

## 2008 Memorandum of Changes

Agreed Upon as of January 26, 2009  
Between Florida Power Corporation and  
Local Unions 433, 626, 682, 1412, and 1491 of the  
International Brotherhood of Electrical Workers  
to Become Effective December 8, 2008  
and Extending Through December 4, 2011

### ARTICLE II

#### Company – Brotherhood Relations

**Item 1 (U4)      Revise Section 1 (C) as follows:**

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

**Item 2 (U5)      Regarding Section 2**

Note: The Company shall provide a schedule of new hire orientation meetings and safety meetings at least one month in advance of each meeting to the Business Manager of System Council U-8.

**ARTICLE III**  
**Seniority, Promotions, Demotions, Transfers,**  
**Lay-Offs, and Re-employment**

**Item 3 (M-1)      Revise Section 3, Paragraph (D) (1) as follows:**

(D) (1) Time worked by employees in the classifications of Special Equipment Operator after October 26, 1964, Winch Truck Driver-Helper after October 26, 1966, and Trenching Machine Operator after September 15, 1972, and Equipment Operator after December 13, 1981, will not be considered in the seniority of such employees when applying for vacancies in climbing and electrician classifications in the Line and substation Departments. Equipment Operators cannot be rolled by other classifications. In the event of a reduction in force, Equipment Operators who have held either Linemen Apprentice or Groundman positions with the Company may use total Line Department seniority. Lighting Technicians who have held a Linemen Apprentice position with the Company may use the seniority earned while working in the Lineman line of progression to secure the position. Lighting Technicians may use their total Line Department seniority to roll a Groundman position. The application of this section is not intended to conflict with Article III, Section 3 (A).

**\*\*\* For changes to Article III, Section 1 (new paragraph (D)(3)), see Item 36**

**Item 4 (U7)      Revise Section 6 as follows:**

When If an employee is moved from one location to another at the request of the Company or because the Company discontinues a job which results in an employee moving to another location, either through displacement or application, and they are required to move to a new residence in order to comply with Article II Section 10, actual moving expenses incurred in moving shall be paid by the

Company, or, at the employee's option, the Company will pay ~~twenty-five hundred~~ three thousand dollars (\$~~2,500~~3000.00). ). If an employee is required to move to a new residence in order to comply with Article II Section 10 because of a promotion for which the employee ~~he~~ has made application, the Company will pay actual moving expenses up to a maximum of ~~twenty-five hundred~~ three thousand dollars (\$~~2,500~~3000.00). In the application of this paragraph a transfer from Lineman to Serviceman or Troublemán shall be considered as a promotion. Actual moving expenses are defined as expenses directly related to moving the employee's household goods from the former residence to the new residence. This includes truck rental or the use of professional movers. Also included is one way mileage for up to two vehicles.

**Item 5 (M-16)**

**Revise Section 7 as follows:**

(A) All job vacancies in all classifications, regular, and contingent assignments shall be posted on the proper bulletin board or, at the Company's option on a Company web site for a period of ten (10) days. Temporary positions will be offered to qualified regular employees on lay-off status before such positions are offered to outside applicants. An expedited process will be utilized to avoid delays in filling temporary positions.

(B) ~~This section was deleted during 1994 Negotiations. Employees who are on layoff with seniority shall be e-mailed the weekly job posting or, if they have no access to a computer, shall be mailed, via US Mail, the current posting notice each week. Employees who are emailed or mailed the job posting notice shall be allowed to submit bids via e-mail or US Mail.~~

(C) Within ninety (90) days after a job becomes vacant it will either be posted or, if it is to be discontinued, such information will be included on a posting notice within that period.

(D) Within ten (10) days after the date of posting of the notice, any employee may make application ~~in writing to the Labor Relations Department, Progress Energy Florida, St. Petersburg, Florida, for the job that is open. Application can, at the employee's option, either be made electronically~~

through a Company the Labor Relations Web Site, or through United States mail. Submissions through the web site shall be received and ~~submissions through United States mail shall be postmarked~~ not later than midnight ten (10) calendar days after date of posting. Email confirmation that an employee's bid has been received shall be provided to the employee within twenty four (24) hours of the receipt of the bid. Should an employee be on vacation and away from his normal place of work during all of the ten (10) day period, he may be allowed an additional five (5) days in which to make application provided the Labor Relations Department is notified within the five (5) day period that an application is being filed.

(E) The Company will, within fifteen (15) days of the end of the posting period, designate a qualified employee to fill the job permanently and shall so notify ~~the applicants and the Local Unions in writing via e-mail.~~ Applicants will be notified via email or, at the Company's option, through posting on a Company web site. The applicants shall be allowed ten (10) days from the date of mailing of such notice in which to file a protest with the Labor Relations Department in writing through United States mail. Such protest shall not be considered as a grievance unless a satisfactory settlement is not reached within ten (10) days from the date of the mailing of the protest. In the event a satisfactory settlement is not reached within such period, an additional ten (10) days shall be allowed in which the ~~protest will be made the basis of a grievance, the first step procedure waived, and a second step hearing scheduled by the Labor Relations Department.~~ applicant may file a second step grievance. Such grievance shall be handled in accordance with Article IX, Section (2)(A)(2).

(F) Names of employees selected to fill job vacancies will be posted each week on the bulletin boards where job vacancies are posted or, at the Company's option, on a Company web site.

Note: The parties agree to discuss future changes in technology regarding the posting, bidding, notice and selection of employees for positions within the Company. The Company maintains the right to make changes to the job bid and selection forms and the posting notice template.

The Company shall continue the practice of sending the current job posting and selections to the Local Unions and System Council U-8. This can be accomplished, at management's option, via email, company mail or the US Postal Service.

The Company shall continue to provide space to post the job postings and selections in each Operation Center/Plant/Shop/Work site.

The language in Paragraph (D) regarding email confirmation of employee's bids will become effective no later than June 30, 2009.

**Item 6 (M-2)      Revise Section 8 (A)(3) as follows:**

~~(3) (a) In the event any Bargaining Unit employee is temporarily assigned to any non Bargaining Unit position, Bargaining Unit seniority will be deducted for all hours accumulated in excess of 520 straight hours in any calendar year. Upon returning to his former Bargaining Unit position, his seniority will be re-established as of the date that the employee returned to his former Bargaining Unit position.~~

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

(b) In cases where seniority is not used to offer upgrade to any non-bargaining unit position, all hours accumulated in excess of 700 hours in any payroll calendar year shall be deducted from the employee's Bargaining Unit seniority. Upon returning to his/her former Bargaining Unit position, his/her seniority shall be re established as of the date that the employee returns to the formerly held Bargaining Unit position.

**ARTICLE IV****Holidays**

***\*\*\*For changes to Article IV, Section 1(A), see Item 36***

**Item 7 (U13)****Revise Section 3 as follows:**

(A) All employees who are required to work on a day observed as a holiday shall be paid time and one-half of that straight time rate for such hours worked and in addition shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) hours or twelve (12) hours straight time pay and have a day off within a reasonable time. The day off shall be at a mutually satisfactory time, but must be scheduled and taken within twelve (12) months of the actual holiday. Otherwise, the employee, at his or her option, shall be paid for the holiday. Call-outs are subject to minimum call-out provisions of this agreement.

(B) To qualify for another day off in lieu of holiday pay, an employee will be required to work the equivalent number of hours he or she would have normally been scheduled to work, if there had not been a holiday. The hours do not have to be consecutive and may accumulate anytime during the twenty-four (24) hour period on the holiday. The hours accumulated must actually be worked.

**ARTICLE V****Vacations****Item 8 (M-4)      Revise Section 4 as follows:**

If an employee's employment is terminated except for discharge or quitting without notice due to retirement, medical inability to perform work or reduction in force, he/she shall be granted the vacation pay to which he would have been entitled during the year. This includes any employee retiring on January 1. Notwithstanding anything in Section 1 to the contrary, employees who quit or are discharged shall, at the time of their termination, be considered to have earned and will be paid 1/12<sup>th</sup> of the year's vacation for each full or partial month that they work in that calendar year; except that, employees hired after July 1 who terminate in that calendar year shall not be paid such vacation pay. For employees who quit or are discharged, unearned vacation taken in the calendar year of termination will be deducted from the employee's final paycheck.

**ARTICLE VI****Hours of Labor and Overtime****Item 9 (U17)      Revise Section 2(B)(1) as follows:****(B) Shift Employees**

(1) Shift employees are marked in Exhibit "A" of this agreement with the symbol "SH". The regular workweek shall consist of eight (8), ten (10) and/or twelve (12) hour shifts. Ten hour shifts for Operators can only be used for when they are working maintenance/training/relief week (maintenance relief week schedule shall be determined by management based on business need, in accordance with Section 2 (B) (2). Management may assign operating employees to a day shift to prepare for planned and forced outages, support projects, and procedure development for a period not to exceed four (4) months. For planned and forced outages expected to exceed forty two (42) days or more, the period may be extended up to nine (9) months. Seniority will be respected in the reassignment of operating employees to the dayshift.

(a) Any 12 hour shift schedule will apply only to shift (SH) employees and may only be implemented upon a 60% vote of all regular bargaining unit employees voting in the respective shop. The shift rotation schedule will be selected by a majority of the affected employees from a selection provided by the Company prior to a 12 hour shift schedule vote.

(b) For locations other than Combustion Turbine plants on cyclic operations, where employees have not voted to accept twelve (12) hour shifts, there shall be one vote held per location per calendar year, with the vote to take place by closed ballot at the work location no later than November 30 of the respective calendar year ~~(except that for 2006 there will be a vote no later than February 28, 2006).~~ Both the Company and the Union agree to remain neutral as to the outcome of the vote. Any vote by a shop will be conducted by secret ballot and administered by a Local Union Officer or steward not associated with the affected shop. For locations where 12 hour shifts have been voted in, employees may elect, after twelve (12)

months, to return to their previous schedule by a vote of 60% of all regular bargaining unit employees voting in the respective shop.

**Item 10 (U20)      Revise Section 2(C)(1) as follows:**

(1) Troublemens and Lighting Technicians shall be scheduled 5-8s or 4-10s, at Management's option, per workweek, exclusive of meal time, with days off being consecutive. When a Troubleman is assigned to a regular daily work period beginning later than 1:00 p.m., he shall work eight (8) or ten (10) consecutive hours. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

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

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

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

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

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

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

**Item 11 (U21)      Revise Section 2(C)(3) as follows:**

~~(3) Servicemen shall be scheduled consecutive 5-8s or 4-10s, at Management's option, exclusive of meal time, per workweek, Monday through Saturday, between the hours of 6:00 a.m. and 6:00 p.m. Seniority will be respected in the assignment of work schedules. [This section removed in the 2008 negotiations.]~~

The Serviceman classification shall be changed in Exhibit "A" to be NS employees and shall be governed by the language in Article VI, Section 2(D)(1).

**Item 12 (M-7)      Revise Section 2 (C)(6) as follows:**

(6) (a) Fleet Services Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option. Schedules shall be Monday through Saturday between the hours of 6:00 a.m. and 11:30 p.m. Days off will be consecutive. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

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

**Item 13 (M-8)      Revise Section 2(C) (7) as follows:**

(7) Special Line Crews shall be scheduled 4-10s, exclusive of meal time, Monday through Sunday, provided that the hours of work shall be between 6:00 a.m. and 10:00 p.m. The SL Crew can be “split” and placed on different schedules. Seniority shall be respected in the selection of schedules.

When it becomes necessary to change schedules, where days worked or hours of work are to change, within the limits, including reporting times, employees will be given one (1) week notice of such change. Changes will be made on the first day of the workweek. Changes between the Sunday through Wednesday or Wednesday through Saturday schedules shall not be made more than once in any six (6) month period. When a temporary vacancy occurs on an existing Special Line Crew, such vacancy may be filled by rescheduling another employee by giving him at least twenty-four (24) hours prior notice of change in schedule.

Seniority will be respected in the choice of employees available for rescheduling to Special Line Crews. Notice shall not be required to return such employee to his normal schedule. After sundown, the Special Line Crews may perform the following tasks: emergency restoration, pre-arranged outages (within normally scheduled hours), ~~and~~ streetlight maintenance and installation, non-energized construction of underground lines and equipment that are truck accessible, non-energized construction of new overhead single phase branch line poles, hardware, and equipment that are truck accessible (excluding installation of conductors), truck stocking and cleaning, and job preparation.

All employees, when scheduled to work on Special Line Crews, shall receive one dollar and thirty-five cents (\$1.35) per hour additional.

It is agreed that not more than a maximum of twelve positions or fifty percent (50%), ~~thirty five percent (35%)~~ of the total number of Line Department positions at a location, whichever is less, will be Special Line Crew positions, ~~except in Line headquarters with two (2) or less Line Crews (defined as lead by a first Line Exempt Supervisor) where the ratio shall not exceed 50%.~~ The ratio will be calculated by dividing the total number of (SL) Line Department Bargaining Unit positions at the headquarters by the total number of (NS) plus SL Line Department Bargaining Unit positions at the headquarters.

These (SL) positions will be established by the creation of new positions or by posting vacancies that occur at the headquarters as (SL).

Note: Overhead and Underground tasks performed after sundown shall not require insulate and isolate and shall be truck accessible. The reason for allowing the crews to perform these tasks after sundown is to provide work that the crews can do safely and normally can break away from quickly and easily.

Job preparation is allowed so the crews may prepare jobs for the next day. Tasks such as loading material (including poles), assembling material (splitting transformers, wiring transformers, preparing insulators) may be performed in the shop.

At Inverness and Ocala headquarters, the Union agrees that the initial staffing will allow the Company to establish a total of twelve (12) SL positions. Any reductions made to Line Department positions in those headquarters after the initial staffing has been established shall first be made from SL positions until the percentage of SL positions is not greater than 50% of the total Line Department positions.

Until June 1, 2009 (SL) positions may be established without the creation of net new positions.

**Item 14 (M-9)      Revise Section 2(C)(14) as follows:**

(14)    R&D

(a) R&D Man shall be scheduled 5-8s or 4-10s, exclusive of mealtime, Monday through Friday, at Management's option; between the hours of 6:00 a.m. to 10:00 p.m. ~~12:00 midnight~~. There shall be no more than forty percent (40%) of the R&D classification at each respective headquarters assigned to the second shift. Seniority shall be respected in the assignment of shifts. Shift differential shall be paid as provided for in Article X, Section 3.

(b) Management, at its discretion for a particular work location, may implement a work schedule with a combination of 5-8's and 4-10's, if such a schedule is voted upon by a majority of the employees at that work location. Seniority shall be respected in the assignment of schedules. Employees will not work scheduled 8's and 10's within the same work week. A return to the schedules in paragraph (a) can be made for any work location at management's option, or if voted on by a majority of the employees at a work location, but in either case no earlier than six (6) months after the vote.

**Revise Section 2(C)(15) as follows:**

(15) Data Collectors

(a) Data Collectors shall be scheduled 5-8s or 4-10s, Monday through Friday, at Management's option, per workweek, exclusive of meal time, with days off being consecutive. When a Data Collector is assigned to a regular daily work period beginning later than 1:00 p.m., he/she shall work eight (8) or ten (10) consecutive hours. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules. There shall be no manual meters read after dark.

(b) Management, at its discretion for a particular work location, may implement a work schedule with a combination of 5-8's and 4-10's, if such a schedule is voted upon by a majority of the employees at that work location. Seniority shall be respected in the assignment of schedules. Employees will not work scheduled 8's and 10's within the same work week. A return to the schedules in paragraph (a) can be made for any work location at management's option, or if voted on by a majority of the employees at a work location, but in either case no earlier than six (6) months after the vote.

**Revise Section 2(D)(5) as follows:**

(5) Meter Readers

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

(b) Management, at its discretion for a particular work location, may implement a work schedule with a combination of 5-8's and 4-10's, if such a schedule is voted upon by a majority of the employees at that work location. Seniority shall be respected in the assignment of schedules. Employees will not work scheduled 8's and 10's within the same work week. A return to the schedules in paragraph (a) can be made for any work location at management's option, or if voted on by a majority of the employees at a work location, but in either case no earlier than six (6) months after the vote.

