.m. to 6:00 p.m.

(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. The Field Meter Technicians vote shall be separate from the Meter Shop employees vote.

(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.

(4) Building Maintenance Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option, seven (7) days per week between the hours of 7:00 a.m. to 9:00 p.m., when working outside a forty (40) mile radius from their regular working headquarters; 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 7:00 a.m. to 9:00 p.m., when working within a forty (40) mile radius of their regular working headquarters.

(5) Meter Readers and Meter Data Collectors

(a) Meter Readers and Meter Data Collectors 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. to 6:00 p.m.

(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

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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.

(6) Air Conditioning Maintenance Department employees 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 11:00 p.m.

(7) Each of the two (2) work groups which comprise the Central Repair Department (Transformer Repair and System Tool) 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. to 6:00 p.m.

Section 3 – Workweek

The workweek for all employees shall be from 12 Midnight Sunday to 12 Midnight Sunday of the following week, except for shift workers, and Special Laboratory Technicians. For shift workers the workweek ends for the shift ending nearest midnight Sunday and the succeeding workweek begins immediately thereafter. The workweek for Special Laboratory Technicians who are working a schedule provided under Article VI, Section 2(C)(13) shall coincide with such schedule so as to provide for forty (40) scheduled hours of work in a single workweek.

Section 4 – Overtime Hours

(A) When working an eight (8), ten (10) or twelve (12) hour shift, the following hours of labor shall be considered as overtime hours and paid for at one and one-half (1 ½) times the employee's regular hourly rate, except as otherwise provided in this agreement:

(1) All hours over the regular scheduled hours of eight (8), ten (10) or twelve (12) hours per day.

(2) All hours over forty (40) hours per workweek.

(3) All off-schedule hours including all work in the twenty-four (24) hours next following the change of schedule where twenty-four (24) hours advance notice of the change of schedule is not given. Off schedule is defined as an assignment to a different shift and not a change in start time. Unless otherwise restricted in the provisions of the MOA, a change in start time is not a change in schedule unless it falls outside the hours identified for the

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respective department in Article VI. Changes in start times do not require 24 hour notice. If an employee's starting time is to be changed, the Company shall give notice to the employee as soon as the new start time is established, or as soon as possible thereafter.

(B) When working an eight (8) or ten (10) hour shift, all hours worked, including time to eat meals provided in Article VII, Section 7 (G), in excess of sixteen (16) consecutive hours of work shall be paid for at double the employee's regular straight time rate of pay. After such period, and upon completion of the work, the employee shall have an eight (8)-hour rest period. If such rest period extends into the employee's regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight (8) consecutive hours of rest.

(C) (1) When working an eight (8) or ten (10) hour shift, if an employee has not been required to work sixteen (16) consecutive hours or more but has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an eight (8)-hour rest period upon completion of the work. If such rest period extends into the employee's regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work or continue working during his regularly scheduled hours and who has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regularly scheduled work period, he shall be paid premium pay (one and one-half (1 ½) times his regular hourly rate) for all hours worked until he shall have had eight (8) consecutive hours of rest.

(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

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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.

(3) When management determines to fill a Trouble Technician schedule and provides at least twenty-four (24) hours notice, at management's option the employee working the schedule may be required to receive eight (8) hours of rest in the fifteen (15) hours immediately preceding the beginning of the employee's regular schedule before reporting for the overtime assignment. If receiving the eight (8) hour rest prior to reporting to work would prevent the employee from working the full shift, management may hold over an on-duty employee or offer a block of overtime to another employee, using the call-out list, to cover part of the schedule while the employee assigned to the schedule is not at work.

(D) When working an eight (8) hour shift, an employee required to work eight (8) hours or more on his first regularly scheduled day off shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. When working a ten (10) hour shift, an employee required to work on his first, second or third regularly scheduled days off shall be paid one and one-half (1 ½) times his regular rate of pay for all hours worked on those regularly scheduled days off. However, if an employee working a ten (10) hour shift has worked at least eight (8) hours on both his first and second regularly scheduled days off, he shall be paid two times (2) his regular rate of pay for all hours worked on his third regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the

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Company to work the employee on his first, second, and, if applicable third regularly scheduled days off.

(E) This paragraph eliminated in the 2005 negotiations.

(F) When working twelve (12) hour shifts, all hours of labor over forty (40) hours per week shall be considered as overtime hours and paid for at one and one-half (1 ½) times the employee's regular hourly wage rate, except as otherwise provided in this Agreement.

(G) There shall be no compounding or duplication of payment for any hours worked.

(H) When working twelve (12) hour shifts all hours in excess of twelve (12) but less than sixteen (16) will be one and one-half (1 ½) times employees regular hourly wage.

(I) When working twelve (12) hour shifts, all hours in excess of sixteen (16) consecutive hours will be paid at two (2) times the employees' regular hourly rate. Should an employee be required to report back for work after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight (8) consecutive hours of rest.

(J) When working twelve (12) hour shifts, all off-schedule hours including all work in the twenty-four (24) hours next following the change of schedule where twenty-four (24) hours advance notice of the change of schedule is not given will be paid at one and one-half (1 ½) times the employees regular hourly rate.

(K) When working twelve (12) hour shifts, if an employee has not been required to work sixteen (16) consecutive hours or more but has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an (8) hour rest period upon completion of the work. If such rest period extends into the employee's regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work or continue working during his regularly scheduled hours and who has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regularly scheduled work period, he shall be paid premium pay one and one-half (1 ½) times his regular, hourly

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rate for all hours worked until he shall have had eight (8) consecutive hours of rest.

(L) When an employee is required to work eight (8) hours or more on his first regularly scheduled day off, he shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the Company to work the employee on both his first and second regularly scheduled days off.

(M) Scheduled days off are broken into twenty-four (24) hour periods. Example: A scheduled day off is defined as the first twenty-four (24) hours after completing the last scheduled work day for that cycle. Following the first day scheduled day off, the next twenty-four (24) hour period is defined as the second scheduled day off and this system will continue. (Example: On a seven-day break the scheduled days off would be 1, 2, 1, 2, 1, 2 and 1).

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 ½) 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

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the pre-trip 360 inspection or logging onto the computer. This subparagraph will not apply to employees covered under Article X, Section 4.

(B) When prearranged overtime construction or maintenance work is scheduled to be performed on a holiday or on scheduled days off, at least four (4) hours of work will be provided at the applicable overtime rate of pay. If the Company does not provide four (4) hours of work, the Company shall still be obligated to pay four (4) hours of pay. If an employee is required to report for any other prearranged overtime work, the employee shall be paid the same minimum as that applicable to a call-out.

(C) (1) The Union and the Company recognize that timely response to emergent call-outs is critical in order to meet customer requirements in Energy Delivery (including Transmission Line). Emergent call-outs are defined as trouble calls and unscheduled overtime required after the close of the scheduled workday and before the beginning of the next scheduled workday in which employees are required to respond from home or from locations other than their regular work location (headquarters or Transmission show-up). Employees at a particular headquarters or Transmission show-up may elect to adopt a Weekend (4:00 p.m. Friday through 7:00 a.m. Monday) On-Call Schedule for a work site with a vote of a majority of the affected employees at that work site. The headquarters or Transmission show-up will remain on the Weekend On-Call Schedule for 12 months. There shall be no more than one vote per work location per calendar year.

