

MEMORANDUM
of AGREEMENT
BETWEEN

ALABAMA POWER
COMPANY

and
The Following Local Unions
of

International Brotherhood
of Electrical Workers

No. 345 - Mobile
No. 833 - Jasper
No. 904 - Tallassee
No. 391 - Gadsden
No. 801 - Montgomery
No. 841 - Birmingham
No. 1053 - Demopolis
No. 796 - Dothan
No. 2077 - Wilsonville

Covering Employees in Power Generation and Steam Heat,
with Certain Exceptions

DATED May 29, 2009

“There can be no operating condition which justifies our employees taking the slightest chance in performing their work. We want them always to take the safe way, even though our service may suffer thereby, or our costs be increased.”

J. M. BARRY

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AGREEMENT

THIS AGREEMENT, made and entered into the **29th** day of **May, 2009**, by and between ALABAMA POWER COMPANY, a public utility corporation of the State of Alabama, its successors or assigns, hereinafter called the Company, party of the first part, and LOCAL UNION NO. 345, LOCAL UNION NO. 833, LOCAL UNION NO. 904, LOCAL UNION NO. 391, LOCAL UNION NO. 801, LOCAL UNION NO. 841, LOCAL UNION NO. 1053, LOCAL UNION NO. 796, and LOCAL UNION NO. 2077, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter collectively called the Brotherhood, party of the second part;

WITNESSETH THAT:

WHEREAS, the Company is engaged in the business of supplying electric service to the public in the larger portion of the State of Alabama and for that reason all employees of the Company, including those covered by this agreement, are charged with special obligations and responsibilities that do not exist in the case of the ordinary business enterprise; and

WHEREAS, the efficient operation of the production properties of the Company is a necessary step in the performance of its duty to continue to supply adequate and dependable service to the public;

NOW, THEREFORE, in consideration of the premises, and for the purpose of facilitating fair, orderly, and prompt adjustment of any disputes that may from time to time arise and of promoting harmony and efficiency in the operation of the production properties of the Company, the parties hereto contract and agree with each other as follows, to-wit:

ARTICLE I

Scope

This agreement covers the production and steam heat employees of the Company except supervisors, clerks, and professional employees; that is, those employees who are engaged in the operation and maintenance of the generating and steam heat properties of the Company, including any new plants, extensions or additions which may be put into operation during the term of this agreement, but exclusive of superintendents and assistants, supervisors, foremen, chemists, engineers, and administrative support personnel. All employees presently covered by this agreement are included in the classifications set forth in the wage schedules attached hereto as Exhibit A and the words "employee" and "employees" as used in this agreement will refer only to employees included in such classifications.

The individual Memoranda of Agreement covering 1) Power Generation, 2) Distribution and Support and 3) Power Delivery Transmission are to be considered as one Agreement for the purposes of contract ratification; contract extension, modification or termination; and other administrative purposes.

ARTICLE II

Term - Extension - Modification

(a) This agreement becomes effective on **May 29, 2009**.

(b) This agreement will remain in effect through August 15, **2014**, and will continue in full force and effect from year to year thereafter from August 15 of each year through August 15 of the next year, unless changed or terminated as provided in paragraph (c) of this Article II.

(c) Either party desiring to change or terminate this agreement will notify the other party in writing of such desire at least sixty (60) days prior to August 15, **2014**, or the expiration date of any yearly extension thereafter. However, changes may be made at any time by mutual consent and it is understood that such changes will be made from time to time as may be necessary to comply with the applicable provisions of all Federal and State laws. The Company and the Brotherhood further agree that, upon due written notice from either, they will meet to amend the agreement to conform to the appropriate laws.

(d) During the term of this agreement, the Business Manager or President of the Local Union, Construction Representative or System Council U-19 and the appropriate level of local supervision can mutually agree to develop work rules and/or procedures for a specific situation or location that may vary from those established in this agreement. Should no mutually agreeable change be made, the rules and procedures established in this agreement will remain in effect.

ARTICLE III

Bargaining - Representation - No Discrimination

(a) The Company recognizes the right of its employees to bargain collectively through representatives of their own choosing; and recognizes the Brotherhood as the exclusive representative of the employees covered by this agreement for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions, and other conditions of employment herein provided for.

(b) Employees will have the right to join or not to join the Brotherhood as they individually prefer, it being agreed that there will be no discrimination for or against any employee by reason of membership or non-membership in the Brotherhood; no attempt to coerce any employees into joining or not joining the Brotherhood against their will and no interference with any employees on account of joining or refusal to join the Brotherhood either on the part of the Company or the Brotherhood or any employees who are members of the Brotherhood.

(c) The Company and the Brotherhood affirm the continuation of their policy and practice that there will be no discrimination for or against any employee in matters covered by this agreement because of the employee's race, color, religion, sex, age, disability or national origin; no employee will be coerced, threatened, or intimidated either on the part of the Company or the Brotherhood because of race, color, religion, sex, age, disability or national origin or for protesting any alleged discriminatory treatment in matters covered by this agreement. When the male or female gender is used, it will apply to both sexes.

(d) In the event Act No. 430 of Acts of Alabama adopted August 28, 1953, is modified, repealed, rendered inoperative by Alabama or Federal legislation or declared invalid by the Supreme Court of Alabama or the Supreme Court of the United States so as to permit the operation under the laws of Alabama of paragraph (c) of Article III of the agreement between the parties hereto, dated April 11, 1947, as amended, such paragraph will become a part of this agreement and will be in full force and effect as if made a part hereof with respect to all employees who are members of the Brotherhood on the date of such modification, repeal or invalidation of such Act.

(e) The Company agrees to deduct dues to the Brotherhood from the pay of each employee, either a present or future member of the Brotherhood, who files with the Company a written authorization for such deduction; it being understood that the Company will continue to deduct such dues from any employee who is promoted or transferred out of the bargaining unit unless such employee withdraws the deduction authorization. Such deduction will be made and remitted in accordance with said authorization, which will be in the following form:

PAYROLL DEDUCTION AUTHORIZATION
For Dues to
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local Union No. _____

I, _____, a member of the International Brotherhood of Electrical Workers, hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum specified by the Financial Secretary of the above Local Union and to pay the same to the Financial Secretary of the above Local Union for me, and in my behalf, as my monthly dues to said Local Union. This payroll deduction authorization will remain in effect unless and until withdrawn by me by notice in writing to the Company.

Date _____
Signature _____
Witness _____

The System Council Business Manager will be notified when current monthly dues which are authorized by an employee are not deducted and the reason such dues were not deducted.

(f) The Company agrees to deduct from the pay of an employee voluntary contributions to the Brotherhood's Committee on Political Education fund, if such employee files with the Company a written authorization for such deduction. It is understood that such deductions will continue to be made by the Company until the employee withdraws the deduction authorization. Such deductions will be made and remitted to each local union in accordance with said authorization, which will be in the following form:

**PAYROLL DEDUCTION
AUTHORIZATION FOR VOLUNTARY CONTRIBUTIONS TO I.B.E.W. COPE FUND**

Employee # _____ L.U. # _____ S.S.# _____

I, _____, a member of the I.B.E.W., hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum of _____, and to pay the same to the Financial Secretary of the above local union in my behalf as my voluntary contribution to the COPE fund of said local union. This payroll authorization will remain in effect unless and until withdrawn by me by notice in writing to the Company.

DATE _____ SIGNATURE _____ WITNESS _____

(g) The Brotherhood will hold the Company free and harmless from any claims or damage from any party whatsoever arising out of making or failing to make such deductions as identified in paragraphs (e) and (f) of this Article III and will indemnify the Company against any and all such claims and damage.

ARTICLE IV

Management

The right to hire and discharge employees and the management of the properties are reserved by and will continue to be vested exclusively in the Company. The Company will have the right to determine how many employees it will employ or retain, together with the right to exercise full control and discipline in the interest of proper service and the conduct of its business. In making promotions as provided for in Article V hereof the Company will be the judge of competency. The provisions of this article will not abridge the rights of employees as set forth in any applicable provisions of this agreement.

ARTICLE V

Promotions - Demotions - Reductions

(a) Vacancies and new jobs covered by this agreement will be filled on the basis of seniority and competency. Competency being sufficient, seniority in the various units as hereinafter defined will prevail, except that vacancies or new jobs in the classification of laboratory instrument technician I, laboratory instrument technician II, assistant telecommunications electrician, meter tester, and assistant meter tester, will be filled on the basis of competency, and in filling such vacancies or new jobs, seniority will be considered only if competency is equal. Seniority will be reckoned by the following units: (1) Generating Plants and Birmingham Steam Heating System; (2) General Shops; (3) Instrument Service Center; (4) Appliance Service; (5) Telecommunications Electricians; (6) the Birmingham geographic division, including the **Materials Distribution Center**, General Garage, and Corporate Fleet Services as a group; (7) Eastern geographic division; (8) Southern geographic division; (9) Western geographic division; (10) Mobile geographic division; and (11) Southeast geographic division, each as a separate unit.

For employees hired after **September 14, 2004**, jobs will be awarded to the senior qualified applicant as indicated on the job posting by the following bid groups: Barry/Theodore/ Washington County; Gadsden; Gaston/PSDF; Gorgas; Greene County; Miller; Hydro Generation; Birmingham Steam Heat; and Power Generation. If there are no qualified applicants from within the designated group(s) as indicated on the job posting, applicants from any of the other bid group in power generation seniority unit will be considered as secondary bidders. If there are no qualified applicants as primary or secondary bidders then the job would be filled by applicants from any available source. Hydro Generation, Gadsden and Birmingham Steam Heat vacancies will be posted and filled within the Power Generation seniority unit. Employees hired into Hydro Generation, Gadsden and Birmingham Steam Heat will be allowed to bid on all jobs posted within the Power Generation seniority unit as primary bidders. **Employees who bid into Hydro Generation, Gadsden and Birmingham Steam Heat will be allowed to bid back to their immediately prior locations as primary bidders.** In staffing new generating plants vacancies will be posted in the Power Generation seniority unit. To effectuate the seniority provisions of this agreement, new seniority lists will be prepared and distributed by the Company dated December 31 and June 30 of each year, the midyear list being limited to employees' names and seniority. Such lists will include all employees to whom any seniority has accrued as of that date, arranged according to the foregoing **eleven (11)** units. Such lists will be revised semi-annually and will determine seniority of employees therein. In making such revisions the position of employees in their respective lists will be rated according to the added time which has accrued to them in their respective units.

Current employees as of **September 14, 2004**, will not be affected by these new bid groups.

For the purpose of determining seniority, service with the Company will be deemed to be continuous unless it has been interrupted for more than twenty-four (24) consecutive months. Seniority will not accrue during layoffs due to lack of work. Seniority will accrue during interruptions in service because of illness; leave of absence for Union business; leaves required by law under the Family Medical Leave Act; during periods of suspension due to disciplinary reasons;

leave required by law for military service; brief absences for personal business; or any mutually agreed upon reasons. Service with the company will continue to accumulate during disciplinary layoff or suspension with respect to an employee's eligibility for vacation. Any employee who voluntarily resigns from the service of the Company or who has been rightfully discharged will forfeit all previous seniority rights. In the event two (2) or more employees are employed on the same date, seniority of such employees will be determined by the date of birth of such employees.

(b) When vacancies or new jobs occur in any unit, to be filled in which there are no available qualified employees in such unit, and employees are transferred from other units into such unit to fill such vacancies or new jobs, their seniority in the new unit to which they are transferred will be that which accumulates during the first twelve (12) months in the new unit. After twelve (12) months in the new unit, their seniority will be their seniority in their former unit plus seniority accumulated in the new unit. When vacancies or new jobs are filled by transferring employees from other departments or jobs not covered by this agreement, their seniority in the unit to which they are transferred will be that which accumulates during the first twelve (12) months in the new unit. After twelve (12) months in the new unit, their seniority will be based on the length of their continuous service with the Company, if this continuous service began in a classification covered by the bargaining unit, plus seniority accumulated during the first twelve (12) months in the new unit. When employees are transferred to the Instrument Service Center from another unit, their seniority will be the same as in the unit from which they were transferred. Seniority of all employees laid off for lack of work will not be lost unless their respective employment is interrupted for more than twenty-four (24) consecutive months during which such employees do not work for or make time with the Company unless they are offered employment in their former or equivalent classification at locations designated by the employees and they fail to accept the same and report for work within a period of two (2) weeks. When it is necessary to increase forces of the Company in the classifications covered by this agreement, former employees whose employment was discontinued by the Company through a reduction of forces and whose seniority has not been lost will be offered re-employment on the basis of seniority at the locations designated by the employee provided they are available and competent. In the event a vacancy or new job is not filled as set forth above, preferential consideration will be given to former employees whose seniority has been lost. However, refusal of temporary employment will not constitute grounds for interrupting seniority. An interruption of employment due to leave of absence will not cause employees to lose their seniority, but seniority will not accumulate except as provided for in this Article V (a). Any employee who voluntarily resigns from the service of the Company, or who has been rightfully discharged, will lose all previous seniority rights and other rights growing out of previous continuous service with the Company.

(c) Competency for filling a job will be construed as requiring of the employee:

1. The necessary mental and physical qualifications of the individual to do the job satisfactorily.
2. The necessary training and experience to perform the essential duties of the job, either immediately or after a brief breaking-in period [two (2) to three (3) weeks] at the new location or job; it being understood that a new worker in a job would not usually display the same proficiency as one who had been in the job longer.

3. For promotions to any classification above that of **plant auxiliary**, the necessary ability to progress within a reasonable time to the next higher classification in the particular line of work and to fill such classifications satisfactorily, and ultimately to progress to the classification of journeyman.

(d) A classification will be deemed to be "higher" if the maximum schedule rate of pay is higher.

(e) Vacancies or new jobs in any classification except that of **plant auxiliary** will be filled on the basis of seniority and competency by promoting or transferring employees unless there are no qualified employees available and except as otherwise provided herein. In the event of such vacancy or new job, the Company will promptly post notice on the official bulletin boards of the unit affected [except as set out in sub-paragraphs (1), (2), and (3) below], and will promptly mail copies of such notices to the representatives of the Brotherhood designated to receive such notices in the respective units. A good faith effort will be made to communicate all permanent jobs posted from all seniority units across the Company. The Company's failure to comply with this provision will not be subject to the grievance procedure. All notices will clearly identify vacancies or new jobs as to location. Exchange of the position of employees in the same classification between crews in the same line of work at the same location may be arranged by agreement between a Local Union representing such employees and the Company, however, nothing herein will be construed to prevent temporary transfers of employees between crews. Notices of job vacancies will be sent only to the President of each Local affected and to the System Council U-19, with the understanding that any employee who so desires may make application for such job vacancies and such applications will be considered in the event the job is not filled from within the seniority unit. The Company will likewise post notice as promptly as possible in the event any job becomes vacant and is to be discontinued. The Company may fill a vacancy or new job temporarily with any available qualified employee. In filling any such vacancy or new job temporarily at any location the Company will endeavor to utilize local employees, taking into account seniority and competency; it being understood that they must be able to perform the necessary duties of the job. Time spent in filling any such vacancy or new job temporarily, and experience gained while thus employed, will not militate against any other employee of greater seniority who may make application for the jobs as provided for later in this Article V. Such employees filling vacancies or new jobs temporarily will be paid at the minimum rate of pay for the vacancies or new jobs while so temporarily employed, unless their regular rate of pay is higher, in which event they will continue to receive their regular rate of pay. For a period of ten (10) days after the notice is posted any employee in the unit affected may apply for transfer to the vacancy or new job. Application blanks for this purpose will be provided by the Company at each generating plant and steam heat, or application may be made by letter. One (1) copy will be sent to the respective Company representative of the unit affected as follows: Senior Vice President, Fossil-Hydro Generation or designated representative for fossil and hydro generating plants and Birmingham Steam Heating System. One copy will be retained by the employee. No application will be considered unless it reaches the above-named Company representative of the unit affected within ten (10) days after the notice of vacancy or new job is posted. Within twenty-five (25) days after the notice of vacancy or new job is posted, the Company will designate an employee from the qualified applicants, if any, to fill the vacancy or new job and will promptly post notice on the official bulletin boards of the unit affected (except as set out below) of the employee so designated. A copy of such notice will be sent only to the President of the Local Union of the location affected and to the System Council U-19.

Applicants from the unit to whom jobs are awarded will have five (5) days within which to accept or decline such jobs after the date when such awards are posted and will promptly notify their respective immediate supervisors in writing of their decision to accept or decline such jobs, but if no such notice is given the supervisors, the employees will be deemed to have accepted the jobs awarded them. Employees may decline no more than one (1) vacancy or new job awarded them during a calendar year. If the employee to whom the job is awarded declines the job, the Company will proceed promptly to fill same from the remainder of the list of bidders, if any be qualified, without reposting the vacancy subject to the same conditions governing the original award. If the vacancy or new job is filled by an applicant from the unit but is not filled according to seniority, the filling will be considered as temporary for a further period of fifteen (15) days after the notice of the filling of the vacancy or new job is posted, during which time it may be made the basis of a grievance. In cases where no applications are received from qualified employees within the unit, applications received from employees in other units will be considered and notices will be posted on the same basis as set out above. In cases where no applications are received from qualified employees, the vacancy or new job will be filled from any available source and notice to the effect will likewise be posted company wide within twenty-five (25) days after the notice of the vacancy or new job has been posted. Where notice that the vacancy or new job will be filled from any available source is posted, applicants who have not been awarded the job will have fifteen (15) days from the date of posting such notice during which time their failure to receive the job may be made the basis of a grievance. Applications received as a result of any available source postings will be considered, however, the filling of such vacancy by any available source will not be made the basis of a grievance. If the job is not filled within ninety (90) days after posting as above outlined then the vacancy or new job will be reposted as required for bidding under the initial above procedures. When such job is filled, copies of notices of fillings will be sent to Brotherhood representatives authorized to receive original vacancy notices. The successful applicant for a vacancy will be moved to such vacancy within thirty (30) days from date of job award notice, except in the case of jobs created in connection with the staffing of new plants, units, or crews and new operations, in which case, the successful applicant will be transferred within thirty (30) days from the anticipated date of such staffing, which date will be specified on the job notice. The following will constitute exceptions to the method of posting notices described above:

1. TEMPORARY JOBS - Notices of vacancies or new jobs in classifications covered by this agreement which are temporary, that is, expected to last ninety (90) days or less, will be posted only at the respective generating plants or steam heat where such vacancies or new jobs occur. However, if any such temporary new job lasts for more than ninety (90) days, it will be discussed with the local committee of the Brotherhood and if it appears that it will become permanent, it will be posted on the official bulletin boards of the unit affected, and treated as a permanent new job as described above under this paragraph (e).

Senior employees in a classification will be allowed the opportunity to change schedule when temporary jobs are posted in their classification. This schedule change will be only for the duration of the temporary job and will occur only once per temporary job assignment.

Whenever a temporary job is filled by the Company, notice of such filling will be promptly posted at the respective generating plant or steam heat where filled.

Whenever job vacancies created by employees bidding and receiving temporary vacancies or new jobs are posted, such resulting vacancies will be posted as temporary vacancies. Whenever the employees filling the initial temporary vacancies or new jobs return to their former permanent jobs, or bid into other permanent jobs, temporary jobs which resulted from such initial temporary vacancies or new jobs will be terminated.

Employees who bid and receive temporary jobs or vacancies will, upon the termination of such temporary jobs or vacancies, be returned to their former jobs provided such jobs have not been abolished or occupied by a senior employee as a result of a reduction of forces. In the event of a reduction of forces while employees are filling temporary jobs or vacancies, such employees will be considered as filling their former jobs for the purposes of such reduction of forces.

