

MEMORANDUM
OF AGREEMENT
2020-2022

between

International Brotherhood
of Electrical Workers



and

Florida Power & Light Company



**MASTER AGREEMENT
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MEMORANDUM OF AGREEMENT

AGREEMENT, made and entered into this 4th day of June 2020, between the Florida Power & Light Company, its successors or assigns, (Hereinafter called the “Company”) and The International Brotherhood of Electrical Workers AFL-CIO through its System Council U-4 comprising,

LOCAL UNIONS

No. 359 Miami
No. 622 Lake City
No. 627 Fort Pierce
No. 641 Punta Gorda
No. 759 Fort Lauderdale
No. 820 Sarasota and Bradenton
No. 1042 Sanford
No. 1066 Daytona Beach
No. 1191 West Palm Beach
No. 1263 Palatka and St. Augustine
No. 1908 Cocoa

(hereinafter called the “Union”), as the exclusive bargaining representative for employees of the Company in the payroll classifications listed in Exhibit “A” attached hereto, now or hereinafter employed by the Company during the term of this Agreement which is set to expire on January 31st, 2022.

WITNESSETH:

That the parties hereto agree as follows:

ARTICLE I GENERAL CONDITIONS

1. RECOGNITION AND REPRESENTATION

The Company recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees of the Company working in the classifications listed in Exhibit "A" attached hereto, except as otherwise provided in Paragraph 3 hereinafter. The Company agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

2. PROBATIONARY PERIOD

New employees working in any of the classifications in Exhibit "A" shall be considered employed on a probationary basis for a period of the first six (6) months of continuous employment. During such period such employees shall receive at least the minimum of the rate range of the classification in which they are employed. During the probationary period such employees must show an aptitude for the work in which they are engaged, the ability to work safely and the ability and desire to advance to the skilled classifications. During this probationary period, the Company may, at its option, transfer, layoff or dismiss such employees. If retained after such period, such employees shall thereafter be considered regular employees and be entitled to all rights and privileges hereunder as such. A probationary employee is neither required to nor prohibited from joining the Union.

No employee shall accumulate seniority during the period of the employee's probationary employment as defined in this Agreement. After an employee has completed the employee's probationary employment period, the employee's seniority shall be dated from the first day actually worked of the employee's continuous employment, except where service is interrupted by reasons of layoff, resignation (except as provided in Paragraph 51), or discharge.

3. STUDENT ENGINEERS EMPLOYEES WITH SPECIAL EXPERIENCE

A reasonable number of Co-op Students, and a number of Student Engineers not in excess of 1% of the Bargaining Unit at any one time, may be assigned to work with a Bargaining Unit employee at different occupations within the Bargaining Unit as part of a training period. While so employed, such employees shall neither be affected by the terms of this Agreement nor shall their employment affect the status of other employees covered by this Agreement. Any individual Co-op Student will not be assigned to any job or classification covered by this Agreement for a period in excess of six (6) months at a time. A Student Engineer will not be assigned to any job or classification covered by this Agreement for a period in excess of three (3) months. A Co-op Student is an employee who spends part of the year attending a college or university and the remainder of the year working for the Company under the provisions of a Co-op Training Program. A Student Engineer is a college graduate or other specially trained full-time employee who is assigned to various duties as outlined above in the course of an orientation-training program.

High School Students:

A High School Student remains as a full-time student who is employed on a limited basis, for learning and development purposes by the Company as follows:

1. A student shall not be assigned to any job or classification covered by this Agreement beyond any consecutive three (3) month period in a calendar year.
2. Each student will only be allowed to participate for two (2) consecutive years.
3. Students will be assigned to work with various Bargaining Unit employees performing equally varied tasks.
4. A student will not replace or displace any regular crewmember.
5. The High School Students agreement is an effort to create a potential resource for developing future employees and shall not be used as an alternate workforce.
6. High school students shall not be entitled to the benefits and conditions of this Agreement inclusive to resolution of disputes through the grievance process.

The PSJAC shall review the learning program content to ensure that students who participate will be exposed to a broad range of career opportunities.

4. MANAGEMENT IN COMPANY

The right to hire, promote, suspend, layoff, demote, assign, reassign, discipline, discharge and reemploy employees and the management of the properties of the Company shall be vested exclusively in the Company, and the Company shall have the right to determine how many employees it will employ or retain in the operation and maintenance of its business, together with the right to exercise full control and discipline over its employees in the interest of proper service and conduct of its business, subject to any applicable terms of this Agreement.

Employees placed on disciplinary suspension in connection with the Arrest Policy, will, at the employee's request, be eligible to use earned vacation hours until such hours are exhausted. Reimbursement of such vacation hours will be subject to the grievance process in accordance with article IV of this Agreement.

4.1 COMPANY-FOREPERSON RELATIONSHIP

It is agreed that all promotions to and demotions from classifications in the wage bracket of Instrument and Control Specialist Digital and above, as shown in Exhibit "A", will not be subject to the arbitration step provided in the Agreement. It is further agreed that employees in such classifications have definite management responsibilities and are the direct representatives of the Company at their level of work. Employees in these classifications and any others in a supervisory capacity are not to be jacked up or disciplined through Union machinery for the acts they may have performed as Supervisors in the Company's interest. The Union and the Company do not expect or intend for Union members to interfere with the proper and legitimate performance of the Foreperson's management responsibilities appropriate to their classification. It is further agreed that the inclusion in the Bargaining Unit of the employees in the wage bracket of Instrument and Control Specialist Digital and above, and any others who may be in a bona fide supervisory capacity, shall not preclude the Company from having direct communication with such supervisory personnel to the same extent as if they were not included in the Bargaining Unit.

Persons required to perform in the aforementioned capacity shall be expected to coach those under their direction in proper safety procedures, effective work practices and elimination of deficiencies. Inherent in such responsibility is the necessity to critique performance, tardiness and absenteeism as well as prudent work practices and therefore the ability to undertake actions to promote improved performance in those or other areas.

If such discussions are not effective in obtaining the desired result, the Person in Charge will make known to supervision the actions taken. The Supervisor shall be responsible for resolving the concern.

5. CONTINUITY OF WORK

It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement, pertain to and are essential to the operations of a public utility, and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the employees covered by this Agreement will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them with the Company, in accord with the terms of this Agreement. The Union further agrees that it will take every reasonable means which are within its powers to induce employees who are members of the Union and subject to its discipline who may engage in a strike or work stoppage in violation of this Agreement to return to work promptly. The Company agrees, on its part, to do nothing to provoke interruption of, or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's properties. Any dispute over matters in violation of the terms of this Agreement must be handled in the manner provided by the Grievance and Arbitration Procedure as set forth in Article IV below.

To provide for no disruption in work when a third party dispute arises between an employer other than FPL (contractor for services), and a Union(s) other than System Council U-4, the Company shall ensure there are proper gates through which employees may enter or leave Company property without directly encountering any form of job action by an outside Union. Gates shall be clearly identified for FPL employees only.

6. EMPLOYEE ILLNESS – DEATH IN FAMILY

- a) An employee who is absent due to a bona fide illness, except illness due to employee's use of alcohol, will be paid for such time off based on the employee's sick leave opening balance on January 1st of each year. In addition a Short Term Disability (STD) benefit will be established which will work with sick leave and may be used by qualifying employees in addition to the opening balance when the STD criteria are met.

Effective 01/01/2006, the opening balance for all active employees will be up to a maximum of three hundred twenty (320) hours. Sick leave not used in a calendar year will be carried over to the next year up to a maximum of three hundred twenty (320) hours. Every January 1, the Company will deposit eighty (80) hours into the employee's sick leave balance, however the balance may not exceed the maximum amount of three hundred twenty (320) hours. For new hired employees, the opening balance in an employee's sick leave bank will be eighty (80) hours. This is the maximum amount of paid sick leave available in the year of hire.

In hardship cases where employees are within eighty (80) hours of depleting their sick leave bank and have a chronic approved FMLA condition, they may request to have the Employee Benefits Plan Administrative Committee (EBPAC) review their request for sick leave replenishment. If the request is approved by EBPAC, the approved FMLA hours will be re-deposited into their sick leave bank, not to exceed the maximum of three hundred twenty (320) hours. Sick leave replenishment is for non-occupational illnesses or injuries and is not intended to replace short or long-term disability benefits.

Effective January 1, 2018 up to fifty-six (56) hours of an employee's Sick Leave Bank can be used for sickness and family as defined below:

1. A physical or mental illness, injury or medical condition
2. Obtaining diagnosis, care or preventive care from a health care provider
3. Caring for his/her child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.
4. Leave related to domestic violence, sexual assault or stalking, so long as the leave is used to seek medical attention, obtain counseling, seek relocation assistance or take legal action including preparing for civil or criminal proceedings or assist an individual related to the employee as described in (3) engaged in any of these activities.

Up to a maximum of fifty-six (56) hours of sickness and family can be carried over to the following year. Three hundred twenty (320) hours is the maximum limit across employee sick time (sick, sickness and family) bank.

The Union shall, at its request, have the ability to terminate the Short Term Disability benefit on 1/31/2022 and revert to the sick leave provision included in the 2000 – 2004 Memorandum of Agreement.

If an employee is found by a physician to be capable of performing some work in a modified capacity during the period of recuperation, the seniority provision of this Agreement shall be disregarded and the employee shall be brought back to work if work is available. Under this paragraph, an employee may be assigned to work in a lower classification to do work which the employee is able to perform. The employee may be assigned to work in an equal classification to do work which the employee is able to perform under the terms of the Memorandum of Understanding on Sideways Relieving, dated February 21, 1957. The employee may be assigned to an extra job, at the employee's regular rate of pay, which may involve some work of a higher classification if the employee is not able or required to perform all of the work of such higher classification due to the lack of knowledge or physical limitations.

- b) See Ten (10) Hour Supplemental.

- c) It shall be the mutual obligation of the Supervisors and Union Job Stewards to cooperate with each other in order to prevent abuse of sick leave. Upon specific abuse the Company may require the employee to furnish to the Company a certificate from a competent physician before payment will be made for such illness. If the employee claims pay for illness without just cause, or accepts employment elsewhere during such illness, the employee shall be subject to disciplinary action.
- d) In case of death of an employee's natural, foster or step-parents, grandparents, grandchildren, brother, sister, wife, husband, natural, foster or step child, mother-in-law, or father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law, the employee shall be allowed four (4) days of leave within thirty (30) days of death unless mutually agreed to by the Supervisor and the employee without loss of regular pay.
- e) The Company will allow up to four (4) days of sick leave to be used when an employee adopts a child or an employee's spouse gives birth to a child. The sick leave hours utilized under this provision that are an approved FMLA event shall be re-deposited into the employees sick leave bank not to exceed the maximum three hundred twenty (320) hours.

Note (1) See Twelve (12) Hour Shift schedule in supplemental, Paragraph 35.

Note (2) See Ten (10) Hour Shift schedule in supplemental, Paragraph 35.

STD

Effective 01/01/2006 a short term disability (STD) plan will be in effect. The plan provides for benefits for non-work related illness or injury (including pregnancy). Benefits begin after an eighty (80) hour waiting period is met. Sick leave, vacation and/or floating holidays can be used during the waiting period. Effective for disabilities occurring on or after 01/01/2011, benefits end when an employee is no longer disabled but not longer than twenty-four (24) weeks (nine hundred sixty (960) hours), not including the waiting period.

Definition of disability: A non-work related illness (including pregnancy or pregnancy-related conditions) or injury that prevents an employee from performing the material and substantial duties of his or her job. It is assumed that:

- The disability occurs while the employee is covered by the plan.
- The employee is disabled from their occupation including his or her regular occupation.
- Appropriate care and treatment from a doctor is being received on a continual basis.
- Loss of earning is a direct result of the disability not from other economic factors.

Benefits are paid for each separate disability. The amount received is based on pre-disability earnings. Pre-disability earnings are biweekly wages in effect immediately before disability begins. (Base Pay X 80 hours)

The percentages of earnings are based on the length of service in the year the disability occurs as shown in the schedule below.

Beginning in the year employees:	Waiting Period	100% Pay	80% Pay	60% Pay	Total
Hired	2 weeks (80 Hours)	N/A	3 Weeks (120 Hours)	21 Weeks (840 Hours)	26 Weeks (1040 Hours)
One (1) Year	2 weeks (80 Hours)	3 Weeks (120 Hours)	3 Weeks (120 Hours)	18 Weeks (720 Hours)	26 Weeks (1040 Hours)
Fifteen (15) Years	2 weeks (80 Hours)	6 Weeks (240 Hours)	6 Weeks (240 Hours)	12 Weeks (480 Hours)	26 Weeks (1040 Hours)

If you become disabled again the following chart applies.

If the disability is:	And it occurs:	It will be considered:
Due to the same of related condition as the earlier disability	Within ninety (90) days of your full-duty return to work	Continuation of the first disability. The percentages will continue under the existing schedule.
Due to the same or related condition as the earlier disability	More than ninety (90) days from your full-duty return to work	A new disability. You will have to meet a new eighty (80) hour waiting period before STD benefits begin. Benefits will be determined as a new disability.
Not related to the earlier disability	Any time after you return to work	A new disability. You will have to meet a new eighty (80) hour waiting period before STD benefits begin. Benefits will be determined as a new disability.

LTD

Employees will be eligible for LTD coverage on the first of the month following one full month of employment with a choice of one of the following two Long Term Disability (LTD) options.

- 60% of pay (available at no cost).
- 60% of pay plus a cost of living adjustment (COLA). Employees will pay the full cost of the COLA premium. In 2015, the rate is .202 per \$100.00 of coverage.

6.1 LEAVE OF ABSENCE

Supervisors may grant:

- a) An employee, a leave of absence up to thirty (30) days without pay. Any leave beyond thirty (30) days must be mutually agreed to in writing between the Company and the Union. Such leave shall not constitute a break in seniority.

During an employee's leave period, most benefits continue for thirty (30) calendar days as though employee is an active employee. The employee is required to pay their normal payroll deduction for any optional coverage they have elected (e.g., dependent medical coverage, optional life insurance) including thrift loans. Benefits for approved leaves over thirty (30) days will continue in the same manner as those leaves up to thirty (30) days. For leaves beyond forty-five (45) days, thrift loan payment arrangements must be made. If loan payment arrangements are not made following forty-five (45) days, loans will be defaulted and treated as a deemed distribution by the Internal Revenue Service (IRS).

- b) Leave provisions for up to twelve (12) weeks that are provided under the Family Medical Leave Act (FMLA) are as follows:
- Birth, adoption or foster care of a child, applicable to both parents (within twelve (12) months of event date)
 - Your own serious health condition
 - Serious health condition requiring care for:
 - your spouse,
 - your parent,
 - your child,
 - a child for whom you have day-to-day responsibility to care for and financially support,
 - an individual who had day-to-day responsibility to care for and financially support you when you were a child.

Refer to employee benefit handbook for further details.

An employee using the provisions under FMLA would be required to report back to work no later than the next scheduled workday following the leave of absence. This leave may be taken in conjunction with earned vacation time, but vacation is not required to be used.

During the FMLA Leave:

- 1) Company contributions for medical/HMO and dental plan coverage will continue during the entire leave of absence. If the employee is enrolled in Base Plan of life insurance coverage, no employee premium is required as applicable.
- 2) Thrift Plan contributions automatically stop when an employee is absent without pay, and resume automatically upon employee's return from leave. Any applicable Thrift Plan loan payments, for leaves under forty-five (45) days, fall into arrears and are deducted from pay upon employee's return from leave. For leaves beyond forty-five (45) days, loan payment arrangements must be made. If loan payment arrangements are not made following forty-five (45) days, loans will be defaulted and treated as a deemed distribution by the Internal Revenue Service (IRS).
- 3) Company holidays that fall during the employee's FMLA leave are payable, and are applied to the consecutive calendar days of leave.

- 4) If the employee adds dependents to any benefits coverage while on leave, the employee must pay the increased premium amount, if applicable.
 - 5) FMLA is considered to be a leave from the position, and in most cases, the Company expects to return such employees to their original position (but does not guarantee the original position upon return). The employee must request a FMLA Leave of Absence in writing to the employee's immediate Supervisor prior to the effective date of the leave.
- c) Any regular full-time itinerant employee or special itinerant employee may be granted a leave of absence up to sixty (60) days without pay. This leave will not be applied to the conditions of 6.1 (a) or (b) and will be mutually agreed to in writing between the Company and the Union. The conditions of this leave shall not constitute a break in seniority.

6.2 MILITARY LEAVE POLICY

Employees who are required to attend training, as a member of an active military organization, will be compensated for up to two (2) weeks or eighty (80) hours of regular pay, for that leave.

If you enter any of the U.S. military services on an active, full-time basis, you will be granted a military leave with differential pay. You will be reemployed at the end of your required military service, provided your active duty is not more than five years, and certain other requirements are met.

7. EMPLOYEE INJURIES

- a) In the event of injury(ies) or occupational illness received by employees while performing the duties of their employment (except injury due to the employees being under the influence of drugs and/or alcohol), the Company shall pay such employees in any one (1) calendar year beginning on January 1, the difference between the compensation payable to them under the Workers' Compensation Laws of the State of Florida and their normal straight-time weekly wage as follows:

- 1) Eight (8) weeks in the year of the employee's anniversary of one (1) year continuous service

For employees with fifteen (15) years continuous service or greater in the year of the employee's anniversary, the Company agrees to pay in any one (1) calendar year the difference between the compensation payable to them under the Workers' Compensation Laws of the State of Florida and their normal straight-time weekly wage up to an amount equal to $66\frac{2}{3}\%$ of their normal straight-time weekly wage. This payment would be paid after the eight (8) weeks of benefits defined above are exhausted up to a maximum of twenty (20) weeks. For employees with twenty (20) years continuous service or greater in the year of the employee's anniversary, the Company agrees to pay in any one (1) calendar year the difference between the compensation payable under the Workers' Compensation Laws of the State of Florida and their normal straight-time weekly wage up to an amount equal to 80% of their straight-time weekly wage up to a maximum of twenty-eight (28) weeks after the eight (8) weeks of benefits defined above are exhausted. Full or partial payment of wages covering absences outside the above limits may be granted in deserving cases upon the recommendation of the Department Head and approval of a Vice President of the Company. Such payments shall not be cumulative.

- b) The return of an injured employee to the employee's former position shall be subject to said employee's physical condition and fitness to carry on the duties of that position. The Company

may require a certificate from a physician acceptable to the Company that the injured employee was unable to return to work during the period of absence. Claiming accident compensation without just cause, failure to furnish the required physician's certificate, or acceptance of employment elsewhere during period of absence shall forfeit all rights under this accident compensation pay plan. Absences due to occupational injuries and/or illnesses run concurrent with the Family Medical Leave Act (FMLA).

- c) If an employee is found by a physician to be capable of performing some work in a modified capacity during the period of recuperation, the seniority provision of this Agreement shall be disregarded and the employee shall be brought back to work if work is available. Under this paragraph, an employee may be assigned to work in a lower classification to do work which the employee is able to perform. The employee may be assigned to work in an equal classification to do work which the employee is able to perform under the terms of the Memorandum of Understanding on Sideways Relieving, dated February 21, 1957. The employee may be assigned to an extra job, at the employee's regular rate of pay, which may involve some work of a higher classification if the employee is not able or required to perform all of the work of such higher classification due to the lack of knowledge or physical limitations.
- d) If, after the period of recuperation, the employee is physically unable to perform the duties of the employee's classification;
 - 1) The employee can displace an employee in a job that the employee is physically able and qualified to fill and to which the employee is entitled to through accumulated seniority.
 - 2) The employee may be placed in a job in an equal or lower classification that the employee is qualified to fill, within the sixty-five (65) mile show-up limit without regard to the Job Posting Process, by mutual agreement, in writing, between the Business Manager for the Union and the Director of Labor Relations for the Company. The placing of an employee in a job under this Subparagraph will not displace any other employee and may include placement in another department.
 - 3) If the employee has to relocate under either 7 (d) (1) or 7(d) (2) the employee may request reasonable moving expenses. The Business Manager of the Union and the Director of Labor Relations shall review each request for approval.
 - 4) If unable to remain employed through 7 (d) (1) & (2) the employee will have the opportunity to use the NextCareers website to apply for a position that the employee is qualified to fill.
- e) If through (d) (1) or (2) the employee fills a job in a lower classification in the Bargaining Unit, the employee's pay from the classification the employee vacated shall be frozen until such time as the rate of pay of that lower classification surpasses the employee's current pay. During the term of the contract employees who have exercised their rights under Paragraphs 7 (d) (1) or 7 (d) (2) will receive wage increases equal to the general wage increase in the form of a lump sum. The lump sum will not be compounded annually. Employees may bid other jobs and maintain the provisions of this section. If an employee is rolled he/she will also maintain these provisions. It will be the employee's responsibility to communicate the pay status to supervision at the time the job is awarded.
- f) The benefits provided by Paragraph 7, together with whatever other benefits to which an injured employee may be qualified under the terms of this Agreement, shall be the sole and exclusive basis of compensation under this Agreement for an employee injured as defined in Section (a) above.

8. VACATIONS

a) Each employee will earn and receive vacations with pay as follows:

- 1) Employees hired on or before the fifteenth (15th) day of each month will earn vacation at the rate of eight (8) hours per month up to a total of ten (10) days/eighty (80) hours, which can be taken in the current calendar year of employment by mutual agreement. If an employee takes vacation in the calendar year of being hired and terminates within that calendar year, the employee will be required to pay back all used unearned vacation hours. An employee in their first year of employment may carryover up to ten (10) days/eighty (80) hours into the following year. No employee in their first year of employment will be assigned vacation.
- 2) Employees will earn eighty (80) hours after one (1) or more years continuous service through four (4) years. Eighty (80) hours will be posted to the employees vacation quota on January 1st, however, the employee will earn eight (8) hours of vacation per month on the 15th of each month.
- 3) Employees will earn one hundred twenty (120) hours in the calendar year of the employee's fifth (5th) anniversary of continuous service occurs, and for each year thereafter through fourteen (14) years. One hundred twenty (120) hours will be posted to the employees' vacation quota on January 1st, however the employee will earn twelve (12) hours of vacation on the 15th of each month.
- 4) Employees will earn one hundred sixty (160) hours in the calendar year of the employee's fifteenth (15th) anniversary of continuous service occurs, and for each year thereafter through twenty-two (22) years. One hundred sixty (160) hours will be posted to the employees' vacation quota on January 1st, however, the employee will earn sixteen (16) hours of vacation on the 15th of each month.
- 5) Employees will earn two hundred (200) hours in the calendar year of the employee's twenty-third (23rd) anniversary of continuous service occurs, and for each year thereafter. Two hundred (200) hours will be posted to the employees' vacation quota on January 1st, however, the employee will earn twenty (20) hours of vacation on the 15th of each month.
- 6) Employees will earn two hundred (200) hours in the calendar year of the employee's thirty-first (31st) anniversary of service and for each year thereafter. The aforementioned employee shall accrue an additional eight (8) hours of unpaid personal business for each additional year of service to provide a maximum of forty (40) hours of unpaid personal business in the calendar year of the employee's thirty-fifth (35th) anniversary of continuous service. These days may be scheduled on the employees' vacation request form or taken by mutual agreement at any time during the year.

In this connection, a week of vacation consists of seven (7) consecutive days, for which the employee will be paid forty (40) times the employee's regular straight-time hourly rate. The beginning date for vacation shall be January 1st of each year and each employee shall wait for this date to take a vacation to which the employee is entitled, if the employee is in continuous service. All vacations shall be taken on consecutive days unless the Company and the employee agree on a different division of the vacation time. Each employee may elect to "not" schedule

up to forty (40) hours of earned vacation on January 15th. These unscheduled vacation days can only be used upon the approval of supervision, with at least forty-eight (48) hours of prior notice to the scheduled start of the day(s) being requested. On December 1st of that year, the remaining unscheduled vacation days will be scheduled prior to the December 15th date or carried to the following year in accordance with established vacation carryover policy.

It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. The Company, in determining vacation schedules, will respect the seniority and wishes of the employees as to time of vacation so far as the needs of the Company will permit. A vacation schedule for each calendar year shall be established not later than February 15th. Employees who have not indicated desired vacation period by January 15th shall have such period assigned to them by their Supervisor. It is understood and agreed that such assigned vacation periods may be changed by the Company by notice given thirty (30) days prior to the assigned vacation period, however, the Company shall reimburse in full all non-recoverable expenses incurred by the employee as a result of the cancellation. It is further understood that vacations may be changed by mutual consent between the employee and the Company at any time.

- b) Should an employee be recalled for emergency duty while on vacation, the Company will defray any extra expense which the employee may incur as a result of such recall, including transportation and any other reasonable expense back to the place from whence the employee was recalled, or to any equivalent point. If the employee desires to resume the employee's vacation at the conclusion of the emergency, additional vacation time will be granted in lieu of time lost as a result of such recall, including time spent in traveling incidental to such recall.

It is further agreed that in the future, when the Company cancels an employee's scheduled vacation that has been approved in writing seven days prior to implementation of the storm plan, the employee will be granted extra paid vacation equal to the amount of actual time worked "hour-for-hour" for such canceled vacation. This extra vacation time may be observed during the same year by mutual agreement or scheduled in the following year. Employees shall also receive reimbursement for any non-refundable/non-transferable expenses incurred as a result of such cancellations.

For Power Systems and Customer Service, in the event the employee is recalled for emergency duty while on vacation or if the Company cancels an employee's scheduled vacation, the employee may elect to be paid the total value of this additional earned vacation. The employee must make their selection no later than seven (7) days after the individual storm event.

- c) If a holiday occurs during an employee's vacation, the employee will be allowed an additional day off with pay at the beginning or end of the employee's vacation.
- d) Should an employee become ill while the employee is on vacation to the extent that hospitalization is required, the employee shall promptly notify the employee's Supervisor. The time lost due to such hospitalization and any subsequent resulting period of confinement to bed shall be considered absence covered by Paragraph 6 to the extent that proof is presented of the duration and nature of the illness secured from a legally licensed hospital or hospitalization insurance carrier, and a duly licensed physician. Any remaining vacation, unused because of illness, will be rescheduled at some future time mutually agreeable to the employee and the employee's

Supervisor. However, such unused vacation shall, if possible, be rescheduled in the year when it was originally scheduled and any remaining unused vacation which cannot be so rescheduled shall either be paid for or carried over to the following year at the option and discretion of the Company.

- e) Employees with more than eighty (80) hours vacation may carryover from eight (8) hours to eighty (80) hours of their unused vacation from one calendar year to the next. Employees must take at least eighty (80) hours of their vacation each calendar year. Election to carryover vacation must be made by January 15th. Carryover vacation will be scheduled with the same approvals as regular vacation. If mutually agreeable, the employee and Supervisor can arrange for carryover any time during the year.

Any employee with vacation in excess of the contractual allowable carryover at the end of any calendar year will be paid for the amount of vacation hours in excess of the eighty (80) hours no later than the second pay period ending in January of the following year. Pay code 42 (to be taken next year), holiday worked not paid, will not be considered excess vacation hours to be paid out.

In the event of unforeseen circumstances, such as a major weather event or other emergency event, the Director of Labor Relations and Business Manager will meet to consider development of a vacation carry over Memorandum of Understanding that will permit employees to carry over vacation hours in excess of the limit specified in the above paragraph.

- f) Upon termination employees will be paid any earned but unused vacation. Effective January 1, 2015 all employees will earn vacation at 1/10th per month on the 15th of each month according to their length of continuous service. If an employee has taken more hours than they have accrued at the time of termination, the employee will be required to pay back all used but unearned hours.

9. JURY DUTY – COURT SERVICE – VOTING

- a) An employee while serving on jury duty will be paid the employee's regular straight-time wages for each scheduled workday. When an employee receives notice for jury duty and notifies the employee's Supervisor on the employee's next workday following the receipt of the notice, such employee will be rescheduled to a workweek as follows:

Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such rescheduled employee will assume the same hours as is determined by the day schedule (this may include time for meals) and remain on the day schedule for five (5) days or multiples thereof unless by mutual agreement between the employee and the employee's Supervisor the employee is assigned to the employee's previous schedule. An employee while serving in court under subpoena, except as a party, shall be paid the employee's regular straight-time wages for each scheduled workday lost, not to exceed three (3) days. If an employee is released from jury service prior to the end of the employee's scheduled day, the employee is subject to reporting back to work, and it shall therefore be incumbent upon the employee, immediately after release to report to the employee's Supervisor. The employee may also keep any special pay or fees they received for jury duty from the court in which they served.

- b) An employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting with no necessity for additional time off in most cases.
- c) When an employee receives a travel assignment, it will be the employee's responsibility to notify supervision of any need to vote during the travel assignment. Upon such notification, provisions should be made for the employee to obtain an absentee ballot or exercise provisions of the board of elections to vote prior to the elections. If adequate time is not available before or after the employee's regular schedule, time off will be provided from the normal schedule without loss of straight-time pay. If these accommodations cannot be made the employee shall be allowed the necessary time off to travel to the employee's home location and return, without loss of straight-time pay. The employee shall also receive per diem, lodging expense and mileage to the employee's home location and back. The employee shall be assured of proper rest time before being required to return to work.

Note (1) See Twelve (12) Hour Shift in PGD and Nuclear Supplements Paragraph 35.

Note (2) See Ten (10) Hour Shift in Power Systems, Customer Service, PGD and Nuclear Supplements Paragraph 35.

10. BULLETIN BOARDS

Under the terms of this Agreement, the Union shall be permitted to use space on bulletin boards of the Company in departments or divisions where members of the Union are employed, for posting official notices, and the public address system for making official announcements of the Union to its membership.

10.1 ELECTRONIC COMMUNICATIONS

The Company agrees to provide approved Bargaining Unit employees with access to E-mail, Intranet and/or Internet. E-Mail is to be used for internal communications related to Company/Union business.

Under no circumstances are E-mail, Intranet and/or Internet to be used for Union business. This includes, but is not limited to, Union organizing attempts, corporate campaign tactics, and any anti-Company propaganda or creation of Union web sites utilizing Company provided equipment or access.

11. DISCRIMINATION, INTERFERENCE AND COERCION

- a) There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union or because of any lawful activities on behalf of the Union.
- b) It is agreed that no employee shall be discriminated against by the Union or its members for non-membership in the Union, and that neither the Union nor its representatives shall attempt to coerce any employee of the Company into joining the Union against the employee's will, or

continuing the employee's membership therein, or interfering with the employee in any way because of failure or refusal on the employee's part to join the Union or continue as a member thereof, except as provided in Article III.

12. SOLICITATION OF MEMBERS

It is further agreed that the Union or its representatives will not solicit members, engage in organizing work, or other Union activities during the working time of employees.

13. LOYALTY AND EFFICIENCY

The Union agrees that it will take every reasonable means which are within its powers to induce employees who are members of the Union, and subject to its discipline, to individually and collectively perform loyal and efficient service and to use their influence and best efforts to protect the properties of the Company and its interest and cooperate with the Company and its employees to this end at all times; to deal with the public in a courteous manner at all times; to cooperate in influencing and encouraging employees to make themselves available for work during emergencies. Officers of the Company and the Union and its members shall in all matters pertaining to this Agreement take into consideration that the Company is a public service corporation and that the safety and goodwill of the general public, including the customers of the Company and the continuity of service to them, are of primary importance.

14. UNION-MANAGEMENT COOPERATION

It is recognized by the Company and the Union that they have a common and sympathetic interest in creating the most harmonious relations within the Company and in the correction of conditions making for grievances and misunderstandings. It is through close cooperation on the part of Management and the Union that these objectives will be obtained and every effort should be made by Job Stewards and Supervisors to accomplish these ends. Decisions or settlements made by Supervisors and Job Stewards to settle differences will not be considered as binding precedents.

ARTICLE II SENIORITY-PROMOTION-LAYOFF-DISCHARGE

15. SENIORITY

- a) Seniority, as used herein, shall mean the length of service in continuous employment in the departments of the Company covered by this Agreement (except as otherwise set forth in this Agreement) and shall commence as of the first day actually worked by an employee in the employee's department. Layoff shall not constitute a break in seniority of employees except as provided in Paragraphs 16 and 21(e) of this Article.
- b) For the purpose of determining seniority, business unit seniority shall control in the four (4) business units: namely Power Delivery, Distribution (including Information Management, Human Resources and Customer Service), Power Generation, and Nuclear Division on a system wide basis.

16. BREAK IN SENIORITY – CONTINUOUS SERVICE

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

- a) When a laid-off employee fails to comply with any of the procedures defined in Paragraph 21(a).
- b) When an employee temporarily laid-off fails to return to work within fifteen (15) calendar days after notification, requesting such return, or if such employee fails to notify the Company within forty-eight (48) hours after notification of the employee's intention to return to work within fifteen (15) calendar days.
- c) When an employee resigns the employee's employment with the Company (except as provided in Paragraph 51).
- d) When an employee is discharged for just cause.

Continuous service as used for determining vacations, employee illness, and employee injury allowances shall not be affected by layoffs of less than twelve (12) months' duration.

17. QUALIFICATIONS FOR FILLING VACANCIES

In the filling of any jobs, vacancies, and making promotions (the word "promotion" shall mean advancement to a higher job classification), seniority (as defined in Paragraph 15) shall be given full consideration and where ability, skill and qualifications are reasonably equal, seniority (as defined in Paragraph 15) shall control. Final determination of such qualifications shall be made by the Company, except that any dispute which may arise in connection with any such matter shall be handled in accordance with the provisions of Article IV of this Agreement. Any employee who is promoted or transferred shall be given a reasonable time to acquaint the employee with the job and prove the employee's ability to fill the position satisfactorily. Should an employee, at the end of such trial period, prove unsatisfactory for the job to which the employee has been promoted or transferred, the employee shall be returned to the employee's former position without loss of seniority. Except in Power Systems, any employee who is awarded a job in an Apprentice classification and bids out before the employee completes the training, will not be allowed to return to that Apprentice Program until the employee has successfully completed all the related studies, skills and development in another Apprentice Program or holds a Craftworker's classification.

Job selection for non 4.1 jobs shall be determined in the following manner:

- Application is reviewed to verify that it meets minimum qualification criteria.
- All applicants not meeting minimum requirements will be notified as to the reason why.
- Most senior person meeting criteria gets job.
- Any senior person not meeting minimum requirements and not selected for the job will be notified in writing as to the reason why.

Job selection for 4.1 jobs shall be determined in the following manner:

- Application is reviewed to verify that it meets minimum qualification criteria.
- All qualified applicants are entered into a "selection pool".
- Management reviews candidates in the "selection pool" and makes job award.

- All senior qualified applicants not selected for the job will be notified in writing as to the reason why.

18. HIGHER JOB CLASSIFICATION – TRAINING

- a) A job classification shall be deemed to be “higher” when it carries a higher scheduled wage rate.
- b) When an employee above the classification of Helper, who does not come under the Apprenticeship status of this Agreement, is training in a higher job classification under the direction of another employee in a higher job classification, the employee shall receive the pay of the employee’s own classification. When such employee is placed on the job alone, the employee will receive the pay of the higher classification.
- c) When an employee is training or breaking in on a job which the employee has been awarded through Job Posting Process, the employee will receive at least the minimum rate of the job the employee was awarded.

19. TRANSFERS – MOVING EXPENSES – SUBDIVIDED HEADQUARTERS

- a) Transfers between departments covered by this Agreement, as defined in Paragraph 15, will be made without loss of seniority. Any employee who has transferred departments and was denied the employee’s transfer of seniority, under the old Paragraph 19 (a) may reapply. However, the employee will not be entitled to any retroactive benefit by virtue of the employee’s new seniority date.
- b) Transfers within a department between employees in the same classification but located at different working headquarters or if an employee in a regular classification desires to exchange locations with an employee in an equivalent itinerant classification, such exchange may only be approved provided the employee also exchange classifications so that the complement of regular and itinerants in each location remains the same after the transfer as before may be made, provided:
 - 1) Each employee requests such transfer in writing to the employee’s Supervisor and the Business Manager of the Union and
 - 2) The Business Manager of the Union and the Director of Labor Relations of the Company approve the transfers in writing.
- c) The Company will pay reasonable moving expenses, or at the employees option he/she may elect to be paid a sum of One Thousand Dollars (\$1,000.00) in lieu of actual expenses, to any employee promoted to a classification higher than the employee has previously held in the last twelve (12) consecutive months and higher than that of a Truck Driver Helper (excluding Ground Worker), including corrections made out of seniority or when any employee is permanently transferred at the Company’s request.
- d) When an area is subdivided and a new headquarters is established, the new jobs will be filled, as far as possible, by volunteers on the basis of seniority from the headquarters of the area being

subdivided. Jobs in the new headquarters remaining vacant after this step shall be filled according to Job Posting Process. Jobs remaining at the old headquarters in excess of requirements shall be disposed of in accordance with Paragraphs 20 and 21 of this Agreement.

- e) When work is discontinued in one headquarters and this same work is transferred to another headquarters, and then the jobs will be filled by the same employees who have been doing the work, provided they are agreeable to the transfer otherwise the jobs will be discontinued in the first location and posted in the second.

20. JOB POSTING PROCESS

- a) Except as provided in Paragraph 7(d), Paragraph 48(h), and except when new jobs are created by demotions or assignments due to disciplinary action or due to an employee becoming unable to fulfill the requirements of the employee's job, vacancies or new jobs in any classification above that of a Helper covered by this Agreement shall be posted within fifteen (15) days of the date of occurrence of the vacancy or establishment of the new job, at the defined posting location for a period of fourteen (14) calendar days. For the purpose of this provision once the job has been posted it must be filled.
- b) If a job is discontinued or posted as "posted in error", a proper and full explanation should be made on the job award posting at the defined posting locations.
- c) (1) Any employee working in one of the classifications in Exhibit "A" may apply for a job using an on-line application system, a 24-hour answering machine or by submitting the application to a Bargaining Unit Clerk for entry using the on-line system. The application must be received by midnight of the fourteenth (14) calendar day following the posting. A receipt will be sent to the applicant's FPL email address; additionally, the Bargaining Unit Clerk can print a receipt for the applicant. It is the responsibility of the applicant to verify application information is accurate.
- c) (2) Applications may be made by active Bargaining Unit employees only (not while on leave of absence or relieving out of the Bargaining Unit), utilizing the "online" or Answering Machine (AM) application process. Employees may verify their respective "status" e.g. qualified in the Job Posting system with assistance of the Bargaining Unit Clerk.
- d) After the fourteen (14) day posting period, the list of applicants shall be frozen. Upon request each applicant will be provided a list of all applicants for the position, sorted by seniority. The position will be placed in the "Pending Award" status. Applicants shall have until seven (7) calendar days from the time the position enters the "Pending Award" status to Accept or Decline the position. The applicant can accept or reject the position utilizing the on-line application system, the 24-hour answering machine or by having the Bargaining Unit Clerk make entry using the on-line system. If no notice is received, the employee shall be deemed to have declined the position. The Company will allow the employee one scheduled workday (8, 10, 12) hours of paid time to travel to the new work location outside of the sixty-five (65) mile radius.