**Item 15 (U22)      Revise Section 2(D) as follows:**

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

**Item 16 (M-10)      Revise Section 2(D)(2) as follows:**

~~(2)(a) Each of the two (2) work groups which comprise the Meter Department (Meter Operations and Technical Services) employees shall be scheduled 5-8s or 410s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 7:00 a.m. to 6:00 p.m.~~

(b) Management, at its discretion for a particular work location, may implement a work schedule with a combination of 5-8's and 4-10's, if such a schedule is voted upon by a majority of the employees at that work location. Seniority shall be respected in the assignment of schedules. Employees will not work scheduled 8's and 10's within the same work week. A return to the schedules in paragraph (a) can be made for any work location at management's option, or if voted on by a majority of the employees at a work location, but in either case no earlier than six (6) months after the vote. The Field Meter Technicians vote shall be separate from the Meter Shop employees vote.

***\*\*\*For changes to Article VI, Section 2(D)(5), see Item 14***

**Item 17 (U23)**

**Revise Section 4 (A) as follows:**

**Overtime Hours**

(A) When working an eight (8), ~~or ten (10)~~ or twelve (12) hours shift, the following hours of labor shall be considered as overtime hours and paid for at one and one-half (1 1/2) times the employee's regular hourly rate, except as otherwise provided in this agreement:

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

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

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

an employee's starting time is to be changed, the Company shall give notice to the employee as soon as the new start time is established, or as soon as possible thereafter.

**Item 18 (M-11)      Revise Section 4 (C) as follows:**

(C) (1) When working an eight (8) or ten (10) hour shift, if an employee has not been required to work sixteen (16) consecutive hours or more but has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an eight (8)-hour rest period upon completion of the work. If such rest period extends into the employee's regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work or continue working during his regularly scheduled hours and who has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regularly scheduled work period, he shall be paid premium pay (one and one-half (1 1/2) times his regular hourly rate) for all hours worked until he shall have had eight (8) consecutive hours of rest.

(2) All employees in the Line Department in Distribution not on-call shall be removed from the call out list for the eight (8) hours directly preceding an accepted pre-arranged overtime assignment. In cases where management fails to remove the employee from the call-out list the employee may choose to turn down any call out with no penalty.

(3) When management determines to fill a Troubleman schedule and provides at least twenty-four (24) hours notice, at management's option the employee working the schedule may be required to receive eight (8) hours of rest in the fifteen (15) hours immediately preceding the beginning of the employee's regular schedule before reporting for the overtime assignment. If receiving the eight (8) hour rest prior to reporting to work would prevent the employee from working the

full shift, management may hold over an on-duty employee or offer a block of overtime to another employee, using the call-out list, to cover part of the schedule while the employee assigned to the schedule is not at work.

**Item 19 (U27)      Revise Section 5(A) as follows:**

**Call-Outs**

(A) If an employee covered by this agreement is called out after the close of his scheduled workday and before the beginning of his next scheduled workday, he shall be paid a minimum of two and one-half (2 1/2) hours at the applicable overtime rate; ~~except if called out for a reconnect, disconnect, or reconnect for non-pay he shall be paid a minimum of two (2) hours at the applicable overtime rate.~~ If he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be paid. In the application of this paragraph, if the employee completes his work so that there is a break prior to the time he normally reports, that work period should be treated as a separate call-out and paid the minimum of ~~two (2)~~ or two and one-half (2 1/2) hours ~~as applicable.~~ In the case of pre-arranged work, nothing prohibits an employee being assigned other work so that his work continues into his regular work period.

**Item 20 (M-12)      Revise Section 5, paragraphs (C) and (D) as follows:**

(C) (1) The Union and the Company recognize that timely response to emergent call-outs is critical in order to meet customer requirements in Energy Delivery (including Transmission Line). Emergent call-outs are defined as trouble calls and unscheduled overtime required after the close of the scheduled workday and before the beginning of the next scheduled workday in which employees are required to respond from home or from locations other than their regular work location (headquarters Operation Center (Apopka, Buena Vista, Clearwater, Clermont, Conway, DeLand, Highlands, Inverness, Jamestown, Lake Wales, Longwood, Monticello/Madison, Ocala, Odena, St. Petersburg, Seven Springs, Tarpon Springs, Walsingham, Winter Garden) or Transmission show-up). Employees at a particular headquarters or Transmission show-up Local

~~Management in Energy Delivery, at its option, may elect to adopt a Weekend (4:00 p.m. Friday through 7:00 a.m. Monday) On-Call Schedule for a work site with a vote of a majority of the affected employees at that work site. However, the Weekend On-Call Scheduling procedure for a work location will not be enacted unless minimum staffing requirements are not met for any weekend emergent call out (an “Initiating Event”). If an Initiating Event occurs, Local Management will notify the appropriate Local Union President. The parties will then explore actions that can be taken in an attempt to avoid a second Initiating Event. If a second “Initiating Event” occurs within 180 days of the first Initiating Event, Local Management will notify the appropriate Local Union President and System Committee representatives of the event and will then have the option to implement a Weekend On-Call Schedule at that facility. The headquarters Operation Center or Transmission show-up will remain on the Weekend On-Call Schedule for 12 months. There shall be no more than one vote per work location per calendar year. The Weekend On-Call schedule will not be reinitiated unless two additional “Initiating Events” occur as described in this paragraph. The Company and the Union agree to meet at least annually, upon request of either party, to discuss response to emergent call outs.~~

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

If more employees volunteer than are needed for a particular weekend, the “low person(s)” on the Call-out list will receive the preference. If fewer employees volunteer than are needed for a particular weekend, the “low person(s)” on the Call-out list will be placed on the Weekend On-Call Schedule for that weekend. Weekend On-Call Schedule shall not interfere with an employee’s vacation. Employees handling their full emergent call-out responsibility during the weekend they are on call on the Weekend On-Call

Schedule will not be placed onto the Weekend On-Call Schedule the next two (2) weekends, not to exceed a total of twelve (12) weekends a year.

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

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

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

(D) When the Company determines the need for Company resources to respond to emergent call-outs in the Line Department in Distribution, Transmission Line, and/or in the R & D Man classification, the Company shall call the affected overtime call-out list at the headquarters, one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from that headquarters, the Company shall utilize the overtime call-out list at a neighboring headquarters utilizing the regular call-out list one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee and the nearest traveling crew, provided the crew is working in the area. If sufficient employees still do not respond to the call-out,

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

***\*\*\*For changes to Article VI, Section 5(E) see Item 22***

**Revise Article VI, Section 6(A) as follows:**

**Section 6 -- Distribution of Overtime**

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

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

(3) In the Line Department, when emergent or pre-arranged work occurs within one and one half (1 ½ ) hours before the reporting time of one or more

employees, the overtime list for those employees only will be used to offer the work, unless the assignment will result in rest time or delay of restoration.

(4) All employees in the Line Department are required to maintain a call-out percentage of forty percent (40%) of emergent calls. In addition, when the Company determines that a situation exists in a headquarters or Transmission show-up that requires all available line resources (“all hands on deck”), Article II, Section 7(A) will apply.

Note: COORS shall be adjusted for the Line Department as follows:

Code 11 (emergent call) will be used when an employee has been called out and accepts an emergent call. Code 11 overtime will count towards an employee’s call out percentage.=\_

Code 12 (prearranged) will not count toward an employee’s call out percentage.–

Code 13 (accepted other) will be used when emergent work occurs within the last one (1) hour of the employee’s regular scheduled day and overtime is expected to result, the assignment(s) shall be offered to the employee(s) by the current overtime list of the employees on duty at the respective work headquarters. This does not apply to continuation of work. Code 13 overtime will not count toward an employee’s call-out percentage.

Code 14 (New) (Out of town duty) Applies when an employee is sent out of town overnight on storm restoration duties. Code 14 overtime will count toward an employee’s call-out percentage. Employees accepting an out of town assignment will receive credit for one call-out. An employee who turns down an out of town assignment shall be given a decline. Red time will be counted for an employee who turns down an out of town assignment.

Code 17 (continuation of work) shall be used when an employee holds over to finish a job or when the entire yard is requested to hold over. Code 17 overtime will not count toward an employee's call-out percentage.

Code 18 (pre-arranged overtime before reporting time) shall only be used for prearranging employees to come in early within one and one half (1 ½) hours of their normal start time. It will no longer be used for emergent call outs. Code 18 overtime will not count toward an employee's call-out percentage.

Code 19 (New) (emergent overtime before reporting time) will be established and used when an employee is called out to work within one and one-half (1 ½) hours of the employee's start time in accordance with Article VI, Section 6 (A)(2). Code 19 overtime will count toward an employee's call-out percentage.

Management and the Union will meet to discuss and finalize revisions to the COORS manual by June 30, 2009.

**Item 21 (M-13)      Revise Section 5 by adding new paragraph (F) as follows:**

(F) When the Company determines the need for Company resources to respond to emergent call-outs in Transmission Line Maintenance, the Company shall call the affected Maintenance area overtime call-out list one (1) time, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from the affected Maintenance area overtime call-out list, the Company shall utilize the overtime call-out list from a neighboring Maintenance area and the nearest construction crew, provided the crew is working in the area. If sufficient employees still do not respond to the call-out,

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

**Item 22 (M-14) Revise Section 6(C) as follows:**

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

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

**Revise Section 5(E) as follows:**

(E) Off-System Response. The Union and Company recognize the desirability of responding to restoration duty outside the Progress Energy system in order to assist other utilities in restoring power to their customers. Employees who respond to restoration duty outside the Progress Energy system shall be compensated at a rate of one and one half (1½) times the regular rate of pay for all hours worked, except when otherwise required by this Agreement. For response to restoration duty outside the Progress Energy system, the Company will determine the number and location of employees to be selected. Employees will be offered the Off-System Response work on the basis of call out percentage highest to lowest at the location in which they work.

**Item 23 (M-17) Revise by adding new Section 10 and Section 11 as follows:**

Section 10 -- Work Assignments in the Line Department in Distribution and R&D Man Classification

(A) A Journeyman in the Line Department (Troubleman, Serviceman or Lineman) may be assigned any work normally performed in these classifications or in the R&D Man classification, whether the work is performed on straight time or overtime. As long as there are employees on duty qualified to perform such work the Company is not required to call-out employees to perform the work. There is no upgrade from Lineman or Serviceman to Troubleman except as provided in paragraphs (B)(1) (2) and (3) below.

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

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

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

Section 11 – Work Assignments in Another Headquarters in the Line Department in Distribution and R&D Man Classification

(A) It shall not be a violation of this Agreement for management to assign work to employees already on duty who are qualified to perform such work, regardless of the location of the employee or the location of the work, while on straight time, or while working on overtime on another employee's full or partial

straight time schedule due to the absence of that employee. Employees assigned work in a headquarters, other than their regularly assigned headquarters, shall start and finish their day at their home headquarters except as provided under the provisions of Article VII, Section 6 and Article X, Section 4.

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

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

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

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

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

Note: Eliminate Red Edge #4.

Nothing in the January 15, 2008 arbitration award from Craig Overton shall set a precedent nor be binding on either party shall either party refer to the award in any future grievance or arbitration.

**Revise Article VII, Section 8(D) as follows:**

(D) ~~The Troubleman classification will be filled by Linemen or Servicemen Employees bidding into the Troubleman classification shall have held or must currently hold a Lineman or Serviceman position.~~ Such ~~men-employees~~ will be trained for a sufficient period of time to properly acquaint them with the duties involved.

The parties agree to settle all Line Department and Meter Reading Department (R&D Man classification) grievances currently open in the grievance and arbitration process over the issues of Jurisdiction – Service Boundaries, Jurisdiction – Classification Dispute and Troubleman Upgrade as follows:

Those grievances that identify a specific incident or incidents with specifically identified affected employees shall be settled by paying two and one-half (2 ½) hours at the appropriate overtime rate to those identified employees. Those grievances over a general practice of the Company with a resolution to cease the practice or claiming an “on-going” practice without a specific incident will be discontinued. These settlements are made on a non-precedent setting basis and these settlements shall not be binding on either party in any other disputes.

The Union agrees that the Company’s staffing plan, as announced in 2008, is not in violation of the MOA. Once the Company’s staffing plan is implemented, the Company agrees that the number of Troubleman positions at a headquarters will not be less than thirty percent (30%) of the total Journeyman (Troubleman, Serviceman and Lineman) positions at that headquarters. This thirty percent (30%) shall not apply to headquarters in the North Coastal Region. For the purposes of this calculation, Apopka and Eustis will be considered one headquarters, Winter Garden and Clermont will be considered one headquarters and Seven Springs and Zephyrhills will be considered one headquarters.



**Article VII**  
**General Working Conditions**

**Item 24 (U33)      Revise Section 1 as follows:**

**Section 1 -- Working Foreman**

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

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

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

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

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

(C) When five (5) men are placed on a job, the senior qualified employee in the group shall be designated by the supervisor as a Working Foreman. If the work of this group continues for ~~three (3)~~ two (2) hours or more, the employee

designated as a Working Foreman shall receive the minimum rate for that classification during the period of such assignment or such higher rate as his previous experience with the Company as a Working Foreman on a regular or contingent assignment entitles him.

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

(E) In the Line Department, which includes the network section and the distribution section, in the Building Maintenance Department, in the Central Repair Department, in the Substation Construction and Substation Maintenance Departments and in the Air Conditioning Maintenance Department, when four

(4) men are placed on the job for two (2) hours or more without direct supervision, the senior qualified Journeyman of the group shall be designated as "Lead Lineman," or "Lead Network Specialist," or "Lead Electrician," or Lead Maintenance Mechanic," or "Lead Air Conditioning Mechanic," and paid ~~fifty cents (\$0.50)~~ seventy-five cents (\$ .75) per hour above the top wage bracket of the regular Journeyman rate.

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

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

Note: Amend Exhibit "A" – Working Foreman ~~31.26~~ ~~32.30~~ 31.51 32.55  
Prior to the first general wage increase.

The language in section (G) is not intended to conflict with the upgrade language in Section (C) and (E).

**Item 25 (M-15) Revise Section 2(B) as follows:****(B) Substation Electrician Apprentice**

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

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

~~(23) The Substation Electrician Apprentice classification shall not work on energized lines or equipment during the first three (3) steps. After proper training, an Apprentice may work on de-energized lines and equipment with proper supervision.~~

~~(34) During the fourth (4<sup>th</sup>) step, Substation Electrician Apprentices may work on de-energized lines or equipment with indirect supervision. With direct supervision, the Apprentice may work on energized lines or equipment up to a maximum of five hundred (500) volts, and after being properly instructed, may work from an aerial basket. During the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) steps, Substation Electrician Apprentices may work on de-energized lines and equipment, that have been properly grounded per the Health and Safety Manual, with direct supervision and may assist a Journeyman in an aerial lift device if everything within reach of the aerial lift device is de-energized, and properly grounded per the Health and Safety Manual, and if once they have been properly trained.~~

(5) During the fourth (4<sup>th</sup>) step, Substation Electrician Apprentices may work on de-energized lines or equipment, that have been properly grounded per the Health and Safety Manual, with indirect supervision. They may perform work on de-energized lines or equipment, that have been properly grounded per the Health and Safety Manual, in an aerial lift device with indirect supervision. With direct supervision, the Apprentice may work on energized lines or equipment up to a maximum of five hundred (500) volts but may not do so in an aerial lift device by themselves.

~~(46) During the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) steps, Substation Electrician Apprentices may work on energized primary lines and equipment with direct~~

supervision. Apprentices in these steps may work on de-energized lines and equipment without supervision provided there is a Journeyman on the job site.

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

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

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

Note: The parties agree to meet and discuss the topic of bargaining unit employee participation in and possible changes to the existing Transmission Apprentice Review Procedure prior to June 1, 2009.

**Item 26 (U34) Revise Section 2(D) as follows:**

**Section 2 – All Apprentices and Groundman**

(D) Groundman & Groundman (SL)

(1) The Groundman classification shall consist of three (3) steps as noted in Exhibit “A”.

