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Union: **International Brotherhood of Electrical Workers (IBEW)**

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**MEMORANDUM  
OF  
AGREEMENT**



**Progress Energy**  
Florida Power Corporation  
d/b/a Progress Energy Florida, Inc.

**EFFECTIVE  
DECEMBER 2, 2002  
THROUGH  
DECEMBER 1, 2005**

**LOCAL UNIONS  
433 INGLIS  
626 AVON PARK  
682 ST. PETERSBURG  
1412 WINTER PARK  
1491 ENTERPRISE**



918103

# MEMORANDUM OF AGREEMENT

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## **AGREEMENT**

This agreement made and entered into this 14th day of June, 1947, by and between Florida Power Corporation, a corporation in the State of Florida, their successors and assigns, hereinafter called the "Company," and Local Unions 433, Inglis; 626, Avon Park; 682, St. Petersburg; 1412, Winter Park; and 1491, Enterprise, Florida, of the International Brotherhood of Electrical Workers, hereinafter collectively referred to as the "Union" and individually as "Local Union."

**WITNESSETH:** That for the purpose of facilitating the fair, orderly and prompt adjustment of any disputes which may from time to time arise, establishing working conditions, rates of pay and hours of work, and of promoting harmony and efficiency in the departments of the Company where members of the Union are employed, the parties hereto contract and agree with each other as follows, to-wit:

### **ARTICLE I**

#### **Recognition and Representation**

##### **Section 1**

(A) The Company recognizes the Union as exclusive bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all regular employees in the Production, Line, Meter, Substation Operation, System Protection & Control, Telecommunications, Substation Construction and Substation Maintenance, Energy Control, Fleet Services, Building Maintenance, Meter Reading, Air Conditioning Maintenance, Stores and Central Repair Departments, but excluding all supervisory, clerical and plant protection employees in the above departments. The Union agrees that, upon request by the Company, it will bargain in good faith to establish separate labor agreements for new, recommissioned, or purchased generation facilities, owned or operated by Florida Power Corporation. The Company agrees that in the absence of such a request, the existing contract will apply.

## ARTICLE I

(1) In the event that the Company reorganizes and one or more Strategic Business Units (SBU's) become separate companies, the Union agrees that upon request by the Company, the Union will bargain in good faith to establish a separate labor agreement or agreements for the new company or companies. Further, if state or federal legislation is enacted to establish retail competition in the electric utility industry during the term of this agreement, the Union agrees that upon request by the Company, negotiations will be opened to revise this Agreement. The Company agrees that in the absence of such request(s), the existing agreement will apply.

(B) All employees covered by this agreement are included in the classifications set forth in the wage schedules attached hereto as "Exhibit A" and are hereinafter referred to as "employee."

(C) Memorandum of Understanding concerning Crystal River Plant Unit No. 3 is attached hereto as "Exhibit B."

(D) The above shall not be interpreted to prevent management from rewarding bargaining unit shops or crews for achievement of goals or superior performance or from preventing the Company from rewarding individual employees in accordance with Company-wide programs such as the Pinnacle Awards and Energy Advantage Programs. Bargaining Unit Employees will participate on the same basis as Florida Power non-bargaining unit employees in these programs, as described in the Progress Energy Employee Handbook. "Participate on the same basis as Florida Power non-bargaining unit employees" means that the rules for eligibility and administration of these programs are the same for bargaining and non-bargaining unit employees. The Company has the right to make changes to or discontinue the programs as long as it does so for both groups.

## **ARTICLE I**

### **Section 2**

(A) A regular employee is one who is employed by the Company on a job within the classifications covered by this agreement for the purpose of performing such work as has to be done continuously and regularly.

(B) All employees hired on a regular basis are to serve a probationary period of six (6) months from the original date of regular employment and are to be considered as on trial during such period. During this trial period, such employees should show an aptitude for the work in which they are engaged and the ability and desire to advance to the skilled classifications. In the event an employee is promoted the probationary period may be extended an additional six (6) months when notified by the Company, in writing, delivered to the Union at least fifteen (15) days prior to the expiration of the six (6) month period. During their probationary period, employees have no bidding rights under Article III of this agreement except for a bid to a higher job classification or if there is a reduction in force per Article III, Section 8(A). The Company may, at its option, transfer, or dismiss such employees. Should an employee who is dismissed during his/her trial period later become re-employed, he/she shall receive credit, for purposes of Company and department seniority, only for the time he/she was actually employed during the original trial period. However, in all other matters these employees shall be entitled to benefits provided by this agreement.

(C) (1) A temporary employee is one who is employed by the Company on a job within the classifications covered by this agreement for a limited time on a purely temporary basis for a period not to exceed six (6) months. If temporary employment, other than employment on a contingent basis, continues for more than six (6) months, the job shall be considered as a regular job and posted accordingly.

(2) A temporary or casual employee will receive wages, overtime pay and meals as provided for in this agreement.

## **ARTICLE I & ARTICLE II**

(3) In the event new construction is contracted out, such work shall be performed under the applicable building trades wages and conditions.

(D) A reasonable number of student engineers may be assigned work in any department in classifications covered by the Bargaining Unit as a part of their training and, while so employed, shall neither be affected by provisions of this agreement, nor shall their employment affect the status of employees covered by this agreement. No student engineer shall work at any one job or classification for a period in excess of six (6) months.

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

## **ARTICLE II**

### **Company-Brotherhood Relations**

#### **Section 1**

The Union recognizes that the management of the Company and the direction of the working affairs, including the right to hire, discipline, suspend, discharge, promote, demote, or transfer, for sufficient and reasonable cause, to establish and enforce rules and regulations consistent with any applicable terms of this agreement, remain with and are vested in the Company; subject, however, to the employees' rights for adjustment through the grievance procedure.

#### **Section 2**

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

#### **Section 3**

The Union shall be permitted to use space on bulletin boards of the Company in departments or divisions where members of the Union are employed, under the terms of this agreement, for posting official notices of the Union for its membership.

## **ARTICLE II**

**Section 4 – This section was deleted during 2002 Negotiations.**

### **Section 5**

The Company agrees, upon the written individual request of any employee who is a member of the Union, and until such authority is revoked in writing by such employee, to deduct from the pay of such employee such monthly dues as he shall specify as payable to the Union.

### **Section 6**

(A) The Union and its members agree that during the continuation of this agreement there shall be no strikes, walk-outs, sit-downs, or other concerted cessation or delay of work by the Union or its members. The Company, on its part, agrees that during the continuation of this agreement there shall be no lock-outs of the Union or its members, it being the desire of both parties hereto to provide uninterrupted and continuous service and to determine and settle all questions, disputes and controversies under this agreement by the grievance and arbitration procedures provided herein.

(B) In the event that any violation of the preceding paragraph (A) occurs which is not authorized by the International Brotherhood of Electrical Workers, the Union or any Local Union, the Company agrees that there shall be no liability on the part of the Brotherhood or the Local Union or its officers, representatives or affiliates, provided that in the event of such unauthorized action the Brotherhood and the Local Unions first meet the following conditions:

- (1) To declare publicly that such action is unauthorized.
- (2) To promptly order the members of the Brotherhood to return to work.
- (3) That the Brotherhood and the Local Union shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in or encouraging any unauthorized strike, concerted cessation or delay of work on the part of the employees of the Company.



## ARTICLE II

### **Section 7 - Loyalty and Efficiency**

(A) It is the policy of the Union to encourage all members and other employees to render loyal and efficient service to the Company. The Union will take proper measures that are within its authority to see that this policy is followed by the membership. The Union recognizes that as a public utility it is of great importance for the Company to have good public relations and will continue to encourage and influence Union members to make themselves available for emergency work and at all times deal with the public in a courteous manner. Officers of the Company and the Union and its members shall in all matters pertaining to this agreement take into consideration that the Company is a public service corporation and that the safety and good will of the general public, including the customers of the Company, and the continuity of service to them are of primary importance.

(B) The parties hereto agree that they have a common interest in maintaining harmonious relations and that representatives of the Company and the Union will put forth their best efforts to that end.

### **Section 8**

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

### **Section 9**

Except as provided elsewhere in this agreement, when a qualified Bargaining Unit employee is reasonably available, manufacturer or vendor representatives, supervisors, or other Company employees will not do work normally done by Bargaining Unit employees except during emergencies or for the purpose of instructing.

### **Section 10**

(A) The desirability of an employee living in the service area of the Company is recognized.

## ARTICLE II

(B) Production Department employees and Stores Department employees assigned to Production facilities shall live within one (1) hour travel time of their reporting headquarters. Employees shall make a permanent move within nine (9) months after reporting to the new headquarters.

(C) Each employee shall live within reasonable travel time of their reporting headquarters. Line Department employees, not including System Transmission Construction Crew employees, in the Suncoast Florida Region, Central Florida Region, and North Florida Region shall live within forty (40) minutes travel time of their headquarters.

(D) All employees, other than those in the Production Department, shall make a permanent move within nine (9) months after reporting to the new headquarters.

### **Section 11**

The terms, conditions and nomenclature throughout this agreement are applicable to all employees covered hereunder without regard to race, color, religion, national origin, age, sex, or disability.

### **Section 12**

Management and Union Committees will meet at least once a year for a full and complete discussion of the Employee Benefit Plans – medical insurance, life insurance, employee retirement plan, and savings plan. The purpose of the meeting will be to discuss the operation, status, and cost of the various plans. This will be for the purpose of full understanding of the plans and is not intended for the purpose of negotiating changes.

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

**Section 1**

(A) Seniority as of the effective date of this agreement shall be based on the length of continuous employment with the Company, which seniority shall be used in establishing seniority rosters in each of the following departments of the Company:

- (1) Production Department
- (2) Line Department
- (3) Meter Department
- (4) Substation Operation Department
- (5) System Protection and Control Department
- (6) Substation Construction and Substation Maintenance Departments
- (7) Energy Control Department
- (8) Fleet Services Department
- (9) Building Maintenance Department
- (10) Meter Reading Department
- (11) Air Conditioning Maintenance Department
- (12) Stores Department
- (13) Telecommunications Department
- (14) Central Repair Department (effective 1984)

(B) Effective 1984, employees in the Central Repair Department and their seniority will be separated into a new seniority group from Substation Construction and Substation Maintenance Departments. Incumbents in the Central Repair function at the time of separation will retain their seniority dates in the Central Repair seniority group after separation, and for two (2) years following ratification of the contract in 1984 they may use these dates when applying for positions in Substation Construction and Substation Maintenance Departments.

(C) The departmental seniority of a regular employee shall date from the first day he reports for duty, subject to applicable seniority clauses herein.

### ARTICLE III

(D) (1) Temporary employees who were transferred to a regular job between September 26, 1949, and November 3, 1958, shall not be allowed seniority prior to the date of transfer. However, for all other purposes his length of service with the Company shall date from his original continuous employment.

(2) Effective November 3, 1958, employees who are transferred to regular jobs will be allowed seniority from the date of continuous employment with the Company, provided the regular job is in the same seniority group as the temporary job and it does not conflict with provisions of Section 5 of this Article.

(E) The Company agrees to revise the seniority rosters during January of each year to include all employees entering the service of the Company during the preceding calendar year. The seniority roster shall indicate the job classification of each employee. Such rosters shall be posted on the various bulletin boards in the departments involved and the seniority of such new employees shall become final unless protest is received in writing from the employee within a period of thirty (30) days after such posting. Employees in Military Service or other Leave of Absence on the date the seniority rosters are posted shall be allowed thirty (30) days from the date they return to active employment of the Company in which to file protest. Protests shall be investigated and acted upon by representatives of the Company and the Union, whose decision shall be final.

#### Section 2

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

(A) When laid off for a period of more than two (2) years, seniority shall accumulate during such period of lay-off up to a maximum of two (2) years.

(B) When an employee who has been laid off fails to return to work within one (1) week after written notice is sent to him by registered mail, return receipt requested, to his last known address requesting him to return to work; or when he fails to notify the Company within forty-eight (48) hours after he

### ARTICLE III

receives such notice that he will return to work within two (2) weeks. The Company will furnish the Union with a copy of its notice to the employee.

- (C) When an employee resigns his employment with the Company.
- (D) When an employee is discharged for just cause.

#### Section 3

(A) In the matter of promotions, transfers, the filling of vacancies and in re-employment, the applicant having departmental seniority who is qualified to do a good, workmanlike job will be selected. If no qualified applicant is available in the department, other applicants who are qualified to do a good, workmanlike job shall be considered by bargaining unit seniority. Determination of such qualifications shall be made by the Company, provided, however, that any dispute which may arise in connection therewith may be handled as a grievance.

(B) The word "promotion" shall mean advancement to a higher job classification. A job classification shall be deemed to be "higher" when it carries a higher scheduled wage rate.

(C) (1) When an employee becomes permanently unable due to sickness or injury to perform the duties of his job classification, he shall be assigned to another job which he is able and qualified to fill, by mutual consent between the Company and the Union. In such cases the posting procedure will be waived. This assignment shall appear on the next posting notice.

(2) When an employee with fifteen (15) years or more service with the Company becomes permanently unable to perform the duties of his job classification, due to on-the-job injury or illness (excluding alcohol or drug related illnesses), he will be assigned to another job which he is able and qualified to fill by mutual consent between the Company and the Union, with no reduction in pay. Once the rate for his assignment has been determined, it shall not be subject to any general wage increase until such time as the regular rate for his new classification reaches or exceeds the rate so determined above.

### ARTICLE III

(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. The application of this section is not intended to conflict with Article III, Section 3 (A).

(2) Time worked by employees in the classification of Tractor-Trailer Operator after December 18, 1977, will not be considered in the seniority of such employees when applying for vacancies in other positions in the Stores Department.

(E) Along with other qualifications, for an applicant to be considered for the positions of Master Mechanic, Chief Electrician, Chief Instrument Mechanic, Chief Control Technician, Chief Laboratory Technician, Chief Nuclear Health Physics Technician, Chief Nuclear Chemistry Technician, Chief Nuclear Technical Support Technician, Chief Nuclear Electrician, Nuclear Master Mechanic, and Chief Nuclear Operator, he must have held, for at least one (1) year with the Company, the Journeyman position in the progression for which he is applying.

(F) In a new generating facility, employees may bid out of the facility, but may be held in their old position for up to six (6) months after commercial operation. During this period they shall receive any wage increase that is due.

(G) Laborer (A) – Production, Laborer (A) - Nuclear and Nuclear Building Servicemen may be assigned to work without regard for seniority in the various maintenance shops and on operations in power plants as a part of their training. The accumulated assigned period shall not exceed six (6) months.

## **ARTICLE III**

### **Section 4**

All job vacancies shall be filled from the present personnel of the Company whenever possible. At the time of selection, an employee shall be qualified to perform the duties of the job classification for which he is selected. However, he shall be given a reasonable time, not exceeding thirty (30) working days, in which to acquaint himself with the new job or location and prove his ability to handle the job satisfactorily. Should an employee during such trial period fail to satisfactorily carry out the duties and responsibilities of the new job, he shall be returned to his former job without loss of seniority. Thirty (30) working days shall mean thirty (30) scheduled working days after the employee is given responsibility for the new job and the applicable wage rate. An applicant selected for a Chief position, Master position, Working Foreman position, Assistant Load Dispatcher position, Distribution Dispatcher position, all classifications in Transmission Construction, Substation Construction and System Protection and Control, Plant Operator, and Assistant Plant Operator will have necessary time up to a maximum of ninety (90) calendar days in which to prove his ability to handle the job satisfactorily. Plant personnel transferring from one plant to another will have necessary time up to a maximum of ninety (90) calendar days in which to prove their ability to handle the job satisfactorily, except for Plant Operators and Assistant Plant Operators who will be allowed up to a maximum of one hundred eighty (180) calendar days. In the filling of regular or temporary vacancies for the Serviceman position, seniority will be respected.

### **Section 5**

An employee who transfers from one department to another will have his seniority re-established as of the date of transfer. An employee who transfers to a department in which he had previously worked shall be given credit for the seniority he formerly held in the department to which he returns.

### **Section 6**

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

### **ARTICLE III**

application, actual moving expenses incurred in moving shall be paid by the Company, or, at the employee's option, the Company will pay fifteen hundred dollars (\$1,500.00). If an employee is required to move because of a promotion for which he has made application, the Company will pay actual moving expenses up to a maximum of fifteen hundred dollars (\$1,500.00). 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.

#### **Section 7**

(A) All job vacancies in all classifications, regular, and contingent assignments shall be posted on the proper bulletin board 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.

(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, Florida Power Corporation, St. Petersburg, Florida, for the job that is open. Application shall be made through United States mail and postmarked not later than midnight ten (10) calendar days after date of posting. 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.



### ARTICLE III

(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. 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.

(F) Names of employees selected to fill job vacancies will be posted each week on the bulletin boards where job vacancies are posted.

(G) An employee who bids on a job vacancy and is selected will be considered as accepting and will be transferred to the new position as promptly as is practically possible. The employee may decline from the selection if there are extenuating circumstances or if the employee becomes the senior qualified bidder for a job vacancy that appears within one Posting Notice of the vacancy for which he was selected. Extenuating circumstances are hereby defined as a serious illness or death in the employee's immediate family, or if the employee becomes seriously ill. If he declines the job for the reasons described above or is selected within one Posting Notice, or bids back and is selected for his previous vacancy, the Company shall proceed promptly to fill the posted vacancy from the remainder of the list of applicants without reposting the vacancy, provided there is an applicant qualified to fill the job. When a progression is posted and the progression is broken and re-instated due to the above, the Company shall proceed promptly to fill the posted progression of vacancies from the original list of applicants without reposting the progression, provided there are applicants qualified to fill the job.

(H) If no application is received from an employee qualified to fill the job or vacancy during the posting period, the Company shall have the right to fill the job from any available source within a period of one hundred and twenty

### **ARTICLE III**

(120) days after the expiration of the posting period, at which time the Company will notify the Local Unions of the name of the person selected to fill the job permanently. If the job is not filled in the above manner, it will then be reposted.

(I) If no qualified person is available to fill a posted vacancy in a Field Meter Technician classification, the Company may post a Meterman vacancy, with the understanding that the person designated to fill such posted vacancy will automatically progress into the Field Meter Technician classification provided he qualifies within one (1) year. In the event he fails to qualify within one (1) year, he shall vacate the classification and exercise his rights under Article III, Section 8 (A). The Company shall repost the higher classification as provided in this paragraph.

#### **Section 8**

(A) In the reduction of forces, or where a job in a classification is discontinued at a location, all lay-offs, demotions or adjustments resulting therefrom, shall be made in inverse order of seniority of the employees in the respective departments except where provided for in other sections in this agreement, provided the employee has the ability to perform the work. An employee will be permitted to use his departmental seniority to obtain a job in a higher classification, where he had previously worked in the classification on a regular or contingent assignment. Special Maintenance, designated by "SM" in Exhibit "A," shall not be considered as a higher classification in the application of this Article. Classifications listed under Nuclear Operations in Exhibit "A" which have an equivalent classification under Fossil Operations are not considered as a higher classification in the application of this Article. Seniority retained in a former department may not be used in his present department for any purpose. However, in the case of lay-off due to lack of work in his present department, such retained seniority may be used in the former department as his protection against lay-off. Upon receiving notice that his job is to be abolished, the employee shall within ten (10) days of receipt of notice, notify the Company of his wishes as to assignment.

### ARTICLE III

(1) All regular employees who are laid off shall be offered severance pay equivalent to two (2) weeks pay for every year of service to the Company. An employee with less than one (1) year of service shall be offered two (2) weeks pay. An employee who accepts the severance pay waives the rights provided in paragraph (B).

(2) In the event that a Bargaining Unit employee is assigned to another position in another seniority group, under the conditions of Article III, Section 3 (C) (1) or Article III, Section 3 (C) (2), the employee will be allowed to use accumulated Bargaining Unit seniority as protection against lay off in the department to which he has been assigned. Accumulated seniority shall be defined as the employee's total Bargaining Unit seniority.

(3) 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 time 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.

(B) In the event of a reduction in force, regular full-time employees will be offered the opportunity to replace temporary or casual employees, in the same department, provided they are qualified, as protection against lay-off.

If a facility is to be closed, the Company shall notify the Union at least sixty (60) days in advance.

An employee who has been laid off due to lack of work shall be considered in the same manner as though he had applied through the posting procedure, for any opening which occurs within two (2) years immediately following the lay-off, in a classification that he may be qualified to fill, provided he has made application to the Company in writing for reinstatement in such classification. Laid off employees who are beyond the two (2) years lay-off period will have additional seniority restored up to three (3) years if rehired.

## ARTICLE III

(C) When an employee enters military service, his job will be posted on a regular basis. When such an employee returns from military service, he will resume the job to which he is entitled under the law and may replace the employee in that job classification at that location having the least departmental seniority.

### Section 9

Employees may be working in lower classifications who are competent to handle work in higher classifications; however, the number of jobs in each classification is limited by the amount and nature of the work to be done, and promotions to higher classifications can only be made when vacancies occur or when additional employees are required in the higher classifications due to expansion of work.

### Section 10

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

An employee transferring from the Bargaining Unit after December 21, 1971, shall accumulate no more than four (4) years additional seniority, but in no case shall he accumulate more additional seniority than he held when leaving the unit. An employee who transferred from the Bargaining Unit prior to December 21, 1971, shall not continue to accumulate additional seniority after December 21, 1975. An employee who transfers from the Bargaining Unit after December 11, 1983, shall accumulate no more than two (2) years additional seniority, but in no case shall he accumulate more additional

### ARTICLE III

seniority than he held when leaving the unit. An employee who transfers from the Bargaining Unit after December 4, 1988, shall accumulate no additional seniority.

#### Section 11

(A) An employee promoted to a higher job classification within his regular line of progression shall be paid not less than the minimum rate for the job classification to which he is promoted, or one (1) full step in the higher grade job above his present rate with a minimum of five cents (\$0.05), whichever is greater, provided, however, that he shall be given full credit for the time that he has worked in the higher classification with the Company on a regular or contingent basis. An employee promoted to a higher classification other than his regular line of progression shall be paid the highest rate to which his previous experience in such job with the Company on a regular or contingent basis entitles him.