The following will apply:

- The employee will not be compensated for mileage.
- The employee will check in at the prospective work location.

- Allowances for travel will be given up to two (2) times per rolling twelve (12) month period.
- e) All jobs will be awarded in accordance with Paragraph 17 of the M.O.A. within twenty-one (21) days of the initial posting, with the exception of Apprentice positions which will be awarded in accordance with Paragraph 17 of the M.O.A. under the direction of the Business Unit Joint Apprentice Committee. Jobs that cannot be awarded in accordance with Paragraph 17 of the M.O.A. within twenty-one (21) days of the initial posting that have an unforeseen unique circumstance will be discussed and mutually resolved by the Business Manager of the Union and the Director of Labor Relations.
 - f) The answering machine shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year to any Bargaining Unit employee.
 - g) Employees' applications are automatically reviewed by the system to verify that the applicant is qualified for the position. The Job Posting system will show the application as "Not Qualified" if the employee does not meet the minimum job criteria. If there is a dispute as to the qualifications when the employee is shown by the system as not qualified, he/she shall notify the job criteria committee.
 - h) The Job Criteria Committee shall resolve disputes arising from qualifications in regards to applications and awards. (The intent is to address job awards up front to reduce grievances). The Job Criteria Committee may, at its discretion, do a periodic review of the job awards for consistency.

The minimum requirement for the classification of Production Tech – M, E, and I (s) have been changed to allow those who have held the classification of , or has the qualifications to hold the classification of Mechanic, Electrician, or Instrument Control Specialist Technician or equivalent. This change will allow Maintenance Technicians to apply for Production Technician positions and be offered after any qualified Production employee who meets the minimum requirements.

- i) Employees in Power Systems will be given sixteen (16) days following a job award to report to the new work location. In PGBU and Nuclear, employees will be given nineteen (19) days. If mutually agreeable, less than sixteen/nineteen (16/19) days or extension over sixteen/nineteen (16/19) days may be granted. In staffing situations for startup of new power plants employees will be given ninety (90) days following the job award to report to the new work location. If mutually agreeable, less than ninety (90) days or extensions over ninety (90) days may be granted. Prior to any such postings and awards the Business Manager and Director of Labor Relations will discuss the situation to ensure full disclosure.
- j) Employees will be given up to four (4) job awards per rolling twelve (12) month period. Employees who have been relocated through an involuntary roll will have unlimited job awards for a period of one year from the date of the roll. Apprenticeship jobs will not count as one of the "four (4) awards".
- k) The Company will post at defined posting location the awarded applicant's name, seniority, prior work location and reporting date. The Business Manager for the Union and each Local Union

President and/or their designee will be provided with electronic reports detailing all vacancies and awards.

- l) An employee will be allowed ten (10) days from date of the award posting in which to file a protest in writing. Any employee with sufficient seniority who was not at work or who was at a work location where the job was not posted at the defined posting location and who would have been eligible to apply for the position during the posting period shall be considered to have filed application for the job, if he/she so desires. Such employee may file a protest in writing within ten (10) days after his/her return. All job postings for at least six (6) months will be available for review on-line at any time.
- m) If any employee is on record with the Director of Labor Relations and the Business Manager of the Union in writing as desiring to change departments, specifying the desired location or locations, the employee will be considered to have bid a posted position or applied for any entry level position. In order to be eligible for such transfers, the employee must renew the employee's application to the Company and the Union annually. Each employee may submit no more than one request and two revisions to the employee's initial request per calendar year commencing January 1st. An employee will become ineligible for transfer for the remainder of the year upon refusal or acceptance of an NQA job offer or upon the expiration of the employee's request as of December 31st of each year, whichever comes first. If finally sustained in the job, the employee's seniority will be transferred to the department to which the employee transfers. If the job is not filled in the above manner, it will then be reposted in accordance with the Job Posting Process.
- n) Jobs which have no applicants or no qualified applicants within the department will be posted as "No Applicant" (NA). The Company shall have the right to fill the job from any available source within a period of sixty (60) days in the following manner.
 - 1) Employees in Exhibit "A" within the department who are qualified and have submitted a memo to their Supervisor will be given preference, if the job has not already been offered. All memos received within seven (7) days of the job being posted as "No Applicant" (NA) will be held by the Job Posting Administrator and the senior employee will be awarded the job.
 - 2) Transfers in accordance with Paragraph 20 (m).
 - 3) Any available source, internal and external.

After sixty (60) days the job must be reposted (vacant or discontinued) unless there are offers pending. No new offers may be made after the sixty (60) day period. If those offers do not result in the position being filled, the Company must repost the position within seventy-five (75) days from the "No Applicant" posting.

21. LAYOFFS – DEMOTIONS – OFFER OF REEMPLOYMENT

- a) The use of contractors during the term of this Agreement shall not directly result in the layoff of Bargaining Unit Employees.

When a vacancy is created as a result of employee attrition or redistribution of the workforce through the Job Posting process and the Company determines it necessary to fill such vacancy, then the Company shall exhaust all reasonable possibility of filling the vacant position through the

Job Posting system, and/or all other methods of filling a vacancy per the terms of this Agreement, prior to using contractors. If the vacancy continues to exist the Company retains the authority to require that work be performed by outside contractors. Vacancies subsequently restored to permanent shall be Bargaining Unit positions within the authority of this Agreement.

- b) Employees working outdoors will not be laid-off in the event of rain or inclement weather.
- c) Should it become necessary to lay off any employee on account of reduction of forces in any department covered by this Agreement and thereafter a vacancy occurs within twelve (12) months that the employee is qualified to fill, the laid-off employee shall be offered the opportunity of filling same, in accordance with the employee's seniority status (as defined in Paragraph 15), provided the employee is available for work and competent to fill the job that is open and passes the physical examination required by the Company's employment policy, and has submitted to the Director of Labor Relations, within ten (10) days of such layoff, a registered letter stating a desire for reemployment, the desired location(s)/classification(s), and a current telephone number where the employee can be contacted. The employee may submit no more than one (1) request and two (2) revisions to the employee's initial request per twelve (12) month period. The employee may be eligible for two (2) additional twelve (12) month periods up to a total of thirty-six (36) months, if the employee renews such registered letter with the Director of Labor Relations within a period not more than ten (10) days prior or ten (10) days after the expiration of each twelve (12) month period. It shall be the employee's responsibility to inform the Labor Relations Department, in writing, of any change in their telephone number. In the event a vacancy does occur, the Company will make an effort to contact the employee for a period of three (3) days; if the employee cannot be reached, the employee's name and number will be turned over to the Business Manager's office for a period of three (3) days. If the employee cannot be reached during this period or fails to comply with any of the above stated procedures, the employee will forfeit all recall rights contained in this paragraph.
- d) All layoffs, demotions or adjustments resulting there from, except demotions as provided in Paragraph 20 (a), shall be made in the inverse order of seniority (as defined in Paragraph 15), competency being sufficient, in the respective departments covered by this Agreement.

An exception would be made if a senior employee, in the same work location and same classification, volunteers to be laid-off in the place of a junior employee. This exception will be made between the time of the announced workforce reduction and prior to the affected junior employee leaving the Company. All of the remaining provisions of this paragraph will apply. It is agreed that in the event of a disciplinary demotion the employee demoted may be placed in a job under the provisions of Paragraph 7 (d) (2).

Special Crew and Itinerant classifications will be considered as separate classifications from corresponding regulars for the purpose of employees exercising rolling rights. Any employee, who is displaced from a job, will be entitled to roll into any jobs for which the employee has seniority and qualifications, including higher classifications. If unable to find a job through the roll process, this employee will be offered any vacant job covered by this Agreement for which the employee has qualifications. Any employee rolled out of a Craftworker classification due to a layoff will have the opportunity for twenty-four (24) months to bid an Apprentice job in the same classification at the employee's original location and automatically promote unless the employee

reaches a job equal to a Craftworker level during this twenty-four (24) month period. This does not include subdividing headquarters or relocation of crews.

The following process will be implemented after a sixty (60) day notice to the Business Manager. Every effort will be made by the Company to limit realignment to once per calendar year per Business Unit.

(1) ROLL PROCESS

DATES PROCESS

Start	Staffing Levels defined and announced.
+4 Weeks	Stop "Application System".
+5 Weeks	<p>Employees are offered transfers. (3 days)</p> <ul style="list-style-type: none"> • Employee is offered job in the location that the work is being transferred to. • Employees accept or reject transfer. • Employees who accept relocate on system move date. • Employees who reject submit roll choices.
+6 Weeks	<p>Employees Submit roll choices.</p> <ul style="list-style-type: none"> • Employee has five (5) days to submit ten (10) choices. • Employees with seniority less than the most senior employee being rolled submit choices. • Work location validates choices and notifies and corrects invalid choices. • Work location verifies all affected employees have submitted roll choices.
+9 Weeks	<p>Roll Begins</p> <ul style="list-style-type: none"> • Employees may roll vacant jobs. • Employees may roll into any job qualified to hold. • Employees resubmit choices if no longer valid. • Employees have one day to resubmit choices. • Move date announced. • Pay period ending after roll complete • System wide movement including transfers. • Employees may be absorbed by mutual agreement by the Company and the Business Manager in an effort to stop a roll. • Roll Ends

Individual employees that exercise their rights under Paragraphs 7, 17, or 27 and five (5) or less employees affected under Paragraph 19 will roll according to the following:

- 1) Employees will be allowed ten (10) calendar days to submit rolling elections.
- 2) If an employee submits a valid rolling election form (ten (10) choices) and cannot receive any of the employee's choices due to another employee rendering the election unattainable, the employee will be allowed seven (7) days to resubmit additional choices.
- 3) Employees will be allowed a minimum of fourteen (14) days, notification if rolling to a different work location.

- 4) Employees who are notified of a layoff will be paid a minimum of all regular schedule workdays up to ten (10) calendar days.
- e) Any employee who is displaced from a job as a result of grievance procedure will be entitled to roll where qualified for which the employee has seniority and qualifications and which was posted subsequent to the date on which the employee was awarded the job from which the employee was displaced.
 - f) A Craftworker, upon being required to exercise rolling rights, may in accordance with Paragraph 21 roll into the Apprentice classification which corresponds to the employee's own if the employee is physically qualified as a Craftworker in that classification. The employee may, in accordance with Paragraph 21, roll into another Apprentice classification if the employee meets the same entrance requirements in effect for employees who are then entering that classification. An employee other than a Craftworker may roll into an Apprentice classification if the employee meets the same entrance requirements in effect for employees who are then entering the classification. An employee who has rolled into an Apprentice classification will automatically promote to the corresponding Craftworker if the employee has completed the requirements of the Joint Apprentice Program for that classification, and has four (4) years in that Apprentice classification, or corresponding Craftworker classification, or combination thereof.
 - g) In the event the Company sells or transfers any or all of its properties to an unaffiliated Company the following will apply:
 - 1) In the event the Company (Florida Power & Light Company) sells or otherwise transfers the entire Company, business unit or part thereof to an unaffiliated Company. The provisions of this Memorandum of Agreement shall be binding upon said purchaser or transferee for the remainder of the term of this Agreement. However, the purchaser or transferee shall not be bound by any local agreements or Memorandum of Understandings which are not specifically set forth in this Agreement. In the event of any such sale or transfer, the Company shall provide the Union with not less than a sixty (60) day notice prior to the effective date of the sale or transfer and shall provide the Union with a copy of that portion of the sale or transfer agreement obligating the purchaser or transferee to assume the applicable provisions of the Memorandum of Agreement.
 - 2) Employees employed in the business unit or portion of a business unit being sold or otherwise transferred shall be given a sixty (60) day notice of said sale or transfer and shall be allowed to exercise their rolling rights to positions for which they are qualified in accordance with applicable seniority and rolling provisions set forth in Paragraphs 15 and 21 of the Memorandum of Agreement.
 - 3) Employees who are hired by the purchaser or transferee of an entire business unit or portion thereof but are laid-off within six (6) months of the effective date of the sale or transfer shall be offered an opportunity to fill any open and available Company jobs covered by this Agreement in accordance with seniority (as defined in Paragraph 15 of the Memorandum of Agreement); provided that notice is given the Company by certified or registered mail postmarked within ten (10) days of such layoff that reemployment is desired and that the employee is competent to fill the open and available job and pass the physical examination. If the employee does not timely accept the Company's offer, the Company shall have no further

responsibility to the employee. Any offer extended hereunder shall be sent to the employee's last known address by certified mail with a copy to the Union. The Company's obligation to notify employees of open and available jobs pursuant to this paragraph shall be limited to the six (6) month period following the date of the employee's layoff by the purchaser or transferee.

22. DISCHARGE FOR CAUSE

If the Union believes any discharge of an employee for cause to be in violation of the terms of this Agreement, the matter shall be considered a grievance and shall be handled as provided in Article IV of this Agreement; and the Board of Arbitration, in cases where it determines that an employee has been discharged in violation of the terms of this Agreement, may make an award to such an employee for all time lost and the employee shall be reinstated to the employee's former position without any loss of seniority.

ARTICLE III MAINTENANCE OF MEMBERSHIP

If the amendment known as the "Right to Work" amendment of the Florida Constitution is nullified by the United States Supreme Court, State or Federal legislation, then this Agreement shall be automatically amended to place back into effect Article III as written in the Agreement dated January 14, 1970, and as amended March 18, 1970, between the Company and the Union.

23. OMITTED

24. OMITTED

25. OMITTED

ARTICLE IV GRIEVANCES— CONFERENCES – ARBITRATION

26. GRIEVANCES DEFINED

A grievance is hereby defined as a violation of the terms of this Agreement or any type of supervisory conduct which unjustly denies to any employee the employee's job or any benefit arising out of the employee's job and notice of which has been given in writing within four (4) calendar weeks after its occurrence.

27. GRIEVANCE HANDLING PROCEDURE

- a) Should any difference arise between an employee covered by this Agreement and a representative of the Company, the employee and/or the Job Steward shall discuss such difference informally

with the immediate Supervisor for the purpose of settling differences in the simplest and most direct manner in order to avoid grievances. If, after these discussions, a difference still exists involving a matter referred to in Paragraph 26, unless by mutual agreement in writing signed by both parties another procedure is adopted, such matter shall be taken up in the following manner:

First: The matter may become a formal grievance if reduced to writing, signed by the party making the grievance and taken up with immediate Supervisor within four (4) calendar weeks after its occurrence.

Second: If any matter is not settled in the First Step within ten (10) days, the Business Manager of the Union and the Vice President in charge of Operations or such representative as either may designate, shall discuss the matter further. The Supervisor and the Local Union Representative may be included in these discussions. Extensions of the ten (10) day period may be made, but only in writing and signed by the Supervisor and the Job Steward.

Third: Any matter not settled, as provided in the Second Step above, shall within thirty (30) days after disposal in the First Step above be referred to the President of the Company or the President of the Company personal representative, and the Business Manager of the Union and the System Committee (which the Union agrees shall consist of not more than five (5) members). A representative of the International President may also be included in this step.

Fourth: Should any matter that has been referred to representatives of the parties, as provided in the Third Step above, not be satisfactorily adjusted within thirty (30) days from the date of such referral, either party may within sixty (60) days from date of such referral demand arbitration of the matter by giving written notice to the other. Upon the Union requesting arbitration, all such grievances which are not settled within sixty (60) days from the date that no agreement is reached in the Second Step on the first such grievance not settled within that period may be grouped for submission to a single Arbitration Board regardless of the issues involved. In cases where the time limit is extended for handling in the Third Step, such time limit extensions will be added to the sixty (60) day period.

- b) A grievance of a general nature or a grievance in the interpretation of the Agreement which is brought by someone other than an aggrieved employee and is not confined to an individual employee or group of employees in a particular location shall be brought as a grievance of the Union. The Business Manager, or the Business Manager's representative, shall present such grievance in writing to the Vice President in charge of Operations or such representative as the Vice President in charge of Operations may designate. In the event such grievance is not disposed of within thirty (30) days after presentation, it may be referred to the parties as provided in the Third Step of the Grievance Handling Procedure.
- c) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the Company, the employee will be furnished a copy of same within four (4) weeks of its occurrence in order that the employee may have an opportunity to correct the record. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure. This is not to be construed that every unfavorable incident which occurs to an employee must be made a record in order that such might be considered in applying disciplinary action or used against an employee in grievance or arbitration procedure. This paragraph was proposed by the Union as a method to

stop the practice of inserting letters, memorandums, etc. of unfavorable incidents in an employee's personnel file without the knowledge of the employee involved.

- d) The words "without prejudice" or words of similar import mean that the settlement in which the words were or are used does not constitute a precedent of any kind, nor can the settlement be again referred to in any future grievance or arbitration procedure.

28. ARBITRATION BOARD – POWERS

- a) Within ten (10) days after written notice is given by either party requesting arbitration as provided in Paragraph 27, the matter shall be referred to a temporary Board of Arbitration consisting of one (1) member designated by the Company, one (1) member designated by the Union, and a third member to be selected by these two (2) members. In the event one of the parties refuses or fails to so designate its representatives, then the party in default shall forfeit its case. In the event the members of the Board of Arbitration fail to select a third member within three (3) days, the parties shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to appoint the third member, both parties to be bound by such appointment. In the event one of the parties refuses or fails to join in such request, then the party in default shall forfeit its case. The majority decision of the Board of Arbitration shall be final and binding on both parties hereto.
- b) The Board of Arbitration shall be governed wholly by the terms of this Agreement and shall have no power to add to or change its terms, nor shall the Board of Arbitration be authorized to pass on matters which are not properly grievances as defined herein.
- c) A rotating panel of seven (7) arbitrators, jointly selected by the Company and the Union, will be established to hear discharge grievances. The panel of arbitrators will be confirmed, or changed, yearly. The selection from the panel will be sequential and only one discharge case may be put before the same arbitrator at a time unless mutually agreed to by both parties. A discharge case may include multiple employees.

29. ARBITRATION BOARD – INTERPRETATION OF WAGE SCHEDULES

When the dispute involves interpretation of wage schedules or promotions, any decision of the Arbitration Board shall not, in any case, be retroactive prior to the date on which the dispute originated.

30. ARBITRATION BOARD – EXPENSES

Each party shall defray the expenses of its own member of the Board of Arbitration, together with any expense in presenting its own case. The fee and expenses of the third member of the Board, if any, shall be borne equally by the parties, together with any incidental or general expenses in connection with the arbitration, mutually agreed upon in advance. If the member of the Board designated by the Union is an employee of the Company, necessary time off required to attend such arbitration proceedings shall be allowed without pay.

31. CESSATION OF WORK – DISCHARGE IF GRIEVANCE PROCEDURE NOT FOLLOWED

Cessation of work or refusal to work by any employee on account of any grievance or alleged grievance of any employee, if the grievance procedure above set forth has not been fully complied with by the employee or employees or their representatives, shall constitute grounds for discharge or suspension of such employee. Nothing in this paragraph shall abridge the rights of any employee as set forth in Paragraph 45 relating to Safety.

32. EMPLOYEES – TIME OFF FOR MEETING – PAY

- a) Employees of the Company, members of the Union’s Committee representing any of the Local Unions above mentioned, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with Company representatives; however, in the event such meetings extend beyond the usual working hours or are scheduled outside of the regular working hours, no compensation shall be paid by the Company for time outside of regular working hours and working days.
- b) The Union agrees that, insofar as possible, the Local Steward will handle any matters with the local supervisory personnel and not more than three (3) employees (except in the Miami Electric Distribution Department not more than four (4) employees and the System Committee, not more than five (5) employees) will be allowed time off without loss of pay under this paragraph.

ARTICLE V HOURS OF WORK — WORKING CONDITIONS — RATES OF PAY

33. WORKING PERIODS – VARIATIONS

In order to provide continuous service to the public, it is recognized that certain variations in working periods may be necessary, and in such cases, employees shall work on irregular but definitely assigned and posted working schedules.

34. WORKWEEK

The workweek shall be from 12:01 AM., Saturday to 12:00 midnight, Friday, except Special Maintenance employees in the Production Department, and shift operations requiring continuous work, in which case, the workweek ends for the shift ending nearest 12:00 midnight, Friday, and the succeeding workweek begins immediately thereafter.

35. SCHEDULES OF WORK

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems and Customer Service supplemental.

- Note (4) For Ten (10) and Twelve (12) Hour Shifts see Nuclear supplemental.
Note (5) For Ten (10) and Twelve (12) Hour Shifts see Power Generation supplemental.
Note (6) For Ten (10) Hour Shifts see Power Systems Supplemental.
Note (7) For Special Maintenance Employees see Nuclear supplemental.
Note (8) For Special Maintenance Employees see Power Generation supplemental.

35.1 WORK ON SECOND REST DAY

- Note (1) See Nuclear supplemental.
Note (2) See Power Generation supplemental.
Note (3) See Power Systems and Customer Service supplemental.

36. HOLIDAYS

- a) For the purpose of this Agreement, the following legal holidays shall be recognized: New Year's Day, Martin Luther King's Birthday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day After Thanksgiving Day, Christmas Eve Day, Christmas Day, and Employee's Birthday. All employees covered by this Agreement shall receive holidays with pay for the holidays specified in this paragraph. When any of these holidays fall on an employee's first rest day, the immediately prior scheduled workday shall be observed as the holiday. When any of these holidays falls on an employee's second rest day, the next scheduled workday shall be observed as the holiday. When an employee has more than two (2) consecutive days off and if any of these holidays falls on the first or second of these days off, the immediately prior scheduled workday shall be observed as the holiday. When any of these holidays falls on the third or fourth day off, the next scheduled workday shall be observed as the holiday. Should any employee covered by this Agreement be required to work on any day observed as a holiday during the hours the employee is scheduled to work, the employee shall receive extra pay at time and one-half for such work. If an employee works on any day observed as a holiday during the hours they are scheduled to work, it is not overtime as defined in Paragraph 35(e) and is not charged against them nor against any employee who might have refused the assignment, on the overtime roster. All off-scheduled hours worked on days the employee observes as holidays shall be paid for at double time.

The birthday holiday is a floating holiday that can be observed any day of the year. This holiday must be determined on employee's vacation schedule that is established no later than February fifteenth (15th). The day these holidays are observed may be changed by mutual agreement between the employee and the Company at any time.

- b) If an employee is required to work on a day observed as a holiday, for a period of not less than eight (8) hours, the employee may elect to accept an additional day of vacation in the current (if mutually agreeable) or following year, at the employee's then current rate of pay in lieu of holiday pay for that day. The employee must make this election prior to the close of the payroll period for the holiday involved. Prearranged work on a holiday will be offered on the basis of seniority. Call Out work will be offered on the basis of the overtime list. This provision will not affect the procedure for temporary relieving outlined in Paragraph 50.

c) When an employee is scheduled to work on a day the employee would normally observe as a holiday and is unable to work, the employee will be paid only holiday pay. The employee cannot collect double pay benefits for the same period of time.

d) See Ten (10) Hour Shifts Nuclear, Power Generation and Power Systems supplemental.

Note (1) See Twelve (12) Hour Shifts Nuclear supplemental.

Note (2) See Twelve (12) Hour Shifts Power Generation supplemental.

e) The following process will be used for prearranging employees on a holiday:

- Offer by seniority, to employees in the required classification(s) at the headquarters who are observing the holiday.
- Offer by overtime list, to employees in the required classification(s) who are not observing the holiday.
- Force by inverse seniority, employees in the required classification(s), at the headquarters who are observing the holiday and not already scheduled to work.

f) (1) **Power Systems:**

a) All people working rotating schedules will work the holiday as scheduled.

When a Restoration Specialist is working on a holiday and is sent outside their normal operation area on trouble, the Company is not obligated to pay make-up overtime.

b) The Company may reduce the normal holiday Restoration Specialist staffing in a designated work location. The staffing reduction will be no greater than 50%. When this determination is made all Restoration Specialist within that work location will be considered to be observing the holiday. When reducing the staffing the desired shifts will be filled in accordance with Paragraph 36 (e).

c) The Company may reduce the normal holiday Dispatcher-BES staffing in a designated work location. The staffing reduction will be no greater than 50%. When this determination is made all Dispatcher-BES within that work location will be considered to be observing the holiday. When reducing the staffing the desired shifts will be filled in accordance with Paragraph 36 (e).

f) (2) **Power Generation:**

Scheduled outage work when all employees are not scheduled on a holiday will be offered to those employees on the outage overtime list by seniority. If not enough employees volunteer, home plant employees on the outage overtime list will be offered the holiday work by seniority.

If forcing is required, it will be done by inverse seniority of those employees on the outage overtime list.

Note (3) For Holiday Work by Nuclear Operators, see Nuclear supplemental.

37. ROTATING AND TRADING SHIFTS

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

38. CALL OUTS – PREARRANGED OVERTIME

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems and Customer Service supplemental.

39. OMITTED

40. SUNDAY AND HOLIDAY WORK

Work on Sundays and holidays shall be kept at such a minimum as, in the opinion of the Company, is consistent with the proper construction, operations and maintenance of its facilities in efficiently and economically providing continuous and satisfactory service to the public.

41. MEALS – LODGING – TRANSPORTATION

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems and Customer Service supplemental.

42. TELEPHONES

When the Company requires an employee to have a telephone, it shall notify such employee in writing of this requirement. In such cases, the Company shall pay the telephone bill (except personal long distance charges) of such employees until the requirement is canceled in writing. The Company will not require such telephone to be listed as a business or Company phone and those telephones now listed will, upon sufficient notice and written request of the employee, be removed from the next issue of the telephone directory.

43. ABSENT NOTICE

An employee who is unable to report for work must notify the employee's Supervisor, or the Supervisor's designee, at least one-half ($1/2$) hour before the employee's scheduled starting time in order to allow sufficient time to make arrangements for a substitute. Failure to give said notice will result in forfeiture of pay for the day involved, unless employee furnishes a bona fide excuse or reason for not giving said notice.

44. DISTRIBUTION OF OVERTIME

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems and Customer Service supplemental.

Note (4) For Traveling Crew-Power Generation, see Power Generation supplemental.

Note (5) For Nuclear Division Overtime Shift Splitting for Operators, see Nuclear supplemental.

45. SAFETY

- a) The safety of the employees is a matter of paramount importance; safety shall receive first consideration, and no employee shall be allowed or required to take any undue risk in the performance of the employee's duties which the employee or the employee's Foreperson or Supervisor considers unsafe to the employee or to the employee's fellow workers. Supervisors and Foreperson will be held strictly responsible for the enforcement of safe working rules. Each employee will abide by the provisions in the Safe Work Practices Manual and will be expected to support the initiatives of the Joint Safety Committee. In case any Supervisor or Foreperson is charged by an employee, or any employee is charged by the Company as being at fault in connection with any accident and such charge is deemed unfair, this action may be taken up as a grievance as provided in Article IV.
- b) The Company and the Union agree to continue the operation of the Corporate Joint Safety Committee. The Corporate Joint Safety Committee will continue to have three representatives of Management and three from the Union. Management representatives will be the Senior Vice President Human Resources or his/her designee, Manager of Corporate Safety, and an additional committee person designated by the Senior Vice President - Human Resources or his/her designee, The Union will be represented by the Business Manager, President of the System Council, and an additional committee person selected by the Union from another department other than the President of the System Council. This Committee's responsibility will include establishing the overall effective safety strategy and integration of the Joint Safety Program throughout the Company, including Interpretations of and changes to safety rules, standards and procedures and investigating accidents, as appropriate.

It is further agreed that in those cases involving materials, safety tools, devices and equipment, it will be the function of the Joint Safety Committee to recommend to the Company changes, deletions and additions, as prescribed by the "Standards and Procedures of the Joint Safety Program".

The Joint Safety Program concept to include Business Unit Joint Safety Committees is designed to give these committees from PGD, Nuclear, Power Systems (Distribution and Power Delivery) and Customer Service more specific roles and responsibilities. It is our intent that this enhanced focus will allow these joint committees to be more proactive and responsive to the specific safety needs of the Business Unit and the Local Joint Advisory Safety Committees. Additionally, these Joint Committees will be in a better position to develop and administer safety plans that are linked to the strategic direction of each Business Unit.

The membership on each of the Business Unit Joint Safety Committees will include a Human Resource or Business Unit Safety Representative and a committee person designated by the Business Unit Officer for Management, and a representative of the Business Manager's office, and another committee person designated by the Business Manager for the Union. Any additional members to these committees can be added based on mutual agreement with the approval of the Corporate Joint Safety Committee.

Included in the responsibilities of these Business Unit Joint Safety Committees are:

- Monitors Business Unit safety targets and indicators.
- Develops and oversees the implementation of the Business Unit Safety Plan.
- Recommends safety tools, devices and equipment.
- Conducts ongoing data analysis of accidents and develops recommendations.
- Reviews and conducts accident investigations, as well as proposes appropriate and corresponding prevention activities.
- Prioritizes and coordinates resolution of issues forwarded from the field.
- Recommends changes to safety rules to the Corporate Joint Safety Committee.
- Responds to requests of the Local Joint Advisory Safety Committees.

It is neither the intention of the Company nor the Union to use this program for the purpose of creating work rules governing hours of work and conditions of employment or to relieve the Company of its exclusive responsibility under the Occupational Safety and Health Act to ensure the safety and health of its employees. This Committee will not involve itself in disciplinary action.

It is agreed that the Local Joint Advisory Safety Committees will continue to function in an advisory capacity to the Joint Safety Committee, as outlined in the "Standards and Procedures for the Administration of the Joint Advisory Safety Program".

- c) The Corporate Joint Safety Committee has developed Business Unit Joint Accident Investigation Teams (e.g. SIAT) to conduct accident investigations for all serious accidents. It is our sincere desire that these teams are very seldom activated. That can be accomplished by continuing to work together to ensure that everyone is involved and committed to safety.

The Joint Accident Investigation Teams shall consist of two (2) members representing the Company and two (2) members representing the Union for each Business Unit. Where necessary, additional members may be added to provide necessary expertise by mutual agreement of the Corporate Joint Safety Committee.

The Corporate Joint Safety Committee, with input from the Business Unit Joint Safety Committee, will identify the number of teams and select the members required to provide the necessary coverage for the entire Business Unit.

Considerations:

- Level of experience and familiarity with the type of work done throughout the business unit.
- Necessary teams and location of team members to respond timely, provide coverage for vacations, and other reasons of unavailability.

A serious accident, as a minimum, includes:

- All fatalities.
- All primary contacts.
- All flashes/accidents resulting in three or more injured employees requiring hospitalization.
- Any accident, fire, injury(ies), or near miss which the Business Unit Joint Safety Committee and/or Corporate Joint Safety Committee deem appropriate.

Should a serious accident occur the investigation process will be as follows:

1. Local leadership shall contact the Corporate Joint Safety Committee, Business Unit Joint Safety Committee, and Local Joint Advisory Safety Committee.
2. The decision is made by the Corporate Joint Safety Committee, with input from the Business Unit Joint Safety Committee, to have Accident Investigation Team conduct the investigation.
3. At the accident site, the Team shall hold a briefing with local leadership, Local Union President, and Local Joint Advisory Safety Committee.
4. The Team shall conduct the accident investigation, using Local Joint Advisory Committee as a resource.
5. When the accident investigation is complete, the Team shall hold a briefing with local leadership, Local Union President, and Local Joint Advisory Safety Committee.
6. The Team shall present the investigation to Corporate Joint Safety Committee and Business Unit Joint Safety Committee. Either party has the privilege of terminating this program on thirty (30) days' notice.

46. HOURS OF CONTINUOUS WORK

No employee will be required to work more than sixteen (16) consecutive hours without immediately thereafter having eight (8) hours off-duty. All consecutive hours worked over sixteen (16) shall be paid for at double the straight-time hourly rate. After fourteen (14) consecutive hours of work any employee required to work again without at least eight (8) consecutive hours off-duty, then such additional hours worked shall be added to the fourteen (14) hours or more of continuous work, and such total hours shall be considered consecutive for the purpose of this paragraph. If the hours off-duty fall within or overlap into the employee's regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate. Time off for meals shall be considered as time worked for the purpose of determining consecutive hours.

47. RAIN AND OTHER PROTECTION

- a) All employees required to work in rain or water shall be furnished a rain suit or a raincoat at the employee's option and individual hats and rubber boots suitable for the jobs as required. Employees, when required to work in combustion chambers, gas passages, condenser circulating water passages, exciters, exciter air passages, large induction motors, oil sumps, and tanks, and when required to do spray painting and sandblasting, 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.
- b) Flame Resistant Clothing

The Company will provide each employee, on a yearly basis, in Transmission / Substation, Customer Service and Distribution Business Units, that is exposed to open flame or arcs associated with energized electrical equipment; Six Hundred Twenty-Five dollars (\$625.00) to be used to purchase Electrical Hazard (EH) footwear, flame resistant clothing or other approved PPE apparel from an approved vendor. For work on energized equipment, switching and grounding in PGD and Nuclear Division, the Company will furnish OSHA approved flame retardant clothing for the employees to wear as prescribed by the Joint Safety Committee.

It is agreed that the following classifications and location in lieu of the annual allowance will receive two (2) standard flame resistant shirts or other approved PPE apparel of the same value from an approved vendor on an annual basis. Dispatcher BES, Distribution Dispatcher, Operation Clerk A Steno, Operation Clerk A and Dispatcher Clerk and classifications at Meter Technology Center.

c) Prescription Safety Glasses

The Company will provide reimbursement annually for prescription safety glasses for all employees wearing prescription glasses and whose work environment requires routine use of safety glasses. The annual reimbursement for prescription safety glasses will be One Hundred Twenty dollars (\$120.00).

Only prescription safety glasses with the Z87 logo engraved on the frame are acceptable, (indicating the glasses comply with ANSI Z87 – 1989 requirements). Prescription glasses may be purchased from any vendor and reimbursed through the expense account process upon presenting the receipt.

48. APPRENTICES IN ALL DEPARTMENTS

Recognizing the needs of each Business Unit to keep up with the changing environments, Paragraph 48 has been revised. It is the intent of these changes to allow each Business Unit to develop and administer Apprenticeship training. Business Unit's choosing to use Paragraph 48 should follow the following:

a) The Joint Apprentice Committee

The Company and the Union agree to establish a Joint Apprentice Committee of four (4) members. For the Union, The President of the System Council and the Business Manager or their designees. For the Company, The Vice President of Human Resources and the Director of Labor Relations or their designees. The Joint Apprentice Committee shall be responsible for approving New Craftworkers Apprentice Programs developed by The Business Unit's Joint Apprentice Committee. The Joint Apprentice Committee shall also be responsible for recommending to the Company an effective Apprentice Program, including changes or additions to present Standards, Procedures and Training Material.

b) Business Unit's Joint Apprentice Committee

The Company and the Union have agreed that the Business Units may expand the Joint Apprentice Committee to include specific Joint Apprentice Committee's for each Business Unit (Power Systems, Power Generation and Nuclear).

The Business Unit's Committee will consist of four (4) members. Management representatives will be the Vice President of the Business Unit and the Manager of training of the Business Unit or their designee. The Union representatives will be the Business Manager and a representative of the Business Unit appointed by the Business Manager or a designee.

The Business Units Joint Apprentice Committee will be accountable to the Joint Apprentice Committee.

The Business Unit's Joint Apprentice Committees will be accountable for the administration and approval of the Apprentice programs.

1. The Business Unit's Joint Apprentice Committee shall develop the Standards, Procedures and Training Material for a New Craftworkers Apprentice Program. The new program will then be recommended to the Joint Apprentice Committee for approval.
 2. Each Business Unit's Joint Apprentice Committee shall maintain an Apprentice Standard and Procedures Manual for all approved Apprentice programs in their Business Unit. The Apprentice Standards and Procedures will consist of but will not be limited to the following:
 - Eligibility.
 - Training Scope.
 - Testing and Certification.
 - Training Ratios.
 - Program Administration.
 3. Each Business Unit's Joint Apprentice Committee shall administer the Approved Training Material for its Apprentice Programs.
 4. As the need for Apprentice programs are identified by the Business Units, subject matter experts shall be jointly selected to aid in the programs development and shall be appointed by the Business Unit's Joint Apprentice Committee. The Business Unit's Joint Apprentice Committee will be accountable for the development of the new program.
- c) New programs or changes to the existing programs that have an effect on the intent of the Memorandum of Agreement shall be reviewed for approval by the Company and Union Negotiation Committee.
 - d) Either party has the privilege of terminating the program on thirty (30) days' notice. It is agreed that this Agreement will be amended to include mutually agreed lines of progression. If the Apprentice Training Committee is terminated by either party, the lines of progression will be automatically terminated
 - e) Business Unit's Joint Apprentice Committee may establish Local Joint Apprentice Committees for each work headquarters with Apprentices. Local Committees shall be accountable to

administer the approved Apprentice programs. The Local Joint Apprentice Committee will be accountable to the Business Unit's Joint Apprentice Committee.

1. The Local Committee will consist of two members. Management's representative will be the Work Location Manager or their designee. The Union representative will be the Local Union President or their designee.
2. The Local Joint Apprentice Committee shall administer the Approved Standards, Procedures and Training Material for the Apprentice Programs at the work headquarters.

Note (1) See Power Systems supplemental.

Note (2) For Nuclear Division Paragraph 48, see Nuclear supplemental.

48.1 SHOW-UP/ITINERANT

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental

48.2 OMITTED

49. HOURS WORKED PER WEEK BASED ON PAY SCALE IN EXHIBIT "A"

- a) "Hours worked" shall include only time actually at work or on duty, including the time required to stand by, prepared to go to work at a specified place in a given locality.
- b) Wages shall be paid biweekly.

50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems and Customer Service supplemental.

51. EMPLOYEES – RELEASE FOR UNION AFFAIRS – REEMPLOYMENT

Except in cases of emergencies, any officer or member of the Union whose services are required in connection with Union affairs shall upon written request by the Union, be made at least two (2) days in advance, be released without pay, provided that not more than three (3) employees from each Local Union [upon mutual agreement between the Union and the Company there may be more than three (3)], the four (4) officers from the System Council and the five (5) members of the System Committee

shall be so released at the same time. Insofar as practicable, the Union will hold its meetings at such time and place as will require the least number of employees to be absent from their headquarters during regular working hours. Release of this nature shall not exceed fifteen (15) days in any calendar year, except additional time may be granted by mutual agreement; provided, however, any employee of the Company who is a member of the Union and is covered by this Agreement and who is elected or appointed to any full-time office in the Union shall, upon the employee's retirement from such office, be reinstated to the employee's former position in the Company or one as fully comparable, "or to any specific job which the employee could have successfully bid under Paragraph 17", with full seniority rights in the department of the Company in which the employee was formerly employed, provided the employee presents themselves for reemployment within thirty (30) days from the date the employee is retired from said office and the employee is still qualified both physically and mentally and has the skill and other qualifications to perform the work required.