2. Text Deleted.
3. INSTRUMENT SERVICE CENTER - Notices of vacancies or new jobs at the Instrument Service Center will be posted on all bulletin boards, but only those employees who have had experience in electronic instrument testing and repair, instrumentation and control, or meter test work or the equivalent will be considered for such vacancies.

(f) Employees in the classification of apprentice, who have attained competency to advance to journeyman, but who after accumulating four (4) years in apprentice classifications have not been promoted to journeyman will be offered advancement to the classification of journeyman at locations in their respective seniority unit where the services of an additional journeyman can be utilized to best advantage. In the event an employee in the apprentice classification is offered advancement to the journeyman classification under the provisions of this paragraph (f), and is subsequently advanced to journeyman at a location where no journeyman vacancy exists, the Company will retain the option for a period of one year to place a journeyman from that same crew into a vacancy of the same classification at that same location which may subsequently be created or become vacant.

Vacancies in journeyman classifications may be held open for a maximum of twenty-one (21) days prior to the date on which such employees' four (4) years combined accumulated service is completed during which time it may be filled by such employees. Also, the assignment of such employees to a definite location may be delayed for a period not in excess of twenty-one (21) days if it is anticipated that vacancies in the journeyman classifications for which they are eligible may occur during that period.

In the event employees are determined not physically qualified due to an injury, but are otherwise deemed competent for advancement under the provisions of this paragraph, the Company will re-evaluate the employees' competency within one hundred eighty (180) days from the date of initial eligibility for advancement; if the employees are determined competent, they shall be advanced in accordance with the provisions of this paragraph effective on the date of advancement.

Employees who have attained the journeyman classification but are displaced from such journeyman classification and moved into a lower classification due to a rollback caused by the settlement of a grievance, an employee's return from a leave of absence, a reduction in forces, or incompetency, will not be eligible to advance to the journeyman classification until their combined

accumulated service as a journeyman and/or as an apprentice equals four (4) years provided such employees do not elect to progress to journeyman under the terms and conditions of the bidding procedure as outlined in this Article V. At the time employees' individual combined accumulated service as a journeyman and/or as an apprentice equals four (4) years and provided the employees are competent to advance to journeyman, they will be offered advancement to the classification of journeyman at a location in their seniority unit where the services of an additional journeyman can be utilized to best advantage.

Employees who have attained the journeyman classification but who choose of their own free will to bid into a lower classification will not be eligible for progression from apprentice to journeyman under the provisions of this paragraph or paragraph (k) of this Article V, until they satisfy the original requirement for apprentice progression, that is, until their respective accumulated service in the apprentice classification is equal to four (4) years after bidding out of the journeyman classification.

When, as a result of a reduction of forces, journeymen whose respective combined accumulated service as journeymen and/or as apprentices equals four (4) years or more move into a lower classification other than apprentice, they may, when an apprentice opening is available, bid on the apprentice job in accordance with the bidding procedure as outlined in paragraph (e) of this Article V; and if awarded such available apprentice job will immediately be promoted to the journeyman classification in that line of work. If they are not able to perform such work at the journeyman level, they will be demoted as set out in paragraph (i) of this Article V and will not be permitted any future claim to progression from apprentice to journeyman under the provisions of this paragraph.

(g) When employees are transferred and raised from a classification to a higher classification or if employees are transferred permanently from one location to another by the Company without application or request from the employees, the Company will pay their moving expense to the new place of residence in the general vicinity of their new location. Employees who are transferred to another location in their unit to avoid being laid off, will pay their own moving expense.

Relative to the movement of mobile homes, the Company agrees to pay certain expenses incurred as a result of moving mobile homes. Such expenses will be limited to escorts for mobile homes fourteen (14) feet in width or wider; disconnecting of utilities; taping of windows as necessary; and other preparations necessary to secure the internal portion of the mobile home for movement. In addition, the Company will pay the expenses associated with the movement of a heat pump(s) and/or a central air conditioning unit(s).

When management identifies a need for workforce reallocation in a classification, employees in that classification will be offered the opportunity, by seniority, to relocate to the location where the need exists. In return, the Company will offer compensation in the amount of one month's base salary, less applicable taxes, for the voluntary move, in addition to the regular moving expenses. It is understood that if this reallocation does not take place a rollback will be implemented.

(h) If, in filling a vacancy or new job in a classification covered by this agreement, employees are transferred upon their request and application to a lower classification, their rate of pay in the lower classification will be at the minimum of such classification unless their training and experience justify a higher rate in that classification.

(i) When job awards are made under the seniority provisions of this agreement and displacements are made due to incompetency during the first twelve (12) months following the job awards, the employees will be returned to their former jobs and other employees awarded jobs in the sequence will also be returned to their former jobs. Employees displaced on account of incompetency will pay their own return moving expenses.

(j) The Company has the right to lay off or discharge any employee for sufficient and reasonable cause, but the employee will be advised of the reason or reasons for such layoff or discharge; and the Brotherhood will, upon request, be advised of the reason or reasons for such layoff or discharge.

(k) The Company will endeavor to provide the Union with reasonable notice in the event of a reduction in forces. In case of a reduction of forces or displacement from classifications due to incompetency, except as provided for in paragraph (i) of this Article V, it is agreed that such reduction of forces or displacements will be made in reverse order of seniority, except as provided below, in each of the separate seniority units as defined in paragraph (a) of this Article V. Employees so displaced may roll into existing vacancies or new jobs which are of an equivalent or lower classification rather than displacing other employees, or the employees may have the option to return to any job classification in their seniority unit, provided they had formerly held such classification in that seniority unit and are competent, and if their seniority will allow such return. Employees laid off as a result of a reduction of forces or demotion will initially designate locations or, subsequent to layoff, additional locations where reemployment is desired for the purpose of recall from layoff. Locations so designated will be any of the six (6) geographic divisions, any generating plant, Power Delivery Transmission, and/or the General Services Complex. Vacancies not filled through the initial posting or vacancies in the **plant auxiliary** classifications at the respective locations as designated will be offered to employees on layoff who are subject to recall as set forth in paragraph (b) of this Article V. In the event of a reduction of forces, employees in the classification of **plant auxiliary** who have been displaced as a result of such reduction of forces will have the option of taking a layoff rather than displacing another employee.

The Company will agree to coordinate the application of rolling into a vacancy by identifying existing vacancies within a seniority unit and provide this to the Union at least three (3) work days prior to the commencement of a reduction in forces or displacement. The Union will determine the desire and seniority of employees who might want to move to such vacancies under the provision of Article V, paragraph (e) of the Contract.

In case of a reduction of forces journeymen whose combined accumulated service as a journeyman and/or as an apprentice equals four (4) years or more will retain their journeyman classification provided there is either a journeyman or apprentice in their seniority unit with less seniority whose job they are competent to perform and whom they choose to displace. In the event a journeyman displaces an apprentice and retains the journeyman classification as provided above, the Company will retain the option for a period of one year to place a journeyman from that same crew into a vacancy of the same classification at that same location which may subsequently be created or become vacant.

It is understood that the employees retained as a result of the reduction of forces will result in classifications and competency sufficient for the work to be done and that no employees will be

retained to fill a job for which they are not qualified, and it is further understood that layoffs in the reverse order of seniority will be worked out promptly with representatives of the Brotherhood, and will usually result in laying off employees with the least seniority in the particular units.

In the event of a reduction of forces in the Instrument Service Center, transfers will be made in reverse order of length of service at the Instrument Service Center and such employees will be transferred back to the units from whence they came with total seniority accumulated up to the time of such transfers from the Instrument Service Center for all the purposes of this agreement.

(l) In the event that a reduction of forces or staffing adjustment may be necessary, the Company and Union may agree to apply any such severance or early retirement plan as may be approved and in effect at the time.

(m) Text Deleted.

ARTICLE VI

Grievances

(a) The Company agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the Brotherhood upon all questions and grievances that may arise between the parties hereto during the life of this agreement. Every effort will be made by the parties hereto to settle disputes promptly and at the location where they arise. A local Union/Company committee will be formed as needed to discuss disputes for resolution using the mutual gains process before a formal grievance is filed. It being the desire of the parties to settle grievances promptly, the Brotherhood will endeavor to provide the available information as to date of occurrence, facts and circumstances giving rise to the grievance, contract provisions allegedly violated, employees involved, and remedy sought. Such information will be furnished to the Company prior to the first step of the grievance procedure, but may be amended prior to any subsequent step of the grievance procedure as may be necessary to reflect new information. It is understood, however, that failure to provide such information as set forth above, will not prejudice the position of the Brotherhood in any grievance.

As necessary for settlement, grievances will be reduced to writing and handled in two successive steps at the Plants (Fossil and Hydro), Birmingham Steam Heat or other mutually agreed location as follows:

- Step 1. Between the aggrieved employees and/or representatives of the Brotherhood acting in their behalf, and their respective immediate supervisor, the supervisor in general charge of the operation in which the grievance arose, and the Plant Manager-Fossil, Manager - River System, Operations Superintendent - Birmingham Steam Heat and/or their designated representatives as the case might be.
- Step 2. Between the aggrieved employees and/or representatives of the Brotherhood acting in their behalf and the Manager-Labor Relations, together with the Senior Vice President-

Fossil-Hydro Generation, Vice President-Birmingham Division, and/or their designated representatives, as the case might be.

In the event any grievance is not settled by any of the preceding steps of the grievance procedure, it may be submitted to arbitration. The Brotherhood will have a maximum of ninety (90) days from the date of the Company's written decision in the final step in which to give written notice to the Company that a grievance is not satisfactorily settled and that the Brotherhood desires to submit the grievance to arbitration as provided in Article VII of this agreement.

The Company's decision will be reduced to writing and a copy furnished to the Brotherhood as soon as possible after the conclusion of each grievance step.

If a stenographic report is made of the proceedings of any such meeting by the Company or the Brotherhood, a typewritten copy will be furnished to the other party within five (5) days.

(b) It being the desire of the parties hereto to settle grievances promptly, it is agreed that no grievance will be considered unless it is brought to the attention of the Company as a grievance in the manner provided for herein within thirty (30) days of the occurrence of the facts giving rise to the same or within fifteen (15) days of filling a vacancy as provided in Article V (e). It is further agreed that a maximum of fourteen (14) days will be allowed from the receipt of such notice that a grievance exists until such grievance will be handled as provided in Step 1 of this Article VI, paragraph (a). Upon completion of Step 1 as provided in this Article VI, paragraph (a), the Brotherhood will have a maximum of twenty-one (21) days from the date of the Company's written decision in which to give notice to the Company that such grievance is not satisfactorily settled, and that the Brotherhood desires to proceed to the next higher step. Upon receipt of the notice that the Brotherhood desires to proceed to the next higher step as provided in this Article VI, paragraph (a), the Company will have a maximum of ten (10) days to complete such step. Failure to comply with the time limits as set forth above will serve to terminate the grievance, and such grievance, if terminated, cannot be brought up the second time. However, should the Company fail to comply with such time limits as set forth above; the grievance may be moved to the next succeeding step. Notwithstanding the provision of this Article VI, paragraph (b), time limits as specified herein may be extended by mutual agreement.

(c) Employees who have been suspended or discharged will have the right to have their respective case taken up as a grievance by the officers or committees of the Brotherhood with the duly accredited officers of the Company; and in such cases where it is found that such employees that have been suspended or discharged were unjustly suspended or discharged, they will be reinstated to their former position and other employees affected will be displaced pursuant to Article V, paragraph (i) where such reinstatement is within twelve (12) months of the employees' discharge otherwise the terms and conditions of Article V, paragraph (k) will apply with respect to other employees affected. Further they will be paid the wages to which they would have been entitled had they continued in the Company's employment during the period of suspension or discharge.

(d) Disagreements with respect to Workers' Compensation and similar issues which are also controlled by Local, State or Federal Laws, are not subject to the grievance process.

If for whatever reason a Workers' Compensation claim which was initially disallowed is later accepted, the following will apply:

1. All employee benefits will be fully restored.
2. The Company will not request any reimbursement from the employee for the difference between what the employee was paid and Workers' Compensation.

(e) The Company will pay reasonable travel expenses for Company employees involved in the grievance process.

ARTICLE VII

Arbitration

In case of a dispute concerning the interpretation of any of the provisions of this agreement that cannot be settled by the Company and local representatives of the Brotherhood, they will refer the dispute to a board of arbitrators composed of three (3) members. Each of the parties hereto will select one (1) member of this board, and the third member will be selected jointly by the parties through the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or any other like organization approved by mutual agreement of the parties to provide this service. If the parties cannot mutually agree on FMCS or another like organization, the AAA will be the default service provider. The parties will have ten (10) working days from the receipt of any valid panel provided by the approved service to identify their selections for the third member. In the event the two (2) members of the board of arbitration fail to select a third member, the parties will jointly request the provider appoint a third member. Both parties will be bound by such appointment. In the event one of the parties refuses or fails to join in such request, the party in default will forfeit its case. The decision of any two (2) members of the board in agreement on the matter in dispute will be binding on both parties hereto. When the dispute involves interpretation of wage schedules, any decision rendered will be retroactive to the date on which the dispute originated. Each of the parties hereto will pay the compensation and expense of the member of the board appointed by it; and the expense, and also the compensation, of the third member of the board will be borne equally by the parties hereto.

The board of arbitration will be governed wholly by the terms of this agreement and will have no power to add to or change its terms.

ARTICLE VIII

General Working Conditions

(a) New employees will be on probation for the first six (6) months of their employment. During the trial period the Company may, at its option, transfer, lay off, or dismiss such employees, but they will enjoy all other rights and benefits provided for in this agreement. In filling any job from among probationary employees, competency being equal, the length of service of the employees in the probationary period will prevail and upon the completion of the six (6) months probationary period the seniority of such employees will commence and will be dated back to the date of their employment. However, the Brotherhood may discuss with the Company any cases of discrimination respecting such employees.

(b) Each new full-time employee will be allowed a maximum of one (1) week [i.e. forty (40) hours] sick leave with pay upon completion of the initial employment probationary period as described in Article VIII, paragraph (a), if such sick leave is necessary because of the employee's own sickness.

Each full-time employee will be allowed an additional maximum of one (1) week [i.e. forty (40) hours] sick leave with pay upon completion of the initial six (6) months of continuous employment with the Company following such probationary period if such sick leave is necessary because of the employee's own sickness.

Thereafter, the Company will allow two (2) weeks [i.e. eighty (80) hours] sick leave with pay per calendar year to each full-time employee who has been in the employ of the Company for an immediately prior continuous period of six (6) or more months if such sick leave is necessary because of the employee's own sickness. Employees will be allowed forty (40) additional hours sick leave in any calendar year following a year in which the employee did not use any sick leave.

Employees may use a maximum of forty (40) hours per calendar year accumulated basic sick leave for unavoidable absences caused by disability or sickness in the family, defined as a parent, spouse or child (including a step-child who resides in the household or is a legal dependent of the employee's spouse).

An employee may accumulate unused sick leave up to a maximum of one thousand forty (1040) hours, including sick leave for the then current year. Under no circumstances will an employee be entitled to more than one thousand forty (1040) hours sick leave with pay in any calendar year.

Unless it is impossible to do so, employees or member of their immediate family will notify their respective immediate supervisors of such sickness and its probable duration as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice will be grounds for disciplinary action or discharge. Should employees fail to notify supervision before the end of the second day of such absence, they will not qualify for sick leave with pay unless it can be shown that it was impossible for them to give or cause such notice to be given to their supervisors. In the event of absence due to sickness, supervisors may make such reasonable investigations as they deem desirable, and the Company may require a doctor's certificate as to the nature of the sickness causing such absence from work. Failure to give

notice as required or to supply a doctor's certificate if required will forfeit all rights of sick leave with pay during the particular absence from work. The Brotherhood will cooperate with the Company to prevent or eliminate abuses of sick leave privileges.

Employees who are laid off due to a reduction in forces, but who return to the employ of the Company in a permanent job within a period of twenty-four (24) months from the date of such layoff, will retain any unused accumulated sick leave to which they were entitled at the time of their layoff; and will be eligible for such unused accumulated sick leave upon re-employment in a permanent position.

(c) The number of vacation days eligible, full-time employees accrue during the first calendar year of employment (or during the calendar year in which they are rehired or returned to work following a leave of absence) will be prorated based upon the quarter in which employees are hired (or rehired or returned to work following a leave of absence):

Employees hired, rehired or returning to work in this quarter:	Will receive this amount of vacation for that calendar year:	Or this percentage of the amount the employee would have accrued if he or she had been hired on January 1 of that year: (for employees who are rehired or hired with credit for prior, non-Southern Company experience)
1 st Quarter (Jan. 1 through Mar. 31)	80 hours	100%
2 nd Quarter (Apr. 1 through June 30)	64 hours	80%
3 rd Quarter (July 1 through Sept. 30)	48 hours	60%
4 th Quarter (Oct. 1 through Dec. 31)	32 hours	40%

When determining how much vacation a newly hired employee should receive, managers have the discretion to recognize certain prior, non-Southern Company experience.

Each full-time employee will be eligible for two (2) weeks [i.e., eighty (80) hours] vacation with pay effective January 1 of the calendar year following the year of employment.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for three (3) weeks [i.e., one hundred twenty (120) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate **five (5)** or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for four (4) weeks [i.e., one hundred sixty (160) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate fifteen (15) or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for five (5) weeks [i.e., two hundred (200)

hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate twenty-five (25) or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee will accrue vacation on **January 1st**. **Except as stated above**, the employee must have been employed for at least a continuous period of one (1) year and must be employed on **January 1st** in order to accrue the vacation.

Vacations will not be cumulative; however, employees will be allowed to carry from one (1) calendar year to the next up to eighty (80) hours vacation. Vacations may be arranged in advance of March 15 with their respective supervisors giving full weight to seniority provided that the full vacation allowance is scheduled on consecutive days. However, employees who choose to select vacation periods which are not consecutive will be entitled to exercise their seniority in the selection of the first such vacation period. Subsequent selections of vacation periods will not be made until all other employees have had an opportunity to make selections under the same conditions. Vacations will be taken at such time as will not unduly interfere with the efficiency of operations. Employees who have not selected their vacations on or before March 15 will have to select periods that are untaken after that date and such periods will then be selected and scheduled in order of requests made. Employees will not be required to take their vacations in units of less than one (1) week [i.e. seven (7) consecutive days].

Employees scheduled for vacation will not be subject to being called out on their off days or holidays which are continuous with their vacation period. If employees are scheduled for vacation, which is less than five (5) consecutive days, on a day continuous with their off days or holidays, such employees will be subject to being called out during such off days or holidays. Nothing contained in this paragraph will prevent an employee from being called out in an emergency situation.

Should employees be recalled for emergency duty while on vacation, the Company will defray any extra expenses which they may incur as a result of such recall including transportation and other reasonable expense back to the place from whence they were recalled, or to any equivalent point. If they desire to resume their vacation at the conclusion of the emergency, additional vacation time will be granted them in lieu of time lost as a result of such recall, including time spent in traveling incidental to such recall.

If a holiday occurs during employees' vacation, they will be allowed an additional day off with pay at the beginning or end of their vacation.

In the event of a death in the employees' immediate families while such employees are on vacation, Article VIII, paragraph (t) of this agreement will apply, provided the employees' respective supervisors are promptly notified. Such employees will be allowed to reschedule that portion of their vacation covered by the above mentioned Article VIII (t), consistent with the terms and conditions of this Article VIII, paragraph (c).

If employees leave the service of the Company and they are eligible for a vacation as stated above, they will be paid for same, provided such employees have not been discharged and provided

in case of resignation they have given two (2) weeks notice of their intention to resign from the Company.