(B) When an employee is demoted or bids to a lower paid job classification, he shall be paid the highest rate within the rate range to which his previous experience in the lower job, or a higher job in the same line of progression, either on a contingent or regular basis, entitles him.

(C) When an employee is rolled or reassigned to a lower paid job classification, he shall be paid the highest rate within the range for the lower job.

#### Section 12

(A) (1) When the regular Foreman is absent, management reserves the right to determine whether the nature of a particular assignment requires a Temporary Foreman. Management will choose the replacement.

(2) In the absence of the Stores Supervisor for up to five (5) days, the Storekeeper I will direct the routine work of the Assistant Storekeeper. If the absence is for over five (5) days, the upgrade shall be to Storekeeper II unless a temporary Supervisor is appointed. If the Supervisor is absent for over five (5) days, the upgrade to Storekeeper II shall be retroactive to the Supervisor's initial absence.

### **ARTICLE III**

(3) In the absence of the Storekeeper II in an unsupervised storeroom for up to five (5) days, an Assistant Storekeeper will be upgraded to Storekeeper I. If the absence is for over five (5) days, the upgrade shall be Storekeeper II.

(4) Work parties of three or more Assistant Storekeepers away from a storeroom location for up to ten (10) days will be under the direction of a Storekeeper I. If over ten (10) days, a Storekeeper II will direct the group. Work parties out of the Wildwood Central Storeroom will be directed by the senior qualified Wildwood employee even when working with employees from other Storerooms.

(5) When an Assistant Storekeeper is called out for unsupervised work, he shall be paid the Storekeeper I rate of pay.

(B) (1) If an employee is temporarily assigned to a higher job classification covered by this agreement, for one (1) hour or more, except as provided under Article III, Section 12 (B) (2), he shall be paid not less than the minimum rate established for the classification to which he is assigned or one (1) full step in the higher grade job above his present rate with a minimum of five cents (\$0.05), whichever is greater. The employee who has had previous experience in the job with the Company shall be paid at the higher rate to which his previous experience entitles him. The senior available employee regularly assigned in each location who is qualified to do a good, workmanlike job will be given such temporary assignment.

(2) On call-outs and prearranged overtime, an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification.

(C) When an employee is temporarily assigned to a higher job classification, all time off with pay during such assignment except vacation and sick leave shall be paid at the wage rate for the higher job classification. Vacation and sick leave with pay shall be paid at the rate of his regular job classification. Hours worked during the maintenance week of a plant operating employee who has been temporarily assigned to a higher job classification will be paid at the rate of the higher classification only if he

### ARTICLE III

worked at the higher classification his last working day prior to the maintenance week and he is expected to continue temporarily in the higher job classification after the maintenance week. Any employee temporarily assigned to a higher job classification will continue the higher rate of pay while attending Fire Brigade training.

(D) An employee temporarily assigned to other work which normally carries a wage rate lower than that at which he is being paid shall suffer no reduction in his rate of pay.

(E) (1) When a temporary assignment to be filled for ninety (90) days or more, or any such resulting vacancies, such assignment or resulting vacancies which need to be filled, will be posted on a contingent basis. When contingent assignments end, or if such job or jobs are posted on a regular basis, contingent assigned employees shall return to their previous regular jobs.

(2) Employees filling jobs on a contingent basis shall be paid at the contingent job rate for all hours off with pay, such as sick leave, vacations, holidays, jury duty and any other time for which the employees are entitled to be paid.

(3) Contingent assignments into another department will be considered the same as regular assignments, in respect to adjustments of seniority dates.

(F) On the regular schedule, when the Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, Chief Control Technician, Chief Fuel Equipment Operator, Chief Health Physics Technician, Chief Nuclear Chemistry Technician, Chief Nuclear Technical Support Technician, Chief Nuclear Electrician and Nuclear Master Mechanic leading the work of two (2) or more men is absent from the plant, the senior qualified Journeyman under his direction will be temporarily assigned to the higher classification. When a crew of three (3) or more journeymen or apprentices of the same craft is working on call-outs or prearranged overtime, and the Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, or Chief Fuel Equipment Operator normally leading

## **ARTICLE III and ARTICLE IV**

their work is not in the plant, the senior qualified Journeyman will be temporarily upgraded to the higher classification. It is understood that this does not require more than one upgrading in each of the above classifications at a given time.

(G) When three (3) employees are on the job for two (2) hours or more, and the Fuel Technician Supervisor is off duty, the senior Fuel Technician on duty will be upgraded to Lead Fuel Technician and paid thirty-five cents (\$0.35) per hour above the top wage bracket of Fuel Technician.

### **ARTICLE IV**

#### **Holidays**

##### **Section 1**

(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

(B) If a holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by shift employees in any department, who will observe the holiday on the day on which it falls.

##### **Section 2**

All employees shall receive holidays with pay for the holidays specified in Section 1 of this Article. If a holiday falls on the employee's day off, he shall be allowed eight (8) hours, ten (10) hours or twelve hours pay, depending on his schedule, at straight time rates or a day off within a reasonable time at the option of the employee, for which he shall be paid eight (8), ten (10), or



## ARTICLE IV and ARTICLE V

twelve (12) hours depending on his schedule) at his straight time rate, plus premium pay at one and one-half (1 1/2) times his straight time rate for all hours he is required to work on said day. The day off shall be at a mutually satisfactory time.

The floating holiday is to be a day selected by the employee mutually agreeable to both the employee and the Company.

### Section 3

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. Call-outs are subject to minimum call-out provisions of this agreement.

## ARTICLE V

### Vacations

#### Section 1

(A) A regular employee, who has completed his probationary period, shall be given one (1) week vacation if employment with the Company commenced between July 1 and December 31, both inclusive of the previous year and has been continuous. If employment with the Company commenced on or before June 30 of the previous year and has been continuous, two (2) weeks vacation shall be allowed. Regular employees who have attained five (5) years or more of service but less than fourteen (14) years of service in that calendar year, shall be entitled to three (3) weeks of vacation in that year. Regular employees who have attained fourteen (14) years or more of service but less than twenty-four (24) years of service in that calendar year shall be entitled to four (4) weeks of vacation in that year. Regular employees who

## **ARTICLE V**

have attained twenty-four (24) years or more shall be entitled to five (5) weeks of vacation in that year and each year thereafter. At the option of the employee, one (1) week of vacation may be carried over into the following year.

(B) A week of vacation shall consist of any seven (7) consecutive days for which the employee involved shall be paid his regular wages based on forty (40) hours per week. An employee's off-scheduled days that fall within the seven (7) consecutive days shall be recognized and respected as part of his vacation period.

(C) If a holiday occurs during an employee's vacation period, he shall be granted an additional day of vacation, at the beginning or end of his vacation period.

### **Section 2**

It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. In arranging vacations, seniority with the Company will be given preference. Employees may take their vacations in weekly periods of seven (7) consecutive days. Consecutive weeks are considered as one vacation period for scheduling preference. Vacations of less than one (1) week shall be so arranged as to be mutually convenient to both the employee and the Company. A vacation schedule for each year shall be established not later than March 31. Employees who have not indicated their vacation preferences by March 15, shall be given preference for available vacation periods on a first-come basis. It is understood and agreed that vacation periods may be changed by mutual consent between the employee and the Company at any time. Prior to March 15, employees may indicate their vacation choices in numerical order of preference by writing the appropriate numerals in the designated blocks for each vacation period; i.e., #1 for first choice, #2 for second choice, etc. First choice selections are determined solely by seniority. Subsequent choices are determined by numerical order; seniority will prevail in the event of identical numerical choices for the same period. Vacation can be taken any time between January 1 and December 31.

## **ARTICLE V and ARTICLE VI**

### **Section 3**

(A) An employee will not be required to work during his assigned vacation period except during an unusual emergency. If required to work scheduled hours, he shall receive his vacation pay and, in addition thereto, he shall be paid at one and one-half (1 1/2) times his regular straight time rate for all such hours worked. If required to work off-schedule hours, he shall be paid at two (2) times his regular straight time rate for all such hours worked. At the employee's option the employee may forego his/her vacation pay and be allowed to reschedule his/her vacation at a mutually convenient time to both the employee and the Company.

(B) Should an employee be recalled for emergency duty while on vacation, the Company will pay all necessary expenses which he may incur as a result of such recall.

### **Section 4**

If an employee's employment is terminated, except for discharge or quitting without notice, he shall be granted the vacation pay to which he would have been entitled during the year.

## **ARTICLE VI**

### **Hours of Labor and Overtime**

#### **Section 1 – Working Periods – Variations**

(A) In order to furnish continuous service to the public, there must be certain variations in working periods, and in such cases employees will work on definitely assigned and posted schedules.

(B) Nothing in this Article shall be construed to prevent the assignment of any employee to do work outside scheduled hours at overtime rates.

(C) When an employee is not required to perform the duties of his job classification, he may be reassigned on a temporary basis to any work in

## ARTICLE VI

that plant for which he is qualified, as long as all applicable conditions of the agreement are complied with.

### Section 2 -- Schedules of Work

(A) Employees shall be designated as Shift, Scheduled, and Non-Shift employees.

#### (B) Shift Employees

(1) Shift employees are marked in Exhibit "A" of this agreement with the symbol "SH," shall work five (5) eight (8)-hour days per workweek, consecutively where possible.

(2) Where the job is operated twenty-four (24) hours per day, seven (7) days per week, including Sundays and holidays, the regular workweek shall consist of eight (8), ten (10) or twelve (12) hour shifts. Any 12 hour shift schedule will apply only to shift (SH) employees and may only be implemented upon a "50% plus one" vote of all regular bargaining unit employees voting in the respective shop. After that time, employees may elect to return to their previous schedule by a vote of "50% plus one" of all regular bargaining unit employees voting in the respective shop. For the purposes of the 12 hour shift schedule, affected employees shall be allowed to vote to get on and vote to get off once per contract year. The SH employees in the following work groups at the Nuclear Plant are considered one shop for purposes of this paragraph: Operations, Health Physics and Chemistry. The workweek ends for the shift ending nearest midnight Sunday and the succeeding workweek begins immediately thereafter. The eight hour shift schedule shall consist of: 12 midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight. Shift employees in plants on cyclic operation may be assigned to work one (1) or two (2) or three (3) eight (8)-hour shifts per day, scheduled from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.; or one (1) or two (2) ten (10)-hour shifts, at Management's option, between the hours of 4:00 a.m. and 11:00 p.m., unless otherwise mutually agreed to by the Company and the Union. Hours shall be consecutive. Other than the above schedule of hours may be set up, if requested by a two-thirds majority of the affected employees. Such request shall be in writing, signed by the employees making the request and shall be

## ARTICLE VI

restricted to one (1) complete change during a contract year. Shift employees shall not be scheduled to work a regular straight-time schedule that requires them to work more than one hurry-back (that is, work eight (8) hours, be off eight (8) hours, and work eight (8) hours) at their straight-time rate per workweek. An additional Dispatcher may be scheduled for an eight (8)-hour shift as required at hours other than those specified in this paragraph. Schedules shall be posted and so arranged that work periods and days off shall be rotated.

(3) When operating employees in the Production Department are working on maintenance, they will work the same regular daily work schedule as the regular maintenance employees. However, they may be reassigned to operating shifts as required. Reassignment to the 8 a.m. to 4 p.m. operating shift at straight time may be made without notice. Reassignment to other operating shifts will be at overtime rates unless twenty-four (24) hours notice is given.

(4) When Operating employees in the Production Department are working a four (4) shift schedule and are reassigned from their normal shift to other operating shifts for less than five (5) consecutive days, exclusive of upgrades, they will receive premium pay for all hours worked on the other operating shift.

(5) If Operating employees who have Saturday and Sunday as off-scheduled days on the weekly schedule are rescheduled, exclusive of upgrades, to fill a vacant shift created by the temporary assignment of another Operating employee to a non-bargaining unit position, they will be paid premium time (time and one-half) for the hours worked on Saturday or Sunday.

### (C) Scheduled Employees

Scheduled employees as marked in Exhibit "A" of this agreement with the symbol "S" shall work as follows. (NOTE: Five (5) eight (8)-hour days and four (4) ten (10)-hour days shall be designated by 5-8s and 4-10s, respectively.)

## ARTICLE VI

(1) Troublemens 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. Troublemens will be paid an additional thirty-five (\$0.35) cents per hour for all hours paid. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(2) Substation Operation Department employees shall be scheduled 5-8s, Monday through Saturday. If directly supporting a Construction or Maintenance crew, Substation Operation employees can be scheduled in accordance with the department they are supporting, which can include 4-10s between the hours of 6:00 a.m. to 11:00 p.m.

(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.

(4) Stores Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option. Schedule shall be Monday through Saturday, between the hours of 6:00 a.m. to 9:00 p.m., in all headquarters except Wildwood where coverage may be from 6:00 a.m. to 11:30 p.m. Stores Department employees assigned to the Production Department may be scheduled in accordance with the work schedule of that facility. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(5) Instrument Mechanics, Instrument Mechanic-Water Analysts, Water Analysts, Laboratory Technicians, Assistant Laboratory Technicians, Combustion Turbine Technicians and Process Technicians shall be scheduled 5-8s, exclusive of meal time, per workweek between the hours of 6:00 a.m. and 6:00 p.m., or eight (8) consecutive ten (10)-hour days, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m.,

## ARTICLE VI

Thursday through Thursday, with the subsequent Friday through Wednesday off.

(6) 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. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(7) Special Line Crews shall be scheduled either 5-8s or 4-10s at Management's option, exclusive of meal time, Monday through Saturday, provided that the hours of work shall be between 6:00 a.m. and 9:00 p.m. (daylight savings time), except on Saturday, hours shall be between 6:00 a.m. and 6:00 p.m., starting no earlier than May and ending during October, and between 6:00 a.m. and 6:00 p.m. Monday through Saturday starting during October.

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 Monday through Friday or Tuesday through Saturday schedules shall not be made more than once in any six (6) month period, except as provided in Item 65, point 4, page 11 of the 1994 Memorandum of Changes and Item 73, page 22 of the 1996 Memorandum of Changes, regarding split schedules for five (5) or six (6) day coverage. 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. Except in emergencies, Special Line Crews will not perform routine maintenance or construction work after sundown.

## ARTICLE VI

All employees, when scheduled to work on Special Line Crews, shall receive seventy-five cents (\$0.75) per hour additional.

It is agreed that not more than a maximum of thirty-five percent (35%) of the total number of Line Department positions at a location 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) 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).

(8) All non-operating employees in the Production Department may be scheduled to work three (3) eight (8)-hour shifts, 11:00 p.m. to 7:30 a.m., 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., per day for five (5) consecutive days, Monday through Saturday; or two (2) eight (8)-hour shifts, the regular starting time of the first shift will be between 6:00 a.m. and 8:00 a.m., and between 2:00 p.m. and 3:30 p.m. for the second shift, per day for five (5) consecutive days, Monday through Saturday; or in accordance with Article VI, Section 2 (D); or one (1) or two (2) ten 10-hour extended shifts for a minimum of five (5) or more consecutive work days, the regular starting time of the first shift will be between 6:00 a.m. and 8:00 a.m., and the second shift will be between 4:30 p.m. and 6:30 p.m., Monday through Saturday (rest days or holidays falling within such work period will not be considered as breaking the five or more consecutive work days). Shift differential shall be paid as provided for in Article X, Section 3. Schedules may be changed by giving them twenty-four (24) hours notice of changes in schedule. They shall not be rescheduled more than once each working week. Shifts shall be rotated weekly. This paragraph shall apply to condenser, heat exchanger, air heater cleaning, unit startups or shutdowns, unit outages and to any work that causes a reduction in load capability where the work is expected to continue for five (5) or more days.



## ARTICLE VI

(9) System Protection and Control Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option, Monday through Friday, between the hours of 7:00 a.m. to 6:00 p.m. Seniority will be respected in the assignment of work schedules.

(10) Telecommunications Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 7:00 a.m. and 11:30 p.m. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

(11) Special Maintenance (SM) employees, Production Department, shall be scheduled eight (8)-hour shifts between the hours of 11:00 p.m. to 7:30 a.m., 6:00 a.m. to 6:00 p.m., or 3:00 p.m. to 11:30 p.m., per day for five (5) consecutive days, 11:00 p.m. Sunday to 11:00 p.m. the following Saturday; or ten (10)-hour shifts per day for four (4) consecutive days, at Management's option, between the hours of 6:00 a.m. to 6:00 p.m. Monday through Saturday; or 8:30 p.m. to 7:00 a.m. Sunday through Friday; 3:00 p.m. to 4:00 a.m. Monday through Saturday (rest days or holidays falling within such work period will not be considered as breaking the four (4) or five (5) consecutive work days). Seniority will be respected for the purpose of ten (10)-hour scheduling. Shift differential shall be paid as provided for in Article X, Section 3.

(12) Service Dispatchers shall work five (5) consecutive eight (8)-hour days per workweek, Monday through Friday, between the hours 7 a.m. and 7 p.m.

(13) Special Laboratory Technicians shall be scheduled five (5) eight (8)-hour days per workweek, 7:00 a.m. to 3:30 p.m., exclusive of meal time, 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m., inclusive of meal time with two (2) consecutive days off, or ten (10)-hour days, at Management's option, between the hours of 6:00 a.m. to 6:00 p.m. or 3:00 p.m. to 4:00 a.m. or 8:30 p.m. to 7:30 a.m. Eight (8) consecutive ten (10)-hour days will be scheduled Thursday through Thursday with the subsequent Friday through Wednesday off. Assistant Laboratory Technicians may be assigned to work

## ARTICLE VI

according to the Special Laboratory Technician schedule as needed. Shift differential will apply. Special Laboratory Technicians may be placed on a "backshift" in the following circumstances only: start-ups and shutdowns; outages; condenser leaks (salt leaks); cooling tower chlorination and dechlorination (biocide treatment); chemical cleaning of boilers; chemical upsets which could cause damage to personnel, equipment, or the environment; generator purge or fill; and in other circumstances as determined to be necessary by the Company and agreed to by the union, whose agreement shall not be unreasonably withheld.

(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.

(1) Each of the two (2) work groups which comprise the Meter Department (Meter Operations and Meter Technical Services) shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 7:00 a.m. to 6:00 p.m.

(2) Substation Construction & Substation Maintenance Department employees 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. and 6:00 p.m.

(3) Building Maintenance Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option, seven (7) days per week between the hours of 7:00 a.m. to 9:00 p.m., when working outside a forty (40) mile radius from their regular working headquarters; 5-8s or 4-10s, exclusive of meal time, Monday through Friday,

## ARTICLE VI

at Management's option, between the hours of 7:00 a.m. to 9:00 p.m., when working within a forty (40) mile radius of their regular working headquarters.

(4) Meter Reader-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. R&D Man shall be scheduled 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 8:00 p.m. R&D Man ("S") shall be scheduled 5-8's or 4-10's exclusive of meal time, Monday through Friday, at Management's option, between the hours of 1:00 p.m. to 11:00 p.m.

(5) Air Conditioning Maintenance Department employees 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. and 11:00 p.m.

(6) Each of the three (3) work groups which comprise the Central Repair Department (Transformer Repair, System Tool, and Special Equipment Pool) 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.

### **Section 3 – Workweek**

The workweek for all employees shall be from 12 Midnight Sunday to 12 Midnight Sunday of the following week, except for shift workers, and Special Laboratory Technicians. For shift workers the workweek ends for the shift ending nearest midnight Sunday and the succeeding workweek begins immediately thereafter. The workweek for Special Laboratory Technicians who are working a schedule provided under Article VI, Section 2(C)(13) shall coincide with such schedule so as to provide for forty (40) scheduled hours of work in a single workweek.

## ARTICLE VI

### Section 4 – Overtime Hours

(A) When working an eight (8) or ten (10) 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 eight (8) 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.

(B) When working an eight (8) or ten (10) hour shift, all hours worked, including time to eat meals provided in Article VII, Section 7 (G) (1) and (2), in excess of sixteen (16) consecutive hours of work shall be paid for at double the employee's regular straight time rate of pay. After such period, and upon completion of the work, the employee shall have an eight (8)-hour rest period. 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 after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight (8) consecutive hours of rest.

(C) 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

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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.

(D) When working an eight (8) or ten (10) hour shift, when an employee is required to work eight (8) hours or more on his first regularly scheduled day off, he shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the Company to work the employee on both his first and second regularly scheduled days off.

(E) There shall be no compounding or duplication of payment for any hours worked.

(F) When working twelve (12) hour shifts, all hours of labor over forty (40) hours per week shall be considered as overtime hours and paid for at one and one-half (1-1/2) times the employee's regular hourly wage rate, except as otherwise provided in this Agreement.

(G) There shall be no compounding or duplication of payment for any hours worked.

(H) When working twelve (12) hour shifts all hours in excess of twelve (12) but less than sixteen (16) will be one and one-half (1-1/2) times employees regular hourly wage.

(I) When working twelve (12) hour shifts, all hours in excess of sixteen (16) consecutive hours will be paid at two (2) times the employees regular hourly rate. Should an employee be required to report back for work after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight (8) consecutive hours of rest.

(J) When working twelve (12) hour shifts, 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

## ARTICLE VI

schedule is not given will be paid at one and one-half (1-1/2) times the employees regular hourly rate.

(K) When working twelve (12) hour shifts, 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 (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.

(L) When an employee is required to work eight (8) hours or more on his first regularly scheduled day off, he shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the Company to work the employee on both his first and second regularly scheduled days off.

(M) Scheduled days off are broken into twenty-four (24) hour periods. Example: A scheduled day off is defined as the first twenty-four (24) hours after completing the last scheduled work day for that cycle. Following the first day scheduled day off, the next twenty-four (24) hour period is defined as the second scheduled day off and this system will continue. (Example: On a seven-day break the scheduled days off would be 1, 2, 1, 2, 1, 2 and 1).

## ARTICLE VI

### Section 5 – 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.

(B) When prearranged overtime construction or maintenance work is scheduled to be performed on a holiday or on scheduled days off, at least four (4) hours of work will be provided at the applicable overtime rate of pay. If an employee is required to report for any other prearranged overtime work, he shall be paid the same minimum as that applicable to a call-out.

