

Citrus Combined Cycle Station

MEMORANDUM
OF
AGREEMENT

EFFECTIVE
MARCH 14, 2016
THROUGH
MARCH 8, 2020

Between



and



**IBEW – System Council U8
Representing Local Union 433.1**

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AGREEMENT

This agreement made and entered into this **<DATE>** by and between Duke Energy Florida, Inc., f/k/a Florida Power Corporation, their successors and assigns, hereinafter called the "Company," and the International Brotherhood of Electrical Workers System Council U-8, hereinafter collectively referred to as the "Union."

WITNESSETH: That for the purpose of establishing working conditions, rates of pay and hours of work, and of promoting teamwork and efficiency in the operation of the Citrus Combined Cycle Station (CCCS) where members of the Union are employed, the parties hereto contract and agree with each other as follows, to-wit:

The Company and the Union have jointly entered into this Agreement in a sincere and good faith effort to establish work rules and related working conditions so as to enable the Company to meet the competitive challenges facing the facility. The Union and the Company pledge to cooperate throughout the term of this Agreement.

It is expressly agreed and understood by the parties that this Agreement has been entered into for the specific purpose of enabling the Company to operate the Citrus Combined Cycle Station in a cost-effective and competitive manner.

ARTICLE I

Recognition and Representation

Section 1 - Contract Ratification

The Company recognizes the Union as exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all Citrus Combined Cycle Station employees subject to this Agreement.

For the purposes of this agreement, Citrus Combined Cycle Station shall mean the facility at West Power Line Street, Crystal River, FL. This Agreement shall apply to employees employed by the Company at the Citrus Combined Cycle Station listed in Exhibit "A" of this document. After the initial working Agreement, subsequent Memorandum of Agreements shall be voted on and ratified by employees at the Citrus Combined Cycle Station only, who are members of the Union in good standing, in accordance with the constitution and by-laws of the Union. All employees covered by this Agreement are hereinafter referred to as "employee."

Section 2 - Regular & Temporary Employees - Probation Period

- (A) A regular employee is one who is employed on a full-time basis by the Company on a job within the classification covered by this Agreement, for the purpose of performing such work as has to be done continuously and regularly.
- (B) All employees hired on a regular basis shall serve a probationary period of six (6) months from the original date of regular employment, except those employees who currently hold positions in other Duke Energy organizations who have already completed their probationary period. During this probationary period, employees must successfully perform the work to which they are assigned, and demonstrate the ability to perform journeyman and progression skills as required. The Company may, at its option, transfer or dismiss employees during their probationary period. Should an employee who is dismissed during his/her trial period later become re-employed, he/she shall receive credit, for purposes of Company and department seniority, only for the time he/she was actually employed during the original trial period. However, in all other matters these employees shall be entitled to benefits provided by this agreement.
- (C) Employees represented by the Union in their current position who are selected into CCCS from another location shall be qualified to perform the duties of the job classification for which they are selected at the time of selection. Employees selected into CTT and CCO positions shall be given a reasonable period of time, not to exceed one hundred eighty (180) calendar days to acquaint themselves with the new job and prove their ability to satisfactorily perform the duties of the position. Employees selected into all other classifications shall be given ninety (90) scheduled working days to acquaint themselves with the new job and prove their ability to satisfactorily perform the duties of the position.
- (D) Temporary Employees
 - (1) A temporary employee is one who is employed by the Company on a job within the classifications covered by this Agreement for a limited time on a purely temporary basis for a period not to exceed six (6) consecutive months in any calendar year.
 - (2) A temporary employee will receive wages, overtime pay and meals as provided for in this Agreement.
- (E) Supplemental Employees
 - (1) Management retains the right to supplement the CCCS workforce with craft employees from other Duke Energy-Florida organizations. Such employees will be covered by the terms and conditions applicable to them at their regular location.

ARTICLE II

Company-Brotherhood Relations

Section 1 - Management Rights

- (A) The Union recognizes that the management of the Company, and the direction of the working affairs, including the right to hire, discipline, suspend, discharge, promote, demote or transfer, for sufficient and reasonable cause, to establish and enforce rules and regulations consistent with any applicable terms of this Agreement, remain with and are vested in the Company; subject, however, to the employees' right for adjustment through the grievance procedure.
- (B) The Company confirms that the regular Bargaining Unit employees represented by the Union are the primary workforce for performing work that is done on a regular and continuous basis by classifications listed in Exhibit A. However, the Company has the right to subcontract work; the Company agrees not to lay off any regular employee as a direct result of such action. In the event that there are regular CCCS employees on layoff with seniority and the Company intends to subcontract work normally done by regular bargaining unit employees at CCCS, employees who are qualified to perform that work will be recalled from layoff. For the purposes of this paragraph, a layoff does not include the abolishment of a vacant position or a transfer of positions.

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

Section 2 - Bulletin Boards

The Union shall be permitted to use space on designated bulletin boards of the Company at the Citrus Combined Cycle Station where members of the Union are employed, under the terms of this Agreement, for posting official notices of the Union for its membership.

Section 3 - Union Membership

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

Section 4 - Dues Withdrawal

The Company agrees, upon the written individual request of any employee who is a member of the Union, and until such authority is revoked in writing by such employee, to deduct from the pay of such employee such monthly dues as he shall specify as payable to the Union. The Union agrees to indemnify, defend and hold the Company harmless against any and all claims or liabilities arising out of the administration of this Section.

Section 5 - Anti Strike Clause

- (A) The Union and its members agree that during the term of this Agreement there shall be no strikes, walk-outs, sit-downs, slow-downs, or other concerted cessation or delay of work by the Union or its members, including sympathy strikes. The Company, on its part, agrees that during the term of this Agreement there shall be no lock-outs of the Union or its members.
- (B) In the event that any violation of the preceding paragraph (A) occurs which is not authorized by the International Brotherhood of Electrical Workers, the Union or any Local Union, the Company agrees that there shall be no liability on the part of the Brotherhood or the Local Union or its officers, representatives or affiliates, provided that in the event of such unauthorized action the Brotherhood and the Local Unions first meet the following conditions:
 - (1) To declare publicly that such action is unauthorized.
 - (2) To promptly order the members of the Brotherhood to return to work.
 - (3) That the Brotherhood and the Local Union shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in or encouraging any unauthorized strike, concerted cessation or delay of work on the part of the employees of the Company.

Section 6 - Non-Bargaining Unit Employees Working

- (A) When a qualified employee covered by this Agreement is reasonably available, supervisors or other non-bargaining unit Company employees will not do work normally done by Bargaining Unit employees, except as follows:
 - (1) During emergencies
 - (2) For the purpose of testing or instructing
 - (3) As set out in Paragraph B below.
- (B) The Company may assign engineers, ~~or~~ student engineers and supervisors any work performed by classifications covered by the Bargaining Unit as part of their

training and familiarization on plant equipment and systems. They shall work under the direction of a Journeyman and shall not affect the regular crew make-up. No engineers shall work at any one job or classification for a period in excess of six (6) months. It is agreed that these assignments shall not affect the status of any employees covered by this Agreement; these assignments will not include filling of bargaining unit employee vacancies or working overtime that would otherwise be offered to bargaining unit employees.

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

Section 7 - Anti Discrimination Clause

The terms, conditions and nomenclature throughout this Agreement are applicable to all employees covered hereunder without regard to race, color, religion, national origin, age, sex, disability, or veteran's status as required by applicable city, county, state and federal law.

Section 8 - Personnel Files

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

Section 9 - Loyalty and Efficiency Clause

It is the policy of the Union to encourage all members and other employees to render loyal and efficient service to the Company. The Union is contracted to do all overtime work in the same manner as straight time work. An employee is required to work overtime hours when requested unless he has a justifiable reason to excuse himself from doing so.

ARTICLE III

Seniority, Staffing, Layoffs and Medical Reassignment

Management and Union agree that their mutual interest is to staff the CCCS with the highest caliber employees who are capable of performing all aspects of plant operations and maintenance or such aspects specific to the employee's classification.

Section 1 - Seniority

- (A) Seniority, for the purposes of this Agreement, shall be defined as continuous service, as a Duke Energy employee. Employees at CCCS shall earn departmental seniority in the Production Department. Production Department seniority shall continue to accumulate should any CCCS employee be selected

for a position in the Production Department at another location covered by the Main MOA. Production Department seniority accumulated at other Duke Energy Florida facilities covered by the Main MOA will continue to accumulate at CCCS should any employee be selected for a position at CCCS.

- (B) The Company agrees to revise the seniority rosters during January of each year to include all employees entering the service of the Company at the Citrus Combined Cycle Station, during the preceding calendar year. The seniority roster shall indicate the seniority date of each employee. Such roster shall be posted on the bulletin board and the seniority of such new employees shall become final unless protest is received in writing from the employee within a period of thirty (30) days after such posting. Employees in military service or other leave of absence on the date the seniority rosters are posted shall be allowed thirty (30) days from the date they return to active employment of the Company in which to file protest. Protests shall be investigated and acted upon by representatives of the Company and the Union, whose decision shall be final.

(C) Staffing

- (1) Initial Staffing - The initial staffing of the station shall be governed by the provisions of the Memorandum of Understanding-Citrus Combined Cycle Initial Staffing ("Citrus MOU") which is incorporated by reference into this Agreement.

- (2) Subsequent Staffing - All vacancies which management determines to fill after the initial staffing of the station, shall be posted to the Company web site and all applicants, including those with current Company seniority under the Main MOA, shall be considered simultaneously. A committee consisting of three (3) Company representatives and two (2) Bargaining Unit employees appointed by the SCU8 Business Manager (the CCCS Selection Committee) will select the applicants using the selection matrix, as defined in Exhibit B .

- a) All applicants for CTT or CCO positions at CCCS must possess the qualifications in accordance with Exhibit B.
- b) Employees with active "time off" discipline in their personnel file will not be considered for bidding until the discipline has been removed.