In the event employees resign from the employ of the Company, they will be paid only for that unused vacation to which they were eligible as of the date the notice of resignation is received.

(d) Insofar as possible without interfering with the necessary operations of the various units, the following holidays will be observed and granted without loss of pay: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (or such other national holiday as may be established in lieu thereof), Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. The holidays will be observed on the days on which they occur. As much notice as possible will be given to employees required to work on holidays; however, schedules as posted will constitute notice to employees who are required to work on holidays. When employees work on a holiday they will be paid at one and one-half (1-1/2) times their regular straight time rate for all hours worked on the holiday, and in addition thereto they will receive pay for eight (8) hours at their regular straight time rate. When a holiday falls on the employees' respective off-day they will be allowed a day off in lieu thereof within thirty (30) days, or, if the Company concludes that it will not be able to grant time off in lieu of such holiday, it will pay for the same at regular straight time rates. If a holiday falls on the employees' respective off-day and it is necessary to call out or to prearrange the employees to perform work, they will be paid at one and one-half (1-1/2) times their regular straight time rate for all hours worked, and in addition thereto, they will receive pay for eight (8) hours at their regular straight time rate.

If a holiday occurs during employees' vacation, they will be allowed an additional day off with pay at the beginning or end of their vacation.

Employees will be allowed to bank holidays according to the following:

If a holiday falls on a regular scheduled workday and the employee works eight (8) hours or more, the employee may be paid eight (8) hours at the straight time rate and request the holiday be banked. If more than eight (8) hours are worked, all hours over eight (8) hours will be paid at one and one-half (1-1/2) time. Employees working shifts other than eight (8) hours per day will be allowed to bank the entire shift, hour for hour, if they work their regular scheduled hours or more on a holiday and are paid at the straight time rate for such regular scheduled hours worked. **However, if a holiday falls on a regular scheduled workday and the employee is paid straight time wages for time missed during the regular scheduled work period as a result of the rest period as set out in this paragraph, for the purpose of holiday banking only, such time will be considered as time worked. Should an unpaid meal period cause the employee to have worked less than a full work period, the employee will be allowed to request the holiday be banked. If a holiday falls on a regular scheduled workday and the employee works the entire shift at the overtime rate as a result of the rest period as set forth in this paragraph, the employee may request the holiday be banked. If the employee works part of the work period at the overtime rate as a result of the rest period and is off with pay at the straight time rate for part of the work period due to the rest period as provided herein, the employee will be allowed to bank the holiday.** All hours worked outside regular scheduled hours will be paid at one and one half (1-1/2) time. Holidays that occur on an employee's off day may only be banked as eight (8) hours. For holidays that occur on a regular scheduled workday and are not banked, all hours worked in excess

of eight (8) hours will be paid at one and one half (1-1/2) time. An employee may bank up to five (5) holidays (**effective January 1, 2010, ten (10) holidays**). Should employees change to a longer schedule, they must use dock time or vacation to make up the difference when taking a banked holiday. If they change to a shorter schedule, they will be paid for the difference or have the option of taking the excess hours off as if it were vacation.

Banked holidays can be carried over from year to year, but at no time can an employee have more than five (5) days banked (**effective January 1, 2010, ten (10) days**). Banked holidays must be taken in blocks of hours equal to the regular scheduled workday, arranged for like a day of vacation. Employees may request payment for banked holidays in blocks of hours equal to the regular scheduled work day, with payment made at the current straight time rate in the employee's regular paycheck.

At least twenty four (24) hours prior to the beginning of a holiday each supervisor will make known if the needs and conditions are such that members of the work group may volunteer to work on the holiday and thus bank the holiday for future use. If more ask to work than are needed then seniority will be the basis for selecting those asking to bank a holiday.

It is not the Company's intention to change schedules on a temporary basis to avoid paying for more than eight (8) hours.

(e) The Company will continue its present policy of carrying group life insurance at its own expense on all full-time employees who have been in the employ of the Company for a continuous period of six (6) months or more, so long as such insurance continues to be available to the Company at substantially the present rates and under substantially the present conditions.

Employees returning from layoff as a result of reduction of forces within twenty-four (24) months of such layoff will be entitled to the amount of non-contributory group life insurance to which they were entitled at the time of layoff.

Spouses of deceased pre-retirement employees who are covered at the time of the employee's death by the family plan may continue to participate in the APC medical benefits plan at employee rates until they are covered by a non-APC sponsored medical plan.

The Company adopted a Pension Plan covering certain of its employees, including those now represented by the Brotherhood, on July 1, 1944. Such Pension Plan has been amended from time to time since its adoption and the Company has entered into supplemental pension agreements with the Brotherhood relating to such plan.

(f) Employees performing jury duty will be paid their regular rates for time lost from their regular work while so serving. Employees who are permanently discharged from such jury duty will be expected to report such discharge as soon as practicable to their respective supervisors. The Company agrees to allow sufficient time off with pay for voting, not to exceed two (2) hours, to those employees whose work on election day does not otherwise permit sufficient time to vote.

(g) Employees who are members of the Brotherhood's committees representing the Local Unions above-mentioned will be allowed time off to attend meetings with Company officials. They will give their respective supervisor, or in the supervisor's absence, the supervisor's designee,

reasonable notice in advance of their desire to attend such meetings. The number of representatives of the Brotherhood in attendance at such meetings on Company time will be limited to the number reasonably necessary to transact the business at hand. The Company will pay such employees at their regular rates of pay for time lost from their regular work as a result of attending such meetings.

Officers and authorized delegates not to exceed four (4) from each Local Union, who are called upon to transact business for the Local Union or the International Brotherhood of Electrical Workers, which temporarily requires their absence from duty, will, upon written request to their department supervisor, be allowed sufficient time for such business without pay.

It is understood, however, that except for the foregoing there will be no transaction of Brotherhood business, including solicitation, on Company time or on any property of the Company where employees are on duty.

(h) Should employees become Business Manager in Alabama for the above-mentioned Local Unions or accept a full-time position with International Brotherhood of Electrical Workers or the Alabama Labor Council, the Company agrees that they will be given a leave of absence for the period of this agreement, or any extension thereof, and that they will retain and accumulate seniority and service just as though they continued to work for the Company, and that they will be permitted to return to their former or an equivalent classification with the Company immediately upon conclusion of their term as such, and provided they are competent to fill the position. It is understood, however, that any necessary demotions made in carrying out the provisions of this paragraph (h) will not be made the basis of any grievance.

Service time will accrue for employees who are on a Union Leave of Absence. Employees who return from a Union Leave of Absence will be eligible for retroactive accrual of service time for purposes of vacation, service awards and retirement plaques.

(i) Employees who are required to work outside in the rain will be furnished raincoats or rain suits (as agreed on locally) and rain hats. Employees required to work in water will be furnished rubber boots. The Company will endeavor to provide a reasonable assortment of sizes of such equipment. Such equipment will remain the property of the Company, will not be devoted to personal use, and will be turned in when not actually required. If any employees desire such individual equipment for their own use, upon written request, the Company will supply it at thirty per cent (30%) of the cost to the Company (including cost of handling), but in that event such equipment will be kept readily available by employees to satisfy the requirements of this paragraph. The Company will also make replacements of such individual equipment at thirty per cent (30%) cost at reasonable intervals.

(j) Text Deleted.

(k) Paragraphs 1 through 5: Text Deleted.

When employees are designated by their supervisors to work in a higher covered classification or temporarily relieve or substitute for employees of a higher covered classification than their own, they will be paid at the minimum rate of the higher covered classification only for those hours worked in that classification. The senior competent employee available in the respective crew or

shift will be designated to work in the higher covered classification. Employees will continue to receive the pay of their own classification if they are required to work in a lower classification.

When management deems it necessary to substitute and/or perform the duties of a supervisor, contract specialist or other non covered jobs as determined by management, the company will designate someone to substitute and they will be paid an additional two dollars (\$2.00) per hour, **effective August 15, 2009, two dollars and fifty cents (\$2.50) per hour, and effective August 15, 2011, three dollars (\$3.00) per hour.**

(l) When an employee is offered a promotion by the Company and for any reason fails to accept it, such failure will not affect the employee's seniority or status, except as provided in paragraph (e) of Article V.

(m) Any employee who is called for work while off duty will be given as much notice as possible.

(n) Where it is practicable to do so, any employees who are unable to report for work will send word to or notify their respective superintendent, supervisor or foreman of such inability and its probable duration. Such notice will be given as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice or without good and sufficient reason will be grounds for disciplinary action or discharge.

(o) Employees will keep their respective supervisors informed of their correct home or living quarters address.

(p) The Company will not use superintendents, assistant superintendents, supervisors, or foremen to displace employees in classifications covered by this agreement; however, nothing in this agreement will be construed to prevent them from doing such work in emergencies, in training employees, or in the inspection and adjustment of equipment, and performing incidental tasks which contribute to the obvious efficiency of the crew or work group, but will not displace a covered employee. It is not the parties' intent for these classifications to become working classifications that can perform routine bargaining unit work without limitations. Such classifications' primary responsibility is to supervise work being performed. The above referenced incidental tasks do not include the foremen doing routine switching or using tools.

(q) When employees are recalled for work and report for duty after a regular work period or on one of their regular off-days, they will be paid for actual time spent working or standing by, plus an additional amount equal to their overtime rate of pay for one hour for the inconvenience involved in such recall, but in no event will they receive less than two (2) hours pay at their overtime rate.

Employees who are provided Company vehicles for the purpose of such recalls and respond to the recalls from their homes, will not be eligible for the one hour at the overtime rate to compensate for the inconvenience of the recall. Such employees will be paid for the actual time spent working or standing by but in no event will they receive less than two (2) hours pay at their overtime rate.

When employees are recalled for work and report for duty while they are off duty during their regular scheduled lunch period, they will receive overtime pay for the actual time worked at a minimum of one-half (1/2) hour up to the length of their scheduled lunch period and will be allowed adequate time to complete eating their meal.

When employees are required to report to work on a scheduled workday after having been released on one of their scheduled workdays and were notified to this effect before the end of their last scheduled work period, they will be paid the equivalent of three (3) hours at the overtime rate or the actual hours worked, whichever is greater, except as set out below.

When employees are required to report in advance of the normal starting time on one of their scheduled days of work, and were notified to this effect before the end of their previous scheduled workday, they will be paid at their overtime rate for all time worked prior to their normal starting time.

When employees are required to report for work on one of their off-days and were notified to this effect before the end of their last previous scheduled work period or in the event a prearranged overtime assignment begins on a regular work day and extends into an off-day or begins on an off-day and extends into another off-day, they will be paid the equivalent of four (4) hours at the overtime rate or the actual hours worked, whichever is greater. A regular off-day will consist of twenty-four (24) consecutive hours commencing with the end of the preceding regular work day [as defined in paragraph (v), Article VIII] or a preceding regular off-day.

(r) When employees are ordered to stand by subject to call, a definite place and period of time will be designated by their supervisor. Time thus spent standing by will be considered as hours worked.

(s) So far as may be practicable and consistent with the efficient performance of work to be done, the Company will distribute overtime work equitably among the employees covered by this agreement over reasonable periods of time in the various units, locations and lines of work therein; the various lines of work corresponding generally to the principal journeyman classifications and being: (1) warehousing, (2) plant operations, (3) steam heat operations - Birmingham, (4) Fuel Handling, steam plants only, and (5) plant maintenance.

In consideration of differences in work locations, overtime issues will be handled by mutual local agreements. Once established, these local agreements will serve as the definition of "equitable" distribution of overtime and will outline the policy to be followed in each local area. These agreements will address as a minimum the following interests:

- on call arrangements such as A&B lists, crew on call, etc.
- the need for timely response, particularly on a holiday and weekends
- consequences clearly stated for either party not adhering to agreement
- a sunset provision

Should no mutual agreement be reached the existing overtime procedures will be utilized.

Records showing the distribution of overtime in accordance with the above will be made available for inspection by designated representatives of the Brotherhood at plant offices. Lists of overtime at intervals of four (4) weeks accumulated from beginning to end of each year will be posted at the plants, and Birmingham Steam Heat.

(t) In the event an employee has a personal need and is unable to work on a regular workday, subject to the approval of supervision and without loss of efficiency or payment of overtime, the employee may make it up without loss of pay by working immediately before or after any regular scheduled work period in the same work week, working an off-day in the same workweek, using a day of vacation, or using a banked holiday.

If employees are absent from work because of a death in their immediate family, they will be allowed time off with pay as follows:

1. Three (3) days death leave will be granted, as deemed necessary by the employee in the event of a death of the employee's spouse, parents, stepparents, grandparents, stepchildren, children, grandchildren, brothers, sisters, half-brothers, half-sisters or the spouse's parents, stepparents, grandparents, brothers, sisters, half-brothers or half-sisters. Time off as stipulated in this item (1) must be taken within thirty (30) days of the death.

2. Up to three (3) consecutive days funeral leave will be granted, including off-days, for the purpose of traveling to, attending and returning from the funeral service of the employee's son-in-law, daughter-in-law or any relative regularly residing in the household of the employee concerned.

(u) Shift employees may elect to work rotating or non-rotating schedules by functional operating groups. The preferences of such employees will also be regarded, by seniority, in scheduling shifts and off-days upon request to the supervisor in general charge of the operation. All employees encompassed by the Power Generation Agreement are "Shift Employees".

Shift employees at generating plants may elect to work a modified form of fixed shift schedule under the following conditions:

1. During the month of September of each calendar year, an election will be held by the Union to determine whether shift employees, by functional operating groups at each location, desire to work fixed shift schedules. The Company agrees to comply with the wishes of each functional operating group at each location following receipt of an official notice from the Union certifying the election results supplied no later than October 15 of each year. Upon proper receipt of such notice, the Company will post a schedule, allowing for a thirty (30) day notice, to go into effect on the first Saturday following January 1.

2. For the purpose of applying this agreement, the following will be deemed as functional operating groups:

- a. E&I Journeymen, Electricians, Instrument Servicemen, Apprentice E&I Journeymen, and **Plant Auxiliaries**
- b. Mechanics, Apprentice Mechanics, Machinists, Welders, Apprentices, and **Plant Auxiliaries**
- c. Warehouseman-Plant, Materialman and **Plant Auxiliaries**
- d. Plant Control Operators, Assistant Plant Control Operators, and **Plant Auxiliaries**
- e. Fuel Handling Department
- f. At Birmingham Steam Heating System:
 1. Boiler Operators
 2. Mechanics **and Boiler Operator-Mechanics** (where applicable)

3. The term "fixed shift schedules" as used in this paragraph does not in any way affect the Company's rights to reschedule employees as provided in paragraph (w) of this Article VIII. Specifically, this includes, but is not limited to, the right to reschedule employees in designated relief positions on a regular basis to meet the requirements of the Company.

4. The present methods of allowing employees to select vacant positions on the schedule will continue; but if problems unique to fixed shift schedules should develop, the Company and the Union will meet and resolve these problems.

Employees in each functional work group in Power Generation will be allowed to vote, one time per year, for the purpose of splitting into teams or remaining in functional work groups for the purposes of overtime distribution and vacation scheduling.

A shift differential in addition to the rates set forth in wage schedules attached hereto as Exhibit A will be paid to employees who work on the evening or night shifts as follows:

Evening Shift----Where the majority of the scheduled hours worked are between 3 p.m. and 11 p.m., 75¢ per hour for all hours actually worked. **Effective August 15, 2009, the differential will be increased to 80¢ per hour. Effective January 1, 2011, the differential will be increased to 85¢ per hour.**

Night Shift-----Where the majority of the scheduled hours worked are between 11 p.m. and 7 a.m., 90¢ per hour for all hours actually worked. **Effective August 15, 2009, the differential will be increased to 95¢ per hour. Effective January 1, 2011, the differential will be increased to \$1.00 per hour.**

No shift differential will be paid for any time not actually worked.

(v) The regular workweek will consist of seven (7) consecutive twenty-four (24) hour periods starting immediately after Friday midnight, or at the shift change nearest Friday midnight in the case of shift employees, as defined in paragraph (u) above. The regular daily work period will consist of a continuous period including eight (8) scheduled hours of work, plus scheduled time for a meal. However, it is understood that the commencement of the meal period may be advanced or delayed thirty (30) minutes by the Company so long as the meal period is not reduced or extended. In cases where the commencement of a meal period is advanced or delayed more than thirty (30) minutes by the Company, time spent working during the regular scheduled meal period will be paid for at the overtime rate and the employee will be allowed sufficient time for the meal and if any part of this time falls outside their regular scheduled meal period it will be considered time worked. The regular workday will consist of twenty-four (24) consecutive hours commencing with the starting time of the work period; except that no workday will carry over from one regular workweek to the next.

(w) All employees will be paid at the rates shown for their respective classifications in the wage schedules attached hereto as Exhibit A for all time worked during their scheduled hours of work. Employees will be scheduled to work five (5) regular daily work periods in each workweek on consecutive workdays, as far as may be practicable. Off-days will be consecutive except in the case of periodic changes of shifts or when daily work periods are changed by giving at least thirty (30) days notice as provided for in this paragraph (w). The various employees will be notified of their regularly scheduled work periods by posting notices in the respective plants. The Company may change such regularly scheduled five (5) consecutive daily work periods by giving at least thirty (30) days prior notice of such change. Employees may be rescheduled for temporary periods upon at least thirty-six (36) hours prior notice stating the probable duration. Employees rescheduled with less than 36 hours but more than 24 hours notice will receive a \$0.50 cents an hour premium for all hours worked during the first two weeks of the temporary schedule. Employees will be paid one and one-half (1-1/2) times the rates shown for the respective classifications in the wage schedules attached hereto as Exhibit A for all hours worked in excess of forty (40) in any regular workweek and for all hours worked in excess of eight (8) in any regular workday and for all hours worked outside of those regularly scheduled; provided, however, that overtime rates will not be paid for hours worked in excess of eight (8) in any workday brought about by periodic changes of shifts or

by granting requests of individual employees; and, provided further, that overtime rates will not be paid more than once for the same hours worked. Employees may be allowed to work schedules other than eight (8) hours as specified in applicable Memoranda of Understanding.

(x) Text Deleted.

(y) Employees who are instructed to report for duty before they have had eight (8) consecutive hours off duty since the end of their last scheduled work period and who so report will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty. Employees who are instructed to report for duty six (6) hours or more before their next regular scheduled starting time following an off day will continue to be paid at the overtime rate for all time worked until they have had eight (8) consecutive hours off duty. However, in either instance at the completion of the work for which the employee so reported, the Company may at its discretion continue the employee at work or give them eight (8) hours off duty and if any part of the eight (8) hours off duty falls within or overlaps into the employee's next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate.

Any employees continuing to work beyond their regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty and if any part of such eight (8) hours off duty falls within or overlaps into the employees' next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate. In those instances where travel time is applicable in applying the terms and conditions of the eight (8) hour rest period provision, such travel time will be considered as a portion of such rest period provision.

(z) Employees who may be temporarily incapacitated by a lost-time accident and who recover to the extent that the Company Medical Director certifies them for "light duty," or any employees who suffer or develop a temporary physical disability to the extent that they are no longer competent to perform satisfactory work in their classification may be placed on any work which is available (including their regular job) and which they can perform without prejudice to their physical condition. Such employees will be paid at the proper rate for the classification to which they are assigned.

In the event employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their classification, the Company will undertake to mutually agree with the Brotherhood upon the assignment of such employees to any classification without regard to the provisions of Article V, paragraph (e), and such employees will be paid at the rate of the classification to which they are assigned.

In the event employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their classification, the employees will be given the option of exercising rights covered in Article V, paragraph (k) of this agreement, provided there are classifications available that employees can perform without prejudice to their physical condition and further provided that the employees will not be precluded from exercising other available options.