(C) The Union and the Company recognize that timely response to emergent call-outs is critical in order to meet customer requirements in Energy Delivery. 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 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. 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. 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.

## ARTICLE VI

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 Operation Center or Transmission show-up will remain on the Weekend On-Call Schedule for 12 months. 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.

Local 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 the Weekend On-Call Schedule will not be placed onto the Weekend On-Call Schedule for 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 the On-Call supervisor or the Company will provide them a pager or cell phone. Employees must respond within fifteen (15) minutes



## ARTICLE VI

after being called or paged. Employees must report to work within sixty (60) minutes 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.

### **Section 6 – Distribution of Overtime**

(A) 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 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)

## ARTICLE VI

by the current overtime list at the respective work headquarters. This does not apply to continuation of work.

(B) When an employee is temporarily assigned to a higher classification for several consecutive days, he will assume the overtime of the high man in the higher classification at his location as of the date of transfer. When he returns to his regular classification, the overtime he made while assigned to the higher classification will be added to the record of his overtime in his regular classification.

(C) 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.

(D) Every year starting on the effective date of the 1996 Exhibit "A" of this agreement, posted overtime in each classification at the respective headquarters of each Bargaining Unit employee will be revised by bringing each employee in each classification to zero. When an employee is promoted to or transferred into another classification, or a new employee is hired, he will assume overtime hours equal to that of the high man in the classification at that location. When classifications are zeroed, names will be listed in the same order as on the previous listing.

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

(F) The distribution of overtime provisions above shall not apply when it is known that a Journeyman will be called out and upgraded to Working Foreman, in which case the senior qualified Journeyman at the headquarters will be called.

## **ARTICLE VI and ARTICLE VII**

### **Section 7 – Stand-by and On-call Time**

(A) Hours worked shall include time that the employee is required to "stand-by" at a designated place prepared to go to work, and such time shall be paid at the applicable overtime rate.

(B) It is understood that all employees shall be subject to call and, if requested, shall keep their headquarters informed as to where they may be reached. Such time is not to be considered as hours of work and is not to be paid for.

### **Section 8 – Company Meeting**

Any employee required to attend a Company meeting on his off hours shall be paid for the hours spent in attending such meetings, or minimum call out requirements, whichever is greater. In the event an employee is required to attend a Company meeting immediately preceding his normal starting time, or is required to attend a Company meeting immediately following his normal quitting time, the employee shall be paid for actual hours required to attend such meeting.

### **Section 9 – Trading Work Periods**

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

## **ARTICLE VII**

### **General Working Conditions**

#### **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.

## ARTICLE VII

(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) 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

## ARTICLE VII

Mechanic," and paid fifty cents (\$0.50) 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.

### **Section 2 – Apprentices**

(A) It is agreed that there shall be no more than one (1) Apprentice to each Lineman in the Line Department (including Serviceman), Electrician in the Substation Department, Mechanic in the Fleet Services Department, and Journeyman level employees in the Production Department.

(B) **Substation Electrician Apprentice and Line Apprentice classification only.**

Beginning classifications will be Lineman Apprentice or Substation Electrician Apprentice and consist of eleven (11) steps.

During the first three steps, Apprentices will not work on energized lines or equipment. After receiving proper training they can climb poles and work on de-energized lines or equipment with direct supervision.

During the fourth step, Apprentices may work on de-energized lines or equipment with indirect supervision. With direct supervision, Apprentices may work on energized lines or equipment up to a maximum of 500 volts, and after being properly instructed, may work from an aerial basket.

During the fifth and sixth steps, 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 a Journeyman is on the job site.

During the seventh step, Apprentices may work on any energized lines or equipment without supervision, when in the opinion of the supervisor it is safe for them to do so. They will be upgraded to Lineman or Electrician when performing such work.

Apprentices must be capable of performing work on energized lines and equipment without direct supervision to be considered for upgrade.

## **ARTICLE VII**

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

Indirect supervision shall be defined as working within sight and sound of a Journeyman.

### **Section 3 – Employees' Addresses**

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

### **Section 4 – Absent Notice**

As soon as practicable after an employee knows that it will be necessary for him to be relieved from duty, he shall notify his supervisor. When an employee has been relieved of duty, he shall notify his supervisor as much in advance as possible of the date on which he will return to regular duty.

### **Section 5 – Telephone**

When an employee is subject to receiving calls from the public due to residence telephone number being listed in the telephone directory under the Company's name or there is no Florida Power listing in the local telephone directory, the expense of the monthly base rate for a single standard telephone shall be borne by the Company.

### **Section 6 – Headquarters – Traveling Crews**

(A) For traveling crews, regular headquarters will be established which are not to be changed at intervals of less than six (6) months, and then only after thirty (30) days' notice. This paragraph does not apply to the Production Department.

(B) All System Maintenance Crew supervised work will constitute a single separate headquarters at the work location. All plant supervised work will belong to the plant headquarters at the work location.

## ARTICLE VII

### Section 7 – Board and Lodging – Meals

(A) When employees are required to be away from their headquarters overnight, the Company will furnish board and lodging. Normally, when working within a forty (40) mile radius, they will be returned each day to their headquarters; provided, however, employees working within forty (40) miles of their headquarters will be returned at least every third day. Such employees will be transported on their own time to and from the eating place for the noon meal when not more than ten (10) minutes travel time each way is involved. The work period will be extended for the time required in excess of the regular meal period.

(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.

(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.

(D) When employees take their lunches, the lunch period shall be one-half (1/2) hour when requested by a majority of the employees in the crew or group.

(E) When an employee is called out in an emergency and misses a meal thereby or if while on emergency or prearranged work he needs a meal which he would not normally need if not called out for work, the Company will provide or pay for the meal. This provision does not apply to noontime lunches during prearranged work.

(F) The lunch period of Non-Shift and Scheduled employees shall begin not later than one (1) hour after they customarily start their lunch period. Where it is impossible to comply with the above, the employee shall be paid at

## ARTICLE VII

the applicable overtime rate for the normal lunch period and, as soon as the emergency is over, shall be given time off to eat his lunch, not to exceed one-half (1/2) hour, without loss of regular pay.

(G) (1) When employees are required to report for work one and one-half (1 1/2) hours or more before regular starting time, they will have such meals as they customarily eat before going to work paid for by the Company and lunch where the employees normally bring their lunch. When the work continues past the regular starting time, the employees shall be allowed time off with pay not to exceed one-half (1/2) hour to eat, except Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty.

(2) When work continues one and one-half (1 1/2) hours or more after regular quitting time, (i.e., eight (8) hours after regular starting time exclusive of meal time), employees will have their next meal paid for by the Company provided the extended work period has prevented the employees from obtaining their next meal in their usual manner. When an employee is required to work past his meal time as specified above, he shall be provided a meal by the Company as soon as reasonably possible and be paid at his overtime rate for the time required to eat it, not to exceed one-half (1/2) hour. If the work continues, additional meals will be paid for and time to eat them as specified above after each five (5) hours of work. When employees are scheduled to work ten (10)-hour extended workdays, the newly scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph; provided, however, if an employee is required to work one-half (1/2) hour or more beyond the ten (10) hours, he shall be entitled to meals and pay for time to eat them as provided above.

(3) For twelve (12) hour shifts, when work continues one-half (1/2) hour or more after regular quitting time, employees will have their next meal paid for by the Company provided the extended work period has prevented the employees from obtaining their next meal in their usual manner. When an employee is required to work past his meal time as specified above, he shall be provided a meal by the Company as soon as reasonably possible



## ARTICLE VII

and be paid at his overtime rate for the time required to eat it, not to exceed one-half (1/2) hour. If the work continues, additional meals will be paid for and time to eat them as specified above after each five (5) hours of work. When employees are scheduled to work twelve (12) hour workdays, the scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph.

(H) Reasonable effort will be made to observe the employees' normal meal time.

(I) All meal provisions of this agreement shall apply on the employees' off-schedule days, in the same manner as on regularly scheduled workdays.

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive \$12.75 per meal on the next regular paycheck. Reasonable effort will be made to provide the earned meal(s) to the employee upon request.

(K) Meals and lodging furnished by the Company as a requirement of this agreement shall be free of charge to the employees; provided, however, that the employee will pay such taxes as are required by the Internal Revenue Service.

### **Section 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 considers to be unsafe for him to perform unless it is work that is normally performed by employees in his job classification in the Company.

(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.

(2) It is agreed that the establishment and enforcement of safety rules and regulations and the responsibility under the Occupational Safety and Health Act is management's responsibility.

## ARTICLE VII

(B) In the handling of all work, superintendents and foremen are required to see that a sufficient number of skilled workers are assigned to the job, equipped with the necessary safety devices to do the work properly and safely, as outlined by the Company's Safety Rules.

(C) Where overhead line, underground, or substation work is of an especially hazardous nature, at least two (2) Journeymen shall be assigned to the work. In the event an employee finds any work to be unsafe for him to perform, he is expected to request qualified assistance. Whenever practicable, circuits shall be opened and grounded.

(D) The Troubleman classification will be filled by Linemen or Servicemen. Such men will be trained for a sufficient period of time to properly acquaint them with the duties involved.

(E) Hot line work will be done by employees properly trained to qualify them to perform such work. Work on energized primary conductors shall not be required during periods when weather conditions are unfavorable for work on energized conductors, except during emergencies.

(F) At least two Journeymen shall be assigned to the work when working on lines or equipment energized at more than 500 volts, including the installation or removing of transformers in a three-phase transformer bank on a pole that has an energized primary conductor and all transformers on a pole having three-phase energized primary conductors in a vertical configuration; except that one Journeyman may restore service or remove immediate hazards to life or property where he can do so without undue hazard to himself. It is understood that the above requirements do not apply to crews engaged in pole hauling, setting or pulling, or aerial basket work.

(G) An employee working from an aerial basket shall be a Journeyman or an Apprentice training under the direction of a Journeyman. During the fourth step, after being properly instructed, Apprentices may work from an aerial basket. All conductors must be de-energized.

## **ARTICLE VII**

During the third step, Apprentices may assist a Journeyman in a double aerial basket on transmission work only. All conductors must be de-energized.

During the fourth step, when working directly with a Journeyman, Apprentices may work on energized transmission lines and equipment from an aerial basket, if in the opinion of the supervisor, it is safe for them to work.

Upgraded Laborers are not considered Apprentices in the application of Article VII, Section 8 (G).

This job assignment shall be offered to the senior employee in each location who is qualified to do a good workmanlike job while working from the aerial basket.

(H) No work will be performed on conductors energized at voltages in excess of 5,000 volts, phase to ground, by the gloved hand method while standing on poles or structures. In this connection, a Journeyman may cover conductors or transfer covered conductors from the pole where he feels he can do the work safely.

(I) Except for on-the-job training in the Transmission section of the Line Department, the barehand method shall be confined to trained Working Foremen and Linemen in the Line Department and Working Foremen and Electricians who volunteer in the Substation Construction and Substation Maintenance Departments. Employees performing live line barehand work shall be trained or have worked live line barehand in the previous twelve (12) months.

In the Line Department and Substation Departments barehand work on overhead construction insulated for 13 KV and below will not be permitted. Other work methods on these voltages are permitted.

(J) Any employee assigned to climb microwave or radio towers or stacks shall, upon his request, be assigned another employee to accompany

## ARTICLE VII

him. An employee will not be required to climb stacks and towers if he has good and sufficient reasons to object to making the climb. His job will not be in jeopardy due to such objection.

### **Section 9 – Work During Rain**

During rain the only line, outdoor substation or exposed underground work to be done shall be that of emergency nature. It will be the policy of the Company to give reasonable consideration to limiting the outside work of other employees when inclement weather conditions exist, providing the nature of the work will permit postponement.

### **Section 10 – Protective Equipment**

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.

### **Section 11 – Replacement of Climbing Tools**

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.

## ARTICLE VII

### **Section 12 -- Coveralls and Replacement of Clothing**

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

### **Section 13 -- FPC to Contract to Work for Other Companies (Non-Emergency)**

(A) Periodically, the Company may contract its outage, maintenance or construction services to plants and facilities owned by other utilities or businesses. To staff the temporary work force assigned to such contract maintenance, the Company will post the positions required and select the senior qualified employee(s) for the temporary work assignment. Contract specifics will be presented to employees with the posting.

(B) Employees selected for temporary assignment outside the Company system will continue to remain Company employees for the purpose of payroll, benefits, and seniority rights for all hours worked. Overtime hours paid outside the Company system will be recorded.

(C) Terms and conditions of employment will remain as outlined in the Memorandum of Agreement between Florida Power Corporation and I.B.E.W. System Council U-8. However, some flexibility to adopt to the host schedule may be required. Known differences will be included in the posting.

(D) When employees are required to be away from their headquarters overnight, they will be reimbursed by the Company for reasonable board and lodging expenses using an accountable plan on a per diem basis, not to exceed the amounts posted in the Federal Register. Board and lodging expenses will be paid in addition to pay earned at the appropriate rate of pay.

## **ARTICLE VII and ARTICLE VIII**

(E) All travel time shall be paid at the straight time rate. For vehicle travel, one (1) hour travel time per fifty (50) miles traveled (8 hours maximum per day) will be allowed. If private vehicle is used, mileage will be paid according to the applicable Internal Revenue Service rates.

### **ARTICLE VIII**

#### **Release of Employees for Union Duties**

##### **Section 1**

Should an employee become Business Manager or Assistant Business Manager for the System Council on a full-time basis or accept a position with the International Brotherhood of Electrical Workers, he shall be granted a leave of absence without pay from the Company, upon due and timely notice. He will retain his rights to retirement benefits and savings plan. He may continue his benefits under the Employees Life Insurance Plan by paying the full premium on his policy. He will retain his rights to the Medical Plan by paying the full premium. During such leave of absence he shall not lose any seniority and, upon application for reinstatement, if filed within thirty (30) days after the expiration of his leave of absence, he shall be reinstated to his former position, or to one as nearly comparable as possible if his former position has been abolished. It is understood and agreed, however, that such an employee must possess the mental and physical ability to do the work to which he is assigned. It is also understood and agreed, that upon his reinstatement, the employee being displaced by him shall be considered to have rolling rights according to Article III, Section 8 (A).

##### **Section 2**

When it will not seriously interfere with the proper operation of the Company's business, the Company agrees to excuse from Company duty without pay any employee whose services are required for Union work, upon written request of the Union at least two (2) days in advance; provided,

## **ARTICLE VIII and ARTICLE IX**

however, that releases of this character shall not exceed thirty (30) working days in any one calendar year, or such longer period as may be agreed upon between the Company and the Union.

### **Section 3**

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. 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) hours 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**

#### **Section 1**

A grievance is hereby defined as violation of the terms of this agreement or a violation of the law governing the employee-employer

## ARTICLE IX

relationship, or any type of supervisory conduct which unlawfully or unjustly denies to any employee his job or any benefit arising out of his job. Such grievance shall be filed as promptly as possible but no later than thirty (30) days after the source or cause of the grievance first becomes known to the employee, except that a grievance in connection with the protest of a job assignment shall be governed by the provisions of Article III, Section 7 (E) of this agreement.

### 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) 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) days after the supervisors written first step response.

(2) Between the Grievance Committee of the Local Union and the supervisor and the supervisor's immediate superior 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. Within twenty



## ARTICLE IX

(20) 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) 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. The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within twenty (20) days after the meeting is held, the Company shall postmark its decision to the System Council Business Manager.

(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 forty (40) 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

## **ARTICLE IX**

be in default and shall forfeit its case. Where both parties are so deemed in default, the party initiating the pending step shall forfeit its case.

### **Section 3**

(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 (3<sup>rd</sup>) member of the Board of Arbitration shall be selected by the Company and the union eliminating six (6) of the persons by alternate strikes. Should the initial FMCS panel be deemed unsatisfactory by either the Union or the Company, the Company will request another FMCS panel of arbitrators who are members of the National Academy of Arbitrators. Should that second panel also be deemed unsatisfactory by either party, the Company will request a third panel of arbitrators who are members of the National Academy of Arbitrators. In such case, an arbitrator from the third panel will be agreed to by the parties. The parties will bear equally the costs of obtaining the FMCS arbitrator panels. The decision of the arbitrator shall be final and binding upon the parties.

(B) In the event one of the parties refuses or fails to comply with the provisions of the above paragraph, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party requesting the arbitration shall forfeit its case.

(C) Each party shall pay the expenses of its own representative on the Board, together with any expense incurred in presenting its own case. The

## **ARTICLE IX and ARTICLE X**

expense of the third (3rd) member of the Board together with necessary incidental expenses shall be borne, share and share alike, by both parties hereto.

(D) The Board of Arbitration shall be governed wholly by the terms of this agreement and shall have no power to add to, subtract from or change its terms. Such Board of Arbitration shall not be authorized to pass on matters which have not been properly brought to arbitration by having gone through the grievance procedure set up in this agreement.

### **Section 4**

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

### **Section 5**

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

## **ARTICLE X**

### **Wage, Wage Administration and Miscellaneous Benefits**

#### **Section 1**

The wages to be paid shall be at the rates stated in the schedule attached hereto, marked Exhibit "A," and made a part hereof. The effective date of the wage schedules shall be December 2, 2002, December 5, 2003

## **ARTICLE X**

and December 3, 2004 as indicated in Exhibit "A." Such wages shall be paid biweekly not later than Friday.

### **Section 2**

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

### **Section 3**

A shift differential will be applicable to employees in classifications designated as Shift in Exhibit "A," certain specified Scheduled classifications, and to employees who temporarily relieve in such classifications. In the application of this paragraph, employees shall receive a shift differential of seventy cents (70¢) per hour for all regular or overtime hours worked between 4:00 p.m. and 12:00 midnight. Employees shall receive a shift differential of ninety cents (90¢) per hour for all regular or overtime hours worked between 12:00 midnight and 8:00 a.m. Shift differential shall not be paid for any time not worked. Shift differential shall not apply to twelve (12) hour shifts.

### **Section 4**

(A) The Company will pay the amount of Fifteen Dollars (\$15.00) 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 Fifteen Dollar (\$15.00) 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 forty (40) 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 Seventy-five Dollars (\$75.00) to the above employees for each day worked at a work location that is outside a forty (40) miles or more radius from their headquarters or if they have no assigned headquarters from their legal residence. However, this payment of Seventy-

## **ARTICLE X**

five Dollar (\$75.00) per diem must comply with all applicable IRS regulations and guidelines.

(B) The Company will pay the amount of Fifteen Dollars (\$15.00) 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 Seventy-five Dollars (\$75.00) to each of these employees for each day worked at a work location other than their home plant. This payment of Seventy-five Dollar (\$75.00) 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 Fifteen Dollars (\$15.00) for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the travelling CTT/CTMO Crew (CT Maintenance Services Employees) for days worked when they are required to show up within a forty (40) mile radius from their legal residences. In addition, the Company will pay the amount of Sixty-five Dollars (\$65.00) to each of these employees for each day worked at a work location that is outside a forty (40) mile or more radius from their legal residence. This payment of Sixty-five Dollars (\$65.00) per diem must comply with all applicable IRS regulations and guidelines.

(D) Casual or Temporary employees in the Production Department will receive Fifty Dollars (\$50.00) for each day worked when assigned to work at facilities outside a fifty (50) mile radius from their legal residence.

### **Section 5**

Bargaining Unit employees will participate on the same basis as Florida Power non-bargaining unit employees in the Employee Cash Incentive Plan

## **ARTICLE X and ARTICLE XI**

(ECIP), as described in the Progress Energy Employee Handbook and the ECIP Summary Plan Description. "Participate on the same basis as Florida Power non-bargaining unit employees" means that the rules for eligibility and administration of the ECIP are the same for bargaining and non-bargaining unit employees. The Company has the right to make changes to the ECIP as long as it does so for both groups. However, any denial of an ECIP payment to a bargaining unit employee shall be done only for sufficient and reasonable cause and only with Department Head approval, and shall be subject to the grievance procedure.

## **ARTICLE XI**

### **Section 1 – Employee Participation Process**

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

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

(A) When a process review team involves Bargaining Unit employees, the System Committee will provide the names of Bargaining Unit employees to the Company for participation in the process.

(B) Teams will not deal with grievances, labor disputes, wages, benefits, rates of pay or otherwise interfere with the terms of the Memorandum of Agreement. All recommendations involving subjects of collective bargaining will be referred to the System Committee for their review and consideration.

(C) The Union shall retain its existing contractual right to grieve joint process actions regarding contractual issues that may inadvertently be addressed by the Employee Participation Process (EPP).

## **ARTICLE XI and ARTICLE XII**

team. The EPP will not conflict with any terms or conditions of this collective bargaining agreement and will not reduce any rights or privileges of the employee or employer.

(D) If the Company and the Union committees both agree that a team recommendation(s) is a subject of collective bargaining, then the two committees agree to negotiate such recommendations without undue delay even if such occurs during the term of the contract or after regular negotiations have commenced. Management agrees that if an impasse is reached in such negotiations, it will not unilaterally implement the recommendation(s) which is the subject of the impasse during the term of this agreement.

(E) Amendments resulting from the application of this section will be placed in effect upon ratification by the Union Membership.

(F) The Union and Company will review this agreement. Either party may withdraw from participation at any time by notifying the other party in writing and shall take effect thirty (30) days from receipt of such notice.

## **ARTICLE XII**

### **Term-Extensions-Modifications**

#### **Section 1**

This is the March 26, 1947, agreement between the Company and the Union as has been heretofore amended from time to time. Such agreement is further amended December 2, 2002, and when signed by the Company and the Union and approved by the President of the Company and the International President of the Union, such amendment shall become effective December 2, 2002. The agreement, as amended, shall remain in full force and effect through December 1, 2005, and from year to year thereafter, subject to changes and termination in the way provided herein.

#### **Section 2**

Either party desiring to change or terminate this agreement must notify the other in writing at least sixty (60) days prior to the expiration date of any

## ARTICLE XII

contract period. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions contained herein shall remain in full force and effect.

### **Section 3 – Legality**

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

### **Section 4**

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

### **Section 5 – Use of Term "Days" in Agreement**

The term "days" as used in this agreement means calendar days unless otherwise specified.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Clearwater, Pinellas County, Florida, this 22<sup>nd</sup> day of January 2003.