(3) Bidding Rights

Employees at CCCS must spend 3 years as either a qualified CCO or CTT II after commercial operation of the second power block or October 31, 2021, which ever date is sooner.

- a) CCCS employees will have no bidding rights for positions outside of CCCS for three (3) years after becoming qualified as a CCO or CTT. After such time, employees may utilize their Production

seniority to bid on positions posted in the Main MOA for which they are qualified.

- b) Employees that come to CCCS already qualified as a CCO or CTT will have no bidding rights for positions outside of CCCS for three (3) years from the time of selection. After such time, employees may utilize their Production seniority to bid on positions posted in the Main MOA for which they are qualified.
 - c) Employees at CCCS that have time off discipline in their personnel file will be prohibited from exercising their bidding rights outside of the CCCS until such discipline is removed.
- (D) The Departmental Seniority of a regular employee shall date from the first day the employee reports for duty, subject to applicable seniority clauses herein. In the event of a job bid or roll or to address other seniority benefit issues, where more than one (1) employee in a seniority group has the same departmental seniority date, their relative departmental seniority date will be determined by the employee whose last name comes first in the alphabet. Such employee will be considered the most senior, and so on. In the above event, if employees have the same last name, the employee whose birth date (month and day) is closest to January 1 will be considered the most senior. This department seniority date will be determined as necessary at the time of job bid or roll or to address other seniority benefit issues should more than one (1) employee involved have the same departmental seniority date.

Section 2 - Layoff and Recall

- (A) The seniority of any employee shall terminate under any of the following conditions.
 - (1) When laid off for a period of more than two (2) years, seniority shall accumulate during such period of lay-off up to a maximum of two (2) years.
 - (2) When an employee who has been laid off fails to return to work within one (1) week after written notice is sent to him by registered mail, return receipt requested, to his last known address requesting him to return to work; or when he fails to notify the Company within forty-eight (48) hours after he receives such notice that he will return to work within two (2) weeks. The Company will furnish the Union with a copy of its notice to the employee.
 - (3) When an employee resigns his employment with the Company.
 - (4) When an employee is discharged for just cause.
- (B) In the reduction of forces at CCCS, or where a job in a classification at CCCS is discontinued, all lay-offs, demotions or adjustments resulting therefrom, shall be

made in inverse order of seniority of the employees at the Citrus Combined Cycle Station.

- (1) Employees may use their department seniority to obtain a job in another Duke Energy location covered by the Main MOA as permitted by the terms and conditions of Article III, Section 8 of the Main MOA.
- (2) All regular employees who are laid off shall be offered severance pay equivalent to two (2) weeks pay for every year of service to the Company. An employee with less than one (1) year of service shall be offered two (2) weeks pay. An employee who accepts the severance pay waives any rights to recall and will have his or her employment terminated.
- (3) In the event of a reduction in force, regular full-time employees will be offered the opportunity to replace temporary or casual employees, provided they are qualified, as protection against lay-off.
- (4) If the Citrus Combined Cycle Station, is to be closed, the Company shall notify the Union at least sixty (60) days in advance. An employee who has been laid off due to lack of work shall be considered in the same manner as though he had applied through the posting procedure, for any opening which occurs within two (2) years immediately following the lay-off, in a classification that he may be qualified to fill, provided he has made application to the Company in writing for reinstatement in such classification. Laid off employees who are beyond the two (2) years lay-off period will have additional seniority restored up to three (3) years if rehired.
- (5) When an employee enters military service, his job will be posted on a regular basis. When such an employee returns from military service, he will resume the job to which he is entitled under the law and may replace the employee in that job classification at that location having the least departmental seniority.
- (6) In the event of a reduction in force or job elimination within the Production Department under the Main MOA, employees at CCCS are protected from being rolled by such employees for a period of time equal to three years following commercial operation of the second power block or October 31, 2021, whichever is sooner. After that time, employees under the Main MOA may roll employees at CCCS as follows:
 - a) To roll a CCO the employee must be a CTT III and be a journeyman operator or be a CTT IV
 - b) To roll a CCOT the employee must be a journeyman operator and pass the MASS test at the I&C Level.
 - c) To roll a CTT, the employee must hold the same journeyman-skill as the specific employee being replaced and obtain the

progression skills of the replaced employee within eighteen (18) months.

- d) To roll any other employee, the employee must be qualified to hold the position at the time of the roll.

Section 3 - Reinstatement to Bargaining Unit

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

Section 4 - Medical Reassignment

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

Section 5 - Moving Expenses

When an employee is moved from one location to another at the request of the Company or because the Company discontinues a job which results in an employee moving to another location, either through displacement or application, and they are required to move to a new residence in order to comply with Article VII, Section 3, actual moving expenses incurred in moving shall be paid by the Company, or, at the employees option, the Company will pay three thousand dollars (\$3,000.00). If an employee is required to move to a new residence in order to comply with Article VII, Section 3 because of a promotion for which the employee has made application, the Company will pay actual moving expenses up to a maximum of three thousand dollars (\$3,000.00). Actual moving expenses are defined as expenses directly related to moving the employees household goods from the former residence to the

new residence. This includes truck rental or the use of professional movers. Also included is one way mileage for up to two vehicles.

ARTICLE IV

Holidays

Section 1 - Holiday Policy

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

New Year's Day	Veteran's Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day (last Monday in May)	Friday after Thanksgiving
Fourth of July	December 24
Labor Day	Christmas Day
	One Floating Holiday

- (B) If a holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by any employee in any department who is normally scheduled for work that day, who will observe the holiday on the day on which it falls. When the December 24 holiday falls on a Sunday, the following Monday shall be observed as the holiday, and the December 25 holiday shall be observed on the following Tuesday, except by employees who are normally scheduled for work that day, who will observe the holidays on the days on which they fall.
- (C) If a holiday falls on a Saturday, unless it is the Christmas Day or New Year's Day holiday, the preceding Friday shall be observed as a holiday, except by any employee in any department who is normally scheduled to work that day, who will observe the holiday on the day on which it falls. When the Christmas Day or New Year's Day holiday falls on a Saturday, the following Monday shall be observed as the holiday, except by employees who are normally scheduled for work that day, who will observe the holiday on the day on which it fell.

Section 2 - Holiday Pay

All employees shall receive holidays with pay for the holidays specified in Section 1 of this Article. If a holiday falls on the employee's day off, he shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at straight time rates or a day off within a reasonable time at the option of the employee, for which he shall be paid eight (8), ten (10) or twelve (12) hours (depending on his schedule) at his straight time rate, plus premium pay at one and one half (1½) times his straight time rate for all hours he is required to work on said day. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with the exception of Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day, which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. The floating holiday is to be a day selected by the

employee mutually agreeable to both the employee and the Company but it must be scheduled and taken within the calendar year that the holiday falls.

Section 3 - Equivalent Day Off

All employees who are required to work on a day observed as a holiday shall be paid time and one-half (1½) of that straight time rate for such hours worked and in addition shall be allowed eight (8), ten (10) or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) or twelve (12) hours straight time pay and have an equivalent day off within a reasonable time. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with the exception of Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day, which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. Call-outs are subject to minimum call-out provisions of this Agreement.

Section 4 - Holiday Pay Eligibility

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

Section 5 - Working on Holidays

Holiday work is not overtime work for employees already scheduled to work on that day. Holiday pay is premium pay and not overtime pay. Therefore, hours worked on a holiday during the employee's regularly scheduled days and hours are not posted as overtime on the overtime list. When the Company requires an employee to work a holiday that he/she would otherwise have off, the Company shall first offer the holiday work by the overtime list. If not enough employees accept the holiday assignment, and employees are then forced to work, they shall be forced by inverse seniority.

ARTICLE V

Vacations

Section 1 - Vacation Hours and Carryover

- (A) Regular employees who commence employment on or before June 30 and who have completed their probationary period shall be entitled to one (1) week of vacation in that year, and to two (2) weeks of vacation in their second calendar year of employment. Regular employees who commence employment on or after July 1 and who have completed their probationary period shall be entitled to two (2) weeks of vacation in their second calendar year of employment. Regular employees who have attained five (5) years or more of service but less than twelve (12) years of service in that calendar year, shall be entitled to three (3) weeks of vacation in that year. Regular employees who have attained twelve (12) years or more of service but less than twenty-one (21) years of service in that

calendar year shall be entitled to four (4) weeks of vacation in that year. Regular employees who have attained twenty-one (21) years of service but less than thirty-two (32) shall be entitled to five (5) weeks of vacation. Regular employees who have attained thirty-two (32) or more years of service shall be entitled to six (6) weeks of vacation in that year and each year thereafter. At the option of the employee, one (1) week of vacation may be carried over into the following year.

- (B) It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. In arranging vacations, seniority will be given preference. Employees may take their vacations in weekly periods of seven (7) consecutive days. Consecutive weeks are considered as one vacation period for scheduling preference. A separate vacation schedule for the following calendar year shall be established no later than January 31 for Operations and Maintenance. Employees, who have not indicated their vacation preferences by January 15, shall be given preference for available vacation periods on a first come basis. It is understood and agreed that vacation periods may be changed by mutual consent between the employee and the Company at any time. Prior to December 1, employees may indicate their vacation choices in numerical order of preference by writing the appropriate numerals in the designated blocks for each vacation period; i.e., #1 for first choice, #2 for second choice, etc. Employees shall mark these preferences on a posted vacation schedule. This schedule shall be posted as weekly periods indicating Monday as the beginning of a week of vacation. First choice selections are determined solely by seniority. Subsequent choices are determined by numerical order; seniority will prevail in the event of identical numeral choices for the same period. Vacations can be taken any time between January 1 and December 31.
- (C) For employees who have expressed a vacation preference by January 15, management will approve up to 20% of the operations employees and 33% of the maintenance employees at any time. Management will determine the need to backfill or not and the method used to do so by either callout or reschedule.
- (D) A week of vacation shall be defined as three (3) to five (5) consecutive work days consistent with the employee's work schedule for up to seven (7) consecutive days. A vacation week will be considered Monday through Sunday unless otherwise defined in Article V. An employee's off-scheduled days that fall within the seven (7) consecutive days shall be recognized and respected as part of his vacation period. Depending on various schedules, employees are often off for up to nine (9) or ten (10) consecutive days. Premium pay as defined in Section 3(A) shall only apply to work performed during the seven (7) days considered part of the week of vacation.
- (E) Vacations of less than one (1) week shall be so arranged as to be mutually convenient to both the employee and the Company. Employees will not be approved on the Annual Vacation Calendar for more weeks of vacation under this paragraph than they are entitled to pursuant to Article V Section 1.