When an individual is elected or appointed to a full or part-time position with the Union including regular Company employees on Union business, they will be coded as a Leave of Absence (in the classification held immediately prior to release on leave of absence) but will continue to be considered full-time employees of the Company with regards to employee benefits and communications. They will continue to be afforded benefits provided to other Bargaining Unit employees. Any communication or benefit statement provided to Bargaining Unit employees shall be sent to these employees also.

Life Insurance and Long Term Disability coverage continues as though they had not gone on leave. These employees would be required to pay any required premium to maintain the elected coverage above the basic coverage furnished to the Bargaining Unit employees without cost. The coverage will be based on the current Exhibit "A" rate of pay for the employee's classification.

Medical and Dental coverage for these employees on Paragraph 51 leaves will continue with those options as selected by the employee. The employee shall be billed for the employee and dependent portion of the premium on a regular schedule. The Union Office Clerical Staff shall also be allowed to elect coverage in the same manner however the Union shall make the payment for the coverage paid by the Company.

Retirement savings plan participation shall be allowed for those employees on Paragraph 51 leaves. The participation shall be in the post-tax option and all other benefits of the plan will be unchanged. The matching funds normally made to the fund on behalf of the employee shall be made by the Union and contributed upon billing.

Pension participation will continue as a full-time employee. Pension vesting, funding and participation shall continue, with the employee on Paragraph 51 leave continuing to accrue seniority, years of service and the wages afforded in Exhibit "A" for the employee's listed classification. All credits due a Bargaining Unit employee shall be given to the employee on Paragraph 51 leave, to include interest credits, basic credits (if applicable) and transition credits (if applicable). All applicable options within the Pension Plan shall be afforded to the employee on a Paragraph 51 leave. If the Company is required by the rules of the United States Government or its Agents to contribute to the plan to keep it solvent, the Union shall make the appropriate contribution for those who are on a Paragraph 51 leave.

52. EMPLOYEES – PROMOTIONS OUTSIDE AGREEMENT – REINSTATEMENT

Any employee accumulating seniority rights under Agreement between the parties hereto who has been promoted or assigned from a Bargaining Unit position in the Company to a position not covered by this Agreement shall, upon the employee's return, in good standing from said position, be reinstated to a position lower than a Craftworker classification, with seniority rights in the department of the Company in which the employee was formerly employed, provided the employee is in good standing and still qualified both physically and mentally and has the skill and other qualifications to perform the work required.

Furthermore, it is understood that these employees' seniority will be frozen (no more accumulation of seniority) as of Dec. 5, 1994, the effective date of this Agreement. During the period of such promotion or assignment, the employee shall not have a right to bid on jobs covered by this Agreement. Return shall be effected at the request of the employee.

As of January 11, 1994, any employee accumulating seniority rights under this Agreement who may in the future be promoted to or assigned to a position in the Company not covered by this Agreement shall have six (6) months in which to decide whether the employee is suited for that position. Within this six (6) month period, upon written request of the employee, the employee may be reinstated to the employee's former position, or an equivalent or lower position with full seniority rights (as though the employee had continued to work in a position under the Agreement) in the Department of the Company in which the employee was formerly employed provided the employee is still physically and mentally qualified, has the skill and qualifications to perform the work required, and has higher seniority than the junior person in the classification at the employee's work location.

An employee choosing to return to a Bargaining Unit position within the six (6) month period shall do so in a manner which does not initiate a roll or displacement of existing employees. The employee in question shall be absorbed into the compliment until normal attrition creates a reduction to the workforce. In an unusual situation, where an extreme condition may be created, the parties shall address a condition which would create overstaffing in any location. If the Company and Union are unable to reach a solution to the overstaffing condition, the returning employee shall roll the junior employee in the classification.

Failure of the promoted employee to provide the Company with written notice of the employee's intent to return to the Bargaining Unit within the first six (6) months following the employee's promotion as described above, will result in these employees forfeiting any and all opportunities to reenter the Bargaining Unit through rolling. If reentering, per the provisions of Paragraph 20 (n) of the Memorandum of Agreement, the employee shall return with no Bargaining Unit seniority. During the period of such promotion or assignment, the employee shall not have a right to bid on jobs covered by this Agreement. Retirement may be effected upon request of either the employee or the Company.

53. EMPLOYEES' ADDRESSES

All employees covered by this Agreement shall keep their working headquarters informed at all times of their home or living quarters address, and telephone number, so that they may be reached promptly in the event of an emergency requiring their services.

ARTICLE VI

TERM, EXTENSION AND MODIFICATION

54. APPROVAL, EFFECTIVE DATE AND TERM

- a) This Agreement, as amended, when signed by the Company and the Union and approved by the International President of the Union and the President of the Company, shall become effective upon ratification unless specifically noted in the proposal voted on and ratified by the membership.
- b) This Agreement shall remain in effect through January 31, 2022. It shall continue in full force and effect from year to year thereafter from January 31, 2022, through January 31, of each year thereafter, unless changed or terminated in the way later provided herein.
- c) Wage rates set forth in Exhibit "A" attached hereto become effective as indicated therein.

55. CHANGES AND TERMINATION

Either party may request changes in this Agreement or may terminate this Agreement on January 31, 2022, or on any January 31 anniversary date thereafter by notifying the other at least sixty (60) days prior to January 31, 2022, or January 31, of any year thereafter.

56. AMENDMENTS

- a) This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as this Agreement, and be approved by the International President of the Union and the President of the Company.
- b) In the event the Company reorganizes so that one or more of the Business Units (e.g. Power Generation, Power Delivery, Nuclear, or Distribution) become separate affiliated companies, the Union, upon request by the Company, will endeavor to negotiate a separate labor agreement or agreements for the new Company or companies. Further, upon the Company's request, the Union agrees to reopen the existing agreement if retail competition legislation is enacted.

56.1 MEMORANDUMS OF UNDERSTANDINGS, LETTERS OF INTENT, AND STIPULATIONS OF AGREEMENT

- a) During the process of negotiations, resulting in this Agreement, the parties entered into the review of all Memorandums of Understandings, Letters of Intents, and Stipulations of Agreements known to exist as a record or documentation of a condition between the parties. As a result of this endeavor, the collective bargaining agreement, or Memorandum of Agreement (M.O.A.), was amended to reflect those conditions within the body of the M.O.A. either by incorporating the agreement as a whole or by incorporating language to create the exact condition. It is understood and agreed between the parties that these documents are to become a matter of record and may

be referred to by either party to clarify any issues or disputes that may arise. The parties recognize the necessity of the continuation of the process to document agreements reached which address specific concerns, issues or contract interpretation which otherwise may create disharmony either in the relationship between the Company and the Union, or to the delivery of services which the Company provides to its customers.

Upon the effective date of this Agreement and thereafter, these agreements will be created according to the following process:

1. The agreement will identify the date of signing, date of implementation, and, if applicable, the date upon which it sunsets.
 2. The agreement will specifically identify the relevant Business Unit, work site or location, group or segment of the workforce to which it pertains.
 3. The agreement shall contain a brief explanation of the purpose and intent of the conditions it sets forth, as well as the relevant paragraph to which it pertains.
 4. The agreement shall be signed by the Director of Labor Relations and the Business Manager of System Council U-4, and shall be assigned a number as reference and upon expiration be retained as a matter of record or be incorporated as contract language during the negotiation process.
- b) The process of identification applied to all agreements in accordance to this provision, shall be created to provide the development of a system of identification for future reference. The reference system shall provide for document recall by issue, business unit or date. Once established, the Union shall be provided with access to this record resource.

57. DISCLOSURE CLAUSE

The Company shall meet annually with the Union, at which time it shall provide the Union with copies of all 5500 forms it has filed, actuarial evaluations of the Pension Plan, claims experience of claims paid under the Life, Health, and Dental Insurance Plans, and other reasonable information which the Union shall request, and shall explain and discuss all items provided with the Union.

The Life Insurance, Medical/Prescription Drug, Dental, Pension Plans and Retirement Savings Plan benefits for all active Bargaining Unit employees are subject to negotiations. The continued existence of this Plan, however, is contingent on continued approval by all State and Federal agencies. It is agreed that the Medical/Prescription Drug and Dental benefits are subject to periodic review and revision at interim periods for the duration of this Agreement.

Effective October 16, 2008, the Company and the Union agree that the minimum Medical Plan reserve level will be equal to 1.5 times the average of the last 12 months of claims plus retention excluding administrative expenses. Therefore, if at any time the medical reserve balance goes below the new minimum reserve level, the Company and the Union will agree to an increase in premiums, benefit redesign or a combination of both, which will be calculated on the basis that the reserve level will not dip below the new stipulated minimum reserve level (1.5 times the average of the last twelve months of claims plus retention). If, at any time after the Medical Plan reserves are equal to or less than 1.0 times the average of the last 12 months of claims plus retention excluding

administrative expenses, the Company and Union actuaries will determine what increase would be necessary to return the reserve level to 1.5. If there is no agreement, then the increase shall be the average of the 2 premium levels determined by the Company and Union actuaries. Such increase will be effective the first of the month following when the reserve reaches the 1.0 level. The premiums will be determined at the same pro-rata basis as previously established. Should the medical reserve level exceed 2.0, the Company and Union will meet to discuss adjustments in both parties contributions to be effective on the first of the next calendar year to reestablish the 1.5 reserve level. The Company and the Union agree that premiums will be adjusted based on reports and recommendations of the Company's and the Union's Actuaries after they have reviewed the premium and claim experience.

Bargaining Unit employees are directed to the Bargaining Unit Employees Benefit Handbook for more comprehensive information in regard to benefit levels and conditions. This provision hereby incorporates the Bargaining Unit Employees Benefit Handbook as part of this Agreement. It is understood that such incorporated language is strictly limited to the mandatory conditions of the collective bargaining process that has been negotiated with the Union.

58. CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS

- a) Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with any mandatory State or Federal Laws or Executive Orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal Laws or Executive Order shall prevail.
- b) If the amendment known as the "Right to Work" amendment of the Florida Constitution is held by the United States Supreme Court as being not applicable to the Maintenance of Membership provisions of this Agreement, then this Agreement shall be automatically amended by the elimination of Article III as written above and the putting in its place of Article III of the now terminated April 29, 1946, Agreement between the Company and the Union as originally written.

59. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The terms and conditions of this Agreement are applicable to all employees covered hereunder without regard to race, age, color, religion, sex, national origin, disability, or because an individual is a disabled veteran or a veteran of the Vietnam Era.

Whenever a word, title, or term (e.g. "the employee's", etc.) is used in the Agreement, it shall be construed to include both persons of male and female gender.

In witness whereof, the parties hereto have set their hands and seal this 4th day of June 2020.

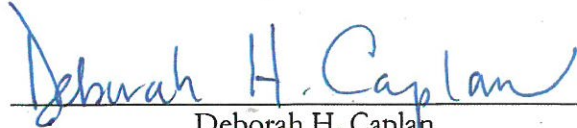
Florida Power & Light Company

By:



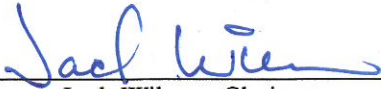
Kelly D. Tveter
Director, Labor Relations

Approved:

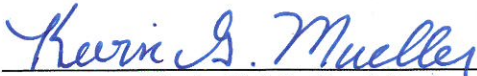


Deborah H. Caplan
Executive Vice President,
Human Resources and Corporate Services

The International Brotherhood of Electrical Workers, System Council U-4 by Negotiating Committee:



Jack Wilson, Chairman



Kevin G. Mueller, Member



Jose Castellanos, Member



Phil Davis, Member



Larry Bryan, Member



Mario L. Menir, Member



Approved:

Lonnie R. Stephenson
International President

EXHIBIT “A” HOURLY WAGE SCHEDULES and NOTES

- Note (1) See Nuclear supplemental.
- Note (2) See Power Generation supplemental.
- Note (3) See Power Systems supplemental.

EXHIBIT “A” ABBREVIATIONS

Abbreviations suffixing classifications in Exhibit “A” indicate the applicability of such classifications as follows:

LC – Lake City	MC – MacClenny
ME – Miami	ML – Melbourne
PL – Palatka	SA – St. Augustine
SN – Sanford	SR – Stuart
TI – Titusville	SDM – South Division Meters

CLASS “AA” PLANTS

PFM - Fort Myers	PTF - Turkey Point Fossil
PMT - Manatee	DBEC- Dania Beach Energy Center
PEEC - Port Everglades Energy Center	PMR - Martin
RBEC - Riviera Beach Energy Center	OCEC Okeechobee Clean Energy Center
PSL - Saint Lucie	PSR - Sanford
PTN - Turkey Point Nuclear	CCEC - Cape Canaveral Energy Center
	WCEC - West County Energy Center

EXHIBIT “A” INCREASES IN PAY EVERY SIX MONTHS TO MAXIMUM

Increase in pay shall be made in steps as indicated, at intervals of six (6) months, up to the maximum rate within each classification.

EXHIBIT “A” SHIFT DIFFERENTIALS

- Note (1) See Nuclear supplemental.
- Note (2) See Power Generation supplemental.
- Note (3) See Power Systems supplemental.

EXHIBIT “A” FIRE BRIGADE INSURANCE – POWER GENERATION / NUCLEAR DIVISION

- Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) Exhibit "A" Craftworkers on Boilers has been deleted.

EXHIBIT "A" NEW EMPLOYEES AND PROMOTIONS

New employees or employees promoted to a higher classification shall be paid at the minimum rate of the classification to which they are assigned or promoted unless their qualifications and previous experience entitle them to a higher rate than the minimum, in which case they will be paid such higher rate between the minimum and maximum as their qualifications and experience entitle them, provided however, that a thirty (30) day trial period at the minimum rate within the classification may be used to determine their qualifications and experience. When an employee is promoted to a higher classification, except to the Apprentice classification, the employee will receive at least Fifteen Cents (\$0.15) per hour increase in pay, but not to exceed the maximum rate of such higher classification.

When an employee is promoted to the Apprentice classification, the employee shall be placed in the rate range to which the employee's previous experience entitles him/her; however, the employee will not have the employee's pay reduced. If in not having the employee's pay reduced results in a higher rate range than the employee's previous experience entitles the employee, the employee will not receive the regular six (6) months increases until the employee's normal progressions, based on credit for experience and time in the Apprentice classification, entitles the employee to progress higher in the Apprentice rate range.

When an employee is temporarily relieving in a higher classification, the employee will receive at least Fifteen Cents (\$0.15) per hour increase in pay, but not to exceed the maximum rate of such higher classification.

Except as provided in Paragraph 48(h), promotions to higher classifications can only be made as vacancies occur or as additional employees are required in the higher classifications.

EXHIBIT "A" PAYROLL DEDUCTIONS FOR UNION DUES

The Company agrees, upon the written individual request of any employee covered by this Agreement, 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 the employee shall specify as payable to the Union.

Payroll deductions for Union dues can be increased by notification to the Company of the Local Union's decision to do so.

This notification must be through certified mail from the acting Local's Financial Secretary, and must arrive at the Company prior to the fifteenth (15th) of the month, preceding the month in which the change is to take effect. Deductions will be limited to two rates. "A" membership and "BA" membership, per Local Union at any one time.

New authorization cards will be designed to accommodate this proposal. These new cards must be signed by any employee wishing to continue the automatic deduction of Union dues. Upon the

effective date of the new authorization cards, all previous authorizations for deductions of Union dues will be automatically rescinded.

MISCELLANEOUS - GENERAL

TEMPORARY LOSS OF DRIVING PRIVILEGE / LOSS OF CDL LICENSE

Scope: It is the intent of this provision to describe the conditions that shall apply when an employee loses the ability to operate a motor vehicle. This provision shall apply for either a medical purpose or a motor vehicle violation. This provision shall not supersede, substitute for, inhibit or restrict the Company's policy and practice in regard to "Essential Job Functions". This provision makes no guarantee of benefit if an employee may lose the driving privilege as a result of criminal activity, including misdemeanor or felony charges and subsequent litigation. It is the sole intent of this provision to address a situation where the ability to operate a motor vehicle, and maintain a valid operator's license, is lost on a temporary basis of twelve (12) months or less.

Notification: An employee who, becomes aware that his/her driving privilege has been revoked, shall notify their Supervisor in a written statement as soon as reasonably possible but no later than the employee's first day after reporting to work, following the loss of privilege. The statement shall include the following:

- Reason for such loss.
- The effective date beginning the suspension of driving privilege.
- The probable date that privilege will be restored, if known.
- The employee shall include copies of any supporting documentation, medical statements, court records, etc.

Duties:

The employee shall continue to perform those duties and responsibilities, other than driving Company vehicles, within their designated craft, current location and will continue to receive their current rate of pay. It is not the intent to remove an employee from their classifications, but exceptions may occur when the majority of an employee's duties are driving. When deemed appropriate, the Company may require the restricted employee to operate vehicles when not on a public thoroughfare.

Overtime:

An employee shall remain on the overtime list but will not work call out overtime unless all employees in the appropriate classification have been called. The employee will be eligible for holdover and prearranged overtime, including scheduled overtime with less than twelve (12) hours' notice, if the driving restriction is not applicable.

Safety:

The Safety of the employee and the Safety of those employees working with and around that employee shall be a factor in the assignment of duties.

Duration twelve (12) months or less:

If an employee has the driving privilege restored within the twelve (12) month period and has been moved within the craft, the employee shall be reinstated to their former classification.

Duration twelve (12) months or more:

If at the end of the twelve (12) month period, an employee has not had the driving privilege restored in accordance with the requirements of their job, that employee may exercise one of the following options.

1. An employee shall be granted a leave of absence upon request, for up to one (1) year, beginning with the expiration of the original twelve (12) month retention period.
2. An employee may bid a classification where the requirement for a license or a certain class of license is not a requirement at the appropriate rate of pay and benefits applicable to the new classification.
3. Or be assigned to a classification where the ability to operate a vehicle is not a requirement. The employee will receive the appropriate rate of pay and benefits applicable to the newly assigned classification. In the process of assigning a position in accordance with this provision, the Company will make an effort to keep the employee in the original location, if possible. If the employee is unable to be placed in the original location the Company will find a location in near proximity to the original location.

If the employee is beyond twelve (12) months from date of revocation of driving privilege and the employee has the license restored, the employee shall be returned to the classification held at the time the privilege was lost. The classification may or may not be at the location at which the employee was disqualified.

An employee who has exercised either option two (2) or three (3) above may be allowed to relieve and work overtime in a relieving classification requiring a CDL if the driving restriction is not applicable. All qualified employees must be given the opportunity to relieve before the restricted employee.

An employee who has a subsequent loss of driving privilege within three (3) years from the date of first occurrence, other than for medical reasons, shall be subject to steps one (1) through three (3) as if beyond the twelve (12) month period.

MEMBER ASSISTANCE PROGRAM

The FPL Employee Assistance Program shall include an enhanced Member Assistance Program (MAP) which would work closely with and under the direction of the Company Employee Assistance Program to help both our employees and the Company. Under the following conditions:

Coordinators:

- a) There will be two (2) Coordinators selected by the Company representative, Director of Labor Relations, and the Business Manager, System Council U-4.
- b) The persons selected will come from the Bargaining Unit and must be satisfactory to the Company's Employee Assistance Program Administrator.

- c) In the event a person jointly selected by the Company representative and the Business Manager is not acceptable to the Employee Assistance Program Administrator, the Company representative and the Business Manager shall identify another person for submittal to the Administrator, until an acceptable person is found.

Coordinators salary and term:

- a) Coordinators shall be paid at the top of the bracket of Distribution Instructor rate.
- b) Coordinators shall receive pay increases to which they are entitled under the Memorandum of Agreement in effect during their tenure as Coordinators.
- c) Overtime will be paid by the Company for Member Assistance Program imposed overtime; for Business Unit imposed overtime; and by the Union if imposed by the Union. However, overtime imposed by Member Assistance Program duties must be approved by the Employee Assistance Program Administrator may be compensated by appropriate time off in the sole discretion of the Company.
- d) Coordinators will serve for a period of three (3) consecutive years unless removed by the Employee Assistance Program Administrator, in his discretion, for purposes of workload or other reasons. Except that after one (1) year of service as a Coordinator, he or she may be released at his or her request, to bid another job.
- e) Member Assistance Program Coordinators would maintain their seniority rights. Since the Member Assistance Program job assignments are not covered by the Memorandum of Agreement these positions would be protected from any bidding, rolling, or other displacement under the Memorandum of Agreement.
- f) At the end of a Coordinator's three (3) year term the Coordinator would return to the Bargaining Unit in accordance with the Memorandum of Agreement.

Coordinator's duties and training:

- a) Member Assistance Program Coordinators would plan their outreach and intervention activities in conjunction with the FPL Employee Assistance Program Administrator. They would have access to the Employee Assistance Program Managed Care resources and would be involved in planning future improvements to the behavioral care benefits plan design.
- b) Clinical training and supervision of the Member Assisted Program coordinators would be the responsibility of the Company Employee Assistance Program.

Changes and termination:

- a) In the event the Company changes the policy or any portion of it during the term of this Agreement, the Company shall provide employees with notice of the changes, and a courtesy copy to the Union, at least ten (10) days prior to implementation of those changes.
- b) Either the Company or the Union may terminate this policy by giving the other forty-five (45) days written notice.

MISCELLANEOUS NOTES

- Note (1) For Welding Program, see Power Generation supplemental.
- Note (2) For Subsequent to 1955 Negotiations Cleaning Policy In Class "AA" Plants, see Nuclear and Power Generation supplements.

- Note (3) For Letter of Intent (Training Schools outside the State of Florida), see Nuclear, Power Generation, and Power Systems and Customer Service Supplemental, Paragraph 41.
- Note (4) For Miscellaneous Transmission Crews, see Power Systems supplemental.
- Note (5) For Transmission and Distribution, see Power Systems supplemental.
- Note (6) For Miscellaneous Assignments for Storm Training and Restoration, see Power Systems and Customer Service supplemental.
- Note (7) For Miscellaneous Welding of Aluminum Bus Structure; see Nuclear and Power Generation supplements.
- Note (8) For Direct Burial Systems see Power Systems supplemental.
- Note (9) For Letter of Agreement (Gloving), see Power Systems supplemental.
- Note (10) For Amendment to Letter of Agreement (Gloving). see Power Systems supplemental.
- Note (11) For Meter Electrician A and Meter Electrician B, see Power Systems and Customer Service supplemental.
- Note (12) For Nuclear Division Addendum, Nuclear Operations Career Path, see Nuclear supplemental.
- Note (13) For Temporary Employees (Nuclear Division) see Nuclear supplemental.
- Note (14) For Operators Standard Clothing-Nuclear Plants see Nuclear supplemental.
- Note (15) For Jr. Radiation Technologist Training Agreement, see Nuclear supplemental.
- Note (16) For Instrument Control Specialist Digital Nuclear Training Center, see Nuclear supplemental.
- Note (17) For Instrument and Control Specialist and Instrument and Control Specialist Digital assigned to Security Maintenance Turkey Point Nuclear Plant, see Nuclear supplemental.
- Note (18) For Nuclear Air Conditioning Work Agreement, see Nuclear supplemental.
- Note (19) For Nuclear Division Composite Crew, see Nuclear supplemental.
- Note (20) For Nuclear Division Use of Tools by Nuclear Operators, see Nuclear supplemental.

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35. SCHEDULES OF WORK

- a) (1) The regular schedule of non-shift employees in the Nuclear Division will be five (5) consecutive days of eight (8) consecutive hours (exclusive of mealtime) per week, between the hours of 7:00 AM and 6:00 PM Monday through Friday except as provided in Subparagraphs (a)(6), (c) and (d).
- a) (2) The Company and the Union agree to establish Special Maintenance classifications to include Mechanical, Electrical, Instrument, Helper and Utilityworker within the Nuclear Division.
- Special Maintenance Employees may be scheduled to work eight (8) consecutive hours during any five (5) days per week provided those hours of work will coincide with the following established shifts:
 - 7:30 AM to 3:30 PM
 - 3:30 PM to 11:30 PM
 - 11:30 PM to 7:30 AM
 - 10:00 PM to 6:00 AM

The Company agrees that rest days for Special Maintenance employees will be consecutive.

- It is agreed that schedules may be changed with twenty-four (24) hours' advance notice; however, such changed schedules shall remain in effect for more than four (4) workdays.
- It is agreed that Special Maintenance personnel, in Nuclear Division, will be supervised by an appropriate Maintenance Lead; e.g., Maintenance Mechanic under Maintenance Lead, Electrician under Chief Electrician, Instrument Mechanic will work for a Results Supervisor, the same as they do now e.g., the General Maintenance Leader will direct employees from the following disciplines; Mechanics, Machinist, Electricians, Utilityworkers. In accordance with the current practice, Instrument and Control Specialists will work for the Results Supervisor; provided, however, that Instrument and Control Specialists, Health Physics and Operation employees, etc. may report to the General Maintenance Leader on an as needed basis.
- Special Maintenance employees in the classifications of Craftworkers and below shall not exceed a one to two ratio to the corresponding regular and itinerant classifications of Craftworkers and below on the payroll for the department.
- In the event of a temporary absence within a Special Maintenance classification the Company agrees to temporarily relieve only from the personnel within the Special Maintenance classifications.
- Temporary vacancies in Operator shift schedules will not be filled by Special Maintenance employees.
- Special Maintenance personnel will not be scheduled to work any two (2) straight-time workdays back to back; e.g., sixteen (16) continuous hours of work at the straight-time rate.
- All Special Maintenance classifications in the Nuclear Division shall receive a premium of fifty cents (\$0.50) per hour in addition to their regular hourly rate of pay for the day shift schedule only; all other scheduled shifts shall receive a premium equal to the appropriate shift differential in addition to their regular hourly rate of pay.
- For the purpose of overtime meals only, employees regularly assigned to a Special Crew will be considered as shift workers.
- When Special Maintenance Crews are posted, the initial regularly scheduled hours and workday will be included on the job posting. When a vacancy occurs at a location where there

are more than one of the above mentioned crews, Special Crew employees at that work headquarters (except employees who possess special skills or qualifications as the Company deems necessary) will be offered the opportunity to fill the vacancy in order of seniority. The remaining open shift will be posted.

a) (6) **TEN HOUR, FOUR DAY WORKWEEK**

A schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented for non-shift personnel in Nuclear Energy. The four (4) days schedule will be inclusive of the employee's regular five (5) day workweek. This schedule will be implemented as deemed necessary by the Company with at least three (3) days' notice and the Company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement. During the startup phase of new and repowered power plants, this schedule may apply to all employees at the site and may include either Saturday or a Sunday as part of their normal shift. Startup phase is defined as beginning with the initial staffing of plant personnel and continuing until the units are declared "Commercial."

Vacations:

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for ten (10) hour work period would be charged ten (10) hours vacation).

Holidays:

In a week with a holiday, employees on a ten (10) hour, four (4) day schedule may be rescheduled to an eight (8) hour, five (5) day workweek or the holiday will be taken the same as vacation. The employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours "employee request" (not paid). A floating holiday will be taken the same as vacation; the employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours "employee request" (not paid).

Employee Illness – Death in Family – Serious Illness in Family:

To such extent the employee shall be paid the employee's salary for each regular scheduled workday lost up to eight (8) hours [four (4) day ten (10) hour schedule shall be paid ten (10) hours] because of such bona fide illness. Pay for bona fide illness shall not be cumulative and no employee shall receive sick leave pay for more than forty (40) hours in any one (1) week.

Jury Duty – Court Service – Voting:

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that "eight (8)" shall be replaced by "ten (10)."

Meals:

If an employee has not previously earned a meal, a meal will be earned after eleven (11) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work. All other meals paid will be in accordance with Paragraph 41 of the Memorandum of Agreement.

b) (1) The regular schedule of operating employees in power plants and all departments regularly scheduled to work in shifts (either overlapping shifts, two-shift or three-shift operation) will be

five (5) days of eight (8) consecutive hours per week provided, however, that the regular schedules may be changed upon twenty-four (24) hours advance notice. The schedule of any shift individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee's Supervisor. Sunday and holiday work may be regularly scheduled, however, whenever possible, rest days shall be consecutive.

- b) (2) During the initial startup of a unit(s), operators may be assigned to a schedule of eight (8) consecutive hours, (exclusive of mealtime), per day until such time that a two (2) or three (3) shift operation schedule is established on that unit.
- b) (3) Except as provided in Paragraph 35(c), Operators or Helper when scheduled on maintenance and reassigned without notice to operations during the day shift will retain the same quitting time as maintenance employees and will be paid at the overtime rate for any time worked outside the work schedule for maintenance employees. Operators, when scheduled to work on the day shift in operations and are reassigned without notice to work in maintenance will be paid at the overtime rate for hours worked outside the work schedule for operating employees on the day shift.
- b) (4) Additionally, an operating employee will be allowed the option to work a holiday tied to vacation when there are rest day(s) between the employee's holiday and vacation day(s). The decision to work the holiday must be mutually agreed to and noted on the annual vacation schedule (Dream Sheet).
- c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:

When one or more units are scheduled under either Paragraph 35(c) (1) or 35(c) (2), they may be defined on one posting. This posting will define the work to be performed, the employee's hours and days of work, and under which Subparagraph of Paragraph 35(c) the work is being scheduled. Employees under this condition will be allowed to work on any of the posted units on their posted schedule.

Where only one unit is posted under either Paragraph 35(c) (1) or 35(c) (2) and subsequently a new unit(s) requires work to be performed under either Paragraph 35(c) (1) or 35(c) (2), a new schedule will be posted. This posting will define the scope of work, the hours and days of work, and under which Subparagraph of Paragraph 35(c) the work is being performed.

The overtime list will be used to make assignments unless the entire classification is being assigned equivalent hours, or no overtime work is planned. Such rescheduled employees may be assigned to any shift needed, and will be paid the equivalent of the operator's shift differential. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hour notice was not given, shall be paid for at one and one-half (1 1/2) times the regular straight-time hourly rate until the expiration of the twenty-four (24) hour notice. Such rescheduled employees will be paid at their respective overtime rates plus appropriate shift differential for any work done on their respective normal days off.

- c) (1) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) to handle jobs which will require more than four (4)

days for completion on a rush basis. For the purpose of this paragraph, “rush basis” means the work will be scheduled at least six (6) days per week.

- c) (2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of four (4) days. An individual will not be required to work an assignment of this type more than one time during a pay period.
- d) A Watch Person may be assigned such schedules as work and duties may require and will be paid overtime for hours worked in excess of forty (40) hours per week.
- e) In connection with the overtime hour’s provisions of Subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:
 - 1. All hours over forty (40) per workweek.
 - 2. All off schedule work.

Overtime hours will be paid, except as otherwise provided for herein, at one and one-half (1 1/2) times the regular straight-time hourly rate. There shall be no compounding of overtime or premium pay; namely, duplication of premium or overtime payment.

- f) For planned work involving overtime, in Nuclear Division schedule for non-shift employees shall be considered changed when both the starting and stopping times are changed for two (2) consecutive days or more regardless of the number of hours worked per day. In these cases, the first eight (8) hours within the period 7:00 AM to 6:00 PM shall be the regular schedule.
- g) It is further agreed that from time to time employees regularly assigned to a schedule outside the hours of 7:00 AM to 6:00 PM may be rescheduled for the Company Orientation Program, Apprentice Instructor Meetings, Switching Schools, Continuing Training, or other occasions that must be mutually agreed upon between the Company and Union prior to any rescheduling. Such employee will be rescheduled to a workweek as follows:

Saturday and Sunday off, and Monday through Friday on the regular day schedule for the period of the meeting.

Such rescheduled employee will assume the same hours as is determined by the day schedule (this may include time out for meals) and remain on the day schedule for a minimum of five (5) days or multiples thereof unless by mutual agreement between the employee and the employee’s Supervisor, the employee is reassigned to the employee’s previous schedule.

TWELVE (12) HOUR SHIFTS

The twelve (12) hour shift schedule will be offered at those locations selected by the Company. Seventy-five percent (75%) of the Bargaining Unit employees affected by the schedule change must vote in favor of the twelve (12) hour shift in order for implementation at that location. The hours of work for shift coverage will be 6:30 AM to 6:30 PM and 6:30 PM to 6:30 AM. Voting will be

administered by the Chief Job Steward and the Supervisor at the affected location. The Company and Union will review this process each year to improve its effectiveness.

Once a twelve (12) hour shift has been voted into a work location, it will remain in effect for a minimum of one (1) year. After that the Bargaining Unit employees can petition for a vote with the signatures of eighty percent (80%) of the Bargaining Unit employees affected. The vote would be administered the same as above.

Vacations:

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a twelve (12) hour work period would be charged twelve (12) hours vacation).

Additionally, an individual on the twelve (12) hour shift schedule will be allowed the option to work a holiday tied to vacation when there are rest day(s) between the employee's holiday and vacation day(s). The decision to work the holiday must be mutually agreed to and noted on the annual vacation schedule (Dream Sheet).

Holidays:

Holiday Worked:

- Employee receives eight (8) hours of holiday pay plus the number of hours worked within their normal schedule which will be paid at one and one-half (1 1/2) times the employee's normal hourly rate.

Holiday Not Worked:

- Employee receives eight (8) hours of holiday pay and straight-time pay for the difference between the employee's normal schedule hours and the eight (8) hours holiday pay.

If a Company observed holiday falls on the Monday or Thursday of the requalification training week and the Licensed Operator is required to work the Monday or Thursday observed holiday, the Licensed Operator may submit for and can be approved to take vacation for the scheduled shift prior to Monday or following Thursday. This allows the Licensed Operator to meet the NRC training requirements.

As per Paragraph 36, all off-scheduled hours worked on days the employee observes as a holiday shall be paid at the double time rate. When an employee has more than four (4) consecutive days off, and the holiday falls on one of these days off, the closest scheduled workday will be observed as the holiday. The holiday will be observed on the last scheduled workday if the holiday falls on the middle day of an odd number of days off. Holiday pay can be taken as additional hours of vacation either the current or following year at the employee's request.

Employee Illness – Death in Family – Serious Illness in Family:

Employee illness-death in family shall be taken consistent with Paragraph 6 of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an eligible employee who is absent due to a bona fide illness who is regularly scheduled to work twelve (12) hours, will be charged twelve (12) hours sick leave).

Jury Duty:

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that “eight (8)” shall be replaced by “twelve (12)”.

Schedule of Work (Paragraph 35):

- b) The regular schedule hours of work for operating employees will consist of seven (7) workdays in a normal two-week pay period. Three (3) workdays will be scheduled in one week with four (4) workdays in the other. Every 5th week will consist of a four (4) day thirty-two (32) or forty (40) hour training week, normally scheduled on days. The maximum normal schedule length will be twelve (12) hours. A minimum of four hundred eight (408) total equivalent straight-time hours will be scheduled during each ten (10) week rotation. Regular schedules can be changed upon twenty-four (24) hours' advanced notice. Sunday and holiday work can be regularly scheduled.
- e) In connection with the overtime hour's provisions of Subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:
1. All hours worked over thirty-two (32) hours in the scheduled thirty-two (32) hour Training Week.
 2. All hours worked over thirty-six (36) hours in a three day workweek.
 3. All hours worked over forty (40) hours during any workweek. Sick leave, vacation, and holiday hours will not be considered as hours worked for overtime purposes.
 4. All hours worked outside regular schedule in any one (1) workday.
 5. All hours worked on the employee's rest days.
 6. Employees can request the option of going home early in lieu of being paid overtime after the forty-fourth (44th) hour of the forty-eight (48) hour work week. This option will be based on seniority of those employees making the request.

For the purpose of extended training and other special needs, e.g., One Stop Shop, Operations Support, Outage Preparation, Operations Mentor, SME Instructors and other similar activities. Employees can occasionally be rescheduled to work five (5) consecutive days of eight (8) consecutive hours (inclusive of mealtime) per week between the hours of 6:30 AM and 6:30 PM, Monday through Friday. For the purpose of maintaining license required on-shift hours, employees can be re-assigned to available twelve (12) hour shifts, days or nights. Such schedule changes will require at least twenty-four (24) hours' advance notice.

- Day shift assignments will be made up of volunteers. Employees can be forced by inverse seniority to fill any positions. Employees will choose from the available dayshift positions in the order they are asked. Employees must be qualified for the day shift position when canvassed: minimum qualification for non-license operators is SNPO, and for licensed operators is RCO.
- A seniority list will be maintained of all employees canvassed to volunteer. Each year the request for volunteers will resume where it ended the previous year.
- No employee will be forced into a subsequent day shift assignment until every qualified operator in the classification has been forced.

- These assignments will not exceed 24 months and will begin the first pay period in January of each year.
- Employees will receive notification of their selection for the day shift assignment in November prior to the start of the assignment.

Twelve (12) hour shift schedules provide the employees with a minimum of four hundred eight (408) equivalent straight-time hours in every ten (10) week work period. This schedule will result in one (1) pay period in every five (5) pay periods with seventy-six (76) equivalent straight-time hours.

In order to align resources to support refueling outages and/or extended overhauls the schedule can be frozen (set to non-rotating). The duration of the frozen shifts will be for the duration of the refueling outages (breaker open/breaker closed) and/or extended overhauls plus up to an additional two (2) weeks before and two (2) weeks after. Schedule changes will be made with at least twenty-four (24) hours' advance notice. Crew members can be assigned different days off to maintain a consistent crew complement throughout the work week. Employee shift assignments will be rotated from outage to outage.

The designated training weeks will be scheduled as four (4) – eight (8) hour days when paired with the forty-eight (48) hour week in the pay period and as four (4) ten (10) hour days when paired with the thirty-six (36) hour week in the pay period, inclusive of meals. In order to meet License Training Requirements, Licensed Operators can be scheduled for two (2) hours of overtime each of the eight (8) hour training days. These weeks will be used for performing scheduled work, attending required training and other support activities as necessary. It will normally be scheduled on day shift between 6:30 AM to 6:30 PM, except for situations where required training resources (such as the simulator) are unavailable. The employee will be assigned to the shift where the resources are available with a minimum of twenty-four (24) hours' notice.

Remediation activities can be conducted on shift, including the administration of remedial examination as necessary. This may require a Training Department Representative to come in to administer remediation on shift.