(2) A Groundman is not eligible to bid on, be placed into, be upgraded to or be promoted into a Lineman Apprentice vacancy until they have completed the ~~third (3<sup>rd</sup>)~~ second (2<sup>nd</sup>) step in Exhibit “A”. Additionally, the Groundman must ~~have~~ successfully completed the Groundman Mandatory Task List, be qualified by a Supervisor, be a competent climber, and perform work from a standing pole.

~~(3) A Groundman is not eligible for upgrade to Lineman Apprentice for task or job duty assignments during the first two (2) steps. A Groundman during the third (3<sup>rd</sup>) step may be upgraded to Lineman Apprentice after he/she~~

~~has been qualified by a Supervisor, is a competent climber, and can perform work from a standing pole. This paragraph eliminated during 2008 negotiations~~

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

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

(6) During the third (3<sup>rd</sup>) step, A Groundman in Transmission may assist a Journeyman in a double aerial basket on transmission work only. All conductors must be de-energized.

(7) It is understood that qualified Groundman should be looking to progress, and should be bidding on positions that are within the required driving distance to the headquarters of the Groundman's residence.

**Item 27 (U36)      Revise Section 5 as follows:**

(5) Employees shall be compensated for time to eat meals, earned in paragraph 3 and 4 above, not to exceed one-half (1/2) hour after they have worked three hours past the regular quitting time on an eight (8) hour shift, two and one-half (2 ½) hours past the regular quitting time on a ten (10) hour shift and one (1) hour past the regular quitting time on a twelve (12) hour shift. Additional meal allowances and paid meal periods shall be earned every five (5) hours thereafter, as long as the employee keeps working. If employees are not provided time to eat during the work period, the one half (1/2) hour paid meal period shall be claimed at the end of the work period.

**Item 28 (M-55)      Revise Section 7 as follows:**

~~(B) When an employee, other than a Serviceman or Troublemaker who customarily goes home for lunch is notified before being released from duty to bring lunch for the following scheduled workday, he shall do so; but in the event no such notice is given, and the employee is not allowed to go home~~

~~for lunch, the Company shall pay for the meal. Such notice shall not be given when the employee may reasonably be brought in to the crew's headquarters and returned to the job during the regular lunch period. This paragraph eliminated in the 2008 negotiations.~~

~~(C) When a Serviceman or Troublemaker who customarily goes home to lunch is prevented from doing so, his lunch is to be paid for by the Company. This paragraph eliminated in the 2008 negotiations.~~

**Item 29 (U37) Revise Section 7(I) and 7(J) as follows:**

(I) Pre-arranged Overtime

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

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

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

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive ~~\$13.75~~ \$14.10 on the next regular paycheck. Reasonable effort will be made to provide the earned

meal(s) to the employee upon request. For all meal allowances earned, management, at its option, may provide a meal or pay the meal allowance.

**Item 30 (U-38) Section 8 – Safety**

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

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

(2) It is agreed that the establishment and enforcement of safety rules and regulations, the responsibility under the Occupational Safety and Health Act and the provision of a safe work place are management's exclusive responsibility.

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

(a) To discuss significant safety and health issues which have arisen in the workplace or which are brought forward by either the Union or the Company.

(b) To identify, review, and monitor safety trends and issues relevant to work groups.

(c) Review new and/or changes to standards and regulations and recommend appropriate changes in the work environment and work procedures.

(4) Business Unit Safety Committees for each Business Unit will be

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

- (a) To monitor Business Unit safety targets and indicators.
- (b) To assist in developing, and reviewing the implementation of the Business Unit Safety Program.
- (c) To review safety tools, devices and equipment.
- (d) To review the results of accident investigation teams.
- (e) To review safety orientation and training programs.
- (f) To recommend, and review changes to the ~~Accident Prevention Manual~~ Company Safety Manual.
- (g) To develop the guidelines that will govern the operation of these Committees.
- (h) To conduct joint safety visits.
- (i) To recommend, and review changes to the Switching and tagging/clearance process
- (j) To review applicable manufacturer's recommendations or recalls.
- (k) To review applicable OSHA notifications.

(5) Whenever an investigation team is appointed by the Company to investigate a lost time accident or significant near miss event involving a regular bargaining unit employee, it shall include two (2) employees from the bargaining unit familiar with the line of work in issue. Such employees will be selected by the Union Business Manager (or his designee). Bargaining unit employees on an investigating team will not be involved in any disciplinary action that may be taken against any bargaining unit employee. Union representatives on an accident

investigation team must agree to all requirements set out for team membership regarding participation, communication of information and confidentiality (if required). The results of all accident investigations, including lessons learned and future corrective action, if any, will be timely shared with the Health and Safety Steering Committee, Business Unit Safety Committees and bargaining unit employees.

Note: In 2009, the Safety Department and four (4) Members of the Business Unit Safety Committees will review and assess all bargaining unit OSHA recordable injuries from 2006-2008, with particular focus on back injuries and repetitive injuries. The four (4) members of the Business Unit Safety Committees will be chosen by the System Council U-8 Business Manager. The assessment shall be completed by September 30, 2009. That assessment, along with any recommendations for initiatives, training or other appropriate actions, will be presented for discussion and input with the Health and Safety Steering Committee at one of the 2009 meetings.

The Company shall provide the OSHA 300 log for all craft employees at the Health and Safety Steering Committee meetings.

The Company will make every effort to post on all safety bulletin boards, with copies to the System Council Business Manager, any OSHA or Business Unit Safety Committee reports concerning inspections which reveal hazardous conditions.

The Company and the Union agree to disclose and discuss industry best practices at the Health and Safety Steering Committee and the appropriate Business Unit Safety Committee.

**\*\*\*For changes to Article VII, Section 8(D) see Item 23**

**Item 31 (U39)      Revise Section 10 as follows:**

**Section 10 -- Protective Equipment**

(A) Suitable rain protective equipment -- rain coats or suits, hats and rubber boots – will be provided by the Company for employees required to work outside during wet weather. The Company will furnish hard hats for employees subject to working in areas where there is danger from falling objects or danger of making head contact with energized lines or equipment. Such equipment shall remain the property of the Company. Safety prescription eye wear specified by the Company shall be provided to all Bargaining Unit employees who would normally need to use them in his/her everyday duties. Safety prescription eye wear will be replaced when damaged to an extent requiring replacement and if returned for replacement. Such eye wear shall be provided at no cost to employees.

(B) Safety footwear shall be provided to new employees for classifications that require safety footwear. The Company shall replace safety footwear as necessary due to normal wear and tear incurred while working for the Company. Employees may order replacement safety footwear through a Company designated catalogue or online source or, at the employee's option, may purchase such footwear on the employee's own time and be reimbursed for the cost of the footwear.

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

(D) The Company shall furnish five (5) Fire Retardant (FR) shirts to new employees in the Line Department. Three (3) replacement FR shirts will be furnished to Line Department employees by the Company each year. Any shirts damaged during the year, in the normal course of business, shall be replaced.

**Revise Section 14 as follows:****Section 14 – Work Attire**

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

(B) Employees in the Fleet Services Department will, upon the majority vote of the employees at each Fleet location, be furnished uniforms and uniform service at the expense of the Company. If the majority of employees at a location vote for the uniforms, all employees at that location will be furnished and must wear the uniforms while at work.

**Note:**

The Fleet Services uniform stipend will remain at \$100.00 yearly, for employees at those locations that opt out of the Company provided uniforms and uniform service. The intent of the stipend is to allow employees to purchase appropriate attire for the workplace. Fleet employees electing to accept the uniform stipend are expected to wear work appropriate attire as determined by management during working hours.

Employees may purchase additional Company approved FR shirts at their own expense at the time the Company orders FR shirts on an annual basis.

The value of the climbing tools offered by the Company shall be discussed at the Line Dept. Business Unit Safety Committee meeting immediately following the ratification of the new MOA. The Business Unit Safety Committee shall provide a recommendation to the Company for approval. If an employee chooses to order

the tools through the Company, he/she shall be provided access to several of the named brands.

Additionally, the Company agrees to continue to provide, at no expense to the employee the approved safeties and enhanced positioning devices (BuckSqueeze or future Company-approved like devices).

**Item 32 (U40)      Revise Section 11 as follows:**

**Replacement of Tools**

~~(A) Employees in climbing classifications will initially obtain at their expense new climbing tools. When replacement of an employee's tool belt, safety strap, climber straps, pads, gaffs and climbers is necessary due to normal wear and tear incurred while working for the Company, the Company will pay full cost of equivalent replacement. This paragraph eliminated in the 2008 negotiations.~~

***\*\*\*For changes to Article VII, Section 14, see Item 31***

**Article VIII****Release of Employees for Union Duties****Item 33 (M-19) Revise Section 3 as follows:**

Employees who are members of the Union's committees will be allowed time off to attend meetings with Company officials. They shall give their respective supervisors three (3) days' notice of their desire to attend such meetings. The number of members of the Union to attend such meetings on Company time shall be limited to the number reasonably necessary to attend to the business at hand but in no event more than five (5). However, at 2nd Step grievance meetings, the Company will pay for no more than three (3) bargaining unit members to attend, including a single grievant, and two members of the Local Union Grievance Committee. As to 3rd Step grievance meetings, the Company will pay for no more than five (5) System Committee members plus grievant(s) to attend. Members of the Union's System Committee or their designee shall be afforded two and one-half ( 2 ½ ) business days per month on Company time to prepare for all third step grievance meetings. Individual grievants will not be compensated for attending these third step preparation meetings. Members of the Union's System Committee shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) for the third step preparation time and to attend third step grievance meetings. For Policy grievances, the Company will pay for up to five (5) members of the Union System Committee to attend. The Company shall pay such employees at their regularly hourly rates for reasonable time lost from their regularly scheduled work while actually attending such meetings. In no event shall this time allowance be more than eight (8), ten (10), or twelve (12) hours (depending on the schedule of the employee) in any one day or more than forty (40) hours in any one workweek. Members of the Union's negotiating committee ~~who are Shift employees~~ shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) during contract negotiations. The provisions of this paragraph shall not apply during arbitration proceedings.

**Article IX**  
**Grievances and Arbitration**

**Revise Article IX as follows:**

**Section 2**

(A) If any disagreement or dispute arises between the parties hereto, as to the meaning or interpretation of the terms of this agreement, or as to the rights of either party hereunder, the matter shall be handled in the simplest and most direct manner; and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:

(1) The employee concerned and/or his Union representative must discuss the issue with the immediate supervisor within thirty (30) days of the incident which caused the grievance. If the parties are unable to resolve the issue through this discussion, the employee and/or his Union Representative must submit the grievance to the supervisor, in writing, within fourteen (14) days of the discussion. The supervisor will respond, in writing, with a copy to the Labor Relations Department, within ~~fourteen (14)~~ seven (7) days following receipt of the written first step grievance. If no mutually satisfactory solution is found and the employee or the local Union desires to pursue the grievance, the grievance shall be filed through the U.S. Mail in writing to the Labor Relations Department of the Company within ~~fourteen (14)~~ seven (7) days after the supervisors written first step response. This step shall not apply to grievances over the Company's decision to discharge employees. Grievances regarding the discharge of an employee shall be submitted to Labor Relations as a second step grievance postmarked no later than thirty (30) days after the date of discharge.

(2) Between the Grievance Committee of the Local Union and ~~the supervisor and the supervisor's immediate superior~~ at least one member of management from a level above first-line supervisor (subject to the provisions of Paragraph E below) and a representative of the Labor Relations Department at a

meeting to be held within thirty-one (31) days of the receipt of the written grievance by the Company, provided that any information request(s) submitted by the Union have been responded to by the Company prior to the meeting. If the information request(s) has not been responded to, then the meeting shall be held in abeyance until the information request has been responded to. The Grievance Committee then shall have sufficient time, not to exceed thirty (30) days from the postmark date of the Company's response, in which to investigate the grievance before the meeting is held. A meeting will be held within thirty one (31) days after the Union has notified the Company that the Grievance Committee has investigated the grievance. If the grievant is absent from a second step grievance meeting without forty-eight (48) hours or more prior notice to Labor Relations from either the grievant or the Union, the meeting shall be held as scheduled or the grievance shall be discontinued by the Union. In the event a grievant is unable to attend as a result of illness, emergency or unforeseen work related causes, the grievance shall either be heard or rescheduled at the request of the Union. If forty-eight (48) hours notice is given, then the grievance shall be rescheduled. If ~~the one~~ a member of management from a level above first-line supervisor is absent for reasons other than illness, emergency or unforeseen work related causes, the grievance shall be sustained; otherwise it will be rescheduled. Within ~~twenty (20)~~ twenty-one (21) days after the meeting is held, the Company shall postmark its response to the Grievance Committee. If the Grievance Committee desires to pursue the grievance then it shall within twenty (20) days after the postmark of the Company's response, postmark its notice to the Labor Relations Department that the grievance is to be taken to the third step; then

(3) (a) Between the System Council Committee (which shall not consist of more than five (5) members) and representatives of the Company at a meeting to be held within forty (40) days after notice from the Grievance Committee is received. If additional information request(s) are made by the Union, then the meeting shall be held in abeyance until the information request has been responded to. The System Committee then shall have sufficient time, not to exceed thirty (30) days from the postmark date of the Company's response, in which to investigate the grievance before the meeting is held. A meeting will be

held within forty (40) days after the Union has notified the Company that the Grievance Committee has investigated the grievance. The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within ~~twenty (20)~~ twenty-one (21) days after the meeting is held, the Company shall postmark its decision to the System Council Business Manager.

(b) The System Committee preparation meetings and all third step grievances will be heard within the same workweek each month, the week for each month to be mutually agreed to by the Union and the Company. Changes to this schedule must be mutually agreed to by the parties. The agenda for third step grievances shall be established by Labor Relations and sent to the System Council Business Manager no later than close of business Monday of the week prior to the third step grievance week. The order in which the grievances are to be heard shall be mutually agreed upon no later than Wednesday of that week. In the event that a grievance can not be scheduled within the forty (40) day timeline after notice from the Grievance Committee is received, due to the third step grievance week schedule being full, it shall be put on the following month's third step grievance week schedule. In such case, the third step time limit shall automatically be waived.

(c) Thirty (30) minutes shall be allowed for each third step grievance. Grievants will be allowed up to thirty (30) minutes prior to their scheduled grievance meeting to meet with a member(s) of the System Committee. However, this preparation time shall not delay the holding of the scheduled grievances.

(4) Should any matter that has been referred to representatives of the parties as provided in the third step above not be satisfactorily adjusted either party may demand arbitration of the matter by giving written notice to the other within ~~one hundred eighty (180)~~ one hundred twenty (120) days of the postmark date of the Company's Third Step answer.

(5) The provisions of Paragraphs (A)(1) and (2) above shall not be followed in the case of a grievance filed by Union representatives on behalf of the bargaining unit as a whole (a policy grievance). In such a case, the grievance must be filed no later than thirty (30) days after the source or cause of the grievance first becomes known to the System Council Business Manager. Upon receipt of the grievance by

Labor Relations, Labor Relations will proceed to set the grievance to be held within 40 days in accordance with the provisions of Paragraph (A)(3).

(B) In the event one of the parties refuses or fails to comply with the time limits of the above grievance procedure, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party initiating the pending step shall forfeit its case.

(C) Neither party shall use the information request process to unduly burden the other or to delay unreasonably the holding of grievances.

(D) For purposes of the Company answering grievances at the second step or third step, and of the Union referring grievances to the third step or arbitration, as set forth in Paragraph (A) (2), (3) and (4) above, a party, at its option in lieu of the U. S. mail, may utilize electronic mail (email) to transmit its grievance answer or referral. The date and time that such email is sent shall be the relevant date for purposes of compliance with the time limits in Paragraph (A) (2), (3) and (4). Second and third step grievance responses from the Company shall also be sent via U.S. mail or e-mail to the System Council Business Manager, by Company mail to the grievant, and by Company mail or email to the Local Unions.