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

Section 2 - Vacation Approval

- (A) For employees not working on rotating shifts, off-scheduled weekend days, attached to the vacation week may be designated as vacation days to reach a total of nine (9) days to ten (10) days off. Employees must notify their supervisor as to which weekend(s) they would like to be on or off the overtime list for the weekends attached to their vacation week. If employees do not want to be included on the overtime list, they must advise management in advance which weekend that they would like to be completely protected from any call-out. During the other weekend, the employee will only be called out from his/her vacation during an emergent event/condition.
- (B) For employees working twelve (12) or eight (8) hour rotating shifts, additional off-scheduled days before or after their scheduled work days in that week may be designated as vacation days if required to reach a total of seven (7) days of vacation. If employees are scheduled off on the weekend prior to their vacation week, the employee may elect to be removed from the call-out schedule for that weekend, allowing them to have nine (9) days of protected leave. During that weekend, the employee will only be called out from his/her vacation during an emergent event/condition. For shift employees whose work schedule may span over two (2) work weeks (i.e. Friday, Saturday, Sunday, Monday work schedule), management will grant the week of vacation that covers the Friday, Saturday and Sunday work days and the employee will have the option to work Monday or take a single day of vacation on Monday.
- (C) The following applies to vacation scheduling for shift workers at CCCS who work a 4-shift schedule rotation:
 - 1) Posting Dates
 - a) Management will post the yearly shift rotation for the following year by December 1st. Employees will choose vacation and populate the vacation schedule by January 15th.
 - b) A vacation schedule for each year shall be posted not later than January 31st.
 - c) Reschedules associated with the yearly vacation calendar will be posted by Management by February 15. Reschedules will be populated by inverse seniority, beginning in December and working back to January. Management will reissue a revised reschedule list

if approved vacations are changed after February 15. Once the reschedule list has been exhausted, future reschedules will continue again starting with the junior employee.

- d) Management may, at its discretion, allow more than 20% in operations and 33% in maintenance, off during the Independence Day, Thanksgiving and Christmas holidays.

Section 3 - Recall from Vacation

- (A) An employee will not be required to work during his/her assigned vacation period except during an unusual emergency. If required to work scheduled hours during the vacation week, he/she shall receive his/her vacation pay and, in addition thereto, he/she shall be paid at one and one-half (1½) times his/her regular straight time rate for all such hours worked. If required to work off-schedule hours during the vacation week, he/she shall be paid at two (2) times his/her regular straight time rate for all such hours worked. At the employee's option the employee may forego his/her vacation pay and be allowed to reschedule his/her vacation at a mutually convenient time to both the employee and the Company.
- (B) Subject to the language set forth above in Section 2, when an employee has finished his/her week's work in the week preceding his/her vacation week, the employee is free to leave on his/her vacation.
- (C) Should an employee be recalled for emergency duty while on vacation, the Company will pay all necessary non-recoverable expenses which he/she may incur as a result of such recall emergency duty while on vacation, the Company will pay all necessary expenses which he may incur as a result of such recall.

Section 4 - Vacation Pay upon Termination

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

ARTICLE VI

Hours of Labor and Overtime

Section 1 - Working Periods – Variations

Nothing in this article shall be construed to prevent the assignment of any employee to do work outside the scheduled hours at the rates provided for within this Agreement.

Section 2 - Work Week/ Schedules of Work

The regular work week shall consist of eight (8), ten (10), or twelve (12) hour shifts or combination of such shifts as determined by management. The rotation of the eight (8), ten (10), or twelve (12) hour shifts during the work week will be as follows:

(A) Maintenance Employees:

- (1) Employees shall be scheduled 5-8s, exclusive of meal time, per workweek between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday or 4-10's, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday, or a combination of 5-8's and 4-10's.
- (2) Other schedules may be established for condenser and heat exchanger cleaning or any work that results from a reduction in load capability for five or more days as follows:
 - a) Eight (8) hour shifts between the hours of 6:00 a.m. and 6:00 p.m., 3:00 p.m. and 12:00 midnight, and 10:30 p.m. and 7:30 a.m. per day for five (5) consecutive days; or
 - b) Ten (10) hour shifts per day for four (4) consecutive days, between the hours of 6:00 a.m. and 6:00 p.m. for the first shift and between the hours of 8:00 p.m. through 7:00 a.m. for the second shift.
- (3) The same schedules may be established for any work that results from a reduction in load capability for less than five days except that all hours worked on the second and/or third shift shall be at premium rate of one and one-half (1½) times the regular rate of pay for the first four (4) days. Should the work continue beyond four days the employees shall be paid at straight time for the scheduled hours.
- (4) An employee's schedule may be changed by giving the employee twenty-four (24) hours-notice. An employee shall not be rescheduled more than once in any work week. With less than twenty-four (24) hours-notice the employee shall be paid at premium pay of time and one-half (1½) for the first day of the changed schedule.

- (5) Maintenance employees may be reassigned to operations as required. Employees reassigned to a day-shift operations schedule may be made without notice. Employees reassigned to a night shift operations schedule shall be at premium pay of time and one-half (1½) unless twenty-four (24) hours-notice is given. With less than twenty-four (24) hours-notice the employee shall be paid at premium pay of time and one-half (1 ½) for the first day of the changed schedule.
 - a) If an employee is moved to a day-shift operations schedule with hours of work less than the employee's original schedule the employee shall have the option of working or not working the equivalent number of hours. If the employee works, the hours are paid at straight time. If the employee does not work, the employee is not paid for those hours.
 - b) If an employee is moved to a night-shift operations schedule with hours of work less than the employee's original schedule, the employee shall be paid for the difference at straight time pay.

(B) Operations Employees:

- (1) Employees assigned to operations shall work a 12-hour rotating shift schedule. The initial shift schedule shall be established with operations employees selecting the shift schedule from at least two (2) schedules provided by management. The selected schedule will remain in place on a year to year basis unless a change is requested by either party no later than November 1 of the year prior to the requested change. In such cases, management will provide two (2) schedules for employees to choose from for the following year.
- (2) Management shall establish the start and stop times within the schedule.
- (3) An employee's schedule may be changed by giving the employee twenty-four (24) hours-notice. An employee shall not be rescheduled more than once in any work week. With less than twenty-four (24) hours-notice the employee shall be paid at premium pay of time and one-half (1½) for the first day of the changed schedule.
- (4) If an employee is reassigned to another schedule including a maintenance schedule for less hours than the employee's normal schedule for that week, the employee will have the opportunity to earn at least as much as the employee would have earned on the original schedule for that week. This opportunity shall be accomplished at the employee's option by choosing either a) or b) below.
 - a) Choose not to work and not be paid for those hours. This will not be counted against the employee's attendance record.
 - b) Work the number of hours the employee was shorted. If management is unable to provide the make-up hours, the employee will be paid for the missed hours.

Section 3 - Overtime Hours

- (A) All hours of labor over forty (40) hours per work week shall be considered as overtime hours and paid for at one and one-half (1½) times the employee's regular hourly wage rate, except as otherwise provided in this Agreement. Unless otherwise restricted in the provisions of the MOA, a change in start time is not a change in schedule unless it falls outside the hours identified for the respective department in Article VI. Changes in start times do not require twenty-four (24) hour notice. If an employee's starting time is to be changed, the Company shall give notice to the employee as soon as the new start time is established, or as soon as possible thereafter.
- (B) There shall be no compounding or duplication of payment for any hours worked.
- (C) When on eight (8) hour shifts all hours in excess of eight (8) but less than sixteen (16) will be paid at one and one-half (1½) times the employee's regular hourly rate.
- (D) When on ten (10) hour shifts all hours in excess of ten (10) but less than sixteen (16) will be paid at one and one-half (1½) times the employee's regular hourly rate.
- (E) When on twelve (12) hour shifts all hours in excess of twelve (12) but less than sixteen (16) will be one and one-half (1 ½) times the employee's regular hourly wage.
- (F) All hours in excess of sixteen (16) consecutive hours will be paid at two (2) times the employee's regular hourly rate. Should an employee be required to report back for work after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight (8) consecutive hours of rest.
- (G) All hours worked on the first day of a new schedule where twenty-four (24) hours advance notice of the change of schedule is not given will be paid at one and one-half (1½) times the employee's regular hourly rate. Unless otherwise restricted in the provisions of the MOA, a change in start time is not a change in schedule unless it falls outside the hours identified for the respective department in Article VI. Changes in start times do not require twenty-four (24) hour notice. If an employee's starting time is to be changed, the Company shall give notice to the employee as soon as the new start time is established, or as soon as possible thereafter.
- (H) If an employee has not been required to work sixteen (16) consecutive hours or more but has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an eight (8) hour rest period upon completion of the work. If such rest period extends into the employee's

regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work or continue working during his regularly scheduled hours and who has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regularly scheduled work period, he shall be paid premium pay (one and one-half (1½) times his regular hourly rate) for all hours worked until he shall have had eight (8) consecutive hours of rest.