Meals:

If an employee has not previously earned a meal, a meal will be earned after twelve and one-half (12 1/2) consecutive hours following their starting time (holdover of one-half (1/2) and additional meals at five (5) hour intervals thereafter if the employee continues to work). All other meals will be in accordance with Paragraph 41 of the Memorandum of Agreement.

Retirement Savings Plan:

Regarding the impact of twelve (12) hour shifts on the Retirement Savings Plan contribution, the Company's intent is to consider four hundred (400) hours per ten (10) week period as eligible for Retirement Savings Plan Company contributions.

In order to accommodate employees, who work a twelve (12) hour shift, it is incumbent upon those employees to record the hours worked correctly on the time report to capture the maximum of two thousand eighty (2080) hours as "Thriftable" income.

35.1 WORK ON SECOND REST DAY

- a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.
- b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest day and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal shift.

37. ROTATING AND TRADING SHIFTS

Where the nature of the service requires scheduled shifts, such shifts shall be arranged so that each shift shall be rotated among all employees as regularly and evenly as is reasonably possible. Employees will, upon request, be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.

38. CALL OUTS – PREARRANGED OVERTIME

- a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:
 - 1. a call out if the employee has less than twelve (12) hours' notice, or
 - 2. prearranged overtime if the employee has twelve (12) hours' or more notice.
- b) On a call out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually worked shall be allowed.
- c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours' notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employee's straight-time hourly rate. If an employee who has no telephone is notified of a cancellation less than seven (7) hours prior to the starting time of the overtime, the employee will receive one (1) hours pay at one and one-half (1 1/2) times the employee's straight-time hourly rate. For purposes of this Subparagraph, if an employee has a pending application for a phone, or if the employee has listed with the Company a phone number where the employee may be contacted, the employee shall be considered as if the employee has a telephone.
- d) On call outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.

- e) Any employee called out before the employee has had eight (8) consecutive hours off-duty since the end of the employee's last scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Any employee called out nine and one-half (9 1/2) hours or more before the employee's next regular scheduled starting time after the employee has been scheduled off a day or more will continue to be paid at the overtime rate until the employee has had eight (8) consecutive hours off-duty. However, in either instance the Company will give eight (8) hours off-duty at its discretion at the completion of the work and if the eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate. Any employee continuing to work beyond the employee's regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Upon completion of the work, the employee shall have eight (8) consecutive hours off-duty and if such eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate.

41. MEALS – LODGING – TRANSPORTATION

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be Thirteen Dollars (\$13.00) on November 1, 2014.

When employees are entitled to mileage reimbursement, the prevailing IRS Mileage rate shall be used.

- a) Call Out: If an employee is called out to work one and one-half (1 1/2) hours or more before their regular starting time, they will earn a meal upon starting work and at five (5) hour intervals thereafter, if they continue to work.
- b) Prearranged: Regularly scheduled workday: If an employee is prearranged to begin work one and one-half (1 1/2) hours or more before their regular starting time, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.
- c) Prearranged: Rest day or holiday: If an employee is prearranged to work on a scheduled day off and they begin work one and one-half (1 1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.
- d) Extended Hours: If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

Note (1) See Ten (10) Hour Shift.

Note (2) See Twelve (12) Hour Shift.

- e) For prearranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.
- f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight. This includes the noon meal on the first day away from

headquarters. This does not include the noon meal when the employee is not required to be away from headquarters overnight.

- g) The Company will not pay an employee for time out for meals, with the exception of approved instances, where a non-shift employee is engaged in rush work, and with the exception of shift employees whose duties require them to eat while performing their work.

Lodging – Transportation

- h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.
- h) (2) The Company will furnish the employee a listing of preferred area hotels, with phone numbers, prior to the assignment. Travel expenses will be reimbursed using one of the following options. It is understood Option 1 is the usual level of benefit.

The employee during unusual circumstances may use Option 2, if the usual room rate availability is not accessible or changes during the assignment for any reason. The employee must notify the Company prior to exercising Option 2.

If less than twenty-four (24) hours' notice is given for the travel assignment, at the employee's request the Company will furnish lodging for the first night of the assignment:

OPTION 1: Provide a per diem rate of:

- North Region (CCEC, PSR)
 - One Hundred Twenty-Five Dollars (\$125.00)
- West Region (PMT, PFM)
 - One Hundred Twenty-Five Dollars (\$125.00)
- East Region (PSL, PMR, RBEC, WCEC, OCEC)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Thirty-Five Dollars (\$135.00) from December 15 through May 31
- South Region (PEEC, DBEC, PTF, PTN)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Forty Dollars (\$140.00) from December 15 through May 31

When the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

OPTION 2: The Company will reimburse reasonable lodging expenses, as validated by receipt, plus Fifty-Five (\$55.00) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

- h) (3) An employee required to work away from his/her regular headquarters, upon request, and upon the completion of his/her scheduled work, be returned to his/her regular headquarters on Company time and expense, unless assigned at least eight (8) hours of work on his/her first day off.

- j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.
- k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

When an employee is required by the Company to work temporarily at some location other than his/her regular headquarters the Company will provide for mileage and travel time for the first and last day of the assignment.

Special Training Schools Outside State of Florida

Bargaining Unit personnel attending special training schools, outside the State of Florida.

1. Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.
2. Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.
3. Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.
4. Air fare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.
5. The Company will pay lodging expenses.
6. The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be Fifty-Five Dollars (\$55.00) a day.
7. The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

44. DISTRIBUTION OF OVERTIME

- a) Overtime will be distributed equally by classification in each regular working headquarters to the best ability of the Supervisor in charge, using the biweekly posted overtime list as a guide for such distribution.

Overtime records at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime assignments during the period were made in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all overtime assignments in the period were made in accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be make-up overtime work which would not ordinarily be performed on overtime, to take place within thirty (30) days of such determination. Failure to provide such work after such determination shall subject the Company to payment.

The Company will have no obligation to provide make-up overtime work to any employee as a result of a call out, with less than one (1) hours' notice, or holdover of another employee. The Company shall have no obligation to provide make-up overtime work as a result of an assignment to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification.

For the purpose of distribution of overtime the Machinist and Mechanic classifications shall be considered as one. At a location where Special Maintenance classifications are employed the Special Maintenance classification and its corresponding regular classification will be considered as one (1) classification.

All Special Crew employees in the Nuclear Division may be called out if the call out occurs within two (2) hours of their regular starting time. This Agreement will not affect the current manner in which employees are required to work overtime.

Operation personnel in a training status for a day or more will be considered not eligible for overtime assignments if the overtime is on the shift prior to the start of training and exceeds four (4) hours.

Operations personnel in License Operator Class training will have their NLO qualifications maintained.

In cases where the Company makes overtime assignments that lead to paid rest time and this rest time would prevent an employee from attending scheduled training due to required rest time, the employee will be released from the overtime assignment early in order to get their ten (10) hours of rest time and attend their training at the scheduled time.

- b) In compiling the biweekly-posted overtime list, the following conditions will be adhered to:
 - 1. The overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one hour more overtime than the high overtime employee does in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while

working at another location, will be included in totals shown on the above posted list. Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

2. When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision, by memo. These employees will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b)(1). When an employee relieves outside of the Bargaining Unit, and returns, the employee will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification.
3. If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call out overtime, the employee shall be charged if they do not have a telephone. Employees will be allowed two (2) phone numbers on the overtime list. If the employee is called and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against Apprentices who turn down overtime to attend Apprentice training classes. Overtime will not be charged against Apprentice Instructors or Training Instructors who turn down overtime to instruct scheduled training classes; however, all hours worked by such Apprentice Instructor or Training Instructor will be applied to the overtime list as overtime worked.
4. If an employee is sick he/she will not be offered overtime during his/her regular shift. An employee who accepts an overtime assignment and then fails to report by calling in sick will be charged as refusing the assignment.
5. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation. This is not to be interpreted as meaning the employee is not subject to call back while on vacation, as provided in Subparagraph 8(b) of this Agreement.
6. At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero (0), listed in seniority order and shall become effective upon posting the list at each work location at the regular agreed upon time.

7. Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
8. The provisions of this paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
9. If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

Overtime Run by Specialty Qualifications

Any employee hired into the Journeymen classifications of Mechanic, Electrician, Instrument & Control Specialist, to include Special Crews, Digital and Itinerants in each classification will be provided the necessary training for Standard Qualifications within three hundred sixty-five (365) days from date of hire. These employees may be by-passed for overtime during the first three hundred sixty-five (365) days from date of hire for jobs they are not trained as qualified to do. Any employee who has not been provided the opportunity to obtain these qualifications within the specified time periods shall not be bypassed for overtime assignments.

When assigning work, whether on straight-time or overtime, it shall be assumed that employees are fully qualified and capable of performing the required tasks. Exceptions shall be made when employees have failed to fulfill their obligations in maintaining qualifications (e.g., test or training failures, absences during required training,) and for employees who have yet to obtain the defined qualifications or have not been offered a retest on training failures within the one hundred and eighty (180) days.

A list of job classification Specialty Qualifications is provided below. The Company shall determine the number of employees in each classification required to be qualified in each Specialty area, but will strive to ensure that overtime inequities are not created due to inadequate numbers of qualified employees. Employees, by seniority, will have the option of selecting the Specialty Qualifications they desire. This does not stop the Company from offering these limited Qualifications to all employees in each classification in the future.

Mechanical

- Overhead Crane Operation
- Asbestos Abatement
- Advanced Rigger/Level 2
- Mobile Crane Operation

Electrical

- MOV Diagnostic Testing
- MOV Operator
- Battery Load testing (computer portion only)
- Crane Control Circuitry
- Invertor Maintenance

Instrumentation and Controls

- Rod Control
- Nuclear Instrumentation
- Reactor Protection System
- Radiation Monitoring
- Security System Maintenance
- AOV Diagnostic Testing

Employees who elect Specialty Qualifications shall be expected to perform these duties commensurate with those qualifications. An employee without Specialty Qualifications may be bypassed for overtime assignments in favor of an employee who has such qualifications.

If this Agreement results in any inequities that cannot be resolved at the local level, the Business Manager and the Director of Labor Relations will be notified to correct those inequities.

Overtime Shift Splitting for Nuclear Operators

This section is not applicable when Nuclear Operators are on twelve (12) hour shifts.

The Company and the Union agree to the following provisions regarding operator's overtime in the Nuclear Division:

- Overtime will be offered in four (4) hour blocks.
- An employee, working the first four (4) hours of overtime after the employee's scheduled shift, shall be offered the second four (4) hours of overtime prior to forcing another employee to work the second four (4) hours of overtime. It is more desirable for an employee to voluntarily work sixteen (16) hours then force another employee to work.
- Employees will only be asked to work four (4) hours of overtime before or after their normally scheduled shift.
- All hours worked must be consecutive.
- Employees will only be asked to work a maximum of twelve (12) consecutive hours per rest day, plus travel time, for call outs.
- Exclusive of travel time, all hours worked, over a maximum of twelve (12) consecutive hours shall be paid at the double time rate.
- Except for rest days, employees cannot be asked or charged for hours not concurrent with their normally scheduled shift.
- Employees must have a minimum of eight (8) hours rest time between shifts.
- An employee can work sixteen (16) hours in a twenty-four (24) hour period provided they have eight (8) consecutive hours off-duty. Example: An employee, who works the last scheduled midnight shift and is off for eight (8) hours on day shift, can also work a peak shift.
- Except in the case of an emergency, the overtime list will not be run between the hours of 12:00 AM and 6:00 AM

If this agreement results in any inequities, the Business Manager of the Union and the Director of Employee Relations will be notified to correct those inequities.

HOLIDAY WORK BY NUCLEAR OPERATORS AND RADIATION PROTECTION TECHNOLOGISTS

1. All qualified operators who are currently assigned to a rotating shift and RPT's whose normal schedule falls on a holiday may be required to work that holiday on their assigned shift. If the Company desires to reduce to a minimum shift complement on a shift-by-shift basis, those employees will be offered the opportunity to work or observe the holiday by seniority. Rolling by seniority from one shift to another will not be permitted. Special Crew and Regular RPT's will be considered as one classification for the purposes of this paragraph.
2. Operation personnel (excluding RPT's) working Monday through Friday with weekends off (e.g. support/relief, requalification, etc.) will observe the Company holiday.
3. Shift vacancies that occur on a day the Company observes as a holiday will be offered and filled in the following manner:
 - Prearranged: The shift vacancy will be offered by seniority to the qualified employees who are observing their holiday on the day of the vacancy on a one shift per employee basis. In the event a vacancy still exists, it will be filled using the overtime list.
 - Call Out: The shift vacancy will be offered by seniority to personnel first from the shift reduced to minimum complement and who were required to observe the holiday, then using the overtime list.

48. APPRENTICES IN ALL DEPARTMENTS

See General for Paragraph 48 conditions "(a)" through "(e)"

- f) In the Electrician classification in all departments, the Mechanic and Instrument Mechanic classifications in the Production Department, and all corresponding Itinerant classifications, the ratio of Apprentices to Craftworker at any one (1) location shall not exceed: One (1) Apprentice to one (1) Craftworker; one (1) Apprentice to two (2) Craftworkers; two (2) Apprentices to three (3) Craftworkers; two (2) Apprentices to four (4) Craftworkers; three (3) Apprentices to five (5) Craftworkers; three (3) Apprentices to six (6) Craftworkers; and above six (6) Craftworkers, the ratio will be one (1) to two (2). For the purpose of this clause, Chief Electricians, Machinists, General Maintenance Leader, and Crew Leader shall be considered Craftworkers.
- g) Ratios as set out in (f) shall be determined on the basis of the number of Apprentices and corresponding Craftworkers on the payroll at a working headquarters. The temporary absence of Craftworkers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew. When an Apprentice automatically promotes to Craftworker, no contractual ratio will be affected by this promotion. However, the Company will correct the condition and restore proper ratio at its first opportunity.
- h) In all departments when an Apprentice has been in the Apprentice classification for more than two (2) years and is not competent to become a Craftworker, the employee shall not be counted in the Apprentice ratio.

- i) When an employee has served four (4) full years in the Apprentice classification, the employee shall automatically be promoted to a Craftworker classification at the employee's location, provided that the employee is fully qualified. Job Posting Process will not apply in the automatic promotion of Apprentices.
- j) Based upon qualifications, an Apprentice may perform work alone, outside of sight and sound of a Craftworker. It is understood that the intent and application of this provision will apply in the following manner:
 - 1. The present method of assigning Craftworkers and Apprentices will not be altered.
 - 2. When an Apprentice is assigned to a Craftworker and the Craftworker feels the Apprentice is qualified to work alone on a segment of the job assignment, the Craftworker may assign the task to the Apprentice.
- k) When an Apprentice promotes to Craftworker the employee's starting pay bracket will be determined by the amount of time spent in the Apprentice classification.

• Less than one (1) year	Bottom of bracket
• More than one (1) year; less than two (2) full years	1 st Bracket
• More than two (2) years; less than three (3) full years	2 nd Bracket
• More than three (3) years; less than four (4) full years	3 rd Bracket
• Four (4) full years	Top of bracket
- l) The Company will not require an Apprentice to work on, climb through or work above energized conductors carrying more than five hundred (500) volts during the employee's first year of Apprenticeship. After completing the employee's first year, the determination of whether the Apprentice is qualified to work on conductors carrying more than five hundred (500) volts will be made by the Apprentice, the Maintenance Leader or equivalent, supervising the Apprentice, and the Craftworker with whom the employee works. Should any question arise as to whether or not the employee is qualified to perform the duties assigned to the employee, which cannot be resolved locally it shall be brought to the attention of the Supervisor of Apprentice training and report the Supervisor's findings to the Joint Apprenticeship Committee for determination as to whether the Apprentice is qualified to perform the work in question. Even if the Apprentice has more than the first year as an Apprentice, the above determination must be made. In arriving at the first year of Apprenticeship, the time in classification plus credit allowed for related experience is to be used.

48.1 PLANT ITINERANT

- b) There may be established, in addition to Itinerant Mechanics, Itinerant Electricians and Itinerant Instrument Mechanics, the classification of Itinerant Instrument and Control Specialists, and Itinerant Machinists, in the Production Department. The ratio of employees in the above Itinerant classifications to the total of Company employees in the corresponding regular classifications shall not exceed one (1) to one (1). The Machinist and Mechanic classifications shall be considered as one classification. Itinerant Machinists, Itinerant Mechanics, Itinerant Electricians and Itinerant Instrument and Control Specialists will be assigned headquarters in a specific Class "AA" Plant and will perform work as Machinists, Mechanics, Electricians, or Instrument and Control Specialists in various plants throughout the system when and as assigned.

There may be established the classification of Itinerant Apprentice Mechanics, Itinerant Apprentice Electricians and Itinerant Apprentice Instrument Control Specialist in the Production Department. The ratio of Itinerant Apprentices to their corresponding Itinerant Craftworker shall be as provided for in Paragraph 48.

For the purpose of plant overhauls or emergencies, the Company will first use the complement of available qualified employees at that particular plant. If an adequate number is not available, then Itinerant Maintenance employees will be used in cases where time will allow for their travel. The Company, to supplement these employees, will determine what employees are available from nearby plants on a voluntary basis to help in this work. Those employees who do not volunteer will not be charged with the overtime performed. Should there still be a deficiency in the number of employees needed, then the Company may assign any qualified employees at any location to work on the overhaul or emergency. Such assignments will be made on a seniority basis.

- d) All Show-up/Itinerant personnel may be assigned to locations outside the areas specified in (b) above, in which case, they will receive expenses in accordance with Paragraph 41.
- e) Itinerant classifications will, for the purpose of overtime distribution, be considered in the corresponding regular classification. If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations of the Company and the Business Manager of the Union will work out a method for the purpose of correcting such inequity.

50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER

- a) Any employee designated to substitute, relieve or work temporarily in a higher classification shall receive an additional 5% (five percent) added to his / her regular rate of pay or the minimal of the bracket, whichever is higher, but not to exceed the maximum rate, for all hours actually worked or a minimum of four (4) hours, provided the employee works in such higher classification for one (1) hour or more at any given time (except as otherwise provided in Paragraph 38). The employee shall work the scheduled hours, perform the assigned duties and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of such higher classification in which the employee is relieving, substituting or temporarily working.

Utilityworkers with journeyman qualifications as of this 23rd day of February, 2001, will receive relieving pay based upon the relieving process in place prior to the 2000-2004 M.O.A.

Every effort will be made by the Company, where practicable, to fill jobs under this paragraph according to qualifications and seniority in the particular Work Headquarters. Biweekly lists of temporary relieving time will be posted on bulletin boards.

- b) When an employee is designated to relieve or substitute for another employee or to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification and shall work the scheduled hours, perform the assigned duties, and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of the lower classification in which the employee is relieving, substituting or temporarily working.

- c) Employees may relieve in an equivalent classification if they have no objections or for the purpose of obtaining experience. However, it is not required that an employee relieve sideways without his or her consent.

The Company agrees to pay temporary relieving machinist pay to anyone performing machine work for one (1) hour or more. Machine work is defined as work using stationary or portable machining equipment that requires precision measuring instruments to complete the work.

- c) (1) With the exception of plant outages any individual employee relieving outside the Bargaining Unit will be limited to a total of ninety (90) calendar days in any one (1) calendar year (unless mutually agreed to by the Company and Union).
- c) (2) Bargaining Unit personnel may temporary relieve into non-bargaining positions for a period not to exceed (1) one month ((2) two months for Maintenance Planners) prior to the beginning of outages, during the outage and not to exceed one month after outages. Periods of time exceeding this may be agreed to by the Business Manager and the Director of Labor.
- d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:
 1. The temporary clerical assignment shall last for a minimum of twenty (20) workdays (any assignment of less than twenty (20) days will be considered to be twenty (20) days).
 2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to one hundred twenty (120) workdays in any given twelve (12) month period. Once the use of temporary clerical personnel has reached one hundred twenty (120) days (the time need not be consecutive) within a twelve (12) month period temporary clerical job will be discontinued, or an appropriate Bargaining Unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the one hundred twenty (120) day period. As an example, two (2) temporary clerks could work for sixty (60) days in any given twelve (12) month period or four (4) temporary clerks could work thirty (30) days in any given twelve (12) month period.
 3. Temporary clerical personnel may be used to fill temporary vacancies within existing Bargaining Unit clerical classifications. Temporary vacancies will be determined when a Bargaining Unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies and vacations. The one hundred twenty (120) workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Labor Relations.
 4. When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.
 5. This will not change the manner in which injured employees may be assigned under Paragraph 7 (c) of the Memorandum of Agreement.

EXHIBIT "A"
HOURLY WAGE SCHEDULES - NUCLEAR DIVISION

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
PLANT OPERATION					
(1) NUCLEAR WATCH ENGINEER - Licensed (S)	58.47	58.47	60.22	60.22	N/A
(1) LICENSE OPER- SRCO (S)	54.57	56.14	56.25	57.82	(#)0.50
(1) LICENSE OPER- RCO (S)	54.57	56.14	56.25	57.82	(#)0.50
(1) NUCLEAR WATCH ENGINEER – Non-Licensed (S)	52.04	52.04	53.60	53.60	N/A
(1) NON-LICENSE OP- (S)	42.39	48.23	43.84	49.68	0.20
SNPO Qualified	48.23		49.68		
NPO Qualified	45.31		46.76		
ANPO	42.39		43.84		
OPERATIONS HELPER (PTN)(S)	22.10	23.50	22.81	24.21	0.20
MECHANICAL MAINT & CONSTRUCTION					
GEN MAINT LDR	49.57	49.57	51.06	51.06	N/A
MACHINIST-N	45.19	45.99	46.57	47.37	0.20
MECHANIC-N	43.63	44.43	44.96	45.76	0.20
APPR MECHANIC-N	34.56	35.61	35.63	36.68	0.25
ELECTRICAL MAINT & CONSTRUCTION					
GEN MAINT LDR	49.57	49.57	51.06	51.06	N/A
ELECT PLANT - N	43.63	44.43	44.96	45.76	0.20
APPR ELECT -N	34.56	35.61	35.63	36.68	0.25
INSTRUMENT & CONTROL					
I&C SPEC DGT - N	48.23	48.23	49.68	49.68	N/A
I&C SPEC - N	45.05	45.85	46.43	47.23	0.20
APPR I&C SPEC - N	35.96	37.01	37.07	38.12	0.25
ITINERANT					
I&C SPEC - N	45.05	45.85	46.43	47.23	0.20
MECHANIC - N	43.63	44.43	44.96	45.76	0.20
ELECT PLANT - N	43.63	44.43	44.96	45.76	0.20
RAD PROT TECH *	43.63	44.43	44.96	45.76	0.20
APPR I&C SPEC - N	35.96	37.01	37.07	38.12	0.25
APPR MECHANIC - N	34.56	35.61	35.63	36.68	0.25
APPR ELECT - N	34.56	35.61	35.63	36.68	0.25

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
GENERAL					
CREW LEADER - N	45.19	45.99	46.57	47.37	0.20
RAD PROT TECH *	43.63	44.43	44.96	45.76	0.20
JR RAD PROT TECH *	34.56	35.61	35.63	36.68	0.15
OPER "A" CLERK STENO - N	31.01	35.21	32.07	36.27	0.50
OPER "A" CLERK - N	31.01	35.21	32.07	36.27	0.50
UTILITYWORKER - N	26.60	33.66	27.61	34.67	0.30
TRUCK DRIVER HELPER	23.44	24.04	24.16	24.76	0.15
HELPER	22.10	23.50	22.81	24.21	0.20

* May be required to work as a shift worker

EXHIBIT “A” NOTES

1. Employees selected for Licensed Operator training will be paid at the SNPO rate of pay. Upon receiving an NRC license, the following conditions will apply:
 - a) The employee will receive the difference in pay between the SNPO Qualified pay rate and the bottom bracket of the License Operator pay scale for all hours worked during Generic Fundamentals Examination (GFE) and Initial License Class training until successful completion of the NRC license exam, and will be paid out following six (6) months retention of the license.
 - b) The individual will be advanced to middle of the Licensed Operator pay scale.
 - c) After receiving the license, the hourly wage of License Operators (LO’s) will increase by Fifty Cents (\$0.50) per hour every twelve (12) months, until the individual is paid at the top of the LO pay bracket.

Licensed Operator candidates who have not yet obtained an NRC license will be included on the Non-Licensed Operator (NLO) overtime list provided they have the appropriate qualifications for the overtime assignment.

Operators who hold an active NRC license will be paid an additional Fifty Cents (\$0.50) per hour . They will receive pay increases of Fifty Cents (\$0.50) per hour every twelve (12) months, until the individuals are paid at the top of the LO pay bracket.

Operators who hold an active NRC license for the Turkey Point Nuclear Power Plant will be paid an additional area premium for each hour worked. This Area premium will start at Fifty Cents (\$0.50) per hour, and will increase by Fifty Cents (\$0.50) per hour every six (6) months up to a maximum of Two Dollars and Fifty Cents (\$2.50).

2. In recognition of the multiple requirements connected with nuclear plant work, such as work controls, access training, respiratory protection, emergency response teams, emergency plan response and other regulatory and/or quality assurance requirements, the Company agrees to the following:

A premium will be paid to the following employees in the nuclear plants. This Nuclear Premium will be placed into the regular rate of pay for pay purposes.

See schedule below:

Nuclear Division Craftworkers and Seventy-Five Cents (\$0.75) per hour includes:

- Nuclear Watch Engineer
- Senior Reactor Control Operator
- Reactor Control Operator
- Senior Nuclear Plant Operator
- Nuclear Plant Operator and Radiation Protection Technologist

Below Nuclear Division Craftworker, Fifty Cents (\$0.50) per hour includes:

- Associate Nuclear Plant Operator
- Jr. Radiation Protection Technologist

- A Clerk
- A Clerk Steno
- Apprentices & Utilityworkers

All full-time maintenance employees in the classifications of Utilityworker and above that are assigned to a Nuclear Plant on a temporary basis, will receive Fifty Cents (\$0.50) premium for only those hours actually worked at that location.

The Radiation Protection Technologist in the Nuclear Division, who produces the required documentation to verify that they are NRRPT qualified, will be paid a Seventy-Five Cents (\$0.75) premium in 2005 and One Dollar (\$1.00) in 2006 in addition to the employee's wage. Should the employee lose the NRRPT qualification the additional premium will be discontinued.

3. It is understood that the Plant Engineers formerly known as Betterment Engineers, will not perform work in the Bargaining Unit. In this connection it is understood that water testing, calculation of station performance data, the making of efficiency and performance tests on plant equipment and clerical work in connection with these tasks may be performed by non-Bargaining Unit personnel.
4. **Lead Radiation Protection Technologist. - Lead Instrument and Control Specialist Digital**

If an employee(s) is designated by their Supervisor to Lead or direct a work crew or team, or to Lead or direct two or more bargaining employees, an upgrade premium of One Dollar and Fifty Cents (\$1.50) shall be added to the employee's straight-time rate for all hours so assigned. These employees shall be upgraded to "Lead" status. These assignments shall be determined by Supervisors based on seniority and qualifications: employees will not be forced into this lead status.

5. **RCO Training Opportunities**

For the purposes of selection to Licensed Operator Training, the Non-Licensed Nuclear Watch Engineer (NWE) is considered part of the License Operator Career Path. Non-Licensed NWE will be offered the opportunity to attend License Operator (LO) training class, along with the Non-Licensed Operators, per the selection criteria in the Nuclear Operations Career Path – Licensed Operator Career Path (LO).

A Non-Licensed Nuclear Watch Engineer who is removed due to failure will be returned to the Non-Licensed Nuclear Watch Engineer classification.

EXHIBIT "A" FIRE BRIGADE INSURANCE

Employees in the Nuclear Departments who are assigned to the Fire Brigade will receive additional One Hundred Fifty Thousand Dollars (\$150,000.00) in life insurance coverage. This coverage will be in effect only when in training for Fire Brigade or actively fighting a fire.

EXHIBIT “A” SHIFT DIFFERENTIALS

A shift differential will be applicable to employees in classifications designated by (S) in “Exhibit A” and employees who temporarily relieve in such classifications.

If fifty percent (50%) or more of an employee’s regular straight-time scheduled shift falls between the hours of 4:00 PM and 12:00 midnight, the employee shall receive a shift differential of Eighty Cents (\$0.80) per hour effective November 1, 2013 for all hours actually worked in such shift.

If fifty percent (50%) or more of an employee’s regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00 AM, (this includes the 6:00 PM to 6:00 AM shift on the twelve (12) hour schedule), the employee shall receive a shift differential of Ninety-five Cents (\$0.95) per hour effective November 1, 2013 for all hours actually worked on such shift.

Except as amended above, an employee who works overtime in a classification in any Exhibit “A” designated by “(S)” during hours to which a differential would be applicable on straight-time, then such employee shall have the applicable differential included in the employee’s regular rate for overtime computation.

MISCELLANEOUS – NUCLEAR

CLEANING POLICY IN CLASS “AA” PLANTS

Maintenance will be responsible for cleaning shops, cleaning up after maintenance jobs and cleaning in places not readily accessible, or doing special cleaning or waxing jobs of considerable magnitude.

Operators will clean their assigned areas and keep their equipment clean. This includes hosing floors with water, vacuum cleaning, wiping, dusting and sweeping, but does not include water mopping of floors.

Janitors will clean offices, laboratories, etc., locker rooms, showers and toilets and other areas not specifically assigned to an operating position. They will do sweeping, water mopping, waxing and polishing of floors.

OPERATIONS CLERK “A” JOBS IN POWER PLANTS

It has been agreed that the classification of Operations Clerk “A” will be established in Class “AA” Power Plants with the following understanding:

1. The first Clerk in each “AA” Plant will be an “A” Clerk.
2. The Stores’ policy in “AA” Plants will be the same as is now being followed in the Transmission-Distribution Department. The Operations Clerk “A” will perform Stores work in addition to the employee’s other duties until such time as the Stores’ work becomes a full-time job and the Stores Department assigns a regular Stores’ employee to handle the work. When such Stores’ employee is assigned, the Operations Clerk “A” may assist the regular Stores’ employee.

3. The "A" Clerk jobs will be offered to present Clerks in order of seniority on the basis that they will be physically able to drive trucks, procure, receive and issue supplies and materials, in addition to doing the Stores paperwork and those jobs covered in the Job Specifications for Operations Clerk "A". If a present Clerk accepts the "A" job, the employee will be placed in the same step in which the employee is at present in the old rate range. Jobs will be posted if they are not taken by "B" Clerks or "B" Clerk-Stenos in a given plant.

WELDING OF ALUMINUM BUS STRUCTURE

It is agreed that such welding of aluminum in substations which is performed by Company personnel may be done by qualified Production Department Maintenance personnel who are trained in this work. At such time as there becomes a sufficient amount of this work to warrant training Substation Maintenance personnel to do it, the Company agrees to do so.

NUCLEAR DIVISION ADDENDUM – NUCLEAR OPERATIONS CAREER PATH

The intent of the nuclear operations career path is to bring personnel into the Operations Department Non-Licensed Operator (NLO) classifications and have them advance to the License Operator (LO) highest watch station position, through a series of instructional modules and operating experience steps.

Non-License Operator Career Path (NLO)

The Non-License Operator classification is the combining of the Operations Department Classifications of Associate Nuclear Plant Operator, Nuclear Turbine Operator, Nuclear Plant Operator, Senior Nuclear Plant Operator B and Senior Nuclear Plant Operator.

The classification progression will begin at the Associate Nuclear Plant Operator (ANPO) Watch Station level and will progress through Nuclear Plant Operator (NPO) Watch Station to Senior Nuclear Plant Operator (SNPO) Watch Station.

An individual who does not pass the POSS screening examination with an aptitude of 11 will be given the opportunity to retest, but no sooner than 30 days. If failed a second time, the employee will be given the opportunity to retest, but no sooner than 30 days. If failed a third time, the employee must wait at least 4 months between any subsequent testing. It is expected, following any test failure, that the employee will complete remedial training to eliminate academic deficiencies. Remedial training must be completed on the employee's own time.

Qualified personnel from other classifications who complete the screening requirements successfully will be permitted to enter the Operations career path at the NLO entry level. Qualified personnel from other classifications, within the Nuclear Division, who enter the career path, will retain their current rate of pay until the watch station rate of pay equals or exceeds their pay, at which time he/she will receive the normal pay increases or be paid at the NLO entry level rate of pay, whichever is higher.

Trainees for the Instructional Module classes will normally be drawn from the personnel within the next lower classification. Selection of trainees will be made on the basis of Paragraph 17 of the Memorandum of Agreement.

A passing grade in each training module, including initial training, requalification training, on-the-job qualification and any other training that may be required, is mandatory to remain in a classification.

Advancement to the next higher watch station will occur after successful completion of the appropriate Instructional Module for that watch station. When all training and qualification requirements are met, the individual will receive a step increase in pay commensurate with the watch station. While in trainee status, wages will be at a rate for the next lower watch station except for ANPO training for which the trainee receives the minimum NLO wages. Progression to the operations watch stations will be based on performance and completion of all required training. If the appropriate training is not made available within twenty (20) months of qualification on the ANPO watch station or within twenty (20) months of qualification on the NPO watch station respectively, the employee will be promoted to the next pay level.

Accelerated progress can occur if equivalent required experience, education and training have been previously achieved. Personnel in accelerated status enter a trial period until successful completion of Instructional Modules for the applicable lower classifications. Acceleration may continue into the LO (RCO watch station) classification. Examples:

- a) Personnel with applicable operating experience on commercial, test, training, or military power plants.
- b) Personnel with special training and qualifications such as degreed engineers with plant experience.

A Non-Licensed Operator who does not accomplish requalification objectives reverts back to the next lower pay step. Personnel in this status will be provided a trial period and a program outline to successfully complete the required training. If these objectives are then not accomplished, the employee will roll where qualified, with the inability to bid back into the Nuclear Operations Career Path.

Non-License Operators will not be required to progress to Licensed Operator.

An employee who enters the Nuclear Career Path must remain in the Nuclear Career Path for one (1) year or roll where qualified, with the inability to bid back into career path. An individual can bid out of the Nuclear Career Path at any time, but not re-enter.

Licensed Operator Career Path (LO)

The Licensed Operator classification is the combining of the Operations Department Classifications of Reactor Control Operator and Senior Reactor Control Operator for pay purposes. License Operator (LO watch station) classes will begin based on the number of licensed operators required. Progression to License Operator (LO watch station) will be as follows:

1. Volunteers from NLO's who qualified at the SNPO watch station by seniority at the site and who have maintained a ninety percent (90%) or greater grade on NLO continuing training for the past twelve (12) months.
2. If there are not enough candidates in 1 above the remaining slots will be filled by volunteers in accordance with the License Class Selection Process (LCSP)..
3. If the License Operator (LO) training class cannot be filled by volunteers, then:
 - a) The Job will be filled through the Job Posting system in accordance with the License Class Selection Process.

A passing grade in each training module, including initial training, requalification training, simulator operation, on-the-job qualification and any other training that may be required, is mandatory to remain in a classification.

A License Operator (LO) candidate deficient in RCO watch station training will be provided remedial training and a second opportunity to qualify as RCO. Non-License Operators who become License Operator Candidates and are not successful in obtaining a license will be allowed to return to Non-License Operator.

A Licensed Operator who does not accomplish requalification objectives will revert back to the NLO classification at the SNPO watch station pay grade. A program outline will be provided to successfully complete the required training.

Advanced Objectives:

The Nuclear Operations Career Path Training Program is designed to maintain the qualifications of nuclear systems (Non-Licensed) operators. The objective of the Continuing Training Program is to: "maintain and upgrade" the knowledge and skills of nuclear system operator qualified individuals such that they continue to be capable of performing the job of Non-Licensed Operator (NLO).

Since the NLO is a volunteer career path progression leading to Licensed Operator, a secondary objective of the program is to provide fundamental theory and systems training in preparation for the License Operator Initial Training Program.

This training program is designed to meet the requirements of ACAD 90-016, Guidelines for Training and Qualification of Non-Licensed Operators.

Under certain circumstances, individuals receiving instruction in the Continuing Training Program may also be required to attend designated lessons of the Licensed Operator Requalification Training Program and/or Technical Training Program.

SRCO UPGRADE

A minimum of two (2) of the seats or a minimum of twenty percent (20%) in each Senior Reactor Control Operator class will be offered to Qualified License Operators expressing the desire to be considered as Senior Reactor Control Operator License Candidates. In the event this provision cannot be met due to special circumstances the Business Manager and Director of Labor Relations will meet to discuss a mutually agreeable solution.

LICENSE RETENTION COMPENSATION PROGRAM – NUCLEAR PLANTS

The intent of this program is to recognize licensed operators that competently and safely perform licensed responsibilities and successfully complete the annual requalification examination. The demands related to retaining and exercising the NRC license have significantly increased and warrant recognition and appropriate compensation. The following guidelines shall be used to administer this program:

- Upon NRC Certification for an initial RO license, the recipient will receive a one-time, two thousand dollar (\$2,000.00) payment.
- Upon NRC Certification for an initial SRO license, the recipient will receive a one-time, three thousand dollar (\$3,000.00) payment.
- Upon NRC Certification for an initial RO license upgrade to an SRO license, the recipient will receive a one-time, one thousand dollar (\$1,000.00) payment.
- Maintaining the license following the annual requalification exam, the individual will receive the annual payment in accordance with the attachment.
- The annual license payment will be made if the license is retained, six (6) months following the successful annual requalification certification.
- Should an individual fail the annual RO/SRO requalification examination and then take remedial training and successfully pass the retest, he/she shall forfeit fifty percent (50%) of the annual requalification payment.
- Should an individual fail the annual RO/SRO requalification examination the second time and be removed from the program, he/she shall forfeit one hundred percent (100%) of the annual requalification payment.
- Should an individual leave the licensed position except as noted below, before the six (6) month period following the annual requal, he/she shall forfeit one hundred percent (100%) of all payments.
- Should an individual be required to vacate his/her licensed position due to medical reasons, disability or retirement, the accumulated amount will be prorated by the Plant Management.
- Should an individual be promoted or transferred at the Company's request, the accumulated amount will be prorated by the Plant Management.
- Should an individual upgrade an RO license to an SRO license, the payments will be prorated by the Plant Management.
- All payments shall be authorized by the Plant Management.
- The program, as amended, is effective as of January 1, 2015.

LICENSE RETENTION COMPENSATION PROGRAM

COMPENSATIONS LISTED BELOW ARE BASED ON SUCCESSFUL COMPLETION OF FINAL REQUAL CERTIFICATION

	Initial License	Annual Requal Payment
RO License On shift	\$2,000	\$7,000
SRO License On Shift	\$3,000	\$11,000

Note: It is agreed that the License Retention Compensation Program is subject to periodic review and revision at interim periods for the term of the Memorandum of Agreement.