Permanently disabled employees electing to exercise the roll rights given under this paragraph, who are subsequently determined to be incompetent to perform the duties of their new classification during the first 12 months following the roll back, will be demoted under the provisions of Article V, paragraph (k). The ensuing roll back will be conducted under the provisions of Article V, paragraph (i).

1. Permanently disabled employees electing to exercise roll rights given under the above, may be considered for rolling into classifications which are filled on the basis of competency.
2. Permanently disabled employees eligible to exercise roll rights under this paragraph, who elect to go on LTD when eligible, will not be eligible to exercise roll rights.

Employees on Disability, Extended Disability, or Long Term Disability leaves of absence on or after September 2, 1992, will be granted service credit, not to exceed twenty-four (24) months, upon return to work.

(aa) Subject to the orders of their supervisors, employees are responsible for the proper discharge of their respective duties within the scope of their training and experience, and any negligence or failure in this respect will constitute grounds for disciplinary action or discharge after proper investigation.

(bb) When employees are required by the Company to work temporarily at some location other than the place where they regularly work, the Company will pay any reasonable and necessary traveling and living expenses required by such temporary employment.

If the Company provides overnight traveling accommodations, it will pay only for time spent in traveling during regularly scheduled hours on scheduled workdays or off-days just as though such time were worked. If the Company provides traveling accommodations other than by Company car or truck, it will pay for all time spent in traveling just as though such time were worked. In such cases, if employees desire to provide their own transportation or to determine their own mode, route, and time of traveling to and from such temporary employment, they will make mutually satisfactory arrangements with their respective supervisor in advance as to the time and expense to be paid for by the Company and as to the time and place where they will report.

If traveling is by Company car or truck the Company will pay for all time spent traveling just as though it were time worked. If in lieu of utilizing a Company car or truck, which will make the trip in any event, employees desire to provide their own transportation, they will pay their own transportation expense but will receive time as if they had traveled by such Company car or truck.

In the event employees who are working temporarily at some location other than the place where they regularly work and would normally have their room and board paid for at the temporary location as provided for in the first sentence of this paragraph (bb) chooses to return to their home after each day's work, the Company will provide their evening and morning meals at the temporary location and at the option of the employees the Company will allow such employees for traveling or transportation expenses the amount that would otherwise be paid by the Company for the employees' lodging.

(cc) When employees are required to incur any extra expense by reason of being required by the Company to work before, after, or in excess of their scheduled hours of work in any day, such reasonable and necessary extra expense will be defrayed by the Company.

Meals will be provided or paid for as set forth in Exhibit D, entitled Procedures Relating to Providing or Paying for Meals.

Travel expense will be paid for as set forth in Exhibit E, entitled Memorandum of Agreement -- Payment for Travel Expense for Employees Required to Work Overtime.

(dd) Employees will have a permanently assigned headquarters which will also be the employees' usual reporting place; provided, however, that this provision will not require employees to report to such assigned headquarters if instructed by their supervisor to proceed to discharge their duties without reporting to such headquarters. Employees will not be permanently transferred from one such assigned headquarters to another except through the operation of the provisions for filling vacancies or new jobs provided for in Article V hereof. The first sentence of this paragraph will not be construed to require employees to report each date to their assigned headquarters if in the normal performance of their duties such reporting is not necessary, unless the employees are instructed to report to such headquarters by their respective supervisor.

Where employees are required to report or quit at some headquarters or reporting place, the Company will pay for time spent in traveling between the job and such headquarters or reporting place, plus any time spent working at such headquarters or reporting place.

(ee) Along with their paycheck for each pay period the Company will furnish to all employees a statement showing the number of hours for which they are paid at straight time rates; the number of hours for which they are paid at overtime rates; and the number of hours worked in substitution during the payroll period covered by such paycheck; together with the respective rates of pay.

(ff) Work in rain, sleet or snow will be held to such minimum as is reasonably necessary for the protection and preservation of the property of the Company and for the rendition of safe, economical and satisfactory service to the public. It is understood that routine work, excluding performing work on energized lines or equipment, will be performed during periods of light rain.

(gg) The Brotherhood will be permitted to use space on bulletin boards of the Company in operations where members of the Brotherhood are employed, under the terms of this agreement, for posting official notices of the Brotherhood to its membership.

(hh) When the Company requires any employee to have a telephone, it will notify such employee in writing of this requirement. In such case, the Company will pay the telephone bill of the employee (except personal long distance charges) until the requirement is canceled in writing. No employee's telephone number will be listed under the Company's name in the telephone directory.

(ii) In the event a report of commendation, or a disciplinary notice summary letter is placed in the personnel file of an employee, a copy of the document will be furnished such employee.

In case a disciplinary notice is given, the employee concerned will be given a letter summarizing the discussion. If the employee chooses, a representative from the Brotherhood may be present at time of such discussion. If the employee thinks unfair treatment is given, a grievance may be initiated and such discussion, by mutual agreement, may be considered the first step of the grievance procedure. The letter summarizing a disciplinary notice will not be made a part of the official files of the Company until the outcome of the grievance has been determined.

(jj) If employees who are instructed to climb a steel radio tower over 100 feet in height believe that due to their physical or mental limitations or their lack of skill they cannot perform the job safely and so inform their supervisor, they will not be required to climb such tower.

(kk) The following is the Company's new Tool Policy in its entirety: The Company will pay to eligible employees 70% of the reasonable receipt for approved personal tool purchases. Employees will be furnished a list of tools authorized to be purchased based on their classification.

When an employee is awarded a permanent job, the employee will be responsible for purchasing, within a reasonable time frame, the tools necessary for that classification. During work schedules, the employee must have these tools available for use at the work site. Prior management approval is necessary to purchase or replace authorized or approved tools.

Tools, except for specialty tools stocked by the Company, will be acquired by the employee through direct purchase from outside vendors. The employee will be responsible to ensure purchased tools meet current ANSI Standards. Reimbursement will be made through the expense account procedure with reimbursement on the employee's paycheck.

Employees will be responsible for replacing tools under warranty. The Company will not replace tools which are not under warranty when the tool is available in a brand that is under warranty. However, worn or broken tools acquired prior to **September 14, 2004**, may be replaced on a case by case basis. Broken or worn tools which are not available with a warranty may be replaced at the 70/30 split.

Lost or stolen tools may be replaced at the Company's expense on a case-by-case basis.

Employees will have ownership of personal tools and will be responsible for the maintenance and upkeep of these tools.

ARTICLE IX

Wages and Classifications

(a) Salaries to be paid the various classifications of employees will be at the rate set forth in salary schedules attached hereto and made a part hereof as Exhibit A provided, however, that no employees' salaries will be reduced because they are above the rate shown in such salary schedules for the classification in which they are regularly working when this agreement becomes effective. All permanent regular employees covered by this agreement will be paid on an hourly wage basis. In all cases hourly rates for the respective classifications will be used in computation of overtime, time lost and time worked in substitution for employees in higher classifications.

(b) The number and classification of employees required for the regular full operation and maintenance of the generating plants of the Company at the present time is set forth in job schedules attached as Exhibit B of this agreement, subject to the notes included as part of such exhibit; but the Company does not agree to continue such numbers and classifications of employees except as they may be required for the work to be done.

ARTICLE X

Loyalty and Efficiency

Employees of the Company, members of the Brotherhood, agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Company and its interests; and that they will cooperate with the Company in promoting and advancing its welfare and prosperity.

ARTICLE XI

No Strikes or Lockouts

In view of the grievance and arbitration provisions of this agreement, the Brotherhood agrees that during the term hereof it will not authorize, instigate, support or encourage any strike, slowdown, or other concerted cessation or delay of work by employees, and the Company agrees that during such term there will be no lockout of employees. The Brotherhood will not be liable to the Company on account of any strike, slowdown, or other concerted cessation or delay of work by employees not authorized, instigated, or encouraged by it and participation by any employee in any such strike, slowdown, or other concerted cessation or delay of work by employees will constitute grounds for immediate discharge.

ARTICLE XII

Safety

(a) Both parties agree to cooperate in promoting safety throughout the various operations of the Company covered by this agreement.

(b) It will be the duty of supervision to see that a sufficient number of experienced workers, equipped with the customary safety devices necessary for the safe performance of the job, are available for any work which is undertaken in any operation of the Company covered by this agreement.

(c) Violation of safety rules of the Company after a warning has been given will be deemed sufficient reason for disciplinary action or discharge of offending employees.

(d) Whenever an investigating committee is appointed by the Company to investigate an accident affecting employees, it will include at least two (2) members of the Local Union affected familiar with the line of work in which the accident occurred, to be selected from an adequate list supplied by the Brotherhood for each unit covered by this agreement. The Company agrees to investigate promptly accidents involving employees upon written request from the Brotherhood.

(e) In the event a report of any investigating committee is deemed unfair to an employee, this may be taken up by the Brotherhood as a grievance as provided for in Article VI.

(f) In emergencies all employees are expected to perform to the best of their ability consistent with safety; but employees not working under direct supervision will request additional competent assistance when confronted by work which would be dangerous for them to undertake by themselves.

ARTICLE XIII

Text Deleted

ARTICLE XIV

Special Rules - Hydro Plants

(a) The Plant Operators on shift will be responsible for the detailed operation of their respective plants, subject to the orders and supervision of the respective plant superintendents and foremen, and in accordance with system operating procedures for the respective plants.

(b) Electricians must be thoroughly experienced in power plant electrical maintenance work and must be capable of handling safely and efficiently all phases of this work with only general supervision.

(c) Mechanics must be thoroughly experienced in power plant mechanical maintenance work and must be capable of handling safely and efficiently all phases of this work with only general supervision.

(d) Hydro Journeymen on shift will be responsible for the detailed operation of their respective plants, subject to the orders and supervision of the respective plant superintendents and foremen and in accordance with operating procedures for the respective plants. They must be thoroughly experienced in power plant electrical and mechanical maintenance work and must be capable of handling safely and efficiently all phases of this work with only general supervision.

ARTICLE XV

Special Rules - Steam Plants

(a) In the steam plants, the boiler or plant control operators on shift will be responsible for the detailed operation of their respective boiler, turbine, or control room areas to which they are assigned subject to the orders and supervision of the respective plant manager/**supervisor or** foreman.

(b) Text Deleted.

(c) Text Deleted.

(d) Text Deleted.

(e) Assistant Plant Control Operators on shift must be qualified to handle detailed operation of equipment in the several plant areas assigned and to intelligently assist the Plant Control Operators in the plant operation.

Within Fossil Generation, the duties of Assistant Plant Control Operator will include switching for Maintenance. Training will be provided to employees expected to perform switching beyond their previous level of experience. The above changes will be implemented provided they conform to applicable state and federal laws.

(f) Electricians and E&I Journeymen must be thoroughly experienced in power plant electrical maintenance work and must be capable of handling safely and efficiently all phases of such work for their respective plants with only general supervision.

Employees classified as Electrician in Fossil Generation will be reclassified to E&I Journeyman as soon as they demonstrate competency for the new classification. Employees reclassified to this new classification will be placed at that step of the rate range corresponding to their position in the former classification. This reclassification will establish a new progress increase date.

Employees classified as Electrician in Fossil Generation will be offered an opportunity to demonstrate the required competency for the new classification by making available CK&S testing at the employee's request. In the event of a failure, the employee must wait six (6) months before

being eligible for retesting. The Company agrees not to remove an incumbent Electrician from that job classification due to such employee's failure to qualify for the E&I Journeyman.

Electricians, E&I Journeyman and E&I Apprentice will be considered in one work group for the purposes of schedule election, job assignments on straight time and overtime, overtime distribution, and vacation scheduling.

(g) Mechanics must be thoroughly experienced in power plant mechanical maintenance work and must be capable of handling safely and efficiently all phases of such work for their respective plants with only general supervision.

(h) Machinists must be thoroughly experienced in power plant machine tool work and must be capable of handling safely and efficiently all phases of such work for their respective plants with only general supervision.

(i) Apprentices must be experienced **plant auxiliaries**, capable of assisting in the maintenance of power plant electrical, instrument, and mechanical equipment, and must have the necessary qualifications to develop into higher class workers. They may be used on either electrical, instrument, or mechanical work. In the maintenance personnel of any steam plant the number of apprentices will not exceed one (1) for each two (2) journeymen, including electricians, E&I journeymen, mechanics, and welders.

(j) At a minimum, **plant auxiliaries** must be able to do unskilled work in connection with the maintenance or operating jobs to which they are assigned and must display aptitude for their work and ability to acquire necessary skill to qualify them for promotion. **Plant auxiliaries** must be capable of assisting in the maintenance and operation of power plant electrical and mechanical equipment.

(k) In order to be able to avoid a reduction of forces at the steam plants due to temporarily reduced operation schedules, the Company will continue its policy of giving employment in the maintenance and operating crews to experienced operating workers who would otherwise be laid off, giving proper weight, however, to seniority, competency, and availability of work. This provision will not be construed as requiring the Company to employ an operating worker on maintenance work in a lower classification and pay the worker in excess of the rate provided for such classification in the wage schedules, Exhibit A of this agreement.

ARTICLE XVI

Text Deleted

ARTICLE XVII

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ARTICLE XVIII

Co-Operative Student Training Program

Recognizing the responsibility of the Company for the training and development of engineering personnel to meet future needs and objectives of the Company, the parties agree that, notwithstanding the seniority provisions of this agreement, the Company will have the right to utilize co-operative student employees to fill new jobs or vacancies in classifications below that of apprentice, provided such student employees are competent to fulfill the duties of the job. The Company will undertake to agree with the Brotherhood on a guiding principle concerning the placement of co-op students in bargaining unit classifications.

ARTICLE XIX

Employee Training

Recognizing the need for training employees for advancement to certain classifications and the improvement in skill of certain other employees in classifications they already hold, discussions will be held between representatives of the Company and the Brotherhood in an effort to develop plans for such training.

ARTICLE XX

Posting Rules

The rules in regard to hours and working conditions as set forth herein will be posted in the respective generating plants, to which they apply and the rules so posted will be observed until changed as provided for in this agreement.

IN WITNESS WHEREOF, the Company and the Brotherhood have each caused these presents to be executed in their respective names and on their respective behalves by their proper officers thereunto duly authorized, as of the day and year first above written.

ALABAMA POWER COMPANY

By Jerry L. Stewart
Sr. Vice President Power Generation

Approved For:

ALABAMA POWER COMPANY

Charles D. McCrary
President & Chief Executive Officer

Attest:

William E. Zales, Jr.
Vice President, Secretary & Ass't. Treasurer

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local Union No. 345, Mobile, Alabama
By **George T. Hunt, Jr.**

Local Union No. 833, Jasper, Alabama
By Mike Christopher

Local Union No. 904, Tallassee, Alabama
By **James D. Taylor**

Local Union No. 391, Gadsden, Alabama
By Alan R. Wagnon

Local Union No. 801, Montgomery, Alabama
By Keith C. Williams

Local Union No. 841, Birmingham, Alabama
By **Casey Shelton**

Local Union No. 1053, Demopolis, Alabama
By **Frank Hurns**

Local Union No. 796, Dothan, Alabama
By **David J. Cole**

Local Union No. 2077, Wilsonville, Alabama
By Roy Green, Jr.

Approved For:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Edwin D. Hill
International President

Attest:
William E. Frederick
Business Manager,
System Council U-19

EXHIBIT A (2009)

POWER GENERATION AGREEMENT

HOURLY WAGE SCHEDULES

August 15, 2009 – August 14, 2010

**Hourly Wage Schedules for period August 15, 2009 - August 14, 2010
Generating Plants and Steam Heat**

Job No.	Classification	Minimum to Maximum				
1. Maintenance -- Fossil/Hydro Plants						
* 004105	Elect & Instr Journeyman	\$28.966	\$29.028	\$29.090	\$29.168	\$
005503	Elect & Instr Journeyman I	28.966	29.168			
004108	Electrician-Pwr Sup	28.463	28.558	28.617	28.676	
* 004109	Machinist	28.463	28.558	28.617	28.676	
004110	Mechanic-Pwr Sup	28.463	28.558	28.617	28.676	
005497	Mechanic	28.463	28.676			
004113	Welder	28.463	28.558	28.617	28.676	
* 004121	Mechanic-Diesel	28.463	28.558	28.617	28.676	
004124	Hvy Equip Opr	28.463	28.558	28.617	28.676	
004167	Warehouseman Plant	28.463	28.493	28.558	28.572	28.617
		28.676				
004168	Materialman	26.080	26.276	26.510	26.568	26.661
		26.751				
* 004104	Elect & Instrument Appr	23.724	24.440	25.157	25.873	26.589
		27.306	28.966			
004143	Equip Operator	23.514	23.589	23.651	23.759	23.835
* 004145	Appr Mech-Pwr Sup	23.117	24.310	25.503	26.697	28.463
004146	Apprentice-Pwr Sup	23.117	23.193	23.285	23.361	23.437
* 004894	Apprentice Mech-Diesel	23.117	23.193	23.285	23.361	23.437
008655	Plant Auxiliary	14.144	14.528	14.959	15.170	15.400
		15.967	16.303	16.776	17.234	18.029
		18.779	19.555			
2. Hydro Plant Operation						
004875	Hydro Journeyman	\$29.211	\$29.349	\$	\$	\$
004876	Operator-Electrician	29.016	29.105			
004877	Operator-Mechanic	29.016	29.105			
004114	Plant Operator	28.463	28.558	28.617	28.676	

3. Steam Plant Operation

004116	Plant Control Opr	\$29.388	\$29.482	\$29.556	\$29.648	\$
004124	Hvy Equip Opr	28.463	28.558	28.617	28.676	
004148	Ast Plt Control Opr	24.139	24.216	24.306	24.369	
004143	Equip Operator	23.514	23.589	23.651	23.759	23.835
008655	Plant Auxiliary	14.144	14.528	14.959	15.170	15.400
		15.967	16.303	16.776	17.234	18.029
		18.779	19.55			

4. Birmingham Steam Heating System

004105	Elect & Instr Journeyman	\$28.966	\$29.028	\$29.090	\$29.168	\$
004109	Machinist	28.463	28.558	28.617	28.676	
004110	Mechanic-Pwr Sup	28.463	28.558	28.617	28.676	
004117	Boiler Operator	28.463	28.558	28.617	28.676	
004146	Apprentice-Pwr Sup	23.117	23.193	23.285	23.361	23.437
008655	Plant Auxiliary	14.144	14.528	14.959	15.170	15.400
		15.967	16.303	16.776	17.234	18.029
		18.779	19.555			
005211	Boiler Operator-Mechanic	28.966	29.028	29.090	29.168	

5. Cogeneration

008207	Cogen Journeyman	\$30.711	\$30.760	\$30.845	\$30.922	\$
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* These classifications at Steam Plants only.

EXHIBIT A (2009) continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When employees are not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate they were being paid, but in no event will they be paid at a rate above the maximum for the classification.
- (2) When employees are placed in any classification in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if they have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in their new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.
- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).