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

Section 4 - Scheduled Days Off

- (A) Employees working on their scheduled days off shall be paid at a rate of pay of one and one-half (1½) times the regular rate of pay. Employees shall be paid at a rate of double the regular rate of pay on the last day off in the payroll work week as follows:
 - (1) When working a five-day, eight (8) hour shift schedule, an employee required to work eight (8) hours or more on his first regularly scheduled day off shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off.
 - (2) When working a four-day ten (10) hour shift, if an employee has worked at least eight (8) hours on both his first and second regularly scheduled days off, he shall be paid two times (2) his regular rate of pay for all hours worked on his third regularly scheduled day off.
 - (3) When working a twelve (12) hour shifts, if an employee is required to work eight (8) hours or more on a regularly scheduled day off, he shall be paid two (2) times his regular rate of pay for all hours worked on the next consecutive regularly scheduled day off. A third consecutive day off shall be paid at one and one-half the regular rate of pay. (See the below table for examples)

	MON	TUES	WED	THUR	FRI	SAT	SUN
EX. 1	Work 1.5 X	Work 2.0X	Off	Off	Work 1.5	Off	Work 1.5
Ex. 2	Off	Off	Work 1.5	Work 2.0	Work 1.5	Work 2.0	Work 1.5
Ex. 3	Off	Work 1.5	Off	Work 1.5	Off	Work 1.5	Off

- (B) Nothing in this agreement shall be construed to require the Company to work any employee on any off schedule day that would be paid at the double time rate of pay.

Section 5 - Distribution of Overtime

- (A) All prearranged and emergency overtime shall be distributed as equally as reasonably possible among the employees. It is understood, however, that the sharing of such overtime shall not delay work, but every reasonable effort shall be made to distribute overtime as equally as possible. Where reasonable, this will be accomplished by calling the low person on the posted list who is off duty that day. It is understood that no employee shall be required to work sixteen (16) consecutive hours if it can be avoided. It is clearly understood that there are cases where it will be unreasonable to call the low person. Management shall have a justifiable reason for not calling the low person, such as, due to inefficiency, a job continues past normal quitting time and the crew stays to finish the project, job familiarity or training. (Training shall not be used to replace the required crew complement). If emergency work occurs within the last one (1) hour of the employee's regular scheduled day, and overtime is expected to result, the assignment(s) shall be offered to the employee(s) by the current overtime list. This does not apply to continuation of work. Nothing in this Agreement shall be construed as to require the Company to call out or work any employee covered by this Agreement on overtime if there are employees already on duty who can perform the work.
- (B) A record of overtime hours worked by each employee shall be posted each pay period on the respective bulletin board. Overtime available but not worked by an employee shall be posted in red and counted in his total for the purpose of distribution of overtime.
- (1) An employee working twelve hour shifts who is offered pre-arranged overtime will not be redlined more than twelve (12) hours in a calendar day or the total number of overtime hours offered to the employee if the hours offered are less than twelve (12) hours.
 - (2) Any portion of the workweek for which premium pay is given due to lack of twenty-four (24) hours' notice of change in schedule, shall not be posted as overtime hours.
 - (3) When an employee is temporarily assigned to a higher classification for two (2) or more days, the overtime he made while assigned to the higher classification will be added to the record of his overtime.
- (C) Every year starting on the effective date of the 2015 Exhibit "A" of this agreement, the posted overtime for each Bargaining Unit employee will be revised by bringing each employee to zero (0). When a new employee is placed on the callout list, he will assume the overtime hours equal to that of the high man of the group he is rotating with on the callout list. When overtime is zeroed, names will be listed in the same order as on the previous listing.

- (D) Bargaining Unit employees will, if requested, maintain and provide a call-out list for management use. Bargaining Unit employees may also be required to perform call-outs if requested by management.
- (E) For purposes of overtime, there will be two (2) maintained lists:
 - (1) Operations list and Maintenance Shop list
 - (2) In all cases, Management maintains the right to determine if overtime is to be offered or if the vacancy will be covered using reassignment of other available CCCS personnel on duty.
 - (3) Once the overtime list is exhausted and no one in the Maintenance Shop accepts the overtime, then the overtime will be offered to operations employees and vice versa.
 - (4) The provisions of this Section 5 shall not apply to any overtime worked as part of a scheduled or rescheduled shift.

Section 6 - Call-Outs

- (A) If an employee covered by this agreement is called out after the close of his scheduled workday and before the beginning of his next scheduled workday, he shall be paid a minimum of two and one-half (2 1/2) hours at the applicable overtime rate. If he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be paid.
- (B) When prearranged overtime work is scheduled to be performed on a holiday or on scheduled days off, at least four (4) hours of work will be provided at the applicable overtime rate of pay. If the Company does not provide four (4) hours of work, the Company shall still be obligated to pay four (4) hours of pay.

ARTICLE VII

General Working Conditions

Section 1 - Employees' Addresses/Telephone

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

Section 2 - Absent Notice

As soon as practical after an employee knows that it will be necessary for him to be relieved from duty, he shall notify his supervisor of the need and reason. When an employee

has been relieved from duty, he shall notify his supervisor as soon as possible of the date on which he expects to be able to return to regular duty.

Section 3 - Locale

Employees shall live within one (1) hour travel time of the plant. Employees already holding positions in other organizations represented by the Union shall make a permanent move within nine (9) months after reporting to the plant.

Section 4 - Tools

The Company shall provide CCCS employees the tools necessary to perform their work. Such tools shall be the property of the Company.

Section 5 - Stand-by and On-call Time

- (A) Hours worked shall include time that the employee is required to "stand-by" at a designated place prepared to go to work, and such time shall be paid at the applicable overtime rate.
- (B) It is understood that all employees shall be subject to call and, if requested, shall keep their headquarters informed as to where they may be reached. Such time is not to be considered as hours of work and is not to be paid for.

Section 6 - Company Meetings

Any employee required to attend a Company meeting on his off hours shall be paid for the hours spent in attending such meetings, or minimum call out requirements whichever is greater. In the event an employee is required to attend a Company meeting immediately preceding his normal starting time, or is required to attend a Company meeting immediately following his normal quitting time, the employee shall be paid for actual hours required to attend such meeting. The provisions of this Section shall not apply to grievance meetings.

Section 7 - Trading Work Periods

Upon prior notice to the supervisor, employees of the same classification working regularly scheduled hours may exchange hours of work within the workweek with one another provided no overtime or inconvenience is caused the Company.

Section 8 - Meals

- (A) When employees are required to be away from CCCS overnight, the Company will furnish board and lodging. Normally, when working within a forty (40) mile radius, they will be returned each day to CCCS; provided, however, employees working within forty (40) miles of CCCS will be returned at least every third day. Travel time will be at the employers expense.
- (B) When employees take their lunches, the lunch period shall be one-half (1/2) hour when requested by a majority of the employees in the crew or group.

- (C) Employees who are called out to work overtime and who are not provided twelve (12) - hours' notice of the requirement to work overtime, shall earn a meal allowance after working five (5) continuous hours. If the employee continues working, he or she shall earn additional meal allowances every five hours.
- (1) Employees shall earn a meal allowance when they are called out to work anytime within three (3) hours after the end of the scheduled quitting time. Employees who are called out and work outside the period described above, shall earn a meal allowance after having worked five (5) continuous hours. In either case, the employee shall earn additional meal allowances every five (5) hours if the employee works continuously.
- (D) Any offering of overtime that is made with twelve (12) or more hours-notice will be considered pre-arranged overtime and no meals will be provided, nor paid, unless the conditions of paragraph E and/or F occur outside the original scheduled prearranged overtime opportunity.
- (E) When employees are required to report for work one and one half (1½) hours or more before the regular starting time, they will have such meals as they customarily eat before going to work paid for by the Company and lunch where the employees normally bring their lunch. When the work continues past the regular starting time, the employees shall be allowed time off with pay not to exceed one-half (1/2) hour to eat, except Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty.
- (F) When work continues one and one-half (1½) hours or more after regular quitting time on an eight (8) hour shift, or one-half (1/2) hour or more on a ten (10) or twelve (12) hour shift, the employees shall earn a meal allowance.
- (G) Employees shall be compensated for time to eat meals, earned in paragraph F above, not to exceed one-half (½) hour after they have worked three (3) hours past the regular quitting time on an eight (8) hour shift, two and one-half (2½) hours past the regular quitting time on a ten (10) hour shift and one (1) hour past the regular quitting time on a twelve (12) hour shift. Additional meal allowances and paid meal periods shall be earned every five (5) hours after the first meal allowance is earned. If employees are not provided time to eat during the work period(s), one-half (½) hour shall be added to the end of the employees' actual time worked as a paid meal time. This paid meal time is reported on the time sheet and is not considered time worked and shall not be used in the calculation for rest time.
- (H) The following provides examples of how to calculate the times when employees earn meal allowances and the paid meal periods provided in paragraphs (F) and (G) above.

Schedule	1 st Meal Allowance	1 st Paid Meal Period	2 nd Meal Allowance	2 nd Paid Meal Period	3 rd Meal Allowance	3 rd Paid Meal Period
0800-1630 (8h)	1800	1930	2300	2300	0400	0400
0700-1730 (10h)	1800	2000	2300	2300	0400	0400
0600-1800 (12h)	1830	1900	2330	2330	0430	0430

- (I) Reasonable effort will be made to observe the employee's normal meal time.
- (J) All meal provisions of this Agreement shall apply on the employee's off-schedule days, in the same manner as on regularly scheduled workdays; except there shall be no meals provided for pre-arranged overtime as set out in paragraph B above.
- (K) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive \$14.10 per meal on the next regular paycheck, or receive a meal from the Company at the employee's option. Reasonable effort will be made to provide the earned meals to the employee upon request. For all meal allowances earned, management, at its option, may provide a meal or pay the meal allowance.
- (L) Meals and lodging furnished by the Company as a requirement of this Agreement shall be free of charge to the employees; provided, however, that the employee will pay such taxes as are required by the Internal Revenue Service.