(2) If a Weekend On-Call Schedule is voted in at a particular work location, Local Management or Transmission Line Management will determine the numbers of employees by classification to be on the Weekend On-Call Schedule. The On-Call supervisor will post the Weekend On-Call Schedule, including the number of employees and job classifications required, by 4:00 p.m. on the Wednesday before the weekend. Employees who volunteer must sign-up for the Weekend On-Call Schedule by Thursday at 4:00 p.m.

If more employees volunteer than are needed for a particular weekend, the "low person(s)" on the Call-out list will receive the preference. If fewer employees volunteer than are needed for a particular weekend, the "low person(s)" on the Call-out list will be placed on the Weekend On-Call

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Schedule for that weekend. Weekend On-Call Schedule shall not interfere with an employee's vacation. Employees handling their full emergent call-out responsibility during the weekend they are on call on the Weekend On-Call Schedule will not be placed onto the Weekend On-Call Schedule the next two (2) weekends, not to exceed a total of twelve (12) weekends a year.

Employees on the Weekend On-Call Schedule will provide a contact phone number to their On-Call supervisor or the Company will provide them a pager or cell phone. Employees must respond within fifteen (15) minutes after being called or paged. Employees must report to work within sixty (60) minutes (or as soon as reasonably possible for Transmission Line) of the acknowledgement of the emergent call.

An employee may offer his/her weekend or days of being on-call to another employee in the same classification. Employees are responsible for notifying the On-Call supervisor in advance whenever they have provided a substitute for themselves.

Employees who are on the Weekend On-Call Schedule must make themselves readily available and must accept all emergent calls, however, they may decline emergent calls during the weekend due to fatigue, illness, injury or emergencies. It is the employees' responsibility to notify the On-Call supervisor as soon as possible if they are not able to meet their Weekend On-Call responsibility. Rest time provisions specified in Article VI, Section 4(B) and (C) shall apply. Employees who are not on-call, but who are called out for an emergent call are expected to accept their fair share of call-outs.

(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 Field Service Representative classification, the Company shall call the affected overtime call-out list at the headquarters, at least 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,

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then the Company, at its discretion, may utilize other available resources to restore service.

(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 Line Technicians and Line Technician Apprentices have been offered the opportunity at their reporting headquarters.

(F) When the Company determines the need for Company resources to respond to emergent call-outs in Transmission Line Maintenance, the Company shall call the affected Maintenance headquarters overtime call-out list 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 the affected Maintenance headquarters overtime call-out list, the Company shall utilize the overtime call-out list from a neighboring Maintenance headquarters_or the nearest construction crew, whichever is closest, provided the crew is working in the area. 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.

(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.

Section 6 – Distribution of Overtime

(A) (1) All prearranged and emergency overtime shall be distributed as equally as reasonably possible among the employees in their

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respective classifications at each regular working headquarters. It is understood, however, that the sharing of such overtime shall not delay work, but every reasonable effort shall be made to distribute overtime as equally as possible. For Scheduled and Non-Shift employees this will be accomplished where reasonable by calling the low man in the respective classification on the posted list. It is understood that no Shift employee shall be required to work sixteen (16) consecutive hours if it can be avoided. Where reasonable, this will be accomplished by calling the low man in the respective classification on the posted list who is off duty that day. If emergency work occurs within the last one (1) hour of the employee's regular scheduled day, and overtime is expected to result, the assignment(s) shall be offered to the employee(s) by the current overtime list at the respective work headquarters. This does not apply to continuation of work.

(2) It is clearly understood that there are cases where it will be unreasonable to call the low man. Sharing of emergency overtime is an example of this situation. The low man in the respective classification does not have to be called for all overtime work. Management shall have a justifiable reason for not using the low man, such as, due to inefficiency, a job continues past normal quitting time and the crew stays to finish the project, or job familiarity. The Company has the obligation to distribute overtime as nearly equally as reasonable and supervisors should always work in this direction.

(3) In the Line Department, when emergent or pre-arranged work occurs within one and one half (1 ½) hours before the reporting time of one or more employees, the overtime list for those employees only will be used to offer the work, unless the assignment will result in rest time or delay of restoration.

(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 Line Technician (NT) or Line Technician Apprentice (NT) classification will not be subject to a minimum callout expectation and will be allowed to voluntarily place themselves on the bottom of

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the callout list during their weekends. Line Technician (NT) and Line Technician 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 Line Technician (NT) and Line Technician Apprentice (NT) classification will not be compelled to work overtime, except for a named storm or holdover to respond to an outage.

(B) When an employee is temporarily assigned to a higher classification for several consecutive days, he will assume the overtime of the high man in the higher classification at his location as of the date of transfer. When he returns to his regular classification, the overtime including red time he made while assigned to the higher classification will be added to the record of his overtime in his regular classification. This provision shall also apply to temporary and contingent assignments to levels parallel to or higher than an employee's regular assignment as well as temporary and contingent assignments to higher levels. The supervisor of the employee's regular assignment is designated to obtain the overtime data from the contingent or temporary assignment headquarters.

(C) (1) In departments other than the Line Department in Distribution, a record of overtime hours worked by each employee shall be posted each pay period on the respective bulletin board at the headquarters of each Bargaining Unit employee. Overtime available but not worked by an employee shall be posted in red and counted in his total for the purpose of distribution of overtime.

(2) In the Line Department in Distribution, a record of overtime worked by each employee shall be posted weekly on the respective bulletin board at each headquarters. Only hours worked shall be counted in the total for the purpose of distribution of overtime. The exception to this provision will be out of town overnight restoration duty. Red time will be counted for an employee who turns down such an assignment.

(3) When employees in the Line Department are assigned to work outside the Bargaining Unit for forty (40) regular hours within a work week, any overtime hours earned will not be reflected in the callout and overtime recording system. When the employees return to their Bargaining Unit position, they will be reinstated to their prior position on the call-out list, minus 0.1 (-1/10th) overtime hours. In the Line Department (except for

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employees in the Distribution Control Center), prior to the roll of the call out list, employees will be offered the opportunity to voluntarily move up on the call out list. If no employees volunteer, the call out list will roll normally as required. Total overtime hours will be used to determine placement on the call out list.

(4) An employee working twelve hour shifts who is offered pre-arranged overtime will not be redlined more than twelve (12) hours in a calendar day or the total number of overtime hours offered to the employee if the hours offered are less than twelve (12) hours.

(D) Every year starting on the effective date of the 1996 Exhibit "A" of this agreement, posted overtime in each classification at the respective headquarters of each Bargaining Unit employee will be revised by bringing each employee in each classification to zero. When an employee is promoted to or transferred into another classification or a new employee is hired, he will assume overtime hours equal to that of the high man in the classification at that location. When classifications are zeroed, names will be listed in the same order as on the previous listing.