**Bill Habermeyer**  
**President and Chief Executive Officer**  
**Florida Power Corporation D/B/A Progress Energy Florida, Inc.**

**FLORIDA POWER**  
**CORPORATION**  
**D/B/A Progress Energy Florida, Inc.**

**and**

**SYSTEM COUNCIL**  
**U-8, IBEW**

**R. Krotseng**  
**Chief Negotiator**

**W. O. Enyard**  
**Business Manager, System Council, U-8**

**B. R. Burgess**  
**C. M. Gates**  
**M. A. Lewis**  
**B. R. Raley**  
**D. L. Roderick**  
**D. W. Sorrick**

**J. L. Adams**  
**D. J. Ascough**  
**C. D. Edenfield**  
**J. J. Faller**  
**M. K. Good**  
**M. J. Murray**  
**J. T. Parisi**

**FLORIDA POWER CORPORATION  
EXHIBIT "A"  
JOB CLASSIFICATIONS AND  
HOURLY RATES OF PAY  
EFFECTIVE DECEMBER 2, 2002**

**Air Conditioning Maintenance Department  
Seniority Group 11**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay						
0019* 0017 (NS)	Air Conditioning Mechanic					22.55	23.92	25.28
0018 (NS)	Air Conditioning Mechanic Apprentice	17.85	18.30	18.77	19.22	19.67	20.15	
0432 **	Laborer - Air Conditioning Maintenance					10.32	10.94	11.56
*	Nuclear Plant only - requires additional 4% above these rates.							

**Building Maintenance Department  
Seniority Group 09**

0851 (NS)	Working Foreman - Building Maintenance					26.33	27.22	
0362 (NS)	Maintenance Mechanic					22.55	23.92	25.28
0494 (NS)	Maintenance Mechanic Apprentice	17.85	18.30	18.77	19.22	19.67	20.15	
0496 (NS)	Maintenance Mechanic Helper		13.64	14.31	14.92	15.57	16.23	
0431 **	Laborer - Building Maintenance					10.32	10.94	11.56

**Central Repair Department  
Seniority Group 14**

Job Classification			Hourly Rates of Pay					
Code # (JCC #)		Job Classifications						
0860	(NS)	Working Foreman - Central Repair	26.33 27.22					
0300	(NS)	Lead Electrician (Special Rate)	26.19					
0038	(NS)	Lead Electrician - CRD	25.79					
0468	(NS)	Lead Maintenance Mechanic						
0299	(NS)	Electrician (Special Rate)	25.68					
0052	(NS)	Electrician - CRD	22.55	23.92	25.28			
0492	(NS)	Maintenance Mechanic						
0968	(NS)	Equipment Operator	17.85	18.73	19.58	20.45	21.27	
0354	(NS)	Electrician Apprentice	17.85	18.30	18.77	19.22	19.67	20.15
0495	(NS)	Maintenance Mechanic Apprentice						
0357	(NS)	Electrician Helper	13.64	14.31	14.92	15.57	16.23	
0498	(NS)	Maintenance Mechanic Helper						
0423	**	Laborer - Central Repair	10.32	10.94	11.56			

**Energy Control Center  
Seniority Group 07**

0367	(SH)	Dispatcher	32.27	32.92	33.48	35.02	
0368	(SH)	Assistant Dispatcher	29.85	30.37	30.79		

**Fleet Services Department  
Seniority Group 08**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay						
0859 (S)	Working Foreman - Fleet Services	26.33 27.22						
0905* 0992 (S)	Fleet Services Mechanic (A)	22.55 23.92 25.28						
0401 (S)	Fleet Services Storekeeper	21.72 22.99 24.26						
0911* 0993 (S)	Fleet Services Mechanic (B)	17.85	18.22	18.58	18.96	19.33	19.71	20.15
0402 (S)	Fleet Services Assistant Storekeeper	13.64	14.31	14.92	15.57	16.23 #	18.16	18.60 19.35
0425 **	Laborer - Fleet Services	10.32 10.94 11.56						

\* Wildwood (System) only

# Progression beyond the 5th step of the Fleet Services Assistant Storekeeper classification will be subject to successful demonstration by testing knowledge of routinely used parts and materials, vendor and manufacturing parts catalogs, stock numbers, inventory control procedures and record keeping.

**Line Department  
Seniority Group 02**

0307 (SH)	Distribution Dispatcher	27.23	27.68	27.94	28.34	28.70	28.98
0308 (SH)	Distribution Dispatcher (Relief)						
0712 (S)	Service Dispatcher	26.33 27.22					
0856 (NS)	Working Foreman - Line						
0857	Working Foreman (SL)						
0731 (NS)	Network Specialist	26.66					

**Line Department, Continued**

Job Classification			Hourly Rates of Pay				
Code # (JCC #)		Job Classifications					
0718	(S)	Serviceman					25.90
0823	(S)	Troubleman					
0358	(NS)	Electrician			23.21	24.57	25.90
0364*	0475	(NS) Lineman					
	0438	Lineman (SL)					
0382	(NS)	Lead Equipment Operator					21.78
0361*	0963	(NS) Equipment Operator		17.85	18.73	19.58	20.45 21.27
	0965	Equipment Operator (SL)					
	0360	(NS) Electrician Apprentice		12.43	13.20	13.98	14.75 15.52 16.29 17.06
0366*	0478	(NS) Lineman Apprentice				17.82	18.60 19.36 20.15
	0439	Lineman Apprentice (SL)					
	0435	(S) Lighting Technician					17.82
0419	..	Laborer - Line				10.32	10.94 11.56

\* System Transmission Construction only

NOTE: Lineman Apprentice who work with Troubleman on Street Light Maintenance schedules outside the hours specified in Article VI, Section 2 (D), will be considered scheduled (S) employees and Article X, Section 3 shall apply.

Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Meter Department  
Seniority Group 03**

Job Classification

Code # (JCC #)		Job Classifications	Hourly Rates of Pay							
0961	(NS)	Meter Technician						27.28	27.80	28.22
0994	(NS)	Field Meter Technician							26.33	27.22
0995	(NS)	Working Foreman - Meter								
0996	(NS)	Meterman	20.56	21.24	21.90	22.55	23.24	23.92	25.28	
0997	(NS)	Dielectric Test Specialist		21.55	21.94	22.36	22.55 #	23.92 #	25.28 #	
0998	(NS)	Meter Worker +						15.16	15.93	16.73
0429	**	Laborer - Meter						10.32	10.94	11.56

# Grandfathered wage rate for employees who are at this rate of pay prior to December 8, 1996.

+ Will shop test single phase meters.

**Meter Reading Department  
Seniority Group 10**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay			
0640 (NS)	R&D Man			20.64	21.06
0217 (NS)	Collector	16.23	17.57	18.91	20.23
0547 (NS)	Meter Reader Collector				
0909 (NS)	Meter Reader	13.04	14.09	15.21	16.44
0910 (NS)	Meter Reader - Temporary*				15.21

NOTE: After proper training, R&D employees may use single phase load break disconnect devices. After proper training, Meter Reader Collectors using single phase load break disconnect devices, will be upgraded for a minimum of one (1) hour.

\* See Item 88 of the 1996 Memorandum of Changes.

**Production Department  
(Fossil Operations)  
Seniority Group 01**

0002 (S)	Chief Control Technician (SM)			27.81	28.13	28.49
0003 (S)	Chief Electrician (SM)					
0904 (S)	Chief Laboratory Technician (SM)					
0971 (S)	Master Mechanic (SM)					
0518 (S)	Turbine Master Mechanic (SM)					

**Production Department  
(Fossil Operations), Continued**

Job Classification			Hourly Rates of Pay		
Code #					
(JCC #)		Job Classifications			
0192	(NS)	Chief Control Technician	27.54	27.86	28.22
0187	(NS)	Chief Electrician			
0080	(SH)	Chief Fuel Equipment Operator			
0191	(NS)	Chief Laboratory Technician			
0197	(SH)	Chief Operator			
0520	(NS)	Master Mechanic			
0524	(NS)	Turbine Master Mechanic			
0908	(S)	Combustion Turbine Technician		27.54	28.22
0908	(SH)	Combustion Turbine Technician			
0586	(SH)	Plant Operator	23.16	24.52	25.88 27.22
0858	(NS)	Working Foreman - Production		26.33	27.22
0907	(SH)	Combustion Turbine Maintenance Operator		25.52	26.19
0801	(S)	Certified Welder Mechanic (SM)			25.91
0517	(S)	Turbine Certified Welder Mechanic (SM)			
0837	(SH)	Lead Fuel Technician			25.63
0181	(NS)	Certified Welder Mechanic			25.59
0255	(NS)	Jet Engine Mechanic			
0523	(NS)	Turbine Certified Welder Mechanic			
0807	(S)	Control Technician (SM)	22.82	24.21	25.57
0809	(S)	Electrician (SM)			
0802	(S)	Mechanic (SM)			
0525	(S)	Turbine Mechanic (SM)			



**Production Department  
(Fossil Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay								
0243 (NS)	Control Technician							22.55	23.92	25.28
0542 (NS)	Electrician - Production									
0375 (SH)	Fuel Equipment Operator									
0835 (SH)	Fuel Technician									
0459 (S)	Laboratory Technician									
0490 (NS)	Maintenance Mechanic									
0526 (NS)	Mechanic									
0737 (S)	Process Technician									
0723 (S)	Special Laboratory Technician									
0522 (NS)	Turbine Mechanic									
0584 (SH)	Apprentice Operator-Apprenticeship Program	14.85	15.94	17.03	18.12	19.21	20.30	21.39	22.47	
0458 (SH)	Apprentice Laboratory Technician - Apprenticeship Program	14.30	15.14	15.97	16.81	17.64	18.47	19.31	20.15	
0488 (S)	Tool Room Maintenance Mechanic (SM)							20.47	22.82	
0595 (NS)	Apprentice Control Technician - Apprenticeship Program	14.30	15.14	15.97	16.81	17.64	18.47	19.31	20.15	
0596 (NS)	Electrician Apprentice - Apprenticeship Program									
0597 (NS)	Mechanic Apprentice - Apprenticeship Program									
0587 (SH)	Assistant Plant Operator	14.85	15.50	16.15	16.77	17.41	18.05	18.68	19.32	
					19.96	20.58	21.24	21.87	22.47	
0627 (SH)	Fuel Handler						20.87	21.35	21.93	
0436 (S)	Instrument Mechanic-Water Analyst						20.87	21.16	21.43	
0258 (NS)	Crane Operator						20.85	21.08	21.27	
0808 (S)	Apprentice Control Technician (SM)		14.54	15.18	15.84	16.47	17.12	17.76	18.43	
0811 (S)	Electrician Apprentice (SM)						19.08	19.72	20.47	
0806 (S)	Mechanic Apprentice (SM)									

**Production Department  
(Fossil Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay						
0078 (SH)	Assistant Fuel Handler	14.85	15.91	16.98	18.03	19.08	20.15	
0021 (NS)	Apprentice Control Technician	14.30	14.92	15.58	16.22	16.86	17.50	18.16
0074 (S)	Assistant Laboratory Technician					18.81	19.43	20.15
0352 (NS)	Electrician Apprentice							
0529 (NS)	Mechanic Apprentice							
0388 (SH)	Fuel Truck Operator						16.37	16.45
0442 **	Janitor				10.46	11.30	12.10	12.99
0420 **	Laborer (A) - Production					12.67	13.29	13.91
0417 ***	Laborer (B)							10.32

NOTE: The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.

**Production Department  
(Nuclear Operations)**

0954 (SH)	Chief Health Physics Technician					28.51	28.94	29.41
0948 (S)	Chief Nuclear Calibration Technician							
0955 (SH)	Chief Nuclear Chemistry Technician							
0880 (SH)	Chief Nuclear Technical Support Technician							
0890 (SH)	Nuclear Chief Electrician							
0886 (SH)	Nuclear Master Mechanic							
0875 (SH)	Chief Nuclear Operator (L)					30.80	31.25	31.77
0873 (SH)	Chief Nuclear Waste Systems Technician					28.10	28.50	28.98

**Production Department  
(Nuclear Operations), Continued**

**Job Classification**

<b>Code # (JCC #)</b>		<b>Job Classifications</b>	<b>Hourly Rates of Pay</b>			
0876	(SH)	Nuclear Operator (L)				29.92
0951	(SH)	Nuclear Health Physics Technician			25.02	27.71
0953	(S)	Nuclear Calibration Technician				
0952	(SH)	Nuclear Chemistry Technician				
0881	(SH)	Nuclear Technical Support Technician				
0887	(SH)	Nuclear Certified Welder Mechanic				26.68
0877	(SH)	Assistant Nuclear Operator			25.85	27.18 28.41
0891	(SH)	Nuclear Electrician			23.94	25.17 26.30
0888	(SH)	Nuclear Mechanic				
0680	(SH)	Nuclear Waste Systems Technician				
0878	(SH)	Nuclear Auxiliary Operator			24.16	24.70 25.21
0950	(SH)	Assistant Nuclear Health Physics Technician			19.33	19.87 20.39 20.98
0949	(SH)	Assistant Nuclear Chemistry Technician				
0879	(SH)	Assistant Nuclear Auxiliary Operator			19.97	20.51 21.02 21.58 22.07 22.66
0882	(SH)	Assistant Nuclear Technical Support Technician			14.87	15.54 16.19 16.88 17.56 18.21
0681	(S)	Nuclear Apprentice Calibration Technician				18.89 19.55 20.22 20.98
0892	(SH)	Nuclear Apprentice Electrician				
0889	(SH)	Nuclear Apprentice Mechanic				
0474	(SH)	Nuclear Apprentice Waste Systems Technician				

**Production Department  
(Nuclear Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay				
0872 (SH)	Lead Nuclear Building Serviceman					22.15
0893 (SH)	Nuclear Building Serviceman	14.87	15.54	16.19	16.88	17.56
0427 **	Laborer (A) - Nuclear			13.32	13.94	14.56
416 ***	Laborer (B)					10.42

(L) = License required. Upon receipt of RO License, a \$3.65/hour premium will be added to the base wage. Upon receipt of SRO License, a \$3.80/hour premium will be added to the base wage.

**NOTE:**

*The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.*

Operation of the Main Fuel Bridge, Auxiliary Fire Bridge, Spent Fuel Bridge and fuel Upenders shall be considered Journeyman work.

The Lead Nuclear Building Serviceman/Nuclear Building Serviceman promoted or upgraded to Apprentice or Assistant classifications shall be paid the equivalent rate or the next step higher. This will not conflict with Article III, Section 12 (B)(1).

**Stores Department  
Seniority Group 12**

Job Classification Code # (JCC #)			Job Classifications	Hourly Rates of Pay								
0508*	0507	(S)	Storekeeper II							24.45	24.72	
	0487	(S)	Itinerant Storekeeper							21.72	22.99	24.26
0734*	0736	(S)	Storekeeper I									
	0260	(S)	Crane Operator							20.85	21.08	21.27
	0289	(S)	Tractor-Trailer Operator							20.22	20.71	
0120*	0846	(S)	Assistant Storekeeper	13.64	14.31	14.92	15.57	16.23 #	18.16	18.60	19.35	
	0421	**	Laborer - Stores							10.32	10.94	11.56

\* Nuclear Plant only requires additional 4% above these rates.

# Progression beyond the 5th step will be subject to successfully demonstrating by testing, knowledge of routinely used materials, Stores papers, M&S numbers and parts of the MMIS system relevant to Storeroom operations.

NOTE: Crane Operator jobs will be filled on an upgraded basis until the assignments amount to 50% or more of the time during a six (6) month period, at which time a regular job will be posted and filled according to Article III, Section 7 (A). When an employee is temporarily assigned for one hour or more, he shall be paid at the Crane Operator rate of pay.

**Substation Construction and  
Substation Maintenance Departments  
Seniority Group 06**

Job Classification

Code # (JCC #)		Job Classifications	Hourly Rates of Pay								
0711	(NS)	Senior Working Foreman							27.87		
0855	(NS)	Working Foreman - Substation						26.33	27.22		
0349	(NS)	Electrician					23.21	24.57	25.90		
0962	(NS)	Equipment Operator			17.85	18.73	19.58	20.45	21.27		
0353	(NS)	Electrician Apprentice									
					12.43	13.20	13.98	14.75	15.52	16.29	17.06
								17.82	18.60	19.36	20.15
0428	**	Laborer - Substation						10.32	10.94	11.56	

NOTE: Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks, for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Substation Operation Department  
Seniority Group 04**

0440	(S)	Substation Operator						23.00	24.33	25.68
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**System Protection and Control Department  
Seniority Group 05**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay							
0622 (NS)	System Protection & Control Technician							27.93	28.72
0622 (S)	System Protection & Control Technician								
0109 (NS)	Assistant System Protection & Control Technician	20.17	21.14	22.10	23.07	24.03	24.99	25.96	

**Telecommunications Department  
Seniority Group 13**

0121* 0232 (NS)	Telecommunications Technician							27.93	28.72
0232 (S)	Telecommunications Technician								
0047 (NS)	Assistant Telecommunications Technician			22.10	23.07	24.03	24.99	25.96	

\* Nuclear Plant only requires additional 4% above these rates.

FCC General Radiotelephone Operator License required at first step for the Assistant Telecommunications Technician position.

\*\* = Employees in these job classifications shall be considered as shift, scheduled, or non-shift, depending on the type of work which they are performing.

(SH) = Shift

(NS) = Non-Shift

(S) = Scheduled

NOTE: Increase in wage rates within the rate ranges shall be made at intervals of six (6) months.

**FLORIDA POWER CORPORATION  
EXHIBIT "A"  
JOB CLASSIFICATIONS AND  
HOURLY RATES OF PAY  
EFFECTIVE DECEMBER 1, 2003**

**Air Conditioning Maintenance Department  
Seniority Group 11**

Job Classification						Hourly Rates of Pay		
Code #		Job Classifications						
(JCC #)								
0019*	0017	(NS) Air Conditioning Mechanic				23.25	24.67	26.07
	0018	(NS) Air Conditioning Mechanic Apprentice	18.41	18.87	19.36	19.82	20.28	20.78
	0432	** Laborer - Air Conditioning Maintenance				10.64	11.28	11.92
		* Nuclear Plant only - requires additional 4% above these rates.						

**Building Maintenance Department  
Seniority Group 09**

	0851	(NS) Working Foreman - Building Maintenance				27.15	28.07	
	0362	(NS) Maintenance Mechanic				23.25	24.67	26.07
	0494	(NS) Maintenance Mechanic Apprentice	18.41	18.87	19.36	19.82	20.28	20.78
	0496	(NS) Maintenance Mechanic Helper				14.07	14.76	15.39 16.06 16.74
	0431	** Laborer - Building Maintenance				10.64	11.28	11.92



**Central Repair Department  
Seniority Group 14**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay				
0860 (NS)	Working Foreman - Central Repair	27.15 28.07				
0300 (NS)	Lead Electrician (Special Rate)	27.01				
0038 (NS)	Lead Electrician - CRD	26.60				
0468 (NS)	Lead Maintenance Mechanic					
0299 (NS)	Electrician (Special Rate)	26.48				
0052 (NS)	Electrician - CRD	23.25	24.67	26.07		
0492 (NS)	Maintenance Mechanic					
0968 (NS)	Equipment Operator	18.41	19.32	20.19	21.09	21.93
0354 (NS)	Electrician Apprentice	18.41	18.87	19.36	19.82	20.28
0495 (NS)	Maintenance Mechanic Apprentice					
0357 (NS)	Electrician Helper	14.07	14.76	15.39	16.06	16.74
0498 (NS)	Maintenance Mechanic Helper					
0423 **	Laborer - Central Repair	10.64	11.28	11.92		

**Energy Control Center  
Seniority Group 07**

0367 (SH)	Dispatcher	33.28	33.95	34.53	36.11
0368 (SH)	Assistant Dispatcher	30.78	31.32	31.75	

**Fleet Services Department  
Seniority Group 08**

Job Classification			Hourly Rates of Pay					
Code # (JCC #)		Job Classifications						
0859	(S)	Working Foreman - Fleet Services						27.15 28.07
0905*	0992	(S) Fleet Services Mechanic (A)						23.25 24.67 26.07
	0401	(S) Fleet Services Storekeeper						22.40 23.71 25.02
0911*	0993	(S) Fleet Services Mechanic (B)	18.41	18.79	19.16	19.55	19.93	20.33 20.78
	0402	(S) Fleet Services Assistant Storekeeper	14.07	14.76	15.39	16.06	16.74 #	18.73 19.18 19.95
	0425	** Laborer - Fleet Services						10.64 11.28 11.92

\* Wildwood (System) only

# Progression beyond the 5th step of the Fleet Services Assistant Storekeeper classification will be subject to successful demonstration by testing knowledge of routinely used parts and materials, vendor and manufacturing parts catalogs, stock numbers, inventory control procedures and record keeping.

**Line Department  
Seniority Group 02**

0307	(SH)	Distribution Dispatcher	28.08	28.55	28.81	29.23	29.60	29.89
0308	(SH)	Distribution Dispatcher (Relief)						
0712	(S)	Service Dispatcher					27.15	28.07
0856	(NS)	Working Foreman - Line						
0857		Working Foreman (SL)						
0731	(NS)	Network Specialist						27.49

**Line Department, Continued**

Job Classification		Job Classifications	Hourly Rates of Pay										
Code # (JCC #)													
0718	(S)	Serviceman											26.71
0823	(S)	Troubleman											
0364*	0358	(NS) Electrician											23.94
	0475	(NS) Lineman											25.34
	0438	Lineman (SL)											26.71
	0382	(NS) Lead Equipment Operator											22.46
0361*	0963	(NS) Equipment Operator	18.41	19.32	20.19	21.09	21.93						
	0965	Equipment Operator (SL)											
	0360	(NS) Electrician Apprentice	12.82	13.61	14.42	15.21	16.01	16.80	17.59	18.38	19.18	19.97	20.78
0366*	0478	(NS) Lineman Apprentice											
	0439	Lineman Apprentice (SL)											
	0435	(S) Lighting Technician											18.38
	0419	** Laborer - Line											10.64
													11.28
													11.92

\* System Transmission Construction only

NOTE: Lineman Apprentice who work with Troubleman on Street Light Maintenance schedules outside the hours specified in Article VI, Section 2 (D), will be considered scheduled (S) employees and Article X, Section 3 shall apply.

Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Meter Department  
Seniority Group 03**

**Job Classification  
Code #  
(JCC #)**

**Job Classifications**

**Hourly Rates of Pay**

0961	(NS)	Meter Technician						28.13	28.67	29.10
0994	(NS)	Field Meter Technician							27.15	28.07
0995	(NS)	Working Foreman - Meter								
0996	(NS)	Meterman	21.20	21.90	22.58	23.25	23.97	24.67	26.07	
0997	(NS)	Dielectric Test Specialist		22.22	22.63	23.06	23.25 #	24.67 #	26.07 #	
0998	(NS)	Meter Worker +						15.63	16.43	17.25
0429	**	Laborer - Meter						10.64	11.28	11.92

# Grandfathered wage rate for employees who are at this rate of pay prior to December 8, 1996.

+ Will shop test single phase meters.

**Meter Reading Department  
Seniority Group 10**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay			
0640 (NS)	R&D Man			21.29	21.72
0217 (NS)	Collector	16.74	18.12	19.50	20.86
0547 (NS)	Meter Reader Collector				
0909 (NS)	Meter Reader	13.45	14.53	15.69	16.95
0910 (NS)	Meter Reader - Temporary*				15.69

NOTE: After proper training, R&D employees may use single phase load break disconnect devices. After proper training, Meter Reader Collectors using single phase load break disconnect devices, will be upgraded for a minimum of one (1) hour.

\* See Item 88 of the 1996 Memorandum of Changes.

**Production Department  
(Fossil Operations)  
Seniority Group 01**

0002 (S)	Chief Control Technician (SM)			28.68	29.01	29.38
0003 (S)	Chief Electrician (SM)					
0904 (S)	Chief Laboratory Technician (SM)					
0971 (S)	Master Mechanic (SM)					
0518 (S)	Turbine Master Mechanic (SM)					

**Production Department  
(Fossil Operations), Continued**

**Job Classification**

<b>Code # (JCC #)</b>		<b>Job Classifications</b>	<b>Hourly Rates of Pay</b>		
0192	(NS)	Chief Control Technician	28.40	28.73	29.10
0187	(NS)	Chief Electrician			
0080	(SH)	Chief Fuel Equipment Operator			
0191	(NS)	Chief Laboratory Technician			
0197	(SH)	Chief Operator			
0520	(NS)	Master Mechanic			
0524	(NS)	Turbine Master Mechanic			
0908	(S)	Combustion Turbine Technician		28.40	29.10
0908	(SH)	Combustion Turbine Technician			
0586	(SH)	Plant Operator	23.88	25.29	26.69 28.07
0858	(NS)	Working Foreman - Production		27.15	28.07
0907	(SH)	Combustion Turbine Maintenance Operator		26.32	27.01
0801	(S)	Certified Welder Mechanic (SM)			26.72
0517	(S)	Turbine Certified Welder Mechanic (SM)			
0837	(SH)	Lead Fuel Technician			26.42
0181	(NS)	Certified Welder Mechanic			26.39
0255	(NS)	Jet Engine Mechanic			
0523	(NS)	Turbine Certified Welder Mechanic			
0807	(S)	Control Technician (SM)	23.53	24.97	26.37
0809	(S)	Electrician (SM)			
0802	(S)	Mechanic (SM)			
0525	(S)	Turbine Mechanic (SM)			

**Production Department  
(Fossil Operations), Continued**

Job Classification		Hourly Rates of Pay															
Code #																	
(JCC #)	Job Classifications																
0243	(NS) Control Technician											23.25	24.67	26.07			
0542	(NS) Electrician - Production																
0375	(SH) Fuel Equipment Operator																
0835	(SH) Fuel Technician																
0459	(S) Laboratory Technician																
0490	(NS) Maintenance Mechanic																
0526	(NS) Mechanic																
0737	(S) Process Technician																
0723	(S) Special Laboratory Technician																
0522	(NS) Turbine Mechanic																
0584	(SH) Apprentice Operator - Apprenticeship Program							15.31	16.44	17.56	18.69	19.81	20.93	22.06	23.17		
0458	(SH) Apprentice Laboratory Technician - Apprenticeship Program							14.75	15.61	16.47	17.34	18.19	19.05	19.91	20.78		
0488	(S) Tool Room Maintenance Mechanic (SM)													21.11	23.53		
0595	(NS) Apprentice Control Technician - Apprenticeship Program							14.75	15.61	16.47	17.34	18.19	19.05	19.91	20.78		
0596	(NS) Electrician Apprentice - Apprenticeship Program																
0597	(NS) Mechanic Apprentice - Apprenticeship Program																
0587	(SH) Assistant Plant Operator			15.31	15.98	16.65	17.29	17.95	18.61	19.26	19.92	20.58	21.22	21.90	22.55	23.17	
0627	(SH) Fuel Handler													21.52	22.02	22.62	
0436	(S) Instrument Mechanic-Water Analyst													21.52	21.82	22.10	
0258	(NS) Crane Operator													21.50	21.74	21.93	
0808	(S) Apprentice Control Technician (SM)							14.99	15.65	16.34	16.98	17.66	18.32	19.01	19.68	20.34	21.11
0811	(S) Electrician Apprentice (SM)																
0806	(S) Mechanic Apprentice (SM)																

**Production Department  
(Fossil Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay					
0078 (SH)	Assistant Fuel Handler	15.31	16.41	17.51	18.59	19.68	20.78
0021 (NS)	Apprentice Control Technician	14.75	15.39	16.07	16.73	17.39	18.05
0074 (S)	Assistant Laboratory Technician					18.73	19.40
0352 (NS)	Electrician Apprentice						20.04
0529 (NS)	Mechanic Apprentice						20.78
0388 (SH)	Fuel Truck Operator						16.88
0442 **	Janitor					10.79	11.65
0420 **	Laborer (A) - Production					12.48	13.40
0417 ***	Laborer (B)						13.07
							13.71
							14.34
							10.64

NOTE: The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.

**Production Department  
(Nuclear Operations)**

0954 (SH)	Chief Nuclear Health Physics Technician	29.40	29.84	30.33
0948 (S)	Chief Nuclear Calibration Technician			
0955 (SH)	Chief Nuclear Chemistry Technician			
0880 (SH)	Chief Nuclear Technical Support Technician			
0890 (SH)	Nuclear Chief Electrician			
0886 (SH)	Nuclear Master Mechanic			
0875 (SH)	Chief Nuclear Operator (L)	31.76	32.23	32.76
0873 (SH)	Chief Nuclear Waste Systems Technician	28.98	29.39	29.89



**Production Department  
(Nuclear Operations), Continued**

**Job Classification**

<b>Code # (JCC #)</b>	<b>Job Classifications</b>	<b>Hourly Rates of Pay</b>							
0876 (SH)	Nuclear Operator (L)								30.86
0951 (SH)	Nuclear Health Physics Technician							25.80	28.58
0953 (S)	Nuclear Calibration Technician								
0952 (SH)	Nuclear Chemistry Technician								
0881 (SH)	Nuclear Technical Support Technician								
0887 (SH)	Nuclear Certified Welder Mechanic								27.51
0877 (SH)	Assistant Nuclear Operator							26.66	28.03 29.30
0891 (SH)	Nuclear Electrician							24.69	25.96 27.12
0888 (SH)	Nuclear Mechanic								
0680 (SH)	Nuclear Waste Systems Technician								
0878 (SH)	Nuclear Auxiliary Operator							24.92	25.47 26.00
0950 (SH)	Assistant Nuclear Health Physics Technician							19.93	20.49 21.03 21.64
0949 (SH)	Assistant Nuclear Chemistry Technician								
0879 (SH)	Assistant Nuclear Auxiliary Operator							20.59	21.15 22.25 22.76 23.37 24.13
0882 (SH)	Assistant Nuclear Technical Support Technician	15.33	16.03	16.70	17.41	18.11	18.78	19.48	20.16 20.85 21.64
0681 (S)	Nuclear Apprentice Calibration Technician								
0892 (SH)	Nuclear Apprentice Electrician								
0889 (SH)	Nuclear Apprentice Mechanic								
0474 (SH)	Nuclear Apprentice Waste Systems Technician								

**Production Department  
(Nuclear Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay				
0872 (SH)	Lead Nuclear Building Serviceman					22.84
0893 (SH)	Nuclear Building Serviceman	15.33	16.03	16.70	17.41	18.11
0427 **	Laborer (A) - Nuclear			13.74	14.38	15.02
0417 ***	Laborer (B)					10.64

(L) = License required. Upon receipt of RO License, a \$3.65/hour premium will be added to the base wage. Upon receipt of SRO License, a \$3.80/hour premium will be added to the base wage.

**NOTE:**

The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.

Operation of the Main Fuel Bridge, Auxiliary Fire Bridge, Spent Fuel Bridge and fuel Upenders shall be considered Journeyman work.

The Lead Nuclear Building Serviceman/Nuclear Building Serviceman promoted or upgraded to Apprentice or Assistant classifications shall be paid the equivalent rate or the next step higher. This will not conflict with Article III, Section 12 (B)(1).

**Stores Department  
Seniority Group 12**

Job Classification			Job Classifications	Hourly Rates of Pay								
Code #	(JCC #)											
0508*	0507	(S)	Storekeeper II							25.21	25.49	
	0487	(S)	Itinerant Storekeeper							22.40	23.71	25.02
0734*	0736	(S)	Storekeeper I									
	0260	(S)	Crane Operator							21.50	21.74	21.93
	0289	(S)	Tractor-Trailer Operator							20.85	21.36	
0120*	0846	(S)	Assistant Storekeeper	14.07	14.76	15.39	16.06	16.74	18.73	19.18	19.95	
	0421	**	Laborer - Stores							10.64	11.28	11.92

\* Nuclear Plant only requires additional 4% above these rates.

# Progression beyond the 5th step will be subject to successfully demonstrating by testing, knowledge of routinely used materials, Stores papers, M&S numbers and parts of the MMIS system relevant to Storeroom operations.

NOTE: Crane Operator jobs will be filled on an upgraded basis until the assignments amount to 50% or more of the time during a six (6) month period, at which time a regular job will be posted and filled according to Article III, Section 7 (A). When an employee is temporarily assigned for one hour or more, he shall be paid at the Crane Operator rate of pay.

**Substation Construction and  
Substation Maintenance Departments  
Seniority Group 06**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay										
0711 (NS)	Senior Working Foreman - Substation	28.74										
0855 (NS)	Working Foreman - Substation	27.15 28.07										
0349 (NS)	Electrician - Substation	23.94 25.34 26.71										
0962 (NS)	Equipment Operator - Substation	18.41 19.32 20.19 21.09 21.93										
0353 (NS)	Electrician Apprentice- Substation	12.82	13.61	14.42	15.21	16.01	16.80	17.59	18.38	19.18	19.97	20.78
0428 **	Laborer - Substation	10.64 11.28 11.92										

NOTE: Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks, for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Substation Operation Department  
Seniority Group 04**

0440 (S)	Substation Operator	23.72 25.09 26.48					
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**System Protection and Control Department  
Seniority Group 05**

**Job Classification**

<b>Code # (JCC #)</b>	<b>Job Classifications</b>	<b>Hourly Rates of Pay</b>							
0622	(NS) System Protection & Control Technician							28.80	29.62
0622	(S) System Protection & Control Technician								
0109	(NS) Assistant System Protection & Control Technician	20.80	21.80	22.79	23.79	24.78	25.77	26.77	

**Telecommunications Department  
Seniority Group 13**

0121*	0232 (NS) Telecommunications Technician							28.80	29.62
	0232 (S) Telecommunications Technician								
	0047 (NS) Assistant Telecommunications Technician			22.79	23.79	24.78	25.77	26.77	

\* Nuclear Plant only requires additional 4% above these rates.

FCC General Radiotelephone Operator License required at first step for the Assistant Telecommunications Technician position

\*\* = Employees in these job classifications shall be considered as shift, scheduled, or non-shift, depending on the type of work which they are performing.

(SH) = Shift

(NS) = Non-Shift

(S) = Scheduled

NOTE: Increase in wage rates within the rate ranges shall be made at intervals of six (6) months.

**FLORIDA POWER CORPORATION  
EXHIBIT "A"  
JOB CLASSIFICATIONS AND  
HOURLY RATES OF PAY  
EFFECTIVE NOVEMBER 29, 2004**

**Air Conditioning Maintenance Department  
Seniority Group 11**

Job Classification			Hourly Rates of Pay					
Code # (JCC #)		Job Classifications						
0019*	0017	(NS) Air Conditioning Mechanic				24.01	25.47	26.92
	0018	(NS) Air Conditioning Mechanic Apprentice	19.01	19.48	19.99	20.46	20.94	21.46
	0432	** Laborer - Air Conditioning Maintenance				10.99	11.65	12.31
		* Nuclear Plant only - requires additional 4% above these rates.						

**Building Maintenance Department  
Seniority Group 09**

	0851	(NS) Working Foreman - Building Maintenance					28.03	28.98
	0362	(NS) Maintenance Mechanic				24.01	25.47	26.92
	0494	(NS) Maintenance Mechanic Apprentice	19.01	19.48	19.99	20.46	20.94	21.46
	0496	(NS) Maintenance Mechanic Helper		14.53	15.24	15.89	16.58	17.28
	0431	** Laborer - Building Maintenance				10.99	11.65	12.31

**Central Repair Department  
Seniority Group 14**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay					
0860 (NS)	Working Foreman - Central Repair					28.03	28.98
0300 (NS)	Lead Electrician (Special Rate)						27.89
0038 (NS)	Lead Electrician - CRD						27.46
0468 (NS)	Lead Maintenance Mechanic						
0299 (NS)	Electrician (Special Rate)						27.34
0052 (NS)	Electrician - CRD					24.01	25.47
0492 (NS)	Maintenance Mechanic						26.92
0968 (NS)	Equipment Operator			19.01	19.95	20.85	21.78
0354 (NS)	Electrician Apprentice			19.01	19.48	19.99	20.46
0495 (NS)	Maintenance Mechanic Apprentice					20.94	21.46
0357 (NS)	Electrician Helper			14.53	15.24	15.89	16.58
0498 (NS)	Maintenance Mechanic Helper					17.28	
0423 **	Laborer - Central Repair					10.99	11.65
						12.31	

**Energy Control Center  
Seniority Group 07**

0367 (SH)	Dispatcher					34.36	35.05
0368 (SH)	Assistant Dispatcher					35.65	37.28
						31.78	32.34
						32.78	

**Fleet Services Department  
Seniority Group 08**

Job Classification			Hourly Rates of Pay						
Code # (JCC #)		Job Classifications							
0859	(S)	Working Foreman - Fleet Services						28.03	28.98
0905*	0992	(S) Fleet Services Mechanic (A)						24.01	25.47 26.92
0401	(S)	Fleet Services Storekeeper						23.13	24.48 25.83
0911*	0993	(S) Fleet Services Mechanic (B)	19.01	19.40	19.78	20.19	20.58	20.99	21.46
0402	(S)	Fleet Services Assistant Storekeeper	14.53	15.24	15.89	16.58	17.28 #	19.34	19.80 20.60
0425	**	Laborer - Fleet Services						10.99	11.65 12.31

\* Witwood (System) only

# Progression beyond the 5th step of the Fleet Services Assistant Storekeeper classification will be subject to successful demonstration by testing knowledge of routinely used parts and materials, vendor and manufacturing parts catalogs, stock numbers, inventory control procedures and record keeping.

**Line Department  
Seniority Group 02**

0307	(SH)	Distribution Dispatcher			28.99	29.48	29.75	30.18	30.56	30.86
0308	(SH)	Distribution Dispatcher (Relief)								
0712	(S)	Service Dispatcher						28.03	28.98	
0856	(NS)	Working Foreman - Line								
0857		Working Foreman (SL)								
0731	(NS)	Network Specialist								28.38



**Line Department, Continued**

Job Classification			Hourly Rates of Pay										
Code #		Job Classifications											
(JCC #)													
0718	(S)	Serviceman											27.58
0823	(S)	Troubleman											
0358	(NS)	Electrician											24.72 26.16 27.58
0364*	0475	(NS) Lineman											
	0438	Lineman (SL)											
0382	(NS)	Lead Equipment Operator											23.19
0361*	0963	(NS) Equipment Operator											19.01 19.95 20.85 21.78 22.64
	0965	Equipment Operator (SL)											
0360	(NS)	Electrician Apprentice	13.24	14.05	14.89	15.70	16.53	17.35	18.16	18.98	19.80	20.62	21.46
0366*	0478	(NS) Lineman Apprentice											
	0439	Lineman Apprentice (SL)											
0435	(S)	Lighting Technician											18.98
0419	..	Laborer - Line											10.99 11.65 12.31

\* System Transmission Construction only

NOTE: Lineman Apprentice who work with Troubleman on Street Light Maintenance schedules outside the hours specified in Article VI, Section 2 (D), will be considered scheduled (S) employees and Article X, Section 3 shall apply.

Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Meter Department  
Seniority Group 03**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay						
0961 (NS)	Meter Technician					29.04	29.60	30.05
0994 (NS)	Field Meter Technician						28.03	28.98
0995 (NS)	Working Foreman - Meter							
0996 (NS)	Meterman	21.89	22.61	23.31	24.01	24.75	25.47	26.92
0997 (NS)	Dielectric Test Specialist		22.94	23.37	23.81	24.01 #	25.47 #	26.92 #
0998 (NS)	Meter Worker +					16.14	16.96	17.81
0429 **	Laborer - Meter					10.99	11.65	12.31

# Grandfathered wage rate for employees who are at this rate of pay prior to December 8, 1996.

+ Will shop test single phase meters.

**Meter Reading Department  
Seniority Group 10**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay			
0640 (NS)	R&D Man			21.98	22.43
0217 (NS)	Collector	17.28	18.71	20.13	21.54
0547 (NS)	Meter Reader Collector				
0909 (NS)	Meter Reader	13.89	15.00	16.20	17.50
0910 (NS)	Meter Reader - Temporary*				16.20

NOTE: After proper training, R&D employees may use single phase load break disconnect devices. After proper training, Meter Reader Collectors using single phase load break disconnect devices, will be upgraded for a minimum of one (1) hour.

\* See Item 88 of the 1996 Memorandum of Changes.

**Production Department  
(Fossil Operations)  
Seniority Group 01**

0002 (S)	Chief Control Technician (SM)			29.61	29.95	30.33
0003 (S)	Chief Electrician (SM)					
0904 (S)	Chief Laboratory Technician (SM)					
0971 (S)	Master Mechanic (SM)					
0518 (S)	Turbine Master Mechanic (SM)					

**Production Department  
(Fossil Operations), Continued**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay		
0192 (NS)	Chief Control Technician	29.32	29.66	30.05
0187 (NS)	Chief Electrician			
0080 (SH)	Chief Fuel Equipment Operator			
0191 (NS)	Chief Laboratory Technician			
0197 (SH)	Chief Operator			
0520 (NS)	Master Mechanic			
0524 (NS)	Turbine Master Mechanic			
0908 (S)	Combustion Turbine Technician		29.32	30.05
0908 (SH)	Combustion Turbine Technician			
0586 (SH)	Plant Operator	24.66	26.11	27.56 28.98
0858 (NS)	Working Foreman - Production			28.03 28.98
0907 (SH)	Combustion Turbine Maintenance Operator		27.18	27.89
0801 (S)	Certified Welder Mechanic (SM)			27.59
0517 (S)	Turbine Certified Welder Mechanic (SM)			
0837 (SH)	Lead Fuel Technician			27.27
0181 (NS)	Certified Welder Mechanic			27.25
0255 (NS)	Jet Engine Mechanic			
0523 (NS)	Turbine Certified Welder Mechanic			
0807 (S)	Control Technician (SM)	24.29	25.78	27.23
0809 (S)	Electrician (SM)			
0802 (S)	Mechanic (SM)			
0525 (S)	Turbine Mechanic (SM)			

**Production Department  
(Fossil Operations), Continued**

**Job Classification**

Code # (JCC #)	Job Classifications	Hourly Rates of Pay												
0243 (NS)	Control Technician	24.01 25.47 26.92												
0542 (NS)	Electrician - Production													
0375 (SH)	Fuel Equipment Operator													
0835 (SH)	Fuel Technician													
0459 (S)	Laboratory Technician													
0490 (NS)	Maintenance Mechanic													
0526 (NS)	Mechanic													
0737 (S)	Process Technician													
0723 (S)	Special Laboratory Technician													
0522 (NS)	Turbine Mechanic													
0584 (SH)	Apprentice Operator - Apprenticeship Program	15.81	16.97	18.13	19.30	20.45	21.61	22.78	23.92					
0458 (SH)	Apprentice Laboratory Technician - Apprenticeship Program	15.23	16.12	17.01	17.90	18.78	19.67	20.56	21.46					
0488 (S)	Tool Room Maintenance Mechanic (SM)									21.80	24.29			
0595 (NS)	Apprentice Control Technician - Apprenticeship Program	15.23	16.12	17.01	17.90	18.78	19.67	20.56	21.46					
0596 (NS)	Electrician Apprentice - Apprenticeship Program													
0597 (NS)	Mechanic Apprentice - Apprenticeship Program													
0587 (SH)	Assistant Plant Operator	15.81	16.50	17.19	17.85	18.53	19.21	19.89	20.57	21.25	21.91	22.61	23.28	23.92
0627 (SH)	Fuel Handler													
0436 (S)	Instrument Mechanic-Water Analyst													
0258 (NS)	Crane Operator													
0808 (S)	Apprentice Control Technician (SM)	15.48	16.16	16.87	17.53	18.23	18.92	19.63	20.32	21.00	21.80			
0811 (S)	Electrician Apprentice (SM)													
0806 (S)	Mechanic Apprentice (SM)													

**Production Department  
(Fossil Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay									
0078 (SH)	Assistant Fuel Handler					15.81	16.94	18.08	19.19	20.32	21.46
0021 (NS)	Apprentice Control Technician	15.23	15.89	16.59	17.27	17.96	18.64	19.34	20.03	20.69	21.46
0074 (S)	Assistant Laboratory Technician										
0352 (NS)	Electrician Apprentice										
0529 (NS)	Mechanic Apprentice										
0388 (SH)	Fuel Truck Operator									17.43	17.51
0442 **	Janitor							11.14	12.03	12.89	13.84
0420 **	Laborer (A) - Production								13.49	14.16	14.81
0417 ***	Laborer (B)										10.99

NOTE: The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.