Section 9 - Safety

- (A) The safety of employees is a matter of paramount importance, and no employee shall be required to take undue risks in the performance of his duties. Where not specifically covered by this agreement, the Company Safety Rules shall govern the work. An employee may refuse any job which he/she reasonably considers to be unsafe for him/her to perform.
 - (1) The Company and the Union recognize the need for a strong Health and Safety Program for the benefit of all employees covered by this agreement. The Company and the Union will cooperate in promoting safety throughout the various operations of the Company and will work together to oversee the development and implementation of safety and health programs.
 - (2) It is agreed that the establishment and enforcement of safety rules and regulations, the responsibility under the Occupational Safety and Health Act and the provision of a safe work place are management's exclusive responsibility.

- (3) A CCCS Health and Safety Committee will be established. The CCCS Health and Safety Committee will consist of at least two (2) representatives (Operations and Maintenance) selected by the Union and at least two (2) representatives selected by the Company. The CCCS Health and Safety Committee will meet monthly.
 - (4) The Union Business Manager (or designee) may select a CCCS Bargaining Unit employee to participate on the Business Unit Safety Committee for FHOFF.
 - (5) Whenever an investigation team is appointed by the Company to investigate a lost time accident or significant near miss event involving a regular Bargaining Unit employee, it shall include two (2) employees from the Bargaining Unit familiar with the line of work in issue. Such employees will be selected by the Union Business Manager (or his designee). Bargaining Unit employees on an investigating team will not be involved in any disciplinary action that may be taken against any Bargaining Unit employee. Union representatives on an accident investigation team must agree to all requirements set out for team membership regarding participation, communication of information and confidentiality (if required). The results of all accident investigations, including lessons learned and future corrective action, if any, will be timely shared with the Health and Safety Steering Committee, Business Unit Safety Committees and Bargaining Unit employees.
 - (6) The Health and Safety Committee noted above will not involve themselves in disciplinary action, and will not consider any issue over which a grievance is pending. It is not the intention of the Company or the Union to use this Committee or these Teams for the purpose of creating work rules or for the discussion of topics not directly related to safety.
 - (7) It is agreed that the Local Union President, and the Chairman of the local safety team (provided that employee is in the Bargaining Unit) shall from time to time visit work sites and facilities in conjunction with Management. The time to do these visits shall be mutually agreed to, and in accordance with Article VIII, Section 3.
- (B) In the handling of all work, supervision is required to see that a sufficient number of skilled and trained workers are assigned to the job, equipped with the necessary safety devices to do the work properly and safely, as outlined by the Company's Safety Rules.
- (C) It will be the policy of the Company to limit outside work when inclement weather conditions exist, providing the nature of the work will permit postponement.

Section 10 - Protective Equipment

- (A) Suitable rain protective equipment – rain coats or suits, hats and rubber boots – will be provided by the Company for employees required to work outside during wet weather. The Company will furnish hard hats for employees subject to working in areas where there is danger from falling objects or danger of making head contact with energized equipment. Such equipment shall remain the property of the Company.
- (B) Safety prescription eye wear specified by the Company shall be provided to all Bargaining Unit employees who would normally need to use them in his/her everyday duties. Safety prescription eye wear will be replaced when damaged to an extent requiring replacement and if returned for replacement. Such eye wear shall be provided at no cost to the employees. Employees shall use their own time to purchase such eye wear and for related adjustments and appointments.
- (C) Safety footwear shall be provided to employees in classifications that require safety footwear. The Company shall replace safety footwear as necessary due to normal wear and tear incurred while working for the Company. Employees may order replacement safety footwear through a Company designated catalogue or online source, or, at the employees option, may purchase such footwear on the employee's own time and be reimbursed for the cost of the footwear.

Section 11 - Coveralls and Replacement of Clothing

Employees, when required to work in combustion chambers, boiler drums, gas passages, condenser circulating water passages, transformer hulls, or other oil reservoirs, shall be furnished coveralls and gloves. Such equipment shall remain the property of the Company and shall not be devoted to personal use and shall be turned in when not in use. The Company shall provide seven (7) pairs of Flame Resistant Clothing for all employees to wear whose headquarters is CCCS. An employee who has his personal wearing apparel damaged beyond repair because he was unable to change clothes or secure protective clothing due to an unusual emergency shall be reimbursed in an amount equal to the estimated value of such clothing immediately prior to the incident.

Section 12 - Work Attire

Employees assigned to work in the control room at CCCS shall wear a sleeved and collared shirt, appropriate pants (which can include denims but not shorts or sweat pants) and close toed shoes. Such clothing is to be clean and in good repair. Any printing or logos must be business appropriate. At the option of the employees the Company will pay for seven (7) collared shirts with a Company logo. These shirts will be replaced at the Company's expense as needed upon approval by supervision. Such shirts will be purchased through various Company-approved catalogues or web sites.

Section 13 - Station Projects

- (A) When Management determines to establish a Station Project with CCCS employees, it will identify the staffing complement as follows:
 - (1) When possible, the scope of project, duration of work, schedule (including time off), and resources needed (including skills, qualifications and/or experience) will be provided approximately two (2) weeks prior to the start of the project(s)
 - (2) Management will determine the anticipated number of employees needed for each Station Project. The positions will be staffed via the overtime list to attain the necessary qualified employees.
 - (3) The project will be staffed approximately one (1) week prior to the start of the project.
 - (4) If not enough employees volunteer management may, at its discretion, do any of the following:
 - a) Proceed with the project augmenting the existing employee complement with SMC, other craft resources or;
 - b) Compel qualified employees to fill the position(s) in order to complete the project(s) work, If overtime is anticipated, the overtime list will be used to compel. If no overtime is anticipated, inverse seniority will be used. or;
 - c) Proceed with the project(s) with fewer than the requested employees.
- (B) Additional resources may be used to supplement the staffing for the project as determined by Management.
- (C) No redlines will be assessed for project position(s) for which an employee does not accept the assignment.
- (D) Employees on project positions will be removed from the call out list for the duration of the project, except that any overtime not associated with the project may be offered to any employee on a day off after all other employees not assigned to a project position have been offered the overtime. An employee on a project cannot be compelled for non-project related overtime.
- (E) All employees are expected to work all hours, including overtime hours, associated with the project, absent extenuating circumstances.
- (F) As a project progresses and it requires fewer employees, employees may be released to return to their normal schedule in the reverse order in which they were selected.

- (G) Employees may be reassigned as necessary to meet any emergent needs of the plant. Upon completion of the emergent work, the employees will be returned to the project.
- (H) Nothing in this section shall be construed as to require management to assign any station project to CCCS employees.

Section 14 - Citrus Combined Cycle Station Maintenance

- (A) The Company will establish a dedicated Maintenance Shop, with positions in those shops to be filled full-time in the classifications of CTT or any other maintenance classification as provided in Exhibit A. CTT Trainee and CTT positions will be posted by classification rather than by step. Journeyman skill will be specified in the posting.
- (B) The establishment and staffing of the Maintenance Shop does not remove regular maintenance job duties from the employees not assigned to the shop. While CCOs are primarily assigned to Operations and CTTs are primarily assigned to Maintenance, CCO's and CTT's may be expected to perform any maintenance or operations duties for which they are qualified.
- (C) CTTs are required to acquire and maintain their Operations progression level qualifications. Employees training in Operations will be evaluated by the guidelines set out in the CTT training program using the Citrus CCO Core Task List.
- (D) Maintenance employees will have their own vacation schedule separate and apart from the Operations employees.
- (E) When additional resources are needed in Maintenance, Management may supplement with SMC, single skilled bargaining unit employees (including temporaries), or Operations employees with the necessary skills. Operations employees will be offered the assignment by seniority and the skills needed. The terms of this paragraph are not intended to restrict management's rights to contract any work in accordance with Article II.

ARTICLE VIII

Release of Employees for Union Business

Section 1 - Business Manager

Should an employee become Business Manager or Assistant Business Manager for the System Council on a full-time basis or accept a position with the International Brotherhood of Electrical Workers, he shall be granted a leave of absence without pay from

the Company, upon due and timely notice. He will retain his rights to retirement benefits and savings plan. He may continue his benefits under the Employees Life Insurance Plan by paying the full premium on his policy. He will retain his rights to the Medical Plan by paying the full premium. During such leave of absence he shall not lose any seniority and, upon application for reinstatement, if filed within thirty (30) after the expiration of his leave of absence, he shall be reinstated to his former position, or to the one as nearly comparable as possible if his former position has been abolished. It is understood and agreed, however, that such an employee must possess the mental and physical ability to do the work to which he is assigned. It is also understood and agreed, that upon his reinstatement, the employee being displaced by him shall be considered to have rolling rights according to Article III.

Section 2 - Release from Duties for Union Business

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

Section 3 - Union/Company Meetings

- (A) Employees who are members of the Union's committees will be allowed time off to attend meetings with Company officials. They shall give their respective supervisors three (3) days' notice of their desire to attend such meetings. The number of members of the Union to attend such meetings on Company time shall be limited to the number reasonably necessary to attend to the business at hand but in no event more than five (5). The Company shall pay such employees at their regular hourly rates for reasonable time lost from their regularly scheduled work while actually attending such meetings. In no event shall this time allowance be more than eight (8), ten (10), or twelve (12) hours in any one day depending on the employees schedule, or more than forty (40) hours in any one workweek.
 - (1) Members of the Union's negotiating committee shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) during contract negotiations. The provisions of this paragraph shall not apply during arbitration proceedings.
 - (2) Employees who are a member of the IBEW SCU-8 System Committee shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) for the third step preparation time and to attend the second step grievance meetings.
- (B) Employees who are members of the Union's System Committee who miss overtime hours made available while on Union business with the Company will, at the employees option, have their hours of overtime adjusted on the callout list.

ARTICLE IX

Grievances and Arbitration

Section 1 - Grievance Defined

A grievance is hereby defined as violation of the terms of this Agreement or a violation of the law governing the employee-employer relationship, or any type of supervisory conduct which unlawfully or unjustly denies to any employee his job or any benefit arising out of his job. Such grievance shall be filed as promptly as possible, but no later than thirty (30) days after the source or cause of the grievance first becomes known to the employee.