(E) Any portion of the workweek for which premium pay is given due to lack of twenty-four (24) hours notice of change in schedule, shall not be posted as overtime hours.

(F) The distribution of overtime provisions above shall not apply when it is known that a Journeyman will be called out and upgraded to Working Foreperson, in which case the senior qualified Journeyman at the headquarters will be called.

(G) All work on primary cables requiring hand-applied splices, secondary network cables, and related network equipment shall be installed and maintained by the network section of the Line Department. When a call-out for underground URD trouble is necessary, the low overtime-qualified persons on the overhead and URD crews will be called first. When qualified overhead and URD personnel are not available, the Network personnel will be called for URD trouble.

(H) Holiday work is not overtime work for employees already scheduled to work on that day. Holiday pay is premium pay and not overtime pay. Therefore, hours worked on a holiday during the employee's regularly scheduled days and hours are not posted as overtime on the overtime list.

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When the Company requires an employee to work a holiday that he/she would otherwise have off, the Company shall first offer the holiday work by the overtime list. If not enough employees accept the holiday assignment, and employees are then forced to work, they shall be forced by inverse seniority.

Section 7 – Stand-by and On-call Time

(A) Hours worked shall include time that the employee is required to "stand-by" at a designated place prepared to go to work, and such time shall be paid at the applicable overtime rate.

(B) It is understood that all employees shall be subject to call and, if requested, shall keep their headquarters informed as to where they may be reached. Such time is not to be considered as hours of work and is not to be paid for.

Section 8 – Company Meeting

Any employee required to attend a Company meeting on his off hours shall be paid for the hours spent in attending such meetings, or minimum call out requirements, whichever is greater. In the event an employee is required to attend a Company meeting immediately preceding his normal starting time, or is required to attend a Company meeting immediately following his normal quitting time, the employee shall be paid for actual hours required to attend such meeting.

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 is caused the Company.

Section 10 – Work Assignments in the Line Department in Distribution and Field Service Representative (FSR) Classification

(A) A Journeyman in the Line Department (Trouble Technician, Service Technician or Line Technician) may be assigned any work normally

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performed in these classifications or in the FSR classification, whether the work is performed on straight time or overtime. As long as there are employees on duty qualified to perform such work the Company is not required to call-out employees to perform the work. There is no upgrade from Line Technician or Service Technician to Trouble Technician except as provided in paragraphs (B) (1) (2) and (3) below.

(B) (1) If a Trouble Technician schedule is vacant and there are no employees already on duty on straight time who can be assigned the work, management may, at its discretion, fill the schedule. If management determines to fill the vacant schedule, it shall offer the vacant schedule to employees in the Trouble Technician classification in that headquarters and then to Line Technicians in that headquarters.

(2) When a Line Technician fills a vacant Trouble Technician schedule for one day or more, but less than a week, the Line Technician shall be upgraded to the Trouble Technician classification for the hours worked on that schedule. Upgraded Line Technicians shall be eligible for differential in accordance with Article X, Section 3. Seniority shall determine the employees selected to fill the schedule.

(3) When a Line Technician fills a vacant Trouble Technician schedule for one week or more, the Line Technician shall have his or her schedule changed to that of the vacant schedule, shall be placed on the Trouble Technician overtime list and in addition to the upgrade, shall be eligible for shift differential in accordance with Article X Section 3. Seniority shall determine the employee selected to fill the schedule.

Section 11 – Work Assignments in Another Headquarters in the Line Department in Distribution and Field Service Representative (FSR) Classification

(A) It shall not be a violation of this Agreement for management to assign work to employees already on duty who are qualified to perform such work, regardless of the location of the employee or the location of the work, while on straight time, or while working on overtime on another employee's full or partial straight time schedule due to the absence of that employee. Employee's assigned work in a headquarters, other than their regularly assigned headquarters, shall start and finish their day at their home

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headquarters except as provided under the provisions of Article VII, Section 6 and Article X, Section 4.

(B) When employees are assigned new construction or maintenance work in another headquarters on scheduled overtime, the Line Department employees in the same classification(s) in that other headquarters shall be on scheduled overtime. The regular overtime list shall be used in offering scheduled overtime.

(C) If employees are held over more than three (3) hours to work outages in another headquarters, employees in that other headquarters will be called out to relieve the held-over employees.

(D) Employees who have been called out to respond to emergent work in their home headquarters will not be required to respond to work in another headquarters unless a call-out is performed in that other headquarters for the equivalent number of qualified resources. It is expected that the employees working out of their home headquarters in this situation will be returned to their headquarters upon arrival of the relieving employees.

(E) The limitations in paragraphs (C) and (D) above do not apply when the Company determines that a situation exists in a headquarters that requires all available line resources ("all hands on deck").

(F) Field Service Representatives who are held over on overtime can only be required to perform reconnects and disconnects in another headquarters for up to two (2) hours past the end of the employees' regular quitting time. This limitation shall not apply if all FSR resources in that other headquarters have been offered overtime.

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General Working Conditions

Section 1 – Working Foreperson

(A) The crew of a Working Foreperson in all departments covered by this agreement shall consist of not more than five (5) men including the Working Foreperson, except as follows:

(1) The pole setting, yard maintenance, right-of-way clearing and Fleet Services Department crews shall not be restricted to five (5) men.

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(2) Except in the Overhead Line Department, the addition of one (1) or more Laborers on a temporary basis for a period not to exceed two (2) weeks shall not be the basis for considering the Working Foreperson as substituting for a Foreperson.

(3) In the Substation Construction and Substation Maintenance Departments, when general shop work is being performed or work is being performed on the construction of new substations or new additions to existing substations, such as steel fabrication, yard preparation, ground and conduit field installations, preparation of transformers and breakers up to and including 115 kV, and material handling where the work area is properly isolated from energized conductors or equipment, two additional employees may be assigned to Working Foreperson crews. When such crews contain six (6) or seven (7) men including the Working Foreperson, the Working Foreperson shall be upgraded to Senior Working Foreperson.

(B) In the Overhead Line Department a Line Technician shall be assigned to the Working Foreperson crews, whenever possible.

(C) When five (5) men are placed on a job, the senior qualified employee in the group shall be designated by the supervisor as a Working Foreperson. If the work of this group continues for two (2) hours or more, the employee designated as a Working Foreperson shall receive the minimum rate for that classification during the period of such assignment or such higher rate as his previous experience with the Company as a Working Foreperson on a regular or contingent assignment entitles him.

(D) In applying the provisions of this agreement, the Working Foreperson shall be considered as a Journeyman.

(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 Line Technician," or "Lead Network Specialist," or "Lead Electrician," or "Lead Maintenance Mechanic," or "Lead Air Conditioning Mechanic," and paid one dollar (\$1.00) per hour above the top wage bracket of the regular Journeyman rate.

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(F) When installing underground residential distribution cable and conduit, the crew of a Lead Line Technician, Lead Electrician, or Lead Network Specialist may consist of an Equipment Operator or Apprentice in the Line Department and not more than six (6) Laborers.

