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**Title: Florida Power & Light Company and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, System Council U-4 comprising Locals 359, 622, 627 et al. (2001)**

**K#: 6014**

**Employer Name: Florida Power & Light Company**

**Location: FL Miami, Lake City, Fort Pierce, Punta Gorda, Fort Lauderdale, Sarasota, Bradenton, Sanford, Daytona Beach, West Palm Beach, Palatka, St. Augustine, Cocoa**

**Union: International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

**Locals: 359, 622, 627, 641, 759, 820, 1042, 1066, 1191, 1263, 1908**

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# MEMORANDUM TO THE BOARD OF DIRECTORS FROM THE GENERAL MANAGER DATE: 1/23/01

001 - 2004 320

between  
International Brotherhood of  
Electrical Workers



and  
Power & Light Company



FPL

10/23/01  
10/23/01



**FPL**

**Safety**  
**2000**

One team  
one goal.

# **MASTER AGREEMENT**

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## MEMORANDUM OF AGREEMENT

AGREEMENT, made and entered into this 23<sup>rd</sup> day of February, 2001, between the Florida Power & Light Company, its successors or assigns, (hereinafter called the "Company") and The International Brotherhood of Electrical Workers AFL-CIO through its System Council U-4 comprising,

### LOCAL UNIONS

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

(hereinafter called the "Union"), as the exclusive bargaining representative for employees of the Company in the payroll classifications listed in Exhibit "A" attached hereto, now or hereinafter employed by the Company during the term of this Agreement which is set to expire on October 31<sup>st</sup>, 2004.

#### WITNESSETH:

That the parties hereto agree as follows:

### ARTICLE I GENERAL CONDITIONS

#### 1. RECOGNITION AND REPRESENTATION

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

meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

## **2. PROBATIONARY PERIOD**

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

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

## **3. STUDENT ENGINEERS EMPLOYEES WITH SPECIAL EXPERIENCE**

A reasonable number of Co-op Students, and a number of Student Engineers not in excess of 1% of the bargaining unit at any one time, may be assigned to work with a bargaining unit employee at different occupations within the bargaining unit as part of a training period. While so employed, such employees shall neither be affected by the terms of this Agreement nor shall their employment affect the status of other employees covered by this Agreement. Any individual Co-op Student will not be assigned to any job or classification covered by this Agreement for a period in excess of six (6) months at a time. A Student Engineer will not be assigned to any job or classification covered by this Agreement for a period in excess of three (3) months.

A Co-op Student is an employee who spends part of the year attending a college or university and the remainder of the year working for the Company under the provisions of a Co-op Training Program. A Student Engineer is a college graduate or other specially trained full-time employee who is assigned to various duties as outlined above in the course of an orientation-training program.

### **High School Students:**

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

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

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

### **4. MANAGEMENT IN COMPANY**

The right to hire, promote, suspend, lay off, demote, assign, reassign, discipline, discharge and re-employ employees and the management of the properties of the Company shall be vested exclusively in the Company, and the Company shall have the right to determine how many

employees it will employ or retain in the operation and maintenance of its business, together with the right to exercise full control and discipline over its employees in the interest of proper service and conduct of its business, subject to any applicable terms of this Agreement.

#### **4.1 COMPANY-FOREPERSON RELATIONSHIP**

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

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

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

#### **5. CONTINUITY OF WORK**

It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement, pertain to and are essential to the operations of a public utility, and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements

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

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

## **6. EMPLOYEE ILLNESS-DEATH IN FAMILY**

(a) An employee who is absent due to a bona fide illness will be paid in any given year, dating from anniversary date of employment to the extent required by the employee's illness, except illness due to employee's use of alcohol, as follows:

- (1) One (1) week after six (6) months' continuous service
- (2) Two (2) weeks after one (1) years' continuous service
- (3) Three (3) weeks after three (3) years' continuous service
- (4) Four (4) weeks after four (4) years' continuous service
- (5) Six (6) weeks after five (5) years' continuous service
- (6) Eight (8) weeks after ten (10) years' continuous service

Full or partial payment of wages covering absences outside the above limits may be granted in deserving cases upon the recommendation of the Department Head and the approval of a Vice President of the Company.

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

(b) See 10-hour supplemental.

(c) It shall be the mutual obligation of the Supervisors and Union Job Stewards to cooperate with each other in order to prevent abuse of sick leave. Upon specific abuse the Company may require the employee to furnish to the Company a certificate from a competent physician before payment will be made for such illness. If the employee claims pay for illness without just cause, or accepts employment elsewhere during such illness, the employee shall be subject to disciplinary action.