Section 2 - Grievance Procedure

- (A) If any disagreement or dispute arises between the parties hereto, as to the meaning or interpretation of the terms of this Agreement, or as to the rights of either party hereunder, the matter shall be handled in the simplest and most direct manner; and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:
- (1) The employee concerned and/or his Union representative must discuss the issue with the immediate supervisor prior to the issue being presented as a grievance. If the parties are unable to resolve the issue through this discussion, the employee and/or his Union Representatives must submit the grievance as a first step grievance to the supervisor and to the Labor Relations department, in writing via electronic mail, within thirty (30) days of the incident giving rise to the grievance. Grievances regarding the discharge of an employee shall be submitted to Labor Relations Florida as a first step grievance via electronic mail, no later than thirty (30) days after the date of discharge.
 - (2) A meeting will be held within thirty-one (31) days of the receipt of the written grievance by the Company between the Grievance Committee of the Local Union and Company representatives to include at least one (1) member of management from a level above the first-line supervisor. If the grievant is absent from a first step grievance meeting without forty-eight (48) hours or more prior notice to Labor Relations from either the grievant or the Union, the meeting shall be held as scheduled or the grievance shall be discontinued by the Union. In the event a grievant is unable to attend as a result of illness, emergency or unforeseen work related causes, the grievance shall either be heard or rescheduled at the request of the Union. If forty-eight (48) hours-notice is given, then the grievance shall be rescheduled. If a member of management from a level above first-line supervisor is absent for reasons other than illness, emergency or unforeseen work related causes, the grievance shall be sustained; otherwise it will be rescheduled. Within twenty-one (21) days after the meeting is held, the Company shall respond to the grievance in writing via electronic mail to the Local Union President and the Business

Manager, System Council U-8. If the Union desires to pursue the grievance then the Union shall within twenty (20) days after the electronic date stamp on the response, notify the Company via e-mail to the Labor Relations department that the grievance is to be taken to the second step; then

- (3) A meeting will be held between the System Council Committee (which shall consist of no more than five (5) members) and representatives of the Company within forty (40) days after notice from the Grievance Committee is received. The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within twenty-one (21) days after the meeting is held, the Company shall e-mail its decision to the System Council Business Manager.
 - (4) Should any matter that has been referred to the representatives of the parties as provided in the second step above not be satisfactorily adjusted, either party may demand arbitration of the matter by giving written notice to the other within one hundred and twenty (120) days of the e-mail date of the Company's second step answer.
 - (5) The Business Manager of System Council U8 may file a policy grievance on behalf of the Bargaining Unit as a whole. In such a case, the grievance must be filed no later than thirty (30) days after the source or cause of the grievance first becomes known to the System Council Business Manager. Upon receipt of the grievance by Labor Relations, Labor Relations will proceed to set the grievance to be held within forty (40) days in accordance with the provisions of paragraph (A)(3).
- (B) In the event one of the parties refuses or fails to comply with the time limits of the above grievance procedure, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party initiating the pending step shall forfeit its case.

Section 3 - Selection of the Board of Arbitration

- (A) After written notice is given by either party requesting arbitration as provided in Section 2 above, the matter shall be referred to a temporary Board of Arbitration. Such Board shall consist of one (1) member designated by the Company and one (1) member designated by the Union, and a third (3rd) member to be selected by the Company and the Union. The Company will promptly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. From such panel the third (3rd) member of the Board of Arbitration shall be selected by the Company and the Union, eliminating six (6) of the persons by alternate strikes. Should the initial FMCS panel be deemed unsatisfactory by either the Union or the Company, the Company will request another FMCS panel of arbitrators who are members of the National Academy

of Arbitrators. Should that second panel also be deemed unsatisfactory by either party, the Company will request a third panel of arbitrators who are members of the National Academy of Arbitrators. In such case, an arbitrator from the third panel will be agreed to by the parties. The parties will bear equally the costs of obtaining the FMCS arbitrator panels. The decision of the arbitrator shall be final and binding upon the parties.

- (B) In the event one of the parties refuses or fails to comply with the provisions of the above paragraph, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party requesting the arbitration shall forfeit its case.
- (C) Each party shall pay the expenses of its own representative on the Board, together with any expense incurred in presenting its own case. The expense of the third (3rd) member of the Board together with necessary incidental expenses shall be borne, share and share alike, by both parties hereto.
- (D) The Board of Arbitration shall be governed wholly by the terms of this Agreement and shall have no power to add to, subtract from or change its terms. Such Board of Arbitration shall not be authorized to pass on matters which have not been properly brought to arbitration by having gone through the grievance procedure set up in this Agreement.

Section 4 - Grievance Discussions

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

Section 5 - Company's Right to Grievance and Arbitration Procedure

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

ARTICLE X

Wage and Wage Administration

Section 1 - Wage Rates

The wages to be paid shall be at the rates stated in the schedule attached hereto, marked Exhibit "A," and made a part hereof. The effective date of the wage schedules shall be March 13, 2017, March 12, 2018 and March 11, 2019, as indicated in Exhibit "A." Such wages shall be paid biweekly not later than Friday.

Section 2 - Probationary Employees Pay Rates

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

Section 3 - Company Rewards

Nothing in this agreement shall be interpreted to prevent the management from rewarding Citrus Combined Cycle Station bargaining unit employees as a group for achievement of goals or superior performance. Also, nothing in this agreement shall be interpreted to prevent management from rewarding Citrus Combined Cycle Station bargaining unit employees individually through the creation of CCCS specific rewards programs (subject, however, to approval by a 50% plus one (1) majority of bargaining unit employees) or from preventing the Company from rewarding individual employees in accordance with Company-wide programs such as the James B. Duke Award and Exceptional Contribution Award. In addition, Citrus Combined Cycle Station bargaining unit employees will participate in the Company-provided Cash Incentive Plan (CIP) under the Duke Energy Short-Term Performance Program (STPP) at a target opportunity of 5% of eligible earnings. Only employees hired before or during the performance year and who remain employed through December 31 of the performance year or have an eligible termination (death, disability or retirement within the meaning of the STPP) during the performance year will be eligible for an award from the CIP. Eligible earnings upon which the CIP will include base pay and overtime pay (including double time and premium pay). The CIP is intended to reward performance towards the achievement of corporate and team measures that are developed annually in the sole discretion of the Company. Awards earned under the CIP generally will be paid in March following the performance year based on actual achievement, as determined by the Company in its sole discretion, of pre-established corporate and team goals. Corporate and team payout levels will be established at the same minimum, target, and maximum levels that apply to other participants in the CIP and will be determined by the Company in its sole discretion. Other than as set out above, the terms and interpretation of the CIP, including the setting and selection of goals, the number of goals, and the extent of the attainment of those goals, shall rest exclusively with the Company.

Section 4 - Shift Differential

Shift differential will be applicable to employees working eight (8) hour or ten (10) hour schedules. In the application of this paragraph, employees shall receive a shift differential of ninety (90) cents per hour for all regular or overtime hours worked between 6:00 pm and 6:00 am. Shift differential shall not be paid for any time not worked. Shift differential shall not apply to the Operations twelve (12) hour rotating shifts.

ARTICLE XI

Joint Processes

Section 1 - Employee Participation Process

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

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

- (A) When a process review team involves Bargaining Unit employees, the System Committee will provide the names of Bargaining Unit employees to the Company for participation in the process.
- (B) Teams will not deal with grievances, labor disputes, wages, benefits, rates of pay or otherwise interfere with the terms of the Memorandum of Agreement. All recommendations involving subjects of collective bargaining will be referred to the System Committee for their review and consideration.
- (C) The Union shall retain its existing contractual right to grieve joint process actions regarding contractual issues that may inadvertently be addressed by the Employee Participation Process (EPP) team. The EPP will not conflict with any terms or conditions of this collective bargaining Agreement and will not reduce any rights or privileges of the employee or employer.
- (D) If the Company and the Union committees both agree that a team recommendation(s) is a subject of collective bargaining, then the two committees agree to negotiate such recommendations without undue delay even if such occurs during the term of the contract or after regular negotiations have commenced. Management agrees that if an impasse is reached in such negotiations, it will not unilaterally implement the recommendations(s) which is the subject of the impasse during the term of this Agreement.
- (E) Amendments resulting from the application of this section will be placed in effect upon ratification by employees at the Citrus Combined Cycle Station only, who are members of the Union in good standing, in accordance with the constitution and by-laws of the Union.
- (F) The Union and Company will review this Agreement. Either party may withdraw from participation at any time by notifying the other party in writing and shall take effect thirty (30) days from receipt of such notice.

ARTICLE XII

Term, Extensions, Modifications

Section 1 - Duration

This is the initial agreement between the Company and the Union. Such agreement shall become effective on March 14, 2016 and when signed by the Company officials with authority to do so and the Union and approved by the International President of the Union. The agreement shall remain in full force and effect through March 8, 2020, and from year to year thereafter, subject to changes and termination in the way provided herein. General Wage Increases, effective in 2017, 2018 and 2019, shall be the same as the General Wage Increases for the same years as negotiated between the parties for the Main MOA.

Section 2 -Termination

Either party desiring to change or terminate this agreement must notify the other in writing at least sixty (60) but not more than one hundred twenty (120) days prior to the expiration date of any contract period. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions contained herein shall remain in full force and effect.

Section 3 - Legality

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

Section 4 - Amendments

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

Section 5 - Policies

Any Duke Energy Employment-related policies not specifically discussed in this Agreement shall apply to employees covered by this Agreement on the same basis as the policies that apply to the SCU-8 bargaining unit employees currently covered under the 2013-2016 Memorandum of Agreement between the Company and the Union ("Main MOA Employees"), and if any such policies are amended, modified or terminated in any way for the Main MOA Employees during the term of this Agreement, such change(s) shall also apply to the employees covered under this Agreement at the same time and in the same manner.