EXHIBIT A (2010)

POWER GENERATION AGREEMENT

HOURLY WAGE SCHEDULES

August 15, 2010 – August 14, 2011

**Hourly Wage Schedules for period August 15, 2010 - August 14, 2011
Generating Plants and Steam Heat**

Job No. Classification Minimum to Maximum

1. Maintenance -- Fossil/Hydro Plants

* 004105	Elect & Instr Journeyman	\$29.545	\$29.609	\$29.672	\$29.751	\$
005503	Elect & Instr Journeyman I	29.545	29.751			
004108	Electrician-Pwr Sup	29.032	29.129	29.189	29.250	
* 004109	Machinist	29.032	29.129	29.189	29.250	
004110	Mechanic-Pwr Sup	29.032	29.129	29.189	29.250	
005497	Mechanic	29.032	29.250			
004113	Welder	29.032	29.129	29.189	29.250	
* 004121	Mechanic-Diesel	29.032	29.129	29.189	29.250	
004124	Hvy Equip Opr	29.032	29.129	29.189	29.250	
004167	Warehouseman Plant	29.032	29.063	29.129	29.144	29.189
		29.250				
004168	Materialman	26.602	26.802	27.040	27.099	27.194
		27.286				
* 004104	Elect & Instrument Appr	24.199	24.929	25.660	26.391	27.121
		27.853	29.545			
004143	Equip Operator	23.984	24.060	24.124	24.234	24.312
* 004145	Appr Mech-Pwr Sup	23.580	24.796	26.013	27.231	29.032
004146	Apprentice-Pwr Sup	23.580	23.657	23.750	23.828	23.905
* 004894	Apprentice Mech-Diesel	23.580	23.657	23.750	23.828	23.905
008655	Plant Auxiliary	14.427	14.818	15.259	15.474	15.708
		16.286	16.629	17.111	17.579	18.389
		19.155	19.947			

2. Hydro Plant Operation

004875	Hydro Journeyman	\$29.795	\$29.936	\$	\$	\$
004876	Operator-Electrician	29.596	29.687			
004877	Operator-Mechanic	29.596	29.687			
004114	Plant Operator	29.032	29.129	29.189	29.250	

3. Steam Plant Operation

004116	Plant Control Opr	\$29.976	\$30.072	\$30.147	\$30.241	\$
004124	Hvy Equip Opr	29.032	29.129	29.189	29.250	
004148	Ast Plt Control Opr	24.622	24.700	24.792	24.856	
004143	Equip Operator	23.984	24.060	24.124	24.234	24.312
008655	Plant Auxiliary	14.427	14.818	15.259	15.474	15.708
		16.286	16.629	17.111	17.579	18.389
		19.155	19.947			

4. Birmingham Steam Heating System

004105	Elect & Instr Journeyman	\$29.545	\$29.609	\$29.672	\$29.751	\$
004109	Machinist	29.032	29.129	29.189	29.250	
004110	Mechanic-Pwr Sup	29.032	29.129	29.189	29.250	
004117	Boiler Operator	29.032	29.129	29.189	29.250	
004146	Apprentice-Pwr Sup	23.580	23.657	23.750	23.828	23.905
008655	Plant Auxiliary	14.427	14.818	15.259	15.474	15.708
		16.286	16.629	17.111	17.579	18.389
		19.155	19.947			
005211	Boiler Operator-Mechanic	29.545	29.609	29.672	29.751	

5. Cogeneration

008207	Cogen Journeyman	\$31.325	\$31.375	\$31.462	\$31.541	\$
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* These classifications at Steam Plants only.

EXHIBIT A (2010) continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When employees are not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate they were being paid, but in no event will they be paid at a rate above the maximum for the classification.
- (2) When employees are placed in any classification in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if they have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in their new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.
- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).

EXHIBIT A (2011)

POWER GENERATION AGREEMENT

HOURLY WAGE SCHEDULES

August 15, 2011 – August 14, 2012

NOTE: These wages are the minimum for 2011. They may increase based on language in the 2009 Memorandum in Exhibit C.

**Hourly Wage Schedules for period August 15, 2011 - August 14, 2012
Generating Plants and Steam Heat**

Job No.	Classification	Minimum to Maximum				
1. Maintenance -- Fossil/Hydro Plants						
* 004105	Elect & Instr Journeyman	\$30.210	\$30.275	\$30.340	\$30.421	\$
005503	Elect & Instr Journeyman I	30.210	30.421			
004108	Electrician-Pwr Sup	29.686	29.785	29.846	29.908	
* 004109	Machinist	29.686	29.785	29.846	29.908	
004110	Mechanic-Pwr Sup	29.686	29.785	29.846	29.908	
005497	Mechanic	29.686	29.908			
004113	Welder	29.686	29.785	29.846	29.908	
* 004121	Mechanic-Diesel	29.686	29.785	29.846	29.908	
004124	Hvy Equip Opr	29.686	29.785	29.846	29.908	
004167	Warehouseman Plant	29.686	29.716	29.785	29.799	29.846
		29.908				
004168	Materialman	27.201	27.405	27.648	27.709	27.806
		27.899				
* 004104	Elect & Instrument Appr	24.743	25.490	26.238	26.985	27.731
		28.479	30.210			
004143	Equip Operator	24.524	24.602	24.667	24.779	24.859
* 004145	Appr Mech-Pwr Sup	24.110	25.354	26.598	27.844	29.686
004146	Apprentice-Pwr Sup	24.110	24.189	24.285	24.364	24.443
* 004894	Apprentice Mech-Diesel	24.110	24.189	24.285	24.364	24.443
008655	Plant Auxiliary	14.752	15.152	15.602	15.822	16.061
		16.653	17.003	17.496	17.974	18.803
		19.586	20.395			
2. Hydro Plant Operation						
004875	Hydro Journeyman	\$30.465	\$30.610	\$	\$	\$
004876	Operator-Electrician	30.262	30.355			
004877	Operator-Mechanic	30.262	30.355			
004114	Plant Operator	29.686	29.785	29.846	29.908	

3. Steam Plant Operation

004116	Plant Control Opr	\$30.650	\$30.748	\$30.825	\$30.922	\$
004124	Hvy Equip Opr	29.686	29.785	29.846	29.908	
004148	Ast Plt Control Opr	25.176	25.256	25.350	25.415	
004143	Equip Operator	24.524	24.602	24.667	24.779	24.859
008655	Plant Auxiliary	14.752	15.152	15.602	15.822	16.061
		16.653	17.003	17.496	17.974	18.803
		19.586	20.395			

4. Birmingham Steam Heating System

004105	Elect & Instr Journeyman	\$30.210	\$30.275	\$30.340	\$30.421	\$
004109	Machinist	29.686	29.785	29.846	29.908	
004110	Mechanic-Pwr Sup	29.686	29.785	29.846	29.908	
004117	Boiler Operator	29.686	29.785	29.846	29.908	
004146	Apprentice-Pwr Sup	24.110	24.189	24.285	24.364	24.443
008655	Plant Auxiliary	14.752	15.152	15.602	15.822	16.061
		16.653	17.003	17.496	17.974	18.803
		19.586	20.395			
005211	Boiler Operator-Mechanic	30.210	30.275	30.340	30.421	

5. Cogeneration

008207	Cogen Journeyman	\$32.030	\$32.081	\$32.170	\$32.250	\$
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* These classifications at Steam Plants only.

EXHIBIT A (2011) continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When employees are not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate they were being paid, but in no event will they be paid at a rate above the maximum for the classification.
- (2) When employees are placed in any classification in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if they have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in their new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.
- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).

EXHIBIT A (2012)

POWER GENERATION AGREEMENT

HOURLY WAGE SCHEDULES

August 15, 2012 – August 14, 2013

NOTE: These wages are the minimum for 2012. They may increase based on language in the 2009 Memorandum in Exhibit C.

**Hourly Wage Schedules for period August 15, 2012 - August 14, 2013
Generating Plants and Steam Heat**

Job No.	Classification	Minimum to Maximum				
1. Maintenance -- Fossil/Hydro Plants						
* 004105	Elect & Instr Journeyman	\$30.890	\$30.956	\$31.022	\$31.105	\$
* 005503	Elect & Instr Journeyman I	30.890	31.105			
004108	Electrician-Pwr Sup	30.354	30.455	30.518	30.581	
* 004109	Machinist	30.354	30.455	30.518	30.581	
004110	Mechanic-Pwr Sup	30.354	30.455	30.518	30.581	
005497	Mechanic	30.354	30.581			
004113	Welder	30.354	30.455	30.518	30.581	
* 004121	Mechanic-Diesel	30.354	30.455	30.518	30.581	
004124	Hvy Equip Opr	30.354	30.455	30.518	30.581	
004167	Warehouseman Plant	30.354	30.385	30.455	30.470	30.518
004168	Materialman	27.813	28.021	28.270	28.332	28.431
		28.527				
* 004104	Elect & Instrument Appr	25.300	26.063	26.828	27.592	28.355
		29.120	30.890			
004143	Equip Operator	25.076	25.155	25.222	25.337	25.418
* 004145	Appr Mech-Pwr Sup	24.653	25.924	27.197	28.471	30.354
004146	Apprentice-Pwr Sup	24.653	24.733	24.831	24.913	24.993
* 004894	Apprentice Mech-Diesel	24.653	24.733	24.831	24.913	24.993
008655	Plant Auxiliary	15.084	15.493	15.953	16.178	16.423
		17.028	17.385	17.890	18.379	19.226
		20.026	20.854			
2. Hydro Plant Operation						
004875	Hydro Journeyman	\$31.151	\$31.299	\$	\$	\$
004876	Operator-Electrician	30.943	31.038			
004877	Operator-Mechanic	30.943	31.038			
004114	Plant Operator	30.354	30.455	30.518	30.581	

3. Steam Plant Operation

004116	Plant Control Opr	\$31.340	\$31.440	\$31.518	\$31.617	\$
004124	Hvy Equip Opr	30.354	30.455	30.518	30.581	
004148	Ast Plt Control Opr	25.743	25.824	25.920	25.987	
004143	Equip Operator	25.076	25.155	25.222	25.337	25.418
008655	Plant Auxiliary	15.084	15.493	15.953	16.178	16.423
		17.028	17.385	17.890	18.379	19.226
		20.026	20.854			

4. Birmingham Steam Heating System

004105	Elect & Instr Journeyman	\$30.890	\$30.956	\$31.022	\$31.105	\$
004109	Machinist	30.354	30.455	30.518	30.581	
004110	Mechanic-Pwr Sup	30.354	30.455	30.518	30.581	
004117	Boiler Operator	30.354	30.455	30.518	30.581	
004146	Apprentice-Pwr Sup	24.653	24.733	24.831	24.913	24.993
008655	Plant Auxiliary	15.084	15.493	15.953	16.178	16.423
		17.028	17.385	17.890	18.379	19.226
		20.026	20.854			
005211	Boiler Operator-Mechanic	30.890	30.956	31.022	31.105	

5. Cogeneration

008207	Cogen Journeyman	\$32.751	\$32.803	\$32.893	\$32.976	\$
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* These classifications at Steam Plants only.

EXHIBIT A (2012) continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When employees are not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate they were being paid, but in no event will they be paid at a rate above the maximum for the classification.
- (2) When employees are placed in any classification in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if they have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in their new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.
- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).

EXHIBIT A (2013)

POWER GENERATION AGREEMENT

HOURLY WAGE SCHEDULES

August 15, 2013 – August 14, 2014

NOTE: These wages are the minimum for 2013. They may increase based on language in the 2009 Memorandum in Exhibit C.

**Hourly Wage Schedules for period August 15, 2013 - August 14, 2014
Generating Plants and Steam Heat**

Job No.	Classification	Minimum to Maximum				
1. Maintenance -- Fossil/Hydro Plants						
* 004105	Elect & Instr Journeyman	\$31.662	\$31.730	\$31.798	\$31.883	\$
* 005503	Elect & Instr Journeyman I	31.662	31.883			
004108	Electrician-Pwr Sup	31.112	31.216	31.281	31.345	
* 004109	Machinist	31.112	31.216	31.281	31.345	
004110	Mechanic-Pwr Sup	31.112	31.216	31.281	31.345	
005497	Mechanic	31.112	31.345			
004113	Welder	31.112	31.216	31.281	31.345	
* 004121	Mechanic-Diesel	31.112	31.216	31.281	31.345	
004124	Hvy Equip Opr	31.112	31.216	31.281	31.345	
004167	Warehouseman Plant	31.112	31.145	31.216	31.232	31.281
		31.345				
004168	Materialman	28.508	28.722	28.977	29.041	29.142
		29.240				
* 004104	Elect & Instrument Appr	25.932	26.715	27.499	28.282	29.064
		29.848	31.662			
004143	Equip Operator	25.703	25.784	25.852	25.970	26.054
* 004145	Appr Mech-Pwr Sup	25.269	26.572	27.877	29.182	31.112
004146	Apprentice-Pwr Sup	25.269	25.351	25.452	25.535	25.618
* 004894	Apprentice Mech-Diesel	25.269	25.351	25.452	25.535	25.618
008655	Plant Auxiliary	15.461	15.880	16.352	16.582	16.833
		17.453	17.820	18.337	18.838	19.707
		20.527	21.376			
2. Hydro Plant Operation						
004875	Hydro Journeyman	\$31.930	\$32.081	\$	\$	\$
004876	Operator-Electrician	31.717	31.814			
004877	Operator-Mechanic	31.717	31.814			
004114	Plant Operator	31.112	31.216	31.281	31.345	

3. Steam Plant Operation

004116	Plant Control Opr	\$32.124	\$32.226	\$32.306	\$32.408	\$
004124	Hvy Equip Opr	31.112	31.216	31.281	31.345	
004148	Ast Plt Control Opr	26.386	26.470	26.568	26.637	
004143	Equip Operator	25.703	25.784	25.852	25.970	26.054
008655	Plant Auxiliary	15.461	15.880	16.352	16.582	16.833
		17.453	17.820	18.337	18.838	19.707
		20.527	21.376			

4. Birmingham Steam Heating System

004105	Elect & Instr Journeyman	\$31.662	\$31.730	\$31.798	\$31.883	\$
004109	Machinist	31.112	31.216	31.281	31.345	
004110	Mechanic-Pwr Sup	31.112	31.216	31.281	31.345	
004117	Boiler Operator	31.112	31.216	31.281	31.345	
004146	Apprentice-Pwr Sup	25.269	25.351	25.452	25.535	25.618
008655	Plant Auxiliary	15.461	15.880	16.352	16.582	16.833
		17.453	17.820	18.337	18.838	19.707
		20.527	21.376			
005211	Boiler Operator-Mechanic	31.662	31.730	31.798	31.883	

5. Cogeneration

008207	Cogen Journeyman	\$33.570	\$33.623	\$33.716	\$33.800	\$
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* These classifications at Steam Plants only.

EXHIBIT A (2013) continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When employees are not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate they were being paid, but in no event will they be paid at a rate above the maximum for the classification.
- (2) When employees are placed in any classification in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if they have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in their new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.
- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).

**EXHIBIT B - JOB SCHEDULES FOR GENERATING PLANTS
A - HYDRO PLANTS**

Classification	Lay Dam	Mitchell Dam	Jordan Dam	Martin Dam	Yates-Thurlow Dam	Smith Dam	Bankhead Dam
Mechanics	-	-	1	-	-	-	-
Apprentices	-	-	-	-	-	-	-
Auxiliaries-Plant	2	2	2	2	2	1	-
Operator-Mechanic	-	-	-	-	1	-	-
Operator-Electrician	-	1	1	-	-	-	-
Hydro Journeyman	4	3	2	4	2-3	3	3

**EXHIBIT B - JOB SCHEDULES FOR GENERATING PLANTS
A - HYDRO PLANTS**

Classification	Weiss Dam	Henry Dam	Logan-Martin Dam	Holt Dam	Bouldin Dam	Harris Dam
Mechanics	-	-	-	-	1	-
Apprentices	-	-	-	-	-	-
Auxiliaries-Plant	2	1	2	1	2	1
Operator-Mechanic	-	-	-	-	-	-
Operator-Electrician	-	-	-	-	-	-
Hydro Journeyman	3	4	3	2	2	3

**EXHIBIT B – JOB SCHEDULES FOR GENERATING PLANTS
B - STEAM PLANTS**

Classification	Barry	Gadsden	Gorgas	Green County	Gaston	Miller
Plant Control Operators	33	6	26	12	26	30
Asst Plant Control Oper.	55	13	52	17	44	62
Heavy Equipment Oper.	5	2	9	2	12	6
Equipment Operators	17	4	26	5	26	25

**EXHIBIT B - JOB SCHEDULES FOR GENERATING PLANTS
B - STEAM PLANTS**

Classification	Barry	Gadsden	Gorgas	Greene County	Gaston	Miller
E & I Journeyman	26	3	19	9	27	28
Electricians	-	-	-	-	-	-
Mechanics	18	3	18	9	25	29
Mechanics-Diesel	-	-	2	-	-	-
Machinists	1	-	1	1	1	1
Warehouseman-Plant	-	-	-	-	-	-
Materialman	4	1	6	1	5	6
Auxiliary-Plant	31	2	5	16	15	12
Welders	4	1	2	2	3	1
Appr Mech Pwr Suppl.	6	-	11	2	10	8
Apprentice E&I	7	-	5	-	-	9

**EXHIBIT B – JOB SCHEDULES FOR GENERATING PLANTS
C – COGENERATION PLANTS**

Classification	Theodore Cogen	Washington Co Cogen
Cogen Journeyman	11	10

C-NOTES

(A) These schedules, including footnotes, show the number of jobs - by classification and by plants - required to be filled for the full, normal operation of the generating plants as presently constituted.

**EXHIBIT C
GENERATION AGREEMENT
OUTSTANDING MOUs
WITH LANGUAGE THAT EXISTS
AS OF 2009**

(Language that is still applicable but not incorporated into the body of the Contract)

1995 NEGOTIATIONS

7. For participants in the APC medical plan administered by Blue Cross and Blue Shield of Alabama, the Company agrees to implement a Prescription Drug Program integrated with major medical. The following plan design aspects will be administered:
 - a. Blue Cross and Blue Shield of Alabama will maintain a network of pharmacies in Alabama which have agreed to participate in the Participating Pharmacy Program.
 - b. Employees will save, on average, 15% when purchasing prescriptions from a network pharmacy.
 - c. Once the major medical deductible of \$300.00 is satisfied, generic drugs will be reimbursed at 100%, brand name drugs will be reimbursed at 80% of usual customary and reasonable charges.
 - d. For prescription drugs purchased from a non network pharmacy, benefits will be payable to the employee, according to the existing Major Medical Plan.

16. The Company can agree to remove all written disciplinary records from the employee's personal file except as noted below as of the effective date of this agreement providing that the Union agrees to withdraw all pending arbitration cases involving discipline that did not result in termination, and further providing that such employee has no legal action pending against the Company.

The Company cannot agree, however, to remove discipline issued for violations of the Company's Drug and Alcohol Policy. In addition, the Company cannot agree to remove any written discipline resulting in multiple day suspension issued under the old progressive discipline policy after January 1, 1995.

All discipline issued after June 1, 1995, under the Non-punitive Discipline System, will be removed according to the policy's guidelines.

17. The Company will administer a Drug and Alcohol random testing program to the entire employee population including those now covered by the Department of Transportation regulations covering the commercial driver's license.
The procedures now in effect for the testing program for employees with Commercial Drivers Licenses will be extended to all employees with the exception that the non-CDL group will be tested at a rate of 10% of that population per year. Employees covered under this agreement

(other than those with a CDL) will be combined with other non-covered Company employees to form the non-CDL testing pool.

Implementation of post-accident drug and alcohol testing will be applicable to all employees including those currently under the Department of Transportation testing program as follows:
a) Vehicular accidents - any accident meeting one or more of the following criteria 1) human fatality 2) one or more vehicles towed away from the scene of an accident 3) injury or injuries immediately treated away from the scene of an accident 4) Alabama Power Company driver receives a traffic citation relating to the accident; b) Non-Vehicular accidents - all doctor attention cases.

Upon an employee's request, a split sample will be tested and the Company will pay for the additional test at a laboratory designated by the Company.

