

This page intentionally left blank

Revised Exhibit B

Appendix to MOU on Decommissioned Operation of the Crystal River Nuclear Plant

EXHIBIT "B"

CRYSTAL RIVER PLANT UNIT NO. 3

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

1.1 NRC PHYSICAL EXAMINATION AND PHYSICAL REQUIREMENTS

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

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

1.2 TECHNICAL QUALIFICATIONS

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

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

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

2.0 WAGE SCHEDULE

See Exhibit "A".

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

7.0 CONTAMINATION AND DECONTAMINATION

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

8.0 TOOLS AND EQUIPMENT

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

9.0 OUTSIDE EMPLOYEES

An outside employee temporarily assigned to work at Crystal River Unit No. 3 who holds a Radiation Worker qualification will be upgraded to a

comparable nuclear classification or be upgraded 4% where no comparable nuclear classification exists.

10.0 NUCLEAR BUILDING SERVICEPERSON

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

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

11.0 NON-OPERATING EMPLOYEES

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

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

Shift schedules may be rescheduled for:

- A. Hurricanes and Tropical Storms that are expected to impact the Unit, or preparation for such.

At the conclusion of the exceptions above, employees will return to their normal shift schedule.

11.2 Non-operating employees shall work five (5) eight (8) hour shifts per work week exclusive of meal time, between the hours of 10:00 p.m. to 8:00 a.m., 6:00 a.m. to 4:00 p.m., 2:00 p.m. to 12:00 midnight, or four (4) ten (10) hour shifts per workweek at management's option Monday through Friday, between the hours of 6:00 a.m. to 6:00 p.m., or 3:00 p.m. to 3:00 a.m., or at Management's option a schedule of alternate weeks of eight (8) or ten (10) hour shifts (i.e., one week on five (5) eight (8) hour shifts, followed by one week on four (4) ten (10) hour shifts) ("Rotating Work Schedule"). If a Rotating Work Schedule is elected by the Company, it will assign approximately equal numbers of employees in each job classification to work each of the two (2) shifts per week. The Company may also elect to assign all employees to the same shift in the Rotating Work Schedule. Days off shall be consecutive. All shift durations are exclusive of mealtime. Other than the above, schedule of hours may be set up, if requested, by a two-thirds majority of the affected employees. Such a request shall be in writing, signed by the employees making the request and shall be restricted to one (1) complete change during a contract year. Any such schedules will be at Management's discretion. Shift schedules may be altered for training required to keep qualifications with twenty-four (24) hour notice without a schedule change.

11.3 (A) When the exceptions to the posted schedules listed in 11.1 A and B are entered, non-operating employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time. The regular starting time of the first shift will be between 6 a.m. and 8 a.m., and the second shift will be between 4:30 p.m. and 7:00 p.m., Monday through Friday or one (1) or two (2) twelve (12) hour extended shifts, Monday through Friday. Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. The regular start time of the first shift will be between 6:00 a.m. and 8 a.m. and the second shift will be 6:00 p.m. and 8 p.m. Days off shall be consecutive. Accommodations for rolling on to and off the schedule will be governed by existing overtime and

rest time rules. Schedules may be changed by giving them twenty-four (24) hours notice of changes in schedule.

(B) Employees shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Pre-arranged overtime will be scheduled on off-schedule days. Seniority will be respected in the assignment of off schedule days.

12.0 OPERATING EMPLOYEES

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

12.1 Operating employees shall work five (5) eight (8) hour shifts per workweek inclusive of meal time between the hours of 10:00 p.m. to 8:00 a.m., 6:00 a.m. to 4:00 p.m., 2:00 p.m. to 12:00 p.m.; or twelve (12) hour shifts; the regular start time for the first shift will be between the hours of 6:00 a.m. and 8:00 a.m., and the second shift between 6:00 p.m. and 8:00 p.m. Days off shall be consecutive. This schedule may include a combination of eight (8), ten (10), and twelve (12) hour shifts. Schedules shall be posted by January 31st of each year. Other than the above, schedule of hours may be set up, with Management approval, if requested by a two-thirds (2/3) majority of the affected employees. Such a request shall be in writing, signed by the employees making the request and shall be restricted to one (1) complete change during a contract year. Other provisions of Article VI, Section 2 (B) will apply.

12.2 Management may assign operating employees to a day shift for planned work assignments for a period not to exceed nine (9) months. These reassignments will be offered by seniority.

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

15.0 WORK ASSIGNMENTS

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

16.0 APPLICABILITY

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

EXHIBIT "C (Part 1)"

FOSSIL HYDRO OPERATIONS FLORIDA (FHO) APPRENTICESHIP PROGRAM

I. STANDARDS

- A. Prerequisites/Preprogram Screening
 - 1. Employment criteria already established by Human Resources (HR) for hiring:
 - a) Apprenticeship screening should be part of the HR hiring.
 - b) All applicants will have to pass the MASS and/or POSS Test. This will eliminate the need for minimum duties & qualifications. Any employee entering the operator progression will be required to pass the POSS test.
 - c) New hires must pass a physical abilities test.
 - d) Employees enrolled in the Apprenticeship Program are not exempt from the Roll Process. Apprentices that are rolled from their classification, at their option, will be placed into the next available Apprentice position in the discipline and at the respective headquarters from which they were rolled without regard to the bidding process. If there is more than one Apprentice rolled out of his/her position, vacancies in the Apprenticeship Program in the discipline of the rolled Apprentices will be filled in the order of the seniority of the Apprentices who were rolled.
 - e) Only FHO and DTO (Decommissioning Transition Organization) regular bargaining unit employees will be part of the program, except as provided in paragraph f.
 - f) If there is an insufficient number of qualified FHO or DTO employees to fill the posted vacancies, management will consider other Company employees and outside applicants simultaneously.

2. All participants pass a review by the Apprentice Review Committee.
3. Apprentice positions will be posted and filled per the guidelines listed below.

Selection process:

- a) Applicants for the Apprentice positions will be interviewed by a committee consisting of three (3) Company representatives, one of which will be the Program Administrator and two (2) bargaining unit employees (the "Apprentice Selection Committee" (ASC)). The Union representatives will be appointed by the Union Business Manager.
- b) Employees must be MASS or POSS tested and qualified prior to or immediately after the interview, at the discretion of the ASC.
- c) The ASC will select the applicant for the vacant Apprentice position, taking into account the following criteria:
 - Seniority
 - Previous Work Experience
 - Training Records
 - Test Results
 - Interviews

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

Previous Work Experience credit:

- Credit for previous experience and training in this trade may be allowed such credit to be stated on the apprenticeship agreement.
- Apprentices who receive credit for previous experience and training shall be paid, upon entrance, the wage rate of the periodics to which such credit advances them.

- The level of placement in the program, determined by the Apprentice Review Committee, may be granted to an apprentice for prior work experience.
- All credit granted of more than 1000 hours OJT will require an evaluation method which, at minimum, incorporates the following:
 - a) Consideration of time worked in the specific occupation, or in a related occupation; and
 - b) Consideration of the wages an incoming apprentice is earning.
 - Documentation as to how credit was granted must be maintained by the Program administrator for a period of five years following the action,
 - Apprentices who receive credit will be required to display minimum mastery equal to credit given.
 - c) Must pass tests that other apprentices pass to that point.
 - d) Must demonstrate the On-The-Job Training (OJT) that other apprentices demonstrate to that point.

B. Evaluation For/During Progress through program

Measurement of ability and progress.

- a) Written testing- developed and given by Training Department with a passing grade determined by the criticality of the course content.
 - Written tests given will be validated
 - Failure of a written test is lower than a 75% grade
 - If an employee fails, he/she:
 - a) Can retake a test two times.
 - b) Must retake the test within a maximum of 15 working days of original test date. It is the employee's responsibility to schedule the retake test

- If an apprentice fails and/or misses 2 tests within one year, he/she must go in front of the Apprentice Review Committee.
 - A missed test is not a failure.
 - A missed test must be rescheduled by the employee within 15 working days.
- b) Student Evaluations are developed by the Program Administrator critiqued by the Training Department and given to the Apprentice, Supervisor, and to the Apprentice Review Committee.

On-The-Job Training (OJT)

- Task sign off in pre-journeyman manual/ATM.
- JPM developed for each task.
- Sign off by the On the Job Evaluator (OJE).

Feedback at Frequent Intervals:

- a) By Mentor/Journeyman (feedback weekly)
- b) By Supervisor, no less than monthly.
- Recorded and turned into Program Administrator including both positive and negative feedback.

Evaluations at milestones by the Program Administrator:

- a) Evaluate apprentice on progress in program, i.e. every 6 months. Special meetings can be convened at the request of mentors, supervisors, apprentice, or Program Administrator.
- b) Program Administrator reviews input from the Training Department, Supervisors and Mentor.

Inputs should be:

- Test Results
 - OJT Sign Off Progress
 - Feedback Results
 - Training Critiques
- c) The meetings shall be at least every 6 months, which shall include a "Face to Face" feedback to the Apprentice.
- d) Apprentice has the opportunity to express his/her thoughts on his/her progress and the program.