(d) In case of death of an employee's natural, foster or step-parents, Grandparents, Grandchildren, Brother, Sister, Wife, Husband, natural, foster or step child, mother-in-law, or father-in-law, the employee shall be allowed three (3) days' of leave within thirty (30) days of death unless mutually agreed to by the supervisor and the employee without loss of regular pay.

(e) In case of serious illness of an employee's natural, foster or step-parents, Grandparents, Grandchildren, Brother, Sister, Wife, Husband, natural, foster or step-child, the employee shall be allowed reasonable and necessary time up to three (3) days' leave without loss in the employee's regular pay. "Serious Illness in Family" should be construed to mean any occasion in which any employee's natural, foster or step-parents, Grandparents, Grandchildren, Brother, Sister, Wife, Husband, natural, foster or step-child is gravely ill or severely injured. The Company would also include time to determine the seriousness on any occasion where with prudent judgment an employee may be under the impression a member of the family is gravely ill or severely injured.

The Company also permits payment for one day when an employee's wife is giving birth to child.

Note (1) See Twelve (12) Hour Shift schedule in supplementals, paragraph 35.

Note (2) See Ten (10) Hour Shift schedule in supplementals, paragraph 35.

## 6.1 LEAVE OF ABSENCE

Supervisors may grant:

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

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

(b) Leave provisions for up to twelve (12) weeks that are provided under the Family Medical Leave Act (FMLA) are as follows:

- Birth, adoption or foster care of a child, applicable to both parents (within 12 months of event date);
- Your own serious health condition;
- Serious health condition requiring care for:
  - your spouse;
  - your parent;
  - your child;
  - a child for whom you have day-to-day responsibility to care for and financially support;
  - an individual who had day-to-day responsibility to care for and financially support you when you were a child.

Refer to employee benefit handbook for further details.

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

During the FMLA Leave:

(1) Company contributions for medical/HMO and dental plan coverage will continue during the entire leave of absence. If the employee is enrolled in Base Plan of life insurance coverage, no employee premium is required as applicable.

(2) Thrift Plan contributions automatically stop when an employee is absent without pay, and resume automatically upon employee's return from leave. Any applicable Thrift Plan loan payments, for leaves under forty-five (45) days, fall into arrears and are deducted from pay upon employee's return from leave. For leaves beyond forty-five (45) days, loan payment arrangements must be made. If loan payment arrangements are not made following forty-five (45) days, loans will be defaulted and treated as a deemed distribution by the Internal Revenue Service (IRS).

(3) Company holidays that fall during the employee's FMLA leave are payable, and are applied to the consecutive calendar days of leave.

(4) If the employee adds dependents to any benefits coverage while on leave, the employee must pay the increased premium amount, if applicable.

(5) FMLA is considered to be a leave from the position, and in most cases, the Company expects to return such employees to their original position (but does not guarantee the original position upon return). The employee must request a FMLA Leave of Absence in writing to the employee's immediate supervisor prior to the effective date of the leave.

(c) Any regular full time itinerant employee or special itinerant employee may be granted a leave of absence up to sixty (60) days without pay. This leave will not be applied to the conditions of 6.1 (a) or (b) and will be mutually agreed to in writing between the Company and the Union. The conditions of this leave shall not constitute a break in seniority.

## 6.2 MILITARY LEAVE POLICY

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

*If you enter any of the U.S. military services on an active, full-time basis, you will be granted a military leave without pay. You will be re-employed at the end of your required military service, provided your active duty is not more than five years, and certain other requirements are met.*

## 7. EMPLOYEE INJURIES

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

- (1) Two (2) weeks in the year of the employee's anniversary of one (1) year's continuous service.
- (2) Three (3) weeks in the year of the employee's anniversary of three (3) years' continuous service.
- (3) Four (4) weeks in the year of the employee's anniversary of four (4) years' continuous service.
- (4) Six (6) weeks in the year of the employee's anniversary of five (5) years' continuous service.
- (5) Eight (8) weeks in the year of the employee's anniversary of ten (10) years' continuous service.