SRCO TRAINING OPPORTUNITY FOR PSL / PTN RCO'S

All Reactor Control Operators (RCO's) will be provided an opportunity to qualify for and attend training for a Senior Reactor Control Operator (SRCO) License. Any current RCO who notifies the Company of his or her desire to attend SRCO training will be evaluated using similar criteria as used in assessing new hires for licensed positions. An interview with the Plant Management, in addition to the following processes, will be required. Each employee who demonstrates a sincere desire and willingness to proceed will be evaluated. Employees who fall short of any requirement will be notified, in writing, of the areas for improvement. The employee and Management will craft a development plan to address the shortfalls.

Specific requirements include:

- NP-407 Panel
- Behavioral Interviews with Plant Senior Management
- Review of performance appraisals/reviews
- Training performance history review

At least twenty percent (20%) or a minimum of two (2), whichever is greater, of the seats in each SRCO training class convened subsequent to the completion of the screening process will be reserved for employees in the RCO classification who have successfully completed the screening process.

This agreement will cease in effect upon completion of SRCO training for all eligible employees and/or the determination that any remaining employees will not be able to successfully complete the development programs. Such determination shall be reached through discussions between the Business Manager and the Director of Labor Relations.

MEMORANDUM OF UNDERSTANDING

GRANDFATHERED INCUMBENT OPERATORS

The Grandfathered Incumbent Operators listed below that have remained in the Operations Department at Turkey Point Nuclear Plant will be covered as follows:

- Incumbent Operators that are qualified SNPO's or qualify as SNPO's in the future shall not be required to progress to RCO.
- Incumbent Operators that do not qualify as SNPO's shall return to the classification they are qualified to perform and shall be allowed to remain in this position until they vacate the position.
- All Grandfathered operators will receive the SNPO rate of pay.

This MOU shall expire upon the exit of the last Incumbent Operator from the classification.

Turkey Point Plant Incumbent:

- Echevarria, E. L.

/s/ G.J. Aleknavich
Business Manager
System Council, U4

/s/ B.P. Callaghan
Director, Labor Relations
Florida Power & Light Company

TEMPORARY EMPLOYEES

A temporary employee is one who is employed by the Company on a job within the Nuclear Division in classifications, Maintenance and Health Physics Journeymen and below, covered by this Agreement for a limited time on a purely temporary basis for a period not to exceed two (2) months prior to an outage, during an outage and not exceeding one (1) month after an outage. The start of an outage is defined as the scheduled shutdown date of the unit in outage. The end of outage is defined as the affected unit supplying power to the grid. Utilization of temporary employees for time periods exceeding these limits or project work not involving outages may be approved in writing between the Business Manager and the Director of Labor Relations. Unless approved in writing, temporary employees used in excess of the time limits outlined in this paragraph will result in new positions being established and filled in accordance with the Memorandum of Agreement. The "Payroll Deduction for Union Dues" provision of the Memorandum of Agreement will be applicable to temporary employees.

A temporary employee will receive wages, overtime pay, per diem pay up to the amount paid to full-time employees and meals as provided for in this Agreement, and will be entitled to holidays with pay provided he works the scheduled workday before and the scheduled workday following the holiday. Temporary employees will be paid at the minimum rate of the assigned classification outlined in

Exhibit “A”; any exception must be mutually agreed upon by the Business Manager and the Director of Labor Relations and will receive no other benefits except those outlined in this Memorandum of Understanding. Temporary employees will not receive Nuclear premium pay. The provisions of the M.O.A. Paragraph 27 will apply to temporary employees as it relates to this paragraph.

The Company agrees to offer temporary employment to qualified, laid-off employees from all departments of the Company, prior to hiring temporary employees from other sources. This will not affect laid-off employee’s recall rights under Paragraph 21 of the M.O.A. All laid-off FPL employees that work as temporary employees will extend their recall rights day for day while temporarily employed. The Company will devise an equitable system for determining qualifications for temporary employee positions. This provision will remain in effect for the duration that the employee remains on recall status in accordance with Paragraph 21 of the M.O.A.

The Company also agrees prior to utilizing temporary employees, qualified regular employees will be up relieved to fill positions for which they are qualified. “Qualified” means that the permanent employee has successfully completed training for the tasks to be assigned or has documentation to support the qualifications. When training is required, preferential consideration will be given to regular employees first, then qualified laid-off employees, and then to temporary employees. When up relieving is necessary during an outage, a review of qualifications will be conducted and up relieving will be done in the following order:

1. Regular employees
2. Previously laid-off FPL employees
3. Temporary employees

Temporary RPT’s and JR RPT’s will be tested to the same criteria of a regular employee (RPT’s take a generic HP fundamental test and JR RPT’s perform Job Performance Measures).

Post hire testing for which the Company provides training, in most cases, will be subject to remedial training and retest. Temporary journeymen who pass the Company welding certification may weld. Temporary welders will not receive the welding premium.

The following has been agreed to by the Union and Company relating to temporary employees and Paragraph 35 (Schedules of Work).

- Temporary employees will receive twenty four (24) hours’ notice of a schedule change.
- Temporary employees will receive a forty (40) hour workweek, except first and last week or time off for personal business, sick leave, etc.
- Schedule changes will not prevent overtime or straight-time loss of pay.
- Schedule changes without penalty when gaining access, failure of access training and late arrival for employment.
- Temporary employees can work a 35C shift and will not receive 35C shift differential.
- Temporary employees may work on the non 35C unit after all regular available employees on the shift. Temporary employees will receive premium pay for such work. Temporary employees in the Utilityworker classification may work as Special Crew after all regular Utilityworkers have been offered that work. Temporary employees will not receive Special Crew premium.

For the purposes of distribution of overtime, qualified temporary employees will be carried on a separate overtime list and will only be offered overtime after eligible employees on the normal overtime list for the classification have been offered the assignment. Distribution of overtime for temporary Utilityworker will be as follows:

- Regular Utilityworkers in accordance with the overtime list.
- Temporary Utilityworkers in accordance with the specific department overtime list.
- Temporary Utilityworkers from other departments in accordance with their overtime list.
- Regular Utilityworkers in accordance with the seniority list (forced inverse order) or temporary employees may be forced before regular if the job scope permits.

It is suggested that temporary employees in the Utilityworker classification from all departments be placed on one overtime list with an identification of the department they are assigned. They would then be selected for overtime based on the above order of distribution. The Company agrees to provide a monthly list of temporary employees to the Business Manager of System Council U-4. The Company will not initiate a roll in the same classification at a location where temporaries as described above are being employed.

Each department independently will downsize its temporary employees based on its own needs. When downsizing by classification, temporary employees who have never been full-time employees of FPL, are to be released before temporary former full-time employees. Temporary former full-time employees will be reassigned to departments still needing temporary employees and if qualified will be placed into the classification needed in that department.

OPERATORS STANDARD COTTON CLOTHING – NUCLEAR PLANTS

All Operators at both the Turkey Point Nuclear Plant and the Saint Lucie Nuclear Plant are required to wear the standard clothing provided by the Company when on shift or in training at either site Training Center.

1. The Company will provide each operator seven (7) sets of standard clothing (pants and shirts) at no cost to the employee and the Company will specify the colors, styles and design.
2. The Company will also provide each operator two (2) jackets for inclement weather conditions.
3. The Company will pay each operator monthly a Twenty-five Dollar (\$25.00) cleaning allowance.
4. The Company will provide for the required alterations of the clothing.
5. Emblems, logos or patches shall not be attached to the standard clothing.
6. The Company will repair or replace the clothing on an “as needed” basis when damaged in the performance of duty, normal wear and tear or defects in the material or workmanship. The employee shall be required to reimburse the Company for any loss or damage to the clothing caused by negligence from off the job activity.
7. The Company will replace the clothing when it becomes worn in appearance or no longer fits the employee.
8. The Company will provide maternity style clothing to employees as necessary.

MEMORANDUM OF UNDERSTANDING

RADIATION PROTECTION TECHNOLOGIST SPECIAL CREW RATIO

To accommodate the requirement of radiation protection monitoring and surveying at nuclear power plants, the Company and Union agree to establishment of a ratio not to exceed one-to-one for Special Crew Radiation Protection Technologist classifications to regular Radiation Protection Technologist classifications on the payroll at any given plant.

JUNIOR RADIATION TECHNOLOGIST – TRAINING AGREEMENT

The Company and the Union have agreed to the following guidelines for the Junior Radiation Technologist Training Program:

1. TEST FAILURE PROCEDURE:

First Retest Step: The Junior Radiation Technologist training coordinator and instructor counsel the trainee and determine the proper remediation.

Remedial training followed by a retest not to exceed fifteen (15) days.

Final Retest Step: The Junior Radiation Technologist Training Coordinator and Instructor counsel the trainee and determine the proper remediation.

Remedial training followed by a retest not to exceed fifteen (15) days.

Final Retest Step: The Coordinator and Instructor meet with the trainee:

- To establish a remedial training program based on the input from the trainee and instructor.
- To document the remedial training plan and schedule.
- To notify the employee that the employee must take and pass the retest in a period not to exceed forty (40) days.

Final Test Failure: If an individual fails the final retest, a meeting is held with the Junior Radiation Technologist Training Coordinator, a Job Steward and the trainee:

- To notify the employee that the employee has ninety (90) days from the date of the meeting to bid out of the Junior Radiation Technologist classification.
- To advise the employee that failure to find another job within ninety (90) days will result in demotion to Helper.
- To document the results of the meeting

Decision Not to Retest: If the trainee chooses not to retest, the Junior Radiation Technologist Coordinator Instructor and Job Steward will meet with the trainee:

- To notify the employee the employee has one hundred twenty (120) days from the date of the meeting to bid out of the Junior Radiation Technologist classification.
- To advise the employee failure to find another job will result in demotion to Helper.
- To document the results of the meeting.

2. OVERTIME

- Junior Radiation Technologists will have a separate overtime list.
- Failure of a test or module will result in the individual not being offered overtime assignments when the overtime list is used. An exception may be made for overtime on a regular scheduled day off at the discretion of the Supervisor.
- A second test failure on the same test or module will result in no overtime being offered.
- Overtime not offered due to the above will not be charged against the employee, although the employee will remain on the list.
- All other overtime will be determined by the terms of the Memorandum of Agreement.

3. VACATIONS: Vacations will be scheduled the same as in the past. Any conflicts between vacation and training schedules will be worked out by mutual agreement between the employee and the Coordinator and Instructor.

4. Junior Radiation Technologists will be allowed to perform any duties that industry regulations will allow.

5. Employees who complete the Junior Radiation Technologist program will automatically promote to the shift for which the original posting was designated.

6. In the event an employee fails the Junior Radiation Technologist entrance exam, ninety (90) days must elapse before the employee may bid a Junior Radiation Technologist job.

7. Changes to the Junior Radiation Technologist's Program will be mutually agreed to by the Company and the Union.

8. The Company agrees to post six (6) new Junior Radiation Technologist jobs in July of 1988. Before posting these jobs, the Company and Union will meet to review the testing requirements for the new jobs.

INSTRUMENT CONTROL SPECIALIST - DIGITAL NUCLEAR TRAINING CENTER

To help facilitate maintenance and trouble work on the simulators at the Nuclear Training Centers at Turkey Point and Saint Lucie Nuclear Power Plants the Company and Union agree that a complement of Instrument and Control Specialist Digital (ICS Digital) jobs may be posted at each site with the special designation of "assigned to Nuclear Training Center". It is understood these positions will receive special training related to the simulators and be carried on a separate overtime list. The simulator overtime list will be used to distribute overtime relating to the simulators. ICS Digital employees from either list may be considered for overtime after all available employees on the appropriate list have been asked. ICS Digital employees who are awarded jobs at the Nuclear Training Center may be designated as Special Maintenance Employees and scheduled to work as such in accordance with the terms of the Miscellaneous Letter of Intent, Special Maintenance Employees, Paragraph 35, dated 01-20-72.

Initially two (2) ICS Digital jobs will be designated for the Nuclear Training Center at each site. These jobs will be offered on a voluntary basis to the regular and special crew ICS Digital employees at each nuclear site by seniority. Any jobs which cannot be filled by this method will be posted with the appropriate designation as explained above and filled according to Paragraph 20 of the Memorandum of Agreement. After these initial jobs are filled, any additional ICS Digital jobs needed at the Nuclear Training Center will be posted with the appropriate designation.

If this results in an obvious inequitable distribution of overtime, the Business Manager of the Union and Director of Labor Relations will work out a method of correcting such inequity.

INSTRUMENT AND CONTROL SPECIALIST AND INSTRUMENT AND CONTROL SPECIALIST DIGITAL ASSIGNED TO SECURITY MAINTENANCE TURKEY POINT NUCLEAR PLANT

To facilitate maintenance and trouble work on the security computers and security systems at Turkey Point Nuclear Plant, the Company and the Union agree that a minimum complement of three (3) Instrument and Control Specialist and four (4) Instrument and Control Specialist Digital personnel or any combination thereof not to exceed seven (7), will be specifically designated as “security maintenance” on the overtime list. Those personnel designated as “security maintenance” will be considered for security overtime work prior to considering the remaining employees on the overtime list.

Jobs designated as “security maintenance” will be offered by seniority to regular and special crew Instrument and Control personnel at Turkey Point Nuclear Plant. The regular schedule of special crew employees designated as “security maintenance” will be limited to day and peak shift assignments.

AIR CONDITIONING WORK AGREEMENT

At least ten (10) regular full-time Florida Power & Light Electricians will be selected by seniority to attend the required training, from shifts designated by the Company. The regular full-time Florida Power & Light Electricians chosen must be on the Electrical Maintenance overtime list. All training will be performed on Company time. Employees assigned to training may have their schedules changed to coincide with the training class.

A minimum of six (6) regular full-time Florida Power & Light Electricians who pass the required training and certification with greater than or equal to 80% will be designated on the overtime list as Air Conditioning Specialists.

Air conditioning work will be performed by those regular full-time Florida Power & Light Electricians designated as Air Conditioning Specialists. The Company reserves the right to use non-designated regular full-time Florida Power & Light Electricians to perform air conditioning work they are qualified to perform.

Special Crew employees may be reassigned to a day shift schedule to attend this training in accordance with Paragraph 35(g) of the Memorandum of Agreement. These employees will assume the same hours as is determined by the day schedule, to include time out for meals. The employee may elect to return to their Special Crew shift with no premium pay penalty to the Company.

Air conditioning training will result in the individual obtaining Freon handling and disposal certification.

COMPOSITE CREWS

The Company and the Union agree to the following provisions regarding maintenance performed by composite crews in the Nuclear Division:

- The Company and the Union agree to establish a classification of General Maintenance Leader in the Nuclear Division. It is intended that the General Maintenance Leader will be recognized as the Person in Charge and the most accountable individual toward accomplishing quality and efficient work objectives.
- Composite crews will not be assigned watch standing duties generally assigned to operating personnel.
- While performing assignments, an employee may perform incidental cross occupational work, provided it is within the employee's capabilities. The employee has the right and responsibility to refuse to perform such work, if it is outside the employee's capabilities.
- Craftworkers that are not performing assignments of a composite nature will be assigned work within their own craft skill except in an emergency.
- The number of composite crews and make-up of crews will be determined by Management.
- Initially, all of the existing individuals in the Chief Electrician and Maintenance Foreman classification (including special crew) will be converted to General Maintenance Leader.
- All General Maintenance Leaders will be carried on the same overtime list. The individuals on this overtime list will carry a letter designation for one discipline specialty; e.g., M-Mechanical, E -Electrical. Overtime for a specific discipline only will be distributed to the low overtime person with the discipline designation appropriate to that work. If unable to fill the overtime assignment in this manner then the overtime will be offered to anyone on the list in order of position on the overtime list. Overtime that requires multi-discipline tasks will be distributed without using the designation letter.
- Training for General Maintenance Leader and personnel relieving into General Maintenance Leader will be given to the employee by the Company. This training will be on Company time. Upon completion of the required training the General Maintenance Leader will begin directing the composite crews assigned to that employee.
- While directing tasks that require multiple disciplines (composite crews), the General Maintenance Leader will direct employees from the following disciplines: Mechanics, Machinists, Electricians and Utilityworkers. Instrument and Control Specialists, Health Physics employees and Operators may report to the General Maintenance Leader on an as need basis.
- Special Crew General Maintenance Leader will be paid the appropriate Special Crew premium
- Temporary relieving into the General Maintenance Leader classification will be from the specialty discipline from which the General Maintenance Leader is normally assigned. Temporary relieving on Special Crew will be from the Special Crew Craftworkers.

The Company and the Union agree to discuss and resolve any issues that occur during the implementation of the Nuclear Division Composite Crews.

USE OF TOOLS BY NUCLEAR OPERATORS

The Company and the Union agree to the following conditions to enhance the work process of the Nuclear Division Plant Operators. The following job functions can be performed by the Nuclear Division Plant Operators upon their successful completion of the required special training. The scope of the additional Nuclear Division Plant Operators job functions are as follows:

- a) Drains and Vents
 - Installation and removal of drains and vent caps
 - Installation and removal of drain and vent rigs
 - These tasks can be performed as their sole duties if not holding the shift and while under the direction of operations
- b) “Swagelock” type caps
 - Installation and removal of “Swagelock” type equipment to be performed in conjunction and with procedures and/or clearances
 - Installation and removal of test equipment to be connected to “Swagelock” type fittings
 - Performance of Local Leak Rate testing in conjunction with the installation and removal of test equipment
- c) Oils and lubrication, added for the purpose of maintaining the normal equipment operating levels of pumps and motors
- d) Lubrication of manual valve stems (including the use of a grease gun)
- e) Replacement of any light bulbs as long as replacement would not require a clearance or specialty training.
- f) Equipment
 - Provide the necessary tools to complete assigned tasks
 - Storage area for tools and equipment needed
- g) Replacement of Motor Filters
- h) Use of a fixed hoist (electrical, air or chain driven) for the following purposes:
 - Inspecting / changing Turbine Lube Oil basket strainers
 - Lifting boric acid drums
 - Raking grizzly screens
 - Lift nitrogen bottles inside containment (Turkey Point Plant outage specific)
- i) Transport compressed gas cylinder bottles using a gas cylinder hand cart
- j) Installation of test gear associated with pump and motor testing, i.e. Vibrometers, Pyrometers, Test Gauges, Thermometers
- k) Venting of flow and pressure instrumentation not requiring a clearance (not to perform calibrations)

Additional specific tasks, not listed above, may be agreed to by the Director of Labor Relations and Business Manager. These additional tasks may be rescinded in thirty (30) days by either party, with written notice of their intent.

WELDING CERTIFICATION NUCLEAR

The Company agrees to pay One Dollar and Fifty Cents (\$1.50) per hour skill premium to those Mechanic type positions and Machinists who are certified by the Company and physically able to perform all aspects of this type work. The current certified welders will receive One Thousand Two Hundred Fifty Dollars (\$1,250.00) and every twelve (12) months thereafter that the certification is retained. Employees who obtain their certification will receive payment of One Thousand Two Hundred Fifty Dollars (\$1,250.00) when certified and every twelve (12) months thereafter that the certification is retained. Employees certifying must retain their weld certification for one year.

The determination of which job in a plant a Mechanic type position or Machinist with a welding certificate will be used, will rest solely with the Company. Relieving pay will not be paid for welding at any time. Only Mechanics, Itinerant Mechanics, Itinerant Machinist and Machinists will be eligible for this certification.

Application for welding certification will be voluntary. When the Company determines to certify Mechanics, Itinerant Mechanics, Itinerant Machinist, Machinist, it will select the location and notify selected employees, based at that location, that certification examinations will be held. If an excess number of these employees pass certification, the Company will make its selection on the basis of Paragraph 17 of the Memorandum of Agreement. Employees who are certified will participate in distribution of overtime in the same manner as they do now, except on jobs where the Company determines that a certified welder is desirable, in which case the low overtime certified welder who is available will be used. Under this provision, Machinist will not be required to travel as certified welders, but Itinerant Machinist will be required to travel as a certified welder.

Recertification will be conducted periodically as deemed necessary by the Company. For an employee to retain his/her certification he/she must qualify to the standards established at his/her their regular work location.

For the purpose of layoff Mechanics, Itinerant Mechanics, Itinerant Machinist and Machinists holding certification as welders will be treated exactly as the other Mechanics, Itinerant Mechanics, Itinerant Machinist and Machinists under the provisions of Paragraph 21 of the Memorandum of Agreement.

ICS-DIGITAL NUCLEAR

It is recognized that the Instrument and Control Specialist digital is not a foreman and may be assigned any instrument and control duties at the plant.

For the purpose of overtime distribution, the newly created classification of Instrument Control Specialist-Digital will be included on the same overtime list as the regular Instrument Control Specialist employees.

Any Instrument and Control Specialist may assist an Instrument and Control Specialist-Digital and no temporary relieving will be required.

Apprentice Instrument and Control Specialists after one (1) year as Instrument and Control Specialist will convert to Instrument and Control Specialist-Digital in the classification they hold, e.g. Special Crew, Itinerant, etc.

FPL NUCLEAR WEAPONS POLICY

Except where otherwise permitted by applicable law or Company policy, the possession, introduction or the attempted introduction into an FPL Nuclear Plant of any firearm, weapon, weapon components, ammunition (or a projectile that can be shot from a weapon), explosives, incendiary device, hazardous chemical, poison or biological agent, or any other material or device that can cause severe harm to persons or property, is prohibited. Possession shall include, without limitation:

- On the employee's person
- In the employee's belongings
- In the employee's locker or at the employee's work station
- Any other location in the plant where the employee can access the prohibited item

It is the responsibility of each employee entering an FPL Nuclear Plant to ensure that prior to such entry, they are not carrying any of the aforementioned prohibited items. The possession, introduction or attempted introduction of the above mentioned prohibited items into an FPL Nuclear Plant shall constitute a violation of this Policy and shall subject the violator to 160 hour suspension for the first offense and for a second offense discipline up to and including discharge.

For any questions regarding these policies, contact your business unit Human Resources representative.

NUCLEAR SUPPLEMENT INDEX

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35. SCHEDULES OF WORK

- a) (1) The regular schedule of non-shift employees in Power Generation Division will be five (5) consecutive days of eight (8) consecutive hours (exclusive of mealtime) per week, between the hours of 7:00 AM and 6:00 PM Monday through Friday except as provided in Subparagraphs (a)(6), (c) and (d).
- a) (2) The Company and the Union agree to establish Special Maintenance classifications to include Mechanical, Electrical, Instrument and Utilityworker within Power Generation Division.
- Special Maintenance Employees may be scheduled to work eight (8) consecutive hours during any five (5) days per week provided those hours of work will coincide with the following established shifts:
 - 7:30 AM to 3:30 PM
 - 3:30 PM to 11:30 PM
 - 11:30 PM to 7:30 AM
 - 10:00 PM to 6:00 AM
 - The Company agrees that rest days for Special Maintenance employees will be consecutive.
 - It is agreed that schedules may be changed with twenty-four (24) hours advance notice; however, such changed schedules shall remain in effect for more than four (4) workdays.
 - It is agreed that Special Maintenance personnel, in Power Generation Business Unit, will be supervised by a Special Crew Maintenance Leader.
 - Special Maintenance employees in the classifications of Craftworkers shall not exceed a one (1) to three (3) ratio to the corresponding regular classifications of Craftworkers on the payroll for the department.
 - In the event of a temporary absence within a Special Maintenance classification the Company agrees to temporarily relieve only from the personnel within the Special Maintenance classifications.
 - Temporary vacancies in Operator shift schedules will not be filled by Special Maintenance employees.
 - Special Maintenance personnel will not be scheduled to work any two (2) straight-time workdays back to back; e.g., sixteen (16) continuous hours of work at the straight-time rate.
 - All Special Maintenance classifications in the Production Department shall receive fifty cents (\$0.50) per hour in addition to their regular hourly rate.
 - For the purpose of overtime meals only, employees regularly assigned to a Special Crew will be considered as shift workers.
 - When Special Maintenance Crews are posted, the initial regularly scheduled hours and workday will be included on the job posting. When a vacancy occurs at a location where there are more than one of the above mentioned crews, Special Crew employees at that work headquarters (except employees who possess special skills or qualifications as the Company deems necessary) will be offered the opportunity to fill the vacancy in order of seniority. The remaining open shift will be posted.

(6) TEN HOUR, FOUR DAY WORKWEEK

Scope:

A schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented for non-shift personnel in PGD. The (4) four days schedule will be inclusive of the employee's regular five (5) day workweek. This schedule will be implemented as deemed necessary by the Company with at least three (3) days' notice and the Company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement. During the startup phase of new and repowered power plants, this schedule may apply to all employees at the site and may include either Saturday or a Sunday as part of their normal shift. Startup phase is defined as beginning with the initial staffing of plant personnel and continuing until the units are declared "Commercial".

Vacations:

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for ten (10) hour work period would be charged ten (10) hours vacation).

Holidays:

In a week with a holiday, employees on a ten (10) hour, four (4) day schedule may be rescheduled to an eight (8) hour, five (5) day workweek or the holiday will be taken the same as vacation. The employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours "employee request" (not paid). A floating holiday will be taken the same as vacation; the employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours "employee request" (not paid).

Employee Illness – Death in Family – Sickness in Family:

To such extent the employee shall be paid the employee's salary for each regular scheduled workday lost up to eight (8) hours, (four (4) day ten (10) hour schedule shall be paid ten (10) hours) because of such bona fide illness. Pay for bona fide illness shall not be cumulative and no employee shall receive sick leave pay for more than forty (40) hours in any one (1) week.

Jury Duty – Court Service – Voting:

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that "eight (8)" shall be replaced by "ten (10)."

Meals:

If an employee has not previously earned a meal, a meal will be earned after eleven (11) consecutive hours following their starting time and additional meals at five (5) hours interval thereafter, if they continue to work. All other meals paid will be in accordance with Paragraph 41 of the Memorandum of Agreement.

TWELVE (12) HOUR SHIFTS

Scope:

The following changes are required to maintain a motivated engaged workforce. This schedule will be offered at those locations selected by the Company. Seventy-five percent (75%) of the Bargaining Unit employees affected by the schedule change must vote in favor of the twelve (12) hour shift in order for implementation at that location. At such time, the employees will select the hours of work (e.g., 6-

6, 7-7, 8-8). Voting will be administered by the Chief Job Steward and the Supervisor at the affected location. The Company and Union will review this process each year to improve its effectiveness and either party may terminate the agreement at the end of the term of the contract period.

Once a twelve (12) hour shift has been voted into a work location, it will remain in effect for a minimum of one (1) year. After that the Bargaining Unit employees can petition for a vote with the signatures of eighty percent (80%) of the Bargaining Unit employees affected. The vote would be administered the same as above.

Vacations:

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a twelve (12) hour work period would be charged twelve (12) hours vacation). Shift employees in the Power Generation Business Unit working twelve (12) hour shifts may carry a portion of this vacation into December to offset any time lost due to holidays and unused vacation set aside and not used will be carried over to the next year.

Holidays:

Holiday Worked:

- Employee receives eight (8) hours of holiday pay plus twelve (12) hours at one and one-half (1 1/2) times the employee's normal hourly rate.

Holiday Not Worked:

- Employee receives eight (8) hours of holiday pay and four (4) hours of straight-time pay difference between the employee's normal schedule hours and the eight (8) hours holiday pay.
- Employees will not be forced to use their short day on a holiday.

As per Paragraph 36, all off-scheduled hours worked on days the employee observes as a holiday shall be paid for at double time. When an employee has more than four (4) consecutive days off, and the holiday falls on one of these days off, the closest scheduled workday will be observed as the holiday. The holiday will be observed on the last scheduled workday if the holiday falls in the middle day of an odd number of days off. Holiday pay may be taken as additional hours of vacation in the current (if mutually agreeable) or the following year at the employee's request.

Employee Illness – Death in Family – Serious Illness in Family:

Employee illness-death in family shall be taken consistent with Paragraph 6 of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an eligible employee who is absent due to a bona fide illness who is regularly scheduled to work twelve (12) hours, will be charged twelve (12) hours sick leave).

Jury Duty:

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that "eight (8)" shall be replaced by "twelve (12)".

Schedule of Work (Paragraph 35)

- b) The regular schedule hours of work for operating employees will consist of seven (7) workdays in a normal two-week pay period. Three (3) workdays will be scheduled in one week with four (4) workdays in the other. The maximum normal schedule length will be twelve (12) hours. A minimum of eighty (80) total equivalent straight-time hours will be scheduled in any pay period. Regular schedules may be changed upon twenty-four (24) hours advanced notice. Sunday and holiday work may be regularly scheduled.

- e) In connection with the overtime hours provisions of Subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:
 - 1. All hours worked over thirty-six (36) hours in a three day workweek.
 - 2. All hours worked over forty (40) hours in a four-day workweek. Sick leave, vacation, and holiday hours will not be considered as hours worked for overtime purposes.
 - 3. All hours worked outside regular schedule in any one (1) workday.
 - 4. All hours worked on the employee's rest days.

For the purpose of training and other special needs, employees may occasionally be rescheduled to work five (5) consecutive days of eight (8) consecutive hours (exclusive of mealtime) per week between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

It is understood that twelve (12) hour shift schedules were negotiated to provide the employees that elected to work them with a minimum of eighty and one half ($80 \frac{1}{2}$) equivalent straight-time hours in any two week pay period. The anticipated schedule was thirty-six (36) hours in the first week and Forty-three (43) hours in the second week. This schedule would provide eighty and one half ($80 \frac{1}{2}$) equivalent straight-time hours.

This schedule, however, will cause unanticipated administrative problems when an employee is required to miss some time on the second week due to such things as holidays, jury duty, employee illness, etc. In order to avoid these administrative problems the Company will agree to schedule at least forty-four (44) hours the second week. Employees that scheduled to work their eight (8) hour day on the last day of the second week, and are on overtime, may be released after seven (7) hours if not needed. It is expected that the Production Leader will adjust the schedule each pay period to balance the overtime on his/her shift.

Meals:

If an employee has not previously earned a meal, a meal will be earned after twelve and one-half ($12 \frac{1}{2}$) consecutive hours following their starting time (holdover of $\frac{1}{2}$ hour) and additional meals at five (5) hour intervals thereafter if the employee continues to work. All other meals will be in accordance with Paragraph 41 of the Memorandum of Agreement.

Retirement Savings Plan:

Regarding the impact of twelve (12) hour shifts on the Retirement Savings Plan contribution, the Company's intent is to consider eighty (80) hours worked per pay period as eligible for Thrift Company contributions. For the first week of the pay period, the thirty-six (36) hours worked are

eligible for Thrift Company contributions. For the second week of the same period, forty-four (44) hours of the forty-eight (48) hours worked are eligible for Thrift Company contributions.

In order to accommodate employees, who work a 12 hour shift, it is incumbent upon those employees to record the hours worked correctly on the time report to capture the full eighty (80) hours as “thriftable” income.

- b) (1) The regular schedule of operating employees in Power Plants and all departments regularly scheduled to work in shifts (either overlapping shifts, two-shift or three-shift operation) will be five (5) days of eight (8) consecutive hours per week provided, however, that the regular schedules may be changed upon twenty-four (24) hours advance notice. The schedule of any shift individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee’s Supervisor. Sunday and holiday work may be regularly scheduled, however, whenever possible, rest days shall be consecutive. It is further agreed that during periods when units are “off-line” and not needed to meet system load requirements that operators on shift may perform maintenance as directed by the Production Leader.

The established PGD shift to non-shift ratios will include all non-shift employees (Itinerant Work Force and Base Maintenance) Craftworker and above. The ratios will be changed to a three (3) (shift) to two (2) (non-shift). The minimum Base complement will be thirty-five (35) Craftworkers and above.

Employees who apply for and are awarded a Production position will be required to qualify in that position at that location. This requirement will be enforced for a six (6) month period and affects employees who have never qualified in a Production position. The employees will not be permitted to apply for Production positions outside of their current location until such time as they qualify or if the training is not provided within a six (6) month period. There is no application restriction for applying for positions outside of the Production department.

- b) (2) During the initial start-up of a unit(s), operators may be assigned to a schedule of eight (8) consecutive hours,(exclusive of mealtime),per day until such time that a two (2) or three (3) shift operation schedule is established on that unit.
- b) (3) Except as provided in Paragraph 35 (c), Operators or Utilityworker(s) when scheduled on maintenance and reassigned without notice to operations during the day shift will retain the same quitting time as maintenance employees and will be paid at the overtime rate for any time worked outside the work schedule for maintenance employees. Operators, when scheduled to work on the day shift in operations and are reassigned without notice to work in maintenance will be paid at the overtime rate for hours worked outside the work schedule for operating employees on the day shift.
- c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:

When one or more units are scheduled under either Paragraph 35 (c) (1) or 35 (c) (2), they may be defined on one posting. This posting will define the work to be performed, the employee’s hours and days of work, and under which Subparagraph of Paragraph 35 (c) the work is being scheduled.

Employees under this condition will be allowed to work on any of the posted units on their posted schedule.

Where only one unit is posted under either Paragraph 35 (c) (1) or 35 (c) (2) and subsequently a new unit(s) requires work to be performed under either Paragraph 35 (c) (1) or 35 (c) (2), a new schedule will be posted. This posting will define the scope of work, the hours and days of work, and under which Subparagraph of Paragraph 35 (c) the work is being performed.

The overtime list will be used to make assignments unless the entire classification is being assigned equivalent hours, or no overtime work is planned. Such rescheduled employees may be assigned to any shift needed, and will be paid the equivalent of the operator's shift differential. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hours' notice was not given, shall be paid for at one and one-half (1 1/2) times the regular straight-time hourly rate until the expiration of the twenty-four (24) hours' notice. Such rescheduled employees will be paid at their respective overtime rates plus appropriate shift differential for any work done on their respective normal days off.

- c) (1) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours' prior notice) to handle jobs which will require more than four (4) days for completion on a rush basis. For the purpose of this paragraph, "rush basis" means the work will be scheduled at least six (6) days per week.
- c) (2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of four (4) days. An individual will not be required to work an assignment of this type more than one time during a pay period.
- d) A Watch Person may be assigned such schedules as work and duties may require and will be paid overtime for hours worked in excess of forty (40) hours per week.
- e) In connection with the overtime hour's provisions of Subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:
 - 1. All hours over forty (40) per workweek.
 - 2. All off schedule work.

Overtime hours will be paid, except as otherwise provided for herein, at one and one-half (1 1/2) times the regular straight-time hourly rate. There shall be no compounding of overtime or premium pay; namely, duplication of premium or overtime payment.

- f) For planned work involving overtime in PGD, schedules for non-shift employees shall be considered changed when both the starting and stopping times are changed for two (2) consecutive days or more regardless of the number of hours worked per day. In these cases, the first eight (8) hours within the period 7:00 AM to 6:00 PM shall be the regular schedule.

g) It is further agreed that from time to time employees regularly assigned to a schedule outside the hours of 7:00 AM to 6:00 PM may be rescheduled for the Company Orientation Program, Apprentice Instructor Meetings, Switching Schools, or other occasions that must be mutually agreed upon between the Company and Union prior to any rescheduling. Such employee will be rescheduled to a workweek as follows:

- Saturday and Sunday off, and Monday through Friday on the regular day schedule for the period of the meeting.
- Such rescheduled employee will assume the same hours as is determined by the day schedule (this may include time out for meals) and remain on the day schedule for a minimum of five (5) days or multiples thereof unless by mutual agreement between the employee and the employee's Supervisor, the employee is reassigned to the employee's previous schedule.

35.1 WORK ON SECOND REST DAY

- a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.
- b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest day and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal shift.

37. ROTATING AND TRADING SHIFTS

Where the nature of the service requires scheduled shifts, such shifts shall be arranged so that each shift shall be rotated among all employees as regularly and evenly as is reasonably possible. Employees will, upon request, be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.

38. CALL OUTS – PREARRANGED OVERTIME

- a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:
 - 1) A call out if the employee has less than twelve (12) hours' notice, or
 - 2) Prearranged overtime if the employee has twelve (12) hours' or more notice.
- b) On a call out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually worked shall be allowed.
- c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time

actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours' notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours' pay at one and one-half (1 1/2) times the employee's straight-time hourly rate. If an employee who has no telephone is notified of a cancellation less than seven (7) hours prior to the starting time of the overtime, the employee will receive one (1) hour's pay at one and one-half (1 1/2) times the employee's straight-time hourly rate. For purposes of this Subparagraph, if an employee has a pending application for a phone, or if the employee has listed with the Company a phone number where the employee may be contacted, the employee shall be considered as if the employee has a telephone.

- d) On call outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.
- e) Any employee called out before the employee has had eight (8) consecutive hours off-duty since the end of the employee's last scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Any employee called out nine and one-half (9 1/2) hours or more before the employee's next regular scheduled starting time after the employee has been scheduled off a day or more will continue to be paid at the overtime rate until the employee has had eight (8) consecutive hours off-duty. However, in either instance the Company will give eight (8) hours off-duty at its discretion at the completion of the work and if the eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate. Any employee continuing to work beyond the employee's regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Upon completion of the work, the employee shall have eight (8) consecutive hours off-duty and if such eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate.

41. MEALS-LODGING-TRANSPORTATION

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be Thirteen Dollars (\$13.00) on November 1, 2014.

When employees are entitled to mileage reimbursement, the prevailing IRS Mileage rate shall be used.

- a) Call Out: If an employee is called out to work one and one-half (1 1/2) hours or more before their regular starting time, they will earn a meal upon starting work and at five (5) hour intervals thereafter, if they continue to work.
- b) Prearranged: Regularly scheduled workday: If an employee is prearranged to begin work one and one-half (1 1/2) hours or more before their regular starting time, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.

- c) **Prearranged: Rest day or holiday:** If an employee is prearranged to work on a scheduled day off and they begin work one and one-half (1 1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.
- d) **Extended Hours:** If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

Note (1) See Ten (10) Hour Shift.

Note (2) See Twelve (12) Hour Shift.

- e) For prearranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.
- f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight. This includes the noon meal on the first day away from headquarters. This does not include the noon meal when the employee is not required to be away from headquarters overnight.
- g) The Company will not pay an employee for time out for meals, with the exception of approved instances, where a non-shift employee is engaged in rush work, and with the exception of shift employees whose duties require them to eat while performing their work.

LODGING – TRANSPORTATION

- h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.
- h) (1) When an employee works temporarily at some location (more than sixty-five (65) miles) other than the employee's regular headquarters, travel from regular headquarters to new headquarters and return shall be on Company time and expense.