- e) The meeting has two parts:
 - Program Administrator reviews data with the Training Department and reaches consensus on feedback.
 - Program Administrator meets Apprentice to review his/her progress.
 - 1) The first line Supervisors have responsibility to assure progress issues are resolved immediately.
- C. Addressing employees that are failing the program as determined by the Apprentice Review Committee
 - a) The Apprentice Review Committee will address Apprentices who are not progressing satisfactorily. Employees who have failed out of the Apprenticeship Program will not be eligible for readmission to the program. A current employee who fails the program will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee enters the program. After this time, they will be given 90 days with which to find a position for which they are qualified. New hires (hired after the program establishment) who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.
 - b) Issues addressing the program or the interpretation of the above will be first addressed by the Apprentice Review Committee. If the issue cannot be resolved and the employee files a grievance, the first step will be filed with the Program Administrator.

Definitions:

A new hire is defined as an employee hired after the program is first established within FHOF.

A current employee is defined as an employee hired prior to the establishment of the program within FHOF .

II. PROGRAM DESIGN AND TIME FRAME

A. Overall Program Design

1. The program is designed to produce highly skilled journeymen.
2. The program assures Apprentices are allowed to focus on program content (training and other requirements/milestones.)
 - a) Adherence to the mentoring program.
 - b) Strict adherence to timeline and milestones.
 - c) Shift work, rescheduling, upgrade and overtime available only if it does not interfere with training, timeline, or milestones.
 - d) Vacation not to interfere with the training schedule. Training schedule to be posted by March 1.
 - e) Absences to be addressed by the Program Administrator.
3. Clarify distinctions between assistant and apprentice.
 - a) Apprentice Operator and Apprentice Lab Technician positions need to be added to contract.
 - b) Phase out Assistant Plant Operator and Assistant Labor Technician positions by attrition. Re-post Plant Operator and Lab Technician positions as needed.
 - c) Net new Apprentice Operators and Apprentice Lab Technicians added as needed.

B. Timeframes and Milestones

1. Length of program determined by course content and OJT:
 - a) Apprentice Operators-4 years (approximate)
 - b) Apprentice Mechanics-4 years (approximate)
 - c) I&C Apprentices-4 years (approximate)
 - d) Apprentice Electricians-4 years (approximate)
 - e) Apprentice Lab Technicians-4 years (approximate)
2. Timeframe and hours for each craft program:
 - a) OJT time will be determined by the individual program content.

- b) Training course time determined by individual program content, but no less than 144 hours first year.
- 3. Top and Bottom Step with incremental steps tied to progress:
 - a) Wage steps not less than 6 month intervals if progressing satisfactorily as determined by the Program Administrator.
 - b) Make step intervals equal to the length of the program (i.e. 4 years equals 8 steps).
 - c) At completion of each step of the Apprenticeship Program the employee shall receive pay in accordance with Article III, Section 11(A) of the Memorandum of Agreement.
- 4. Progress Incentives:
 - a) Step Pay increases.
 - b) Journeyman when program is complete.
- 5. Address the ability to move faster:
 - a) Courses to be held at CR Site and Bartow/Anclote Site two times a year at each Site.
 - b) OJT completed at students pace not to exceed 4 yrs.
- 6. Employees will be expected to perform work they are qualified to do as they progress through the Apprenticeship Program.

C. Craft Training

- 1. The intent of the program is:
 - a) Provide the highest quality Power Plant training available.
 - b) Consideration will be given to both in-house and outside training.
 - c) Every effort will be given to provide training in-house on regularly scheduled hours.
 - d) If needed, for special circumstances, training may be done away from the job location or outside regularly scheduled hours with Program Administrator approval.
 - e) Remedial training may be done away from the job location or outside regularly scheduled hours.

2. Address the ability to change craft:
 - a) Once an employee enters into the Apprentice Program the ability to change Apprenticeship will be determined and approved by the Apprentice Review Committee.

D. Skills Needed

1. Safety skills:
 - a) Required FPC OSHA training per craft.
 - b) 30 hours general hazard awareness OSHA Training.
 - c) Required to pass Switching and Tagging test (in-plant and system for operators and electricians.)
 - d) Required training on the contents and the use of the Accident Prevention Manual.
 - e) Required training to conduct pre-job briefing.

2. Fundamentals Courses - all inclusive for all classifications:

Refresher Math	24 hrs
Steam and Mechanical Fundamentals	40 hrs
P&ID and Electrical Print Reading	16 hrs
General Shop Practices	8 hrs
Hand Tool Safety	8 hrs
Introduction to Personal Computers	4 hrs
General Lubrication and Bearings	16 hrs
Drivers and Couplings	16 hrs
Basic Water Chemistry	24 hrs
Plant Instrumentation	24 hrs
Basic Electricity	24 hrs
Fuels and Combustion	24 hrs
TOTAL	228 hours
	28 Work Days

3. Hands-on Skills
 - a) As identified and practiced in OJT.
4. All classifications will spend a minimum of 2 weeks and a maximum of four (4) weeks in Operations in the plant for familiarization.
5. Theory

- a) As identified and taught in classroom for each classification.
6. Skills for Future Technologies
- a) Continue looking at all available training programs for future program improvements.

III. TEAMING

- A. Program Administrator
 1. Member of Apprentice Review Committee
 2. Perform daily administrative duties
 3. Manage Apprenticeship program.
- B. Review Committee
 1. Makeup of the Apprentice Review Committee:
 - a) One committee with members to include:
 - 2 Bargaining Unit-to be appointed by the Union Business Manager
 - 2 Management
 - Program Administrator
 2. Committee to be convened:
 - a) For selection of apprentices.
 - b) As requested by the mentor, supervisor, apprentice, or Program Administrator.
 - c) To address employees failing the program.
- C. Mentors
 1. The attributes a mentor must have are:
 - a) Needs to understand his/her responsibilities.
 - b) Shall have a desire to be a mentor.
 2. Training for this responsibility
- D. On The Job Evaluators
 1. The attributes an On The Job Evaluator (OJE) must have are:
 - a) Needs to understand his/her responsibilities.
 - b) Shall have a desire to be an OJE.

2. Training for this responsibility

IV. COMMITMENT

Company/Employee Commitment

- A. Use the state form or some variation of the form (Indenturement Agreement) upon approval of the System Committee. (Once committed, the employee will not be able to bid out of the Apprentice Program – which commitment will be part of the Indenturement Agreement). The Apprentice Review Committee and Apprentice BOTH sign acknowledging their commitment for their responsibility and part in assuring successful completion of the program.

- B. Opportunity to Train
 - 1. All Apprentice positions must be allowed time to attend classroom training and OJT.
 - 2. Apprentice positions will require some flexibility in shift assignments to facilitate training.

- C. Program Staffing
 - 1. Apprentice Review Committee Members must be allowed time to perform their duties.
 - 2. A Program Administrator must be established.
 - 3. Mentors must be established.
 - 4. On The Job Evaluators must be established.
 - 5. Additional resources such as training, clerical, etc. must be budgeted.

- D. Employee will be considered a journeyman when apprenticeship is completed.
 - 1. Indenturement Agreement will indicate that candidate may be subject to reassignment upon completion of the program.
 - a) Journeyman positions will be filled by posting. If there are no current Journeyman positions available, whether

by bidding or for appointment, the candidate will be re-classified in place to a journeyman position.

Should posting positions leave vacancies with no qualified applicant, a graduate Apprentice may need to be appointed.

EXHIBIT “C Part 2”

FOSSIL HYDRO OPERATIONS FLORIDA (FHO) CTT DEVELOPMENT PROGRAM

I. STANDARDS

A. Prerequisites/Preprogram Screening

1. Employment criteria already established by Human Resources (HR) for hiring:
 - a) CTT Development Program candidate screening should be part of the HR hiring.
 - b) All applicants will have to pass the MASS at the I&C level and the POSS Test.
 - c) All applicants must possess a journeyman skill. Applicants without a journeyman skill, but who have military experience or technical school training or previous work experience which they believe is equivalent to a journeyman skill may be assessed at a Journeyman level. The CTT Development Program Administrator will review the candidates academic/work history to determine if they will be assessed at a Journeyman level.
 - d) New hires must pass a physical abilities test.
 - e) Employees enrolled in the CTT Development Program, except those noted below in (f), are not exempt from the Roll Process. CTT Development employees that are rolled from their classification, at their option, will be placed into the next available CTT Development position in the discipline and at the respective headquarters from which they were rolled without regard to the bidding process. If there is more than one CTT Development employee rolled out of his/her position, vacancies in the CTT Development Program in the discipline of the rolled

CTT will be filled in the order of the seniority of the CTTs who were rolled.

- f) Employees enrolled in the CTT Development Program for CTT positions for the new Combined Cycle Combustion Turbine Plant planned to be operational in 2018, will be exempt from the Roll Process through January 2020. After January 2020, the language in paragraph e) above will apply to all employees in the Fossil Hydro Operations Florida (FHO) CTT Development Program.
2. Only regular FHO and DTO (Decommissioning Transition Organization) bargaining unit employees will be part of the program.
3. All participants pass a review by the CTT Development Program Review Committee.
4. CTT Development positions will be posted and filled per the process described below. Once all qualified applicants have been exhausted within the company, then selections can be made from outside the company.
5. Selection process:
 - a) Internal applicants for the CTT Development positions will be interviewed by a committee consisting of three (3) Company representatives and two (2) bargaining unit employees (the "CTT Development Program Selection Committee" ("CTT DPSC"). The Union representatives will be appointed by the Union Business Manager. One union representative must be a CTT Operator.
 - b) CTT applicants must be MASS and/or POSS tested and qualified prior to or immediately after the interview, at the discretion of the CTT DPSC.
 - c) The CTT DPSC will select the internal applicant for the vacant CTT Development position, using the attached CTT Development Program Selection process.