For employees with fifteen (15) years continuous service or greater in the year of the employee's anniversary, the Company agrees to pay in any one (1) calendar year the difference between the compensation payable to them under the Workers' Compensation Laws of the State of Florida and their normal straight-time weekly wage up to an amount equal to 66-2/3% of their normal straight-time weekly wage. This payment would

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

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

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

- (d) If, after the period of recuperation, the employee is physically unable to perform the duties of the employee's classification;
- (1) The employee can displace an employee in a job that the employee is physically able and qualified to fill and to which the employee is entitled to through accumulated seniority.
  - (2) The employee may be placed in a job in an equal or lower classification that the employee is qualified to fill, within the sixty-five (65) mile show up limit without regard to the JPost System Procedure, by mutual agreement, in writing, between the Business Manager for the Union and the Director of Labor Relations for the Company. The placing of an employee in a job under this subparagraph will not displace any other employee and may include placement in another department.
  - (3) If the employee has to relocate under either 7(d)(1) or 7(d)(2) the employee may request reasonable moving expenses. The Business Manager of the Union and the Director of Labor Relations shall review each request for approval.
  - (4) If unable to remain employed through 7(d) (1) & (2) the employee will have the opportunity to use the Candidate Selection System to apply for a position that the employee is qualified to fill.
  - (e) If through 7(d)(1) or (2) the employee fills a job in a lower classification in the bargaining unit, the employee's pay from the classification the employee vacated shall be frozen until such time as the rate of pay of that lower classification surpasses the employee's current pay. Employees may bid other jobs and maintain the provisions of this section. If an employee is rolled he/she will also maintain these provisions. It will be the employee's responsibility to communicate the pay status to supervision at the time the job is awarded.
  - (f) The benefits provided by Paragraph 7, together with whatever other benefits to which an injured employee may be qualified under the terms of this Agreement, shall be the sole and exclusive basis of compensation under this agreement for an employee injured as defined in Section (a) above.

## **8. VACATIONS**

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

- (1) Eight (8) hours for each month of continuous service up to ten (10) months. (An employee will be given credit for the month if employed on or before the 15th day of the month). An employee must have one (1) year's continuous service before the employee is entitled to any vacation pay if the employee leaves the employment of the Company.

Effective January 1, 2002, employees hired on or before the 15<sup>th</sup> day of the month, will earn vacation at the rate of eight (8) hours per month up to a total of ten (10) days/eighty (80) hours, which can be taken in the current calendar year of employment after six (6) months of continuous service.

- (2) Effective January 1, 2002, employees will earn eighty (80) hours after one (1) or more years' continuous service through four (4) years.
- (3) Effective January 1, 2002, one hundred twenty (120) hours in the calendar year the employee's fifth (5<sup>th</sup>) anniversary of continuous service occurs, and for each year thereafter through fourteen (14) years.
- (4) Employees will earn one hundred sixty (160) hours in the calendar year the employee's fifteenth (15<sup>th</sup>) anniversary of continuous service occurs, and for each year thereafter through twenty-two (22) years.
- (5) Employees will earn two hundred (200) hours in the calendar year the employee's twenty-third (23<sup>rd</sup>) anniversary of continuous service occurs, and for each year thereafter.
- (6) Employees will earn two hundred eight (208) hours in the calendar year of the employee's thirty-first (31<sup>st</sup>) anniversary of service and for each year thereafter. The aforementioned employee shall accrue an additional eight (8) hours of vacation for each additional year of service to provide a maximum of two hundred forty (240) hours in the calendar year of the employee's thirty-fifth (35<sup>th</sup>) anniversary of continuous service. Effective January 1, 2005, the above mentioned employees will earn unpaid personal business days in lieu of vacation days listed above in (a)(6). These days may be scheduled on the employees' vacation request form or taken by mutual agreement at any time during the year.

In this connection, a week of vacation consists of seven (7) consecutive days, for which the employee will be paid forty (40) times the employee's regular straight-time hourly rate. The beginning date for vacation shall be January 1st of each year and each employee shall wait for this date to take a vacation to which the employee is entitled, if the employee is in continuous service. All vacations shall be taken on consecutive days unless the Company and the employee agree on a different division of the vacation time. Each employee may elect to "not" schedule up to forty (40) hours of earned vacation on January 15th. These unscheduled vacation days can only be used upon the approval of supervision, with at least forty-eight (48) hours of prior notice to the scheduled start of the day(s) being requested. On December 1st of that year, the remaining unscheduled vacation days will be scheduled prior to the December 15th date or carried to the following year in accordance with established vacation carry over policy.