The employee, while traveling on consecutive assignments will be traveled to their regular headquarters prior to the next assignment if the employee has or will be away from his/her regular headquarters six (6) weeks or more from the scheduled completion date of the next assignment. These employees will be traveled home to their regular headquarters for a minimum of twenty-four (24) hours prior to their next assignment. This will in no way affect the employee's eligibility for assignment.

- h) (2) The Company will furnish the employee a listing of preferred area hotels, with phone numbers, prior to the assignment. Travel expenses will be reimbursed using one of the following options. It is understood Option 1 is the usual level of benefit.

The employee during unusual circumstances may use Option 2, if the usual room rate availability is not accessible or changes during the assignment for any reason. The employee must notify the Company prior to exercising Option 2.

If less than twenty-four (24) hours' notice is given for the travel assignment, at the employee's request the Company will furnish lodging for the first night of the assignment:

OPTION 1: Provide a per diem rate of:

- North Region (CCEC, PSR)
 - One Hundred Twenty-Five Dollars (\$125.00)
- West Region (PMT, PFM)
 - One Hundred Twenty-Five Dollars (\$125.00)
- East Region (PSL, PMR, RBEC, WCEC, OCEC)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Thirty-Five Dollars (\$135.00) from December 15 through May 31
- South Region (PEEC, DBEC, PTF, PTN)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Forty Dollars (\$140.00) from December 15 through May 31

When the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

OPTION 2: The Company will reimburse reasonable lodging expenses, as validated by receipt, plus Fifty-Five Dollars (\$55.00) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

- h) (3) When an employee works more than sixty-five (65) miles from the employee's regular headquarters, shall upon request, and upon the completion of the employee's scheduled week, be returned to the employee's regular headquarters on Company time and expense, unless assigned at least eight (8) hours' work on the employee's first day off.
- i) When an employee works temporarily at a location within sixty-five (65) miles of the regular work headquarters the Company will:
 - Provide for mileage each day during the assignment. Provide for travel time to the temporary location the first day of the assignment and return on the last day of the assignment. This will be in lieu of the mileage premium below for these days.
 - Meals paid only as earned under the meal provision of the Memorandum of Agreement.
 - Fifteen Dollars (\$15.00) per day will be paid for assignments over fifty (50) miles up to sixty-five (65) miles.
 - Travel between PFM and PMT, and the travel between PSR and CCEC will be in accordance with this provision as if the locations were within sixty-five (65) miles of each other, with the appropriate mileage paid. Twenty Dollars (\$20.00) per day will be paid for these assignments over sixty-five (65) miles. This payment is in lieu of the Fifteen Dollars (\$15.00) dollars mentioned above.

Travel of classifications between (PEEC and DBEC) will be done in the following manner:

- Travel time the first and last day of the assignment if notified prior to the end of the shift the preceding day.
- Travel time both ways the first day of the assignment when proper notice is not given and then travel time one way the second day and the last day of the assignment.
- Provide mileage for each day of the assignment.
- Assignments involving overtime will be determined by the overtime list.
- Assignments offered by seniority and qualifications if relieving into a higher classification is necessary.
- Assignments involving clearances or three (3) or more personnel will have a Maintenance Leader assigned or designate the senior qualified employee to temporary relieve Maintenance Leader.
- All personnel will remain on their respective plants overtime list unless modified as per Paragraph 44.

It is agreed that if all itinerants within a region are being utilized, base non-shift employees may be traveled within a region for emergency work. No assignments shall be for more than five (5) days. Assignments will be made using only volunteers by their ranking on the plant overtime list. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hour notice was not given shall be paid for at one and one half (1 1/2) times the regular straight-time hourly rate until the expiration of the twenty-four (24) hours' notice. If the five (5) day limit for the assignment is violated the employee shall receive travel time each way for each day of the assignment, but in no case shall an assignment last for more than seven (7) consecutive days. This provision does not limit the Company's ability to travel base non-shift employees when all itinerants in the system are utilized.

- j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.
- k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one (1) month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

MEMORANDUM OF UNDERSTANDING

Adjacent Geographic Location

The following language has been developed jointly and agreed to for the purpose of consolidating plants with multiple bid locations into one bid location.

The Manatee, Turkey Point and Martin plants will each establish one bid location. (Example, bid locations PMT and PMX will be consolidated into one bid location PMT).

Overtime distribution will be administered in accordance with Paragraph 44 of the M.O.A.

Employees in Production (shift) classifications will be provided the opportunity to volunteer by seniority to cross train on other units at the same location. Cross training will be capped at (but not limited to) twenty-five percent (25%) from each classification and will be trained sequentially so as to not impede unit operations. Volunteers will be offered training after those employees who currently hold the positions are qualified.

It is further agreed Unit / shift vacancies will be offered to the existing population first, within the same classification, and then filled through the Job Posting process.

/s/ G.J. Aleknavich
Business Manager
System Council, U4

/s/ B.P. Callaghan
Director, Labor Relations
Florida Power & Light Company

Location	Application Process	Distribution of Overtime	Description
Plant Turkey Fossil PTF 1 & 2 Synchronous Condensers PTF 5 CT's	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Non-Issue
Port Everglades Energy Center PEEC	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Addition to existing contract language under Paragraph 41 Meals – Lodging – Transportation (h) (3) (i); Travel of classifications between (PPEC and DBEC) will be done in the following manner.
Dania Beach Energy Center DBEC PFL 6 Peakers and DBEC 7 CT's	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Addition to existing contract language under Paragraph 41 Meals – Lodging – Transportation (h) (3) (i); Travel of classifications between (PPEC and DBEC) will be done in the following manner.
Riviera Beach Energy Center RBEC	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Non-Issue
Plant Martin PMG 3, 4 & 8 CT's PMB	1 Bid Location	1 OT List ML 1 OT List Craftworkers 1 OT List Maintenance Workers	Non-Issue
Plant Manatee PMT 1 & 2 Fossil PMX 3 CT	1 Bid Location	1 OT List ML 1 OT List Craftworkers 1 OT List Maintenance Workers 1 OT List Utilityworkers	Combine all Maintenance into 1 work location

Location	Application Process	Distribution of Overtime	Description
Plant Sanford PSR 4 & 5 CT's	1 Bid Location	1 OT List ML 1 OT List Craftworkers 1 OT List Maintenance Workers	Non-Issue
Cape Canaveral Energy Center CCEC	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Non-Issue
Okeechobee Clean Energy Center OCEC	1 Bid Location	1 OT List Craftworkers	Non-Issue
West County Energy Center WCEC	1 Bid Location	1 OT List ML 1 OT List Craftworkers	Non-Issue
Plant Turkey Fossil PTF 5 CT's	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue.
Port Everglades Energy Center PEEC	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Dania Beach Energy Center DBEC PFL 6 Peakers and DBEC 7 CT's	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Riviera Beach Energy Center RBEC	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Plant Martin PMG 3, 4 & 8 CT's PMB	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Plant Fort Myers PFM 2 CT's, PFM 3 Peakers	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue

Location	Application Process	Distribution of Overtime	Description
Plant Manatee PMT 1 & 2 PMX 3 CT	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Combine PMT 1 & 2 & PMX 3, establish 1 overtime list for PL & 1 for PT, PS & ST, volunteer by seniority to cross train, capped at (But not limited to) 25% from each group. Unit / shift vacancies will be offered to existing population first, within the same classification, then filled through the Job Posting Process.
Plant Sanford PSR 4 & 5 CT's	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Cape Canaveral Energy Center CCEC	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
Okeechobee Clean Energy Center OCEC	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue
West County Energy Center WCEC	1 Bid Location	1 OT List PL 1 OT List PT, PS & ST	Non-Issue

SPECIAL TRAINING SCHOOLS OUTSIDE STATE OF FLORIDA

Bargaining Unit personnel attending special training schools, outside the State of Florida.

1. Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.
2. Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.
3. Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.
4. Airfare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.
5. The Company will pay lodging expenses.
6. The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be Fifty-Five Dollars (\$55.00) a day.
7. The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

44. DISTRIBUTION OF OVERTIME

- a) Separate overtime lists will be established in PGD for the following classifications for each work location:
 - Production Leader
 - Production Technicians, Production Specialist, and Shift Technicians
 - Maintenance Leaders
 - Maintenance Technicians, including ICS Digital
 - Itinerant Maintenance Leader
 - Itinerant Maintenance Technicians
 - Crew Leaders
 - Maintenance Workers
 - Utilityworkers

Overtime will be distributed equally by classification in each regular working headquarters to the best ability of the Supervisor in charge, using the biweekly posted overtime list as a guide for such distribution. Overtime assignments identified as "Maintenance" will use the Non-shift overtime lists to call out or assign work as needed. Overtime assignments identified as "Production" will use the shift overtime list first. If not enough personnel are obtained using either applicable list, then the base plant personnel on the other list will be asked, followed by the itinerant personnel. Personnel on the "first list" will be responsible for the identified overtime and will be assigned first if enough people cannot be obtained using the other lists. Personnel from any list must be available and qualified to be eligible for any overtime assignment.

Overtime records at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime assignments during the period were made in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all overtime assignments in the period were made in accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be make-up overtime work which would not ordinarily be performed on overtime, to take place within thirty (30) days of such determination. Failure to provide such work after such determination shall subject the Company to payment.

The Company will have no obligation to provide make-up overtime work to any employee as a result of the call out, with less than one (1) hours' notice, or holdover of another employee. The Company shall have no obligation to provide make-up overtime work as a result of an assignment to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification.

For the purpose of distribution of overtime the Machinist and Mechanic classifications shall be considered as one. At a location where Special Maintenance classifications are employed, the Special Maintenance classification and its corresponding regular classification will be considered as one (1) classification.

All Special Crew employees in PGD may be called out if the call out occurs within two (2) hours of their regular starting time. This agreement will not affect the current manner in which employees are required to work overtime.

- b) In compiling the biweekly posted overtime list, the following conditions will be adhered to:
 - 1. Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one (1) hour more overtime than the high overtime employee in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list, except as provided in Memorandum of Agreement 48.1 (b) "Itinerant Crews" and Memorandum of

Understanding Paragraph 4 “Assignment of Plant Maintenance Personnel”. Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

2. When an employee changes the employee’s regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision by memo. These employees will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b) (1). When an employee relieves outside the Bargaining Unit, and returns, the employee will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification.
3. If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call out overtime, the employee shall be charged if they do not have a telephone. Employees will be allowed two (2) phone numbers on the overtime list. If the employee is called and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against Apprentices who turn down overtime to attend Apprentice-Training Classes. Overtime will not be charged against Apprentice Instructors or Training Instructors who turn down overtime to instruct scheduled training classes; however, all hours worked by such Apprentice Instructor or Training Instructor will be applied to the overtime list as overtime worked.
4. If an employee is sick he/she will not be offered overtime during his/her regular shift. An employee who accepts an overtime assignment and then fails to report by calling in sick will be charged as refusing the assignment.
5. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee’s last scheduled regular workday shift before going on vacation until the employee’s scheduled starting time on the employee’s first scheduled workday after the employee’s vacation. This is not to be interpreted as meaning the employee is not subject to call back while on vacation, as provided in Subparagraph 8(b) of this Agreement.
6. At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero (0), listed in seniority order and shall become effective upon posting the list at each work location at the regular agreed upon time.

7. Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
8. The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
9. If this method results in an obvious inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

TRAVELING CREW – POWER GENERATION

The Company proposes to establish a traveling crew to work plant overhauls, emergencies, and special projects. This crew will be made up of itinerant personnel at the power plants and will travel to other plants as required. The following provisions will apply.

Assignment:

Power Generation personnel will be assigned to plant overhauls, emergencies, and special projects in the following manner:

- Traveling Crew personnel from the particular (home) plant.
- Available non-traveling crew personnel from the particular (home) plant.
- Traveling crew personnel located at other plants. (For the purpose of assignment for plant overhauls, emergencies or special projects, FOS Itinerant personnel will be considered as assigned to "Special Project" whether they are physically assigned to the actual plant location or remain at the FOS facility working on the "Special Project." Therefore, FOS Itinerant personnel will not be required to travel prior to assigning other personnel.)
- Available employees from other plants on a volunteer basis (those employees who do not volunteer will not be charged with the overtime performed).
- If a deficiency still exists in the number of employees needed for plant emergencies, then the Company may assign any qualified employee at any location. Such assignments will be made on a seniority basis by locations. (Emergencies are defined to be events that will limit the capability of a plant as a result of a forced outage and restoration from weather related, environmental or catastrophic events).

Overtime:

Overtime for plant overhauls, emergencies, and special projects will be distributed using the following:

- Traveling crew (Itinerant) and plant overtime lists will be maintained separate at each plant.
- Plant personnel will be asked first for any overtime not resulting from plant overhauls, emergencies, and special projects. Itinerants will be offered next, if enough plant personnel do not volunteer. Plant personnel will be assigned by seniority if enough volunteers are not obtained. Itinerant personnel may be assigned if there is not enough plant personnel.
- Assignment of plant personnel to a unit overhaul will be made using the plant overtime list.
- Assignment of traveling crew personnel to any location will be made by using the overtime list for traveling crew at their home plant.

- A single overtime list will be established for each classification for each assignment (overhaul, emergency, or special project). This list will be a combined list of itinerants and plant personnel.

Additional non-holdover overtime will be offered from this list to the low overtime, qualified person.

Relieving:

- Maintenance Leaders and additional supervisory personnel required for an overhaul, emergency, or special project may be provided by temporarily relieving either plant or itinerant personnel as required for the duration of the assignment (This would include up to four (4) weeks prior to the actual start date and up to two (2) weeks after the actual end date). Additional time may be allowed upon agreement between the Business Manager and the Director of Labor Relations.

48. APPRENTICES IN ALL DEPARTMENTS

See General for Paragraph 48 conditions “(a)”through “(e)”

- f) In the Maintenance Technician/E, Maintenance Technician/ M, Maintenance Technician/I and classifications in the Production Department and all corresponding Itinerant classifications, the ratio of Apprentices to Craftworker at any one (1) location shall not exceed: One (1) Apprentice to one (1) Craftworker; one (1) Apprentice to two (2) Craftworkers; two (2) Apprentices to three (3) Craftworkers; two (2) Apprentices to four (4) Craftworkers; three (3) Apprentices to five (5) Craftworkers; three (3) Apprentices to six (6) Craftworkers; and above six (6) Craftworkers, the ratio will be one (1) to two (2). For the purpose of this clause, Machinists, Maintenance Leader, shall be considered Craftworkers.
- g) Ratios as set out in (f) shall be determined on the basis of the number of Apprentices and corresponding Craftworkers on the payroll at a working headquarters. The temporary absence of Craftworkers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew. When an Apprentice automatically promotes to Craftworker, no contractual ratio will be affected by this promotion. However, the Company will correct the condition and restore proper ratio at its first opportunity.
- h) In all departments when an Apprentice has been in the Apprentice classification for more than two (2) years and is not competent to become a Craftworker, the employee shall not be counted in the Apprentice ratio.
- i) When an employee has served four (4) full years in the Apprentice classification, the employee shall automatically be promoted to a Craftworker classification at the employee’s location, provided that the employee is fully qualified. Job Posting Process will not apply in the automatic promotion of Apprentices.
- j) Based upon qualifications, an Apprentice may perform work alone, outside of sight and sound of a Craftworker. It is understood that the intent and application of this provision will apply in the following manner:

1. The present method of assigning Craftworkers and Apprentices will not be altered.
2. When an Apprentice is assigned to a Craftworker and the Craftworker feels the Apprentice is qualified to work alone on a segment of the job assignment, the Craftworker may assign the task to the Apprentice.

k) When an Apprentice promotes to Craftworker the employee's starting pay bracket will be determined by the amount of time spent in the Apprentice classification.

- | | |
|--|-------------------------|
| • Less than one (1) year | Bottom of bracket |
| • More than one (1) year; less than two (2) full years | 1 st Bracket |
| • More than two (2) years; less than three (3) full years | 2 nd Bracket |
| • More than three (3) years; less than four (4) full years | 3 rd Bracket |
| • Four (4) full years | Top of bracket |

l) The Company will not require an Apprentice to work on, climb through or work above energized conductors carrying more than five hundred (500) volts during the employee's first year of Apprenticeship. After completing the employee's first year, the determination of whether the Apprentice is qualified to work on conductors carrying more than five hundred (500) volts will be made by the Apprentice, the Maintenance Leader or equivalent, supervising the Apprentice and the Craftworker with whom the employee works. Should any question arise as to whether or not the employee is qualified to perform the duties assigned to the employee, which cannot be resolved locally it shall be brought to the attention of the Supervisor of Apprentice Training and report the Supervisor's findings to the Joint Apprenticeship Committee for determination as to whether the Apprentice is qualified to perform the work in question. Even if the Apprentice has more than the first year as an Apprentice, the above determination must be made. In arriving at the first year of Apprenticeship, the time in classification plus credit allowed for related experience is to be used.

48.1 PLANT ITINERANT

b) There may be established, in addition to Itinerant Mechanics, Itinerant Electricians, and Itinerant Instrument Mechanics, the classification of Itinerant Instrument and Control Specialists, Itinerant Machinists and Plant Maintenance Technician M/E/I-Itinerant in the Production Department. The Machinist, Mechanic and Maintenance Technician-M classifications shall be considered as one classification. Itinerant Machinists, Itinerant Mechanics, Itinerant Electricians, Itinerant Instrument Mechanics, Maintenance Technician M/E/I Itinerant and Itinerant Instrument and Control Specialists will be assigned headquarters in a specific Class "AA" Plant and will perform work as Machinists, Mechanics, Electricians, Instrument Mechanics, Maintenance Technicians, or Instrument and Control Specialists in various plants throughout the system when and as assigned.

There may be established the classification of Itinerant Apprentice Mechanics, Itinerant Apprentice Electricians, and Itinerant Apprentice Instrument Mechanics in the Production Department. The ratio of Itinerant Apprentices to their corresponding Itinerant Craftworker shall be as provided for in Paragraph 48.

Itinerant personnel assigned to the various plants in the Miami Area may be required to report to work at any of the plants in the Miami Area by notifying them during working hours of one (1) day to report to a particular plant on the second day following or later. Likewise, Itinerant

personnel assigned to the Dania Beach and Port Everglades Plants may be required to report to work at either of these plants with the same notification.

For the purpose of plant overhauls or emergencies, the Company will first use the complement of available qualified employees at that particular plant. If an adequate number is not available, then Itinerant Maintenance employees will be used in cases where time will allow for their travel. The Company, to supplement these employees, will determine what employees are available from nearby plants on a voluntary basis to help in this work. Those employees who do not volunteer will not be charged with the overtime performed. Should there still be a deficiency in the number of employees needed, then the Company may assign any qualified employees at any location to work on the overhaul or emergency. Such assignments will be made on a seniority basis.

- c) If sufficient notification is not given in (b) above, then mileage and travel time will be allowed until the second day following the original notification.
- d) All Show-up/Itinerant personnel may be assigned to locations outside the areas specified in (b) above, in which case, they will receive expenses in accordance with Paragraph 41.
- e) Itinerant classifications will, for the purpose of overtime distribution, be considered in the corresponding regular classification. If this method results in an obvious inequitable distribution of overtime, then the Director of Labor Relations of the Company and the Business Manager of the Union will work out a method for the purpose of correcting such inequity.

f) Special Itinerant:

The Agreement reestablishes the "Special Itinerant" classifications. The employees will be full-time, but only work ten (10) months of the year. The employee may elect to be paid during the ten (10) months or have their pay pro-rated over twelve (12) months. These employees will be required to take time off without pay for a total of eight (8) weeks during the calendar year. This time off will include four (4) weeks during January inclusive of paid Holidays, unless another time period is mutually agreed to by the Company and the employee, and four (4) weeks during June, July or August inclusive of paid Holidays. Benefits will be paid for the entire year. Seniority will accumulate on a yearly basis and the employee will enjoy all rights and privileges provided by the Memorandum of Agreement.

Special Itinerants will be used for call out and prearranged overtime, at their home location or for travel assignments, during their "off time" under the following conditions:

1. Employees must notify the Company at the beginning of each pay period of their desire to be considered for the overtime.
2. Regular Plant and Itinerant personnel will be offered the overtime first. Special Itinerants will be called before forcing regular personnel (except in an emergency).
3. Additional work occurring during the non-vacation "off-time" for Special Itinerants will be offered to Special Itinerants that have indicated their desire to work during this period. All efforts will be made to utilize Special Itinerants to accomplish work prior to the use of contractors.
4. The Company and Union will review this process each year to improve its effectiveness. Either party may terminate section 3 of the agreement at the end of the term of the Contract period. Employees in the Special Itinerant classification, at the time of termination, will convert to Itinerant at their location.

The Ratio of Special Itinerant to Itinerant shall not exceed one (1) to one (1) system wide.

50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER

- a) Any employee designated to substitute, relieve or work temporarily in a higher classification shall receive an additional five percent (5%) added to his / her regular rate of pay or the minimal of the bracket, whichever is higher, but not to exceed the maximum rate, for all hours actually worked or a minimum of four (4) hours, provided the employee works in such higher classification for one (1) hour or more at any given time (except as otherwise provided in Paragraph 38). The employee shall work the scheduled hours, perform the assigned duties and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of such higher classification in which the employee is relieving, substituting or temporarily working.

Utilityworkers with journeyman qualifications as of this 23rd day of February, 2001, will receive relieving pay based upon the relieving process in place prior to the 2000-2004 M.O.A.

Every effort will be made by the Company, where practicable, to fill jobs under this Paragraph according to qualifications and seniority in the particular work headquarters. Biweekly lists of temporary relieving time will be posted on bulletin boards.

- b) When an employee is designated to relieve or substitute for another employee or to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification and shall work the scheduled hours, perform the assigned duties and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of the lower classification in which the employee is relieving, substituting or temporarily working.
- c) Employees may relieve in an equivalent classification if they have no objections or for the purpose of obtaining experience. However it is not required that an employee relieve sideways without his consent.

The Company agrees to pay temporary relieving machinist pay to anyone performing machine work for one (1) hour or more. Machine work is defined as work using stationary or portable machining equipment that requires precision measuring instruments to complete the work.

- c) (1) With the exception of plant outages any individual employee relieving outside the Bargaining Unit will be limited to a total of ninety (90) calendar days in any one (1) calendar year (unless mutually agreed to by the Company and Union).
- d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:
1. The temporary clerical assignment shall last for a minimum of twenty (20) workdays (any assignment of less than twenty (20) days will be considered to be twenty (20) days).

2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to one hundred twenty (120) workdays in any given twelve (12) month period. Once the use of temporary clerical personnel has reached one hundred twenty (120) days (the time need not be consecutive) within a twelve (12) month period temporary clerical jobs will be discontinued, or an appropriate Bargaining Unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the one hundred twenty (120) day period. As an example, two (2) temporary clerks could work for sixty (60) days in any given twelve (12) month period or four (4) temporary clerks could work thirty (30) days in any given twelve (12) month period.
3. Temporary clerical personnel may be used to fill temporary vacancies within existing Bargaining Unit clerical classifications. Temporary vacancies will be determined when a Bargaining Unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies and vacations. The one hundred twenty (120) workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Labor Relations.
4. When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.
5. This will not change the manner in which injured employees may be assigned under Paragraph 7 (c) of the Memorandum of Agreement.

Note (1) See Traveling Crew Power Generation Paragraph 44 PGD Supplement

A shift employee may work for a Production Leader on an overtime Assignment, or relieve where qualified in a shift classification, or may be assigned where qualified to relieve by inverse seniority. A shift employee may be assigned to work for a Maintenance Leader and/or be assigned outage work by their Production Leader.

EXHIBIT "A"
HOURLY WAGE SCHEDULES - POWER GENERATION DIVISION

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
PLANT OPERATIONS					
DISPATCHER - BES (S)	52.37	52.37	53.94	53.94	N/A
POWER GENERATION SPEC (S)	52.37	52.37	53.94	53.94	N/A
PROD LDR (S)	49.84	49.84	51.34	51.34	N/A
SHIFT TECH (S)	47.23	47.23	48.65	48.65	N/A
PROD SPEC (S)	43.90	45.20	45.26	46.56	0.20
PROD TECH - E (S)	40.70	43.70	42.01	45.01	0.40
PROD TECH - I (S)	40.70	43.70	42.01	45.01	0.40
PROD TECH - M (S)	40.70	43.70	42.01	45.01	0.40
PROD TECH - O (S)	40.70	43.70	42.01	45.01	0.40
MECHANICAL MAINT & CONSTRUCTION					
MAINT LDR	47.46	47.46	48.88	48.88	N/A
MACHINIST	43.80	44.60	45.14	45.94	0.20
MAINT TECH - MECH	40.16	43.04	41.45	44.33	0.40
APPR MECH	33.62	34.67	34.66	35.71	0.25
ELECTRICAL MAINT & CONSTRUCTION					
MAINT LDR	47.46	47.46	48.88	48.88	N/A
MAINT TECH - ELECT	40.16	43.04	41.45	44.33	0.40
APPR ELECT PLANT	33.62	34.67	34.66	35.71	0.25
INSTRUMENT AND CONTROL					
I&C SPEC -DGT (1)	47.23	47.23	48.65	48.65	N/A
I & C SPEC (1)	43.61	44.41	44.94	45.74	0.20
MAINT TECH - I (1)	40.16	43.04	41.45	44.33	0.40
APPR I&C SPEC (1)	35.01	36.06	36.09	37.14	0.25
ITINERANTS					
MAINT LDR - IT	47.75	47.75	49.18	49.18	N/A
MACHINIST	43.80	44.60	45.14	45.94	0.20
I & C SPEC (1)	43.61	44.41	44.94	45.74	0.20
MAINT TECH - MECH	40.16	43.04	41.45	44.33	0.40
MAINT TECH - ELECT	40.16	43.04	41.45	44.33	0.40
MAINT TECH - I (1)	40.16	43.04	41.45	44.33	0.40
APPR I&C SPEC (1)	35.01	36.06	36.09	37.14	0.25
APPR MECH	33.62	34.67	34.66	35.71	0.25
APPR ELECT PLANT	33.62	34.67	34.66	35.71	0.25
UTILITYWORKER	22.06	24.97	22.81	25.72	0.25

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
GENERAL					
CREW LEADER GEN	42.79	43.59	44.10	44.90	0.20
OPERATION CLERK A STENO	30.05	34.25	31.08	35.28	0.50
OPERATION CLERK A	30.05	34.25	31.08	35.28	0.50
MAINT WORKER	28.43	32.72	29.41	33.70	0.50
TRUCK DRIVER HELPER	23.44	24.04	24.16	24.76	0.15
UTILITYWORKER	22.06	24.97	22.81	25.72	0.25

EXHIBIT “A” NOTES

1. It is understood that the Plant Technicians, formerly known as Betterment Engineers, will not perform work in the Bargaining Unit. In this connection, it is understood that water testing, calculation of station performance data, the making of efficiency and performance test on plant equipment and clerical work in connection with, may be performed by non-Bargaining Unit personnel.
2. All full-time employees assigned to Nuclear Plant on a temporary basis, will receive a Seventy-five Cents (\$0.75) per hour premium for those hours actually worked at that location.
3. Employees, includes Craftworkers and above to the Maintenance Leader level, in PGD who can validate that they are qualified in a second established maintenance craft will be paid an additional premium, of One Dollar (\$1.00) per hour, to their current wage. The Company retains its right to validate the employee is qualified in such second established maintenance craft. For the purpose of administrating this Paragraph the classifications of:
 - Instrument and Control Specialist and Instrument and Control Specialist Digital.
 - Mechanic and Machinist will be considered the same maintenance craft.
4. Work locations where clerical staffing levels are for one Clerk, the “A” Clerk or the “A” Clerk Steno will receive a premium of fifty cents (\$0.50) per hour.
5. “A” Clerks, at multiple clerk sites, will be allowed to travel on a voluntary basis for short term assignments to other PGD plant sites for short duration needs, i.e.: vacation coverage, outage support, STD coverage, etc. These clerks, while on this temporary assignment, will be paid at the “single” clerk rate of pay fifty cents (\$0.50) per hour. These assignments will be covered per Paragraph 41 Meals-Lodging-Transportation of the Memorandum of Agreement.

EXHIBIT “A” FIRE BRIGADE INSURANCE

Employees in the Power Generation Division who are assigned to the Fire Brigade will receive an additional One Hundred Fifty Thousand (\$150,000.00) life insurance coverage. This coverage will be in effect only when in training for Fire Brigade or actively fighting a fire.

EXHIBIT “A” SHIFT DIFFERENTIALS

A shift differential will be applicable to employees in classifications designated by (S) in any “Exhibit A” and any employees who temporarily relieve in such classifications.

If fifty percent (50%) or more of an employee’s regular straight-time scheduled shift falls between the hours of 4:00 PM and 12:00 midnight, the employee shall receive a shift differential of Eighty Cents (\$0.80) per hour effective November 1, 2013 for all hours actually worked in such shift.

If fifty percent (50%) or more of an employee’s regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00 AM, (this includes the 6:00 PM to 6:00 AM shift on the twelve (12)

hour schedule), the employee shall receive a shift differential of Ninety-five Cents (\$0.95) per hour effective November 1, 2013 for all hours actually worked on such shift.

Except as amended above, an employee who works overtime in a classification in Exhibit "A" designated by "(S)", during hours to which a differential would be applicable on straight-time, then such employee shall have the applicable differential included in the employee's regular rate for overtime computation.

MISCELLANEOUS – POWER GENERATION

WELDING PROGRAM

Establish a two (2) tier Welding program. A payment of Five Hundred (\$500.00) dollars will be paid to employees each twelve (12) months that apply for and pass the required tests to perform "routine" welds on pressure parts and other safety related items. These employees will be referred to as "Qualified Welders" and will be paid an additional fifty (\$0.50) cents per hour.

A payment of One Thousand Dollars (\$1,000.00) will be paid to employees, each twelve (12) months that perform "specialty" welds. Specialty welds will include all welding that requires special knowledge and skill to perform. These employees will be referred to as "Certified Welders" and will be paid an additional one dollar (\$1.00) per hour.

The Company retains its right to identify the work that would require the skill of either Qualified or Certified Welders and at no time will be required to pay the employees the additional pay for welding that is deemed not to require these skills. Employees receiving the twelve (12) month payment will be expected to retain their welding skills and competencies for that period.

Application for welding certification will be voluntary. When the Company determines to certify or qualify plant personnel (including shift and non-shift) it will select the location and notify selected employees, based at that location, the examinations will be held. If an excess number of these employees pass certification, the Company will make its selection on the basis of Paragraph 17 of the Memorandum of Agreement. Employees who are Qualified or Certified will participate in distribution of overtime in the same manner as they do now, except on jobs where the Company determines that a Qualified or Certified welder is desirable, in which case the low overtime appropriate welder who is available will be used. Under this provision, Machinist will not be required to travel as Qualified or Certified welders, but Itinerant Machinist will be required to travel as a certified welder.

Requalification or recertification will be conducted periodically as deemed necessary by the Company.

For the purpose of layoff plant personnel (including shift and non-shift) holding certification as welders will be treated exactly as the other like classifications under the provisions of Paragraph 21 of the Memorandum of Agreement.

CLEANING POLICY IN CLASS "AA" PLANTS

Maintenance will be responsible for cleaning shops, cleaning up after maintenance jobs and cleaning in places not readily accessible, or doing special cleaning or waxing jobs of considerable magnitude.

Operators will clean their assigned areas and keep their equipment clean. This includes hosing floors with water, vacuum cleaning, wiping, dusting and sweeping, but does not include water mopping of floors.

Janitors will clean offices, laboratories, etc., locker rooms, showers and toilets and other areas not specifically assigned to an operating position. They will do sweeping, water mopping, waxing and polishing of floors.

OPERATIONS CLERK “A” JOBS IN POWER PLANTS

It has been agreed that the classification of Operations Clerk “A” will be established in Class “AA” Power Plants with the following understanding:

1. The first Clerk in each “AA” Plant will be an “A” Clerk.

WELDING OF ALUMINUM BUS STRUCTURE

It is agreed that such welding of aluminum in substations which is performed by Company personnel may be done by qualified Production Department Maintenance personnel who are trained in this work. At such time as there becomes a sufficient amount of this work to warrant training Substation Maintenance personnel to do it, the Company agrees to do so.

I&C DIGITAL – PGD

It is recognized that the Instrument and Control Specialist Digital (ICSD) is not a foreman and may be assigned any instrument and control duties at the plant. The ICSD craftworker may report to either a Maintenance Leader or a Supervisor.

An ICSD may request and hold their own clearances in the absence of a Maintenance Leader.

For the purpose of overtime distribution, the classification of Instrument Control Specialist-Digital will be included on the same overtime list as the regular Instrument Control Specialist employees.

Any Instrument and Control Specialist may assist an Instrument and Control Specialist-Digital and no temporary relieving will be required.

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35. SCHEDULES OF WORK

- a) (3) Power Delivery employees may be scheduled to work eight (8) consecutive hours (exclusive of mealtime) between the hours of 6:00 AM and 6:00 PM, Monday through Friday except as provided in Subparagraphs (a)(6), (c) and (d). These employees may be scheduled to work staggered starting times between the hours designated above. These schedules will be offered on a voluntary basis by classification to fill the crew make-up as determined by the Company and the assigned schedules shall be more than four (4) days in duration. If there are not enough volunteers, employees with the least seniority will be assigned. When it is known twenty-four (24) hours in advance that a temporary absence will exist for a period of more than four (4) days on an established schedule, then the senior qualified employee will be offered the opportunity to change to the schedule where the absence occurs if temporary relieving is required. Other temporary relieving assignments will be offered to the senior qualified employee on each established schedule.

Employees will be provided twenty-four 24-hour notice of a shift change for Storm Travel and Mutual Assistance Events that will last at least one (1) day. If the Storm Travel or the Mutual Assistance request is cancelled or the work is completed the employees can be returned to their normal shift upon return and having a minimum of eight (8) hours off duty.

Substation Department Only

Long-term schedules:

There will be established in the Substation Department early and late schedules. These will be applied for jobs and the number of employees in these schedules will not exceed twenty percent (20%) of any area's Bargaining Unit employees. No service center will have more than fifty percent (50%) of the Bargaining Unit employees on these applied for schedules. These schedules will be five (5) consecutive days of eight (8) consecutive hours with two (2) consecutive days off. The early normal schedule will be from 4:00 AM to 12 noon, but may be changed to 5:00 AM to 1:00 PM or to the regular work location hours with twenty-four (24) hours' notice provided the employee stays on that shift for a minimum of five (5) days. The late normal schedule will be from 12 noon to 8:00 PM, but may be changed to 11:00 AM to 7:00 PM, 1:00 PM to 9:00 PM, or to the regular work location hours with twenty-four (24) hours' notice provided the employee stays on that shift for a minimum of five (5) days. No employee will be scheduled to work both weekend days. Single employee, early or late schedules, will be filled by a lead electrician or higher classification.

Any substation field classification may be posted, in the Job Posting System, on these schedules as long as they comply with substation crew descriptions as listed in exhibit "A" of the Memorandum of Agreement. Whenever working one of these schedules, outside of the regular work location schedule, the employee will receive the appropriate shift differential for the entire shift. The Substation Department head and the Business Manager of the Union may mutually agree to modify these schedules.

- a) (4) Distribution and Customer Service employees may be scheduled five (5) days of eight (8) hours per day with two (2) consecutive days off except as provided in Subparagraphs (a)(6) and (c).

Note: See 35 (a) (5) for scheduling ERC

1. Hours scheduled between 6:00 AM and 6:00 PM will be inclusive of mealtime excluding Equipment Repair Center, Central Maintenance and Construction, Power Quality, and Customer Service. Rotating shifts will be inclusive of meals time. The following schedule starting times, including days off will be established and applied for through the application system.

- a. 6:00 AM – 9:30 AM (Day shift)

1. 12:00 noon – 4:00 PM (Afternoon shift)

- a. Employees that work the 12 PM to 4 PM shift may be rescheduled to work outside these hours. (Requires mutual agreement between the employees and the employees' Supervisor) All affected employees must agree to the rescheduled hours outside the 12 noon to 4 PM starting times, before the shift may be changed. These employees may be returned to their regular afternoon shift with a twenty-four (24) hour notice. (See 6 below)

2. 6:00 AM – 4:00 PM (Afternoon Shift) Winter Schedule

- a. Employees that work the 12 noon to 4:00 PM shift may be rescheduled to work with a starting time between 6:00 AM – 8:00 AM during the winter schedules. The employee's schedules will be inclusive of mealtime. Shift differential will apply to all regular hours worked per Exhibit "A".

(Defined)

- Current Afternoon employees offered one-time opportunity to convert by classification at current location.
- Applies to all afternoon schedules (Sunday – Thursday) (Monday – Friday) (Tuesday – Saturday)
- Afternoon Shift vacancies may be filled by the Job Posting Process where vacancies currently exist and/or are created through attrition
- May be rescheduled to the Day shift for the entire winter schedule
- New classification codes will be established for these classifications

3. 6:00 AM – 4:00 PM (Afternoon Staggered Shift) Winter Schedule

- a. Employees that work Tuesday – Saturday, 6:00 AM to 4:00 PM shift may be scheduled to work staggered shifts within the workweek with a start time Tuesday – Thursday (6:00 AM – 8:00 AM), Friday & Saturday (12 noon – 4:00 PM). The employee's schedules will be inclusive of mealtime. Shift differential will apply to all regular hours worked per Exhibit "A".

(Defined)

- Current Afternoon employees offered one-time opportunity to convert by classification at current location
- Afternoon Staggered Shift vacancies may be filled by the Job Posting Process where vacancy currently exists and/or are created through attrition
- New classification codes will be established for these classifications

- c. 11:00 PM – 12:00 midnight (Late shift)

2. These employees may be scheduled to work staggered starting times but will work the same regular hours during the workweek.
3. Employees, by classification, within the defined shifts above will have the ability to select the type of work by seniority made available by the Company. (service, street light, URD, etc.)
4. The schedules will only be shifted in their range for the summer/winter time periods. These shifts will be posted by giving employees a thirty (30) day notice and stay in effect until notification of impending changes has been given in the same manner.
5. Schedules for each classification, by shift, shall be posted in each work headquarters. These schedules will be offered by shift, by classification and by seniority to fill the crew make-up as determined by the Company. Inverse seniority will be used if there are not enough volunteers.
6. It is agreed that schedules/hours may be changed with twenty-four (24) hour advance notice; however, such schedule change shall be for four (4) or more days.
7. The schedule of any individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee's Supervisor.
8. Any additional manpower required for temporary vacancies that need to be filled as determined by Management that are less than forty (40) hours per week will be filled by overtime, provided the vacancies cannot be filled from the existing employees normally working those hours.
9. Any temporary vacancies of forty (40) hours or more will be filled from the shift determined by Management, offered by seniority, or forced by inverse seniority with twenty-four (24) hours advance notice. Filling of a temporary vacancy shall be for no greater than one hundred twenty (120) days. No single vacancy may be filled more than one time.
10. Permanent vacancies will be applied for, per Paragraph 20.
11. Ratios: The total number of employees (exclusive of rotating shift employees) working outside the hours of 6:00 AM and 6:00 PM and working Saturday or Sunday shall not be more than twenty-eight percent (28%) of the total number of employees. Employees will not be scheduled to work both Saturday and Sunday.
12. Rotating shifts shall be arranged so that each shift shall be rotated as regularly and evenly as is reasonably possible among all employees assigned to rotating shifts. However, due to the nature of some dispatcher type work (field investigation and board updating, switching desk) it has been recognized that some shifts may rotate less frequently than others at the dispatch office. The length between these rotations should be determined locally by the employees and Management.
13. Employees will, upon request, be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.