B. Program Requirements

1. All employees entering the CTT Development Program are required to become qualified Journeyman in Operations for the site they are bidding into unless it is a CTT maintenance development position. For a CTT maintenance development position, a progression level in operations is required (less the control board qualification).
2. Management will determine the sequence in which progression skills and qualified journeyman skills are attained.

C. Evaluation For/During Progress through program. Measurement of ability and progress.

- a) Written testing- developed and given by Training Department with a passing grade determined by the criticality of the course content.
 - Written tests given will be validated
 - Failure of a written test is lower than a 75% grade
 - If an employee fails, he/she:
 - Can retake a test two times.
 - Must retake the test within a maximum of 15 working days of original test date. It is the employee's responsibility to schedule the retake test.
 - If a CTT fails and/or misses 2 tests within one year, he/she must go in front of the CTT DPRC.
 - A missed test is not a failure.
 - A missed test must be rescheduled by the employee within 15 working days.
 - Evaluations are developed by the Program Administrator critiqued by the Training Department and given to the CTT, Supervisor, and to the CTT DPRC.

On-The-Job Training (OJT)

- Task sign off in pre-journeyman manual/ATM.
- JPM developed for each task.
- Sign off by the On the Job Evaluator (OJE).

Feedback at Frequent Intervals:

- a) By Mentor/Journeyman (feedback weekly)
- b) By Supervisor, no less than monthly.
 - Recorded and turned into Program Administrator including both positive and negative feedback.

Evaluations at milestones by the Program Administrator:

- a) Evaluate CTTs on progress in program, i.e. every 6 months. Special meetings can be convened at the request of mentors, supervisors, CTT, or Program Administrator.
- b) Program Administrator reviews input from the Training Department, Supervisors and Mentor. Inputs should be:
 - Test Results
 - OJT Sign Off Progress
 - Feedback Results
 - Training Critiques
- c) The meetings shall be at least every 6 months, which shall include "Face to Face" feedback.
- d) CTTs have the opportunity to express his/her thoughts on his/her progress and the program.
- e) The meeting has two parts:
 - Program Administrator reviews data with the Training Department and reaches consensus on feedback.
 - Program Administrator meets CTT to review his/her progress.
 - 1) The first line Supervisors have responsibility to assure progress issues are resolved immediately.

D. Addressing employees that are failing the program as determined by the CTT Development Program Review Committee.

- a) The CTT Development Program Review Committee will address CTTs who are not progressing satisfactorily. Employees who have failed out of the CTT Development Program will not be eligible for readmission to the

program. A current employee who fails the program will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee enters the program. After this time, they will be given 90 days with which to find a position for which they are qualified. New hires (hired after the program establishment) who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.

- b) Issues addressing the program or the interpretation of the above will be first addressed by the CTT DPRC. If the issue cannot be resolved and the employee files a grievance, the first step will be filed with the Program Administrator.

Definitions:

A new hire is defined as an employee hired after the program is first established within FHOE.

A current employee is defined as an employee hired prior to the establishment of the program within FHOE or DTO (CR3).

II. PROGRAM DESIGN AND TIME FRAME

A. Overall Program Design

1. The program is designed to produce highly skilled CTTs.
2. The program assures CTTs are allowed to focus on program content (training and other requirements/milestones.)
 - a) Adherence to the mentoring program.
 - b) Strict adherence to timeline and milestones.
 - c) Shift work, rescheduling, upgrade and overtime available only if it does not interfere with training, timeline, or milestones.
 - d) Vacation not to interfere with the training schedule. Training schedule to be posted prior to vacation selection period.

- e) Missed training and classes to be addressed by the Program Administrator.

B. Timeframes and Milestones

1. Length of program determined by course content and OJT:
 - a) CTTT (Trainee) – 1J
 - b) CTT1 (1J + 1P) - 1.5 years (approximate)
 - c) CTT2 (1J + 2P) - 1.5 years (approximate)
 - d) CTT3 (1J + 3P) - 1.5 years (approximate)
 - e) CTT4 (Combined Cycle Only – 1JO + 1J + 2P) - 1.5 years (approximate)
2. Timeframe and hours for each craft program:
 - a) OJT time will be determined by the individual program content.
 - b) Training course time determined by individual program content, but no less than 144hours first year.
3. Top and Bottom Step with incremental steps tied to progress:
 - a) At completion of each step of the CTT Development Program, the employee shall receive pay in accordance with Article III, Section 11(A) of the Memorandum of Agreement.
4. Employees will be expected to perform work they are qualified to do as they progress through the CTT Development Program.

C. Craft Training

1. The intent of the program is:
 - a) Provide the highest quality Power Plant training available.
 - b) Consideration will be given to both in-house and outside training.
 - c) Every effort will be given to provide training in-house on regularly scheduled hours.
 - d) If needed, for special circumstances, training may be done away from the job location or outside regularly scheduled hours with Program Administrator approval.

- e) Remedial training may be done away from the job location or outside regularly scheduled hours.

D. Skills Needed

1. Safety skills:

- a) Required OSHA training per craft.
- b) 30 hours general hazard awareness OSHA Training.
- c) Required to pass Switching and Tagging test (in-plant and system for Operators and Electricians.)
- d) Required training on the contents and the use of the Accident Prevention Manual.
- e) Required training to conduct pre-job briefing.

2. Fundamentals Courses - all inclusive for all classifications:

Refresher Math	24 hrs
Steam and Mechanical Fundamentals	40 hrs
P&ID and Electrical Print Reading	16 hrs
General Shop Practices	8 hrs
Hand Tool Safety	8 hrs
Introduction to Personal Computers	4 hrs
General Lubrication and Bearings	16 hrs
Drivers and Couplings	16 hrs
Basic Water Chemistry	24 hrs
Plant Instrumentation	24 hrs
Basic Electricity	24 hrs
Fuels and Combustion	24 hrs
TOTAL	228 hours
	28 Work Days

3. Hands-on Skills

- a) As identified and practiced in OJT.

4. All classifications will spend a minimum of two (2) weeks and a maximum of four (4) weeks in Operations in the plant for familiarization.

5. Theory

- a) As identified and taught in classroom for each classification.

6. Skills for Future Technologies

- a) Continue looking at all available training programs for future program improvements.

III. TEAMING

A. Program Administrator

1. Member of CTT Development Program Review Committee
2. Perform daily administrative duties
3. Manage CTT Development Program.

B. Review Committee

1. Makeup of the CTT Development Review Committee to include:
 - 2 Bargaining Unit-to be appointed by the Union Business Manager (one of the bargaining unit employees will be a CTT with a Journeyman skill of Operator)
 - 2 Management
 - Program Administrator
2. Committee to be convened:
 - a) For selection of CTTs into the program.
 - b) As requested by the mentor, supervisor, apprentice, or Program Administrator.
 - c) To address employees that are failing the program.

C. Mentors

1. The attributes a mentor must have are:
 - a) Needs to understand his/her responsibilities.
 - b) Shall have a desire to be a mentor.
2. Training for this responsibility

D. On The Job Evaluators

1. The attributes an On The Job Evaluator (OJE) must have are:
 - a) Needs to understand his/her responsibilities.
 - b) Shall have a desire to be an OJE.
2. Training for this responsibility

IV. COMMITMENT

A. Company/Employee Commitment

1. Use the state form or some variation of the form (Indenturement Agreement) upon approval of the System Committee. (Once committed, should a CTT Trainee bid out of the program without the approval of the CDRC, the Trainee will not be allowed to return to the CTT Development Program). CTT trainees will be required to work as CTT's for a minimum of two years after completion of the program.
2. The CTT Development Review Committee and CTT BOTH sign acknowledging their commitment for their responsibility and part in assuring successful completion of the program.

B. Opportunity to Train

1. All CTT positions must be allowed time to attend classroom training and OJT.
2. CTT positions will require some flexibility in shift assignments to facilitate training.

C. Program Staffing

1. CTT Development Review Committee Members must be allowed time to perform their duties.
2. A Program Administrator must be established.
3. Mentors must be established.
4. On The Job Evaluators must be established.
5. Additional resources such as training, clerical, etc. must be budgeted.

Attachment 1

CTT Development Program SELECTION PROCESS

<u>Total Value</u>	<u>Criteria</u>	<u>Descriptions</u>	<u>Values by Criteria</u>	<u>Employee "A"</u>	<u>Employee "B"</u>	<u>Employee "C"</u>	<u>Employee "D"</u>
20	Test Results of three of four skills See Note 1	Operations (Assessment Tests)	Max value 20				
20		Mechanical (Assessment Tests)	Max value 20				
20		I&C (Assessment Tests)	Max value 20				
20		Electrical (Assessment Tests)	Max value 20				
20	Interviews See Note 2	Technical Interview	Max value 20				
20	Interviews See Note 2	Non-Technical Interview	Max value 20				
Calculated	Seniority See Note 3	Employee Seniority	1 point for each year of service				

The Company will meet with the Union (members selected by the Union Business Manager) and review/discuss the details of the assessment, testing and interviews prior to implementation.

Note 1: Candidates will be assessed in the three areas other than their journeyman skill area with the possibility of earning a maximum of 20 points for each skill. The total maximum point value in the skills assessment will be 60 points.