Section 6 - Benefits

The employees covered under this Agreement will participate in the same health and welfare, retirement and other benefit plans and programs as Main MOA Employees on the same basis as applicable to the Main MOA Employees, including, but not limited to, the same eligibility requirements, benefit levels, benefit options, premiums, conditions, limitations and exclusions. If these plans or programs are amended, modified or terminated in any way for the Main MOA Employees during the terms of this Agreement, such change(s) shall also apply to the employees covered under this Agreement at the same time and in the same manner.

Section 7 - Use of the Term “Days” in Agreement

The term “days” as used in this Agreement means calendar days unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this document as of March ??, 2016.

Robert Alexander Glenn
State President-FL
Duke Energy

**DUKE ENERGY
U-8, IBEW**

and

SYSTEM COUNCIL

Richard V.M. Krotseng
Director, Labor Relations-FL
System Council, U-8

Scott Demetree
Business Manager,

David Burney
Marty Drango
Rob Odom
Steve Sublett
Stan Sherrill

David Herlocker
Phil Howard
Mark McGuffee
Mike O'Quinn
Dennis Ryan

EXHIBIT "A"
JOB CLASSIFICATIONS AND
2016 HOURLY RATES OF PAY
CITRUS COMBINED CYCLE STATION

Job Classification	Job Code	Hourly Rate of Pay		
OPERATIONS				
Combined Cycle Operator Trainee	TBD			\$39.95
Combined Cycle Operator	TBD			\$40.69
Lab Technician**		\$33.10	\$35.11	\$37.11
MAINTENANCE				
Combustion Turbine Tech – T*				\$35.54
Primary Skill:				
• Electrician				
• I&C Tech				
• Mechanic				
• Operator				
Combustion Turbine Tech – I*				\$38.46
(Journeyman skill				
and 1 progression skill)				
Primary Skill:				
• Electrician				
• I&C Tech				
• Mechanic				
• Operator				

EXHIBIT "A"
JOB CLASSIFICATIONS AND
2016 HOURLY RATES OF PAY
CITRUS COMBINED CYCLE STATION

Job Classification	Job Code				Hourly Rate of Pay		
Combustion Turbine Tech – II* (Journeyman skill and 2 progression skills) Primary Skill: <ul style="list-style-type: none"> • Electrician • I&C Tech • Mechanic • Operator 							\$40.42
Combustion Turbine Tech – III* (Journeyman skill and 3 progression skills) Primary Skill: <ul style="list-style-type: none"> • Electrician • I&C Tech • Mechanic • Operator 							\$41.44
Control Technician**					\$33.10	\$35.11	\$37.11
Electrician Apprentice**		\$21.00	\$22.22	\$23.45	\$24.69	\$25.89	\$27.14
Electrician**							\$28.37
							\$29.60
							\$33.10
							\$35.11
							\$37.11

EXHIBIT "A"
JOB CLASSIFICATIONS AND
2016 HOURLY RATES OF PAY
CITRUS COMBINED CYCLE STATION

Job Classification	Job Code	Hourly Rate of Pay							
Mechanic Apprentice**		\$21.00	\$22.22	\$23.45	\$24.69	\$25.89	\$27.14	\$28.37	\$29.60
Mechanic**							\$33.10	\$35.11	\$37.11
Certified Welder Mechanic									\$37.58
Turbine Mechanic**							\$33.10	\$35.11	\$37.11
Laborer A**							\$18.61	\$19.53	\$20.41
Laborer B									\$15.15

Future wage rates shall be subject to the General Wage Increase negotiated between the parties under the terms of the Main Memorandum of Agreement

*All employees must meet minimum qualifications as defined in Exhibit B. Employees in Maintenance positions are required to obtain a progression level in operations, less the control board qualification.

** Increase in wage rates within the rate ranges shall be made at intervals of six months provided performance is satisfactory.

Exhibit B

POWER GENERATION OPERATION FLORIDA CTT/CCO DEVELOPMENT PROGRAM FOR CITRUS COMBINED CYCLE STATION

I. STANDARDS

- A. Prerequisites/Preprogram Screening.
1. Employment criteria already established by Human Resources (HR) for hiring:
 - a) CTT/CCO 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 for CTT positions must possess a journeyman skill in either mechanical, electrical or control technician. All applicants for CCO and CCO Trainee positions must already be a qualified Journeyman Operator. Applicants without a journeyman skill, but who have military experience/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/CCO Development Program Administrator will review the candidate's 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 selected as a result of the initial staffing Memorandum of Understanding are exempt from the rolling process until a period of three years after commercial operation of the second power block or October 31, 2021, whichever date is sooner. CTT/CCO Development employees that are rolled from their classification, at their option, will be placed into the next

available CTT/CCO Development position, in the discipline at Citrus Combined Cycle Station from which they were rolled. If there is more than one CTT/CCO Development employee rolled out of his/her position, vacancies in the CTT/CCO Development Program in the discipline of the rolled CTT/CCO will be filled in the order of the seniority of the CTTs/CCOs who were rolled.

2. All participants will be assessed by the CTT/CCO Development Program Review Committee.
3. CTT/CCO Development positions will be posted and filled per the process described below.

4. Selection process:

CTT/CCO Development positions will be posted internally and externally simultaneously with primary skill noted and filled by using the selection process. Duke Energy Florida Bargaining Unit employees applying for CTT/CCO Development positions, must do so using the external application process via the Company web site.

- a) All applicants for the CTT/CCO Development positions will be interviewed by a committee consisting of three (3) Company representatives and two (2) bargaining unit employees (the "CTT/CCO Development Program Selection Committee" ("CTT/CCO DPSC")). The Union representatives will be appointed by the Union Business Manager. One union representative must be a CTT Operator or CCO.

- b) CTT/CCO Development Program applicants must pass both the MASS test at the I&C level and the POSS test, prior to or immediately after the interview, at the discretion of the CTT/CCO DPSC.

- c) The CTT/CCO DPSC will select the applicant for the vacant CTT/CCO Development position, using the attached CTT/CCO Development Program Selection process.

B. Program Requirements

1. All employees entering the CTT Development Program are required to ~~become Journeyman~~ in obtain and maintain a progression skill in Operations and a progression skill in one of the other maintenance disciplines.
2. Employees entering the CCO Development Program (CCOT's) are required to be qualified Journeymen in Operations. They will be required to obtain and maintain their Maintenance Progression qualification as defined by the CCO Maintenance Progression task list to become a fully qualified CCO.
3. CTT's shall not be required to progress beyond CTT II. However, for progression opportunities to CTTIII, as determined by management, seniority shall be respected if employees decide to do so.
4. Management will determine the sequence in which progression skills and tasks 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:
 - 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 a CTT/CCOT fails and/or misses 2 tests within one year, he/she must go in front of the CTT/CCO DPRC.
 - A missed test is not a failure.
 - A missed test must be rescheduled by the employee within 15 working days.
- b) Evaluations are developed by the Program Administrator critiqued by the Training Department and given to the CTT/CCOT, Supervisor, and to the CTT/CCO 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/CCOTs on progress in program, i.e. every 6 months. Special meetings can be convened at the request of mentors, supervisors, CTT/CCOT, 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/CCOTs 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/CCOT 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/CCO Development Program Review Committee will address CTTs/CCOTs who are not progressing satisfactorily. Employees who have failed out of the CTT/CCO 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/CCO 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 from outside the classifications represented by the IBEW System Council U-8.

A current employee is defined as an employee selected and who has current departmental seniority in a classification represented by IBEW System Council U-8.

II. PROGRAM DESIGN AND TIME FRAME

A. Overall Program Design

1. The program is designed to produce highly skilled CTTs/CCOs.
2. The program assures CTTs /CCOs 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) CCO (1JO + Maintenance Progression (I/C, Elect, & Mech) - 1.5 years (approximate)
- d) CTT2 (1J + 2P) - 1.5 years (approximate)
- e) CTT3 (Maintenance Employees only) & ~~CCO3~~ (1J + 3P) - 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 144 hours first year.

4. Employees will be expected to perform work they are qualified to do as they progress through the CTT/CCO 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 System Switching and Tagging test and the Station Lock-out Tag-out Test.

d) Required training on the contents and the use of the Company Health and Safety Handbook.

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 CTT/CCO 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/CCO with a Journeyman skill of Operator)
- 2 Management
- Program Administrator

2. Committee to be convened:

- a) For selection of CTTs/CCOs/CCOTs 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

Company/Employee Commitment.

B. Opportunity to Train.

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

C. Program Staffing

1. CTT/CCO 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/CCO Development Program SELECTION PROCESS

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.

Total Value	Criteria	Descriptions	Values by Criteria	Employee "A"	Employee "B"	Employee "C"	Employee "D"
20	Test Results of three of four skills <i>See Note 1</i>	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 <i>See Note 2</i>	Technical Interview	Max value 20				
20	Interviews <i>See Note 2</i>	Non-Technical Interview	Max value 20				
Calculated	Seniority <i>See Note 3</i>	Employee Seniority	1 points for each year of service				

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 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/CCO Development Program Selection Process will be awarded the posted position.

This MOU is agreed to between Duke Energy Florida, Inc. (“Company”) and the IBEW System Council U-8 (“Union”) regarding the initial staffing of the Citrus Combined Cycle Station (“CCCS” or “Plant”).

- 1) By February 29, 2016, the Company will post 24 Combined Cycle Operator Trainee (CCOT) positions and 6 Combustion Turbine Tech (CTT) positions both internally and externally. Management will determine the Journeyman skills required for each of the CTT positions. Internal postings are covered by the provisions of this MOU. Once posted, employees will have two calendar weeks to apply for the positions. Applications shall be submitted through the Company’s external web site. After this initial posting, any positions still unfilled will be filled in accordance with the CCCS Memorandum of Agreement.
- 2) To be considered for these initial staffing positions, applicants must meet the following:
 - a) Pass or have passed the POSS test; and
 - b) Pass or have passed the MASS test at the I&C level; and
 - c) Have no “time off” discipline active in their file.
 - d) CCOT applicants must be qualified as a Journeyman Operator. Scrubber Operators applying for CCOT positions will be assessed for a Journeyman Plant Operator skill.
 - e) CTT applicants must possess at least the minimum qualifications of a CTT2 (one journeyman skill and two progression skills).
- 3) Positions will be awarded in the following order:
 - a. Qualified internal applicants from the Main MOA in Production Department seniority order;
 - b. Qualified applicants from the Hines plant in Hines Plant seniority order; (Hines employees will be given Production Department Seniority based upon their date of selection)
 - c. Applicants external to the IBEW SCU-8. External candidates will only be considered if there are more positions than qualified applicants from a and b above. In this case, external candidates will

be subject to the assessment and selection process agreed upon in Exhibit B of the CCCS Memorandum of Agreement.