28. The Company can agree to a roving crew concept for the Power Generation area as set forth below:

a. Existing employees will be used to form the crew (no new authorizations).

b. Employees will be allowed to sign, by seniority, for the roving maintenance crew once per year.

c. Make-up of the Crews will be as follows:

	ECG	BAR	MIL	GOR	GCSP	GAD	TOTAL
Mechanics	8	8	8	8	4	1	37
E&I Journeymen	2	2	2	2	0	0	8
Welders	4	4	4	5	1	0	18

d. Based on needs and conditions, the Company will determine the make-up and schedule of each crew.

e. If the positions can not be filled by existing journeymen, it is understood that upgrading, by seniority, may be necessary to obtain the allotted positions at each location and to fill behind these positions when they are working at other locations.

MISCELLANEOUS ITEMS

The Company has decided to make the following changes based on concerns voiced by our employees during these negotiations. The decision to change these items follows the principles outlined in the current Memoranda of Agreement which reaffirm the Company's right to exercise full control and discipline in the conduct of its business and to be the judge of competency.

31. Time limits for expiration of disciplinary action notices in the Company's new Non-punitive Discipline Policy are hereby reduced as follows:

1st level notice - 12 months to 6 months

2nd level notice - 18 months to 12 months

3rd level notice - 24 months to 18 months

All other provisions of the policy remain unchanged.

32. Those sections of existing CK&S Testing Procedures which reference three (3) year and/or five (5) year time limits on maintaining competency to hold or substitute in a tested classification will be changed to remove these time limits for employees presently qualified (by job or CK&S) as of January 1, 1995 or thereafter.

Based on the Company's commitment to revise testing to include knowledge required on feeder tests, the requirement in Power Generation that the employee must be qualified on the feeder classification prior to qualification for Hydro Journeyman, Mechanic, Diesel Mechanic, E&I Journeyman, Welder, and Machinist will be removed.

1998 NEGOTIATIONS

13. Pay Calculations and Delivery

- a. The Company may take advantage of technological advances in performing future pay calculations. Rounding will no longer be an issue.
- b. The Company and Union recognize the cost savings associated with direct payroll check deposit and we jointly agree to use our best efforts to convince our fellow employees to participate. This might include prize drawing for participants.

14. Job Bids

“Job Net” or any other bid system available in the future may be used for posting jobs at any time the following parameters can be maintained:

- a. Bid Security
- b. Bid Confirmation
- c. Existing method of Bid input used for the Contract Bid System (CBS).
- d. Compliance with Article V of the contract

21. In recognition of the competitive nature of warehousing functions, the parties agree that the following changes will be made:

- a. Grandfather in their present classification all Warehousemen at the Plants for any present and future wage increases.
- b. Future warehouseman vacancies at the Plants that the Company deems necessary to fill will be filled as Materialman.

2004 NEGOTIATIONS

4. Future needs for certified welding will be met through employees in the mechanic classification as determined by management. The Company will determine how many mechanics will be certified. Mechanics who are certified welders will be paid a premium of \$.40 per hour. Existing welders who pass CK&S requirements for Mechanics will also receive the \$.40 per hour premium. As far as may be practicable, separate vacation and schedule selections will be maintained for Mechanics and Welders. Management reserves the right to limit the number of certified Welders off at any given time. The Company agrees not to remove a current welder from that job classification due to such employee’s failure to qualify for the Mechanic Classification. The Company agrees not to remove a current Mechanic from that job classification due to such employee’s failure to meet welding certification. Welding certification will be offered to Mechanics by seniority.

2009 Memorandum of Agreement:

1. **The following general wage increase adjustments will be made over the five year term of this contract.**

All classifications will be increased as shown below:

August 15, 2009 2.00%

August 15, 2010 2.00%

Increases August 15, 2011 and subsequent years will be the average of the CPI-W (as calculated by the average of the previous twelve (12) months ending June 30 of the current year) and the APC line movement for the current year, but in no case will the increases be less than the following:

August 15, 2011 2.25%

August 15, 2012 2.25%

August 15, 2013 2.50%

For any calendar year 2011 through 2013, if the average as calculated above exceeds five (5) %, the parties will meet to discuss the appropriateness of the August 15 general increase.

2. **All employees will participate in the Company's PPP plan or other short term incentive plan that is in effect and for which they are eligible during the term of this agreement. As long as the current incentive plan is in place, the incentive target for employees covered by this agreement will be five (5) % for each year thereafter for the term of this agreement. Any such plan will be designed and implemented solely by Company Management and participation will be subject to the same provisions as all other participants. The plan will not be subject to the grievance and arbitration process.**

3. **Benefits**

The Company is committed to offering quality and economical benefit programs on a cafeteria-style basis. This method is particularly suitable for accommodating increased employee diversity, evolving family structures, and changing family needs. The Company is also committed to evaluating current benefit providers at a Southern Company system-wide level because of our increased buying power and exploring opportunities with these and other vendors to get a better value or product.

The Company will continue to offer a choice of health care plans and will appropriately share in the cost of medical premiums.

a. During 2009, the choices and monthly premium contributions are as follows:

Carrier	Total Premium		Company Cost		Employee Cost	
	Single	Family	Single	Family	Single	Family
Blue Cross Blue Shield PPO						
Basic Option	372.30	1040.30	334.28	776.56	38.02	263.74
Standard Option	395.40	1104.80	334.28	776.56	61.12	328.24
Enhanced Option	464.60	1298.30	334.28	776.56	130.32	521.74
BYO \$500 PO/\$100 Rx	345.80	966.00	334.28	776.56	11.52	189.44
BYO \$500 PPO/\$50 Rx	351.60	982.20	334.28	776.56	17.32	205.64
BYO \$500 PPO/\$0 Rx	366.00	1022.30	334.28	776.56	31.72	245.74
BYO \$250 PPO/\$100 Rx	369.80	1033.20	334.28	776.56	35.52	256.64
BYO \$250 PPO/\$50 Rx *	375.60	1049.40	334.28	776.56	41.32	272.84
BYO \$250 PPO/\$0 Rx	390.00	1089.50	334.28	776.56	55.72	312.94
BYO \$150 PPO/\$100 Rx	402.60	1124.80	334.28	776.56	68.32	348.24
BYO \$150 PPO/\$50 Rx	408.40	1141.00	334.28	776.56	74.12	364.44
BYO \$150 PPO/\$0 Rx	422.80	1181.10	334.28	776.56	88.52	404.54

*The 2009 Core Plan will be the Blue Cross Blue Shield BYO \$250 PPO/\$50 Rx.

b. During 2009 through 2013, the Company's monthly premium contributions and Core Plan selection will be as follows: The Core Plan will be determined annually by the Company. Criteria for selection of the Core Plan will include requirements for the quality of healthcare products and services to be comparable to the current Core Plan. The Company will select the Core Plan and contribute a dollar amount up to 74% of the total premium of family medical coverage or 89% of the total premium for single medical coverage based on the Core Plan. For any plans with premiums greater than the Core Plan, the Company will contribute a dollar amount up to 74% for family coverage, or for single coverage, 89% of the Core Plan. The balance of the premium will be paid by the employee. However, for plans with total premiums less than the Core Plan, the Company will contribute no greater than 100% of the total premium of such plans.

c. During the term of this contract, the Company will meet with the Union semiannually to discuss trend data, the APC medical reserves, and premium-to-cost ratios to communicate premium estimates for years 2009 through 2013.

d. Spouses of deceased pre-retirement employees who are covered at the time of the employee's death by the family plan may continue to participate in the APC medical benefits plan at employee cost until they are covered by a non-APC sponsored medical plan.

e. For all participants in any APC medical plan, the Company agrees to provide an integrated Employee Assistance Program (EAP)/Managed Mental Health Plan as a part of the medical plans offered. During 2009, the vendor will be ValueOptions. The current plan design aspects will include:

Inpatient Mental Health: \$250 deductible including chemical dependency, 10% co-insurance, \$500 maximum out of pocket, no annual day limit, in-network coverage only.

Outpatient Mental Health: No deductible, \$15 copay, no visit limits in-network, out of network covered at 50% up to 20 visits per year.

Inpatient Chemical Dependency: \$250 deductible including mental health. 10% co-insurance, \$500 maximum out of pocket, 60 days lifetime, in-network coverage only.

Outpatient Chemical Dependency: no deductible, \$15 copay, no visit limits in-network, in-network coverage only.

EAP services (up to 6 visits in 2009) are available to all employees and their family members at no cost – whether they participate in the company-sponsored medical plan or not. Certain mental health and substance abuse treatments are covered under the medical plan rather than the EAP – and these in-network services are subject to a \$15 co-pay per visit. EAP services include legal referrals, financial counseling, marital counseling, childcare referrals and elder care referrals.

f. The Company will continue to offer LTD insurance with premiums as set forth below:

1. The provider will be MetLife with the following monthly rates for the years 2009:

101 cents per \$100 of covered pay for 60% Base Salary coverage (50.5 cents per \$100 covered by the employee and 50.5 cents per \$100 by the Company).

63 cents per \$100 of covered pay for 50% Base Salary coverage (12 cents per \$100 covered by employee and 51 cents per \$100 by the Company).

2. During the remaining term of this agreement, the premium for the 60% coverage option will be shared equally (50% Company and 50% employee). The same company contribution will be made for the 50% Base Salary coverage option.

g. The company will continue to offer Accidental Death and Dismemberment Insurance as a Personal Choice option in the Southern Company flexible benefits plan.

For the year 2009, the vendor will be AIG Insurance with the rates as follows:

Coverage Option	You only	You + child	You + spouse	You + spouse & child
\$50,000	\$1.20	\$1.40	\$1.90	\$1.90
\$100,000	\$2.40	\$2.80	\$3.80	\$3.80
\$200,000	\$4.80	\$5.60	\$7.60	\$7.60
\$300,000	\$7.20	\$8.40	\$11.40	\$11.40
\$400,000	\$9.60	\$11.20	\$15.20	\$15.20
\$500,000	\$12.00	\$14.00	\$19.00	\$19.00

h. During the term of this contract, the company will offer an enhanced dental insurance plan as a Personal Choice option in the Southern Company flexible benefits plan during the term of the contract. For the plan year 2009, the vendor will be Delta Dental.

For the year 2009, the following plans and monthly rates will be offered:

Category	Delta Dental Schedule Option	Delta Dental Low Option	Delta Dental High Option
Emp. Only	\$11.71	\$15.87	\$29.94
Emp. + Family	\$37.10	\$50.27	\$81.50

4. Commercial Drivers License

During the term of this agreement, the Company will continue to reimburse employees required to hold a Commercial Drivers License (CDL), the entire cost of the initial CDL and thereafter, the cost of renewing such license above the cost of a private drivers license and the Company will pay for the first medical examination required for license renewal.

5. All MOU's/MOA's that were set to expire August 15, 2009, will continue to be in effect throughout the term of this agreement.

OTHER AGREEMENTS

The Company and the Union agree to work together to delete unnecessary language, to correct errors in the language, to update language and perform editing of the Agreement as needed, without changing the intent of the Agreement.

**SIMPLIFIED GUIDELINES FOR
VOLUNTARY TRAINING AT ALABAMA POWER COMPANY
August 15, 1998**

1. Since this training is offered on a voluntary basis, employees will not be compensated for travel time to and from the training location which occurs outside the employee's scheduled or rescheduled hours.
2. These guidelines apply to any training situation away from the employee's normal work location with exceptions noted in the footnotes of these guidelines.
3. Each employee attending the training session whose permanent residence is greater than 50 miles from the training location is entitled to lodging (single occupancy when available) paid for by the Company.

Employees who choose to lodge at the training location will be eligible for mileage reimbursement for one round trip between his/her permanent residence and the training location for each week of training.

4. Each employee attending the training session may elect to commute to the training location each day, using his personal vehicle, and will be reimbursed at the Company's prevailing rate for actual mileage up to maximum of 200 miles round trip each day.

If an employee who qualifies for lodging commutes daily to and from the training center, he will not be provided lodging, but will be reimbursed for mileage as above.

Mileage will be computed by determining the most direct round trip route between the employee's permanent residence and training location, and by determining the most direct round trip route between the employee's permanent residence and permanent headquarters. Mileage will be paid for the entire commute, up to 200 miles, if the training commute exceeds the normal commute. If the training commute is less than the normal commute, no mileage reimbursement will be made.

Mileage for employees who do not have normally assigned permanent head quarters will be computed by determining the most direct round trip route between the employee's permanent residence and training location, not to exceed 200 miles round trip.

5. The Company will furnish or pay for breakfast, lunch and dinner if the employee is "lodging" and will furnish or pay for lunch if the employee is "commuting."

The method of providing meals varies as follows:

- a. For In-plant Fossil Training of Fossil and Hydro Employees:
The Company shall provide each "lodging" employee who is on a temporary training assignment an expense allowance equal to two meals per day while training at a temporary location. If the mid shift meal is not furnished for the

“lodging” employee, they will receive an additional expense allowance for the noon meal.

The Company shall provide each “commuting” employee who is on a temporary training assignment his lunch meal only.

b. For Hydro Training at Other Than Fossil Plants, for Operating Divisions and PDT:

For “lodging” employees, the Company will provide breakfast at the lodging facility, lunch at the training location and will reimburse the employee for dinner on an expense account.

For “commuting” employees, the Company will furnish or pay for lunch only.

6. The per diem provisions outlined under the Power Delivery Transmission Agreement shall not apply to covered employees participating in a training session.

Footnote: For training purposes, the Company will not pay for lodging for the following:

- a. Training employees permanently headquartered at Gorgas Steam Plant on temporary training assignment at Miller Steam Plant.
- b. Training employees permanently headquartered at Miller Steam Plant on temporary training assignment at Gorgas Steam Plant.

Amendment
Memorandum of Agreement
Power Generation – Maintenance
June 18, 2004

The following is an amendment to the Memorandum of Agreement; Power Generation – Maintenance dated January 17, 2004, between Alabama Power Company (Company) and the nine Local Unions of the International Brotherhood of Electrical Workers System Council U-19 (the Union).

Item 10 will be amended to read as follows:

10. Once an employee is awarded and accepts an apprentice job, the employee will be restricted from bidding to lower classifications during the time the employee is in the apprentice classification, unless the employee obtains Management approval to do so.

The Union and Company agree to allow employees holding the Apprentice Mechanic classification to be awarded an E & I Apprentice job for the first successful E & I Apprentice posting at each of the plants affected in this agreement. After the first successful E & I Apprentice posting at each affected plant, after the signing of this amendment, Apprentice Mechanics will be restricted from bidding to an E & I Apprentice classification during the time the employee is in the Apprentice Mechanic classification, unless the employee obtains Management approval to do so.

MEMORANDUM OF AGREEMENT
POWER GENERATION – MAINTENANCE
January 17, 2004

The following agreement between Alabama Power Company (the Company) and the nine Local Unions of the International Brotherhood of Electrical Workers System Council U-19 (the Union) is entered into by the parties as a result of discussions between Company and Union representatives with provisions as set forth below:

1. The provisions of this agreement will apply to employees located at Barry Steam Plant, E. C. Gaston Steam Plant, Green County Steam Plant, Gorgas Steam Plant, and Miller Steam Plant covered by the Power Generation Agreement only. These provisions will not apply to other Memoranda of Agreement between the parties, nor will they apply to any other location under the Power Generation Agreement.
2. Vacancies in the Mechanic and E&I Journeyman classifications will be posted as a dual posting for both the journeyman and apprentice classifications (i.e. Mechanic/Apprentice Mechanic or E&I Journeyman/E&I Apprentice). The vacancy will be filled by the senior qualified bidder and at the level of that person's qualification (i.e.; If the employee is qualified to be a journeyman, the position will be filled as a journeyman. If the employee is only qualified as an apprentice, the job will be filled as an apprentice.)
3. Prior to entering a Mechanic or E&I Journeyman classification, employees will be required to complete the appropriate Maintenance Training Program, as evidenced by successfully completing all classroom requirements and demonstrating the ability to perform the duties of a journeyman as set out in the Program, and complete all CK&S requirements. The requirement of completing the appropriate Maintenance Training Program will not apply in the event of a rollback for any employee who has previously held the classification and is otherwise competent.
4. Employees who are classified as or have previously been classified as a Mechanic or E&I Journeyman, not to include substitution or temporary jobs, and are otherwise competent will be exempted from the requirement in Item 3 of completing the Maintenance Training Program in their line of progression before they can be awarded the journeyman job. Employees classified as Heavy Equipment Operator (not to include substitution or temporary jobs) that have passed the Mechanic CK&S requirements as of the date of this agreement will be exempted from completing the Mechanic Training Program before being awarded a Mechanic job.
5. Currently, the Mechanic Training Program is a two (2) year program and the E&I Journeyman Training Program is a three (3) year program. The content and duration of these programs may be modified by the Company as needed. The Company agrees to discuss with the Union any changes in the duration of the training prior to implementation. Mutual agreement of the parties must be obtained for changes which result in an increase in the duration of either program of 6 months or more from the original program length stated herein.

6. Apprentices may receive written or verbal job assignments (i.e. work orders) from supervision, journeymen, or other designated employees. The work assigned will be based on their skills and formal training.
7. Apprentices may work on straight time without journeyman direction or supervision while demonstrating and/or developing skills. Once an apprentice has demonstrated competence in a skill or set of skills, the apprentice may be assigned such straight time work as if the apprentice is a journeyman. With regard to overtime assignments, apprentices may be assigned to assist a journeyman on callouts or prearranged work, except for outages, where they may be assigned any work for which they are competent. Journeymen will be expected to handle callout overtime.
8. Apprentices will be progressed to the applicable journeyman classification at the location designated on their job posting when they have successfully completed the structured Maintenance Training Program and have passed the CK&S requirements for the journeyman position. Mechanic or E&I Journeyman vacancies may be posted for both Miller Steam Plant and Gorgas Steam Plant on the same posting. The posting will designate in the comments section to which plant the job will be assigned if it is filled at the journeyman level on the initial posting.
9. Apprentices that do not demonstrate satisfactory progress toward successful completion of the Maintenance Training Program after remedial help is given will be displaced from the classification as outlined in Article V, paragraph (i) or (k) of the contract. Any Apprentice who is unable to pass the CK&S requirements for the journeyman classification within ninety (90) days after successful completion of the Maintenance Training Program will be rolled as outlined in Article V, paragraph (k).
10. Once an employee is awarded and accepts an apprentice job, the employee will be restricted from bidding to lower classifications during the time the employee is in the apprentice classification, unless the employee obtains Management approval to do so.
11. Apprentices that demonstrate satisfactory progress toward successful completion of the Maintenance Training Program will have their pay adjusted by the pay schedule below:

Apprentice Mechanic				24 Months &
Start	6 Months	12 Months	18 Months	CK&S Qualified
	19.36	20.36	21.36	22.36
				23.84

Upon completing the applicable training program and passing the CK&S qualification, the employee will be placed in the Mechanic – Power Supply classification. After 6 months of satisfactory progress as a Mechanic – Power Supply, the employee will be placed at the top of the classification, at a rate of \$24.02.

Apprentice E&I						36 Months &
Start	6 Months	12 Months	18 Months	24 Months	30 Months	CK&S Qualified

19.87 20.47 21.07 21.67 22.27 22.87 24.26

Upon completing the applicable training program and passing the CK&S qualification, the employee will be placed in the E&I Journeyman classification. After 6 months of satisfactory progress as an E&I Journeyman, the employee will be placed at the top of the classification, at a rate of \$24.43.