**Production Department  
(Nuclear Operations)**

0954 (SH)	Chief Nuclear Health Physics Technician								30.36	30.81	31.32
0948 (S)	Chief Nuclear Calibration Technician										
0955 (SH)	Chief Nuclear Chemistry Technician										
0880 (SH)	Chief Nuclear Technical Support Technician										
0890 (SH)	Nuclear Chief Electrician										
0886 (SH)	Nuclear Master Mechanic										
0875 (SH)	Chief Nuclear Operator (L)								32.79	33.28	33.82
0873 (SH)	Chief Nuclear Waste Systems Technician								29.92	30.35	30.86

**Production Department  
(Nuclear Operations), Continued**

Job Classification

Code # (JCC #)	Job Classifications	Hourly Rates of Pay														
0876	(SH) Nuclear Operator (L)											31.86				
0951	(SH) Nuclear Health Physics Technician										26.64	29.51				
0953	(S) Nuclear Calibration Technician															
0952	(SH) Nuclear Chemistry Technician															
0881	(SH) Nuclear Technical Support Technician															
0887	(SH) Nuclear Certified Welder Mechanic											28.40				
0877	(SH) Assistant Nuclear Operator										27.53	28.94	30.25			
0891	(SH) Nuclear Electrician										25.49	26.80	28.00			
0888	(SH) Nuclear Mechanic															
0680	(SH) Nuclear Waste Systems Technician															
0878	(SH) Nuclear Auxiliary Operator										25.73	26.30	26.85			
0950	(SH) Assistant Nuclear Health Physics Technician										20.58	21.16	21.71	22.34		
0949	(SH) Assistant Nuclear Chemistry Technician															
0879	(SH) Assistant Nuclear Auxiliary Operator										21.26	21.84	22.38	22.97	23.50	24.13
0882	(SH) Assistant Nuclear Technical Support Technician	15.83	16.55	17.24	17.98	18.70	19.39	20.11	20.82	21.53	22.24					
0681	(S) Nuclear Apprentice Calibration Technician															
0892	(SH) Nuclear Apprentice Electrician															
0889	(SH) Nuclear Apprentice Mechanic															
0474	(SH) Nuclear Apprentice Waste Systems Technician															

**Production Department  
(Nuclear Operations), Continued**

Job Classification Code # (JCC #)	Job Classifications	Hourly Rates of Pay				
0872 (SH)	Lead Nuclear Building Serviceman					23.58
0893 (SH)	Nuclear Building Serviceman	15.83	16.55	17.24	17.98	18.70
0427 **	Laborer (A) - Nuclear			14.19	14.85	15.51
0417 ***	Laborer (B)					10.99

(L) = License required. Upon receipt of RO License, a \$3.65/hour premium will be added to the base wage. Upon receipt of SRO License, a \$3.80/hour premium will be added to the base wage.

**NOTE:**

The operation of heavy traveling cranes in Power Plants shall be considered as Journeyman work.

Operation of the Main Fuel Bridge, Auxiliary Fire Bridge, Spent Fuel Bridge and fuel Upenders shall be considered Journeyman work.

The Lead Nuclear Building Serviceman/Nuclear Building Serviceman promoted or upgraded to Apprentice or Assistant classifications shall be paid the equivalent rate or the next step higher. This will not conflict with Article III, Section 12 (B)(1).



**Stores Department  
Seniority Group 12**

Job Classification Code # (JCC #)			Job Classifications	Hourly Rates of Pay							
0508*	0507	(S)	Storekeeper II						27.07	27.37	
	0487	(S)	Itinerant Storekeeper						24.06	25.46	26.87
0734*	0736	(S)	Storekeeper I								
	0260	(S)	Crane Operator						22.20	22.45	22.64
	0289	(S)	Tractor-Trailer Operator						21.53	22.05	
0120*	0846	(S)	Assistant Storekeeper	15.11	15.85	16.53	17.24	17.98	20.11	20.59	21.42
	0421	**	Laborer - Stores						10.99	11.65	12.31

\* Nuclear Plant only requires additional 4% above these rates.

# Progression beyond the 5th step will be subject to successfully demonstrating by testing, knowledge of routinely used materials, Stores papers, M&S numbers and parts of the MMIS system relevant to Storeroom operations.

NOTE: Crane Operator jobs will be filled on an upgraded basis until the assignments amount to 50% or more of the time during a six (6) month period, at which time a regular job will be posted and filled according to Article III, Section 7 (A). When an employee is temporarily assigned for one hour or more, he shall be paid at the Crane Operator rate of pay.

**Substation Construction and  
Substation Maintenance Departments  
Seniority Group 06**

**Job Classification**

<b>Code # (JCC #)</b>	<b>Job Classifications</b>	<b>Hourly Rates of Pay</b>				
0711 (NS)	Senior Working Foreman - Substation					29.67
0855 (NS)	Working Foreman - Substation					28.03 28.98
0349 (NS)	Electrician - Substation					24.72 26.16 27.58
0962 (NS)	Equipment Operator - Substation				19.01 19.95 20.85 21.78	22.64
0353 (NS)	Electrician Apprentice - Substation	13.24	14.05	14.89	15.70 16.53 17.35 18.16 18.98	19.80 20.62 21.46
0428 **	Laborer - Substation					10.99 11.65 12.31

NOTE: Drivers of trucks pulling pole trailers or tractor-trailer equipment, other than fuel trucks, for one (1) hour or more will be paid at the Equipment Operator rate of pay.

**Substation Operation Department  
Seniority Group 04**

0440 (S)	Substation Operator					24.49 25.91 27.34
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**System Protection and Control Department  
Seniority Group 05**

**Job Classification**

Code # (JCC #)		Job Classifications	Hourly Rates of Pay							
0622	(NS)	System Protection & Control Technician							29.74	30.58
0622	(S)	System Protection & Control Technician								
0109	(NS)	Assistant System Protection & Control Technician	21.48	22.51	23.53	24.56	25.59	26.61	27.64	

**Telecommunications Department  
Seniority Group 13**

0121*	0232	(NS)	Telecommunications Technician						29.74	30.58
	0232	(S)	Telecommunications Technician							
	0047	(NS)	Assistant Telecommunications Technician			23.53	24.56	25.59	26.61	27.64

\* Nuclear Plant only requires additional 4% above these rates.

FCC General Radiotelephone Operator License required at first step for the Assistant Telecommunications Technician position

\*\* = Employees in these job classifications shall be considered as shift, scheduled, or non-shift, depending on the type of work which they are performing.

(SH) = Shift

(NS) = Non-Shift

(S) = Scheduled

NOTE: Increase in wage rates within the rate ranges shall be made at intervals of six (6) months.

## **EXHIBIT "B"**

### **Crystal River Plant Unit No. 3**

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

##### **1.1 NRC PHYSICAL EXAMINATION**

Everyone selected for a position requiring an Operator's License in Unit No. 3 must meet the minimum standards for physical conditions as prescribed by the Nuclear Regulatory Commission.

##### **1.2 TECHNICAL QUALIFICATIONS**

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

- (A) Screening and other applicable testing required by state and federal laws and the Nuclear Regulatory Commission, and
- (B) Meet the requirements of ANSI N-18, I-1971 and subsequent revisions, and
- (C) Written and/or practical examinations needed to demonstrate proficiency of skills, as required by state, federal and Nuclear Regulatory Commission laws and regulations.

#### **2.0 WAGE SCHEDULE**

See Exhibit "A."

#### **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) Operators, when assigned to simulator 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.
- (C) Bargaining Unit licensed operators shall be paid a lump sum of one thousand dollars (\$1,000) every year for successfully passing the annual

## EXHIBIT "B"

requalification examination on the first attempt. In addition, licensed operators passing the NRC Biennial Written exam shall be paid a lump sum for that year of \$2,000 for scores of 88% or greater, or \$1,000 for scores between 84% and 87.9%.

- (D) Non-Operational personnel, when assigned to training, shall work a schedule consistent with Exhibit "B", Section 11.2.

### 3.1 VISITS HOME

If an employee is temporarily assigned away from the Crystal River No. 3 Plant for training or non-Florida Power Corporation work and separated from his immediate family, he will be provided air travel home based on the following schedule listed below. This will include reimbursement for any expense for limousine service, auto rental, parking lot fees, etc.

Length of Course	No. of Visits
1 - 3 weeks	0
4 weeks or more	Every two weeks

If the temporary assignment location is such that air travel is impractical, the Company will furnish the required transportation in the most convenient form available.

### 3.2 TRANSPORTATION

The Company will furnish all essential transportation required by employees who are temporarily assigned away from the normal reporting headquarters. This may be done by air travel, company automobile, rental automobile or reimbursement for personal automobile, by mutual agreement, at the rate per mile that is applicable at the time. In the case of the employee using his personal automobile, the Company will pay any additional automobile insurance premium required by the driver's carrier to maintain his regular coverage due to the increased driving.

### 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.
- 4.2 After one (1) year away from Crystal River No. 3 Nuclear specific task qualifications will not be considered current.

## EXHIBIT "B"

### 5.0 BIDDING ON VACANCIES IN CRYSTAL RIVER UNIT NO. 3

- 5.1 (A) The highest operating position which an unlicensed employee may bid on is that of Assistant Nuclear Operator. His selection will be based on the conditions stated in Articles 1.0, 1.1, 1.2.
- (B) An employee must be licensed to roll another licensed operator under the provisions of Article III, Section 8 (A). Any employee who has successfully completed the requirements of 1.0, 1.1 and 1.2 above and has the required seniority and the required pay rate or higher may roll the Assistant Nuclear Operator, provided the Assistant Nuclear Operator is unlicensed, on adjustments resulting from plant phaseout.

5.2 For all positions, an employee who bids into Crystal River Unit No. 3 must be evaluated or re-evaluated, in accordance with Section 1.2 of Exhibit "B".

5.3 The evaluation requirements in Section 5.2 do not apply to applicants for Temporary assignments to Crystal River Unit No. 3 unless the individual will be working independently.

### 6.0 REPORTING HEADQUARTERS

Crystal River Unit No. 3 will be treated as a separate reporting headquarters.

### 7.0 CONTAMINATION AND DECONTAMINATION

A reasonable attempt shall be made to decontaminate personal effects such as shoes, eyeglasses, etc., that become contaminated by radioactive materials. If such personal effects cannot be successfully decontaminated, the employee shall be reimbursed in an amount equal to the actual replacement cost less an amount for a used factor. The used factor shall be mutually agreed upon.

In no case will reimbursement for personal effects be made if the employee willfully violates established radiation protection procedures or requirements as posted on Radiation Work Permits.

### 8.0 TOOLS AND EQUIPMENT

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

### 9.0 OUTSIDE EMPLOYEES

An outside employee temporarily assigned to work at Crystal River Unit No. 3 who holds a yellow badge certification will be upgraded to his comparable nuclear classification or be upgraded 4% where no comparable nuclear classification exists.

## EXHIBIT "B"

### 10.0 NUCLEAR BUILDING SERVICEMAN

- 10.1 In the Building Service Section of Crystal River Unit No. 3, when three (3) or more men are placed on the job for more than one (1) hour and a supervisor is not available, the senior qualified Nuclear Building Serviceman shall be designated as Lead Nuclear Building Serviceman. The crew of a Lead Nuclear Building Serviceman shall consist of not more than seven (7) people including the Lead Nuclear Building Serviceman.
- 10.2 Nuclear Laborers and Nuclear Building Servicemen may be assigned to work without regard to seniority in various Maintenance shops and Operations as part of their training. The accumulated assigned period shall not exceed six (6) months.

### 11.0 NON-OPERATING EMPLOYEES

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

- 11.1 The Company will post 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 5 days or more
  - D. Preparation for one of the above conditions (not to exceed fourteen calendar days prior to or after the above conditions)

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 management's option Monday through Friday, between the hours of 6:00 a.m. to 6:00 p.m., or 3:00 p.m. to 3:00 a.m. 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.

## **EXHIBIT "B"**

**11.3** When the exceptions to the posted schedules listed in 11.1 are entered and expected to continue for five (5) or more days, non-operating employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time, for a minimum of five (5) or more consecutive workdays. 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 6:30 p.m., Monday through Saturday or 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. Days off shall be consecutive (rest days and holidays falling within such work period will not be considered as breaking the five (5) or more consecutive workdays). 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.

### **12.0 OPERATING EMPLOYEES**

**12.1** Operating employees shall work A) 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 B) 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. 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), paragraph 2 will apply.

### **13.0 SCHEDULED EMPLOYEES**

**13.1** Scheduled employees as marked in Exhibit "A" of this agreement with the symbol "S" shall work five (5) consecutive eight (8) hour days, exclusive of meal time, per workweek, between the hours of 7:00 a.m. to 6:00 p.m. If the conditions identified in Section 11.1 A, B, C, or D of Exhibit B are met, then Section 11.3 shall apply to scheduled employees. 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.

### **14.0 OVERTIME**

**14.1** Overtime limitations – The maximum allowed hours of work per work week for all employees will be limited in accordance with NRC Generic Letter 82-12 (Nuclear Power Plant Staff Working Hours) and any other applicable NRC requirements.



## **EXHIBIT "B"**

### **16.0 APPLICABILITY**

The provisions of Exhibit "B" apply to employees of Crystal River Unit No. 3. Where not specifically covered in Exhibit "B" the existing provisions provided elsewhere in the Memorandum of Agreement will take precedent.

- All nuclear classifications receiving 3% will be increased to 4%
- Reactor Operator License Classifications will receive an additional .25/hour premium to base wages.

## EXHIBIT "C"

### ENERGY SUPPLY APPRENTICESHIP PROGRAM

#### I. STANDARDS

##### A. Prerequisites/Preprogram Screening.

1. Employment criteria already established by Human Resources (HR) for hiring:
  - a) Apprenticeship screening should be part of the HR hiring.
  - b) All applicants will have to pass the MASS and/or POSS Test. This will eliminate the need for minimum duties & qualifications. Any employee entering the operator progression will be required to pass the POSS test.
  - c) New hires must pass a physical abilities evaluation.
2. Only FPC regular bargaining unit employees will be part of the program.
3. All participants pass a review by the Apprentice Review Committee.
4. Apprentice positions will be posted and filled per the Memorandum of Agreement. Once all qualified applicants have been exhausted within the company, then selections can be made from outside the company.

Previous experience credit:

  - Credit for previous experience and training in this trade may be allowed such credit to be stated on the apprenticeship agreement.
  - Apprentices who receive credit for previous experience and training shall be paid, upon entrance, the wage rate of the periodics to which such credit advances them.
  - The level of placement in the program, determined by the Apprentice Review Committee, may be granted to an apprentice for prior work experience.
  - All credit granted of more than 1000 hours OJT will require an evaluation method which, at minimum, incorporates the following:
    - a) Consideration of time worked in the specific occupation, or in a related occupation; and
    - b) Consideration of the wages an incoming apprentice is earning.
      - Documentation as to how credit was granted must be maintained by the Program administrator for a period of five years following the action,
      - Apprentices who receive credit will be required to display minimum mastery equal to credit given.
    - c) Must pass tests that other apprentices pass to that point.

## ENERGY SUPPLY APPRENTICESHIP PROGRAM

- d) Must demonstrate the On-The-Job Training (OJT) that other apprentices demonstrate to that point.

### B. Evaluation For/During Progress Through Program.

#### Measurement of ability and progress:-

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

#### On-The-Job Training (OJT)

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

#### Feedback at Frequent Intervals:

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

#### Evaluations at milestones by the Program Administrator:

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

#### Inputs should be:

- Test Results
- OJT Sign Off Progress

## **ENERGY SUPPLY APPRENTICESHIP PROGRAM**

- Feedback Results
  - Training Critiques
  - c) The meetings shall be at least every 6 months, which shall include a "Face to Face" feedback to the Apprentice.
  - d) Apprentice has the opportunity to express his/her thoughts on his/her progress and the program.
  - e) The meeting has two parts:
    - Program Administrator reviews data with the Training Department and reaches consensus on feedback.
    - Program Administrator meets Apprentice to review his/her progress.
      - 1) The first line Supervisors have responsibility to assure progress issues are resolved immediately.
- C. Addressing employees that are failing the program as determined by the Apprentice Review Committee.
- a) The Apprentice Review Committee will address Apprentices who are not progressing satisfactorily. Employees who have failed out of the Apprenticeship Program will not be eligible for readmission to the program. A current employee who fails the program will return to his/her former position or a similar position where there is a vacancy for up to one year from the time the employee enters the program. After this time, they will be given 90 days with which to find a position for which they are qualified. New hires (hired after the program establishment) who fail out of the program will be given ninety (90) days with which to find a position for which they are qualified.
  - b) Issues addressing the program or the interpretation of the above will be first addressed by the Apprentice Review Committee. If the issue cannot be resolved and the employee files a grievance, the first step will be filed with the Program Administrator.

### **Definitions:**

A new hire is defined as an employee hired after the program is first established within FPC (date to be added here).

A current employee is defined as an employee hired prior to the establishment of the program within FPC (date to be added here).

## **II. PROGRAM DESIGN AND TIME FRAME**

- A. Overall Program Design
  - 1. The program is designed to produce highly skilled journeymen.
  - 2. The program assures Apprentices are allowed to focus on program content (training and other requirements/milestones.)
    - a) Adherence to the mentoring program.
    - b) Strict adherence to timeline and milestones.

## ENERGY SUPPLY APPRENTICESHIP PROGRAM

- c) Shift work, rescheduling, upgrade and overtime available only if it does not interfere with training, timeline, or milestones.
  - d) Vacation not to interfere with the training schedule. Training schedule to be posted by March 1.
  - e) Absences to be addressed by the Program Administrator.  
Use development manuals already established for OJT/Task identification and course outline identification.  
Transfer student data and training to ATM as it is developed.
3. Clarify distinctions between assistant and apprentice.
- a) Apprentice Operator and Apprentice Lab Technician positions need to be added to contract.
  - b) Phase out Assistant Plant Operator, and Assistant Lab Technician positions by attrition.  
Re-post Plant Operator and Lab Technician positions as needed.
  - c) Net new Apprentice Operators and Apprentice Lab Technicians added as needed.
- B. Timeframes and Milestones
- 1. Length of program determined by course content and OJT:
    - a) Apprentice Operators - 4 years (approximate).
    - b) Apprentice Mechanics - 4 years (approximate).
    - c) I&C Apprentices - 4 years (approximate).
    - d) Apprentice Electricians - 4 years (approximate)
    - e) Apprentice Lab Technicians - 4 years (approximate).
  - 2. Timeframe and hours for each craft program:
    - a) OJT time will be determined by the individual program content.
    - b) Training course time determined by individual program content, but no less than 144 hours first year.
  - 3. Top and Bottom Step with incremental steps tied to progress:
    - a) Wage steps not less than 6 month intervals if progressing satisfactorily as determined by the Program Administrator.
    - b) Make step intervals equal to the length of the program (i.e. 4 years equals 8 steps).
    - c) At completion of Apprenticeship Program the Apprentice shall receive journeyman pay in accordance with Article III, Section 11(A) of the Memorandum of Agreement.
  - 4. Progress Incentives:
    - a) Step Pay increases.
    - b) Journeyman when program is complete.
  - 5. Address the ability to move faster:
    - a) Courses to be held at CR Site and Bartow/Anclote Site two times a year at each Site.

## ENERGY SUPPLY APPRENTICESHIP PROGRAM

b) OJT completed at students pace not to exceed 4 yrs.

### C. Craft Training

1. The intent of the program is:

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

2. Address the ability to change craft:

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

### D. Skills Needed.

1. Safety skills:

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

2. Fundamentals Courses - all inclusive for all classifications:

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

TOTAL

228 Hours  
28 Work Days

## ENERGY SUPPLY APPRENTICESHIP PROGRAM

3. Hands-on Skills
  - a) As identified and practiced in OJT.
4. All classifications will spend a minimum of 2 weeks and a maximum of four (4) weeks in Operations in the plant for familiarization.  
This shall not apply to APO's.
5. Theory
  - a) As identified and taught in classroom for each classification.
6. Skills for Future Technologies
  - a) Continue looking at all available training programs for future program improvements.

### III. TEAMING

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

## ENERGY SUPPLY APPRENTICESHIP PROGRAM

### IV. COMMITMENT

- A. Company/Employee Commitment.
  - 1. Use the state form or some variation of the form (Endenturement Agreement) upon approval of the System Committee. (Once committed, the employee will not be able to bid out of the Apprentice Program – which commitment will be part of the Endenturement Agreement).
  - 2. The Apprentice Review Committee and Apprentice BOTH sign acknowledging their commitment for their responsibility and part in assuring successful completion of the program.
- B. Opportunity to Train.
  - 1. All Apprentice positions must be allowed time to attend classroom training and OJT.
  - 2. Apprentice positions will require some flexibility in shift assignments to facilitate training.
- C. Program Staffing
  - 1. Apprentice Review Committee Members must be allowed time to perform their duties.
  - 2. A Program Administrator must be established.
  - 3. Mentors must be established.
  - 4. On The Job Evaluators must be established.
  - 5. Additional resources such as training, clerical, etc. must be budgeted.
- D. Employee will be a journeyman when apprenticeship is completed.
  - 1. Endenturement Agreement will indicate that candidate may be subject to reassignment upon completion of the program.
    - a) Journeyman positions will be filled by posting.

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



EXHIBIT "D"

Memorandum of Understanding

Assistant System Protection & Control Technician Program

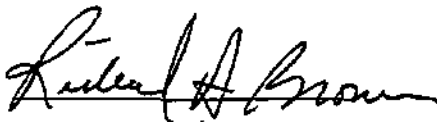
This Memorandum of Understanding ("Memorandum") is agreed to between Florida Power Company ("Company") and the IBEW System Council U-8 ("Union") regarding the Assistant System Protection & Control Technician ("Assistant") Program.