Note 2: Candidates will also be assessed in an interview process that will cover technical expertise and non-technical areas as negotiated between the parties. Both interview portions of the assessment process will carry a maximum 20 points in each area. Total maximum point in the interview process will be 40 points.

Note 3: The seniority value for each applicant will be calculated by multiplying by one (1) the years of service of the applicant (i.e., if an applicant has seven (7) years of service, a total of seven (7) points will be added to the total score at the end of the assessment. If an applicant has ten (10) years of service, a total of ten (10) points will be added to the total score at the end of the assessment). This could raise the total possible points in the selection process above 100.

Note 4: The candidate with the highest score from the CTT Development Program Selection Process will be awarded the posted position.

EXHIBIT "D"

Telecommunications Assistant Technician Program

This Memorandum of Understanding ("Memorandum") is agreed to between Florida Power Company ("Company") and the IBEW System Council U-8 ("Union") regarding the Assistant Telecommunications Technician Program.

1. Qualified candidates will be selected based on seniority. Candidates are qualified based on the Job Qualifications Document for Assistant Telecommunications Technician. The program consists of five steps. Promotion to the next step will occur every six months, provided the assistant makes a satisfactory review. Automatic reclassification in place to journeyman (Telecommunications Technician) will occur six months after the fifth step. Management reserves the right to evaluate assistants every six months to determine their continued participation in the program. There shall be one (1) Telecommunication Technician, to be named by the System Council U-8 Business Manager present and participating in the evaluation process. The Telecommunication Technician will have worked closely with the Assistant Telecommunications Technician and who is familiar with the work and tasks being evaluated. A current employee who fails the program will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee enters the program. After this time, they will be given ninety (90) days with which to find a position for which they are qualified. New hires who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.
2. FCC General Radiotelephone Operator License is required at first step.
3. The Job Qualifications for the Assistant Telecommunications Technician as determined by the Company shall be as follows:

Revised December 2008

POSITION Assistant Telecommunications Technician	DEPARTMENT Telecommunications
--	---

EDUCATION
Associate Degree in Electronics, Telecommunications or Computer Science, or two years of combined education and experience (civilian or military technical school covering digital, analog, and communication theory).

EXPERIENCE
Two years of direct Telecommunications experience, or two years prior military experience in Electronics or Telecommunications, or two years of combined education and experience.

LICENSES AND/OR CERTIFICATES
Florida State drivers license. FCC General Radiotelephone Operator license required.

SKILLS, KNOWLEDGE & ABILITIES
Ability to use state of the art test equipment such as meters, specialty test instruments and monitors, oscillators, oscilloscopes and data analyzers. Ability to read and interpret electronic schematics and functional diagrams.

PHYSICAL
No physical limitations. Ability to carry required test equipment and tools.

For the Company:

For the Union:

Date: _____

EXHIBIT "D" (cont.)

COPY

**Addendum to the
Memorandum of Understanding dated October 31, 2001 for the
Assistant System Protection & Control Technician Program**

In order to ensure that the Assistant System Protection & Control Technicians are given every opportunity to successfully advance to System Protection & Control Technician, the initial postings will show the location as "System", with an accompanying note indicating extensive travel required. Assistants will not have an assigned reporting headquarters. The training opportunities that would be afforded these "System" Assistants would include both construction and maintenance, and would add greatly to their skills, knowledge and abilities. Locations for future postings will be evaluated by Management based on the degree of success of the initial System postings.

Reasonably incurred expenses for lodging and meals will be paid by the Company by means of an expense account whenever the Assistant is required to be working more than 40 miles from their home location.

For the Company:
Richard V.M. Heston
Name
5/3/02
Date

For the Union:
W. O. Engard
Name
4/30/02
Date

EXHIBIT "D" (cont.)

Attachment "A"

Job qualifications for: Assistant System Protection & Control Technician

PREQUALIFICATION TEST

- Ability to demonstrate a strong aptitude for technical work by passing the applicable EEI Technician test.
- Switching & Tagging Certification (within 180 days).

EDUCATION/EXPERIENCE

- Must possess a minimum two (2) year degree or equivalent (2 year diploma or certificate program from a vocational school or community college) in Electronics, Electrical Technology or similar electrical field of study, or
- An honorable discharge from the military where the candidate held a job in electronics or other related field, or
- A journeyman Electrician in the Substation Construction and Substation Maintenance seniority group.

Employees transferring to the Assistant System Protection and Control Technician positions who currently hold a higher wage rate will continue to hold that higher wage rate, with any appropriate adjustments for the General Wage Increase, until they:

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

PHYSICAL

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

EXHIBIT "D" (cont.)

Memorandum of Understanding – Pipeline and Terminal Operations- 10/24/01

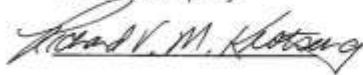
This Memorandum of Understanding ("Memorandum") is agreed to between Florida Power Company ("Company") and the IBEW System Council U-8 ("Union") regarding the reorganization of the staffing for the Bartow/Anclole Pipeline and terminals.

1. The Company has determined to reorganize the staffing for the operation and maintenance of the Bartow/Anclole pipeline and terminals. A crew that will be separate from the plant operations, and which will provide 24-hour/7 day/week coverage will assume responsibility for operating and maintaining these operations. In support of that effort, the Company is creating a new Shift job classification, Fuel Technician (SH), which will perform both pipeline and terminal operations and maintenance work.
2. The Company's plan at this time is to staff the pipeline and terminal operations with one supervisor, eight (8) Fuel Technicians(SH), and one Corrosion Technician (non-bargaining unit position). Future staffing levels will be determined by the Company depending on business needs.
3. The Job Qualifications for the Fuel Technician as determined at this time by the Company shall be as set forth in the attached Job Qualification Form, (Appendix A).
4. The only employee currently holding the Terminal Operator position will be placed into one of the Fuel Technician positions without regard to the normal bidding process. His Terminal Operator position will be abolished.
5. The Fuel Technician positions will be posted in November 2001. For the initial staffing of these positions, any employee holding a journeyman level position from the Production Department will be able to bid the position as qualified. They will be awarded the Fuel Technician position in order of seniority in accordance with Article III, Section 3 of the Memorandum of Agreement (MOA), and be provided training and up to a maximum of 180 days to prove their ability to handle the job satisfactorily. Employees who fail to prove their ability to handle the Fuel Technician job satisfactorily within that 180 calendar days will be returned to their previous positions. All other employees who bid will be considered not qualified and, if positions remain to be filled after all qualified bidders have been awarded positions, they will be awarded the positions by seniority in accordance with Article III, Section 3 of the MOA, provided that they meet a minimum skill level (to be determined). Employees so selected will be put into a training program and will have necessary time up to a maximum of 180 calendar days in which to prove their ability to handle

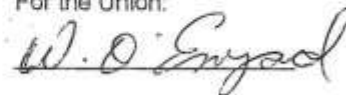
the job satisfactorily. Employees who fail to prove their ability within that time will be returned to their previous positions.

6. There will be no Chief position for the Fuel Technician classification however similar to Article III section 12, paragraph G; when three (3) employees or greater are on the job for two (2) hours or more, and the Fuel Handling supervisor is off site, 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.
7. The Pipeline and terminals will be set up as its own reporting headquarters, and the Fuel Technicians will share overtime and call-out responsibilities only among themselves and not with any other Production Department employees. Fuel Technicians may be required to report for work at either of the terminals or anywhere along the pipeline as needed.
8. The wage rate for the Fuel Technician classification shall, effective December 3, 2001, be the same as provided for Mechanics and Fuel Equipment Operators, with three steps, \$21.89, \$23.22, and \$24.54 per hour. The rate paid to qualified bidders as set out in Paragraph 6 above will be \$24.54 per hour, once they become placed into the Fuel Technician positions.
9. Should the Company elect in the future to create an Apprentice position for the Fuel Technician classification, that position shall be paid at the then-prevailing wage progression for the Apprentice Mechanic classification.
10. All outstanding grievances regarding the Anclote/ Bartow pipeline and fuel terminals, including Grievance Nos. 95-01-0172, 95-00-0198, 95-01-0208, 00-01-0076, 00-01-0077, and 00-01-0179, and any other outstanding grievances regarding the Anclote/Bartow pipeline and fuel terminals, shall be withdrawn and considered resolved on a non-precedential, non-prejudicial basis.
11. Fuel technicians assigned to the pipeline will work 5 day / 8 hour schedules with the ability to schedule start times between 6 am to 10 am.

For the Company:



For the Union:



Date: Oct. 24, 2001

EXHIBIT "D" (cont.)

Appendix A

Fuel Technician Qualifications

Task
Regulatory
1) Monthly environmental inspections (term, gas tank, OPA 90)
2) Achieve and maintain OPA 90 quals. Participate in drills
3) Manage stormwater
4) Assist Coast Guard inspections
5) Assist in DOT inspection
6) Maintain records
7) Maintain DOT database
8) Cleanup small oil leaks
9) Maintain OPA 90
Pipeline Maintenance
1) Maintain vehicles
2) Perform pipeline patrol
3) Handle locates for Sunshine
4) Calibrate safety reliefs
5) Reset valves for start-up, shut down and trips
6) Troubleshoot system trips
7) Pump out vaults
8) Exchange nitrogen cylinders
9) Perform Pigging (monthly)
10) Conduct casing test
11) Perform monthly valve inspection
12) Casing installation oversight
13) Perform and assist on pipeline projects
14) Trenching/excavation of pipe
15) Valve Inspections
Facility Upkeep
1) Manage vegetation growth on pipeline
2) Maintain signage, marker posts
3) Paint valves, casing vent posts
4) Repair/replace locks/gates in right of way
6) Painting/upkeep of facility
7) Cut grass
8) Repair road
9) Maintain storage area
10) Maintain sumps

EXHIBIT "D" (cont.)