(G) When a Distribution Special Line (SL) crew is scheduled on either Saturday or Sunday and a supervisor or an upgraded supervisor is not at work in that headquarters on that day, the senior Line Technician on duty shall be designated as "Lead Line Technician" when four (4) or more employees from that headquarters are working at the same time on straight time or scheduled overtime.

Section 2 – All Apprentices and Ground Technician

(A) It is agreed that there shall be no more than one (1) Apprentice to each Journeyman in the Line Department, Electrician in the Substation Department, and Journeyman level employees in the Production Department.

(B) Substation Electrician Apprentice

(1) The Substation Electrician Apprentice classification shall consist of eleven (11) steps as noted in Exhibit "A".

(2) During the first (1st) step, employees in the Substation Electrician Apprentice classification shall not work in an aerial lift device and must work under direct supervision during the first step.

(3) The Substation Electrician Apprentice classification shall not work on energized lines or equipment during the first three (3) steps.

(4) During the second (2nd) and third (3rd) steps, Substation Electrician Apprentices may work on de-energized lines and equipment, that have been properly grounded per the Health and Safety Manual, with direct supervision and may assist a Journeyman in an aerial lift device if everything within reach of the aerial lift device is de-energized, and properly grounded per the Health and Safety Manual, once they have been properly trained.

(5) During the fourth (4th) step, Substation Electrician Apprentices may work on de-energized lines or equipment, that have been properly grounded per the Health and Safety Manual, with indirect supervision. They may perform work on de-energized lines or equipment, that have been properly grounded per the Health and Safety Manual, in an aerial lift device with indirect supervision. With direct supervision, the Apprentice may work on energized

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lines or equipment up to a maximum of five hundred (500) volts but may not do so in an aerial lift device by themselves.

(6) During the fifth (5th) and sixth (6th) steps, Substation Electrician Apprentices may work on energized primary lines and equipment with direct supervision. Apprentices in these steps may work on de-energized lines and equipment without supervision provided there is a Journeyman on the job site.

(7) Substation Electrician Apprentices at seventh (7th) step may work on any energized lines or equipment without supervision, when in the opinion of the supervisor that it is safe for them to do so. They shall be upgraded to Journeyman when performing such work. Substation Electrician Apprentices must be capable of performing work on energized lines and equipment without direct supervision to be considered for upgrade.

(8) Direct supervision shall be defined as working directly with a Journeyman. When an Apprentice is in the bucket, then the Journeyman shall be on the ground.

(9) Indirect supervision shall be defined as working within sight or sound of a Journeyman.

(C) Line Technician Apprentices & Line Technician Apprentices (SL)

(1) The Line Technician Apprentice classification shall consist of eight (8) steps as noted in Exhibit "A".

(2) During the first (1st) step, Line Technician Apprentices may work on de-energized lines or equipment with indirect supervision. With direct supervision, Apprentices may work on energized lines and equipment energized up to five hundred (500) volts and, after being properly trained, may do work from an aerial basket.

(3) During the second (2nd), third (3rd) and fourth (4th) steps, Line Technician 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 fifth (5th) step, Line Technician 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

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(b). Line Technician Apprentices must be capable of performing work on energized lines and equipment without direct supervision to be considered for upgrade.

(b) Line Technician Apprentices who have attained fourth (4th) step may repair or replace streetlights (up to 120 volts) without direct supervision between the hours of 6 AM and 8 PM (daylight hours). The rate of pay for performing this work shall be that of the Lighting Technician (JCC#J0435), or the Line Technician Apprentice's regular wage rate, whichever is higher. Non-overtime assignments of this work will be offered by seniority.

(5) Direct supervision shall be defined as working directly with a Journeyman. When an Apprentice is in the bucket, the Journeyman shall be on the ground.

(6) Indirect supervision shall be defined as working within sight or sound of a Journeyman

(D) Ground Technician & Ground Technician (SL)

(1) The Ground Technician classification shall consist of three (3) steps as noted in Exhibit "A".

(2) A Ground Technician is not eligible to bid on, be placed into, be upgraded to or be promoted into a Line Technician Apprentice vacancy until they have completed the second (2nd) step in Exhibit "A". Additionally, the Ground Technician must successfully complete the Ground Technician Mandatory Task List, be qualified by a Supervisor, be a competent climber, and perform work from a standing pole.

(3) This paragraph eliminated during 2008 Negotiations.

(4) A Ground Technician with less than ninety (90) days work experience as a Ground Technician, shall not participate on any off-system-storm restoration effort.

(5) A Ground Technician in Distribution, may not work from an aerial basket.

(6) During the third (3rd) step, a Ground Technician in Transmission may assist a Journeyman in a double aerial basket on transmission work only. All conductors must be de-energized.

(7) It is understood that qualified Ground Technicians should be looking to progress, and should be bidding on positions that are within the

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required driving distance to the headquarters of the Ground Technician's residence.

(E) Aerial Basket Work

An employee working from an aerial basket shall be a Journeyman, an Apprentice in training under the direction of a Journeyman, or an Apprentice working in accordance with Article VII, Section 2(C)(4)(b).

During the first (1st) step, after being properly trained, Apprentices in the Distribution Line Department may work from an aerial basket. All work shall be de-energized.

During the third (3rd) step, a Ground Technician in the Transmission Line Department may assist a Journeyman in a double aerial basket on transmission work only. All conductors must be de-energized.

During the first (1st) step, when working directly with a Journeyman, Apprentices may work on energized transmission lines and equipment from an aerial basket, if in the opinion of the supervisor, it is safe for them to work on.

Upgraded Laborers are not considered Apprentices in the Application of Article VII, Section 2 (E).

This job assignment shall be offered to the senior employee in each location who is qualified to do a good workmanlike job while working from the aerial basket.

(F) Management agrees to upgrade a qualified Electrician/Line Technician Apprentice to Line Technician when the Apprentice, and one other person other than a Journeyman, is sent out with work that involves constructing or maintaining an energized or de-energized circuit.

Examples of work where upgrade would be paid are:

1. Installing a pole and transformer.
2. Installing a pole and street lights with circuits involved.
3. Installing underground cable or conduit in energized switch gear or energized live front transformers.

Examples where upgrade is not paid on de-energized circuits are:

1. Installing and removing poles.

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2. Setting pad mount transformers and pads.
3. Installing and removing anchors.
4. Installing pole and street lights with no circuits involved and similar activities.
5. Trenching, installing underground cable and conduit in trench or dead front transformers.

Section 3 – Employees' Addresses

Employees shall keep their working headquarters informed at all times of their home or living quarters address, so that they may be reached promptly in the event of an emergency requiring their services.

Section 4 – Absent Notice

As soon as practicable after an employee knows that it will be necessary for him to be relieved from duty, he shall notify his supervisor. When an employee has been relieved of duty, he shall notify his supervisor as much in advance as possible of the date on which he will return to regular duty.