(E) The Union and Labor Relations may, upon mutual consent, agree to combine grievances that are identical or similar in nature to each other or to one or more previously filed grievances in that local that are still active in the grievance or arbitration process. For grievances which Labor Relations concludes meets this criteria but the Union does not agree to combine, at the Company's discretion, the requirement in Section 2(A)(2) pertaining to the attendance of a manager above a first-line supervisor will not apply. In addition, multiple grievances filed over the same event, that occurs at the same specific location, date and time, will be combined and held at the third step at a single meeting. This shall not apply to disciplinary action grievances. In such case only one grievant shall attend. If grievances are combined in accordance with this Paragraph (E), neither party will be required to arbitrate one or more of the combined grievances as a group.

### Section 3

(A) After written notice is given by either party requesting arbitration as provided in Section 2 above, the matter shall be referred to a temporary Board of Arbitration. Such Board shall consist of one (1) member designated by the Company and one (1) member designated by the Union, and a third (3rd) member to be selected by the Company and the Union. The Company will promptly request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators who are members of the National Academy of Arbitrators. From such panel the third (3rd) member of the Board of Arbitration shall be selected by the Company and the Union eliminating six (6) of the persons by alternate strikes. Should the initial FMCS panel be deemed unsatisfactory by either the Union or the Company, the Company will request another FMCS panel of arbitrators who are members of the National Academy of Arbitrators. Should that second panel also be deemed unsatisfactory by either party, the Company will request a third panel of arbitrators who are members of the National Academy of Arbitrators. In such case, an arbitrator from the third panel will be agreed to by the parties. The parties will bear equally the costs of obtaining the FMCS arbitrator panels. The decision of the arbitrator shall be final and binding upon the parties. If the grievance is not scheduled to be arbitrated within twelve (12) months of the date the grievance was advanced to arbitration, unless an extension is agreed to between the parties, the grievance will be discontinued on a non-precedent setting, non-prejudicial basis.

Note: Third step grievance meetings will be scheduled consecutively. The thirty minute preparation meeting described in Article IX, Section 2(A)(3)(c) will be conducted while the parties are meeting on another grievance.

If grievances are combined for efficiency in holding grievance meetings, in accordance with Article VIII, Section 3 only one (1) grievant shall be compensated to attend.

The practice of supervisors being solely responsible for notifying the grievant of a second step grievance meeting shall be discontinued. The grievance meeting notice

shall be sent by the Company to the grievant via e-mail. The Union and the supervisor shall also notify the grievant of the meeting.

The new language in Article IX, Section 3, “If the grievance is not scheduled to be heard within twelve (12) months of the date the grievance was advanced to arbitration, unless an extension is agreed to between the parties, the grievance will be discontinued on a non-precedent setting, non-prejudicial basis,” shall apply to grievances referred to arbitration after the ratification of the MOA.

In order to handle the backlog of third step grievances that were placed in abeyance during the 2008 negotiations, the parties agree to schedule one additional week per month for up to six (6) months, using the same procedure outlined in Article VIII, Section 3 and Article IX, Section 3.

The parties’ intent is to hear ten (10) to twelve (12) third step grievances per day and generally not start before 9 am, with an one (1) hour lunch break. In addition, the parties’ intent is to hear five (5) to six (6) grievances on the afternoon of the third preparation day.

**Article X****Wage, Wage Administration and Miscellaneous Benefits****Item 34 (U44)****Section 4**

(A) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the Distribution Traveling Crew, the Transmission (including Substation Construction & Maintenance) Traveling Crew, and to those employees in Fleet Services who regularly travel throughout the Company. This Twenty Dollar (\$20.00) payment will be paid to Distribution Travel Crews, Transmission Travel Crews, and Fleet Services employees for days worked when they are required to show up within a fifty (50) mile radius from their headquarters or if they have no assigned headquarters from their legal residences. In addition, the Company will pay the amount of ~~Eighty-five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) to the above employees for each day worked at a work location that is outside a fifty (50) miles or more radius from their headquarters or if they have no assigned headquarters from their legal residence. However, this payment of ~~Eighty-five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) per diem must comply with all applicable IRS regulations and guidelines.

(B) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the System Maintenance Crew (SMC) when working at their home plant. In addition, the Company will pay the amount of ~~Eighty-five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) to each of these employees for each day worked at a work location other than their home plant. This payment of ~~Eighty-five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) per diem must comply with all applicable IRS regulations and guidelines. For the System Maintenance Crew, their home plant (Anclote, ~~Bartow~~, Crystal River or Suwannee) will be the one closest to their legal residence.

(C) The Company will pay the amount of Twenty Dollars (\$20.00) for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the traveling CTT/CTMO Crew (CT Maintenance Services Employees)

for days worked when they are required to show up within a fifty (50) mile radius from their legal residences. In addition, the Company will pay the amount of ~~Eighty-Five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) to each of these employees for each day worked at a work location that is outside a fifty (50) mile or more radius from their legal residence. This payment of ~~Eighty-Five Dollars (\$85.00)~~ Ninety-three Dollars (\$93.00) per diem must comply with all applicable IRS regulations and guidelines.

(D) Casual or Temporary employees in the Production Department will receive ~~Sixty Dollars (\$60.00)~~ Sixty-five Dollars (\$65.00) for each day worked when assigned to work at facilities outside a fifty (50) mile radius from their legal residence.

(E) When employees are working out of town on a major storm (Hurricane or Tropical Storm) or catastrophe, the Company shall provide lodging and meals for the employees, in lieu of per diem.

**Workers Compensation-Pay Restore**  
**Clarification of Item 70 of the 1996 Memorandum of Changes**

**Item 35 (M-50)**

Item 70, 1996 MOC provides:

“When an employee is unable to perform his job due to an occupational injury or illness, the employee will receive the same net take home pay as he would have received had he not been injured. The employee’s non-productive time will be charged to WC”.

Clarification – The Company refers to this action as pay restoration. Pay restoration provides payment of the difference between the Workers Compensation payment and the employee’s net pay. The parties agree that the net take home pay will be calculated using base wage rates for the number of regularly scheduled hours the employee would have worked on the day missed due to the injury minus applicable deductions according to the employee’s regular payroll cycle.

Should the pay restoration amount be insufficient to pay all deductions, such as medical premiums, 401(k) loans and garnishments the employee will be responsible for making any such payments to the appropriate party.

Pay restoration shall cease when one or more of the following occurs:

- Injured worker is returned to work
- Workers Compensation benefits cease according to state statute
- Injured worker is approved for Social Security Disability
- Injured worker is determined to be permanently totally disabled
- Injured worker accepts Long-Term Disability retirement and is terminated

## Housekeeping/Clean-up Items

### Item 36 (M-51)

The intention of this proposal is to put language in the MOA on a number of items that capture what the Company believes to be an existing practice, add language for items overlooked in past negotiations, add items agreed to in a Memorandum of Understanding that the Company believes should be included in the MOA, and/or address a commitment that the parties have made since the last negotiations to place language into the MOA.

### Article III

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

**Revise Section 1 by adding new Paragraph (D) (3) as follows:**

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

Note: This item is simply intended to capture a long-standing, agreed-upon past practice dating back to August 18, 1989 that has never been noted in the MOA.

### Article IV

## Holidays

### Revise Section 1(A) as follows:

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

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

\*New hires must complete their 6 month probationary period.

Note: This is not a new requirement. This addition captures in the MOA the existing practice that has been used for many years.

## Air Conditioning Maintenance

### Housekeeping Item – Item 105 of the 2005 Memorandum of Changes:

Item 105      Agreement to Contract Out Building Maintenance and Non-nuclear Air Conditioning Maintenance and Set Terms for Outsourcing Such Work.

Management, at its option, may retain the one remaining Building Maintenance Mechanic for the term of the Memorandum of Agreement.

One employee who was an Air Conditioning Mechanic Apprentice at the Crystal River Maintenance Organization was retained by them. He is currently an Air Conditioning Mechanic at the Crystal River Maintenance Organization and will not be transferred to the Crystal River Nuclear Plant.

The Job Class Code of 0024 (Master Air Conditioning Mechanic) was inadvertently left out of the printing of the Memorandum of Agreement. It will now be added accordingly:

**Air Conditioning Maintenance Department  
Seniority Group 11**

0024\* 0023 (SH) Master Air Conditioning Mechanic

\*Nuclear Plant only – requires additional 6% above these rates.

**Item 41, 1991 MOC**

Create new Exhibit “G” to capture Item 41 from the Memorandum of Changes for the 1991 Negotiations

**Fleet Services Lead Mechanic Position MOU**

Add to the MOA the Memorandum of Understanding, Fleet Services Lead Mechanic Position, dated April 19, 2005. It is understood that the grievance settlements in Dotten (06-08-0184) and Johnston (06-08-0132) will apply:

Dotten: Upgrade should be paid on holidays.

Johnston: When a Fleet Services Technician (B) is temporarily sent to another location, is upgraded to Fleet Services Technician (A) and becomes the senior Technician at that location, they will be “double-stepped” to Lead.

## Exhibit “B”

### Item 37 (M-20)    **Revise Section 1 as follows:**

#### **1.2    TECHNICAL QUALIFICATIONS**

~~Employees who will be attending NRC license training will be interviewed as needed to ensure that the employee is aware of the expectations required for the training. If an employee has previously failed to complete an NRC license training program due to academic performance they may be bypassed for selection in future classes.~~ All successful applicants for positions at Crystal River Unit No. 3 included in Exhibit ‘A’ Production Department (Nuclear Operations) must be deemed qualified within the requirements established in Article III, of the Memorandum of Agreement. In addition, an employee will be deemed qualifi only when the following have been satisfactorily completed within the time frame established in Article III, Section 4 of the Memorandum of Agreement.

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

(B) Meet the requirements of ANSI N-18, I-1971 and subsequent revisions, and

(C) Written and/or practical examinations needed to demonstrate proficiency of skills, as required by state, federal law and Nuclear Regulatory Commission laws and regulations and,

(D) The Company and the Union support the need to operate a Nuclear facility within industry guidelines. The Company will meet and discuss with the Union any new guidelines prior to the implementation.

1.3    All employees in the Nuclear Operator (L) line of progression are required to progress to the classification of Nuclear Operator (L). New ANAO

employees will be evaluated using the Generic Fundamentals Exam (GFES), or equivalent within the

first six (6) months that the employee reports for duty as an ANAO. All required Training shall be provided to prepare the employee for the exam. Any employee, affected by this section, who does not achieve the eighty-five percent (85%) score on the GFES, will be evaluated for continuation in the operator training program. A review committee shall assess the likelihood the employee will successfully progress through the Nuclear Operator (L) line of progression. Should an employee who bids into the ANAO position be removed from the program, he/she will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee reports for duty as an ANAO. After one year, the employee will be given ninety (90) days with which to find a position for which he/she is qualified. Newly hired employees who are removed from the program will be given ninety (90) days with which to find a position for which they are qualified. If selected, the newly hired employees will restart their probationary period in their new positions.

1.4 Upon the establishment of a NRC Initial Licensed Operator class, management shall fill the class from current employees who hold the Assistant Nuclear Operator (ANO) classification. A review committee shall assess the likelihood the employee will successfully complete the NRC Initial Licensed Operator training and the ability to succeed as a Nuclear Operator (L). Selected employees will attend the class. Selected employees attending class shall be upgraded to Nuclear Operator (L) for all regularly scheduled work hours. The selection of ANO employees will be based upon the criteria set forth below, which includes the following:

- A. Seniority
- B. Previous work performance
- C. Training records
- D. Screening instruments (Tests)
- E. Interviews
- F. Assessment of the requisite skills and abilities necessary to successfully perform as a Nuclear Operator (L).

1.5 Employees that successfully complete the NRC Initial Licensed Operator training program and attain a Reactor Operator License, shall be paid one thousand three hundred dollars (\$1300) for the successful completion of the job performance measures and simulator exam scenarios, and either two thousand dollars (\$2000) for achieving a score of 88% or greater, or one thousand dollars (\$1000) for scores between 84% and 87.9%, on the written exam.

1.6 An employee entering the Chief Nuclear Operator line of progression before June 30, 2007 who attends a NRC Initial Licensed Operator class, and fails to complete the training program due to academic performance shall be retained as a non-licensed operator. The employee may be bypassed for selection of future NRC Licensed Operator classes. A review committee shall review and assess all other employees who fail to complete the NRC Initial Licensed Operator training. The review committee shall assess the employee's ability to succeed as a Nuclear Operator (L). The criteria of section 1.4 shall be used to make this determination. Employees that are retained shall be returned to ANO duties. The employee may be bypassed for selection of future NRC Licensed Operator classes. Employees that are removed from the program will be given one hundred eighty (180) days with which to find a position for which they are qualified.

1.7 The review committee for the purposes of sections 1.3, 1.4, and 1.6, shall be made up of two bargaining unit Licensed Reactor Operators (to be appointed by the Business Manager or designee), two supervisory Licensed Senior Reactor Operators, and a training representative.

1.8 After the completion of classroom training of the ANAO's as outlined in section 1.3, and after each NRC Initial Licensed Operator class, the review committee as outlined in section 1.7 shall be convened to evaluate the effectiveness of the training programs. The intent of the review is to provide recommendations for changes to the programs to enhance and improve training effectiveness to the candidates.

Wage rates for all NO and CNO steps to increase \$0.50 before GWI

Note: The minimum requirements to be selected for ANAO shall be as follows:

1. Possess a high degree of manual dexterity and mature judgment.
2. Have a High School diploma.
3. Pass the POSS (Power Operator Selection System) at the nuclear level.
4. To have been former Navy Nuclear with four years experience, or have been RO/SRO at a commercial nuclear reactor, or holds a two year technical degree, or have at least sixty credit hours of equivalent course work towards a technical degree. The following classes are examples of applicable curriculum: physical science, high level math, thermodynamics, fluid flow, heat transfer and electrical theory courses.

For each class of incoming ANAOs, the Company will post a minimum of thirty-three percent (33%) or more of the total class positions for internal candidates who do not meet requirement #4 above. When calculating the fractional number of candidates not meeting requirement #4, the number of candidates shall be rounded up to the next whole number.

**Item 38 (M-21) Revise Section 3 as follows:**

**3.0 TRAINING OF EMPLOYEES**

(A) The provisions established for the payment of wages and for working conditions to accomplish the training of personnel to operate Unit No. 3 are solely for this Unit and will not be considered precedent setting.

(B) Operating Employees when assigned to training shall work a five consecutive eight hour days or four (4) consecutive 10 hour days, inclusive of mealtime, per workweek, between the hours of 7 a.m. and 9 p.m., Monday through Sunday. Operating Employees may be assigned back to plant duties if no training is scheduled on a certain day (s) of the training week. The actual hours of training will be indicated on the schedule. If an employee is rescheduled to an operating shift, the rescheduling shall be in accordance with Article VI, Section 2(B)(2).~~If an employee is rescheduled to the operating shift, the employee will be paid in accordance with the applicable portions of the contract for his new schedule and have the opportunity to earn at least as much as the employee would have on the~~

~~original schedule for that week. For employees rescheduled to only three twelve hour night shifts, each hour beyond 10 hours will be paid at the overtime rate. For all other cases, if the difference between the old schedule and the rescheduled work week is less than eight (8) hours, the employee can:~~

~~(1) choose not to work and not be paid for those hours. This will not be counted against the employee's attendance record.~~

~~(2) work the number of hours the employee was shorted.~~

~~If an employee is rescheduled to a vacant shift and was originally scheduled to work the following shift that would have required the employee to work twenty (20) or more hours in a twenty four (24) hour period, the employee shall be excused from working the shift, but shall be paid for the shift. Reassignments to all operating shifts, other than day shifts, will be at premium rates unless twenty four (24) hours forty eight (48) hours notice is given, except in cases where the reschedule is due to an absence reported after the weekly schedule has been posted; in such a case, the reassignment will be at premium rates only if less than twenty four (24) hours notice is given.~~

**Item 39 (U46)      Revise Section 4 as follows:**

**4.0      BIDDING ON VACANCIES IN OTHER PLANTS**

**4.1** All Crystal River Unit No. 3 employees identified in Exhibit "A" Production Department (Nuclear Operations) may bid out of Crystal River No. 3, but may not leave their position until a qualified replacement is available. For promotional opportunities a release date will be mutually agreed to between the hiring supervisor and the nuclear supervisor (not to exceed 120 days), and the employee shall receive any wage increase that is due during this period. For transfers, which are not a promotion, and if a qualified replacement is not available, either a contingency shall be posted in accordance with Article III Section 12(E)(1) until the employee is released to fill the position, or, at management's option, the position will otherwise be filled by the next senior qualified employee who bids the position. When a qualified replacement does become available for the CR3 employee who was the previous senior qualified bidder, at the employee's option, the employee will be assigned, subject to any testing requirements, to a position that was bid at the location to

assume either a vacant position in that classification at that location on the 90 or 120-day log(s), or a position in that classification at that location created by management.