12. Both the Company and the Union will hold the neutral arbitrator's award on case 30-300-00496-02 (01-1-PA) in abeyance for a period of two (2) years from the date of the signing of this agreement. Neither party will use the tentative award as a guide or precedent in any matter during this period. If the Company has not notified the Union of its intent to terminate this agreement as set forth in item 14 below at the conclusion of the two (2) years, the award will become void and neither party will use the award in any future proceedings. The Union agrees to withdraw the intent to arbitrate the following grievances:
 - (a) ECG-01-028
 - (b) ECG-03-001
 - (c) ECG-03-021
 - (d) ECG-03-022
 - (e) ECG-03-023
13. Unless specifically referenced above, the terms and conditions of the basic Power Generation Agreement shall apply.
14. This agreement will remain in effect for a minimum of twelve (12) months. This agreement may be cancelled by either party by giving a sixty (60) day notice in writing to the other party. Upon cancellation of this agreement, the pay scale in Item 10 will revert to negotiated escalation of the August 15, 2003 rates in the Power Generation Agreement. Such cancellation will not apply to any Maintenance Training Program in progress until it is completed.

This agreement shall not be used to set a precedent for the same or similar situations in the future and will not prejudice either party's position regarding the issues contained herein. This agreement is entered into this 17th day of January, 2004.

MEMORANDUM OF AGREEMENT
BIRMINGHAM STEAM HEAT
BOILER OPERATOR-MECHANIC
December 15, 2003

The following agreement between Alabama Power Company, IBEW System Council U-19 and its nine Local Unions is entered into by the parties as a result of discussions between Company and Union representatives with provisions as set forth below:

NOW, THEREFORE, it is hereby agreed between the Company and the Union that the following will apply at Birmingham Steam Heat:

1. The following classification and rate schedule will be established in Exhibit A, Item 4 of the Power Generation Memorandum of Agreement:

Boiler Operator – Mechanic	24.260	24.313	24.364	24.429
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2. To demonstrate competency for the new classification, employees not already qualified for the two independent classifications must pass existing CK&S testing requirements for the Boiler Operator classification and/or the Mechanic classification as needed.
3. Within 30 days of signing this agreement the Company will post one (1) Boiler Operator-Mechanic vacancy, to replace the Mechanic job now vacant, as per Article V, paragraph (e) of the current Power Generation Memorandum of Agreement.
4. There will be a one job net addition at Birmingham Steam Heat within twelve (12) months unless conditions change making it unnecessary to operate the South Side Steam Plant for peak load. If operation of the South Side Steam Plant for peak load is unnecessary, all future vacancies at Birmingham Steam Heat, except that of **Plant Auxiliary**, will be posted as either Boiler Operator, Mechanic, or E&I Journeyman. Should Management determine future operation of the South Side Steam Plant is unnecessary, Management will advise the Union in a timely manner.
5. Existing Mechanics and Boiler Operators at Birmingham Steam Heat will not be rolled as a result of filling a Boiler Operator-Mechanic job. Existing Mechanics and Boiler Operators will not be required to qualify as a Boiler Operator-Mechanic.
6. Effective with this agreement, Mechanics and Boiler Operator - Mechanics will be considered in one work group for the purposes of schedule selection, job assignments on straight time and overtime, overtime distribution, and vacation scheduling.

This agreement is based on present needs and circumstances and will not preclude management's right to exercise full control of the work force, including the determination of the number and classification of employees employed at each location and their work assignments. This agreement shall not be used to set a precedent for the same or similar situations in the future.

**MEMORANDUM OF AGREEMENT
COGENERATION PROJECT STAFFING
AUGUST 1, 2000**

The following agreement between Alabama Power Company, IBEW System Council U-19 and its nine Local Unions is entered into by the parties as a result of discussions between Company and Union representatives with provisions as set forth below:

NOW, THEREFORE, it is hereby agreed between the Company and the Union as follows:

1. Cogeneration projects staffed by Alabama Power Company will have an all Journeyman multi-skilled work force.
2. Employees must be dual qualified as a minimum and must include PCO qualification (PCO-E&I, PCO-M) to be awarded this job.
3. Employees dually qualified (PCO-E&I, PCO-M) will have one year from report date to qualify as a Cogeneration Journeyman or be rolled as outlined in Article V, paragraph (i). (Ref. paragraph 8. d. below)
4. All dual craft and multicraft employees at the facility will comprise one functional work group and be considered one classification for purposes of shift selection and vacation scheduling.
5. Vacation and shift schedule selections will be completed after all jobs are filled.
6. During the first six weeks after reporting to a job at the Cogen facility, employees may request to return to their previous job and location under the provisions of Article V, paragraph (i) of the existing Memorandum of Agreement. After this six weeks period employees will be restricted from bidding on vacancies outside the Cogen for a period of 18 months, except to a higher classification.
7. After the six-week waiting period, the employee will be awarded a one-month's salary of a Cogen Journeyman as a relocation bonus (Footnote 1). The Company will pay reasonable moving expenses associated with moving household furnishings by a Commercial Moving Company approved by the Company, provided it is sixty (60) miles farther from their existing home to their new work location than it is from their existing home to their old work location. Example: Now an employee lives 30 miles from their work location. If it is 90 miles or farther from their existing home to new work location, they would receive the moving expense (Footnote 1).
8. It is the Company's intent that employee qualification will be determined by existing or new CK&S test instruments as follows: (Footnote 2)
 - a. Cogeneration Journeyman Test will test for each discipline. This test will not qualify employees for any other job.
 - b. Plant individual classification CK&S tests (Mechanic, E&I, PCO).
 - c. Dual craft employees will be allowed to test three times in the one-year transition period.

- d. Hydro Journeymen who are qualified under Fossil PCO guidelines are considered qualified for Cogen Journeyman.
9. Company will provide a System Description for the use of employees who wish to pursue qualification.
10. The Cogen Journeyman classification will not be used at existing Company facilities (i.e. inside the fence).
11. With regard to Strikes or Lockouts, the Union and Company agree to abide by Article XI of the Power Generation Memorandum of Agreement. Additionally, the Union will not strike at a cogeneration project prior to providing the Company 30 days notice that a strike vote has occurred. However, such a strike vote will not occur until the basic Power Generation Memorandum of Agreement has terminated.
12. The Union agrees never to picket a customer's facility.
13. Employees awarded jobs at cogeneration facilities should recognize their unique position of representing Alabama Power Company and every effort should be made to maintain excellent customer relations.
14. This Memorandum of Agreement is applicable to Cogeneration Projects at Washington County and Theodore. However, by mutual agreement of both parties, this Memorandum of Agreement may be extended to include additional cogeneration projects.
15. Unless specifically referenced above, the terms and conditions of the basic Power Generation Memorandum of Agreement will apply.

This agreement is based on present needs and circumstances and is applicable to Cogeneration facilities. This agreement will not preclude management's right to exercise full control of the work force, including the determination of the number and classification of employees employed at these locations and their work assignments. This agreement will not be used to set a precedent for the same or similar situations in the future and will not prejudice either party's position regarding the issues contained herein.

FOOTNOTES

- (1) Employees that are currently Cogen Journeymen on August 1, 2000, are exempted from 6 & 7 as long as they are in their present job. Employees are not subject to receive the one-month's bonus more than once.
- (2) Employees that have qualified for Cogen Journeyman by August 1, 2000, under the Cogen MOA dated June 10, 1998, will be held to the qualification requirements of the MOA dated June 10, 1998.

**MEMORANDUM OF UNDERSTANDING
POWER GENERATION
COMPETITIVENESS AND JOB SECURITY
NOVEMBER 12, 1996**

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

2. In an effort to implement new practices that will ensure a competitive workforce the Company and the Union agree, where practical, to encourage that overtime be distributed by work teams; for a trial period up to one year. Both parties agree that in many areas where Team Overtime is in effect there have been fewer grievances and higher productivity. If major inequities occur in the distribution of overtime, during this trial period, Management and Union will make the necessary changes to address concerns.

8. Employees working and being paid in a higher classification (upgrade, substitution, and temporary jobs) may be utilized on a voluntary basis to perform lower classification work on overtime and be paid the lower rate when such is cost effective.

9. Management and the Union mutually agree that certain activities/efforts are meaningful and worthwhile in the pursuit of decreasing our product's cost. To that end both bargaining unit and non-bargaining unit employees will be encouraged and supported in their participation in these activities. Potential areas include but are not limited to:

- a. Investigation of a business unit concept for Welder, Machinists, Motor/Breaker Repair and Electronic card repair, as well as all other functions which make business sense.
- b. Market testing plant processes.
- d. Communicate results of discussions surrounding MOU.

11. Consideration of the utilization of Roving Crews will be based on good business practices and economics, as determined by the Management. Management and Union agree to meet to discuss methods to reduce average man-hour cost. These discussions will specifically address per diem in lieu of actual additional expenses and any other way to reduce costs.

Because the reduction in cost will directly affect bargaining unit employees who participate in roving crews, methods to reduce cost recommendations will be formulated by Union Representatives. Management will act only in an advisory capacity.

12. The Union agrees to cooperate in the Company's welfare and use their influence to promote the interest of the Company's competitive position in an ever-changing industry environment. The

Company and Union agree to seek opportunities to improve efficiencies and fully utilize our workforce.

**SOUTHERN NUCLEAR OPERATING COMPANY, ALABAMA POWER COMPANY,
IBEW LOCAL 796 AND IBEW SYSTEM COUNCIL U-19**

**POWER GENERATION JOB BIDDING
MEMORANDUM OF UNDERSTANDING
November 30, 1995**

On August 21, 1986, Alabama Power Company and the nine local unions of the International Brotherhood of Electrical Workers System Council U-19 agreed to separate Farley Nuclear Plant from the Power Generation seniority unit. A ten year timeframe was established, during which time covered personnel at Plant Farley would maintain their seniority for bidding purposes only to the Power Generation seniority unit. This agreement expires January 1, 1996 and the parties are interested in establishing a method for power generation personnel to transfer between Alabama Power and Southern Nuclear. The parties agree to the following:

Effective January 1, 1996, Alabama Power vacancies or new jobs within Power Generation will be posted at Farley Nuclear Plant simultaneously with the posting of such jobs at Alabama Power. Plant Farley bidders will be considered after all bids from Alabama Power Company personnel are dispositioned, prior to the vacancy or new job being posted to any available source. Seniority for Plant Farley personnel will be based on the seniority provisions agreed upon between Southern Nuclear and IBEW Local 796 and System Council U-19.

Likewise, Southern Nuclear will post Plant Farley vacancies or new jobs within the Power Generation seniority unit of Alabama Power, simultaneously with the posting of such jobs at Southern Nuclear. Alabama Power bidders will be considered after all bids from Southern Nuclear personnel are dispositioned, prior to the vacancy or new job being posted to any available source. Seniority for Alabama Power personnel will be based on the seniority provisions agreed upon between Alabama Power and the nine locals of the IBEW System Council U-19.

This agreement is not intended to alter qualifications, requirements, or competency considerations. Classifications not subject to the posting process will not be subject to this agreement.

12 HOUR SCHEDULE
August 14, 1995
May 29, 2009 (Amended)

This agreement will be applicable to employees, work groups, and crews not presently covered by a 12 hour schedule.

Prior to implementing a 12 hour schedule the Company will notify the appropriate union official of its intent to place an employee, work group, or crew on a 12 hour schedule. Such Union Representative will determine the interests of such employee, work group, or crew in being rescheduled to a 12 hour schedule. Provided a majority of affected employees are in favor of cooperating with the Company, such schedule will be implemented with at least a seven (7) day written notice from the date the Union notifies the Company of its concurrence with the schedule.

While on such twelve (12) hour schedule, the following will be applicable:

SCHEDULE

The regular daily work period will be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the agreed upon schedule is in effect, "twelve (12)" will be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

The Parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word five is to be disregarded. The Parties agree to waive the requirements as set forth in the third sentence of Article VIII paragraph (w) for employees working relief schedules only. The agreed upon schedule will determine what the daily work periods will be.

No overtime or meals will be paid for work performed within an employee's regularly scheduled hours while on the twelve hour schedule.

VACATIONS

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

HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) will apply when the agreed upon schedule is in effect, except as set forth below.

Effective January 1, 2010, employees will receive holiday pay for the number of hours normally scheduled for the holiday. When a holiday falls on an employee's regularly scheduled off day, the employee will receive the regular scheduled hours holiday pay for the week in which the holiday is observed, or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d). Should a holiday fall on an employee's regular scheduled work day and the employee works on that day, the employee will receive pay at one and one-half times the applicable rate for all hours worked plus straight time pay for the holiday for the number of hours scheduled, unless the employee chooses to bank the holiday, in which case the hours worked will be at the normal rate of pay.

SICK LEAVE AND VACATION

Sick leave and vacation will be taken consistent with the Memorandum of Agreement except that sick leave and vacation will be considered by hours and charged accordingly.

DEATH AND FUNERAL LEAVE

Death and Funeral Leave will be taken consistent with the Memorandum of Agreement.

JURY DUTY

The provisions of Article VIII, paragraph (f), will apply relative to time off to perform jury duty.

RETURN TO REGULAR SCHEDULE

It will be at the discretion of the Company to determine when twelve (12) hour work schedules should end and same will be accomplished by giving at least thirty-six (36) hour notice.

**10 HOUR SCHEDULE
POWER GENERATION
August 14, 1995
May 29, 2009 (Amended)**

This agreement will be applicable to all employees, work groups, and crews covered by the Power Generation Agreement.

Prior to implementing a four day, ten hour work schedule, the Company will notify the appropriate Union Representative of its intent to place an employee, work group, or crew on a four day ten hour schedule. Such Union Representative will determine the interests of such employee, work group, or crew in being rescheduled to the four day, ten hour schedule. Provided a majority of affected employees are in favor of cooperating with the Company, such schedule will be implemented with at least a seven (7) day written notice from the date that the Union notifies the Company of its concurrence with the schedule.

While on such four day, ten hour schedule, the following will be applicable:

SCHEDULE

The regular daily work period will be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" will be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

The parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence will be considered as "four (4)" when such schedule is in effect.

No overtime will be paid for work performed within an employee's scheduled hours of work while working on a four day ten (10) hour schedule.

VACATION

Vacations will be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation will be considered by hours and charged accordingly (e. g. an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) will apply when the proposed schedule is in effect, except as set forth below.

Effective January 1, 2010, employees will receive holiday pay for the number of hours normally scheduled for the holiday. When a holiday falls on an employee's regularly scheduled off day, the employee will receive the regular scheduled hours holiday pay for the week in which the holiday is observed, or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d). Should a holiday fall on an employee's regular scheduled work day and the employee works on that day, the employee will receive pay at one and one-half times the applicable rate for all hours worked plus straight time pay for

the holiday for the number of hours scheduled, unless the employee chooses to bank the holiday, in which case the hours worked will be at the normal rate of pay.

SICK LEAVE

Sick leave will be taken consistent with Article VIII (b) of the Memorandum of Agreement except that sick leave will be considered in hours and charged accordingly (e. g. An employee eligible for sick leave and absent due to an illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave).

JURY DUTY

The provisions of Article VIII, paragraph (f) will apply relative to time off to perform jury duty.

DEATH LEAVE/FUNERAL LEAVE

Death and Funeral leave will be granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

RETURN TO REGULAR SCHEDULE

It will be at the discretion of the Company to determine when such four day ten (10) hour work schedule should end and same will be accomplished by giving a thirty-six hour notice.

POWER SYSTEMS DEVELOPMENT FACILITY OPERATION

May 9, 1995

May 29, 2009 (Amended)

1. Jobs at the PSDF will be considered as a separate reporting headquarters within the Fossil/Hydro/Steam Heat bid unit. For employees hired after September 14, 2004, PSDF and Gaston Steam Plant will be one bid group.
2. Jobs will be posted and filled based on procedures outlined in the existing agreement except as provided in item 6. The proposed classifications and staffing schedule is outlined in attachment #1.
3. During the first six weeks after reporting to a job at the PSDF, employees may request to return to their previous job and location under the provisions of Article V, paragraph (i) of the existing Memorandum of Agreement. After this six weeks period employees will be restricted from bidding on vacancies outside the PSDF for a period of 18 months, except to a higher classification.
4. Although item 2 will apply to the filling of these jobs, the employee must demonstrate a continuing ability to perform all job responsibilities and learn the new or additional concepts and knowledge necessary to operate and maintain the PSDF. Employees removed from PSDF as a result of unsatisfactory performance will return under the provisions of Article V, paragraph (i) or paragraph (k) of the existing Memorandum of Agreement.
5. Alternative work schedules based on 4 - 10 hour days or a rotating 12 hour schedule may be utilized subject to approval by SCS and a majority of the affected personnel. In the event such schedules are utilized, no overtime will be paid for working more than 8 hours in a 24 hour period. Language in existing Fossil MOUs on 10 hour and 12 hour schedules would apply.
6. In order to maintain the proper level of experienced employees at each generation site, the Senior Vice President of Power Generation at Alabama Power Company may disregard applications for Plant Control Operator from qualified applicants at any reporting headquarters where the loss might jeopardize unit operations at that location.
7. Personnel who fill jobs or work at the PSDF under the provisions of this agreement will remain employees of APCo for purposes of wages, hours, and other terms and conditions of employment and APCo will act as a labor broker to SCS. SCS will provide direction, control, and supervision of these personnel while working at the PSDF. Before being awarded a job at the PSDF, each employee must acknowledge and give consent of this working relationship in writing (combined with item 10).
8. Personnel accepting jobs at the PSDF might recognize that this is a unique research facility and when not performing the normal duties of their job, they will perform any other assigned duties within the scope of their training or ability.
9. Employees who are headquartered at Gaston Steam Plant or the PSDF who are on temporary assignment at either location, will not be paid for a midshift meal.

10. All personnel working at the PSDF must individually execute a nondisclosure agreement concerning confidential and/or proprietary information as specified by APCo and SCS.
11. All items not addressed above will be handled in accordance with the existing Memorandum of Agreement including any negotiated changes/additions not conflicting with other provisions of this agreement.
12. At the conclusion of the contract to operate the PSDF between APCo and SCS, APCo Management and the Unions agree to meet and discuss the consequences of ending said agreement. Each party has an interest in facilitating and reducing the dislocation associated with the ending of the PSDF contract.

This agreement is based on present needs and circumstances and will not preclude Management's right to exercise full control of the work force, including the determination of the number of employees employed within each classification. This agreement will not be used to establish a precedent for similar situations in the future.

Attachment 1
[This table was updated to reflect **2009** staffing levels]

PSDF OPERATIONS AND MAINTENANCE
PROPOSED STAFFING SCHEDULE *

Personnel	Schedule						
	1996	2004	2009				
Classification	Jan	Sept	May				
Plant Control Operator	20	16	18				
Asst. Plant Cont. Opr.	8	8	11				
Equipment Operator	2	2	-				
Mechanic	8	6	6				
E & I Journeyman	3	8	8				
Welder	1	3	2				
	====	====	====	====	====	====	====
Totals	42	43	45				

* Actual starting dates and number of jobs may vary.

**Agreement Regarding Special Employer Relationship,
Intellectual Property,
and
Confidential Information**

I. Special Employer Relationship

I understand and acknowledge that while my wages, hours, and other terms and conditions of employment are set by contract with Alabama Power Company, and my Union, that APCo serves only as a labor broker to Southern Company Services for work at the Power Systems Development Facility (PSDF), and that my work will be subject to the direction, control, and the supervision of both SCS and APCo while working at the PSDF. I fully understand this and hereby give my express consent to this working relationship while I am working at the PSDF.