Section 5 – Telephone

When an employee is subject to receiving calls from the public due to residence telephone number being listed in the telephone directory under the Company's name or there is no Duke Energy listing in the local telephone directory, the expense of the monthly base rate for a single standard telephone shall be borne by the Company.

Section 6 – Headquarters -- Traveling Crews

(A) 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.

(B) All System Maintenance Crew 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.

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Section 7 – Board and Lodging – Meals

(A) When employees are required to be away from their headquarters overnight, the Company will furnish board and lodging. Normally, when working within a forty (40) mile radius, they will be returned each day to their headquarters; provided, however, employees working within forty (40) miles of their headquarters will be returned at least every third day. Such employees will be transported on their own time to and from the eating place for the noon meal when not more than ten (10) minutes travel time each way is involved. The work period will be extended for the time required in excess of the regular meal period.

(B) This paragraph eliminated in the 2008 Negotiations.

(C) This paragraph eliminated in the 2008 Negotiations.

(D) When employees take their lunches, the lunch period shall be one-half (½) hour when requested by a majority of the employees in the crew or group.

(E) Emergency Call Outs

(1) Employees shall earn a meal allowance when they are called out to work anytime within three (3) hours after the end of the scheduled quitting time. Employees who are called out and work outside the period described above, shall earn a meal allowance after having worked five (5) continuous hours. In either case, the employee shall earn additional meal allowances every five (5) hours if the employee works continuously.

(2) When an employee is called out for emergency work on off scheduled days and a normal meal time is interrupted, the employee shall be entitled to a meal allowance. A normal meal time for the purpose of this Paragraph is: Breakfast 6:00 am to 8:00 a.m., Lunch 11:00 a.m. to 1:00 p.m. and Dinner 4:00 p.m. to 6:00 p.m. After qualifying for the first meal allowance within these time frames, employees continuing to work will qualify for another meal allowance every five (5) hours thereafter.

(F) The lunch period of Non-Shift and Scheduled employees shall begin not later than one (1) hour after they customarily start their lunch period. Where it is impossible to comply with the above, the employee shall be paid at the applicable overtime rate for the normal lunch period and, as soon as the

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emergency is over, shall be given time off to eat his lunch, not to exceed one-half ($\frac{1}{2}$) hour, without loss of regular pay.

(G) Reporting Early and Working Holdover Overtime on Regularly Scheduled Days.

(1) When employees are required to report for emergency work one and one-half ($1 \frac{1}{2}$) hours or more before regular starting time, they shall earn a meal allowance for breakfast and lunch. When the work continues past the regular starting time, the employees shall be allowed time off with pay for breakfast not to exceed one-half ($\frac{1}{2}$) hour to eat. However, if employees are given time off to eat prior to their normal reporting time, they will eat on their own time, rather than on Company time, even though the work itself may continue past the regular start time. Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty.

(2) When employees are required to report for pre-arranged work one and one-half ($1 \frac{1}{2}$) hours or more before regular starting time, they will earn a meal allowance for breakfast. When the work continues past the regular starting time, the employees shall be allowed time off with pay not to exceed one-half ($\frac{1}{2}$) hour to eat. However, if employees are given time off to eat prior to their normal reporting time, they will eat on their own time, rather than on Company time, even though the work itself may continue past the regular start time. Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty.

(3) Holdover on eight hour and extended hour shifts.

(a) When work continues one and one-half ($1 \frac{1}{2}$) hours or more after regular quitting time for employees on an eight (8) hour shift, (i.e., eight (8) hours after regular starting time exclusive of meal time), employees will earn a meal allowance. If the work continues, additional meals will be paid for and time to eat them as specified in paragraph G (5).

(b) When employees are scheduled to work ten (10) hour extended workdays, the newly scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph; provided, however, if an employee is required to work one-half ($\frac{1}{2}$) hour or more beyond the ten (10) hours, he/she shall earn a meal allowance.

(c) During scheduled outages in Fossil Production, when an employee is scheduled to work twelve (12) hour extended workdays, the

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employee shall earn one meal allowance, however, there is no paid meal time for the meal allowance earned. The newly scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph; provided, however, if an employee is required to work one-half ($\frac{1}{2}$) hour or more beyond the twelve (12) hours, the employee shall earn paid meal time in accordance with paragraph G (5).

(4) Holdover on Ten or Twelve hour shifts - When work continues one-half ($\frac{1}{2}$) hour or more after regular quitting time for employees on a ten (10) or twelve (12) hour shift, (i.e., ten (10) or twelve (12) hours after regular starting time exclusive of meal time), employees will earn a meal allowance. If the work continues, additional meals will be paid for and time to eat them as provided in paragraph G (5). When employees are scheduled to work ten (10) or twelve (12) hour workdays, the scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph.

(5) Employees shall be compensated for time to eat meals, earned in paragraph 3 and 4 above, not to exceed one-half ($\frac{1}{2}$) hour after they have worked three hours past the regular quitting time on an eight (8) hour shift, two and one-half ($2\frac{1}{2}$) hours past the regular quitting time on a ten (10) hour shift and one (1) hour past the regular quitting time on a twelve (12) hour shift. Additional meal allowances and paid meal periods shall be earned every five (5) hours after the first meal allowance is earned. If employees are not provided time to eat during the work period(s), the missed one half ($\frac{1}{2}$) hour paid meal period(s) shall be claimed and added to the end of the work period. Any paid meal period taken at the end of a shift will not be used in the calculation for rest time.

(H) Reasonable effort will be made to observe the employees' normal meal time.

(I) Pre-arranged Overtime

(1) Off Scheduled Days - All meal provisions of this agreement shall apply on the employees' off-schedule days, in the same manner as on regularly scheduled workdays. No meals or paid meal times are provided for this work unless the hours of work are changed from the pre-arranged start and stop times without prior notice. In this event, employees shall be compensated for holdover or early reporting as provided in paragraph (G) above.

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(2) Off Schedule Hours on Regular Scheduled Days - Employees shall earn a meal allowance when they are pre-arranged to work anytime within three hours after the end of the normal quitting time. Employees, who are pre-arranged to work outside the period described above, shall earn a meal allowance after having worked five (5) continuous hours. In either case, the employee shall earn additional meal allowances every five (5) hours if the employee works continuously.

(3) Prearranged for purposes of this paragraph shall be described as any notice given to an employee twelve (12) hours or more prior to the start of the assignment.

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive 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.

(K) Meals and lodging furnished by the Company as a requirement of this agreement shall be free of charge to the employees; provided, however, that the employee will pay such taxes as are required by the Internal Revenue Service.

Section 8 – Safety

(A) The safety of employees is a matter of paramount importance, and no employee shall be required to take undue risks in the performance of his duties. Where not specifically covered by this agreement, the Company Safety Rules shall govern the work. An employee may refuse any job which he/she reasonably considers to be unsafe for him/her to perform.

(1) The Company and the Union recognize the need for a strong Health and Safety Program for the benefit of all employees covered by this agreement. The Company and the Union will cooperate in promoting safety throughout the various operations of the Company and will work together to oversee the development and implementation of safety and health programs.