Appendix A

Fuel Technician Qualifications

Task
Vessel Handling and Unloading
1) Conduct tank gauging and sampling
2) Take tank readings
3) Dock and hook-up barges and ships
4) Operate boom and boat
5) Pull trailers
6) Unload truck oil, gasoline
7) Maintain Buoys
Boiler and Pipeline Operation
1) Operate package boiler
2) Perform pipeline start-up and shutdown
3) Operate pipeline pumps
4) Transfer oil
5) Oversight of control board, alarm response, leak detection
6) Clearance authority for terminals and pipeline
7) Perform sparging, blending and heating of oil
Administrative
1) Schedule barges
2) Participate in audit review
3) Schedule operations and maintenance
4) Communicate with Anclote
5) Communicate with fuels (not spot shipments)
6) Represent Florida Power at Utility meetings/construction
7) Review/manage procedures manual
8) Interact with public/contractors/govt.
9) Assist in resolving real estate issues
10) Maintain drawings and procedures
11) Perform end of month inventory/ daily inventory
12) Operate and maintain Sunshine call center
13) Coordinate tank inspections

EXHIBIT "D" (cont.)

Appendix A

Fuel Technician Qualifications

Task
Boiler and Terminal Maintenance
1) Change filters
2) Change oil
3) Adjust, replace or repack valve packing
4) Replace sightglasses
5) Pressure test and perform PM's on unloading arms
6) Adjust or repack pump packing
7) Perform PM's on pumps and auxiliary pump equipment
8) Take vibration data and perform predictive maint on equip.
9) Fix, clean and replace strainers
10) Adjust and troubleshoot package boiler equipment
11) Minor repairs on ignitor / burner for package boiler
12) Add chemicals and monitor chemistry (but not testing) of package blr.
13) Maintain workboat, booms, trailers and all OPA 90 equipment including performing PM's on equipment
14) Perform maintenance on all pipeline/terminal facilities such as painting, cleaning, PM's, minor repairs.

EXHIBIT "D" (cont.)

Memorandum of Understanding Fleet Services Lead Technician Position Updated August 26, 2016

This Memorandum of Understanding ("MOU") is agreed to between Progress Energy Florida ("Company") and the IBEW System Council U-8 ("Union") in order to replace and update the Memorandum of Understanding Fleet Services Lead Mechanic Position, updated December 8, 2008, which appears at pages 171-173 of the 2013-2016 Memorandum of Agreement.

The parties agree there have been recent disputes regarding the appropriate upgrade to be paid to employees who perform certain lead functions in the Fleet Services Department. This MOU shall also serve to terminate the terms and conditions of Item 3 of the November 27, 2001 Settlement Agreement regarding Working Foreman pay in the Fleet Services Department.

1. Replace the Working Foreman – Fleet Services classification with Lead Fleet Services Technician. There shall be three, non-progression steps associated with this upgrade, determined by the provisions in paragraphs 2 – 4 below.
2. Lead Fleet Services Technician Step 1 shall apply only to those locations staffed by the Company as a single employee location. The rate of pay for the upgrade shall be \$.50 per hour paid to the Technician regularly assigned to the location.
3. Lead Fleet Services Technician Step 2 shall apply to those locations where there are two to four bargaining unit employees regularly assigned. The rate of pay for this upgrade shall be \$1.00 per hour.
4. Lead Fleet Services Technician Step 3 shall apply to those locations where there are five or more bargaining unit employees regularly assigned. The rate of pay for this upgrade shall be \$2.00 per hour.

General Terms for this upgrade are as follows:

1. The upgrade shall be offered by seniority to the employees regularly assigned to the location who are qualified to perform the work. If no one volunteers for the upgrade the Company

shall assign the work to the least senior Technician at the location who is qualified to perform the work. The assignment will involve VMT III (Vehicle Maintenance Technician) positions if at the work location. Providing no other VMT III employees are at the same work location, management will assign the least senior VMT II.

2. Upgrade pay shall be based on the number of employees regularly assigned to the location. This shall include the person assigned to the Lead position. For the purposes of this MOU and in determining the proper upgrade, the number of employees shall not be changed by increases and decreases that occur as the result of temporary assignments. Management retains the right to determine the staffing at each location and the number of employees regularly assigned to a location may be changed at any time by management.
3. It is the intent of the parties that the upgrade pay reflects the additional responsibilities put on the lead Technician including administrative duties, customer service, assigning work, and being responsible for overseeing the work of other bargaining unit employees. The parties recognize that those employees assigned to single-employee locations do not lead other employees on a regular basis and the Step 1 upgrade reflects that difference.
4. Lead upgrade shall not be paid to employees working out-of-town storm restoration duty, sick time, court appearance, doctor visit, dependent care, bereavement, military service, STD, LTD, vacation, and all company recognized leaves of absence. Lead upgrade will be paid for callouts, training and safety meetings. Lead upgrade will be paid on holidays provided the Fleet Service Technician is upgraded the last scheduled work day before and the first scheduled work day after the holiday.
5. The Lead is responsible for planning work to account for the time they would not be onsite for events such as meetings and training, thus fulfilling the additional responsibilities put on the lead technician.
6. This upgrade shall only be approved for one employee per location per day who routinely and regularly assumes these responsibilities. Upgrade shall not be paid to employees who, as a result of normal scheduling, temporary absences or vacancies, work alone at locations. Additionally, if a Fleet

Services VMT II is temporarily sent to another location, is upgraded to Fleet Services VMT III and becomes the senior Technician at that location, he/she will be “double-stepped” to Lead.

7. This upgrade only applies to employees assigned to fixed location garages and does not apply to Technicians assigned to traveling positions.
8. The parties agree that the provisions of Article VII Section 1 of the current MOA do not apply to the Fleet Services Department.
9. This MOU resolves any outstanding grievances that may exist between the parties regarding Working Foreman pay in Fleet Services.
10. This MOU constitutes the complete agreement between the parties on this issue.

For the Company:

For the Union:

Date

Date

EXHIBIT "E"

ENERGY CONTROL CENTER (ECC)

1.0 CONDITIONS FOR THE SELECTION OF PERSONNEL FOR ASSOCIATE DISPATCHER, AND DISPATCHER AT THE ECC

1.1 Minimum Education Requirements

1.1.1 A two year degree in electrical technology and 6 years of directly related experience from the System Protection & Control, Substation Construction & Maintenance, Line or Production Departments is required. Military certifications as mutually agreed to by the Company and Union, will be accepted in lieu of the two year degree in electrical technology. At the discretion of the Company, a four year degree from an accredited university is acceptable in lieu of the two year degree and 6 years of experience.

1.1.2 The 6 years of directly related experience in the Production Department is calculated to include the cumulative time spent in the following Job Classifications: Chief Nuclear Operator, Nuclear Operator and Assistant Nuclear Operator, Chief Operator, Plant Operator, Combustion Turbine Technician, Electrician, Control Technician.

1.1.3 The 6 years of directly related experience in the Substation Construction & Substation Maintenance Department is calculated to include the cumulative time spent in any Job Classification except the following: Equipment Operator and Laborer.

1.1.4 The 6 years of directly related experience in the Line Department is calculated from the cumulative time spent in the Distribution Dispatcher, Distribution Dispatcher (Relief), Electrician Apprentice, Electrician, Line Technician Apprentice, Line Technician, and Lighting Technician classification.

1.1.5 Until February 3, 2008 only, the Company will accept Company employee candidates who do not possess the required two year degree, provided that they sign an Indenturement Agreement mutually agreed upon by the Company and the Union. All minimum requirements except the two year degree must be satisfied to qualify for this exception. After February 3, 2008, all candidates must meet all education requirements at the time of selection.

1.1.6 The minimum requirements set forth above will not be applied to employees in the Assistant Dispatcher or Dispatcher classification prior to February 3, 2005.

1.2 Selection Requirements

1.2.1 Applicants must meet the requirements stated in Section 1.1 of Exhibit E.

1.2.2 Applicants must receive an acceptable score on the current EEI SOPD test or an equivalent test chosen by the Company in the future.

1.2.3 Applicants must receive an acceptable assessment from a Company chosen third party evaluator. This assessment may include but not be limited to written or oral psychological testing, fitness exams, and interviews.

1.2.4 Upon selection, qualified candidates (i.e. employees entering the Dispatcher progression) will be enrolled in the Progress Energy – Florida Dispatcher Qualification Program (PEF DQP).

1.3 Training Requirements / DQP

1.3.1 Before attaining a Dispatcher position, all Associate Dispatchers shall become qualified and proficient in the areas defined in the DQP. Qualification and proficiency shall be demonstrated by successful completion of the Progress Energy Qualification Program. If an Associate Dispatcher is not able to successfully complete the Progress Energy Qualification Program, he/she returned to his/her former position or a similar position where there is a vacancy for up to eighteen (18) months from the time the employee enters the program. After this time, they will be given 90 days with which to find a position for which they are qualified. New hires who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.

