## **MEMORANDUM OF UNDERSTANDING**

## Chesapeake Utilities Corporation and International Brotherhood of Electrical Workers System Council U-4

## November 1, 2023

This Memorandum of Understanding ("MOU") is entered into between Chesapeake Utilities Corporation (the "Company") and the International Brotherhood of Electrical Workers System Council U-4 (the "Union") (collectively the "Parties"). The Parties recognize that on or about September 26, 2023, the Company entered into an agreement to acquire Florida City Gas ("FCG") from Florida Power & Light Company (the "Transaction"). The Parties desire to ensure an orderly transition of benefits for FCG employees represented by the Union ("Employees") upon the close of the Transaction and accordingly agree as follows:

- 1. This MOU is contingent upon the successful closing of the Transaction. If the Transaction does not close, this MOU is null and void.
- 2. Upon the closing of the Transaction, Employees shall participate in the Company's open enrollment process for the remainder of 2023 and for 2024 and shall have the opportunity to elect the following benefits:
  - a. Medical benefits on the same terms and conditions as the Company's non-union employees, provided that for the remainder of 2023, Employees shall not have the option to enroll in the EPO-High medical plan. For the remainder of 2023 and for 2024, Employees shall contribute toward their elected coverage at 2024 rates. Employees who elect HDHP coverage for the remainder of 2023 shall receive a prorated Company contribution to their Health Savings Account.
  - b. Dental benefits on the same terms and conditions as the Company's non-union employees. For the remainder of 2023 and for 2024, Employees shall contribute toward their elected coverage at 2024 rates.
  - c. Vision benefits on the same terms and conditions as the Company's non-union employees. For the remainder of 2023 and for 2024, Employees shall contribute toward their elected coverage at 2024 rates.
  - d. Retirement benefits on the same terms and conditions as the Company's non-union employees.
  - e. Subject to the applicable plan documents, all other benefits in which the Company's non-union employees are eligible to enroll, including but not limited to, flex spending accounts, life insurance, supplemental life and accidental death and dismemberment insurance.

- 3. Employees shall receive, on the same terms and conditions as the Company's non-union employees short- and long-term disability insurance, jury leave, bereavement leave, an employee assistance program, tuition assistance, and the Company's stock purchase program.
- 4. Employees shall receive paid time off ("PTO") and sick time on the same terms and conditions as the Company's non-union employees, provided that any Employee with five (5) years or fewer years of service as of the close of the Transaction will receive 120 hours (15 days) of PTO. Employees shall be eligible for the Company's 2024 Safety Initiative PTO day.
- 5. For the remainder of 2023, Employees will receive the Company's remaining designated paid holidays. In 2024, Employees will receive the Company's nine (9) designated paid holidays and two (2) floating holidays.
- 6. Upon the closing of the Transaction, Employees will initially be transitioned into the Company's job classifications as follows:

FCG Classification	Chesapeake Classification
Field Tech I	Distribution Tech II
Field Tech II	Gas Utility Worker
Field Tech III	Laborer
Field Specialist I	Distribution Tech I
Field Specialist II	Distribution Tech II
Leak Survey Tech	Gas Utility Worker
Pressure Control Tech	Distribution Tech I
Asset Protection Specialist	Distribution Line Locator
Corrosion Tech II	Distribution Tech I
Corrosion Tech III	Distribution Tech II
Gas Measurement Specialist	Distribution Tech II
Sr. Gas Measurement Spec.	Distribution Tech I
Crew Lead I	Distribution Tech I/Inspector
Crew Lead II	Distribution Tech I

Following the closing of the Transaction, the Company will determine whether a legitimate business reason requires the classification of any individual Employee to be adjusted. If the classification of an Employee requires adjustment, the Company will provide notice to the Union and the Parties agree to meet and negotiate the proposed adjustment.

- 7. The Company will pay Employees their regular hourly rate as of the closing of the Transaction. Employees shall be paid on the Company's regular administrative paydays.
- 8. Employees shall be eligible for the Company's 2024 bonus program on the same terms and conditions as the Company's non-union employees.

- 9. In the event the Transaction is closed, Employees will receive a bonus of \$1,000.00, less applicable withholdings, paid in a single lump sum on the Company's first regular administrative payday following the close of the Transaction.
- 10. The Parties agree that following the close of the Transaction they will meet at mutually agreeable times and places to negotiate a full collective bargaining agreement governing the Employees' terms and conditions of employment, as those Employees, after the close of the Transaction, will be employed by the Company as the successor employer.

**AGREED:** 

**IBEW System Council U-4** 

Jack Wilson Business Manager **Chesapeake Utilities Corporation** 

Tina Barrington

**Director of Human Resources**