Note: Eliminate the first two pay steps in the Assistant Nuclear Auxiliary Operator (ANAO) pay scales and the first pay step in the Nuclear Auxiliary Operator (NAO) pay scale. All ANAO employees will be advanced to the new third step upon completion of their first watch station qualification. Current employees in one of these steps will move to the new corresponding step prior to any general wage increase.

Raise all steps of Assistant Nuclear Operator (ANO) pay scales \$0.05 prior to the GWI.

**Item 40 (M-22) Revise Section 11 as follows:**

**11.0 NON-OPERATING EMPLOYEES**

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

**11.1** The Company will post four (4) or more shift schedules that provides four (4), five (5), or seven (7) day coverage, to rotate all employees equally. Schedules will be posted by January 31st of each year. In addition, shift schedules may be rescheduled for:

- A. Unit outages (planned or unplanned)
- B. Unit output curtailments including startups and shutdowns
- C. Unit entering a limiting condition of operation for whose action statement length is for 72 hours or more and the LCO entry was for planned maintenance
- D. Hurricanes and Tropical Storms that are expected to impact the Unit

E. Preparation for one of the above conditions, (not to exceed fourteen calendar days prior to ~~or after the above conditions~~ condition A, B, or D, and not to exceed two calendar days prior to condition C.)

At the conclusion of the exceptions above, the employee will return to his normal shift rotation.

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

**11.3** When the exceptions to the posted schedules listed in 11.1 (C) & (D) are entered, ~~and expected to continue for three (3) or more days,~~ at Management's discretion, non-operating employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time. The regular starting time of the first shift will be between 6 a.m. and 8 a.m., and the second shift will be between 4:30 p.m. and 7:00 p.m., Monday through ~~Saturday~~ Friday or one (1) or two

(2) twelve (12) hour extended shifts for a minimum of five (5) or more consecutive workdays, Monday through Friday. Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. The regular start time of the first shift will be between 6:00 a.m. and 8 a.m. and the second shift will be 6:00 p.m. and 8 p.m. Days off shall be consecutive. Accommodations for rolling on to and off the schedule will be governed by existing overtime and rest time rules. During refueling outages, shift schedules may be set Monday through Sunday, between the hours set forth above in this 11.3. During refueling outages Saturday and Sunday shall be considered as off-scheduled hours and the provision of Article VI, Section 4 (D) shall apply. Schedules may be changed by giving them twenty-four (24) hours notice of changes in schedule. Shifts will be rotated every 30 days. Employees may opt to stay on the backshift in accordance with Article VI, Section 9.

11.4 When the exceptions to the posted schedules listed in 11.1 (A) & (B) are entered, at Management's discretion, all Non-operating employees and/or a group or groups of employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time. The regular starting time of the first shift will be between 6 a.m. and 8 a.m., and the second shift will be between 4:30 p.m. and 7:00 p.m.. For curtailments involving reduced power, Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. Additionally, employees may also be scheduled for one (1) or two (2) twelve (12) hour extended shifts for a minimum of five (5) or more consecutive workdays. The regular start time of the first shift will be between 6:00 a.m. and 8 a.m. and the second shift will be 6:00 p.m. and 8 p.m. For curtailments involving reduced power, Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. Days off shall be consecutive.

Employees shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Pre-arranged overtime will be

scheduled on off-schedule days. Seniority will be respected in the assignment of off schedule days.

There shall be no shift rotation for refuel outages expected to last forty-five (45) days or less. If the outage is extended due to unforeseen conditions, then a shift rotation will occur as specified in the following paragraphs. Employees on night shift for a CR3 refueling outage will be scheduled for day shift on the subsequent CR3 refueling outage. Employees may opt to stay on the night shift during subsequent outages in accordance with Article VI, Section 9.

For refuel outages expected to last more than forty-five (45), but less than ninety (90) days, the shift rotation will occur only once during the outage. Rotation should occur at or about the projected midpoint of the outage (i.e. 80-day outage – Rotation to occur at approximately the 40<sup>th</sup> day, unless mutually agreed to otherwise). Employees may opt to stay on the backshift in accordance with Article VI, Section 9.

For refuel outages expected to last more than ninety (90) days, shift rotations shall occur every thirty (30) days. Should the schedule indicate the plant start up or critical elements to power ascension will occur during a rotation of the shifts, the shifts will be rotated prior to reaching that point in the schedule. Employees may opt to stay on the backshift in accordance with Article VI, Section 9.

Accommodations for rolling on to and off the outage schedule will be governed by existing overtime and rest time rules.

For the purpose of calculating the outage length of days for rotating shifts, the clock shall start when the employees were placed on the outage schedule and will end upon commencement of plant start up.

**Item 41 (M-23)    Revise Section 12 as follows:**

## **12.0 OPERATING EMPLOYEES**

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

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

**12.2** Management may assign operating employees to a day shift to prepare for planned and forced outages, support projects, and procedure development for a period not to exceed four (4) months. For planned and forced outages expected to exceed sixty (60) days or more, the period may be extended up to nine (9) months. For this paragraph, outage duration shall be calculated as the time from when the output breakers are opened until the time the output breakers are closed. In addition, Management may assign operating employees to a day shift as functional area technicians for a period not to exceed four (4) months. Such employees must return to their regular job duties and shift at the conclusion of four (4) months unless no other bargaining unit employee elects to be reassigned as their replacement. Management shall ensure that each employee receives the necessary information or training such that each employee shall have an equal opportunity to be assigned as a functional area technician. Employees reassigned will be offered by seniority.

**12.3** If a work assignment is risk significant or management determines that some portion of the work requires continuity for more than one day but less than 7 days, then management may elect to keep the same work crew together in order to more efficiently and safely complete the work.

12.4 For planned refuel outages, a super shift schedule (i.e., combining the affected employees into a night crew and a day crew), may be implemented. Employees will be given the opportunity to work the maximum number of hours per workweek, limited by the applicable NRC regulations. This will be accomplished by establishing a schedule where each employee shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Days off shall be consecutive. Pre-arranged overtime will be scheduled on off schedule days. Principal Operations outage duty positions will be taken into account when assigning shifts. For all other positions, seniority will be respected in the assignment of the day shift and the night shift. Seniority will be respected in the assignment of off schedule days. When the scheduled work load for a given period falls below the available manpower, scheduled overtime may be reduced using the overtime list.

There shall be no shift rotation for refuel outages expected to last forty-five (45) days or less. If the outage is extended due to unforeseen conditions, then a shift rotation will occur as specified in the following paragraphs.

For refuel outages expected to last more than forty-five (45), but less than ninety (90) days, the shift rotation will occur only once during the outage. Rotation should occur at or about the projected midpoint of the outage (i.e. 80-day outage – Rotation to occur at approximately the 40<sup>th</sup> day, unless mutually agreed to otherwise). Employees may opt to stay on the backshift in accordance with Article VI, Section 9, with the exception of Principal Operations outage duty positions..

For refuel outages expected to last more than ninety (90) days, shift rotations shall occur every thirty (30) days. Should the schedule indicate the plant start up or critical elements to power ascension will occur during a rotation of the shifts, the shifts will be

rotated prior to reaching that point in the schedule. Employees may opt to stay on the backshift in accordance with Article VI, Section 9, with the exception of Principal Operations outage duty positions.

Accommodations for rolling on to and off the outage schedule will be governed by existing overtime and rest time rules.

For the purpose of calculating the outage length of days for rotating shifts, the clock shall start when the employees were placed on the super shift schedule- and will end upon commencement of plant start up.

**12.5** For forced outages, the provisions of section 12.4 may be implemented if the projected duration of the outage is expected to be more than twenty-one (21) days. For the purpose of calculating the forced outage length of days for this paragraph, the clock shall start when the output breakers are open and until the plant is returned to a maximum expected rated power.

## **Item 42 (U50)**

### Fleet Services Technician (B) Review

#### **I. Purpose**

The purpose of this document is to promote consistent oversight of the progress of Fleet Services Technician (B)'s to produce highly skilled and trained Fleet Services Technician (A)'s.

#### **II. Reviews**

A. Technician (B)'s shall be reviewed at least once every six months. Local reviews shall be performed for all Technician (B)'s. Reviews will be used for the step increases that are not listed in paragraph B below. The Local reviews will be

conducted by the Technician (A) to which an employee is assigned, the Fleet Services Supervisor and the Manager, Fleet Maintenance (or his designee).

B. Prior to a Technician (B) advancing from step 3 to step 4, a review will be conducted at a designated work site. This one-day review will be facilitated by the Technician Review Committee. The review shall consist of hands-on demonstration, testing and an interview. Should the Fleet Services Technician (B) not pass the review, the Technician (B) will not be reviewed again for a minimum of ninety (90) days. In these cases, the Technician Review Committee shall identify the areas where the Technician (B) did not succeed and give feedback to the employee's management and to the Technician (B). Management shall provide the time and opportunity for the Technician (B) to work in the area(s) identified by the Technician Review Committee. Should the Technician (B) not pass the second review, the Technician (B) shall be given ninety (90) days to find another position within the Company.

C. Prior to a Technician (B) becoming qualified for advancement to Technician (A), a two-day review will be conducted at a designated facility and will be facilitated by the Technician Review Committee. The Review shall consist of a hands-on demonstration, testing and an interview. Should the Technician (B) not pass the review, the Technician (B) will not be reviewed again for a minimum of another ninety (90) days. In these cases, the Technician Review Committee shall identify the areas where the Technician (B) did not succeed and give feedback to the employee's management and the Technician (B). Management shall provide the time and opportunity for the Technician (B) to work in the area(s) identified by the Technician Review Committee.

### III. Technician Review Committee

The Technician Review Committee shall consist of two management appointees, and the Fleet Services Manager (or his designee), and two bargaining unit employees, who are Journeymen in the craft, appointed by the System Council U-8 Business Manager.

Note: The Technician Review Committee shall review the Fleet Services Technician (B) task manual and make any necessary changes. This shall be completed by December 1, 2009.

**Item 43 (M-29)**

**Exhibit “D”**

**Revise Attachment “A” to Memorandum of Understanding  
Assistant System Protection & Control Technician Program (MOA p.141)**

**Job qualifications for: Assistant System Protection & Control Technician  
(Revised 1/31/2006) (Revised December 2008)**

**PREQUALIFICATION TEST**

- ~~Ability to pass a test that demonstrates a basic understanding of AC/DC theory, ohm’s law, single phase, three phase, watts, vars, VA, phase angles, power factor and other power system perimeters.~~
- ~~Ability to pass a test that demonstrates a basic knowledge of computers and associated software.~~
- ~~Ability to demonstrate a strong aptitude for technical work~~
- ~~Ability to demonstrate a strong aptitude for technical work by passing the applicable EEI Technician test.~~

### EDUCATION/EXPERIENCE

- Must possess a minimum two (2) year degree or equivalent (2 year diploma or certificate program from a vocational school or community college) in Electronics, Electrical Technology or similar electrical field of study, or an honorable discharge from the military where the candidate held a job in electronics or other related field, or five (5) years experience in a Journeyman classification with the Company, or must be a seventh step (7<sup>th</sup> step) or above Substation Electrician Apprentice in accordance with Article VII, Section 2(B)(7), or a journeyman Electrician in the Substation Construction and Substation Maintenance seniority group.

### SKILLS, KNOWLEDGE & ABILITIES

- ~~Demonstrate ability to use basic handtools, including wiring tools.~~
- ~~Ability to use state of the art test equipment such as multimeters, relay test instruments, oscilloscopes and digital data analyzers.~~
- ~~Ability to demonstrate a strong aptitude for technical work.~~
- ~~Demonstrate a basic knowledge of computers and associated software.~~
- ~~Ability to read and interpret electrical/electronic schematics and functional diagrams.~~
- ~~Demonstrate a basic understanding of AC/DC theory, ohm's law, single phase, three phase, watts, vars, VA, phase angles, power factor and other power system parameters~~
- ~~Ability to travel when required~~

**PHYSICAL**

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

~~QUALIFICATION TESTS (To become a fully qualified System Protection & Control Technician)~~

- ~~• Ability to pass tests that demonstrate an advanced understanding of 1) feeder breaker protection — electro mechanical; 2) feeder breaker protection — microprocessor; 3) differential protection; 4) electromechanical line protection; 5) microprocessor line protection; 6) installation and checkout of a field SCADA device; and 7) troubleshooting and print reading (used as a final, all inclusive test)~~
- ~~• Demonstrate a proficiency in the use of the SCADA protocols used by Florida Power (Presently Conitel C300, C2020 and DNP3.0) and the knowledge of how data is converted, sent and used by the Energy Control Center.~~
- ~~• Demonstrate all required skills, knowledge and abilities.~~

**Item 44 (M-32)**

**Revise the Memorandum of Understanding for the Telecommunications Assistant Technician Program and add it into the Memorandum of Agreement as follows:**

**Memorandum of Understanding  
Telecommunications Assistant Technician Program**

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

1. Qualified candidates will be selected based on seniority. Candidates are qualified based on the Job Qualifications Document for Assistant Telecommunications Technician. The program consists of five steps. Promotion to the next step will occur every six months, provided the assistant makes a satisfactory review. Automatic reclassification in place to journeyman (Telecommunications Technician) will occur six months after the fifth step. Management reserves the right to evaluate assistants every six months to determine their continued participation in the program. There shall be one (1) Telecommunication Technician, to be named by the System Council U-8 Business Manager present and participating in the evaluation process. The Telecommunication Technician will have worked closely with the Assistant Telecommunications Technician and who is familiar with the work and tasks being evaluated. A current employee who fails the program will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee enters the program. After this time, they will be given ninety (90) days with which to find a position for which they are qualified. New hires who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified. If dropped from the program they will be displaced back to their previously held position.
2. ~~Initially three new Assistant Telecommunications Technician positions will be posted, which will be net new positions in the Telecommunications Department. Future staffing levels in the Telecommunications Department will depend on business conditions.~~
3. ~~The Memorandum of Agreement (pp. 83 and 97) shall be amended as follows:~~

	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>
<del>Step 5</del>				
Assistant Telecommunications Technician	*20.68	21.59	22.49	23.38
				24.29

\*= FCC General Radiotelephone Operator License required at this step

2. FCC General Radiotelephone Operator License is required at first step.
3. The Job Qualifications for the Assistant Telecommunications Technician as determined by the Company shall be as follows:

**Revised ~~7/17/04~~ November 2008**

POSITION	DEPARTMENT
Assistant Telecommunications Technician	Telecommunications

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

**EXPERIENCE**

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

**LICENSES AND/OR CERTIFICATES**

Florida State drivers license. FCC General Radiotelephone Operator license required.

**SKILLS, KNOWLEDGE & ABILITIES**

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

**PHYSICAL**

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

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “E”**  
**ENERGY CONTROL CENTER (ECC)**

**Item 45 (M-44)      Revise Exhibit “E” as follows:**

**1.0** CONDITIONS FOR THE SELECTION OF PERSONNEL FOR ASSOCIATE DISPATCHER, ~~ASSISTANT DISPATCHER, ASSISTANT DISPATCHER 1 OR~~ and DISPATCHER AT THE ECC

**1.1** Minimum Education Requirements

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

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

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

**1.1.4** The 6 years of directly related experience in the Line Department is calculated from the cumulative time spent in the Distribution Dispatcher, Distribution

Dispatcher (Relief), Electrician Apprentice, Electrician, Lineman Apprentice, Lineman, and Lighting Technician classification.