1.3.2 Successful completion of the Progress Energy System Operator or Dispatcher Qualification Program is required for the Dispatcher and Associate Dispatcher job classifications.

1.3.3 Associate Dispatchers will be reclassified in place to Dispatcher upon successful completion of the Dispatcher Qualification Program and upon achievement of NERC certification at the highest level, currently the RA (Reliability Authority) level.

1.3.4 The order of DQP step completion will be determined by the Company and may vary by individual based on training needs and staffing requirements.

1.3.5 Associate Dispatchers that are promoted to positions not in the Energy Control seniority group will retain credit for all completed portions of the PEF DQP. However, after one (1) year away from the Energy Control Center task qualifications will not be considered current.

1.3.6 PEF DQP maximum durations will be adjusted proportionally based on the time requirements for the unfinished portions of the program.

2.0 DUTIES

2.1 Associate Dispatchers

2.2 Associate Dispatcher position will be posted in accordance with Article III, Section 7(A). Management will comply with Article III, Section 7(C) in regards to the vacated Associate Dispatcher position.

2.3 With respect to Associate Dispatchers, eventual qualification as a Dispatcher is mandated according to the DQP. Employees who have failed out of the DQP may not be eligible for readmission to the program.

2.4 Associate Dispatchers, Assistant Dispatcher 1s, and Assistant Dispatchers may be assigned to perform control room duties for which they are DQP qualified.

2.5 When temporary upgrades are required to fill Dispatcher positions, then DQP time limits will be adjusted accordingly.

3.0 WAGE SCHEDULE

3.1 Exhibit "A" contains wages for all job classifications in the Energy Control Department.

3.2 Individuals that become qualified on all control room functions via the DQP after Dec. 2, 2005, will be paid at first step Dispatcher wage. Subsequently, Dispatchers receive step increases every six months provided individual has exhibited satisfactory performance and improvement as determined by the supervisor.

3.3 Dispatcher wages listed in Exhibit A only apply when an employee has qualified under the DQP on all Control Room tasks, or has been upgraded to work alone on a desk that he/she is step qualified to work.

3.4 Associate Dispatcher wages defined in Exhibit A are awarded in accordance with the DQP. Successful completion of a step in the PEF DQP will result in a step increase for pay for the Associate Dispatchers.

3.5 Employees transferring to the Associate or Assistant Dispatcher 1 positions who currently hold a higher wage rate will continue to hold that higher wage rate, with any appropriate adjustments for the General Wage Increase, until either they successfully complete the PEF DQP, or are eligible for a higher step wage in the Associate classification due to PEF DQP step completions. These employees will be designated as Associate Dispatcher (Special Rate).

4.0 BIDDING ON OTHER VACANCIES

4.1 Dispatchers within the ECC Department may bid out of the ECC Department, but may not leave their position until a qualified replacement is available, not to exceed nine (9) months. For promotional opportunities a release date will be mutually agreed to between the hiring supervisor and the existing supervisor (not to exceed 120 days), and the employee shall receive any wage increase that is due during this period.

4.2 Any employee in an ECC classification who bids out of the ECC Department will be required to meet the requirement noted in Section 1.2.3 of Exhibit E upon successfully bidding back to an ECC Department position.

4.3 Any employee in an ECC classification who bids out of the ECC Department and remains out of the ECC Department for more than 5 years will be required to enroll in the Dispatcher Qualification Program upon successfully bidding back to an ECC Department position and shall be paid at the last step he/she received prior to leaving an ECC classification.

5.0 SCHEDULES OF WORK

5.1 Associate Dispatchers (S) shall work five consecutive eight hour days, or, four consecutive ten hour days exclusive of mealtime, between the hours of 6 a.m. and 6 p.m., Monday through Friday. Associate Dispatchers may work other schedules when the provisions of paragraphs 2.4, 3.3 or 5.3 are applied. DQP Step Qualified Associate Dispatchers may fill Dispatcher vacancies and

shall be upgraded in accordance with Article III, Section 12 (B) (1). Overtime rates shall be paid in accordance with Article VI, Section 4.

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

5.2 Dispatchers shall work a schedule according to the provisions of Article VI Section 2(B).

5.3 A trainee is anyone enrolled in the PEF Dispatcher Qualification Program or PEF Dispatcher Continuing Training Program. For the field and OJT portion of the trainee's DQP training, the trainee may be scheduled to work the same hours as the employees the trainee is assigned to.

6.0 CERTIFICATIONS / TRAINING

6.1 All Dispatchers shall be and remain NERC Certified System Operators at the level deemed appropriate by management (currently the Reliability Authority level).

6.2 All System Operators must comply with all training and certification requirements approved by any applicable State and Federal laws or regulations.

6.3 Self study is expected while working in the control room. Dispatchers are expected to remain proficient at all control room tasks.

7.0 WORK ATTIRE

Article VII, Section 14 shall apply.

8.0 APPLICABILITY

8.1 The provisions of Exhibit "E" apply to employees of the ECC. Where not specifically covered in Exhibit "E", the existing provisions provided elsewhere in the Memorandum of Agreement will take precedent.

8.2 This Exhibit is for the ECC. The provisions of all existing ECC Memorandum of Understanding continue in effect unless inconsistent with this Exhibit E.

9.0 TRANSMISSION SWITCHING DISPATCHER

9.1 JOB DESCRIPTION

9.1.1 It will be the duty of the Transmission Switching Dispatcher classification to prepare prewritten switching orders. Prewritten orders are normally written outside the control room in the Transmission Switching Coordination (TSC) office. The prewritten orders result from planned construction and maintenance activities submitted to the TSC where they are written ahead of time. All prewritten orders are verified for accuracy by control room personnel prior to issuance. Other duties of the TSD will include evaluating work requests, planning complex switching evolutions for construction/maintenance projects, performing power flow studies of the bulk electric system to check for conflicts, developing mitigation strategies to handle potential contingencies, and performing storm duties as determined by management.

9.2 QUALIFICATIONS

9.2.1 Must be able to analyze power system dynamics utilizing load flow security analysis and other advanced applications.

9.2.2 Must have strong analytical and problem solving skills, strong verbal and written communication skills, organizational skills, and interpersonal skills (listening, conflict management, and approachability).

9.3 GENERAL

9.3.1 Switching orders generated at the Energy Control Center (ECC) can be classified as either prewritten or emergent. Prewritten orders are normally written outside the control room in the Transmission Switching Coordination office by the Transmission Switching Dispatcher (TSD) or by an Associate Dispatcher under the oversight of the Transmission

Switching Dispatcher (TSD). The prewritten orders result from planned construction and maintenance activities submitted to the Transmission Switching Coordinator office where they are written ahead of time. All prewritten orders are verified for accuracy by control room personnel prior to issuance. Emergent orders are written in the control room by the Transmission Dispatcher or by an Associate Dispatcher under the oversight of the Transmission Dispatcher. Emergent orders result from unplanned events that require expedient switching and are evaluated, written, and verified by personnel on duty in the control room.

9.3.2 Included in the job duties of the Transmission Switching Dispatcher are evaluating work requests, planning complex switching evolutions for construction/maintenance projects, performing power flow studies of the bulk electric system to check for conflicts, developing mitigations strategies to handle potential contingencies, and performing storm duties. These shared duties have been and will continue to be performed by non-bargaining unit personnel in addition to the TSD.

9.3.3 Qualified applicants for the position of TSD will be selected based on seniority within the Energy Control Center Seniority Group 07, qualifications as determined by Job Description and Qualifications attached to this Memorandum, and in accordance with Article III, Section 4 of the Memorandum of Agreement (MOA). Any temporary upgrade opportunities will be in accordance with the seniority provision of Article III, Section 12 (B) (1), however, these opportunities will be used to evaluate qualifications of the employees for the TSD position.

9.3.4 The TSD position will be scheduled to work five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, exclusive of meal time, per work week, Monday through Friday, and will, at Management's option, have a start time between the hours of 5:00am and 9:00am.

9.3.5 The TSD position will have its own overtime list. In the temporary absence of the TSD, if Management elects to fill the vacancy, it will be filled by assigning a qualified Dispatcher (SH) to fill-in/relieve in the Transmission Scheduling Coordinator office. Seniority shall be respected for this assignment and shall be upgraded in accordance with Article III, Section 12 (B) (1).

EXHIBIT "F"

DISTRIBUTION AREA TRAVEL CREWS

- These positions will be posted Non Shift (NS) for Line Technician, Line Technician Apprentice, Ground Technician, and Equipment Operator at the discretion of Management.
- Management maintains the right to post and abolish positions in accordance with the Article III Section 7. The number of Travel Crew positions within a region will not exceed twenty percent (20%) of the total number of Line Department (Distribution) positions within a region.
- These crews will work either five (5) eight (8) hour or four (4) ten (10) hour days. Depending on the need, the crew may be split and each part of the crew can be on separate schedules of four (4) ten (10) hour or five (5) eight (8) hour days. When a crew is working outside of the fifty (50) mile radius, they will work four (4) ten (10) hour days. Seniority will be respected for the assignment to crews with differing work schedules or of work outside the fifty (50) mile radius for one (1) week or greater.
- Employees assigned to a Distribution Area Travel Crew will receive per diem in accordance with Article X, Section 4 (A). Travel time will be allowed during straight time hours when show up is changed.
- Employees assigned to Distribution Area Travel Crews shall be subject to call out and call out expectations in accordance with Article VI, Section 5.
- Per Diem and Reimbursement of Meals for Callouts on Off-Scheduled Days:
Distribution Area Travel Crews who are called out on off-scheduled days will receive meals per the Memorandum of Agreement if working within fifty (50) miles of the headquarters and shall not receive per diem. Employees working callout or prearranged overtime outside a fifty (50) mile radius shall

receive per diem in accordance with Article X, Section 4(A) and are not subject to the overtime meals provisions of Article VII. Note: Per Diem covers three meals per day. On those days when the employees are on Per Diem, they will be entitled to additional meals if work continues five and one-half hours beyond their regular scheduled quitting time on a ten hour day. Employees will be paid for time to eat meals on overtime in accordance with Article VII, Section 7 of the MOA.