II. Intellectual Property & Confidential Information

In consideration of my employment, and/or the continuation of my current employment at will, by Alabama Power Company (the "Company") or any of the Company's direct or indirect subsidiaries or affiliates, whether presently or hereafter existing (collectively, the "Affiliates") and in connection with the Company's Intellectual Property Policy, I hereby agree as follows:

1. When used in this Agreement:

- a. The term "Intellectual Property" means each invention, discovery, innovation, work product, design, process, article of manufacture, composition, computer program, or any new or useful improvements of any of the foregoing, and any trade secret, mask work, trademark or service mark, that relates in any way to the business of the Company or any Affiliate or the work I perform for the Company or any Affiliate and that is made by using the Company's or any Affiliate's time, personnel, facilities, or materials.
- b. The term "Trade Secret" means any information (i) which may have economic value from not being generally known to and not being readily ascertainable through proper means by, other persons who are able to obtain economic value from its disclosure or use; and (ii) for which reasonable efforts under the circumstances have been made to maintain its secrecy; and in all events, "Trade Secret" will include, without limitation, technical and non-technical data, formulas, patterns, compilations, computer programs, plans, lists of actual or potential customers and/or suppliers, confidential business, pricing and marketing plans, and other customer and referral source information in any form.
- c. The term "Confidential Information" means proprietary and confidential information which is not otherwise a Trade Secret and which is valuable to and related to the business of the Company, any Affiliate, or any third party with whom the Company or any Affiliate has a business relationship (a "Third Party") and which is generally unknown to the public or to competitors of the Company or any Affiliate; or other items as the Company or any Affiliate may from time to time mark or otherwise identify as "confidential."

2. a. I will disclose promptly and fully to the Company any Intellectual Property which I conceive of, develop, modify, work on, create, or reduce to practice. I agree that all Intellectual Property will be deemed to the greatest extent possible to be "works made for hire" as defined in the Copyright Act, as amended from time to time (17 USC Section 101 et. seq.) (the "Copyright Act"), and that the Company will have the exclusive, worldwide ownership of such Intellectual Property, and that no Intellectual Property will be treated as or be deemed a "joint work" (as defined in the Copyright Act) of mine and the Company or otherwise.
 - b. I agree to and do hereby assign to the Company, without further compensation, all right, title and interest in and to all such Intellectual Property and all patent, copyright, mask work, trademark, service mark, trade secret, or other rights therein related to such Intellectual Property. During and after my employment, I will execute all necessary documents and will provide proper assistance (at the Company's expense) to enable the Company or an Affiliate to obtain, for itself or its assigns or nominees, registration of patents, copyrights, mask works, trademarks, service marks, or other legal protection for any such Intellectual Property.
 - c. I agree not to use, publish, or disclose (except as my duties as an employee of the Company or an Affiliate may require) any information related to such Intellectual Property during my employment. I further agree (except as my employment duties with the Company or an Affiliate may require) not to use, publish, transfer or disclose (i) any Confidential information or other proprietary information of the Company or any Affiliate during the term of my employment with the Company and/or any Affiliate and for a period of three (3) years immediately following the last to occur of the termination of my employment with the Company or any Affiliate; or (ii) any Trade Secret of the Company, or any Affiliate, or any Third Party, for such time as such information constitutes a Trade Secret under applicable law.
3. a. I acknowledge and agree that in the course of my employment by the Company or an Affiliate, I have been and will be given access to valuable information of the Company, its Affiliates, and/or Third Parties which information is a Trade Secret or is Confidential Information. I agree that I will use such Trade Secrets and/or Confidential Information for the Company's and/or an Affiliate's business purposes only, and that I will not (other than as instructed by a duly authorized representative of the Company or an Affiliate) copy, disclose, disseminate, communicate, transfer, or otherwise convey any item which (i) is a Trade Secret while it remains a Trade Secret under applicable law or (ii) is Confidential Information for three (3) years immediately following the last to occur of the termination of my employment by the Company or any Affiliate.

- b. Upon request at any time during my employment by the Company or by an Affiliate and on or before the last day of such employment, I will deliver to or leave with the Company or such Affiliate all copies of all materials and information of the Company and any Affiliate, all Trade Secrets and all Confidential Information which may be in my possession or under my control, including all instruments, tools, devices, materials, confidential or proprietary business documents, plans, records, drawings, computer programs, or other information relating to the business of the Company, any Affiliate, or any Third Party. I hereby acknowledge and agree that to the extent that I have executed a confidentiality or similar agreement with any Third Party or the extent that I have agreed to comply with the terms of a confidentiality or similar agreement with any Third Party, I will continue to be bound by the terms of any such agreement even after the termination of my employment with the Company or any date.
4. a. I agree that this Agreement (i) will be governed by the laws of the state of Alabama; (ii) will be binding upon and enure to the benefit of my heirs, executors, and administrators and the Company's successors and assigns (and to the extent that I am employed by any Affiliate, by the successors and assigns by such Affiliate), (iii) will continue after the termination of my employment with the Company and any Affiliate; and (iv) may not be amended, or terminated, except in a written instrument signed on behalf of the Company (or an Affiliate, if such is appropriate) and by me. I acknowledge that while I cannot assign this Agreement or delegate my duties or obligations under this Agreement, the Company and its Affiliates may assign all or any part of this Agreement to another person or entity.
- b. I also agree that (i) this Agreement supersedes and replaces any prior agreement, either oral or written, which I may have with the Company or any Affiliate that relates generally to the same subject matter; (ii) nothing in this Agreement modifies my status as an employee at will of the Company or an Affiliate; and (iii) all rights and restrictions contained in this Agreement may be waived or may be exercised by the Company, any Affiliate, or the successors or assigns of either, as appropriate, separately and distinctly and to the full extent of applicable law, if any provision of this Agreement will be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, I agree that the remaining provisions will remain in full force and effect.

MEMORANDUM OF AGREEMENT
EDUCATIONAL ASSISTANCE PROGRAM
August 2, 1994

1. The purpose of this program is to assist children of employees fatally injured at work in continuing their education by providing financial support for tuition and other educational expenses.
2. The Company defines "fatally injured" as it is defined by Alabama Worker's Compensation Law. That means that the employee's death must occur within three years of an injury caused by an accident that occurs in the course of employment.
3. Participation and/or application under this program obligates the student to follow the various provisions and/or amended provisions as they may apply.
4. The Program will be administered by Alabama Power Company's Human Resources Department through local Human Resources Representatives.
5. Alabama Power Company may change or terminate the total program or any provision thereof. Human Resources will resolve any controversy involving this program or its application within its sole discretion. Such decisions will not be subject to appeal or challenge.

This Memorandum of Agreement is entered into and becomes effective on this, the 2nd day of August, 1994.

POWER GENERATION ISSUES

June 3, 1994

Item 1. Switching - Establish a joint committee with equal representation (IBEW/APCO) at each plant to develop a procedure that will assign responsibility within their respective Plant's switchyards.

This agreement is based on present needs and circumstances and will not preclude Management's right to exercise full control of the work force, including the determination of the number of employees employed within each classification. This agreement will not be used to establish a precedent for similar situations in the future. The intent of this agreement is not to expand or diminish the duties of the Assistant Plant Control Operators.

HYDRO GENERATION REORGANIZATION

November 6, 1992

5. Employees classified as Plant Operator, Electrician or Mechanic in Hydro Generation on January 1, 1993 and not competent for one of the three new job classifications as described in four (4) above, will be reclassified to one of the three new job classifications as soon as they qualify on the appropriate CKS test instrument. No such employee will be required to qualify for one of these new classifications during the term of the current labor agreement. If such employee qualifies for one of these new classifications during 1993, the employee will be placed at the top rate. Otherwise, reclassification will be in accordance with the basic Memorandum of Agreement.
6. Beginning January 1, 1993, journeymen jobs within Hydro Generation will be posted as either Operator Electrician or Operator Mechanic. Employees awarded these new jobs will have eighteen months in order to qualify for the Hydro Journeyman classification. Employees not qualifying for the Hydro Journeyman classification within this eighteen month period will be rolled out of the classification under the terms of Article V, paragraph (i) of the basic Memorandum of Agreement.
7. Beginning April 1, 1995, journeymen jobs within Hydro Generation may be posted as Hydro Journeyman.
8. The Company will agree to make good faith efforts to assist employees in qualifying for these new positions by increasing training opportunities for employees within Hydro Generation specifically and more generally within Fossil Hydro.

Memorandum of Understanding

**Commercial Drivers License
Medical Examinations
April 21, 2008**

The following agreement between Alabama Power Company and representatives of the nine (9) Local Unions of the International Brotherhood of Electrical Workers is entered into by the parties as a result of discussions between the Union and the Company. The provisions of the agreement will be as follows:

1. The purpose of this agreement is to provide for an additional medical examination for those employees who hold a Commercial Drivers License (CDL), within the limits set out below.
2. Under Exhibit B, in paragraph 6 of the 2004 Memorandum of Agreement of the current Distribution and Support (D&S) Memorandum of Agreement, the parties have agreed that "The Company will continue to reimburse employees required to hold a Commercial Drivers License, the cost of renewing such license above the cost of a private drivers license and the Company will pay for the first medical examination required for license renewal." and under Exhibit B, in paragraph 6 of the 2004 Memorandum of Agreement of the current Power Delivery Transmission (PDT) Memorandum of Agreement, the parties have agreed to the same language except in the beginning sentence which reads "During the term of this agreement, ...". It is not proposed to change this existing contract language, but to supplement it through this MOU.
3. In most locations, the Company has contracted with a medical provider to perform the first medical examination required in Note 2. above. Based on present needs and conditions, the Company may provide an additional medical examination. The timing of this examination will be managed by the Company and will be performed by a medical provider contracted by the Company and will be on Company time and at Company expense.
4. Employees who do not receive the first medical examination, nor desire to have the additional medical examination, by the Company's contracted provider, as referenced in Note 3. above, must have their CDL medical examinations, first and additional, on their own time and at their own expense. If problems arise from these examinations, administrative or otherwise, the employees must correct them on their own time and at their own expense. The Company requires a current medical card for CDL purposes and employees, whose jobs require a CDL, may be restricted from work until they possess a current medical card.
5. Depending on the availability of the contracted medical provider, the Company may allow medical examinations to be performed by other available medical providers, including employees' personal medical providers, on Company time and at Company expense. This will be at the sole discretion of management.

- 6. The Company can agree to reimburse Lavon Pittman \$50.00 for his CDL medical examination in 2007. This will settle grievance number SEA-07-004.**

Unless specifically addressed in this MOU, the terms and conditions of the current D&S and PDT Memoranda of Agreement will apply. This MOU will not be used to establish a precedent for similar situations in the future.

This Memorandum of Understanding may be terminated by the Company based on the availability of contracted medical providers and will be subject to negotiated changes, if any, in the August 15, 2009, contract negotiations.

MEMORANDUM of AGREEMENT
Union Dock Reimbursement
January 1, 2009

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are set forth herein:

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

Article VIII (g) of the Distribution and Support and Generation Agreements and Article VII (g) of the Transmission Agreement provide for time off for employees to handle Union business. Historically, employees have been docked for these absences. Alabama Power Company can agree to pay covered employees who take time off during regular working hours for straight time spent transacting Union business. The local unions, in turn, agree to reimburse the Company for payment of such time, as well as, payroll adders, taxes and benefits as billed by Alabama Power Company on a quarterly basis. This will replace the current practice of docking covered employees for time associated with Union business.

This Agreement does not change any other practice or contract language between the parties regarding Union business or other issues.

EXHIBIT D
ALABAMA POWER COMPANY
POWER GENERATION

MEMORANDUM OF AGREEMENT
PROCEDURES RELATING TO
PROVIDING OR PAYING FOR MEALS

STATEMENT OF POLICY

The Company will defray the reasonable extra costs incurred by or for employees for meals resulting from their being required to work overtime outside their scheduled or rescheduled hours and days; or as an alternative, at its option the Company will provide such meals at Company expense.

Employees who are eligible for meals will be provided such meals or at the employee's option, be paid a **\$11.00** meal allowance. Effective August 15, **2009**, the meal allowance will be increased to **\$11.50**. Effective August 15, **2011**, the meal allowance will be increased to **\$12.00**.

GENERAL PRACTICES UNDER THE POLICY

1. In practice, when a supervisor (or an employee designated to act in lieu of a supervisor) is present, the Company will "provide" the meals, that is, pay for them directly to the restaurant, cafe, or boarding house. If there is no supervisor present (or anyone in lieu thereof) the Company will reimburse the employees for reasonable costs of meals similarly obtained as evidenced by proper vouchers or receipts for same to be surrendered upon reimbursement. The meals provided or paid for are to be such as the employees would ordinarily purchase if on their own expense. The "reasonable" cost of meals will usually vary, depending on the particular meal, location and what sources are available. It is agreed to between the parties that meals will be paid for or provided by the Company in all conditions outlined herein if reasonably obtainable. Meals are "reasonably obtainable" if they occur during the usual hours of business of restaurants, cafes or boarding houses located within thirty (30) minutes travel, by available transportation of the job or if they can be obtained and delivered to the job. Employees will not be paid for meals missed because they were not "reasonably obtainable" at the time or for meals they elected to obtain at their homes or at their regular eating places or because they elected not to eat meals obtainable at the time; however, this will not prevent reimbursement to employees for meals brought to the job from their homes or their regular eating places by prearrangement with their supervisor.

2. In general the Company will not pay for time spent eating meals unless employees are required to remain at work or stand by at some definite location.

3. In cases where the Company is to provide meals the obligation is on the supervisor in charge to see that they are provided, if available, and that they are adequate as to quality, quantity and timing. Timing is understood to mean that meals will be made available at, or as nearly as practical at the normal regular mealtimes and approximately each six (6) hours thereafter until released from duty. In the case of long continued emergency work every reasonable effort is to be made to get meals or refreshments as necessary to maintain strength and morale.

4. In cases where employees are to be reimbursed for meals the obligation rests on them to request reimbursement through the proper channels and to present satisfactory vouchers or receipts for payments made for such meals to the responsible supervisors. Employees are not to purchase meals for reimbursement except pursuant to instructions and authorization under this general policy.

5. The intent and provisions of these practices will be interpreted and applied in accordance with the following general and specific procedures.

GENERAL PROCEDURES

A. WITH RESPECT TO ALL EMPLOYEES COVERED

1. When employees work only their scheduled hours and days in the usual manner at or from their usual headquarters or reporting places (i.e., places to which they report, from which they start work, and to which they return) they will provide their own meals immediately before, immediately after and between scheduled working periods in the same day at their own expense, except that during any day when an employee starts from and returns to such headquarters as usual but works his scheduled hours at a location not normally serviced from such headquarters the Company will provide or reimburse the employee for the noon meal except as follows:
 - a. Employees who are headquartered at Gaston Steam Plant or the PSDF who are on temporary assignment at either location will not be paid for a mid-shift meal.
 - b. Employees assigned to Miller Steam Plant who are on a temporary assignment at Gorgas Steam Plant, or vice versa, will not be paid the mid-shift meal.
 - c. Employees assigned to Barry Steam Plant who are on a temporary assignment at Chickasaw Steam Plant, or vice versa, will not be paid the mid-shift meal.
2. When employees are required to spend one or more nights away from their regular headquarters or reporting place while working either or both scheduled or unscheduled hours and days, the Company will provide or pay for all usual meals occurring between departure from and return to headquarters which they are unable to eat at their homes or at their regular eating places.
3. When employees are required to work outside their regularly scheduled or rescheduled hours and days of work either at or away from their usual headquarters or reporting places as described below, the Company will provide or pay for all usual meals which are eaten during such periods.

4. If between periods of work in the same day outside their regularly scheduled or rescheduled hours and days employees prefer to eat any usual meals which occur during that day at their homes or at their regular eating places, and if they can be and are released for the time necessary to do so, the Company will not pay for such meals in as much as this would be at the option of the employees.

SPECIFIC PROCEDURES

B. WITH RESPECT TO EMPLOYEES ON NON-SHIFT WORK

Text Deleted.

SPECIFIC PROCEDURES

C. WITH RESPECT TO EMPLOYEES ON SHIFT WORK

1. Early Start:

Breakfast: In case employees on shift work are required to start work one hour or more before their regular starting time, and are notified to this effect before the end of their last scheduled work period, the Company will provide or pay for their breakfasts and if such employees normally bring their lunches, the Company will provide or pay for their lunches if not brought from home.

Dinner and Supper: In case employees are required to start work one hour or more before their regular starting time, and are notified to this effect prior to the end of their last previous scheduled work period and as a result were unable to eat their usual meals at their homes or at their regular eating places, the Company will provide or pay for the meal or meals obtained elsewhere. In cases where the Company pays for or provides a meal under the provisions of this paragraph and such employees usually bring their lunches, the Company will also provide or pay for a meal or meals which occur during the shift.

2. **Working Beyond Shift Quitting Time:** In case such employees are required to continue work more than two hours beyond their regular shift quitting time and as a result are unable to be at their regular eating places at mealtimes, the Company will provide or pay for the meals obtained elsewhere.
3. **Doubling-Over:** When employees are required to double-over and work continuously through the next succeeding shift, the Company will provide or pay for meals which occur during the extra shifts.
4. **Call-Outs:** If such employees are called out and as a result are unable to eat any usual meals which occur during such periods at their homes or at their regular eating places, the Company will provide or pay for such meals obtained elsewhere, and the time required for eating meals occurring during the period of such call-out will be counted as time worked unless circumstances are such that the usual meal periods can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion. If employees are called out any time prior to their normal starting time and as a result were unable to eat

their usual meals at their homes or at their regular eating places or were unable to make their usual arrangements for meals to be eaten during the shift, the Company will provide or pay for the meal or meals obtained elsewhere.

- 5. Off-Days:** For prearranged work assignments on an employee's off day, midshift meals will not be provided or paid. If an employee doubles on an off day, the Company will continue its practice of providing or paying for meals for the second shift. Otherwise, when employees are required to work on their off-days and have not been prearranged, the Company will provide or pay for all usual meals which occur during such periods when the employees are working at their overtime rates. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.
- 6. Premium Pay Shift:** Employees who are working regularly scheduled shifts which are part of their normal forty (40) hour work week but who are working at an overtime rate for hours worked in excess of eight (8) in a twenty-four (24) hour work period will provide their own mid-shift meals.
- 7. Call-Out on Holiday:** If such employees are called out to work on a holiday which occurs on the employee's regular scheduled work day, the Company will provide or pay for all usual meals which occur during such periods. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.

EXHIBIT E
ALABAMA POWER COMPANY
POWER GENERATION
DEPARTMENT

MEMORANDUM OF AGREEMENT
PAYMENT FOR TRAVEL EXPENSE
FOR EMPLOYEES REQUIRED TO
WORK OVERTIME

Subject to the limitations and provisions set forth in paragraph 2 below in respect to work on a call-out basis, the Company proposes the following to apply when employees are required to work on a prearranged basis on their off-day or on a work day when the overtime worked does not run into or is not a continuation of work beyond their regular schedule:

1. The Company will reimburse employees who live five miles or more from their headquarters measured by the shortest traveled route for travel expense as follows:
 - a. If travel is by public conveyance, the Company will reimburse the employee the actual expense incurred.
 - b. If travel is by personal automobile, the Company will pay for use of car at the current rate per mile. This payment will be made to only one employee in the event several employees ride in the same car.
 - c. Text Deleted.
 - d. In each case, involving travel expense to be paid by the Company, the employees will be expected where practicable to reach an understanding with their respective supervisors as to the mode of travel and the expense involved, and the supervisors, at their option, may provide Company or other transportation rather than have the employees incur expense for which they would otherwise be reimbursed.
2. The Company will not pay travel expense when overtime work is on a call-out basis that does not extend into the next regular work period. However, the Company will reimburse employees for the travel expense in excess of their normal travel expense where they are required to work overtime on a call-out basis which extends into the next regular work period; provided they do not receive pay for inconvenience time in excess of the two-hour minimum for the call-out.

In no case will the Company utilize the call-out as a means of eliminating travel expense for which the employee would otherwise be reimbursed.

Exhibit F
Text Deleted.

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