- 4) All successful CCOT applicants will be assessed to determine level of competency for maintenance progression skills.
- 5) Employees selected into CCOT positions shall be required to advance to Combined Cycle Operator (CCO).
- 6) Selected employees holding the title of CTT2 or CTT3 shall be placed at that same level into the Citrus Maintenance Department. If they do not already possess an Operations Progression skill, these employees will be required to obtain and maintain a CCCS Operator Progression Skill within 18 months.
- 7) Employees currently holding the title of CTT4 who are selected into CTT positions shall be placed into the Citrus Maintenance Department as a CTT3. However, such employees shall be grandfathered into their current wage rate for the duration of their employment in the Maintenance department at CCCS. Wages for these employees will continue to be subject to any General Wage Increase negotiated for CCCS.
- 8) The Company will determine the employees' start dates at CCCS and may do so in intervals. Until such time, the employees may be required to remain in their current position. If Plant Operators attain CCO qualifications before their start date at CCCS, they shall be paid at CCO rate of pay. Scrubber Operators who successfully assess at Journeyman Plant Operator level and are subsequently selected as a CCOT will be paid at CCOT rate of pay at time of selection. If Scrubber Operators attain CCO qualifications before their start date at CCCS, they shall be paid at the CCO rate of pay.
- 9) As of their start date, employees will come under and be bound by the terms and conditions of the Citrus Combined Cycle Station/IBEW Memorandum of Agreement including the requirements of Exhibit B.
- 10) Employees will have no bidding rights outside of CCCS from the time of selection until 3 years after commercial operation of the second power block or October 31, 2021, whichever is sooner.

- 11) The Company will provide the training necessary to advance to the CCO position and will clearly identify the boundaries and scope of the skill set required.
- 12) Employees selected into the CTT2 positions are not required to advance to CTT3.
- 13) Once trained to the CCO level, the employee is then considered qualified and no other advancement is required.
- 14) Selected employees, both internal and external, may be required to attend training at a location selected by management.
- 15) Management will initially staff the CCCS storeroom by posting a storekeeper and an assistant storekeeper, per the requirements of the Main MOA. These positions will be headquartered at CCCS but will be governed by the Main Memorandum of Agreement and the South Region Stores Organization MOU and will remain within the Stores Seniority Group.

Company

Date

Union

Date

Memorandum of Understanding

Citrus Combined Cycle Operator Training

This Memorandum of Understanding (MOU) is agreed to by and between Duke Energy Florida, (Company) and System Council U8, (Union). The purpose of this MOU is to provide a mechanism under the main Memorandum of Agreement (MOA) to train those employees who were awarded positions through the Initial Staffing MOU for CCCS.

- 1) All employees selected for CCOT positions through the initial staffing MOU, will attain the maintenance progression through a combination of classroom training, working in the maintenance shops at their respective headquarters, and simulator training and job shadowing at the Bartow or other combined cycle facility. Training will commence prior to the employees' official start date and will continue until such time each employee has completed his or her training plan.**
- 2) Selected employees will be put into one of four groups. Group A and Group B are expected to begin training on April 25 and May 9, 2016, respectively. It is estimated that Group C will begin on August 1 and Group D on August 15, 2016.**
- 3) Based on each individual employee's training plan, Shift workers may be removed from rotating shifts and placed on the day shift to attend training classes and also to receive On the Job Training (OJT) as follows:.**
 - (a) Employees will be scheduled either eight (8) hour days, Monday through Friday or ten (10) hour days, Monday through Thursday or Tuesday through Friday, depending on the schedule at their respective plant. Hours are exclusive of a ½ hour unpaid meal period. Shift Differential will be paid in accordance with Article X of the MOA.**
 - (b) Operators will not work overtime available to the maintenance shop to which they are assigned.**
 - (c) Employees scheduled for training will be moved to the bottom of their respective overtime lists and will only be called to work overtime on the weekend or any other overtime that does not conflict with their training schedule. Operators who have been rescheduled to the day shift will only be called after all other**

Memorandum of Understanding

Citrus Combined Cycle Operator Training

available operators remaining on shift have been offered the overtime.

(d) Employees rescheduled to day shift may be re-assigned to fill shifts in operations as necessary to support staffing levels and to accommodate vacation schedules as follows:

- i. The vacant shift must be for a full week. Rescheduling employees back to 12-hour shifts will not be used for daily emergent overtime.**
- ii. If Operators are rescheduled to a shift that is less than 40 hours, they can choose to work the number of hours they were shorted. Otherwise, they can choose not to work the hours and not be paid.**
- iii. All available employees assigned to Operations (other than those covered by this MOU) at the particular headquarters must be offered the overtime shift first.**
- iv. Employees will not be rescheduled to a 12-hour schedule during any week assigned as the employee's training class. Only employees on their OJT weeks will be rescheduled.**
- v. Once an employee has been rescheduled back to a 12-hour shift, that employee will not be rescheduled again until all other qualified personnel within the employee's training group (A, B, C or D described above) have been rescheduled.**
- vi. Anyone rescheduled to fill a shift in operations will be returned to day shift to continue training as soon as reasonably possible.**

(e) If Operators are required to return to shift for periods longer than a normal reschedule period, Operators will bring all overtime hours accumulated during their training period back to the Operation's overtime list.

Memorandum of Understanding

Citrus Combined Cycle Operator Training

- 4) Training for CTTs will commence in 2017. These employees only need to obtain their Ops progression at CCCS and will not need to be rescheduled until after their start date.
- 5) Training for both CCOTs and CTTs may also involve simulator training and job shadowing CTTs and GPS's at Bartow and Hines. During such assignments, employees will be scheduled to work the schedule that best fits the assignment.
- 6) All the conditions in Exhibit B of the Citrus CCS MOA shall apply to these employees during their training.
- 7) Employees will continue to be covered by the Main MOA and the Initial Staffing MOU until their official start date. The start date is expected to be January 2, 2017. Selected employees will remain in their current classification and wage rate until their start date. The exception will be any employee for whom the CCOT wage rate is an increase in pay. Those employees will be moved to the higher rate as of the same date the first person receiving an increase, starts his training.
- 8) Regardless of the schedule, employees may, at management's discretion, be assigned work in Operations as needed to support plant activities. Such assignments shall not interfere with any employee's progress through training.

 4/25/16

For the Company

Date

 4/29/16

For the Union

Date

Memorandum of Understanding
CCCS Supplemental Staffing at CR Units 1, 2, 4, 5 and Clean Air
Revised July, 2017

This Memorandum of Understanding (“MOU”) is agreed to between Duke Energy Florida, Inc. (“Company”) and the IBEW System Council U-8 (“Union”). The purpose of this MOU is to enhance the manpower available to staff vacant positions on the schedule (unfilled shifts) at the Crystal River (“CR”) Unit #1&2, Unit #4&5 and Clean Air stations using qualified operators from the Citrus Combined Cycle Station (“CCCS”), and to outline the release of the four remaining Plant Operators to CCCS.

1. All Plant Operator (which shall also include Scrubber Operator) vacancies at CR Unit #1&2, Unit #4&5 and Clean Air will be filled through the use of overtime utilizing the following methods in alphabetical order:
 - a. vacant shifts will be offered to qualified resident headquartered Plant Operators,
 - b. if none are available, or all Plant Operators have refused the overtime, then the shift(s) will be offered to qualified employees from the CCCS,
 - c. if no employees from CCCS are available or willing to fill the shift, vacant shifts will be assigned to qualified resident headquartered Plant Operators through the use of involuntary overtime.
2. Stations shall offer double time vacancies to qualified resident headquartered Plant Operators prior to offering shifts to CCCS qualified operators.
3. In the application of 1(b) above, the qualified CCCS employees shall be available as long as the CR scheduling/callout does not conflict with the classroom training schedule. Job shadowing is considered to be the equivalent of classroom training. Beginning 9/1/17 use of CCCS qualified employees, in accordance with item 1 above, to fill vacant positions at CRS/CRN/Clean Air will be made based on mutual agreement between Management of the reporting headquarters.
4. All hours worked by employees currently released to CCCS at Fossil Plant

Memorandum of Understanding
CCCS Supplemental Staffing at CR Units 1, 2, 4, 5 and Clean Air
Revised July, 2017

under this MOU shall be paid as Overtime.

5. In the application of 1(b) above, when any CCCS employee is utilized to fill a night shift vacancy, then he will be paid both overtime and rest time if his schedule is impacted.
6. Separate overtime lists will be maintained specifically for work opportunities of the currently released CCCS employees to work at CR Unit #1&2 plants, CR Unit #4&5 plants, or Clean Air to provide equal distribution of Overtime.
7. CRS Plant Operators (Loury & Snodgrass) will be released to CCCS no later than 10/9/17.
8. CRN Plant Operators (Strawn & Lemieux) will be released to CCCS no later than 1/1/18.
9. Shift differential will be paid in accordance with the terms of Article X, Section 3 of the Main Memorandum of Agreement for CCCS employees performing work pursuant to this MOU.
10. All currently approved vacations related to employees covered by this agreement will be honored for both CCCS employees and CR Plant Operators.
11. This MOU shall expire as of 21:00, December 31, 2017.

For the Company

Richard V. M. Krosberg

7/19/17
Date

For the Union

John H. Ditt

7/24/17
Date