1. Qualified candidates will be selected based on seniority. Candidates are qualified based upon the Job Qualifications Document for Assistant System Protection & Control Technician (Attachment "A") and successful completion of a prequalification test designed to assess understanding of electrical and electronics theory and computer and software knowledge. The program consists of seven steps. Promotion to the next step will occur every six months provided the Assistant meets performance standards. Management will conduct performance evaluations and the Assistant will be expected to successfully complete training module testing in order to continue in the program. The Assistant will be given three opportunities to successfully pass the testing for each of the seven training modules/steps. Assistants failing to progress through the steps will be dropped from the program and will be displaced back to their previously held position. Upon completion of all seven steps of the program, the Assistant will be qualified to bid on a System Protection and Control Technician position.
2. Initially three new Assistant positions will be posted, which will be net new positions in the Transmission Department. Future staffing levels in the Transmission Department will depend upon business conditions.
3. The Memorandum of Agreement (page 97) shall be amended as follows:

	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>
(NS) Assistant System Protection & Control Technician	19.58	20.52	21.46	22.40	23.33	24.26	25.20

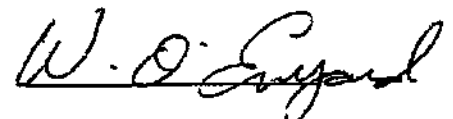
4. The current Job Qualifications for the Assistant as determined by the Company shall be as set forth in Attachment "A."

For the Company:



Date: 10/31/2001

For the Union:



## Attachment "A"

### Job qualifications for: Assistant System Protection & Control Technician (Revised 10/31/2001)

#### 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 parameters.
- Ability to pass a test that demonstrates a basic knowledge of computers and associated software.
- Ability to demonstrate a strong aptitude for technical work.

#### 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.

#### QUALIFICATION TESTS (To become a 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.

COPY

Addendum to the

Memorandum of Understanding dated October 31, 2001 for the

Assistant System Protection & Control Technician Program

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

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

For the Company:

Richard V.M. Heston  
Name

5/3/02  
Date

For the Union:

W. O. Engard  
Name

4/30/02  
Date

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

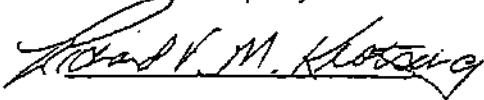
This Memorandum of Understanding ("Memorandum") is agreed to between Florida Power Company ("Company") and the IBEW System Council U-8 ("Union") regarding the reorganization of the staffing for the Bartow/Anclote Pipeline and terminals.

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

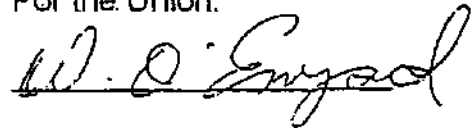
the job satisfactorily. Employees who fail to prove their ability within that time will be returned to their previous positions.

6. There will be no Chief position for the Fuel Technician classification however similar to Article III section 12, paragraph G: when three (3) employees or greater are on the job for two (2) hours or more, and the Fuel Handling supervisor is off site, the senior Fuel Technician on duty will be upgraded to Lead Fuel Technician and paid thirty five cents (\$0.35) per hour above the top wage bracket of Fuel Technician.
7. The Pipeline and terminals will be set up as its own reporting headquarters, and the Fuel Technicians will share overtime and call-out responsibilities only among themselves and not with any other Production Department employees. Fuel Technicians may be required to report for work at either of the terminals or anywhere along the pipeline as needed.
8. The wage rate for the Fuel Technician classification shall, effective December 3, 2001, be the same as provided for Mechanics and Fuel Equipment Operators, with three steps, \$21.89, \$23.22, and \$24.54 per hour. The rate paid to qualified bidders as set out in Paragraph 6 above will be \$24.54 per hour, once they become placed into the Fuel Technician positions.
9. Should the Company elect in the future to create an Apprentice position for the Fuel Technician classification, that position shall be paid at the then-prevailing wage progression for the Apprentice Mechanic classification.
10. All outstanding grievances regarding the Anclote/ Bartow pipeline and fuel terminals, including Grievance Nos. 95-01-0172, 95-00-0198, 95-01-0208, 00-01-0076, 00-01-0077, and 00-01-0179, and any other outstanding grievances regarding the Anclote/Bartow pipeline and fuel terminals, shall be withdrawn and considered resolved on a non-precedential, non-prejudicial basis.
11. Fuel technicians assigned to the pipeline will work 5 day / 8 hour schedules with the ability to schedule start times between 6 am to 10 am.

For the Company:



For the Union:



Date:

Oct. 24, 2001

## Fuel Technician Qualifications

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

## Fuel Technician Qualifications

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

## Fuel Technician Qualifications

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



## TURBINE CREW ASSIGNMENT

### TURBINE CREW

- Qualifications are the same as present Mechanic, Certified Welder Mechanic, and Master Mechanic qualifications.
- The Turbine Crew will be non-headquartered in the same fashion as the SMC traveling crew. Jobs will be posted under RA 717.

### WORK ASSIGNMENTS

1. Group will serve as a Turbine Crew for all system turbine outage work and will not be integrated into the plant shops when assigned to turbine work during an outage.
2. During turbine outage assignments, the Turbine Crew will not be placed on the plant/SMC integrated overtime roster, and will not be subject to boiler or balance of plant call-outs.
3. Turbine outage scheduled or non-scheduled overtime work will first be assigned to the Turbine Crew, and any plant employees assigned to the Turbine Crew regardless of their position on the plant/SMC overtime roster. When employees are temporarily assigned to the Turbine Crew, their overtime hours will be meshed in with the Turbine Crew overtime list.
4. Temporary step-ups to turbine Master Mechanic for turbine related work will be made from the Turbine Crew, excluding supplementary employees.
5. During turbine outages or if sufficient turbine work is available during non-turbine outages, Turbine Crew personnel will not be assigned to boiler or balance of plant work.
6. Turbine crew personnel will be eligible for step-up to Master Mechanic for boiler or balance of plant work, when there is no turbine work being performed. Boiler personnel will be eligible for step-up to Turbine Master Mechanic when there is no boiler work being performed.
7. Turbine crew will be supplemented on an as-needed basis with other SMC, plant and temporary personnel.
8. During periods when no turbine work is in progress, the Turbine Crew personnel will be assigned to any other work activity handled by the SMC.
9. The turbine maintenance tool room(s) when manned will be manned with regular FPC employees.
10. Turbine Master Mechanic will be paid at the same wage rate as Master Mechanic, Turbine Certified Welder Mechanic will be paid at the same wage rate as Certified Welder Mechanic and Turbine Mechanic will be paid at the same wage rate as Mechanic, as set out in Exhibit A.

### FUTURE VACANCIES

- Future vacancies on the Turbine Crew will be filled by the posting and bidding procedure.
- Should any reduction in forces occur, Master Mechanic, Certified Welder Mechanic, and Mechanics in the production department will have rolling rights to the Turbine Crew.

The following represents a sequence to call when filling overtime for fossil plants at Crystal River (CR):

**Sequence for CR 1&2**

	Check Off	Date
1 CR 1&2		
2 CR Coal Plant Site		
3 CR 4&5		
4 SMC		

**Sequence for CR 4&5**

	Check Off	Date
1 CR 4&5		
2 CR Coal Plant Site		
3 CR 1&2		
4 SMC		

**Sequence for CR Coal Plant Site**

	Check Off	Date
1 CR Coal Pant Site		
2 CR 4&5 OR CR 1&2 (depending on site affected)		
3 SMC		

**PLEASE NOTE: Red Edge Letter 23 defines examples where continuity of work takes precedent over Article VI, Section 6(A) [equal distribution of overtime.]**


**Tom Davis (extension 5465 or cell phone 7918) should be contacted for access to the SMC tool facility.**

**Mike Noland (extension 6016, cell phone 7697 or home phone 527-3035) should be called for overtime assignments for the SMC.**

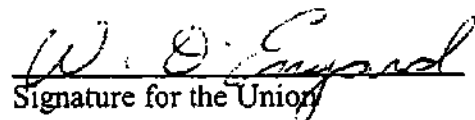
**Outage Protocol Crystal River Site**

7/9/03

1. Support headquarters will determine how many employees can be spared for assignment to the outage. Volunteers will be asked for and in the event there are more volunteers than can be allowed, the volunteers will be determined by the support headquarters overtime list.
  
2. Volunteer employees will be assigned to the reporting headquarters and will assume the high man at the reporting headquarters overtime list(s) and then offered the ability to work Item 41 project work as available. From that point, project staffing will proceed according to Item 41 of the 1991 Memorandum of Changes. If additional staffing is needed after the available outage work force has been exhausted, then the work will be offered per the Crystal River Call-out Protocol process per the 2002 Memorandum of Changes with supporting headquarters approval. Work is to be offered to regulars first for additional staffing requirements.
  - a) If an Item 41 project needs to work an extended schedule, ie: 7-12's it will be accomplished by offering it to regular employees on other item 41 projects per the overtime list. If additional employees are still needed, then it will be accomplished by using the Crystal River Call-Out Protocol per the 2002 Memorandum of Changes. If the extended schedule is not longer needed then the regular employees shall return to their respective Item 41 project or headquarters.
  
3. Personnel from other headquarters will be allowed to work weekend overtime on non-project work per the Bartlett/Ford grievance settlement restricted to the number of temporaries working non-project work.
  
4. Supporting headquarter shops will be allowed to rotate employees on a voluntary basis per the overtime list(s) through the reporting headquarters shop(s) only if there were more volunteers than assigned to the outage. This does not apply to Item 41 project work, the contract language will apply.

  
\_\_\_\_\_  
Signature for the Company

7/11/03  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature for the Union

7/11/03  
\_\_\_\_\_  
Date

## SCHEDULE OF TIME LIMITS UNDER GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE STEP	MAXIMUM NO. OF DAYS	REASON FOR TIME PERIOD	WHO IS REQUIRED TO ATTEND
Step No. 1	30	Period during which the employee has to discuss with his/her immediate supervisor after the cause of the grievance first becomes known to the employee.	Immediate Supervisor, Employee, and/or the Steward.
	10	Employee and/or the Union Representative must submit a 1st step grievance in writing to the employee's immediate supervisor.	
	10	The supervisor must respond to the grievant in writing, within ten days following receipt of the written 1st step grievance from the employee and submit a copy to the Labor Relations Department.	
	10	The employee or Local Union Representative must send notice by U.S. Mail to the Labor Relations Department of the Company, within 10 days after the supervisor's written 1st step response, with a copy to the immediate supervisor, if they desire to continue to the next step.	

## SCHEDULE OF TIME LIMITS UNDER GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE STEP	MAXIMUM NO. OF DAYS	REASON FOR TIME PERIOD	WHO IS REQUIRED TO ATTEND
Step No. 2	20	After the Labor Relations Dept. receives the 2nd step notice, a meeting is to be scheduled by the Labor Relations Department.	Immediate Supervisor, Supervisor's immediate superior, Local Union Grievance Committee, and a representative of the Labor Relations Department.
	20	Time after the above meeting is held that Management notifies the Union by U. S. mail of the Company's decision.	
	20	The Union Grievance Committee during this time notifies the Labor Relations Department of the Company by U.S. mail that the grievance is to be taken to the next step, if they desire to go to 3rd step.	

## SCHEDULE OF TIME LIMITS UNDER GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE STEP	MAXIMUM NO. OF DAYS	REASON FOR TIME PERIOD	WHO IS REQUIRED TO ATTEND
Step No. 3	40	The period after receipt of the above notice, a meeting is to be scheduled by the Labor Relations Department.	System Council Committee (which shall not consist of more than 5 members) and representatives of the Company. The Labor Relations Department shall appoint the appropriate management panel. An International Representative may be present.
	20	Time after above meeting is held that Management notifies the Union by U.S. Mail of the Company's decision. If not satisfactory,	
	40	Either party is to give written notice during this period of their demand for arbitration.	

## SCHEDULE OF TIME LIMITS UNDER GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE STEP	MAXIMUM NO. OF DAYS	REASON FOR TIME PERIOD	WHO IS REQUIRED TO ATTEND
Step No. 4 Arbitration	10	Time after the above notice is given that the matter is to be referred to a temporary two member Board of Arbitration, the Company and the Union each respectfully designating one member.	
	5	Period for the Company and the Union members of the Board of Arbitration to select a third member. If they are unable to agree,	
	10	Either party during this period requests Federal Mediation & Conciliation Service to appoint a panel of seven persons.	
	10	Time for selecting a third member of the Board of Arbitration from the panel.	
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- No. 1 Reduction in Forces - "Roll Back" - Article III, Section 8 (A), dated March 22, 1968
- No. 2 Call-Out and Upgrade to Working Foreman, dated August 16, 1966. Remove and discard. Now included in Union Contract.
- No. 3 Contingent Assignment - Special Equipment Operator and Winch Truck Driver-Helper, dated July 9, 1968
- No. 4 Emergency Work - Crossing Boundary Lines Between Working Headquarters, dated January 17, 1967
- No. 5 Ninety-Day Trial Period - Plant Personnel - Article III, Section 4, dated April 25, 1967
- No. 6 Aerial Basket Work - Article VII, Section 8 (G), dated April 25, 1967
- No. 7 Conventional Line Work - Article VII, Section 8 (F), dated December 10, 1981 (Revised).
- No. 8 Overhead and Underground Work Assignments, dated December 15, 1983 (Revised).
- No. 9 Temporary Assignments Between Bayboro and Bartow Plants and Inglis and Crystal River Plants, dated April 25, 1967. Remove and discard. Now included in Union Contract.
- No. 10 Overtime While On Contingent Assignment - Article VI, Section 6 (B), dated August 28, 1970
- No. 11 Transfer of Employees, dated October 31, 1967
- No. 12 Call-Outs and Temporary Upgrading to Foreman and Working Foreman, dated April 18, 1968
- No. 13 Hauling Materials, dated May 15, 1968
- No. 14 Line Department Call-Outs, dated February 20, 1969
- No. 15 Work Continuation Meal Provision, dated March 21, 1973 (Revised).
- No. 16 Laborers Driving in Production Department, dated August 28, 1970
- No. 17 Eastern Division Laborer Crew, dated August 28, 1970
- No. 18 Vacation Policy, dated August 28, 1970
- No. 19 Line Department Employee Residence, dated August 28, 1970. Remove and discard. Now included in Union Contract.

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- No. 20      Payment for Lunch Following Early Reporting - Article VII, Section 7 (E) and Article VII, Section 7 (G) (1), dated August 28, 1970
- No. 21      Payment of Time for Breakfast - Article VII, Section 7 (G) (1), dated August 28, 1970
- No. 22      Pre-arranged Overtime - Article VI, Section 5 (C), dated August 2, 1971
- No. 23      Overtime Distribution - Article VI, Section 6 (A), dated August 2, 1971
- No. 24      Upgrading - Article III, Section 12 (B) (1), dated August 20, 1971. Remove per Item 71 in 1971 negotiations.
- No. 25      Policy on Replacement of Employees' Tools - Article VII, Section 11, dated January 21, 1972
- No. 26      Call-Outs Prior to Regular Working Time - Article VI, Section 5 (A), dated September 7, 1972
- No. 27      Availability for Overtime, dated November 10, 1972
- No. 28      Training of New Aerial Bucket Truck Drivers, dated November 10, 1972
- No. 29      Meter Reader Work During Rain, dated February 19, 1973
- No. 30      Scheduling in Production Department, dated October 28, 1974
- No. 31      Employee Home Telephone Numbers, dated May 20, 1975
- No. 32      Use of Company Vehicles, dated June 10, 1975
- No. 33      Change of Intent in Item 28 of Memorandum of Changes, (Scheduling in Production Department), effective December 22, 1975, dated May 26, 1976
- No. 34      Periodic Wage Increases, dated February 28, 1977
- No. 35      Change of Schedule for Non-Shift (N.S.) Employees, dated February 28, 1977
- No. 36      Assignment of Holiday Work, dated April 27, 1977

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- No. 37      Scheduling of Distribution Dispatchers, dated  
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- No. 38      Upgrading of Lineman Apprentice, dated  
December 28, 1983 (Revised).
- No. 39      Ground Help, dated December 15, 1983.

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Reduction in Forces - "Roll Back"      DATE: 03/22/68  
Article III, Section 8 (A)

TO: Supervisors of Employees Covered by Union Agreement

Seniority, as referred to in Article III, Section 8 (A) of the Union Agreement, means system-wide departmental seniority, as established by the seniority roster.

When a position is abolished, the individual holding the least departmental seniority in the classification, at that location, is affected. Upon receiving notice from the Company that his job is abolished, the employee is given a reasonable period of time (normally ten days) to notify the Company if he wishes to be assigned another position for which he "has the ability to perform the work". (The Company interprets this to mean that he must be qualified to do the work, just as if he were bidding on a posted vacancy.)



George E. Greene, III

geg/tsj

cc: Mr. T. F. Thompson  
Mr. M. L. Overton

NOTE: This is a revision.  
Destroy Letter No. 1,  
dated 04/25/67.

INTERPRETATIONS OF UNION AGREEMENT

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Contingent Assignment - DATE: 07/09/68  
Special Equipment Operator  
and Winch Truck Driver-Helper  
Article III, Section 3 (D)  
Article III, Section 12 (E) (1) and (2)

TO: Supervisors of Employees Covered by Union Agreement  
  
(Especially directed to the attention of Supervisors of  
Line Department)

The purpose of this revision is to eliminate special interpretation No. 3. The effect of this interpretation placed us in violation of Article III, Section 12 (E) (2), which at the time was agreeable to the Union but since that time they have reconsidered. Since it is the Company's policy to abide by the contract unless there is mutual agreement with the Union to do otherwise, we find it necessary to rescind Interpretation No. 3.



T. F. Thompson

tft/tsj

cc: Mr. M. L. Overton



UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Emergency Work - DATE: 01/17/67  
Crossing Boundary Lines  
Between Working Headquarters

TO: Supervisors of Employees Covered by Union Agreement

We wish to clear up any uncertainty about Management's position regarding distribution of overtime between reporting headquarters. Because separate reporting headquarters maintain separate overtime lists, we recognize the importance of calling out emergency crews from the reporting headquarters serving the trouble area.

One purpose of establishing separate reporting headquarters is to establish crews nearest to points of possible trouble. Therefore, in the majority of cases the crews who are normally responsible for a customer are called out to work cases of trouble for that customer. There are cases in the more highly populated areas where the boundary line is somewhat artificial in which the decision to cross a boundary line becomes somewhat of a problem. There will be cases that a crew is finished up in one district when a case of trouble occurs in a neighboring district and it is the supervisor's judgment that he can more quickly restore service to the customer by using the crew already on duty.

There will be doubtful cases concerning the relative advantage of using the neighboring crew. The supervisor should then recognize the other consideration of balancing overtime payments when making his decision. In the usual case, however, the problem is clear-cut and we, of course, wish to have the crew called that is normally responsible during daylight operation.

The above statements are excerpted from a recent grievance between the St. Petersburg and Pinellas Park Districts areas and the full text of the grievance decision is being distributed to those directly interested.

  
T. F. Thompson

tft/ncc

cc: Mr. G. E. Greene  
Mr. M. L. Overton

INTERPRETATIONS OF UNION AGREEMENT

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Ninety-Day Trial Period - DATE: 04/25/67  
Plant Personnel  
Article III, Section 4

TO: Supervisors of Employees Covered by Union Agreement

During the 1966 negotiations for the contract effective October 24, 1966, plant personnel were included in the ninety-day clause under subject paragraph.

The following Company statement was issued:

"We agreed to allow necessary time up to ninety calendar days to plant personnel transferring from one plant to another to prove ability to handle the job satisfactorily.

"The selected employee will be informed of his satisfactory performance as soon as it can be determined within the ninety-day period.

"It is understood that his provision does not extend the time during which an employee may decline to accept a job for which he has bid, as described in Article III, Section 7 (G)."

  
George E. Greene, III

geg/ncc

cc: Mr. T. F. Thompson  
Mr. M. L. Overton





FLORIDA POWER CORPORATION  
LABOR RELATIONS  
UNION AGREEMENT INTERPRETATION

SUBJECT: Overhead and Underground  
Work Assignments

DATE: 4/30/97

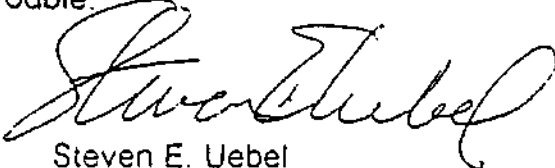
TO: Supervisors of Employees Covered by Union Agreement

During the 1983-84 negotiations, Management and the Union agreed that all work on primary cables requiring hand-applied splices, secondary network cables and related network equipment shall be installed and maintained by the network section of the Line Department.

When a call-out for underground trouble, other than network, is necessary in the Jamestown and St. Petersburg Operating Centers, network and distribution personnel will be called from a common overtime list.

When a call-out for underground URD trouble is necessary, the low overtime qualified persons on the overhead and URD crews of Clearwater Line Department will be called first. When qualified overhead and URD personnel are not available, the Network personnel will be called for URD trouble.

When network personnel are not reasonably available in the St. Petersburg Operating Center, other distribution line personnel will be used on underground trouble.



Steven E. Uebel

NOTE: This is a revision.  
Destroy Letter No. 8  
(Dated 11/24/81, Revised  
Dated 12/15/83, Revised)





UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Call-Outs and Temporary  
Upgrading to Foreman and  
Working Foreman

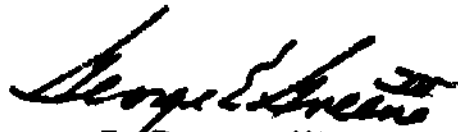
DATE: 04/18/68

TO: Supervisors of Employees Covered by Union Agreement

Article III, Section 12 (A), provides that in the absence of a Foreman, a Journeyman will be assigned as substitute Foreman.