(2) It is agreed that the establishment and enforcement of safety rules and regulations, the responsibility under the Occupational Safety

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and Health Act and the provision of a safe work place are management's exclusive responsibility.

(3) A Health and Safety Steering Committee will be established. The H&S Steering Committee will consist of the System Council U-8 Business Manager (or designee) and two other representatives selected by the Union and three representatives selected by the Company, two of whom will be executives of the Company. The functions of the H&S Steering Committee, which will meet a minimum of two (2) times a year, will include:

- (a) To discuss significant safety and health issues which have arisen in the workplace or which are brought forward by either the Union or the Company.
- (b) To identify, review, and monitor safety trends and issues relevant to work groups.
- (c) To share industry events and external best practices.
- (d) Review new and/or changes to standards and regulations and recommend appropriate changes in the work environment and work procedures.

(4) Business Unit Safety Committees for each Business Unit will be established which shall meet quarterly. The membership of such committees will consist of three (3) representatives selected by the Union, one of whom will be a Local Union President (or his designee) whose Local includes a part of the Company Business Unit, and two (2) other Bargaining Unit employees from that Business Unit, and three (3) section managers from the Company. The number of delegates who are on the Business Unit Safety Committee can be adjusted upon mutual consent of the Union and Company. The functions of the Business Unit Safety Committees include:

- (a) To monitor Business Unit safety targets and indicators.
- (b) To assist in developing, and reviewing the implementation of the Business Unit Safety Program.
- (c) To review safety tools, devices and equipment.
- (d) To review the results of accident investigation teams.
- (e) To review safety orientation and training programs.

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(f) To recommend, and review changes to the Company Safety Manual.

(g) To develop the guidelines that will govern the operation of these Committees.

(h) To conduct joint safety visits.

(i) To recommend, and review changes to the Switching and tagging/clearance process.

(j) To review applicable manufacturer's recommendations or recalls.

(k) To review applicable OSHA notifications.

(5) Whenever an investigation team is appointed by the Company to investigate a lost time accident or significant near miss event involving a regular Bargaining Unit employee, it shall include two (2) employees from the Bargaining Unit familiar with the line of work in issue. Such employees will be selected by the Union Business Manager (or his designee). Bargaining Unit employees on an investigating team will not be involved in any disciplinary action that may be taken against any Bargaining Unit employee. Union representatives on an accident investigation team must agree to all requirements set out for team membership regarding participation, communication of information and confidentiality (if required). The results of all accident investigations, including lessons learned and future corrective action, if any, will be timely shared with the Health and Safety Steering Committee, Business Unit Safety Committees and Bargaining Unit employees.

(6) Both parties affirm their commitment to Local Safety Councils and FHO Event Free Councils. The membership of the Local Safety Councils and FHO Event Free Councils shall consist of the employees at the location(s) where the Company creates the Local Safety Councils and FHO Event Free Councils, as well as one or more Company-designated managers or supervisors. The chairperson and all officers of each Local Safety Council and FHO Event Free Council will be elected by the non-management employees of the 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 Local Safety Council or FHO Event Free Council vacates his/her position during the twelve (12) month term, a

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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 will have the responsibility of implementing safety programs and creating meeting agendas, including any compliance-related topics.

(7) The Health and Safety Steering Committee and Safety Teams noted above will not involve themselves in disciplinary action, and will not consider any issue over which a grievance is pending. It is not the intention of the Company or the Union to use this Committee or these Teams for the purpose of creating work rules or for the discussion of topics not directly related to safety.

(8) It is agreed that the Local Union President, and the Chairman of the local safety team (provided that employee is in the Bargaining Unit) shall from time to time visit work sites and facilities in conjunction with Management. The time to do these visits shall be mutually agreed to, and in accordance with Article VIII, Section 3.

(B) In the handling of all work, supervision is required to see that a sufficient number of skilled and trained workers are assigned to the job, equipped with the necessary safety devices to do the work properly and safely, as outlined by the Company's Safety Rules.

(C) Where overhead line, underground, or substation work is of an especially hazardous nature, at least two (2) Journeymen shall be assigned to the work. In the event an employee finds any work to be unsafe for him to perform, he is expected to request qualified assistance. Whenever practicable, circuits shall be opened and grounded.

(D) Employees bidding into the Trouble Technician classification shall have held or must currently hold a Line Technician or Service Technician position. Such employees will be trained for a sufficient period of time to properly acquaint them with the duties involved.

(E) Hot line work will be done by employees properly trained to qualify them to perform such work. Work on energized primary conductors shall not be required during periods when weather conditions are unfavorable for work on energized conductors, except during emergencies.

(F) At least two Journeymen shall be assigned to the work when working on lines or equipment energized at more than 500 volts, including the installation or removing of transformers in a three-phase transformer

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bank on a pole that has an energized primary conductor and all transformers on a pole having three-phase energized primary conductors; except that one Journeyman may restore service or remove immediate hazards to life or property where he can do so without undue hazard to himself. It is understood that the above requirements do not apply to crews engaged in pole hauling, setting or pulling, or aerial basket work. It is further recognized by the Company and the Union that, when the work is of an especially hazardous nature, the Supervisor and the Journeyman shall apply Article VII 8 (C).

(G) This paragraph was deleted in 2005 negotiations.

(H) No work will be performed on conductors energized at voltages in excess of 5,000 volts, phase to ground, by the gloved hand method while standing on poles or structures. In this connection, a Journeyman may cover conductors or transfer covered conductors from the pole where he feels he can do the work safely.

(I) Except for on-the-job training in the Transmission section of the Line Department, the bare-hand method shall be confined to trained Working Forepersons and Line Technicians in the Line Department and Working Forepersons and Electricians who volunteer in the Substation Construction and Substation Maintenance Departments. Employees performing live line bare-hand work shall be trained or have worked live line bare-hand in the previous twelve (12) months.

In the Line Department and Substation Departments bare-hand work on overhead construction insulated for 13 KV and below will not be permitted. Other work methods on these voltages are permitted.

(J) Any employee assigned to climb microwave or radio towers or stacks shall, upon his request, be assigned another employee to accompany him. An employee will not be required to climb stacks and towers if he has good and sufficient reasons to object to making the climb. His job will not be in jeopardy due to such objection.

(K) (1) Ground help is defined as a competent person within 200 feet or less and within voice communication of the pole being worked on. An Apprentice (not an upgraded Ground Technician) working on the pole in the secondary position with conductors or devices de-energized and grounded is also considered as ground help.

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(2) When aerial work is energized, ground help shall remain on the ground in the immediate vicinity of the vehicle.

(3) Primary shall be covered and stinger or jumpers removed by the Journeyman. During this procedure, the ground help shall be on the ground.

(4) Two buckets working on the same pole must have a person on the ground in the immediate vicinity of the vehicles.

(5) When an Apprentice is in the bucket, then the Line Technician shall be on the ground.