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

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

## **1.2 SELECTION REQUIREMENTS**

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

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

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

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

## **1.3 TRAINING REQUIREMENTS / DQP**

**1.3.1** Before attaining a Dispatcher position, all Associate Dispatchers, ~~Assistant Dispatchers~~ and ~~Assistant Dispatcher 1s~~ shall become qualified and proficient in the areas defined in the DQP. Qualification and proficiency shall be demonstrated by successful completion of the Progress Energy Qualification Program. If an Associate Dispatcher, ~~Assistant Dispatcher 1~~ or an ~~Assistant Dispatcher~~ is not able to successfully complete the Progress Energy Qualification Program, he/she shall be returned to his/her former the position or a similar position where there is a vacancy for up to eighteen (18) months from the time the employee enters the

~~program. After this time, they will be given 90 days with which to find a position for which they are qualified. that he/she held prior to holding a position in the ECG Department without loss of seniority. Then, the employee who is displaced by the former Associate Dispatcher, Assistant Dispatcher 1 or Assistant Dispatcher will be given roll rights in accordance with Article III, Section 8. given a 90 day letter to find another position. New hires who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.~~

**1.3.2** Successful completion of the Progress Energy System Operator or Dispatcher Qualification Program is required for the Dispatcher, ~~Assistant Dispatcher, Assistant Dispatcher 1~~ and Associate Dispatcher job classifications.

**1.3.3** Associate Dispatchers, ~~Assistant, and Assistant 1 Dispatchers~~ will be reclassified in place to Dispatcher upon successful completion of the Dispatcher Qualification Program and upon achievement of NERC certification at the highest level, currently the RA (Reliability Authority) level.

~~**1.3.4** Since Associate Dispatchers are not a primary part of the control room staff, the maximum durations for PEF DQP steps will be one half those for an Assistant Dispatcher. Therefore, Successful and completion of the PEF DQP for an Associate Dispatcher must be accomplished within two years.~~

~~**1.3.54** Associate Dispatcher and Assistant Dispatcher 1 requirements in the PEF DQP are the same as those for Assistant Dispatchers. The order of DQP step completion will be determined by the Company and may vary by individual based on training needs and staffing requirements.~~

~~**1.3.65** Associate Dispatchers that are promoted to positions not in the Energy Control seniority group will retain credit for all completed portions of the PEF DQP. However, after one (1) year away from the Energy Control Center task qualifications will not be considered current.~~

~~**1.3.76** PEF DQP maximum durations will be adjusted proportionally based on the time requirements for the unfinished portions of the program.~~

## **2.0 DUTIES**

~~2.1 Associate Dispatchers, Assistant Dispatchers and Assistant Dispatcher 1s~~

~~2.2 Assistant Dispatcher 1 will have the same qualifications, duties and responsibilities as an Assistant Dispatcher.~~

~~2.32 Associate Dispatcher and Assistant Dispatcher 1 positions will be posted in accordance with Article III, Section 7(A). Associate Dispatchers are the only qualified bidders for Assistant Dispatcher 1 positions, unless there are zero Associate Dispatchers at the time of the posting. Management will comply with Article III, Section 7(C) in regards to the vacated Associate Dispatcher, Assistant Dispatcher and Assistant Dispatcher 1 positions.~~

~~2.43 With respect to Associate Dispatchers, Assistant Dispatchers and Assistant Dispatcher 1s, eventual qualification as a Dispatcher is mandated according to the DQP. Employees who have failed out of the DQP may not be eligible for readmission to the program.~~

~~2.54 Associate Dispatchers, Assistant Dispatcher 1s, and Assistant Dispatchers may be assigned to perform control room duties for which they are DQP qualified.~~

~~2.65 When temporary upgrades or contingent assignments are required to fill Assistant Dispatcher, Assistant Dispatcher 1 or are required to fill Dispatcher positions, then DQP time limits will be adjusted accordingly.~~

## **3.0 WAGE SCHEDULE**

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

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

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

**3.4** Associate Dispatcher, ~~Assistant Dispatcher and Assistant Dispatcher 1~~ wages defined in Exhibit A are awarded in accordance with the DQP. Successful completion of a step in the PEF DQP will result in a step increase for pay for the Associate Dispatchers, ~~Assistant Dispatchers, and Assistant Dispatcher 1s.~~

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

#### **4.0 BIDDING ON OTHER VACANCIES**

**4.1** Dispatchers within the ECC Department may bid out of the ECC Department, but may not leave their position until a qualified replacement is available not to exceed nine (9) months one hundred eighty (180) days. For promotional opportunities a release date will be mutually agreed to between the hiring supervisor and the existing supervisor (not to exceed 120 days), and the employee shall receive any wage increase that is due during this period.

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

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

## **5.0 SCHEDULES OF WORK**

**5.1** Associate Dispatchers (S) ~~and Assistant Dispatcher 1s (S)~~ shall work five consecutive eight hour days, or, four consecutive ten hour days exclusive of mealtime, between the hours of 6 a.m. and 6 p.m., Monday through Friday, ~~except as noted in paragraph 5.3 below.~~ Associate Dispatchers may work other schedules when the provisions of paragraphs 2.4, 3.3 or 5.3 are applied. DQP Step Qualified Associate Dispatchers may fill Dispatcher vacancies and shall be upgraded in accordance with Article III, Section 12 (B) (1). Overtime rates shall be paid in accordance with Article VI, Section 4.

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

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

## **6.0 CERTIFICATIONS / TRAINING**

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

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

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

## **7.0 WORK ATTIRE**

Article VII, Section 14 shall apply.

## **8.0 APPLICABILITY**

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

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

## **9.0 TRANSMISSION SWITCHING DISPATCHER**

### **9.1 Job Description**

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

### **.2QUALIFICATIONS**

**.1** Must be able to analyze power system dynamics utilizing load flows, security analysis and other advanced applications.

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

### **9.3 GENERAL**

9.3.1 Switching orders generated at the Energy Control Center (ECC) can be classified as either prewritten or emergent. Prewritten orders are normally written outside the control room in the Transmission Switching Coordination office by the Transmission Switching Dispatcher (TSD) or by an Associate Dispatcher under the oversight of the Transmission Switching Dispatcher (TSD). The prewritten orders result from planned construction and maintenance activities submitted to the Transmission Switching Coordinator Office where they are written ahead of time. All prewritten orders are verified for accuracy by control room personnel prior to issuance. Emergent orders are written in the control room by the Transmission Dispatcher or by an Associate Dispatcher under the oversight of the Transmission Dispatcher. Emergent orders result from unplanned events that require expedient switching and are evaluated, written, and verified by personnel on duty in the control room.

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

9.3.3 Qualified applicants for the position of TSD will be selected based on seniority within the Energy Control Center Seniority Group 07, qualifications

as determined by Job Description and Qualifications attached to this Memorandum, and in accordance with Article III, Section 4 of the Memorandum of Agreement (MOA). Any temporary upgrade opportunities will be in accordance with the seniority provision of Article III, Section 12 (B) (1), however, these opportunities will be used to evaluate qualifications of the employees for the TSD position.

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

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

**Exhibit “A”**

**Energy Control Center**

**Revise as follows:**

Add Transmission Switching Dispatcher and delete Assistant Dispatcher and Assistant Dispatcher 1. Add lower wage steps to the Dispatcher position.

**Energy Control Center**

**Seniority Group 07**

0371	(NS)	Transmission Switching Dispatcher						42.00
			43.50					
0367	(SH)	Dispatcher		35.49	35.98	37.72	38.47	39.13
			40.91					
<del>0368</del>	<del>(SH)</del>	<del>Assistant Dispatcher</del>					34.88	35.49
							35.98	
<del>0370</del>	<del>(S)</del>	<del>Assistant Dispatcher 1</del>		31.83	32.37	32.93		
0369	(S)	Associate Dispatcher		29.63	30.18	31.28		

**Item 46 (M-40)**

**Exhibit “H” (NEW)**

**In-Plant Repair & Project Work**

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

1. Management will determine the makeup of the work core group for each project, which may include the System Maintenance Crew, the CT frame crew and the CT jet crew if assigned as supplemental to the plant's shops, identifying each classification and number of regular employees needed in each classification. The senior qualified craftsman, accepting the project, shall be upgraded to Master or Chief as required.

2. Planned project duration, and the anticipated scope of work for the identified project, will be estimated by management prior to work commencement. After the work core group has been established, additional emergent craft needs may be provided for as determined by management. If regular plant craftsmen are available, this will be accomplished in accordance with Article VI, Section 6(A)(1). Absent the unanticipated expansion of the scope of work, the planned project will not be changed.

3. If an Exhibit H project needs to work an extended schedule after the project has started, i.e. 7 x 12's, it will be accomplished by offering it to regular employees on other Exhibit H projects and then to employees at that headquarters per the overtime list. If the extended schedule is no longer needed then the regular employees shall return to their respective Exhibit H projects or headquarters.

4. All regular plant craftsmen who are available, will be offered, by the current overtime list, the opportunity to become part of the work core group; however, (NS) employees accepting the work assignment shall be considered (SM) for all purposes pertaining to the Memorandum of Agreement, for the duration of the project.

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

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

Note: The parties agree to meet every six (6) months or as needed otherwise to discuss any issues or concerns with the implementation of this exhibit. The parties may mutually agree to make any changes to the this exhibit.

The parties further agree to meet within 90 days of the ratification of the MOA to discuss maintenance scheduling issues at the Crystal River site.

**Item 47 (M-34)**

**Exhibit "I" (NEW)**  
**Distribution Control Center (DCC)**

**1.0 ASSOCIATE DISTRIBUTION DISPATCHER**

**1.1 SELECTION**

**1.1.1** Before being awarded the position of Associate Distribution Dispatcher, the applicant must successfully complete the System Operator Power Dispatch (SOPD) test, a written or oral psychological evaluation conducted by a third party evaluator, and a demonstration of basic computer skills.

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

**1.1.2** Vacancies that management determines to fill in either the Associate Distribution Dispatcher or Distribution Dispatcher classifications will initially be posted as Distribution Dispatcher positions. To be qualified for a Distribution

Dispatcher position, an employee must have previously held a Distribution Dispatcher position or have been a qualified Distribution Dispatcher (Relief).

## **1.2 PROGRESSION**

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

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

## **2.0 SENIORITY AND BIDDING**

**2.1** Departmental Seniority for bidding into the Distribution Dispatcher or Associate Distribution Dispatcher classifications will include seniority in the Line Department, the Substation Construction and Substation Maintenance Departments, and the System Protection and Control Department, or any combination thereof. Employees bidding into the Distribution Dispatcher or Associate Distribution Dispatcher classifications from these seniority departments shall have held or must currently hold Journeyman classifications or above. In the event of a roll, employees in the Distribution Control Center classifications may exercise seniority in previously held seniority groups.

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

### 3.0 SCHEDULE

**3.1** Associate Distribution Dispatchers shall be scheduled Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m. and be scheduled on 8, 10 or 12 hour shifts at Management's option, per workweek, inclusive of mealtime, with days off being consecutive. Shift differential shall be paid as provided for in Article X, Section 3. Associate Distribution Dispatchers may be assigned other schedules for the purposes of training. The Associate Distribution Dispatcher schedule will be posted each week and will not be changed except for training purposes. No more than one change to the schedule per week.

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

In addition:

The following revisions to the MOA will be made and will not remain as a part of this exhibit:

Line Department  
Seniority Group 02

0307 (SH) Distribution Dispatcher ~~32.09 32.63 32.93~~ 33.40 33.81 34.14

~~0308 (SH) Associate Distribution Dispatcher 32.09 32.63 32.93~~

~~0308 (SH) Distribution Dispatcher (Relief) 32.09 32.63 32.93 33.40 33.81 34.14~~

Revise Article III, Section 3 (H), to read:

(H) [This paragraph deleted in 2008 negotiations.]

Note: No later than April 6, 2009, the Company and the Union shall develop a test of basic computer skills for applicants bidding into the Associate Distribution Dispatcher classification. Until this test has been put into place, the requirement in Paragraph 1.1.1 in Exhibit “I” relating to basic computer skills will not apply to employees bidding into the DCC. Once put into place, the Company shall make a sample test readily available for employees to review.

Each Associate Distribution Dispatcher shall be assigned at least one Distribution Dispatcher, as a mentor, to provide feedback and OJT training. OJT is not exclusive to mentors.

The Company and the Union will work together to review and make revisions, as appropriate, to the existing DCC training program. Final determination as to components of the DCC training program will remain with the Company.

Management, Associate Distribution Dispatchers and mentors agree to meet during assessments and evaluations to discuss additional training needs and action plans required for the advancement of the Associate Distribution Dispatcher.

### **Meter Department**

#### **Item 48 (M-38)**

**Revise Exhibit “A” and change the Meter Department line of progression and reclassify incumbent employees, as follows:**

<u>Old Classification</u>	<u>New Classification</u>
Meter Technician	Meter Technician
Field Meter Technician	Field Meter Technician
Working Foreman	Working Foreman

Meterman	Meterman (A)
Dielectric Test Specialist	Meterman (B)
Meter Worker	Meterman (C)
Laborer – Meter	Laborer – Meter

Meter Technician and Field Meter Technician are current classifications and they will remain the same in job titles. Meter Technician will now consist of two steps.

In the absence of supervision or supervisory designee in the Meter Shop, the senior qualified employee in the Meter Shop, shall be upgraded to the Working Foreman classification.

The former classification of Meterman now becomes Meterman (A). Wage steps will consist of three steps.

Dielectric Test Specialist now becomes Meterman (B). Wage steps will consist of three steps.

Meter Worker now becomes Meterman (C). Wage steps will consist of three steps.

Tasks for Meter Department job classifications per the document attached as Appendix A to this MOC (which replaces Items 24 and 26 of the 1996 MOC for the Meter Department).

Wage steps as follows:

Meter Technician	32.49	32.98
Field Meter Technician	31.27	31.81
Meterman (A)	27.16	27.95 28.75
29.54#		
Meterman (B)	24.81	25.59
26.35		

Meterman (C)	17.71	18.61	19.55
Laborer – Meter	12.06	12.78	13.51

# Grandfathered wage rate for employees in this classification prior to ratification of the MOA.

Note: Due to the Meter Department restructuring, any employee in the Meter Department who was earning a higher wage rate prior to ratification of the MOA shall continue to receive that wage rate if the restructured classification wage rate is less than the employee currently receives. The employee(s) who fall under this grandfathered wage rate shall continue to receive the higher wage rate until the new wage rate in their new classification is the same or more than they currently receive.

The Company and the Union will work together to review and make revisions, as appropriate, to the Meter Department training program. Final determination as to components of the training program will remain with the Company.

**Item 49 (U45)**

The Company agrees to post the sick time/STD policy, the COORS guidelines and all ARCOS agreements on a Company web site.

**Item 50 (U3)**

**Wages**

- Effective December 8, 2008      **3.00%**
- Effective December 7, 2009      **3.00%**
- Effective December 6, 2010      **3.00%**

TERM OF AGREEMENT to be three years, beginning December 8, 2008 and ending December 4, 2011

**Item 51 (U1)**

**Benefits**

**Dental-Effective January 1, 2010**

- Eliminate deductible for preventive care portion of Bargaining Unit Dental Plan
- Company to commit to hold the premiums for the Bargaining Unit Dental Plan for 2010 and 2011 to the same levels as existing for 2009-no increase

**Vision-Effective January 1, 2010**

- Participation in the VSP (non-bargaining unit) vision plan-see attachment

**401K Plan-Effective January 1, 2010**

- Company to provide a Roth 401(K) option in the bargaining unit 401(k) plan
- Company to match employees \$1.00 for each dollar contributed to the bargaining unit employee's 401(k) plan, up to a maximum of 6%; Company to permit maximum employee contribution up to 50% (see attached document for additional details)

**Vision Attachment, as noted above**

Eliminate the bargaining unit discount vision plan but include bargaining unit employees into the existing non-bargaining unit basic and optional vision coverage (for active employees only). Basic coverage would be provided at no cost for employees and their eligible dependants. Optional coverage cost at NBU subsidized rates. Effective 1-1-2010.

**Background information:**

Current bargaining vision plan is a discount vision plan by EyeMed. This plan is provided at no cost to all bargaining employees and their eligible dependents.