14. Employees held over for emergency type work will be used primarily for restoration.

- a) (5) Employees assigned to the Equipment Repair Center (ERC) may be scheduled to work five (5) days of eight (8) consecutive hours (exclusive of mealtimes) between the hours of 6:00 AM and 12:00 midnight, Monday through Friday. Employees assigned to the first shift may be scheduled between the hours of 6:00 AM and 6:00 PM (while on one shift operation, regular starting times will not be prior to 7:00 AM). Employees assigned to the second shift may be scheduled between the hours of 2:30 PM and 12:00 midnight. The number of employees assigned to the second shift shall not exceed the number of employees assigned to the first shift. Temporary vacancies shall not affect this ratio. Shift schedules will be non-rotating but may be changed with twenty-four (24) hours' notice. Temporary vacancies may be filled by rescheduling another employee by giving twenty-four (24) hours' notice of change in schedule provided such new schedule shall last for more than four days. Such assignments will be made on a seniority basis. Temporary relieving assignments expected to last for more than four (4) days shall be offered under Paragraph 50 on a shop wide basis. All other temporary relieving assignments shall be offered on a per-shift basis. When the Company establishes a second shift, the initial compliment will consist of a minimum of six (6) new jobs posted to include at least one (1) Chief Equipment Repair Specialist. Should any of these initial second shift jobs be filled from employees assigned to first shift, an equal number (but not necessarily the same classifications) of jobs will be posted on the first shift. After establishing a second shift, vacancies and new jobs will be filled on a voluntary basis by classification from employees assigned to the Equipment Repair Center. Jobs the Company is unable to fill through this voluntary process will be posted with the hours included. In addition, the Company will not discontinue a job being held by an employee assigned to the first shift for the purpose of establishing or filling a job on the second shift. If the Company subsequently reduces the operation to one (1) shift, the second shift shall be discontinued first. Employees assigned to the second shift shall receive any applicable shift differential.

a) **(6) TEN-HOUR, FOUR-DAY WORK WEEK**

Scope:

A schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented for non-shift personnel in Transmission and Substation. The four (4) days schedule will be inclusive of the employee's regular five (5) day workweek. This schedule will also apply to any Distribution personnel not on a rotating shift. This schedule will be implemented as deemed necessary by the Company with at least three (3) days' notice and the Company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement.

Vacations:

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for ten (10) hour work period would be charged ten (10) hours vacation).

Holidays:

In a week with a holiday, employees on a ten (10) hour, four (4) day schedule may be rescheduled to an eight (8) hour, five (5) day workweek or the holiday will be taken the same as vacation. The employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours "employee request" (not paid). A floating holiday will be taken the same as vacation; the

employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours “employee request” (not paid).

Employee Illness – Death in Family – Sickness in Family:

To such extent the employee shall be paid the employee’s salary for each regular scheduled workday lost up to eight (8) hours, (four (4) day ten (10) hour schedule shall be paid ten (10) hours) because of such bona fide illness. Pay for bona fide illness shall not be cumulative and no employee shall receive sick leave pay for more than forty (40) hours in any one (1) week.

Jury Duty – Court Service – Voting:

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that “eight (8)” shall be replaced by “ten (10).”

Meals:

If an employee has not previously earned a meal, a meal will be earned after eleven (11) consecutive hours following their starting time and additional meals at five (5) hours interval thereafter, if they continue to work. All other meals paid will be in accordance with Paragraph 41 of the Memorandum of Agreement.

- c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:
 - c) (2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of 4 (four) days. An individual will not be REQUIRED to work an assignment of this type more than one-time during a pay period.
 - e) In connection with the overtime hour’s provisions of Subparagraphs (a) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:
 - 1. All hours over forty (40) per workweek.
 - 2. All off schedule work.

Overtime hours will be paid, except as otherwise provided for herein, at one and one-half (1 1/2) times the regular straight-time hourly rate. There shall be no compounding of overtime or premium pay; namely, duplication of premium or overtime payment.

- g) It is further agreed that from time to time employees regularly assigned to a schedule outside the hours of 7:00 AM to 6:00 PM may be rescheduled for the Company Orientation Program, Apprentice Instructor Meetings, Switching Schools, OSHA mandated training or other occasions that must be mutually agreed upon between the Company and Union prior to any rescheduling. Such employee will be rescheduled to a workweek as follows:

Saturday and Sunday off, and Monday through Friday on the regular day schedule for the period of the meeting.

Such rescheduled employee will assume the same hours as is determined by the day schedule (this may include time out for meals) and remain on the day schedule for a minimum of five (5) days or multiples thereof unless by mutual agreement between the employee and the employee's Supervisor, the employee is reassigned to the employee's previous schedule.

35.1 WORK ON SECOND REST DAY

- a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.
- b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal shift.

37. ROTATING AND TRADING SHIFTS

Where the nature of the service requires scheduled shifts, such shifts shall be arranged so that each shift shall be rotated among all employees as regularly and evenly as is reasonably possible. Employees will, upon request, be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.

38. CALL OUTS – PREARRANGED OVERTIME

- a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:
 1. A call out if the employee has less than twelve (12) hours' notice, or
 2. Prearranged overtime if the employee has twelve (12) hours' or more notice.

All Bargaining Unit employees in a geographic boundary, as define by the Company, will be called out or prearranged for overtime before any contractors are called into work. If FPL employees within a geographic boundary are being released from duty on FPL facilities, the contractors will also be released. Contractors will be allowed to complete the specific job that they are assigned to do at that time; no other work will be assigned.

- b) On a call out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked. Except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually required for traveling from the employee's home to the job and the actual hours worked shall be allowed. Where it is necessary for an employee to begin work after a break between shifts, the employee will be allowed to work continuously if the break is for one (1) hour or less, or is the equivalent to travel time to the employee's home and return, whichever is greater.
- c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours) except if the employee is required to report before the employee's regular starting time and works through the employee's regular work

period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours' notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employee's straight-time hourly rate.

- d) On call outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.
- e) Any employee called out before the employee has had eight (8) consecutive hours off-duty since the end of the employee's last scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Any employee called out nine and one-half (9 1/2) hours or more before the employee's next regular scheduled starting time after the employee has been scheduled off a day or more will continue to be paid at the overtime rate until the employee has had eight (8) consecutive hours off-duty. However, in either instance the Company will give eight (8) hours off-duty at its discretion at the completion of the work and if the eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate. Any employee continuing to work beyond the employee's regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off-duty. Upon completion of the work, the employee shall have eight (8) consecutive hours off-duty and if such eight (8) hours off-duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off-duty within the employee's regular scheduled work period at the straight-time rate.
- f) On-call is established in order to meet customer requirements in the Power Systems Business unit. The Company's representative and the Business Manager will review the provision annually to assess the effectiveness of the program. Either party may terminate this provision by giving thirty (30) days' notice.

What is an On-Call Assignment?

On-call assignments are trouble calls and unscheduled overtime.

Length of on-call time:

Seven (7) Days

Eligibility:

Employees eligible for on-call are all employees who are not at work. An on-call employee is not eligible for overtime until his regular shift is complete.

Response time:

The employee will provide a contact phone number and/or the Company will provide a pager and employees on-call will be required to be accessible at all times. The employee must respond to a page within fifteen (15) minutes of the notification. Employees will report within sixty (60) minutes after responding to the call. An employee may be deemed ineligible for on-call if his response time significantly exceeds the stated time frames and may forfeit his "on call" compensation for that event.

How on-call is scheduled:

Management determines the need to establish on-call status and the number of employees needed on-call on a weekly basis. On Wednesday, the Supervisor will post the need for on-call, including the classifications and number in each classification needed. Employees who volunteer will sign up for on-call by Thursday at 4:00 PM. Employees will be on-call for seven (7) consecutive days, from midnight Friday through midnight Friday. If more employees volunteer for on-call than are needed, the low employees on the Thursday, overtime log will be considered on-call.

Procedure for calling out employees to work:

Go through the call out list and call out on-call employees first by overtime standing and then proceed with the non on-call employees by overtime standing.

Sickness and family sickness:

Employees who are sick or have a family sickness will be removed from on-call for the remainder of the week. As a result, the employee will forfeit that day's on-call compensation until able to return to on-call status. An employee's sickness includes injuries (e.g., sprained ankle). An employee who gives notification of sickness or family sickness before receiving an on-call assignment will not be charged refused hours for the balance of the week.

Other inaccessibility:

An employee not responding to a page or phone call (including a low battery or dead spot), will be notified that he is off on-call status and will forfeit the on-call compensation for the seven (7) day period.

On-call payment:

Seven (7) hours per week at one and one half (1 ½) times the hourly rate, which shall be charged on the overtime list as hours worked. Those who do not volunteer for the assignments will not be charged for the overtime.

41. MEALS-LODGING-TRANSPORTATION

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be Thirteen Dollars (\$13.00) on November 1, 2014.

For storm purposes when a satisfactory meal is provided by the Company or host utility, it will be in lieu of the flat rate meal allowance as provided in Paragraph 41 of the Memorandum of Agreement.

Due to the many variations that result in meal issues, depending on the individual circumstances at the time of the storm (e.g., food service availability due to storm conditions, what was served, when it was served, in what condition it was served, etc.), every effort should be made to settle the issues at the storm headquarters as soon as possible.

During emergency/storm travel assignments, the Company will pay Fifty-Five Dollars (\$55.00) per day to employees who are temporarily assigned away from their regular work headquarters and who are required to be away overnight when the employee is observing their paid day off.

Whenever possible, the Supervisor should advise employees in advance of the type of meal (e.g. tie me over, snacks, satisfactory). It is recommended in future situations where the satisfaction of a meal is in question; the employee will address it with his/her Supervisor or Job Stewards as soon as possible in an effort to resolve the matter.

When employees are entitled to mileage reimbursement, the prevailing IRS Mileage rate shall be used.

- a) Call Out: If an employee is called out to work one and one half (1 1/2) hours or more before their regular starting time, they will earn a meal upon starting work and at five (5) hour intervals thereafter, if they continue to work.
- b) Prearranged: Regularly scheduled workday: If an employee is prearranged to begin work one and one half (1 1/2) hours or more before their regular starting time, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.
- c) Prearranged: Rest day or holiday: If an employee is prearranged to work on a scheduled day off and they begin work one and one half (1 1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.
- d) Extended Hours: If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

Note (1) See Ten (10) Hour Shift

- e) For prearranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.
- f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight; this includes the noon meal on the first day away from the headquarters. This does not include the noon meal when the employee is not required to be away from the headquarters overnight.
- g) The Company will not pay an employee for time out for meals, with the exception of approved instances, where a non-shift employee is engaged in rush work, and with the exception of shift employees whose duties require them to eat while performing their work.

Lodging-Transportation

- h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.
- h) (1) When an employee works temporarily at some location (more than sixty-five (65) miles) other than the employee's regular headquarters, travel from regular headquarters to new headquarters and return shall be on Company time and expense.

- h) (2) The Company will furnish the employee a listing of preferred area hotels, with phone numbers, prior to the assignment. Travel expenses will be reimbursed using one of the following options. It is understood Option 1 is the usual level of benefit.

The employee during unusual circumstances may use Option 2, if the usual room rate availability is not accessible or changes during the assignment for any reason. The employee must notify the Company prior to exercising Option 2.

If less than twenty-four (24) hours' notice is given for the travel assignment, at the employee's request the Company will furnish lodging for the first night of the assignment.

OPTION 1: Provide a per diem rate of:

- North Region (CCEC, PSR)
 - One Hundred Twenty-Five Dollars (\$125.00)
- West Region (PMT, PFM)
 - One Hundred Twenty-Five Dollars (\$125.00)
- East Region (PSL, PMR, RBEC, WCEC, OCEC)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Thirty-Five Dollars (\$135.00) from December 15 through May 31
- South Region (PEEC, DBEC, PTF, PTN)
 - One Hundred Twenty-Five Dollars (\$125.00) from June 1 through December 14
 - One Hundred Forty Dollars (\$140.00) from December 15 through May 31

When the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

OPTION 2: The Company will reimburse reasonable lodging expenses, as validated by receipt, plus Fifty-Five Dollars (\$55.00) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

- h) (3) When an employee works more than sixty-five (65) miles from the employee's regular headquarters, shall upon request and upon the completion of the employee's scheduled week, be returned to the employee's regular headquarters on Company time and expense, unless assigned at least eight (8) hours work on the employee's first day off.
- i) When an employee works temporarily at a location within sixty-five (65) miles of the regular work headquarters the Company will:
- Provide for mileage each day during the assignment.
 - Meals paid only as earned under the meal provision of the Memorandum of Agreement.
 - Fifteen Dollars (\$15.00) per day will be paid for assignments over fifty (50) miles up to sixty-five (65) miles.

- j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.
- k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one (1) month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

SPECIAL TRAINING SCHOOLS OUTSIDE STATE OF FLORIDA

Bargaining Unit personnel attending special training schools, outside the State of Florida.

1. Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.
2. Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.
3. Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.
4. Airfare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.
5. The Company will pay lodging expenses.
6. The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be Fifty-Five Dollars (\$55.00) a day.
7. The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

44. DISTRIBUTION OF OVERTIME

- a) Overtime will be distributed equally by classification in each regular working headquarters to the best ability of the Supervisor in charge, using the biweekly posted overtime list as a guide for such distribution.

Overtime records including the callout fill rates at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime

assignments and/or callout fill rates during the period were made and recorded in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all overtime assignments and/or callout fill rate in the period were made in accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment and/or the callout fill rate record may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be make-up overtime work which would not ordinarily be performed on overtime, to take place within thirty (30) days of such determination. Failure to provide such work after such determination shall subject the Company to payment.

The callout rate will be classified as the "Fill Rate," which will be calculated by dividing the number of callout overtime assignments accepted by the number of callout overtime assignments offered. There will be two (2) callout evaluation periods established for each calendar year.

The first evaluation period will commence at the end of the payroll period ending nearest to January one (1) of each year and conclude on the last day of the thirteenth (13th) pay period. The second evaluation period will commence at the beginning of the fourteenth (14th) pay period and end on the last day of the last pay period for the year.

The Company will have no obligation to provide make-up overtime work to any employee as a result of the call out, with less than one (1) hours' notice, or holdover of another employee. The Company shall have no obligation to provide make-up overtime work as a result of an assignment to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification. An employee who is incorrectly passed over for a callout will be credited with a callout response provided they work the make-up overtime.

All Power Systems and Customer Service employees may be called out if the call out occurs within two (2) hours of their regular starting time. This agreement will not affect the current manner in which employees are REQUIRED to work overtime.

Distribution employees in Exhibit "A" Hourly Wage Schedules identified by the single asterisk should respond for callout overtime at a level of fifty percent (50%) or higher in each evaluation period. Distribution employees who respond to and work callout overtime at a rate of sixty-five percent (65%) or higher will qualify to obtain a financial incentive.

Employees must receive a minimum of six (6) callout overtime assignment opportunities to be evaluated. Employees who accept thirteen (13) callouts will be considered as achieving the callout fill rate. Regardless of the number of assignments offered employees will be charged a maximum of one (1) decline in a twenty-four (24) hour period, being defined as twelve (12) midnight to twelve (12) midnight. Fill rate credit will be given for all callout acceptances that are worked.

All employees who are at or above sixty-five percent (65%) callout fill rate in an evaluation period will receive a five hundred dollar (\$500) financial incentive. Employees who are at or above an

eighty percent (80%) callout fill rate in an evaluation period will receive a two thousand dollar (\$2,000) financial incentive.

- The incentive will be paid within two (2) pay periods following the evaluation period.

Overtime will be distributed according to functional work type. Geographical boundaries, as defined by the Company, will be established for the Distribution Business Unit and Power Delivery Business Unit work headquarters. When customers are out of service, employees working overtime outside of a designated shift may cross a geographic boundary and be assigned one (1) trouble ticket without requiring a callout.

Operations, Central Maintenance and Construction employees may be located at the same Service Center. These "Split" Service Centers shall be designated as separate "Work Headquarters" as the term is used in the MOA. In these locations, separate overtime lists shall be maintained for Operations and Central Maintenance and Construction. The Company agrees to move under the following provisions:

1. Manasota, Palm Bay and Bonita Springs work locations will be transferred to "Split" Operations Service Centers in 2015.
2. Paragraph 19 (e) will apply for all impacted employees who elect not to transfer.
3. Future transfers of Central Maintenance and Construction Service Centers into a "Split" Operations Service Center will be done by mutual agreement.

b) In compiling the biweekly posted overtime list, the following conditions will be adhered to:

1. Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one (1) hour more overtime than the high overtime employee does in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list. Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

All employees identified by the single asterisk in Exhibit "A" will be required to be on the overtime list and required to provide correct phone number(s) for callout response.

2. When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision by memo. These employees will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b) (1). When an employee relieves outside of the Bargaining Unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.

When an employee changes the employee's regular headquarters or enters a new classification the employee's callout fill rate will carry to a new headquarters. An employee must be in a classification defined as being subject to the fill rate and must remain in the required department for an entire evaluation period in order to be evaluated.

3. If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call out overtime, the employee shall be charged if they do not have a telephone. Employees will be allowed two (2) phone numbers on the overtime list. If the employee is called and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If, however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against Apprentices who turn down overtime to attend Apprentice training classes. Overtime will not be charged against Apprentice Instructors or Training Instructors who turn down overtime to instruct scheduled training classes; however, all hours worked by such Apprentice Instructor or Training Instructor will be applied to the overtime list as overtime worked.
4. If an employee is sick, he/she will not be offered overtime during his/her regular shift. An employee who accepts an overtime assignment and then fails to report by calling in sick will be charged as refusing the assignment.
5. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation. This is not to be interpreted as meaning the employee is not subject to call back while on vacation, as provided in Subparagraph 8(b) of this Agreement.
6. At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero, listed in seniority order and shall become effective upon posting the list at each work location at the regular agreed upon time.
7. Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
8. The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
9. If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

- c) (1) For assignments of an emergency nature such as; storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the Company or other utilities, in or out of State. The Company will select the work headquarters, classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first. If there is a known need for a specific classification, the employees of that classification should be offered that storm assignment by need. Prior to forcing any employee for the assignment, the Company will consider requesting volunteers, by classification, from nearby locations provided that this does not create a situation whereby travel crew departure is impacted. Employees who are given less than twelve (12) hours' notice of a travel assignment will be given one (1) hour of paid preparation (packing) time prior to the travel assignment.

Transmission, substation and non-overhead crew's talents where possible can be used to facilitate our total Company effort in accordance with the MOU. If the efforts of all are not used to their full potential, it should be brought to the attention of the Area Storm Coordinator and the President of the Local Union. They shall discuss and find resolution at the earliest possible time for the benefit of our customers and employees.

- c) (2) These employees shall be paid a minimum of fourteen and one half (14 1/2) hours a day exclusive of meals, each day away from the regular work headquarters, except when the requesting utility has work rule constraints of a less number of hours; for restoration efforts lasting thirteen (13) consecutive days of work, employees will receive one (1) day of paid rest time (eight (8) hours straight-time) to be observed as follows: one third (1/3) of the employees covered under this paragraph will observe their paid rest day on the 14th day, one third (1/3) on the 15th day, and one third (1/3) on the 16th day, this provision will continue for subsequent thirteen (13) consecutive day periods until restoration is complete. If any one of the above rest days occurs on the last day of the assignment, the employee will observe the paid rest day on the day following their return to their home work location. The daily starting time will be the scheduled departing time from the lodging location and the ending time will be the actual arrival time back at the lodging location. Employees may request to be replaced on a travel assignment after twenty-one (21) days. The request shall be granted based on the availability of personnel and the seniority provisions of this Agreement. On the last day of the storm assignment, employees should be paid actual hours worked, including travel time back to their regular work headquarters. The last day of the storm assignment refers to the day the employee returns to their home work location, which does not include overnight lodging.
- c) (3) For restoration efforts within the Company's service territory, non-traveling employees directly engaged in the restoration effort, whose management area was directly impacted, will be eligible for the rest day provision described in (c)(2) above. Restoration days will be calculated beginning with the first day of any crew movement within the Company's service territory.
- c) (4) Employees not traveling on storm or emergency assignments who remain at their regular work headquarters supporting normal operations that are working extended hours, may request one day of unpaid rest after thirteen (13) consecutive days to be observed as follows: one third of the employees covered under this paragraph will observe their unpaid rest day on the 14th day, one third on the 15th day, and one third on the 16th day; this provision will continue for subsequent 13 consecutive day periods until restoration is complete. Consecutive days will be calculated beginning with the first day that crews from that management area depart.

48. APPRENTICES IN ALL DEPARTMENTS

See General for Paragraph 48 conditions “(a)” through “(e)”

f) Power Systems Joint Apprentice Program:

The Company and Union, recognize that it is necessary to have a highly skilled employee within its labor force, and have therefore agreed to establish the Power System Joint Apprentice Program. The approved Apprentice Program shall be recorded in the Power System Apprentice Standards and Procedures.

It is agreed that adjustments or amendments may be made provided that there is concurrence from the Power Systems Joint Apprentice Committee and the Joint Apprentice Committee. The Company and Union Negotiation Committee shall review for approval any proposed changes that may have an effect on the intent of the Memorandum of Agreement.

1. In each Line Crew, the ratio of Apprentices to Line Specialist shall not exceed: one (1) Apprentice to two (2) Line Specialists; two (2) Apprentices to three (3) Line Specialists; two (2) Apprentices to four (4) Line Specialists; and three (3) Apprentices to five (5) Line Specialists. When working on new construction not on poles with or crossing energized circuits, the ratio shall not exceed one (1) Apprentice to one (1) Line Specialist. For the purpose of this clause, Senior Line Specialist shall be considered Line Specialist.
2. In the Service or Cut-in Crews (two-employee crews) the ratio of Apprentices to Craftworkers shall not exceed one (1) Apprentice to one (1) Craftworker.
- 3) In the Repair Technician A (Transformer Shop), and Meter Electrician A and the Cable Splicer classification in the Distribution Department, the ratio of Apprentices to Craftworkers at any one (1) location shall not exceed one (1) to one (1).
- 4) Ratios as set out in (1), (2) and (3) above shall be determined on the basis of the number of Apprentices and corresponding Craftworkers on the payroll at a working headquarters. The temporary absence of Craftworkers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew.
- 5) In all departments when an Apprentice has been in the Apprentice classification for more than two (2) years and is not competent to become a Craftworker, the employee shall not be counted in the Apprentice ratio.
- 6) Gloving will remain voluntary. The gloving test shall be developed by the Company and Union Gloving Committee. The test must have the approval of the Power Systems Joint Apprentice Committee before implementation and will be administered by the Joint Gloving Committee.

The gloving crew ratio of Apprentices to Craftworkers shall not exceed (1) to one (1). This ratio will not be affected by temporary vacancies or absences. At no time will two Apprentices work on energized primary together.

g) Power Systems Apprentice Line Specialist Program:

The Company and Union, recognize that it is necessary to have highly skilled employees within the labor force, and have therefore agreed to the following for the training of Power Systems Apprentice Line Specialists. It is agreed that adjustments or amendments to this program may be made with the proper approval process. This program will be administrated by a subcommittee of the Joint Apprentice Committee to be called the Power System Joint Apprentice Committee. This Committee will be comprised of four (4) representatives, two (2) from the Company and two (2) from the Union.

Program Eligibility:

This program is open to all Power Systems employees. All Apprentice Line Specialist jobs will be posted in accordance with Paragraph 20 of the M.O.A. through the Job Posting System.

All Apprentice Line Specialist positions will be additions to the staffing model. In case of workforce reductions, the Apprentice Line Specialist classification may be discontinued. Senior qualified applicants will be notified of acceptance into prequalification classes and will be considered as candidates until they have successfully completed prequalification classes. While attending prequalification classes, candidates will be paid at the Service Specialist “B” rate of pay or their current classification, determined by whichever is higher.

Prequalification classes will consist of instruction in pole climbing, pole top rescue, hand line operation, knot tying, rope splicing, etc. All candidates must demonstrate proficiency in these required skills to be awarded an Apprentice Line Specialist position after prequalification classes. Those candidates who are unsuccessful in graduating from prequalification classes will be given one additional opportunity to complete prequalification classes provided they are the senior qualified candidate for an Apprentice Line Specialist position in a future training cycle.

Graduates of prequalification classes will be awarded the vacant Apprentice Line Specialist job applied for by work location and will have their (106) transferred to Distribution, Safety, Training and Methods Development (T.M.C.) for further training (T.M.C. / Work Location). All provisions under the M.O.A. regarding show-up, overtime, etc., will apply from this work location.

Training Scope:

The Program will consist of two (2) years of formal program training, one (1) year of continuous on-the-job training and one (1) year of on-the-job experience. All formal program training will be conducted on Company time.

Training will consist of four (4) phases – Basic, Intermediate, Advanced and continuous on-the-job training. Formal training will be conducted at T.M.C. and on-the-job training will be conducted at the awarded work headquarters, or show-up sites on training assignment jobs. Classroom instruction will be divided into modules and will include “how to” instructions followed by live demonstrations and skills practices. After completion of specific modules at T.M.C., Apprentice Line Specialists will return to their work locations to practice the skills included in the module through on-the-job training. Trainers will monitor the on-the-job training to ensure that training emphasis is actually for the module being covered. It will also be understood that in certain instances such as scheduling or overtime opportunities, Apprentices may perform work from previous or future modules. Trainers will ensure that all identified skills are practiced and documented. The Apprentice Line Specialists will return to T.M.C. for each module being taught

and will be tested on the completed and practiced modules. Comprehensive testing will be conducted to certify successful completion of the training modules.

Apprentice Line Specialists who are unsuccessful in completing training phases will be given the opportunity to remediate with increased support from their trainers. These Apprentice Line Specialists will be required to practice on their own time to ensure successful remediation. Instructor support time will be covered as hours worked for this period of remediation. Following remediation, those Apprentice Line Specialists who are still unsuccessful will be removed from the program and be given forty-five (45) days to bid a vacant position or be assigned to the classification of Helper at their work headquarters.

Apprentice Line Specialists who voluntarily withdraws from the program will be given forty-five (45) days to be awarded a vacant position or be assigned to the Helper classification at their work headquarters.

- Apprentice Line Specialists who voluntarily withdraw from the program for reasons other than hardship may reenter the program after one (1) year by applying for a vacant Apprentice Line Specialist position.
- Hardship cases are subject to review and approval by the Power System Joint Apprentice Committee (PSJAC) at the time of withdrawal. Apprentices withdrawing due to hardship may, contingent on PSJAC review and approval, reenter the program at any time by applying for a vacant Apprentice Line Specialist position.

Testing and Certification:

Following twenty-four (24) months of formal program training, an overall skills test will be conducted. Following successful completion of the overall skills test, the Apprentice Line Specialist will be permitted to take a certification test, provided they have the approval of the Power Systems Joint Apprentice Committee. Apprentice Line Specialists that fail the certification test will not be permitted to retake the test for a period of six (6) months. Upon successful completion of the certification test, Apprentice Line Specialists will be qualified to apply (bid) for vacant Line Specialist positions and will be qualified to relieve as a Line Specialist. All Apprentice Line Specialists will be required to take the certification test following thirty-six (36) months in the program. Upon certification, Apprentice Line Specialists will receive a Certificate of Completion of Apprenticeship from the Company and the I.B.E.W. When certified, Apprentice Line Specialists will receive an additional One Dollar (\$1.00) per hour increase in pay rate and receive a Fifty Cent (\$0.50) increase every six months thereafter until they reach the bottom bracket for the Line Specialist classification.

All Apprentice Line Specialists will be required to complete the Line Specialist certification test after thirty-six (36) months in the program. Those Apprentice Line Specialists who do not successfully complete the certification test after thirty-sixth (36) months in the program will continue to practice their skills and become successfully certified or be removed from the program as stated above.

If, after four (4) years as an Apprentice Line Specialist and the successful completion of all programs and testing, the Apprentice Line Specialist has not been successfully awarded a Line Specialist position, the Apprentice will automatic to Line Specialist and will have forty-five (45) days to be awarded a job. If unsuccessful, the Line Specialist will be placed into a “no qualified

applicant” Line Specialist position within fifty (50) miles of their work location. If unable to be placed, the Line Specialist will have his position discontinued and will roll where seniority and qualification allow. Apprentice Line Specialists positions are not in the regular work location staffing and will not be considered as positions, which can be rolled by qualified Craftworkers. Line Specialists who are rolled cannot roll an Apprentice Line Specialist position; however, it is not intended to maintain the training position in locations without a need for a Line Specialist. The Company and Union shall meet to determine the correct course of action to minimize the adverse effects of that roll.

Program Administration:

The Company and Union will create a Power Systems Joint Apprentice Committee (PSJAC). This Committee will administer the program and propose necessary changes to the Joint Apprentice Committee, as applicable. Instructors will be selected for this program in accordance with the joint agreement regarding the selection of the Power Systems Instructor classification. These instructors will be paid at the Power Systems Instructor rate. Apprentice Line Specialists may “show-up” at different locations for training purposes in accordance with Paragraph 48.1 of the M.O.A.

Apprentice Line Specialists will not be permitted to apply for vacant Apprentice Line Specialist positions. Transfers will be permitted between locations provided the transfer is within the Apprentice Line Specialist’s training cycle. The Company will make every effort to publish projected dates and locations for future new Apprentice Line Specialist positions. The ratio of Apprentice Line Specialists to Line Specialists will be maintained. Upon certification, the Apprentice Line Specialist will not be counted in this ratio. In certain training assignments, the Apprentice to Craftworker ratio may be exceeded for specialized training. Apprentice Line Specialists will not perform as Line Specialists unless certified and relieved into the appropriate classification.

Apprentice Line Specialists will not be required to work voltages above 600 volts within their first year in the program. The PSJAC will evaluate all Apprentice Line Specialists for accredited time in the program for purposes of working above 600 volts. The final determination to perform this type of work will be up to the Apprentice Line Specialist, the Line Specialist and/or the Lead Specialist with whom they work.

Former Apprentices will be evaluated by Trainers, the PSJAC and will be given credit time for their technical and practical knowledge. Adjustments in pay for this credited time will be in accordance with Exhibit A of the M.O.A.

h) Joint Training Programs

1. Power Systems Ground Workers Training will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as set forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.
2. Power Systems Utilityworkers Training will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as set forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.

3. Customer Service Meter Electrician A program will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as set forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.

48.1 SHOW-UP

- a) All Substation, Transmission, Customer Service, Underground, and Distribution Crews in the Power Delivery and Distribution Business Units shall be show-up with the exception of Dispatcher-BES, Distribution Dispatcher, Assistant Distribution Dispatcher, Operations Clerk "A" Steno, Operations Clerk and Dispatcher Clerk. These crews will be assigned to a regular headquarters. By giving notice during the employees working hours of any day, show-up employees may be required to report to work on the second day following this notification or later, to either another regular established headquarters or to a show-up site. Employees will receive premium pay when reporting to another service center or show-up site according to Paragraph 41.

Show-up assignments that are at an active headquarters or at any of the predetermined Company owned property locations (e.g., inactive service centers, substations, plant sites, etc.) will be reoffered on a quarterly basis (predetermined locations will be designated and modified by mutual agreement of Power Systems and the Business Manager). All other show-up sites will be offered on a specific job(s) basis.

The Distribution Construction Service Center will be utilized to perform minor and major construction work assignments. Show-up assignments that are managed from the Construction Service Centers may work multi-job packages. Show-up assignments of this nature will be reoffered on a three (3) month basis. Show-up assignments for a specific large job may be offered up to a six (6) month period and may be extended an additional three (3) months by mutual agreement of those working the show-up.

The expense reimbursement will apply only when show-up employees actually report to a show-up site or another service center except when scheduling by the Company does not allow the employees to report to their show-up assignment.

Should an assignment last for less than five (5) consecutive days on an eight (8) hour schedule or four (4) consecutive days on a ten (10) hour schedule the show-up employee shall continue to receive the expense reimbursement until the expiration of the regular scheduled period or the higher of the two expense reimbursements if reassigned to another show-up site or another service center during such period.

By giving employees notice during their regular working hours of any day, the employees may be returned to their regular headquarters the next day. If proper notice is not provided, the employee will receive an expense reimbursement for the following day.

The following sequence will be used to fill vacancies or employee show-up assignments at the work headquarters assigned the work:

1. Show-up personnel will be offered by classification on a seniority basis, within the work headquarters.
2. Show-up personnel will be assigned by classification by inverse seniority, with personnel within the work headquarters.

Employees will be considered for temporary relieving in accordance with Paragraph 50(a) at their regular headquarters. For temporary relieving assignments at a show-up site, show-up personnel working at the site will be given first consideration, unless a more senior qualified employee is assigned to the site.

Show-up personnel assigned to a show-up site will be eligible for overtime at the regular headquarters, except, when it is known in advance that an overtime assignment would prevent employees from working their full schedule at the show-up site. Holdover and prearranged overtime at a show-up site will be assigned to personnel working at the show-up site first. Call out overtime occurring at a show-up site will be distributed out of the regular headquarters according to Paragraph 44 of the Memorandum of Agreement. When show-ups are on travel assignments and work overtime at their regular headquarters that run into their regular scheduled hours of work, it will not constitute a break in an employee's assignment and they will continue to receive the appropriate expense reimbursement. For overtime and temporary relieving occurring at a regular established headquarters where show-up personnel are temporarily assigned, show-ups will be considered for the overtime and temporary relieving after the employees not on show-up assignment at that location have been offered the overtime and/or temporary relieving assignment.

Show-up site crews will report for scheduled Safety Meetings and other meetings as necessary, at the work headquarters closest to the show-up site or another designated location which has been mutually agreed to by the Company and Local Union President on Company time and expense. When employees are assigned to another regular established headquarters, they will attend scheduled meetings at that location.

When show-ups are assigned to an existing regular work headquarters other than their regular headquarters for a period of time that exceeds nine (9) months, the Director of Labor Relations and the Business Manager of the Union shall discuss and decide whether the show-ups should be returned to their regular headquarters and/or jobs be posted at the location traveled to by the show-ups.

If show-ups are prearranged to work greater than twelve (12) hours per day for two (2) consecutive days or greater at work locations over twenty-five (25) miles from their regular headquarters, the Company will provide actual expenses per Paragraph 41 of the Memorandum of Agreement in lieu of the daily expense reimbursement.

All mileage compensation will be calculated on the actual miles from an employee's regular headquarters to the show-up site or another regular established headquarters.

When show-up sites are established, arrangements for security of employees' vehicles, bathroom facilities, job posting notices, water and other items as may be necessary will be made by the Company.

- c) If sufficient notification is not given in (a) and (b) above, then mileage and travel time will be allowed until the second day following the original notification.
- d) All Show-up personnel may be assigned to locations outside the areas specified in (a) above, in which case, they will receive expenses in accordance with Paragraph 41.

50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER

- a) Any employee designated to substitute, relieve or work temporarily in a higher classification shall receive an additional five (5) percent added to his / her regular rate of pay or the minimal of the bracket, whichever is higher, but not to exceed the maximum rate, for all hours actually worked or a minimum of four (4) hours, provided the employee works in such higher classification for one (1) hour or more at any given time (except as otherwise provided in Paragraph 38). The employee shall work the scheduled hours, perform the assigned duties, and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of such higher classification in which the employee is relieving, substituting or temporarily working.

Utilityworkers with journeyman qualifications as of this 23rd day of February 2001, will receive relieving pay based upon the relieving process in place prior to the 2000-2004 M.O.A.

Every effort will be made by the Company, where practicable, to fill jobs under this paragraph according to qualifications and seniority in the particular Work Headquarters. Biweekly lists of temporary relieving time will be posted on bulletin boards.

- b) When an employee is designated to relieve or substitute for another employee or to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification and shall work the scheduled hours, perform the assigned duties, and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of the lower classification in which the employee is relieving, substituting or temporarily working.
- c) Employees may relieve in an equivalent classification if they have no objections or for the purpose of obtaining experience. However; it is not required that an employee relieve sideways without his consent.
- d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:
 1. The temporary clerical assignment shall last for a minimum of twenty (20) workdays (any assignment of less than twenty (20) days will be considered to be twenty (20) days).
 2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to one hundred twenty (120) workdays in any given twelve (12) month period. Once the use of temporary clerical personnel has reached one hundred twenty (120) days (the time need not be consecutive) within a twelve (12) month period temporary clerical job will be discontinued,

or an appropriate Bargaining Unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the one hundred twenty (120) day period. As an example, two (2) temporary clerks could work for sixty (60) days in any given twelve (12) month period or four (4) temporary clerks could work thirty (30) days in any given twelve (12) month period.

3. Temporary clerical personnel may be used to fill temporary vacancies within existing Bargaining Unit clerical classifications. Temporary vacancies will be determined when a Bargaining Unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies, and vacations. The one hundred twenty (120) workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Labor Relations.
4. When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.
5. This will not change the manner in which injured employees may be assigned under Paragraph 7(c) of the Memorandum of Agreement.

TEMPORARY ASSIGNMENTS OUTSIDE OF BARGAINING UNIT

An assignment to a position not covered by the M.O.A. will be considered temporary if the Bargaining Unit job is retained and not filled through the job posting.

An assignment to a position not covered by the M.O.A. will be considered extended if the Bargaining Unit job is discontinued or filled through the job posting process.

Employees on temporary assignment (as described above) will be returned to their previous Bargaining Unit job.

Employees on extended assignment (as described above) will be handled under Paragraph 52 of the M.O.A.

The Company will advise the Business Manager of the Union of those assignments it intends to handle on a temporary basis.