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

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

*It is further agreed that in the future, when the company cancels an employee's scheduled vacation, that has been approved in writing seven (7) days prior to implementation of the storm plan, the employee will be*

*granted extra paid vacation equal to the amount of actual time worked "hour-for-hour" for such canceled vacation. This extra vacation time may be observed during the same year by mutual agreement or scheduled in the following year. Employees shall also receive reimbursement for any non-refundable/non-transferable expenses incurred as a result of such cancellations.*

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

(c) If a holiday occurs during an employee's vacation, the employee will be allowed an additional day off with pay at the beginning or end of the employee's vacation.

(d) Should an employee become ill while the employee is on vacation to the extent that hospitalization is required, the employee shall promptly notify the employee's Supervisor. The time lost due to such hospitalization and any subsequent resulting period of confinement to bed shall be considered absence covered by Paragraph 6 to the extent that proof is presented of the duration and nature of the illness secured from a legally licensed hospital or hospitalization insurance carrier, and a duly licensed physician. Any remaining vacation, unused because of illness, will be rescheduled at some future time mutually agreeable to the employee and the employee's Supervisor. However, such unused vacation shall, if possible, be rescheduled in the year when it was originally scheduled and any remaining unused vacation which cannot be so rescheduled shall either be paid for or carried over to the following year at the option and discretion of the Company.

(e) Employees with more than eighty (80) hours vacation may carryover from eight (8) hours to one hundred twenty (120) hours of their unused vacation from one calendar year to the next. Employees must take at least eighty (80) hours of their vacation each calendar year. Election to carry over vacation must be made by January 15. Carryover vacation will be scheduled with the same approvals as regular vacation. *If mutually agreeable, the employee and supervisor can arrange for carry-over any time during the year.*

(f) Upon termination employees will be paid any unused vacation earned and accrued according to their length of service and their date of hire.

## **9. JURY DUTY-COURT SERVICE-VOTING**

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

Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty.

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

(b) An employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting with no necessity for additional time off in most cases.

(c) When an employee receives a travel assignment, it will be the employee's responsibility to notify supervision of any need to vote during the travel assignment. Upon such notification, provisions should be made for the employee to obtain an absentee ballot or exercise provisions of the board of elections to vote prior to the elections. If adequate time is not available before or after the employee's regular schedule, time off will be provided from the normal schedule without

loss of straight time pay. If these accommodations cannot be made the employee shall be allowed the necessary time off to travel to the employee's home location and return, without loss of straight time pay. The employee shall also receive per diem, lodging expense and mileage to the employee's home location and back. The employee shall be assured of proper rest time before being required to return to work.

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

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

## **10. BULLETIN BOARDS**

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

### **10.1 ELECTRONIC COMMUNICATIONS**

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

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

## **11. DISCRIMINATION, INTERFERENCE AND COERCION**

(a) There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union or because of any lawful activities on behalf of the Union.

(b) It is agreed that no employee shall be discriminated against by the Union or its members for non-membership in the Union, and that neither

the Union nor its representatives shall attempt to coerce any employee of the Company into joining the Union against the employee's will, or continuing the employee's membership therein, or interfering with the employee in any way because of failure or refusal on the employee's part to join the Union or continue as a member thereof, except as provided in Article III.

## **12. SOLICITATION OF MEMBERS**

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

## **13. LOYALTY AND EFFICIENCY**

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

## **14. UNION-MANAGEMENT COOPERATION**

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

## **ARTICLE II**

### **SENIORITY-PROMOTION-LAYOFF-DISCHARGE**

#### **15. SENIORITY**

(a) Seniority, as used herein, shall mean the length of service in *continuous employment* in the departments of the Company covered by this Agreement (except as otherwise set forth in this Agreement) and shall commence as of the first day actually worked by an employee in the employee's department. Layoff shall not constitute a break in seniority of employees except as provided in Paragraphs 16 and 21(e) of this Article.

(b) For the purpose of determining seniority, business unit seniority shall control in the four (4) business units: namely Power Delivery, Distribution (including Information Management, Human Resources and Customer Service), Power Generation, and Nuclear Division on a system wide basis.

#### **16. BREAK IN SENIORITY-CONTINUOUS SERVICE**

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

(a) When a laid-off employee fails to comply with any of the procedures defined in Paragraph 21(a).

(b) When an employee temporarily laid off fails to return to work within fifteen (15) calendar days after notification, requesting such return, or if such employee fails to notify the Company within forty-eight (48) hours after notification of the employee's intention to return to work within fifteen (15) calendar days.

(c) When an employee *resigns* the employee's employment with the Company (except as provided in Paragraph 51).

(d) When an employee is discharged for just cause.