The below chart compares the nonbargaining vision plan to the bargaining discount vision plan:

	Nonbargaining Vision Plan (VSP)		Bargaining Vision Plan (EyeMed)
Exam (one per calendar year)	Basic Plan	\$15 copay 20% lens discount; additional pairs of glasses and sunglasses 15% discount on contact lens exam (fitting & evaluation) when purchasing contacts 15-20% discount on laser surgery	\$40 copay
Eyewear	Optional Plan	\$20 copay (lenses every calendar year/ frame every other calendar year)	Discount on frames then copay for lens as noted below
Frames		Covered up to \$155 allowance	40% off retail prices
Single vision lenses		Covered in full	\$50 copay
Bifocal lenses		Covered in full	\$70 copay
Trifocal lenses		Covered in full	\$105 copay
Lenticular lenses		Covered in full	20% discount
Elective contact lenses		Covered up to \$130 allowance (in lieu of frames/lenses)	15% discount on materials only
Medically necessary contacts		Covered in full	15% discount on materials only
Laser surgery		15% discount	15% off retail price or 5% off promotional price

Note: The chart shows in-network benefits only. There is no out-of-network benefit for the bargaining vision plan. Out-of-network benefit is provided under the nonbargaining vision plan.

**2009 Employee Contributions (per pay period)-for comparison**

Coverage Level	Nonbargaining Basic Vision	Nonbargaining Optional Vision	Bargaining Vision
Employee	\$0	\$2.95	\$0
Employee + 1 dependent	\$0	\$5.30	\$0
Family	\$0	\$8.25	\$0

**401(k) Plan Attachment, as noted above**

**401(k) Plan Changes**

**“Safe Harbor” 401(k) allowing employees to receive a 100% match and to contribute up to 50% of base pay**

The proposal below increases from \$.75 to \$1.00 the amount that the Company would match the amount contributed by a bargaining unit employee to the bargaining unit 401(k) plan (up to the first 6%). Also it would permit participants to contribute a higher percentage than current plan provisions allow by

converting the existing plan to a 401(k) “Safe Harbor” plan. This special plan design would allow the deferral limit to be increased from the current 20% to the union’s requested 50%. Certain plan provisions, however, would need to be changed, as shown below.

401(k) Plan Provision	Current Plan	Proposal Effective Date 1-1-2010 <sup>1</sup> (100% Match <u>with</u> Safe Harbor)
Company Match	75% of first 6% contributed by the participant	100% of first 6% contributed by the participant.
Employee Contribution	Up to 20% of base pay	Up to 50% of base pay
Vesting of Company Match	Less than 2 years: 0% 2 - < 3 years: 25% 3 - < 4 years: 50% 4 - < 5 years 75% 5 or > years 100%	Immediate 100% vesting in Safe Harbor Company Matching Contributions for all participants
Withdrawal of Company Matching Contributions	Company Matching Contributions that have been on deposit for at least 24 months can be withdrawn while active	Company Matching Contributions made after the effective date of Safe Harbor <i>cannot be withdrawn prior to age 59½ for any reason while the participant is active</i> <sup>2</sup>

<sup>1</sup>There are some very specific rules on the timing of the change to a safe harbor plan. Based on these rules, it could not be implemented until the 2010 plan year, with a 1/1/2010 effective date.

<sup>2</sup>This is a criterion that is required for the plan to qualify as a safe harbor plan.

Note: By adopting the safe harbor provisions –

- the need for extensive plan testing is eliminated
- the 20% limit on pre-tax contributions will increase to up to a maximum of 50%, subject to the IRS annual pre-tax maximum (the limit for 2008 is \$15,500 and it typically increases by law every year; it will be \$16,500 for 2009)
- overall IRS total employee contribution limits remain applicable

Unvested Company Matching Contributions made to participants' accounts prior to the effective date of Safe Harbor will be immediately vested upon the effective date of the Safe Harbor plan.

**Roth 401(k) option to be provided in BU 401(K) plan**

Note:

- The difference between a Roth 401(k) and a traditional 401(k) is that the Roth version is funded with after-tax dollars while the traditional 401(k) is funded with pre-tax dollars.
- Subject to existing IRS rules and regulations. Current requirements include:
  - The combined amount contributed to one or more 401(k) accounts in a single year is limited to \$15,500 in 2008 (\$16,500 in 2009), plus an additional \$5,000 in catch-up contributions for those 50 or older (\$5,500 in 2009).
  - Under current law, earnings on Roth contributions will be tax-free as long as the distribution is made at least 5 years after the first Roth contribution and the attainment of age 59½, unless an exception applies. Early withdrawals from a Roth 401(k) account are subject to the same requirements as traditional 401(k) accounts (the plan's rules will apply as appropriate).
  - Roth 401(k) money can be rolled over to a Roth IRA. Roth IRA's do not require minimum withdrawals at age 70½ (labeled "Minimum Required Distributions" or "MRD's" by the IRS).
  - Traditional 401(k) accounts and Roth 401(k) accounts require MRD's to begin at age 70½.
  - Employer Matching Contributions made on Roth 401(k) contributions are tax-deferred. This means that only employee contributions to Roth 401(k) plans are tax-free upon withdrawal.

**Item 52 (M-45)**

**Retiree Medical Benefits**

Company to eliminate the Company subsidy for retiree medical coverage for bargaining unit employees hired or rehired on or after January 1, 2009. These employees will continue to remain eligible for retiree medical coverage when they meet the applicable age and service requirements. These employees will have access to coverage, but will be required to pay the full cost of retiree medical coverage available upon retirement. There will be no employer-provided subsidy of coverage for these individuals.

**Item 53 (M-46)**

**Medical/AD&D Benefits**

**Medical Benefits-FlexDollars/Premiums**

Effective January 1, 2010, eliminate medical FlexDollars and replace with “net cost pricing”. Eliminate “no cost” medical (currently existing for single coverage for BU BCBSF-750 and 1500). Employee cost share for single coverage under BU BCBSF-750 would increase from 0% to 15% of the total premium cost, and BU BCBSF-1500 would increase from 0% to 4% of the total premium cost. Change opt-out credit for employees electing not to participate in any Company medical plan as follows:

- Effective January 1, 2010-Sixty-five Dollars (\$65.00) per pay period
- Effective January 1, 2011-Thirty-five Dollars (\$35.00) per pay period
- Effective January 1, 2012-Ten Dollars (\$10.00) per pay period

**Medical Benefits-Retiree Lifetime Maximum**

Effective January 1, 2009, increase current BU BCBSF-750 retiree lifetime medical payout maximum to \$1,000,000 (current lifetime maximum is \$750,000).

**High Deductible Health Plan/Health Savings Account**

Effective January 1, 2010, add High Deductible Health Plan(HDHP) with Health Savings Account (HSA) option to current bargaining unit medical options. HDHP/

HSA design, employee contribution rates and HSA seed money would be identical to the non-bargaining plan.

**AD&D Benefits**

Effective January 1, 2010, add Company paid Basic employee AD&D coverage of \$50,000. Enhance employee and dependent AD&D options and permit dependent AD&D elections that are independent of the Optional employee AD&D elections.

**Item**

**54**

**( M - 4 7 )**

**Life Insurance**

**Life FlexDollars**

Effective January 1, 2010, eliminate life FlexDollars and replace with company paid Basic life of 1x annual base pay up to \$50,000. Deduct contributions for Optional employee life coverage on an after-tax basis (imputed income would no longer apply).

**Optional Employee Life Insurance**

Effective January 1, 2010, add Optional employee life options of 6, 7, and 8 times annual base pay, and add dependent life options to mirror the nonbargaining options. Increase the amount of coverage permitted for dependent life elections from 50% to 100% of the combined Basic and Optional employee coverage to mirror the nonbargaining arrangement.

**Item 55 (M-42)**

**Memorandum of Understanding**

**Secondary skills to the Control Technician and Electrician classifications for the Anclote, Crystal River Fossil, and Suwannee River Plants, and the System Maintenance Crew (SMC)**

This Memorandum of Understanding (MOU) is agreed to by the System Council, U-8 (Union) and Progress Energy Florida (Company). The terms of this MOU are as follows:

1)The parties agree to the specific Journeymen task lists and secondary skills/job duties in the attached referenced documents. Upon ratification of the 2008 – 2011 MOA the Apprentice Review Committee shall maintain the task lists and secondary skills/job duties and make any needed changes.

2)Chief Electricians and Chief Control Technicians with the secondary skills are qualified to be the designated Chief of a combined crew of Electricians and Control Technicians with the secondary skills. Only one Chief will be assigned to each designated crew. Nothing in this MOU shall prevent additional employees being upgraded to Chief in accordance with Article III, Section 12(F). On work that is primarily electrical involving six hundred volts (600v) or greater, a Chief Electrician or upgraded Electrician, shall lead the work.

3)For the purposes of upgrade in accordance with Article III, Section 12(F), when a Chief Electrician or Chief Control Technician is absent from the plant, seniority shall be respected for the upgrade, however, on work that is primarily electrical involving six hundred volts (600v) or greater, the senior qualified electrician on the affected crew shall be upgraded.

4)The classifications of Electrician (NS), Electrician (SM), Control Technician (NS), Control Technician (SM) and their corresponding Chief classifications shall receive a \$0.25 hourly wage increase upon successful completion of the secondary skill training program.

5)The Apprentice Review Committee (ARC) shall determine the required training

for each affected classification to become competent in the secondary skills. The ARC will also oversee the training and recommend when each individual qualifies for the wage increase referred to in paragraph 4, in accordance with Exhibit C in the MOA. The goal is to have the majority of Chief Electricians, Chief Control Technicians, Electricians, and Control Technicians signed off on the secondary tasks in approximately fourteen (14) months. Management shall schedule the required classroom and on the job training necessary to achieve the fourteen (14) month goal.

6) Upon successful completion of secondary skill qualifications by a majority of the Electricians and Control Technicians at each headquarters, but in any event not later than fourteen (14) months from the ratification of this agreement, Chief positions for those classifications (unless otherwise abolished per paragraph 7 below) will be abolished as follows:

a. Anclote – 1

b. Suwannee – 1

i. This position will be reclassified to the applicable journeyman classification

c. Crystal River – 3

d. SMC Crew – 0

7) Any Chiefs impacted by these abolishments shall be provided a journeyman position in their respective classification.

8) Vacancies in the classifications and headquarters in paragraph 6 above, which occur following the effective date of this MOU, will not be filled. In such a case, upgrade to the Chief position as required will occur until the requirements of paragraph 6 have been met.

Note: The Apprentice Review Committee (ARC) shall have additional personnel added to its makeup to oversee the training and task signoffs. The additional personnel assigned to the ARC shall at a minimum be one (1) journeyman Electrician and one (1) journeyman Control Technician with an equivalent number of management personnel. The apprentice program shall be modified so that

future graduates will attain the appropriate secondary skills for the position. This shall not apply to current employees that are at the 6<sup>th</sup> step or higher. All new hires into the Electrician and Control Technician classifications, after the ratification of the 2008 – 2011 MOA, shall be required to have the secondary skills for the position.

**Item 56 (M-48)**

**Delivery of Paychecks to Work Locations**

The Company intends to cease the practice of delivering paychecks to the work locations of bargaining unit employees via private courier service. Employees who desire to receive their paychecks at their work location may take advantage of the current practice of providing the work location address to the Company as the delivery address and the check will be sent via U.S. mail.

**Item 57 (U47)**

**Groundman and Lineman Apprentice Review**

**I. Purpose**

It is the desire and commitment of Management and the Union that Groundmen and Lineman Apprentices successfully progress to Journeyman. The purpose of this document is to promote consistent oversight of the progress of Groundmen

and Lineman Apprentices to produce highly skilled and trained Journeyman Lineman.

## **II. Reviews**

Groundmen and Lineman Apprentices shall be reviewed at least once every six months. Lineman Apprentices prior to being advanced to the fourth (4<sup>th</sup>) step and prior to being qualified for advancement to Lineman, shall be reviewed by the Lineman Apprentice Review Committee (LARC).

A. Local reviews shall be performed for all Groundmen and Lineman Apprentices. These reviews will be used for all step increases. The local reviews will be conducted by a Local Review Team, which will consist of the Linemen on the crew to which an employee is assigned, the Distribution Field Supervisor, and the Distribution Operations Manager.

B. Prior to a Lineman Apprentice advancing from step three to step four, the Local Review Team shall recommend the employee to be reviewed by the LARC. This review will be conducted at the Winter Garden Training Center and will be facilitated by the LARC. The review from third to fourth step shall be scheduled in conjunction with Phase III Apprentice School. The Review shall be one day in duration and consist of hands-on demonstration, written testing and an interview. Should the Lineman Apprentice not pass the review, the Lineman Apprentice will not be reviewed again for a minimum of ninety (90) days. In these cases, the LARC shall identify the areas where the Lineman Apprentice did not succeed and give feedback to the employee's management and to the Lineman Apprentice. Management shall provide the time and opportunity for the Lineman Apprentice to work in the area(s) identified by the LARC. Should the Lineman Apprentice not pass the second review, and deemed by the LARC not to have the ability to advance to step four, the Lineman Apprentice shall be given ninety (90) days to find another position within the Company.

C. Prior to a Lineman Apprentice becoming qualified for advancement to Lineman, the Local Review Team shall recommend the employee to be

evaluated by the LARC at the Winter Garden Training Center. The LARC Review shall be two days in duration and consist of a hands-on demonstration, written testing and an interview. Should the Lineman Apprentice not pass the review, the Lineman Apprentice will not be reviewed again for a minimum of ninety (90) days. In these cases, the LARC shall identify the areas where the Lineman Apprentice did not succeed and give feedback to the employee's management and the Lineman Apprentice. Management shall provide the time and opportunity for the Lineman Apprentice to work in the area(s) indentified by the LARC. Should the Lineman Apprentice not pass the second review, and deemed by the LARC not to have the ability to advance to Lineman, the Lineman Apprentice shall be given ninety (90) days to find another position within the Company.

### **III. LARC**

The LARC shall consist of three (3) management appointees who are competent in the craft, a representative from the training department, and three bargaining unit employees, who are Journeymen in the craft, appointed by the System Council U-8 Business Manager. LARC members shall be paid, per the MOA, in the performance of their duties.

#### **Additionally:**

The parties agree to discuss the creation, implementation and use of training crews.

The parties agree to continue the current process for creating and developing the evaluations, hands- on- demonstrations and written testing.

All provisions within this exhibit shall be in effect as of June 1, 2009.

### **Item 58 (U51)**

Change Exhibit A as follows:

Prior to the first General Wage Increase add a second wage step to the Data Collector position, as follows:

Meter Reading Department  
Seniority Group 10

0009 (S) Data Collector 14.43 14.79

**Item 59 (M-25)**

**Crystal River Nuclear: Nuclear Building Servicemen to  
Laborer (A)-Nuclear Ratio**

All current employees holding the classification of Nuclear Building Serviceman at the time of the ratification of the 2008-2011 Memorandum of Agreement (MOA) shall be grandfathered in place for the term of the contract. A ratio of 1:1 of Nuclear Building Serviceman to Laborer (A) – Nuclear shall be maintained. If there is an uneven number of total employees in the two classifications, the extra position will be a Laborer (A) – Nuclear.

**Item 60 (M-26)**

**Crystal River Nuclear Double-Time Payment**

Eliminate any arbitration, grievance settlement, and/or past practice that requires the payment of double-time after midnight for Crystal River Nuclear bargaining unit employees working Saturday as their 6<sup>th</sup> day.

**Item 61 (M-28)**

**Crystal River Chief Nuclear Operator Line of Progression  
Standard Attire Requirements**

1) All classifications in the Chief Nuclear Operator line of progression while on duty are required to wear standard attire, provided by the Company, with the Progress Energy logo. The standard attire will consist of shirts and pants made of one hundred percent (100%) cotton. The clothing shall be American manufactured.

2) Operator standard attire is to be worn at all times while on duty.