The Business Manager in turn may notify the Director of Labor Relations of those assignments of greater than fifteen (15) consecutive days, which he wishes to be handled on an extended basis.

Within the next biweekly pay period the Company will, at its discretion:

- a) Return the employee on temporary assignment to his/her regular Bargaining Unit job.
- b) Discontinue the job.
- c) Post and fill the job.

Employees on temporary or extended assignment will be removed from the overtime list of their regular Bargaining Unit classification and will not be considered for overtime in the classification until they have been returned and begun to work in the classification.

Employees on temporary or extended assignment will be returned to the overtime list with one (1) hour more than the employee with the greatest number of hours.

EXHIBIT "A"
HOURLY WAGE SCHEDULES - POWER SYSTEMS DIVISION -
DISTRIBUTION

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
OVERHEAD LINES					
CHIEF LINE LEADER*	47.23	47.23	48.65	48.65	N/A
CHIEF LINE SPEC*	47.23	47.23	48.65	48.65	N/A
SR LINE SPEC (1)*	46.60	46.60	48.00	48.00	N/A
CREW LEADER*	44.15	44.15	45.47	45.47	N/A
LINE SPEC*	44.32	44.32	45.65	45.65	N/A
CONSTR SPEC * **	42.24	43.04	43.53	44.33	0.20
LINE SPEC - HOT STICK*	40.21	40.21	41.42	41.42	N/A
APPR LINE SPEC*	33.62	34.67	34.66	35.71	0.25
UNDERGROUND ELECTRICAL					
URD SPECIALIST*	45.57	45.57	46.94	46.94	N/A
CABLE SPLICER*	44.77	44.77	46.11	46.11	N/A
NETWORK MAINT ELECT*	44.41	44.41	45.74	45.74	N/A
UG PROD TECH*	39.50	39.50	40.69	40.69	N/A
APPR CABLE SPLICER*	35.03	36.08	36.11	37.16	0.25
EXCAVATOR **	22.19	24.19	22.92	24.92	0.25
INSTALLER **	16.66	17.16	17.17	17.67	0.15
MECHANICAL					
LEAD CONSTR SPEC*	47.23	47.23	48.65	48.65	N/A
CONSTR SPEC * **	42.24	43.04	43.53	44.33	0.20
REPAIR TECH A	43.04	43.04	44.33	44.33	N/A
REPAIR TECH B (2)	33.62	34.67	34.66	35.71	0.15
METER					
CHIEF METER ELECT	47.23	47.23	48.65	48.65	N/A
LABORATORY METER ELECT	47.23	47.23	48.65	48.65	N/A
ELECTRONIC TECH - FIELD	47.23	47.23	48.65	48.65	N/A
ELECTRONIC TECH - MTC	47.23	47.23	48.65	48.65	N/A
METER ELECT A	43.04	43.04	44.33	44.33	N/A
METER ELECT B	33.62	34.67	34.66	35.71	0.15
APPR METER ELECT	33.62	34.67	34.66	35.71	0.25
METER TESTER	33.79	36.05	34.87	37.13	0.33
METER INSTALLER	25.67	26.27	26.46	27.06	0.15
SERVICE & CLERICAL (NON-SHOW UP)					
DISPATCHER - BES (S)	52.37	52.37	53.94	53.94	N/A
DSDN DISPATCHER*	50.59	50.59	52.11	52.11	N/A
(6) DISPATCHER CLERK*	33.84	34.44	34.87	35.47	0.25
(6) OPERATION CLERK A STENO*	30.05	34.25	31.08	35.28	0.50
(6) OPERATION CLERK A*	30.05	34.25	31.08	35.28	0.50

Classification	Effective 10/26/2019		Effective 10/24/2020 3.00%		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
SERVICE & CLERICAL					
RESTORATION SPEC*	44.77	44.77	46.11	46.11	N/A
DISTRIBUTION INSPECTOR*	42.76	43.68	44.07	44.99	0.20
SERVICE SPEC A	43.95	43.95	45.27	45.27	N/A
SERVICE SPEC B*	32.84	33.89	33.86	34.91	0.15
EQUIPMENT OPER*	33.85	34.65	34.89	35.69	0.20
GENERAL					
EQUIPMENT OPER*	33.85	34.65	34.89	35.69	0.20
GROUND WORKER*	31.67	32.72	32.65	33.70	0.50
TRUCK ATTENDANT*	31.01	31.01	31.94	31.94	N/A
TRUCK DRIVER HELPER (4)*	23.44	24.04	24.16	24.76	0.15
TRAINEE A	23.94	23.94	24.66	24.66	N/A
TRAINEE B	21.65	21.65	22.30	22.30	N/A
HELPER*	22.10	23.50	22.81	24.21	0.20
TRANSFORMER SHOP & TOOL ROOM					
EQUIPMENT REPAIR LEAD	47.23	47.23	48.65	48.65	N/A
ELECTRONIC TECH	47.23	47.23	48.65	48.65	N/A
CHIEF EQUIP REPAIR SPEC	47.23	47.23	48.65	48.65	N/A
REPAIR TECH A TOOLS	43.04	43.04	44.33	44.33	N/A
REPAIR TECH A	43.04	43.04	44.33	44.33	N/A
REPAIR TECH B	33.62	34.67	34.66	35.71	0.15
APPR REPAIR TECH A TOOLS	33.62	34.67	34.66	35.71	0.25
APPR REPAIR TECH (xfmr shop)	33.62	34.67	34.66	35.71	0.25
COMMUNICATION, CONTROLS AND PROTECTIVE EQUIPMENT					
COMM & BATTERY SPEC	47.23	47.23	48.65	48.65	N/A

* Subject to Callout Fill Rate

** Non-Climbing Classification

POWER SYSTEMS DIVISION – DISTRIBUTION EXHIBIT “A” NOTES

1.
 - a) On Senior Line Specialist Crews, the Company may, at its discretion, add one (1) additional employee in the classification of Ground Worker or lower. On Senior Line Specialist Line Crews, the additional employee may be in a classification higher than Ground Worker, provided the employee is unable to climb due to physical limitations or provided the employee replaces a Craftworker or Apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Line Specialist Crew as a fifth employee at any time.
 - b) If any additional employees are added to the crews provided under (a), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist during such period.
 - c) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist Overhead Line Crews will consist of up to four (4) employees, a Senior Line Specialist and any combination of the following classifications, Line Specialist, Apprentice, Equipment Operator, Ground Worker, or Helper. If the crew is increased to five (5) employees, the Senior Line Specialist will receive Chief Line Specialist pay; however, the employee will be required to work with tools. If the crew is increased to more than five (5) employees, then the Senior Line Specialist’s duties will be those of a Chief Line Specialist.
 - d) When three (3) or more Craftworkers are present at a job site, the senior person shall be paid at the Senior Line Specialist’s rate.
 - e) When two (2) Line Specialists are tied together to perform work, the relieving will be offered by seniority and the employee accepting the relieving will be paid at the Senior Line Specialist rate.
2. Will receive temporary relieving pay as a Repair Technician “A” when working on vault or street lighting construction or reconstruction involving Craftworker’s work and the employee performs the duties of a Craftworker.
3. Will not be required to work with tools when directing a crew which includes more than two (2) Craftworkers in addition to the employee, except for the purpose of instruction.
4. With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive Ten Cents (\$0.10) per hour additional to their position in the pay scale bracket.
5. Senior Line Specialist may be in charge of any combination of lower classifications up to a total of four (4) people.
6. Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, ‘A’ Clerk or ‘A’ Clerk Steno will be paid a premium of One Dollar (\$1.00) per hour.

7. Transferring of Uninvestigated Trouble Tickets. The following process for handling uninvestigated trouble tickets has been agreed to by the Company and Union. This document was written to provide clarification on when uninvestigated trouble tickets could be transferred to the Service Center and who will be responsible for issuing the tickets upon receipt at the Service Center. It is also our desire to settle all current disputes arising from this issue of transferring uninvestigated trouble tickets and to prevent any further disagreements.

The most effective and desired method for handling uninvestigated trouble tickets is to have them remain within the jurisdiction of the Distribution Dispatcher at the Dispatch Center. However, if the volume of these tickets exceeds the Dispatcher's ability to effectively dispatch, and/or the investigators (Restoration Specialist) ability to effectively investigate the tickets in a timely manner, and there are available crews in the Service Center that could be utilized effectively. The Dispatch Supervisor will authorize the release of uninvestigated tickets to the Service Center. The number of uninvestigated tickets transferred to the Service Center will be limited to the population of crews available to investigate those tickets transferred. Once referred tickets become available and the crews can be used effectively with the preferred process (Investigate-Refer), the transfer of uninvestigated tickets will cease. As crews become available, this process could recycle throughout the event.

Once tickets are released to the Service Center, it will be the responsibility of the Dispatcher Clerk to utilize their skills to issue tickets to these Service Center crews to be investigated.

Notes

1. Dispatching of tickets is a function of the Bargaining Unit.
 2. Dispatcher Clerks or any Bargaining Unit employee performing the duties of the dispatching uninvestigated tickets at the Service Center will be paid at the Dispatcher Clerk rate of pay or maintain their current rate of pay if at a higher rate.
 3. The selection of uninvestigated tickets to be moved from the Distribution Dispatch Center to the Service Center will be selected by the Distribution Dispatcher and/or Dispatch Supervisor then moved by the Distribution Dispatcher in a timely manner.
 4. Distribution Dispatchers will move all uninvestigated tickets from the Dispatch Center to include those to a Contract Administrator if situation necessitates movement.
 5. It is not the intent of this letter to replace Distribution Dispatchers with Dispatcher Clerks on overtime.
8. NEW OPERATIONS CLERK "A" JOBS IN POWER DELIVERY

The Operations Clerk "A" in Power Systems will perform Stores work in addition to the employee's other duties until such time as the Stores work becomes a full-time job and the Stores Department assigns a regular Stores employee to handle the work. When such Stores employee is assigned, the Operations Clerk "A" may assist the regular Stores employee. These "A" Clerks will be physically able to drive trucks, procure, receive and issue supplies and materials, in addition to doing the Stores paperwork and those jobs covered in the Job Specifications for Operations Clerk "A".

GENERAL

A pole hole digger will be operated by a Craftworker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.

EXHIBIT "A"
HOURLY WAGE SCHEDULES - POWER SYSTEMS DIVISION - DELIVERY

Classification	Effective 10/26/2019		Effective 10/24/2020		Increase Every 6 Months / (#) increase every 12 Months
	MIN	MAX	MIN	MAX	
OVERHEAD LINES					
CHIEF LINE SPEC	47.23	47.23	48.65	48.65	N/A
CHIEF LINE LEADER	47.23	47.23	48.65	48.65	N/A
SR LINE SPEC	46.60	46.60	48.00	48.00	N/A
LINE SPEC - HIGH VOLTAGE	44.32	44.32	45.65	45.65	N/A
SUBSTATION					
CHIEF SUBSTATION ELECT(2)	47.23	47.23	48.65	48.65	N/A
SR SUBST ELECT (1)	46.60	46.60	48.00	48.00	N/A
LEAD ELECT (4)	45.37	45.37	46.73	46.73	N/A
ELECT SUBST (4)	44.32	44.32	45.65	45.65	N/A
APPR ELECT SUBST	33.62	34.67	34.66	35.71	0.25
SERVICE & CLERICAL (NON-SHOW UP)					
DISPATCHER - BES (S)	52.37	52.37	53.94	53.94	N/A
(6) DISPATCHER CLERK	33.84	34.44	34.87	35.47	0.25
(6) OPERATION CLERK A STENO	30.05	34.25	31.08	35.28	0.50
(6) OPERATION CLERK A	30.05	34.25	31.08	35.28	0.50
SERVICE & CLERICAL (SHOW UP)					
PATROL PERSON **	43.04	43.04	44.33	44.33	N/A
EQUIPT OPER	33.85	34.65	34.89	35.69	0.20
UTILITY WORKER	28.22	32.72	29.20	33.70	(NOTE 3)
TRUCK ATTENDANT	31.01	31.01	31.94	31.94	N/A
TRUCK DRIVER HELPER	23.44	24.04	24.16	24.76	0.15
HELPER	22.10	23.50	22.81	24.21	0.20

** NON-CLIMBING CLASSIFICATION

POWER SYSTEMS DIVISION – DELIVERY EXHIBIT “A” NOTES

1.

(a) The Senior Substation Electrician four (4) person Substation Crew in the Power Delivery Business Unit will consist of a Senior Substation Electrician, two (2) Craftworkers, or one (1) Craftworker and one (1) Apprentice, Utilityworker or Helper. If this crew is increased other than as provided for in (b) of this note, by one (1) or more employees, the duties of a Senior Substation Electrician will be those of a Chief Substation Electrician during such period.

(b) On Senior Substation Electrician crews, the Company may, at its discretion, add one (1) additional employee in the classification of Utilityworker or lower. On Senior Substation Electrician crews, the additional employee may be in a classification higher than, provided the employee is unable to climb due to physical limitations or provided the employee replaces a Craftworker or Apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Substation Electrician as a fifth crew member at any time.

(c) If any additional employees are added to the crews provided under (b), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist or Chief Substation Electrician during such period.

(d) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist will consist of up to four (4) crew members a Senior Line Specialist and any combination of the following classifications, Line Specialist-High Voltage, Apprentice, Equipment Operator, Utilityworker, or Helper. If the crew is increased to five (5) crew members, the Senior Line Specialist will receive Chief Line Specialist pay; however, the employee will be required to work with tools. If the crew is increased to more than five (5) crew members, then the Senior Line Specialist’s duties will be those of a Chief Line Specialist. This provision will in no way effect the present crew make-up of substation crews.

(e) When three (3) or more Craftworkers are present at a job site, the senior person shall be paid at the Senior Line Specialist’s rate.

2. Will not be required to work with tools when directing a crew which includes more than two (2) Craftworkers in addition to the employee, except for the purpose of instruction.

3. Utilityworker - increase each 6 months:

6 Months	\$0.75	12 Months	\$0.75	18 Months	\$0.50
24 Months	\$0.50	30 Months	\$0.50	36 Months	\$0.50
42 Months	\$0.50	48 Months	\$0.50	54 Months	\$0.50

Utilityworker Ratio changed to maximum of one (1) Utilityworker to two (2) Craftworkers.

4. Lead Electrician Crew:

a) Consists of up to five (5) Substation personnel which may include no more than two (2) Craftworkers and/or Substation Electrician Crew;

- b) Consists of up to three (3) personnel which may include no more than one (1) Craftworker.
 - c) Crew size and make-up include the Craftworker running the crew.
 - d) Any time the crew complement is expanded beyond the above allowable size or complement the appropriate crew leader shall receive the appropriate next higher rate of pay.
5. With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive Ten Cents (\$0.10) per hour additional to their position in the pay scale bracket.
6. Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, "A" Clerk or "A" Clerk Steno wages will be increased by One Dollar (\$1.00) per hour.
7. NEW OPERATIONS CLERK "A" JOBS IN POWER DELIVERY

The Operations Clerk "A" in Power Systems will perform Stores work in addition to the employee's other duties until such time as the Stores work becomes a full-time job and the Stores Department assigns a regular Stores employee to handle the work. When such Stores employee is assigned, the Operations Clerk "A" may assist the regular Stores employee. These "A" Clerks will be physically able to drive trucks, procure, receive and issue supplies and materials, in addition to doing the Stores paperwork and those jobs covered in the Job Specifications for Operations Clerk "A".

GENERAL

A pole hole digger will be operated by a Craftworker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.

EXHIBIT "A" SHIFT DIFFERENTIALS

A shift differential will be applicable to employees in classifications designated by (S) in any "Exhibit A", and any Distribution, Power Delivery Business Unit employees and employees who temporarily relieve in such classifications.

If fifty percent (50%) or more of an employee's regular straight-time scheduled shift falls between the hours of 4:00 PM and 12:00 midnight, the employee shall receive Eighty Cents (\$0.80) per hour effective November 1, 2013 for all hours actually worked in such shift.

If fifty percent (50%) or more of an employee's regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00a.m the employee shall receive a shift differential of Ninety-Five Cents (\$0.95) per hour effective November 1, 2013 for all hours actually worked on such shift.

For all Distribution and Power Delivery Business Unit employees, all regular scheduled straight-time hours worked on Saturday and Sunday will receive a weekend differential of One Dollar and Fifty cents (\$1.50) per hour; no other differential will be paid. All call out overtime hours worked on Saturday and Sunday will be at the overtime rate exclusive of the weekend differential. The weekend

differential will apply to holdover overtime or to a regular scheduled employee called out ahead of their normal scheduled starting time.

Except as amended above, an employee who works overtime in a classification in any Exhibit "A" designated by "(S)", and any Distribution, or the Power Delivery Business Unit during hours to which a differential would be applicable on straight-time, then such employee shall have the applicable differential included in the employee's regular rate for overtime computation.

SHIFT DIFFERENTIAL CLARIFICATION

Any non-rotating Distribution employee whose full, regular straight-time schedule falls between 6:00 AM and 7:45 PM on Monday, Tuesday, Wednesday, Thursday or Friday will not be entitled to any differential at any time.

Any non-rotating Distribution employee that works fifty percent (50%) or more of their regular straight-time schedule between the hours of 4:00 PM and 8:00 AM, Monday, Tuesday, Wednesday, Thursday or Friday, shall be entitled to the evening or midnight differential for any hours worked, except Saturday and Sunday.

Example: Regular Schedule, 3:00 PM – 11:00 PM, Holds over until 2:00 AM
From: 3:00 PM – 12:00 midnight, \$0.80 per hour effective 11/01/2013 (Monday – Friday)
From 12:00 midnight – 2:00 AM, \$0.95 per hour effective 11/01/2013 (Monday – Friday)
From 12:00 midnight – 2:00 AM, \$1.00 per hour (Saturday)

Example: Regular Schedule (Tuesday – Saturday), 3:00 PM – 11:00 PM
Holds Over on Saturday Night to 2:00 AM
Saturday Morning: From 3:00 PM – 2:00 AM – \$1.00 per hour

Example: Regular Schedule (Wednesday – Sunday), 3:00 PM – 11:00 PM
Holds over on Sunday Night to 2:00 AM Monday Morning:
From 3:00 PM – 12:00 midnight, \$1.00 per hour
From 12:00 midnight to 2:00 AM, \$0.95 per hour effective 11/01/2013

Any "rotating" Distribution employee who works a schedule during hours to which a differential would be applicable on straight-time, then such employee shall receive the applicable differential on overtime. (Applies to all days of the week).

Example: Regular Schedule 3:00 PM – 11:00 PM Tuesday – Thursday; 7:00 AM – 3:00 PM Friday – Saturday; off Sunday – Monday

For any overtime (Holdover or Call Out) the following would apply:
Tuesday – Friday 11:00 PM to 12:00 midnight, \$0.80 per hour effective 11/01/2013
Tuesday – Friday 12:00 midnight – 8:00 AM, \$0.95 per hour effective 11/01/2013

4:00 PM – 12:00 midnight, \$0.80 per hour effective 11/01/2013 (Monday through Friday)

12:00 midnight (Saturday) – 12:00 midnight (Sunday) - \$1.00 per hour

12:01 AM (Monday) – 8:00 AM (Monday), \$0.95 per hour effective 11/01/2013

Example: Regular schedule 11:30 AM – 7:30 PM, Tuesday – Saturday, off Sunday – Monday.
Hold over until 2:00 AM Saturday
7:30 PM – 12:00 midnight, \$0.80 per hour effective 11/01/2013
12:00 midnight – 2:00 AM \$1.00 per hour

Any non-rotating Distribution employee regularly scheduled to work Saturday and/or Sunday shall be entitled to the weekend differential if fifty percent (50%) or more of that schedule is on Saturday or Sunday. Any overtime hours worked on Saturday or Sunday shall not be entitled to weekend differential unless the hours worked are tied to their regular schedule straight-time hours.

Saturday and Sunday Examples

Example: Regular Schedule 8:00 AM – 4:00 PM, Called Out at 6:00AM and continues work until 4:00 PM
6:00 AM – 4:00 PM \$1.00 per hour

Example: Regular Schedule 8:00 AM – 4:00 PM, Holds Over until 9:00 PM
8:00 AM – 9:00 PM \$1:00 per hour

Example: Regular Schedule 8:00 AM – 4:00 PM, Called Out at 1:00 AM, works until 5:00 AM
No differential is applicable for overtime hours

Example: Regular Schedule 10:00 AM – 6:00 PM, Called Out at 8:00 PM, works until 12:00 midnight
No differential is applicable for overtime hours

Intent of fifty percent (50%) rule for 4:00 PM – 12:00 midnight and 12:00 midnight to 8:00 AM

Fifty percent (50%) of your regular scheduled straight-time hours must fall within the appropriate timeframe in order to receive the applicable differential.

Example: Regular Schedule, 10:00 AM – 6:00 PM
No differential is applicable

Example: Regular Schedule, 2:00 PM – 10:00 PM
2:00 PM – 10:00 PM \$0.70 per hour effective 11/01/2011 and \$0.80 per hour effective 11/01/2013

Example: Regular Schedule, 11:00 PM (Friday) – 7:00 AM (Saturday)
11:00 PM – 7:00 AM \$1.00 per hour will be received for all eight (8) hours of the regular schedule worked.

Example: Regular Schedule (straight-time), 11:00 PM (Sunday) – 7:00 AM (Monday)
\$0.85 per hour effective 11/01/2011 and \$0.95 per hour effective 11/01/2013 will be received for all hours worked.

MISCELLANEOUS – POWER SYSTEMS

TRANSMISSION CREWS

1. The Company proposes to separate Transmission work from Distribution. New transmission crews will be posted as bare hand show-up crews or non-bare hand show-up crews. They shall be covered by the provision of Paragraph 48.1, except show-up assignments may be for less than five (5) days. By giving show-up personnel notice during their regular working hours of any day, they may be required to report to a different show-up site the next workday.
2. Travel assignments for show-up or travel shall be paid according to Paragraph 41.
3. Call Out or prearranged overtime involving Transmission work will be offered to Transmission crews per Paragraph 44. After available Transmission personnel in the area have been utilized, Transmission crews may be supplemented by Distribution employees as may be necessary. These crews will not normally be assigned to Distribution work. However, there may be times when they will be assigned jobs such as Transmission work orders where Distribution is involved.
4. Under emergency conditions, these crews can be utilized to do any type of work that would normally be assigned to any overhead line crew. Such assignments will be made only after available Operation Crews in close proximity to the emergency have been utilized.
5. The complement at locations having bare hand crews will consist of at least one (1) Chief Line Specialist, one (1) Senior Line Specialist, four (4) Line Specialists, certified to do bare hand work and the balance of the crew to be made up of any other applicable transmission classifications. The crew size at any location shall be no less than eight (8) personnel. Employees holding bare hand certification will receive a Fifty Cents (\$0.50) per hour premium. The Company will determine the locations of bare hand crews retaining certifications. Only personnel specifically trained and qualified for bare hand work will serve as Chief Line Specialist or work on energized conductors, using the bare hand technique. This includes personnel on the structure when the combination technique is being used.
6. Any time a crew is performing the bare hand technique; there will be a Line Fore Person present.
7. There will be a committee of four (4) people appointed to formulate work procedures using the bare hand method. Two (2) members will be appointed by the Company and two (2) by the Union. Any person serving on this committee will have to complete the bare hand training. This committee may be used to demonstrate new work procedures.
8. New work procedures or safety rules developed will be presented to the Joint Safety Committee before being used by the crews.

GROUND WORKER IN TRANSMISSION AND DISTRIBUTION

Ground Worker positions will be posted according to Paragraph 20 of the Memorandum of Agreement. A ratio not to exceed one (1) Ground Worker to one (1) Apprentice shall be established in Distribution on a system wide basis. The ratios and training progress will be reviewed quarterly with the Business Manager or the Business Manager's designee. This ratio applies to Apprentice Line Specialist and Apprentice Cable Splicer. Any of these Apprentice jobs which are posted "No Applicant" or "No Qualified Applicant" will be reposted as a Ground Worker position and will not be included in the ratio stated above. This provision is made with the intent to "staff the job". If this results in an obvious inequity, the Director of Labor Relations and Business Manager of the Union will meet to resolve this issue.

ASSIGNMENTS FOR STORM TRAINING AND RESTORATION

The Company and the Union agree that the acute shortage of personnel experienced in construction work, during the emergency following a hurricane, makes it necessary to perform as many tasks as possible with people from other departments so that the experienced personnel can be used to the best advantage on actual construction work.

The storm assignments for many people are not closely related to their normal work. In these cases, experience, proficiency and seniority in their normal work are not a measure of ability to handle a particular storm assignment. Even though training is provided, personnel assigned to a storm organization, it is by no means sufficient in itself to completely qualify an individual for a particular assignment. For these reasons, the Company shall have the right during storm training and following an actual storm to assign, and/or reassign each Area Clerk, Utility Employee, Area Supervisor, Guide, Messenger, Crew Supervisor, and Group Crew Dispatcher according to the needs rather than by job title, classification or seniority.

As to selection of employee to perform work, the distribution of overtime provision in the Memorandum of Agreement will not be considered applicable to the storm training assignments and classification; however, any overtime performed by an employee will be charged to the employee.

When a Bargaining Unit employee is assigned to work as an Area Supervisor or Crew Supervisor under the Storm Program, the employee will receive the rate of pay of an Assistant Supervisor or the employee's own, whichever is the greater amount, when the overtime for the pay period involved is finally computed.

- Any employee designated to work temporarily in a higher classification shall be paid at the rate of such higher classification, provided the employee works in such higher classification for one (1) hour or more at any given time.
- On call outs and prearranged overtime, an employee designated to work in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually working in such higher classification.

When an employee is designated to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification.

Employees while in storm training classes shall receive the rate of pay of their own classification. When training is moved to the area headquarters, and area headquarters are established with field checks being made, the Utility Employee shall receive the rate of pay of Patrol Person, the Area clerk shall receive the rate of pay of "A" Clerk, the Group Crew Dispatcher shall receive the rate of pay of Dispatcher Clerk, the Messenger and Guide shall receive the rate of pay of Truck Driver Helper, or the rate of pay of their own classification, whichever is higher. The reference to the classifications Area Clerk, Utility Employee, Guide, Messenger and Group Crew Dispatcher are temporary designations for use during storm training and on restoration work following an actual hurricane. These references are not to be interpreted as including such classifications under Exhibit "A" in the Memorandum of Agreement between the Company and the Union.

WELDING OF ALUMINUM BUS STRUCTURE

It is agreed that such welding of aluminum in substations which is performed by Company personnel may be done by qualified Production Department Maintenance personnel who are trained in this work. At such time as there becomes a sufficient amount of this work to warrant training Substation Maintenance personnel to do it, the Company agrees to do so.

DIRECT BURIAL SYSTEMS

Underground crews (Cable Splicer Crews) will be used exclusively to build and maintain manholes and vaults (stack, concrete enclosed, wire enclosed) in areas where they are assigned. In outlying areas where no underground crew is available, the Company will have the right to relieve employees who have previously been a Cable Splicer and are qualified to perform this work. If a qualified Cable Splicer is not available, a Cable Splicer or underground crew will be traveled from locations the Company selects.

Overhead crews may be assigned to do any direct burial system jobs they are qualified to do. This includes installing duct or similar type material and pulling cable in same. Splices, terminations and connections made by overhead line personnel will be restricted to those not requiring hot metals or hot compounds. For pulling cable into vaults, overhead crews will be restricted to pulling cable into new vaults that have not been energized.

Service Specialist "A" may be utilized to run direct buried services which may require installation of conduit and pulling of cable, with the same restrictions on the use of hot metals or compounds as above.

Prearranged overtime involving construction or maintenance of direct burial systems will be assigned to either overhead or underground personnel in a working headquarters. If the job has not been started on regular time, the overtime will be assigned to the group with the lowest average number of overtime hours per person. Jobs which have been begun by overhead crews and involve overtime for completion will be assigned to overhead crews. The same principle applies to underground crews.

For emergency repairs, when service is interrupted to a vault, crew assignments will be determined by how long repairs will take and what expertise and employee power are needed. Available overhead crews may be utilized to initiate restoration repairs until underground crews arrive to complete the restoration.

The Company agrees that when a Cable Splicer crew consists of more than three (3) persons, the senior qualified employee will receive Lead Construction Specialist pay; however, the employee will be required to use tools. If the crew size is increased to more than five (5) persons, the employee will not be required to use tools except for instructional purposes.

On overhead crews, Chief Line Specialist pay shall be paid as spelled out in the Power System Exhibit "A", Note (1)(d).

Note: This agreement does not change the existing policy to call out underground crews for vault restoration.

LETTER OF AGREEMENT – JANUARY 26, 1974

The gloving issue is both highly controversial and emotional. Recognizing that it deals not only with safety of employees but also a safety rule now in effect, the entire matter will become the responsibility of the Joint Safety Committee. The Joint Safety Committee will, in turn, formulate a procedure by which the subject of voluntary gloving 7.6 KV to ground will be thoroughly researched and studied.

It is hoped that an acceptable recommendation for implementation of this procedure can be proposed by the Joint Safety Committee. In the event the Joint Safety Committee cannot make an acceptable recommendation on implementation of the gloving procedure by January 1, 1975, a three (3) employee committee will be established, composed of one (1) member designated by the Union and one (1) member designated by the Company, and a third member selected by the Union and Company designees. The committee will decide the issue within thirty (30) days after submission of the dispute. In the event the Union and Company designees are unable to agree upon a third member to serve on the committee, a list of five (5) impartial persons will be obtained from Mr. W. J. Usery Jr., Director, Federal Mediation and Conciliation Service. The Union and Company designees will each strike two (2) names, with the remaining one becoming the chairman. The committee selected as outlined above shall decide gloving procedures to be used for the remainder of this contract period.

For the Union
/s/ J.H. Niles

For the Company
/s/ J.E. Stall

AMENDMENT TO LETTER OF AGREEMENT 1-26-74

Change gloving procedures to provide for voluntary gloving of 13.2 KV to ground. The revisions and changes necessary to implement the gloving of 13.2 KV to ground into the gloving program will be made by the Joint Gloving Committee, with the approval of the Joint Safety Committee.

POWER SYSTEMS, STATIONS SAFETY COORDINATOR

In recognition of safety being a value at Florida Power and Light, it is agreed that a Safety Coordinator Position will be created to help establish and communicate the Value of safety to the Employees of the Substation Department of the Power Systems, Stations.

While it is the sincere desire of both Parties to cultivate a safe working environment by bringing about a "Total Safety Culture" among all employees, the parties believe that this position will enhance that desire while furthering the "Value" of safety to the employees of the Power Systems, Stations.

- I. Coordinator:
 - a) There will be a coordinator selected by the Business Manager of System Council U-4 of the I.B.E.W.
 - b) The Employee selected will come from the Bargaining Unit and Business Unit and will be mutually agreed upon by the Director of the Power Systems, Stations.
 - c) The position will be a direct report to the Director of Stations.

- II. Coordinator Salary and Terms:
 - a) The Coordinator will be paid at the top bracket of Maintenance Foreman rate of pay.
 - b) The Coordinator will receive raises per Exhibit "A" of the Memorandum of Agreement during their tenure as the Safety Coordinator.
 - c) The position will be filled for a minimum period of two (2) years from the date of signature. At the end of this term, the Business Manager and the Director of Power Systems, Stations will jointly reevaluate the need for and structure of the position. If deemed necessary to replace the existing Coordinator, the process described in Paragraph I, a) and b) shall be followed.
 - d) Upon exiting the position of Safety Coordinator, the Employee shall return to the original position, or go to the Classification and Location where his/her qualifications and seniority will allow per the M.O.A. Any employee displaced by this action will be absorbed then eliminated by attrition.
 - e) The position of Safety Coordinator shall not be rolled; however, the vacant position last held by that person in the Business Unit can be rolled by a senior qualified person.

- III. Coordinator Duties:
 - a) Schedule safety functions relating to the Power Systems, Stations Joint Safety Committee and the Local Joint Advisory Safety Committees.
 - b) Provide communications to the Local Joint Safety Committees, all updates, near misses and accidents, assist the L.J.A.S.C.'s in their needs for local safety meetings and perform field visits on a routine basis.
 - c) Assist in all new safety equipment evaluations and safety related work process evaluations.
 - d) Coach and facilitate a safe work culture within the organization.
 - e) Work with all levels to evaluate behaviors and practices to both facilitate and develop opportunities to engage all individuals as participants in a "Safe Work Culture."
 - f) Provide guidance and training consistent with the growth and development of a safe work culture.
 - g) Execute Safety 2000 concepts.

REVENUE PROTECTION

All Field Meter Operation (FMO) locations will be established as Revenue Protection areas.

Non-Bargaining Unit personnel will disconnect meters (all self-Contained residential accounts and single-phase commercial accounts) only in the course of collecting on accounts for nonpayment and will install lock rings in the same course of collecting activities.

Bargaining Unit personnel will perform:

1. All disconnects of meters for any reason other than for nonpayment.
2. All connect and reconnects of meters, including reconnect on non-pay.
3. All initial installations of lock pins.
4. Installation of lock rings in cases where it is required to pull the meter before installing and any time lock rings are to be installed on a broad basis.
5. All pulling of meters in the course of current diversion investigations.

Any qualified Meter Electrician "B" working on code 99/K base self-contained meters, (bolt in meter K-7 Meter Enclosure) or tap/retap Florida Power & Light service, or correcting a current diversion condition that is energized, will receive a minimum of one (1) hour premium pay (equal to that of Meter Electrician "A" hourly rate of pay) and will not be entitled to the premium pay for removal of foreign meters or jumpers from the blade (jaws) of the meter blocks similar to the removal of the cut across bars. Only Meter Electrician "B" who has successfully completed the Apprentice Meter Electrician program will be allowed to relieve in the Meter Electrician "A" classification.

DISCONNECT AND RECONNECT

This proposal to allow licensed certified Electricians to cut service at the customer's weather head is not intended to reduce staffing levels, but rather improve overall utilization of our service crews across the system. Over time it is anticipated this process improvement will provide higher levels of customer satisfaction and a more efficient workforce. The Distribution Business Unit is committed to operate efficiently and safely while preserving the employees of the Company and Bargaining Unit positions and work.

How non-FPL disconnects will be done:

- Only single-phase services of 200 amps or less.
- Voluntarily by licensed and certified Electricians.
- Work is to be permitted by the proper authority.
- Cutting of service will only be on customer's wire or cable.
- Where the service is not being relocated and service attachment is undisturbed.

FPL will perform all work associated with reconnection of the service. This new policy is entirely voluntary for the Electrician involved. The decision to perform the disconnect function, when approved by FPL, shall be the sole decision of the Electrician involved on each D&R. FPL shall determine in each individual case if the Electrician will be authorized to perform the disconnect function of the D&R.

This policy will be reviewed by the Company and Union at the request of either party.

COMPOSITE POWER SYSTEMS - TRANSMISSION CREWS

The Company and the Union agree to the following issues:

- A joint team of two members appointed by the Company and two members appointed by the Union will be used to review the bid methodology developed by the Company. Bids will be prepared jointly by Management and crew members of the bidding location.
- Large construction projects which are outside the resources of any Power System Business Unit “area” will be offered to a composite crew. Composite crews shall have a Chief Line Specialist from the Power System Business Unit. All other crew members may come from any Power System Business Unit “area” or temporary workers for any combination of classifications necessary. The identified Chief Line Specialist will participate in the bid process. Temporary workers may be used if the workload of the Power System Business Unit is such that the composite crew cannot be filled by Florida Power and Light Company regular employees. Available and qualified Power Systems personnel by classification shall be used before temporary employees.
- For the composite construction crew, initial work (first job) will be assigned on an as need basis, but prior to subsequent work assignments, competitive bids will be secured between Florida Power and Light Company and the contractor workforce. All work to be accomplished on a bid basis will be awarded to the lowest evaluated bidder.
- On small and medium size construction projects, the area responsible will have first right to the work based on workload and in-service dates.
- If the existing area workload is such that additional construction work cannot be accomplished by the area complement, the project will be included in the bidding process.
- It is agreed between the Company and Union that temporary employees will be furnished through System Council U-4, International Brotherhood of Electrical Workers. A temporary employee is one who is employed by the Company for a job within the Power System Business Unit for a limited time on a purely temporary basis. Temporary personnel will be paid at the minimum of the wage scale of the corresponding classifications covered by the Memorandum of Agreement; Line Specialist, Equipment Operator or Ground Worker. Experienced Ground Workers will be paid at the maximum of the wage scale when experienced Ground Workers are requested. Temporary employees will not be allowed to temporary relieve into another Bargaining Unit classification. It is agreed that regular full-time Florida Power and Light Company Ground Workers or Utilityworkers in Power Delivery will be offered temporary relieving into Craftworkers classifications provided they have successfully held that classification or have completed the Apprentice training requirements of that classification before temporary Craftworkers are used. These temporary employees will be paid for any holiday that occurs during their employment provided they work the scheduled day prior and the scheduled day after. The Company will collect Union dues, pay for overtime as provided by the Memorandum of Agreement, furnish appropriate protective equipment (including gloves) and have the sole right to determine continued employment. Temporary employees will not be eligible for any of the following: medical or dental insurance; pension benefits; thrift plan; sick pay; DIF; SIF; jury duty; vacation; shift differential; travel pay; lodging; pay for meals; bidding, rolling or recall rights; or the establishment of seniority. Temporary employees will work for a regular full-time Florida Power and Light Company employee assigned as “Chief/Senior Line Specialist.” The Company agrees to offer temporary employment to qualified laid-off employees from all departments of the Company prior to hiring temporary

employees from other sources. This will not affect laid-off employees recall rights under Paragraph 21 of the Memorandum of Agreement.

- In the event the composite crew cannot be filled on a voluntary basis by locations, selected by Management, the crew may be staffed in inverse seniority order.
- The number of employees that may be forced by inverse seniority may be no more than the following: GNT-2, SST-1, MWT-3, SET-3, COT-2, FMT-1, PBT-2 and SOT-3.
- Crew members when on assignment, are not eligible for call out or prearranged overtime at their normal work location, if it would prevent the employee's from working the employee's full schedule on the project.
- All overtime associated with the construction project will be worked by the crew assigned to the project. Regular Florida Power and Light Company employees shall be offered any overtime before any temporary employees.
- Compensation for travel shall be paid according to Paragraph 41 of the Memorandum of Agreement.
- The Company shall provide through existing inventory, or by lease, the vehicles and equipment necessary to complete the work in an orderly fashion.
- Measures of the crew's performance shall be jointly developed based on the information developed by the Joint Transmission Construction Team. These measures would include total cost per man-hour and performance against bid price of work.

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