Section 9 – Work During Rain

During rain the only line, outdoor substation or exposed underground work to be done shall be that of emergency nature. It will be the policy of the Company to give reasonable consideration to limiting the outside work of other employees when inclement weather conditions exist, providing the nature of the work will permit postponement.

Section 10 – Protective Equipment

(A) Suitable rain protective equipment -- rain coats or suits, hats and rubber boots – will be provided by the Company for employees required to work outside during wet weather. The Company will furnish hard hats for employees subject to working in areas where there is danger from falling objects or danger of making head contact with energized lines or equipment. Such equipment shall remain the property of the Company.

(B) Safety prescription eye wear specified by the Company shall be provided to all Bargaining Unit employees who would normally need to use them in his/her everyday duties. Safety prescription eye wear will be replaced when damaged to an extent requiring replacement or prescription change, and if returned for replacement. Such eye wear shall be provided at no cost to employees. Employees shall use their own time to purchase such eye wear and for related adjustments and appointments.

(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

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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.

(D) The Company shall furnish climbing tools to all new employees in a climbing classification who do not already have such tools. The tools shall include a tool pouch, climbing belt, climber straps, pads, gaffs and climbers. Employees who desire to purchase their own equipment shall be reimbursed up to the value of the approved equipment established by the Company. When replacement of an employee's climbing tools as listed above is necessary due to normal wear and tear incurred while working for the Company, the Company will pay the full cost of the equivalent replacement.

(E) (1) The Company shall furnish nine (9) Fire Retardant (FR) shirts and pants and one (1) FR jacket with liner to new employees in the work groups requiring the use of FR clothing. In addition, the Company will also provide new employees who work in the North Coastal Zone, in work groups requiring the use of FR PPE clothing, two (2) additional items of extreme cold weather FR clothing.

(2) Each year thereafter, every employee working in work groups requiring the use of FR clothing shall be given a FR clothing allowance of four hundred and fifty-five dollars (\$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 (2) garments per employee per year will be provided, in addition to the annual allowance.

Section 11 – Replacement of Tools

(A) This paragraph eliminated in the 2008 Negotiations.

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(B) The Company will, where practical, provide adequate facilities for the safekeeping of employees' property required in the performance of their work. However, employees have the primary responsibility for the safety of their own personal property. Tools and other personal property required in the performance of the employees' work will be replaced by the Company if stolen from Company property where all available security and theft protection devices were properly utilized. The decision to replace stolen articles, however, will rest with management and will depend on the circumstances surrounding the loss.

Section 12 – Coveralls and Replacement of Clothing

Employees when required to work in combustion chambers, boiler drums, gas passages, condenser circulating water passages, transformer hulls, or other oil reservoirs, shall be furnished coveralls and gloves. Such equipment shall remain the property of the Company and shall not be devoted to personal use and shall be turned in when not in use. An employee who has his personal wearing apparel damaged beyond repair because he was unable to change clothes or secure protective clothing due to an unusual emergency shall be reimbursed in an amount equal to the estimated value of such clothing immediately prior to the incident.

Section 13 – Duke Energy Florida to Contract to Work for Other Companies (Non-Emergency)

(A) Periodically, the Company may contract its outage, maintenance or construction services to plants and facilities owned by other utilities or businesses. To staff the temporary work force assigned to such contract maintenance, except as otherwise set forth below in Paragraph (F), the Company will post the positions required and select the senior qualified employee(s) for the temporary work assignment. Contract specifics will be presented to employees with the posting.

(B) Employees selected for temporary assignment outside the Company system will continue to remain Company employees for the purpose of payroll, benefits, and seniority rights for all hours worked. Overtime hours paid outside the Company system will be recorded.

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(C) Terms and conditions of employment will remain as outlined in the Memorandum of Agreement between Duke Energy Florida, Inc. and the I.B.E.W. System Council U-8. However, some flexibility to adopt the host schedule may be required. Known differences will be included in the posting.

(D) When employees are required to be away from their headquarters overnight, they will be reimbursed by the Company for reasonable board and lodging expenses using an accountable plan on a per diem basis, not to exceed the amounts posted in the Federal Register. Board and lodging expenses will be paid in addition to pay earned at the appropriate rate of pay.

(E) All travel time shall be paid at the straight time rate. For vehicle travel, one (1) hour travel time per fifty (50) miles traveled (8 hours maximum per day) will be allowed. If private vehicle is used, mileage will be paid according to the applicable Internal Revenue Service rates.

(F) For major maintenance or outage work that is to take place on any combustion turbine units owned by other utilities or businesses, and that the Company elects to make available to regular Bargaining Unit employees, the Company will solicit volunteers from its Combustion Turbine and/or Jet Engine travel crews. The Company will then select from among the volunteers, if any, the senior qualified employee(s) for the temporary work assignment. For scheduled outages, if not enough regular employees volunteer for the temporary assignment, then the Company will post the remaining positions in accordance with paragraph (A) above. All other provisions of Section 13 will apply.

Section 14 – Work Attire

(A) The Company and the Union agree that the appearance of Company employees is important to a positive perception of the Company. For regular employees in the Energy Control Center, the Distribution Dispatch Center, the Control Rooms in Fossil power plants, and employees working in the Service Dispatcher offices, a sleeved and collared shirt, appropriate pants (which can include denims but not shorts or sweat pants) and close-toed shoes must be worn. Such clothing is to be clean and in good repair. Any printing or logos must be business-appropriate. At the option of employees in the above work areas/classifications, the Company will pay for seven (7) Company-logged collared shirts (long or short sleeved). These shirts will be replaced at the

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Company's expense as needed upon approval by supervision. Such shirts will be purchased through various Company-approved catalogs or web sites.

(B) Employees in the Fleet Services Department will be furnished uniforms and uniform service at the expense of the Company and must wear the uniforms while at work.

Section 15 – Fleet Services Tools

(15) New employees entering Fleet Services in the Vehicle Maintenance Technician I, II or III classifications will be given a one-time tool allowance of \$750 upon completion of their probationary period. This allowance will supplement for these employees the purchase of the personal tools needed to perform their work. The list of personal tools to be provided by the employee will be listed in the Fleet Services Task Development Manual, as negotiated between the parties. All Specialty tools will continue to be supplied by the Company for employees' use at no cost to the employee.

ARTICLE VIII

Release of Employees for Union Duties

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"), the Union Employee shall be granted a leave of absence without pay from the Company, upon due and timely notice. 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:

(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

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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. If they were eligible to receive Employer Retirement Contributions under the 401(k) defined contribution savings plan immediately prior to becoming a Union Employee, they will receive an Employer Retirement Contribution 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, provided, however, that, during periods when they are not permitted (based on the requirements of the tax code and ERISA) to receive such Employer Retirement Contribution, they will receive a Company pay credit to the cash balance defined benefit retirement plan equal to 4% of pay, 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.

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(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).

Section 2

(A) When it will not seriously interfere with the proper operation of the Company's business, the Company agrees to excuse from Company duty without pay any employee whose services are required for Union work, upon written request of the Union at least two (2) days in advance; provided, however, that releases of this character shall not exceed thirty (30) working days in any one calendar year, or such longer period as may be agreed upon between the Company and the Union.