3) In addition to the above requirements, the following control room specific attire is required:

- A. Chief Nuclear Operator and Nuclear Operator (L)
  - i. Khaki Pants, Blue Golf or Oxford Shirt
  - ii. A Company Provided Recognition Shirt (with a collar) may be worn during training.
- B. Assistant Nuclear Operator in a license class assigned to OJT
  - i. Khaki Pants, Red Golf Shirt

4) In addition, operators assigned to work outside of the control room may wear denim jeans or utility pants (BDU's) and a Company- provided shirt. Coveralls may be worn when operators are assigned to tasks (hotwell, sumps, etc) that will likely result in damaged or soiled clothing. Reference Memorandum of Agreement Article VII, Section 12.

5) Each employee will be provided seven (7) shirts and seven (7) pants as described above and replaced thereafter as needed upon approval by supervision.

6) Personal maternity style clothing may be worn in lieu of company attire during pregnancy.

7) At the employee's option, the employee may decline the Company provided clothing and purchase their own clothing. In such case, the clothing will adhere to the guidelines set out in Paragraphs 3 and 4, above, including shirts in colors

similar to the colors specified there. In addition, the employee-purchased shirts must have no logo or, alternatively, may contain the IBEW logo. Employees choosing to accept Company-provided clothing will be expected to wear it.

8)The Company recognizes that during special circumstances (i.e. Fire Brigade Training, system and refuel outages, etc.), that it is allowable to wear clothing appropriate for the activity (modesty garments, shorts, etc.).

The Company and Union shall meet to discuss and approve any changes to the standard attire. With any changes Management will provide the new attire as required for those employees that choose to accept the Company provided clothing.

Operators assigned to the Main Control Room shall either be provided trousers meeting required fire retardant requirements for routine tasks or be continue to be allowed to wear denim jeans in order to meet electrical safety requirements when performing tasks requiring flame retardant clothing. This exception shall remain in effect until the electrical safety requirements can be relaxed with the mutual agreement between the Company and Union.





**APPENDIX A TO THE 2008 MOC**  
**METER DEPARTMENT**  
CHANGES PER THE 2008 NEGOTIATIONS  
EFFECTIVE UPON RATIFICATION

**METER DEPARTMENT STRUCTURE\***  
(explanation of personnel assignments)

i. Meter Department “Today”

Meter Technician (4)

Working Foreman (0)

Field Meter Technician (11)

Meterman (4)

Meter Worker (2)

Laborer (2)

Dielectric Test Specialist (3)

ii. Meter Department Proposed

Meter Technician (4)

Working Foreman (0)

Field Meter Technician (12)

Meterman (A) (4)

Meterman (B) (3)

Meterman (C) (3)

Laborer (1)

\*This document is provided only to assist in explanation of new titles and for existing workers to identify new line of progression. Staffing level numbers are provided for this purpose only. Future staffing levels to be determined by management.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Meter  
Technician \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ Meter

### EDUCATION

The completion of a two year post high school technical course in electronics. To include courses in computer operation and use.

### EXPERIENCE

Satisfactory performance as a Meterman (A) or experience in electronics troubleshooting and repair. Advanced training in electronics troubleshooting and repair. Computer experience in Windows and DOS based applications.

### LICENSES AND/OR CERTIFICATES

An accredited certificate of completion of a two year technical course in electronics. A valid Florida driver's license.

### KNOWLEDGE, SKILLS AND ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. Knowledge of electronic equipment and the ability to work from engineering data and schematics to calibrate and repair electrical and electronic measuring instruments. Proficient knowledge and use of personal computers. Good hand-finger-eye coordination to maintain sub-miniature electronic equipment. Able to efficiently and productively work without direct supervision. Ability to work with all levels of employees and customers.

### PHYSICAL

Must have the physical ability to perform the duties of this classification. Must be available for occasional overnight travel. May be required to work in adverse outdoor environmental conditions.



### Typical Tasks Required Of A Meter Technician

Perform all duties of Field Meter Technician, Meterman (A), Meterman (B), Meterman (C) and Laborer.

Provide training of lower classifications as necessary.

Provide training to all PEF Departments as necessary.

Assist in the evaluation of new metering equipment.

Maintain voltage, current, watt/watthour standards traceable to N.I.S.T. (entire PEF)

Set up and program all meters requiring a buildup.

Configure, troubleshoot and repair various Smart Grid devices as assigned.

Support Field Meter Technicians in all matters regarding metering and automated meter reading.

Assist engineering group – determine metering needs, provide technical support

Portable Test Equipment (Repair and calibrate all PEF test equipment traceable to N.I.S.T.) Including:

Maintain Line and Service Department cable/fault locating equipment.

Maintain all Substation Department's moisture testing equipment, combustible gas detectors.

Maintain and inventory toxic gas detectors.

Maintain electronic meter reading devices.

Customer Service – Voltage complaint monitoring equipment.

Engineering – Power monitoring equipment, etc

Power Quality monitoring equipment.

Repair, Maintain and Calibrate Test Equipment Including But Not Limited To:

Glove tester

Blanket tester

CT and PT tester

Dielectric tester

All watthour test boards

Time run boards

Bucket liner tester

Specify And Evaluate New Metering And Test Equipment

Coordinate with user departments to determine needs

Determine suitability for Company use (accuracy, ruggedness, safety)

Coordinate with Safety Department and Distribution Standards departments.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Field Meter  
 Technician \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ Meter

## EDUCATION

High school diploma or equivalent required. Sufficient training and education to perform the duties of this classification. Enrollment in a post high school technical course in electronics and/or electrical theory along with basic computer concepts is desirable, but not required. Advanced training in revenue metering. Training in basic personal computer concepts.

## EXPERIENCE

Satisfactory performance as a Meterman (A). Experience in the layout, installation, programming, testing and maintenance of primary and secondary metering schemes. Working experience with substation and generation metering, customer metering complaints and direct customer contact skills.

## LICENSES AND/OR CERTIFICATES

A valid Florida driver's license is required.

## KNOWLEDGE, SKILLS &amp; ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. All skills required of a Meterman (A). Knowledge of metering applications and techniques. Ability to follow electrical schematics to perform field troubleshooting of metering packages. Proficient use of a personal computer. The ability to work efficiently and productively without direct supervision. The ability to effectively communicate with all levels of employees and customers.

## PHYSICAL

Must have the physical ability to perform the duties of this classification. Must be available for occasional overnight travel. Must be available for callouts and is frequently required to work in adverse outdoor environmental conditions. Occasional work in confined spaces.

Typical Tasks Required Of A  
Field Meter Technician

Perform all duties of Meterman (A), Meterman (B), Meterman (C) and Laborer.

Provide training of lower classifications as necessary.

Install, maintain and test all primary and secondary metering

Install, maintain and test power plant, tie line, and cogeneration metering, with the assistance of a Meter Technician, when requested to and approved by Management, by the Field Meter Technician.

Install, maintain and test AMR and AMI equipment as appropriate (field).

Install (as appropriate), verify, maintain and test substation metering

Install, maintain and test various Smart Grid devices as appropriate (field)

Probe mass memory meters as needed

Meter complaint test (field)

Periodic meter test (field)

Exchange any meter on PEF system as assigned

Current Diversion Assistance (field)

IBEW JOB QUALIFICATIONS

POSITION Working  
Foreman

DEPARTMENT Meter

## EDUCATION

High school diploma or equivalent. Enrollment in a post high school technical course in electronics is desirable, but not required. Sufficient training and education to perform the job. Training in basic computer concepts.

## EXPERIENCE

Experience in the testing and maintenance of all meter types. Experience with customer metering complaints, direct contact with FPC customer representatives, PSC representatives and external customers. Successful applicant will be given a minimum of 90 days to familiarize himself with Meter programming and the Meter Data Collection System (training).

## LICENSES AND/OR CERTIFICATES

Valid Florida driver's license.

## KNOWLEDGE, SKILLS &amp; ABILITIES

The ability to harmoniously work with others. Good verbal and written communication skills. A practical knowledge of meter DCS, MI and CSS. Working knowledge of meter test procedures and PSC requirements. Leadership skills dealing with the daily direction and coaching of other BU employees.

## PHYSICAL

Must have the physical ability to perform the duties of this classification.

Typical Tasks Required Of A  
\*Working Foreman  
in the Meter Department

Perform all duties of lower classifications

Assist in the training of lower classifications

Make daily, weekly, monthly work assignments

(Shop) Coordinate and perform all customer/PSC witnessed complaint tests

(Shop) Coordinate/investigate billing concerns related to metering

\*An employee in this classification has responsibilities for employees in the Meter Operations area.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Meterman  
(A)

DEPARTMENT \_\_\_\_\_ Meter

### EDUCATION

High school diploma or equivalent. Sufficient training and education to perform the duties of this classification. Enrollment in a post high school technical course in electronics and/or electrical theory along with basic computer concepts is desirable, but not required.

### EXPERIENCE

Satisfactory performance as a Meterman (B).

### LICENSES AND/OR CERTIFICATES

Valid Florida driver's license.

### SKILLS, KNOWLEDGE & ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. All skills required of a Meterman (B). High degree of manual dexterity. Knowledge of basic electrical and electronics theory (AC & DC) and computer concepts. Ability to follow procedures and test all secondary of 240V or less and the field meter types both in shop and field. Be able to take direction, report on assignments and write legibly. The ability to productively and efficiently work without direct supervision. Proficient use of computers. Ability to work with all levels of employees and customers.

### PHYSICAL

Must have the physical abilities to perform the duties of this classification. Must be available for callouts and occasional overnight travel. May be required to

work in adverse outdoor environmental conditions. Occasional work in confined spaces.

### Typical Tasks Required Of A Meterman (A)

- Perform all duties of Meterman (B), Meterman (C) and Laborer.
- Working knowledge of Requirements for Electric Service book
- Working knowledge of portable meter test equipment
- Construct primary metering clusters and underground cabinets (Shop)
- Wire meter cabinets (Shop)
- Calculate load on a meter
- Working knowledge of a 10-pole test switch
- Process and test Load Research survey equipment
- Process 90-day hold meters
- Program and test meters at Demand Test Board
- Current Diversion Assistance (Shop)
- Program and test multi-function meters (Shop)
- Program and test revenue meters
- Program and test buildup meters (Shop), not assigned to the Lab
- Test three phase meters (Shop)
- Three phase meter maintenance (Shop/field)
- Three phase meter complaint test (Shop)
- Selective meter test (Shop)
- Aerial devices test (local and remote)
  - \* Field change transformer-rated meters
  - \* Current Diversion assistance (field)
  - \* Inspect, test and phase angle transformer rated metering
  - \*\* \_ Install and maintain primary and secondary transformer rated metering
  - \*\* Install meter cabinets (Field)
  - \*\* Install, maintain and test various Smart Grid devices as appropriate (Field)
  - \*\* Program and test multi-function revenue meters (Field)
- \* Field Meter Technician tasks that a Meterman (A) must be signed off on. These tasks limited to Pinellas County 240V or less. Upgrade not required for these duties.

\*\* Field Meter Technician tasks that a Meterman (A) must be signed off on prior to being promoted or upgraded to the Field Meter Technician classification. These tasks not limited to Pinellas County area.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Meterman  
(B)

DEPARTMENT \_\_\_\_\_ Meter

### EDUCATION

High school diploma or equivalent required. Sufficient training and education to perform the duties of this classification. Enrollment in a post high school technical course in electronics and/or electrical theory along with basic computer concepts is desirable, but not required.

### EXPERIENCE

Satisfactory performance as a Meterman (C). Basic computer concepts.

### LICENSES AND/OR CERTIFICATES

Valid Florida driver's license.

### KNOWLEDGE, SKILLS & ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. All skills required of a Meterman (C). The ability to read and interpret ANSI guidelines that pertain to this type of work. The ability to find remote locations in the field by verbal and/or written instructions. The ability to effectively communicate with all levels of internal and external customers. The ability to productively and efficiently work without direct supervision. The ability to effectively coordinate and schedule daily work activities with that of a customer.

### PHYSICAL

Must have the physical ability to perform the duties of this classification. Frequent (sometimes daily) overnight travel may be required.



Typical Tasks Required Of A  
Meterman (B)

Perform all duties of Meterman (C) and Laborer.

Test three phase self contained meters (Shop)

Test primary and secondary instrument transformers

Bucket liner test

\* Aerial devices test (local and remote)

Rubber goods test

CT/PT test

\* Test transformer rated meters (Shop)

\* Construct primary metering clusters and underground cabinets

\* Wire graphic meter cabinets (Shop)

\*Meterman (A) tasks that a Meterman (B) must be signed off on prior to being promoted or upgraded to the Meterman (A) classification.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Meterman  
(C)

DEPARTMENT \_\_\_\_\_ Meter

### EDUCATION

Sufficient training and education to perform the duties of this classification. Enrollment in a post high school technical course in electronics and/or electrical theory along with basic computer concepts is desirable, but not required.

### EXPERIENCE

Satisfactory performance as a Laborer in the Meter Department.

### LICENSES AND/OR CERTIFICATES

Valid Florida driver's license.

### SKILL, KNOWLEDGE & ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. All skills required of a Meter Department Laborer. The ability to use hand tools. Good hand-eye coordination. Legible writing and the ability to follow instructions and take direction. Ability to follow procedures and test single phase meters at Watthour Test Stations.

### PHYSICAL

Must have the physical abilities to perform the duties of this classification.

### Typical Tasks Required Of A Meterman (C)

Perform all duties of Laborer.

Sketch the internal design of a single phase meter

Know the accuracy limits of a single phase meter

Be able to use mathematical formula relating to single phase meters

Single phase meter test

Single phase meter repair

Single phase factory acceptance test

Single phase selective meter test

Single phase meter conversion

Single phase “high bill” complaint test (Shop)

Construct KYZ pulse boxes

Construct primary junction boxes

\* Test three phase self contained meters (Shop)

\* Bucket liner test

\* Rubber goods test

\* CT/PT test

\*Meterman (B) tasks that a Meterman (C) must be signed off on prior to being promoted or upgraded to the Meterman (B) classification.

## IBEW JOB QUALIFICATIONS

POSITION \_\_\_\_\_ Laborer

DEPARTMENT \_\_\_\_\_ Meter

### EDUCATION

Sufficient training and education to perform the duties of this classification. Enrollment in a post high school technical course in electronics and/or electrical theory along with basic computer concepts is desirable, but not required.

### EXPERIENCE

### LICENSES AND/OR CERTIFICATES

Valid Florida driver's license. Successful completion of Human Resource test. Successful completion of FPC forklift training.

### SKILLS, KNOWLEDGE & ABILITIES

Successful completion of the Construction and Skilled Trades Selection System (CAST) test. Ability to comprehend and carry out written and verbal instructions. Ability to use hand tools. Ability to use hand-trucks and forklifts in material handling. The ability to work with others, follow instructions and take direction.

### PHYSICAL

Must have the physical abilities to perform the duties of this classification. Be able to lift up to 60 pound cartons from floor and store at heights of extended reach overhead. Must be available for occasional overnight travel.

### Typical Tasks Required Of A Laborer in the Meter Department

Housekeeping

Familiarization of Meter Information System codes and form numbers

Forklift use

Identify all types of equipment and materials associated with the Meter Department

Sort and process all incoming equipment and materials

Retire equipment & materials

Palletize shipments of supplies and equipment

- \* Breakdown primary metering

Wash and dry rubber blankets

- \* Sketch the internal design of a single phase meter

- \* Know the accuracy limits of a single phase meter

- \* Be able to use mathematical formula relating to single phase meters

- \* Single phase meter test

\* Meterman (C) tasks that a Laborer must be signed off on ~~complete~~ prior to being promoted or upgraded to the Meterman (C) classification.

Note: Successful completion of the Construction and Skilled Trades Selection System (CAST) test is for Laborers hired, or otherwise entering the Meter Department, after the date of ratification of the 2008-2011 MOA.

This 2008 Memorandum of Changes is agreed to between Progress Energy Florida and IBEW System Council U-8, and reflects in full the final agreement of the parties made in the Labor Negotiations for the 2008-2011 Memorandum of Agreement, as attested by the signatures below.

**PROGRESS ENERGY  
FLORIDA, INC.**

**and**

**IBEW SYSTEM COUNCIL U-8**

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R. V. M. Krotseng  
Manager, Labor Relations/EEO

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J. L. Adams  
Business Manager, System Council, U-8