- The ratio of Apprentice to Journeyman will be as in the current contract.
- When working outside the fifty (50) mile radius, the Temporary headquarters (show up) will be established at a location where meals and lodging, suitable to the company, are available within a ten (10) minute drive. If temporary headquarters (show up) meeting this criteria are not obtained, travel time will be allowed for all employees from temporary headquarters (show up) to lodging. If the employee wishes to commute to and from a more distant point, that employee will only receive travel time as outlined as above.
- Sufficient time shall be allowed for orderly moving of the Distribution Area Traveling Crews where temporary headquarters (show up) are changed from one location to another. Off-scheduled hours required for moving will be paid at overtime rates.
- Employees not required for the moving of Company equipment may move their personal vehicles and/or trailers at the same time the crew moves. Subject to the approval of the Supervisor, employees who normally operate company equipment may arrange for other employees to drive such equipment in order that they may move their personal vehicles and/or trailers.
- When working outside the fifty (50) mile radius, and when a Distribution Area Travel Crew has moved its temporary headquarters (show up) during the time an employee is on vacation, he will be allowed travel time from his established home to the new temporary headquarters (show up) on his

return from vacation, provided, however, that this shall apply to only one vacation period each year.

- Each geographic location where a Distribution Travel Crew is established will constitute a single separate headquarters at the work location.

EXHIBIT "G"

System Maintenance Crew

Home Plant

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

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

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

Per-Diem

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

Traveling Crews (formerly Item 41 of the 1991 MOC)

SMC Reporting Headquarters

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

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

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

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

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

Supplemental Labor – When SMC personnel are assigned to a work location to function as supplemental labor under the direction of the work location, contract rules will apply as for the single reporting headquarters. When

assigned to the nuclear plant, SMC personnel will be classified as (SH) and scheduled accordingly.

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

WORK ASSIGNMENTS

1. Group will serve as Turbine Crew for all system turbine outage work and will not be integrated into the plant shops when assigned to turbine work during an outage.
2. During turbine outage assignments, the Turbine Crew will not be placed on the plant/SMC integrated overtime roster, and will not be subject to boiler or balance of plant call-outs.
3. Turbine outage scheduled or non-scheduled overtime work will first be assigned to the Turbine Crew, and any plant employees assigned to the Turbine Crew regardless of their position on the plant/SMC overtime roster. When employees are temporarily assigned to the Turbine Crew, their overtime hours will be meshed in with the Turbine Crew overtime list.
4. Temporary step-ups to turbine Master Mechanic for turbine related work will be made from the Turbine Crew, excluding supplementary employees.
5. Turbine crew will be supplemented on an as-needed basis with other SMC, plant and temporary personnel.
6. Turbine Crew personnel may be assigned to any work activity handled by the SMC.
7. The turbine maintenance tool room(s) when manned will be manned with regular FHOE employees.

FUTURE VACANCIES

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

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

1. The project initial work scope, schedule and duration of Off System Work should be made available. However, based on unforeseen scope changes and issues, the scheduled hours may change.
2. The assignment will be offered by the Overtime List to the SMC with respect to classification.
3. No "Red Time" will be applied to employees who decline the Off System Work assignment.
4. All hours of overtime worked while on this assignment will be incorporated into the Overtime List at the conclusion of the assignment.
5. The employees accepting this assignment will supply their own vehicle and be paid mileage, at the applicable IRS rates, for the trip to the assignment and for the return trip at the end of this assignment. For vehicle travel, one (1) hour travel time per fifty (50) miles traveled, eight (8) hours maximum per day), will be allowed.
6. All employees will be obligated to make their own living arrangements.
7. All employees will receive their per diem for every day they are out of state, regardless of work schedule.

8. Personal tool boxes will be transported by the Company.
9. The Company will pay mileage for the travel to and from the assignment by an employee's spouse or significant other, one time during this assignment. The time will be mutually agreeable between the employee and the Project Supervisor.
10. All other contract provisions in the MOA shall apply.

EXHIBIT "H"

IN-PLANT REPAIR & PROJECT WORK

When an Exhibit H project (as set out below) is determined by Management to be used, exclusive of nuclear unit outages, fossil repair or project work assigned to regular plant craftsmen with a planned duration greater than five (5) days will be staffed as follows:

1. Management will determine the makeup of the work core group for each project, which may include the System Maintenance Crew, the CT frame crew and the CT jet crew if assigned as supplemental to the plant's shops, identifying each classification and number of regular employees needed in each classification. The senior qualified craftsman, accepting the project, shall be upgraded to Master or Chief as required.
2. Planned project duration, and the anticipated scope of work for the identified project, will be estimated by management prior to work commencement. After the work core group has been established, additional emergent craft needs may be provided for as determined by management. If regular plant craftsmen are available, this will be accomplished in accordance with Article VI, Section 6(A)(1). Absent the unanticipated expansion of the scope of work, the planned project will not be changed.
3. If an Exhibit H project needs to work an extended schedule after the project has started, i.e. 7 x 12's, it will be accomplished by offering it to regular employees on other Exhibit H projects and then to employees at that headquarters per the overtime list. If the extended schedule is no longer needed then the regular employees shall return to their respective Exhibit H projects or headquarters.
4. All regular plant craftsmen who are available, will be offered, by the current overtime list, the opportunity to become part of the work core group; however, (NS) employees accepting the work assignment shall be

considered (SM) for all purposes pertaining to the Memorandum of Agreement, for the duration of the project.

5. Once initially established, the work core group will be considered as a separate headquarters. Staffing will not be changed to accommodate upgrades or overtime distribution thereafter, except as provided for in paragraph 2 & 3.

6. Temporary craftsmen may be utilized for the project after all available regular craftsmen have filled the established work core group.

EXHIBIT "I"

Distribution Control Center (DCC)

1.0 ASSOCIATE DISTRIBUTION DISPATCHER

1.1 SELECTION

1.1.1 Before being awarded the position of Associate Distribution Dispatcher, the applicant must successfully complete the System Operator Power Dispatch (SOPD) test and a demonstration of basic computer skills.

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

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

1.2 PROGRESSION

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

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

2.0 SENIORITY AND BIDDING

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

2.2 Employees bidding into the Service Dispatcher classification shall have held or must currently hold Journeyman classifications or above from the Line Department seniority group.

3.0 SCHEDULE

3.1 Associate Distribution Dispatchers shall be scheduled Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m. and be scheduled on 8, 10 or 12 hour shifts 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. Associate Distribution Dispatchers may be assigned other schedules for the purposes of training. The Associate Distribution Dispatcher schedule will be posted each week and will not be changed except for training purposes. No more than one change to the schedule per week.

3.2 For Service Dispatcher shift fill purposes, the Associate Distribution Dispatcher will only be used for unscheduled absences. The time spent performing such duties will be taken into account when evaluating progress by an Associate Distribution Dispatcher toward qualification as a Distribution Dispatcher.

EXHIBIT “J”

DISTRIBUTION AREA TRAINING TRAVEL CREWS

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

Section 1 - Distribution Area Training Travel Crew Staffing

- A. Management maintains the right to post and abolish positions in accordance with the Article III Section 7. The number of Distribution Area Training Travel Crew positions within a zone will not exceed twenty percent (20%) of the total number of Line Department (Distribution) positions within a zone.
- B. Management will determine the headquarters to establish the Distribution Area Training Travel Crews.
- C. Distribution Area Training Travel Crew positions will be posted only for Line Technician Non Shift (NS). Each Distribution Area Training Travel Crew will consist of a minimum of two (2) Line Technicians, and four (4) Line Technician Apprentices. In all cases, a 2:1 ratio of Apprentices to Line Technicians will be maintained for the initial make-up of the crew.

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

Apprentice is required for Ground Technicians, during this assignment unless specifically approved by the C&M. These assigned employees' start and stop time shall be from their reporting headquarters.

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

- L. Distribution Area Training Travel Crew work assignments are determined by management.

Section - 2 Callouts

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

C. Apprentices assigned to a Distribution Area Training Travel Crew where the assignment is outside a 50-mile driving distance of the employee's permanent residence:

1. Will be taken off of the employee's respective regular headquarters call-out list for the duration of the assignment to this Crew.
2. May opt back onto their respective regular headquarters call-out list for the weekend upon making themselves available through the ARCOS call out system prior to 6:00am on the first scheduled day off and they will make themselves unavailable on ARCOS at 6:00pm on the day before the next scheduled work day for the Crew.
3. Each Apprentice who volunteers will be placed on the bottom of the callout list in ARCOS at each employee's respective headquarters during this period.
4. Apprentices shall be eligible to utilize the volunteer callout list for all days the Apprentice is available for callouts.