(B) Employees who are members of the Union's System Committee who miss overtime hours made available while on Union Business with the Company will, at the employee's option, have their hours of overtime adjusted on the call out list.

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 first step

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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 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 second step grievance meetings. Individual grievants will not be compensated for attending these 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 second step preparation time and to attend 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.

ARTICLE IX

Grievances and Arbitration

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.

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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 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. Grievances regarding the discharge of an employee shall be submitted to Labor Relations as a first step grievance 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 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

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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 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 electronic date stamp of the Company's response, notify the Company via e-mail to the Labor Relations Department that the grievance is to be taken to the 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 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 e-mail its decision to the System Council Business Manager.

(b) The System Committee preparation meetings and all 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 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 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 second step grievance week

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schedule being full, it shall be put on the following month's second step grievance week schedule. In such case, the second step time limit shall automatically be waived.

(c) Thirty (30) minutes shall be allowed for each 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 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) days of the e-mail date of the Company's second 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) 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

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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 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 (3rd) 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.

ARTICLE IX and ARTICLE X

(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.

Section 5

If the Company desires at any time to file any complaint with respect to the conduct and attitude of the Union or its members, it is understood and agreed that the Company may in its turn avail itself of the Grievance and Arbitration procedure herein established and exhaust the remedies thereof.

ARTICLE X

Wage, Wage Administration and Miscellaneous Benefits

Section 1

(A) The wages to be paid shall be at the rates stated in the schedule attached hereto, marked Exhibit "A," and made a part hereof. The effective

ARTICLE X

date of the wage schedules shall be December 5, 2016, December 4, 2017 and December 3, 2018 as indicated in Exhibit "A." Such wages shall be paid biweekly not later than Friday.

(B) Progression within the wage rate ranges in Exhibit "A" shall be made at intervals of six months provided the performance of the employee is satisfactory. For the purposes of this paragraph, six months shall be equal to 1040 hours of time worked. Straight time and overtime hours combined may be used to accumulate 1040 hours, however, no more than 80 hours may be accumulated each pay period.

Section 2

Probationary employees shall be paid not less than the minimum rate of pay of the classification to which they are assigned or promoted.

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 one dollar and five cents (\$1.05) per hour for all regular or overtime hours worked between 6:00 p.m. and 6:00 a.m. Shift differential shall not be paid for any time not worked.

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) 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

ARTICLE X

have no assigned headquarters from their legal residence. However, this payment of one hundred forty-two dollars (\$142.00) per diem must comply with all applicable IRS regulations and guidelines.

(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) 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) 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) will be the one closest to their legal residence.

(C) This paragraph deleted in 2016 Negotiations.

(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 four hundred (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.

ARTICLE X and ARTICLE XI

Section 5

Bargaining Unit employees will participate in the Company-provided Cash Incentive Plan (CIP) under the Duke Energy Short-Term Performance Program (STPP) at a target opportunity of 5% of eligible earnings. Only employees hired before or during the performance year and who remain employed through December 31 of the performance year or have an eligible termination (death, disability or retirement within the meaning of the STPP) during the performance year will be eligible for an award from the CIP. Eligible earnings upon which the CIP will include base pay and overtime pay (including double time and premium pay). The CIP is intended to reward performance towards the achievement of corporate and team measures that are developed annually in the sole discretion of the Company. Awards earned under the CIP generally will be paid in March following the performance year based on actual achievement, as determined by the Company in its sole discretion, of pre-established corporate and team goals. Corporate and team payout levels will be established at the same minimum, target, and maximum levels that apply to other participants in the CIP and will be determined by the Company in its sole discretion. Other than as set out above, the terms and interpretation of the CIP, including the setting and selection of goals, the number of goals, and the extent of the attainment of those goals, shall rest exclusively with the Company.

ARTICLE XI

Employee Participation Process

Section 1 -- Employee Participation Process

The Union agrees to voluntarily participate in joint processes that provide opportunities for employees at all levels to enhance their working environment. It is agreed that the Company and Union will be partners in this process and will have equal input into formation and composition of teams, goals and purposes, as well as subjects the team may address.

The Company and the Union agree to participate in joint processes:

(A) When a process review team involves Bargaining Unit employees, the System Committee will provide the names of Bargaining Unit employees to the Company for participation in the process.

ARTICLE XI and ARTICLE XII

(B) Teams will not deal with grievances, labor disputes, wages, benefits, rates of pay or otherwise interfere with the terms of the Memorandum of Agreement. All recommendations involving subjects of collective bargaining will be referred to the System Committee for their review and consideration.

(C) The Union shall retain its existing contractual right to grieve joint process actions regarding contractual issues that may inadvertently be addressed by the Employee Participation Process (EPP) team. The EPP will not conflict with any terms or conditions of this collective bargaining agreement and will not reduce any rights or privileges of the employee or employer.

(D) If the Company and the Union committees both agree that a team recommendation(s) is a subject of collective bargaining, then the two committees agree to negotiate such recommendations without undue delay even if such occurs during the term of the contract or after regular negotiations have commenced. Management agrees that if an impasse is reached in such negotiations, it will not unilaterally implement the recommendation(s) which is the subject of the impasse during the term of this agreement.

(E) Amendments resulting from the application of this section will be placed in effect upon ratification by the Union Membership.

(F) The Union and Company will review this agreement. Either party may withdraw from participation at any time by notifying the other party in writing and shall take effect thirty (30) days from receipt of such notice.

ARTICLE XII

Term--Extensions—Modifications

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 5, 2016, and when signed by the Company and the Union and approved by the International President of the Union, such amendment shall become effective December 5, 2016. The agreement, as amended, shall remain in full force and effect through December 1, 2019, and from year to year thereafter, subject to changes and termination in the way provided herein.

ARTICLE XII

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 sixty (60) days prior to December 3, 2018. 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.

Section 3 -- Legality

Should any provision of this agreement be held, either by mutual consent of the parties hereto or by decree of a court of competent jurisdiction, to be invalid because of conflict with any state or Federal Statute, such provision shall become inoperative, but all other provisions shall continue in full force and effect. The parties hereto agree upon written request from either party to meet promptly to negotiate such revision of this agreement as may be required to remove such conflict.

Section 4

This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendments shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as in this agreement, and be approved by the International Office of the Union.

Section 5 -- Use of Term "Days" in Agreement

The term "days" as used in this agreement means calendar days unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this document as of January 17, 2017.

Harry K. Sideris
State President-FL
Duke Energy

DUKE ENERGY

and

**SYSTEM COUNCIL
U-8, IBEW**

Richard V.M. Krotseng
Director, Labor Relations-FL

Scott M. Demetree
Business Manager,
System Council, U-8

B. Hugh Irwin
Robby Odom
Gary Roebuck
Steve Sublett
Brandi Alexander
Stan Sherrill

David Herlocker
Phil Howard
Mark McGuffee
Michael O'Quinn
Dennis Ryan
Charles Strawn

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