Article III, Section 12 (B) (1), covers the temporary assignment of an employee to a higher job classification (including Working Foreman) and states that "The senior employee in each location who is qualified to do a good workmanlike job will be given such temporary assignment."

The Company and the Union have agreed that for the purpose of implementing these clauses in replacing Foremen and Working Foremen in the Line Department such assignments will be made from the Working Foreman or Lineman classifications. Servicemen will not be considered eligible for such upgrading.



George E. Greene, III

geg/tsj

cc: Mr. T. F. Thompson  
Mr. M. L. Overton







UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

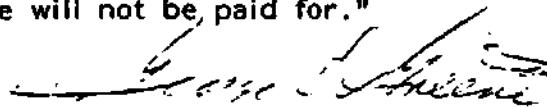
SUBJECT: Work Continuation Meal Provision      DATE: 03/21/73  
TO: Supervisors of Employees Covered by Union Agreement

Article VII, Section 7 (G) (2) of the Union contract reads as follows:

"When work continues one and one-half (1½) hours or more after regular quitting time, (i.e., eight (8) hours after regular starting time exclusive of meal time), employees will have their next meal paid for by the Company provided the extended work period has prevented the employees from obtaining their next meal in their usual manner. When an employee is required to work past his meal time as specified above, he shall be provided a meal by the Company as soon as reasonably possible and be paid at his overtime rate for the time required to eat it, not to exceed one-half (½) hour. If the work continues, additional meals will be paid for and time to eat them as specified above after each five (5) hours of work. When employees are scheduled to work ten (10)-hour extended workdays, the newly scheduled starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph; provided, however, if an employee is required to work one-half (½) hour or more beyond the ten (10) hours, he shall be entitled to meals and pay for the time to eat them as provided above."

It is not necessary for an employee to turn in a meal ticket to receive the one-half (½) hour overtime pay this paragraph may provide. If he is entitled to a meal and overtime pay under the above clause, he should be paid for an additional one-half hour meal time whether he chooses to eat in a restaurant or at home.

Article VII, Section 7 (J) continues to apply as in the past: "Reimbursement for meals shall be made only on presentation of a receipt. Meals eaten at home will not be paid for."



George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton

NOTE: This is a revision.  
Destroy Letter No. 15,  
dated 07/24/80.

INTERPRETATIONS OF UNION AGREEMENT



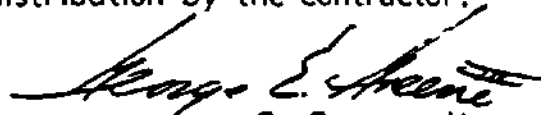
UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Eastern Division Labor Crew                      DATE: 08/28/70

TO: Supervisors of Employees Covered by Union Agreement

During the 1969-70 negotiations with the Union, Management agreed to continue work practices involving the Eastern Division Laborer Crew which were agreed to in February, 1965. This agreement is covered in Mr. R. R. Kyle's letter of February 8, 1965, to Mr. D. D. Hays.

This agreement provides that under normal circumstances the Laborer Crew is not to be used for hauling poles from the pole pile and unloading them at the stake where they are to be set. This Crew will haul poles from pole pile to pole pile when necessary and will haul poles to the location of a Line Contractor's supply and assembly headquarters. In this case, it is expected that they will be left on the trailer for distribution by the contractor.

  
George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton

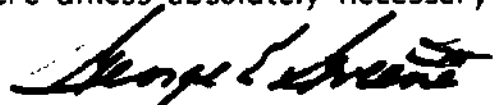
INTERPRETATIONS OF UNION AGREEMENT



Interpretation of Union Agreement  
Letter No. 18 (continued)  
Page Two  
08/28/70

Company policy on the days off preceding the designated vacation week remains as outlined in Mr. M. F. Bunnell's memorandum of April 25, 1962, "In most cases, the employee will have off days immediately preceding the designated vacation week. It is the Company policy that when an employee has finished his week's work in the week preceding his vacation, he is free to leave on his vacation trip and would not be asked to work overtime on the off days preceding his vacation, except it be an unusual emergency that makes it necessary. It would have to be a situation where the employee's services are urgently needed, such as an impending hurricane.

"When employees have had their requested vacation schedule approved, most of them make plans for a vacation trip, which sometimes include leaving immediately following the completion of work in the week preceding. To change one's plans at the last moment may cause much inconvenience and possibly some expense where reservations are involved, and we should not interfere unless absolutely necessary."



George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton





UNION AGREEMENT INTERPRETATIONS  
 FLORIDA POWER CORPORATION  
 PERSONNEL DEPARTMENT

SUBJECT: Payment of Time for Breakfast      DATE: 08/28/70

TO: Supervisors of Employees Covered by Union Agreement

Article VII, Section 7 (C) (1), reads as follows:

"When employees are required to report for work one and one-half (1½) hours or more before regular starting time, they will have such meals as they customarily eat before going to work paid for by the Company and lunch where the employees normally bring their lunch. When the work continues past the regular starting time, the employees shall be allowed time off with pay not to exceed one-half (½) hour to eat, except Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty."

The phrase, "When the work continues past the regular time, the employees shall be allowed time off with pay not to exceed one-half (½) hour to eat," means that if the employees are not allowed to eat until after their regular starting time because the work has continued, they will be allowed time off with pay to eat. If they are given time off to eat prior to their normal reporting time, they will eat on their own time rather than Company time even though the work itself may continue past the regular starting time.

For example, a crew which normally goes to work at 7:30 a.m. is required to report at 5:00 a.m. If the work prevents them from eating breakfast until 7:30 or later, they would be paid up to one-half (½) hour to eat. If, on the other hand, the work is such that they can eat breakfast prior to their normal reporting time, at 6:30 for instance, the Company would pay for the meal but not for the time to eat it.

  
 George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton

INTERPRETATIONS OF UNION AGREEMENT

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Pre-arranged Overtime DATE: 08/02/71

TO: Supervisors of Employees Covered by Union Agreement

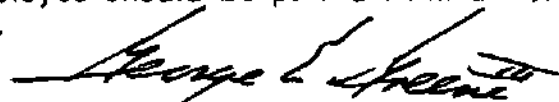
Article VI, Section 5 (C) reads as follows:

"When pre-arranged overtime construction or maintenance work is scheduled to be performed on a holiday or on scheduled days off, at least four (4) hours of work will be provided at the applicable overtime rate of pay. If an employee is required to report for any other pre-arranged overtime work, he shall be paid the same minimum as that applicable to a call-out."

It has been called to our attention that there are some misinterpretations of this clause. The following comments may help you in applying this clause:

1. It only applies to "prearranged overtime construction or maintenance work." In essence, this means the employees must be either building something or repairing something. There may be other types of pre-arranged overtime such as switching, but this work is covered by Section 5 (A) with a two (2)-hour minimum.
2. The phrase "on a holiday or on scheduled days off" is clear. If the pre-arranged overtime construction or maintenance work is on a regularly scheduled work day, a two (2)-hour minimum applies.
3. The clause reads, "at least four (4) hours of work will be provided," This obligates the Company to provide at least four (4) hours work if we are going to pre-arrange overtime construction or maintenance on a holiday or scheduled days off. This differs from the standard call-out clause in which we pay an employee a minimum of two (2) hours even though he may work less. Under the pre-arranged clause, if we do not provide four (4) hours work, we are still obligated for four (4) hours pay, but the opportunity is there to assign four (4) hours of work.

If pre-arranged overtime work does not meet the conditions in points one and two above, the employee should be paid a minimum of two (2) hours rather than four (4).



George E. Greene, III


geg/tsj

cc: Mr. M. L. Overton



Interpretation of Union Agreement  
Letter No. 23 (continued)  
Page Two  
08/02/71

The Company does have the obligation to distribute overtime "as nearly equally as reasonable" and supervisors should always work in this direction. When reasonable, this will be accomplished by calling the low man. If there are good and valid reasons for calling someone other than the low man, this is permissible within the letter and spirit of the contract.



George E. Green, III

geg/tsj

cc: Mr. M. L. Overton



UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Call-Outs Prior to DATE: 09/07/72  
Regular Working Time

TO: Supervisors of Employees Covered by Union Agreement

Article VI, Section 5 (A) reads as follows:

"If an employee covered by this agreement, other than Attended Substation Operators where such employee lives on the property, be called out after the close of his scheduled work-day and before the beginning of his next scheduled work-day, he shall be paid a minimum of two (2) hours at the applicable overtime rate; except that 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 August of 1971, a grievance was filed by Serviceman Daniel B. Knight in Madison who had by pre-arrangement done some switching at 7:00 a.m. on a day when he was regularly scheduled to begin work at 8:00 a.m. He completed his switching and returned home at about 7:20 a.m. and was paid one hour at the overtime rate (7:00 a.m. to 8:00 a.m.). Management contended that the one-hour pay was proper, arguing that the intent of the above contract paragraph was to pay a man no more than the "clock time" up until when he would normally have come to work. The Union argued that since the man completed his work and returned home, it should be treated as a separate call-out and he should be paid a minimum of two hours time.

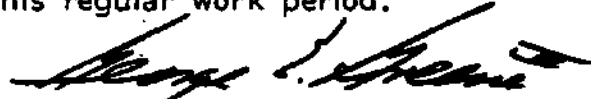
Management denied the grievance at the second step and a third step grievance was held on October 28, 1971. The Management Committee also turned down the Union grievance following the third step meeting. In December, the Union advised that they were taking the matter to arbitration under Article IX, Section 3 (A). Because of the time delay in the selection of arbiters, the actual arbitration meeting was deferred. In the meantime, Management proposed in the current negotiations a contract change which would have had the effect of paying an employee under these circumstances only the time for when he reported to work up until his regular starting time. The entire matter was debated at length in negotiations over many months.

Interpretation of Union Agreement  
Letter No. 26 (continued)  
Page Two  
09/07/72

Management attempted to sell the Union on the reasonableness of its position but was unable to do so. Finally, after careful consideration of the contract language, Management withdrew the item and agreed with the Union's interpretation of the clause in question.

The effect of this is that Management has reversed its position in the Daniel B. Knight grievance. In addition, the same subject was at issue in grievances filed by Serviceman H. G. Wood in Jasper and Serviceman H. L. Guthrie in DeLand. It was agreed that we would not meet on these two grievances but would be guided by the outcome of the Knight grievance. In all three of the above cases, the time in question should be treated as a separate two-hour call-out and the employees should be paid accordingly.

In the future if an employee is called out prior to his regular reporting time and 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 two-hour call-out. In the case of pre-arranged work, there is nothing to prohibit an employee being assigned other work so that his work does continue into his regular work period.



George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton





UNION AGREEMENT INTERPRETATIONS  
 FLORIDA POWER CORPORATION  
 PERSONNEL DEPARTMENT

**SUBJECT:** Training of New Aerial  
 Bucket Truck Drivers

**DATE:** 11/10/72

**TO:** Supervisors of Employees Covered by Union Agreement

At recently concluded negotiations, Management and Union agreed to a statement regarding training of new aerial bucket truck drivers. This statement was discussed at the contract explanation meetings. It is now being sent to you for your reference and compliance.

"It is the Company's policy that new Groundmen should be trained as early as reasonably possible after employment.

"Immediately upon reporting to work, the employee will receive a "Groundman Training Manual for Aerial Bucket Trucks" outlining safety procedures.

"The Foreman and Lineman have the responsibility of ensuring that the Groundman becomes knowledgeable regarding the equipment to which he is assigned. It is expected that most of this would be achieved by on-the-job training.

"Prior to the time that the Groundman passes a written and field test demonstrating his qualifications to operate an aerial bucket truck, the Lineman should not undertake any job which he considers unsafe for him to perform.

"If at any time there is reason to believe a Groundman is not qualified to operate the ground controls of an aerial bucket, prior to beginning or continuing work of a hazardous nature, the Lineman shall instruct him until he is satisfied the Groundman can operate the ground controls safely. This procedure shall apply to all departments where aerial bucket trucks are used."

  
 George E. Greene, III

geg/tsj

INTERPRETATIONS OF UNION AGREEMENT

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Meter Reader Work During Rain      DATE: 02/19/73  
TO: Supervisors of Employees Covered by Union Agreement

Article VII, Section 9, Work During Rain, reads as follows:

"During rain the only line, outdoor substation or exposed underground work to be done shall be that of emergency nature. It will be the policy of the Company to give reasonable consideration to limiting the outside work of other employees when inclement weather conditions exist, providing the nature of the work will permit postponement."

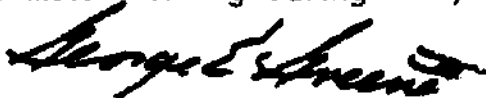
Meter Readers, of course, are "other employees" for whom "reasonable consideration" will be given to limiting the outside work.

In 1970, B. L. Griffin, then Director of Division Operations, wrote Mr. Overton regarding this subject. The text of his letter was as follows:

"This is to confirm to you that on April 6, at a meeting of the Central Division District Managers, I discussed with them the subject of reading meters in the rain. We talked in terms of the basic criteria - that meters would get read and not estimated, but certainly reasonableness and common sense would be applied when reading in the rain was necessary. We would not expect Meter Readers to remain in the office purely because it was a rainy day; they should go to the field and read during slack periods of rain and drizzle, but stay in their vehicles during downpours.

"We do plan to read meters in the rain, but, as stated above, we would expect everyone involved to use reasonableness and common sense as a criteria in this issue."

Mr. Griffin's letter to Mr. Overton serves to expand on the intent of the contract language and should serve to guide supervisors of meter reading personnel regarding questions of meter reading during rainy weather.

  
George E. Greene, III

geg/tsj

cc: Mr. M. L. Overton

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Scheduling in Production Department      DATE: 10/28/74

TO: Supervisors of Employees Covered by Union Agreement

During a recent meeting with the Union System Committee, clarification was reached regarding scheduling provisions for certain production workers under the provisions of Article VI, Section 2 (C) (8). Management and Union agreed that there are only two basic types of production employees - operators and maintenance employees.

Article VI, Section 2 (C) (5), provides normal scheduling hours for Instrument Mechanics, Instrument Mechanic-Water Analysts, Water Analysts, Lab Technicians, and Assistant Lab Technicians. It does not, however, prohibit their being scheduled for shift work along with all other maintenance employees under Article VI, Section 2 (C) (8), during conditions such as outages and plant start-ups.



R. L. Irwin

rli/tsj

cc: Mr. W. A. Sapp

INTERPRETATIONS OF UNION AGREEMENT

UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Employee Home Telephone Numbers      DATE: 05/20/75  
TO: Supervisors of Employees Covered by Union Agreement

We have received a decision favoring the Company's position in an arbitration case involving an employee who refused to supply to the Company the number of a telephone located in his residence.

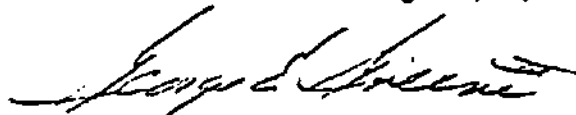
In the case in question, the employee, a member of a line crew, had refused to furnish the phone number to his supervisor saying that it was not his phone but his wife's phone. The supervisor advised the employee that he must give us the phone number if there is a telephone in his home so that he can be reached for emergency purposes. He was told that if he did not do so he would be discharged.

The arbitrator said that "The Company has the right to require the grievant . . . to supply it with the number of the telephone located in his residence." He further found that the employee's grievance was "wholly without merit or substance and accordingly should be and hereby is in all respects denied and dismissed."

In his eight-page decision the arbitrator recognized the responsibility of the Company to provide service to customers on a 24-hour a day basis. He said, "Its ability to meet its responsibilities to maintain a continuity of uninterrupted service is tied directly to the ability to communicate with its employees during non-work hours on call through the most expeditious method feasible, to wit, by telephone - the very basis for the evolution of a long-established custom and practice for all employees to furnish the number of the telephone in their home or living quarters."

It should be pointed out that this decision does not require an employee to have a telephone. Indeed, Article VI, Section 5, of the contract specifies that if we require an employee to have a phone, we must pay for it. (The arbitrator commented, "It may not be ignored that a telephone has long been accepted as essential in the home as running water, indoor plumbing and electric lighting.")

In summary, you can and should require that employees give you their home telephone number as a condition of continuing employment.



George E. Greene, III

geg/tsj

cc: Mr. W. A. Sapp



UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Change in Item 28 of  
Memorandum of Changes,  
effective December 22, 1975

DATE: 05/26/76

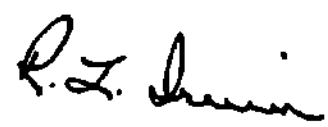
TO: Supervisors of Employees Covered by Union Agreement

In the recent negotiations it was agreed by the two committees to issue a statement in regard to Article III, Section 12 (B) (1). This was Item 28 in the Memorandum of Changes.

At the meeting at Suwannee Plant on Tuesday, February 10, 1976, to explain the contract changes, it was discovered that the wording of Item 28 did not accurately express what the two committees had agreed on.

The following statement is the correct expression of Item 28:

In the application of Article III, Section 12 (B) (1), it is understood that employees on the maintenance shift are considered "available" for the day shift, however, the senior employee on either of the two shifts will receive preference for the upgrade.



R. L. Irwin

rli/tsj

cc: Mr. W. A. Sapp



UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Change of Schedule for Non-Shift (N.S.) Employees      DATE: 02/28/77

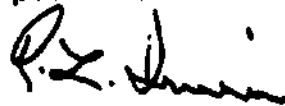
TO: Supervisors of Employees Covered by Union Agreement

Recently a question of what constitutes a change of schedule for a Non-Shift (N.S.) employee has again been asked.

This question was settled in an Arbitration decision the Company received in 1973. In it the Arbitrator ruled that, "off-schedule would mean assignment to a different shift and not when an employee's starting time is changed."

In other words, a Non-Shift (N.S.) worker's scheduled hours are eight (8) hours between the hours of 7:00 a.m. - 6:00 p.m. A change in starting time is not a change in schedule unless it falls outside of the hours of 7:00 a.m. - 6:00 p.m.

Naturally, if an employee's starting time is to be changed, the Company will continue to give him as much notice as is possible.

  
R. L. Irwin

RLI/jal

cc: Mr. W. A. Sapp



UNION AGREEMENT INTERPRETATIONS  
FLORIDA POWER CORPORATION  
PERSONNEL DEPARTMENT

SUBJECT: Assignment of Holiday Work                      DATE: 04/27/77

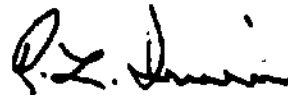
TO: Supervisors of Employees Covered by Union Agreement

The Company has recently received a favorable decision in an Arbitration case in which the Union had challenged Management's right to assign, at their discretion, employees to work on a holiday when that day of the week is an otherwise scheduled workday for the employee. The Union held that such assignments should be made with the low overtime employees due to it being overtime work.

The Arbitrator upheld the Company's position that holiday work is not overtime work for employees already scheduled to work on that day, even though they are paid at one and one-half (1½) times their straight time rate in addition to their straight time holiday pay.

This decision enables the supervisors to continue, at their discretion, to make holiday work assignments with employees who are scheduled to work that day. If the low overtime employees scheduled to work on that day of the week are assigned, it should be in the interest of distributing holiday work rather than for the purpose of balancing overtime.

It should also be noted that time worked by an employee on a holiday falling on one of his regularly scheduled days and during his regular scheduled hours is premium time and as such is not posted as overtime.



R. L. Irwin

RLI/jal



FLORIDA POWER CORPORATION  
INDUSTRIAL RELATIONS  
UNION AGREEMENT INTERPRETATION

SUBJECT: Upgrading of Lineman Apprentice      DATE: 12/28/83  
TO: Supervisors of Employees Covered by Union Agreement

During the 1983-84 negotiations the following was agreed to:

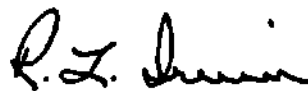
In the Line Department, Management agrees to upgrade a qualified Electrician/Lineman Apprentice to Lineman when the Apprentice, and one other person other than a Journeyman, is sent out of the yard with a work order that involves constructing or maintaining an energized or de-energized circuit, except as noted below:

Some examples for upgrading an Apprentice:

1. Installing a pole and transformer.
2. Installing a pole and street lights with circuits involved.
3. Installing underground cable or conduit in energized switch gear or energized live front transformers.

Some examples for not upgrading on de-energized circuits are:

1. Installing and removing poles.
2. Setting padmount transformers and pads.
3. Installing and removing anchors.
4. Installing pole and street lights with no circuits involved and similar activities.
5. Trenching, installing underground cable and conduit in trench or deadfront transformers.



Raymond L. Irwin

RLI:cat

NOTE: This is a revision; destroy  
Letter No. 38, dated 01/05/82.

INTERPRETATIONS OF UNION AGREEMENT

FLORIDA POWER CORPORATION  
INDUSTRIAL RELATIONS  
UNION AGREEMENT INTERPRETATION

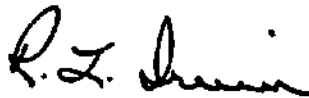
SUBJECT: Ground Help

DATE: 12/15/83

TO: Supervisors of Employees Covered by Union Agreement

The following items were discussed and agreed to in the 1983-84 negotiations as a clarification of the third step response to the Larry J. Hardy grievance (250.1217).

1. When the aerial work is energized, ground help shall remain on the ground in the immediate vicinity of the vehicle.
2. Ground help is defined as a person within 200 feet or less and within voice communication of the pole being worked on. An Apprentice (not an upgraded Groundman) working on the pole in the secondary position with conductors or devices de-energized and grounded is also considered as ground help.
3. Primary shall be covered and stinger or jumpers removed by the Journeyman. During this procedure, the ground help shall be on the ground.
4. Two buckets working on the same pole must have a person on the ground in the immediate vicinity of the vehicles.
5. When an Apprentice is in the bucket, then the Lineman shall be on the ground.



R. L. Irwin

RLI:cat

Progress Energy Service Company, LLC  
P.O. Box 1551  
Raleigh, NC 27602

*"No part of the service  
we render shall ever  
become so important  
that it will endanger the  
life of an employee."*

*Bill Habermeyer*

Bill Habermeyer  
President and CEO,  
Progress Energy Florida, Inc.