D. Employees on Distribution Area Training Travel Crews should not work overtime that places them on rest time for the Distribution Area Training Travel Crew's next day assignment without approval of the C&M assigned to this Crew, unless called out for overtime for an "all hands" event or a callout for any opportunity to accept an offered out of town storm restoration assignment.

E. At the conclusion of the Distribution Area Training Travel Crew assignment Apprentices will be returned to their respective regular headquarters call-out lists in accordance with either 1 or 2 below, whichever places the employee lower on the list:

1. Determine the Distribution Area Training Travel Crew employee's previous place on call-out list when assigned to the

Distribution Area Training Travel Crew. Determine current employee who is now in that place on the regular headquarters call-out list and place the Distribution Area Training Travel Crew employee on the call-out list in that place, minus 0.1 (1/10th) overtime hours.

2. The employee will be placed on to the list using actual hours worked.

F. At the end of the Distribution Area Training Travel Crew's assigned project, each Apprentice will be provided with written and verbal feedback from the Line Technicians and C&M of the crew as to the Apprentice's strengths and identified areas of improvement as observed during the work on the project.

Section – 3 Schedules, Travel and Per Diem

A. The crews will work either five (5) eight (8) hour or four (4) ten (10) hour days. When a crew is working outside of the fifty (50) mile driving distance of the headquarters, they will work four (4) ten (10) hour days.

1. Line Technicians who are called out on off-scheduled days will receive meals per the Memorandum of Agreement if working within a fifty (50) mile driving distance of the headquarters and shall not receive per diem. Employees working callout or prearranged overtime outside a fifty (50) mile driving distance of the headquarters shall receive per diem in accordance with Article X, Section 4(A) and are not subject to the overtime meals provisions of Article VII. Note: Per Diem covers three meals per day. On those days when the employees are on Per Diem, they will be entitled to additional meals if work continues five and one-half (5 ½) hours beyond their regular scheduled quitting time on a ten (10) hour day, or six and one-half (6 ½) hours after working an eight (8) hour day. Employees will be paid for time to eat meals on overtime in accordance with Article VII, Section 7 of the MOA.

- B. When working outside the fifty (50) mile driving distance of the regular headquarters, the Temporary headquarters (show-up) will be established at a location where meals and lodging, suitable to the Company, are available within a ten (10) minute drive. If temporary headquarters (show-up) meeting this criteria are not obtained, travel time will be allowed for all employees from temporary headquarters (show-up) to lodging. If the employee wishes to commute to and from a more distant point, that employee will only receive travel time as outlined above.

- C. Sufficient time shall be allowed for orderly moving of the Distribution Area Training Travel Crews where temporary headquarters (show-up) are changed from one location to another. Off-scheduled hours required for moving will be paid at overtime rates.

- D. Employees not required for moving of Company equipment may move their personal vehicles and/or trailers at the same time the crew moves. Subject to the approval of the Supervisor, employees who normally operate company equipment may arrange for other employees to drive such equipment in order that they may move their personal vehicles and/or trailers.

- E. When working outside the fifty (50) mile driving distance of the regular headquarter, and when a Distribution Area Training Travel Crew has moved its temporary headquarters (show up) during the time an employee is on vacation, the employee will be allowed travel time from the employee's permanent residence to the new temporary headquarters (show-up) on the employee's return from vacation, provided, that this shall apply to only one vacation period each year.

- F. Each geographic location where a Distribution Area Training Travel Crew is established will constitute a single separate headquarters at the work location.

- G. Apprentices will be reimbursed for time and mileage each day to and from the show-up that is greater than the Apprentices' normal commute time and distance from their regular headquarters. If the show-up is greater than fifty (50) miles, the apprentice will generally be provided lodging and meals for the duration of the assignment. With management approval, Apprentices traveling greater than fifty (50) miles may elect to commute each day. Apprentices provided lodging will be reimbursed for mileage, in excess of their normal commute to their regular headquarters, on the first travel day to the show-up and the last day home from the show-up.
- H. Overtime worked by Apprentices will be subject to the meals provisions of Article VII. Apprentices working outside fifty (50) miles from their headquarters and who are provided lodging and meals as part of their assignment will be entitled to additional meals if work continues six and one-half (6 1/2) hours beyond their regular scheduled quitting time on an eight (8) hour day and five and one-half (5 1/2) hours beyond their regular scheduled quitting time on a ten (10) hour day. Employees will be paid for time to eat meals on overtime in accordance with Article VII, Section 7 of the MOA.

EXHIBIT “K”

Work Control Operator

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

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

Scrubber Operator will be paid at Chief Plant Operator pay rate for all hours when assigned to the WCO. At Bartow, the employee assigned to the WCO will be paid at CTT4 pay for all hours when assigned to the WCO. Collectively, the above upgrades will be referred to as the WCO Upgrade.

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

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

Operator to perform the duties of the WCO for the duration of the absence, utilizing an Operator working on the day shift. Any Operator so assigned will be paid at Chief pay but only for the hours worked as a WCO. At Bartow, any CTT so assigned will be paid at CTT4 pay but only for the hours worked as a WCO.

11. Whenever a WCO is unavailable to perform the duties for a whole shift, and when for that shift the Company wants to have only the LOTO duties performed that would have been otherwise performed by the WCO, the Company will solicit volunteers from that shift to perform the LOTO duties of the WCO. The senior volunteer will then be assigned to the WCC solely for the performance of LOTO duties and will receive a seventy-five cent (\$.75) per hour premium ("WCO/LOTO Premium Pay") for hours worked in that capacity. Those LOTO duties will be performed by the upgraded employee in the Work Control Center. If the Company is interested in having multiple WCO assignment duties performed, not just the LOTO duties, the Company will assign an available employee by seniority. In such case, the employee will be paid WCO Upgrade.
12. The above paragraph is not meant to suggest that LOTO duties are not an Operator function. It is understood that an employee performing a LOTO duty that is not part of an assignment to the WCC will not receive any upgrade. In all situations, only one person per shift will receive the WCO Upgrade. If other employees are assigned to the WCC for outages or project support, they will receive a seventy-five cent (\$.75) per hour premium but only for the hours worked in the WCC.
13. Shift differential will be paid in accordance with Article X, Section 3.
14. Meal times will be paid during the WCO assignment.
15. The WCO assignment shall have its own overtime list per the MOA. In the event that Management determines the need to call out for an overtime assignment on the Operator rotating shift, the WCO

may be called once the overtime list has been exhausted; however, there is no requirement to call out the WCO for this overtime.

16. The WCO assignment shall have its own master vacation schedule. In general, vacations should not be planned during planned outage periods unless mutually agreeable.
17. Nothing will prohibit qualified Operators from performing the associated tasks as assigned on the employees' shifts, including but not limited to "hands on" LOTO duties such as isolation, restoration, and boundary changes, and providing any necessary assistance to the WCO.

EXHIBIT "L"

Transmission Construction Travel Policy

Initial assignment and Job to Job

1. Upon initial assignment to a Substation Construction Travel or Transmission Line Construction Travel Crew, the employee will be paid a one way trip from his or her legal residence on the first trip. Furthermore, the employee will be paid the time required to drive. The supervisor will determine the employee's start time on that day.
2. Employees on the Substation Construction Travel Crews and the Transmission Line Construction Travel Crews will receive reimbursement for the actual roundtrip miles driven, up to a maximum of 400 miles total, and the paid time to drive, each time that the show-up is changed.
 - a. By way of example, if on Week 1 the employees begin a 4 week assignment at a fixed show-up, employees will be reimbursed for the actual miles driven to the show-up location on Day 1, and paid the time to drive. They will also be reimbursed for the actual miles driven home on the last day of the assignment in Week 4, up to a maximum of 400 miles total for the round trip, and paid the time to drive. The employees will also be reimbursed the actual miles driven between show-ups, and the time to drive, should the show-up location be changed in the middle of the work week. However, for a move in the middle of the week, an employee will not be paid for more hours, or miles, than are actually driven. Finally, in cases of carpooling, only one employee will be eligible for mileage reimbursement, however, all will be paid time to drive / ride.
3. Travel for training and required Company meetings is not considered a show-up change.
 - a. However, mileage and time to drive will be paid under these circumstances for the additional miles incurred (this will be the

difference between the employee's normal commute to his/her show up and the additional miles driven to the meeting or training if incurred on the first and / or last work day of the week only.)

- b. If an employee leaves from the show up to attend off site training or attend an offsite meeting and will be returning prior to the end of the work week, all miles and time to drive from the show up to the meeting or training location and back to the show up will be reimbursed per Company IRS rates. Note, time of day to drive back to the show up will be determined by the supervisor (we will avoid paying someone to drive on OT).
- c. Per Diem rates will always be based on the employee's distance from legal address to the show up or meeting/training site at the end of the day, whichever is applicable (given the employee incurs overnight expenses).

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

Call out

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

unless an overnight stay is incurred. A call out will not be considered a change of show-up.

Pre-arranged Overtime

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

Daily Travel Time

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

Per Diem

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

Q&A

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

Answer: Yes. Per diem is a separate question from show-up location. Per diem is intended to reimburse an employee for out of

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

EXHIBIT "L" (cont.)

ARCOS in Transmission

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