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

#### **17. QUALIFICATIONS FOR FILLING VACANCIES**

In the filling of any jobs, vacancies, and making promotions (the word "promotion" shall mean advancement to a higher job classification),

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

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

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

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

- *Application is reviewed to verify that it meets minimum qualification criteria.*
- *All qualified applicants are entered into a "selection pool".*
- *Management reviews candidates in the "selection pool" and makes job award.*
- *All senior qualified applicants not selected for the job will be notified in writing as to the reason why.*

## **18. HIGHER JOB CLASSIFICATION-TRAINING**

(a) A job classification shall be deemed to be "higher" when it carries a higher scheduled wage rate.

(b) When an employee above the classification of Helper, who does not come under the apprenticeship status of this Agreement, is training in a higher job classification under the direction of another employee in a higher job classification, the employee shall receive the pay of the employee's own classification. When such employee is placed on the job alone, the employee will receive the pay of the higher classification.

(c) When an employee is training or breaking in on a job which the employee has been awarded through Job Posting Procedure, the employee will receive at least the minimum rate of the job the employee was awarded.

## **19. TRANSFERS-MOVING EXPENSES-SUBDIVIDED**

### **HEADQUARTERS**

(a) Transfers between departments covered by this Agreement, as defined in Paragraph 15, will be made without loss of seniority. Any employee who has transferred departments and was denied the employee's transfer of seniority, under the old Paragraph 19(a) may reapply. However, the employee will not be entitled to any retroactive benefit by virtue of the employee's new seniority date.

(b) Transfers within a department between employees in the same classification but located at different working headquarters *or if an employee in a regular classification desires to exchange locations with an employee in an equivalent itinerant classification, such exchange may only be approved provided the employee also exchange classifications so that the complement of regular and itinerants in each location remains the same after the transfer as before* may be made, provided:

- (1) Each employee requests such transfer in writing to the employee's Supervisor and the Business Manager of the Union and
- (2) The Business Manager of the Union and the Director of Labor Relations of the Company approve the transfers in writing.

(c) The Company will pay reasonable moving expenses, or at the employees option he/she may elect to be paid a sum of one thousand dollars (\$1,000.00) in lieu of actual expenses, to any employee promoted to a classification higher than the employee has previously held in the last twelve (12) consecutive months and higher than that of a Truck Driver Helper (excluding Ground Worker), including corrections made out of seniority or when any employee is permanently transferred at the Company's request.

(d) When an area is subdivided and a new headquarters is established, the new jobs will be filled, as far as possible, by volunteers on the basis of seniority from the headquarters of the area being subdivided. Jobs in the new headquarters remaining vacant after this step shall be filled according to Job Posting Procedure. Jobs remaining at the old headquarters in excess of requirements shall be disposed of in accordance with Paragraphs 20 and 21 of this Agreement.

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

## **20. JOB POSTING**

(a) Except as provided in Paragraph 7(d), Paragraph 48(h), and except when new jobs are created by demotions or assignments due to disciplinary action or due to an employee becoming unable to fulfill the requirements of the employee's job, vacancies or new jobs in any classification above that of a helper covered by this Agreement shall be offered or discontinued within fifteen (15) days of the date of occurrence of the vacancy unless mutually agreed to by the Company and the Union to extend this time period. For the purpose of this provision jobs offered shall continue in availability through the completion of the job posting process once beyond fifteen (15) days or date of job offer.

(b) If a job is discontinued, a proper and full explanation should be made on the job award posting on the proper bulletin boards.

(c) All new classifications added to a work location shall be posted on the proper bulletin boards for forty-five (45) days before the job award is made.

(d) Bargaining Unit employees may apply through the "On-Line" application process for any future vacant jobs at any location within their respective departments, for which they are qualified.

(e) Applications may be made at any time by active Bargaining Unit employees only (not while on leave of absence or relieving out of the Bargaining Unit), utilizing the "On-Line" application process. All jobs will be ranked by order of preference.

(f) Each employee shall be provided a copy of their application. The Union will have access to the application system.

(g) All employees should review their application list periodically and verify its accuracy.

(h) The application "On-Line" process shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year to any Bargaining Unit employee. This "On-Line" system shall show by work headquarters, the classification, name, number and classification code of all jobs at that work headquarters. The location code of that work headquarters shall also be shown.

(i) Employees' applications are automatically reviewed by the system to verify that applicant is qualified for the position. The JPost system will show the application as "Not Qualified" if the employee does not meet the minimum job criteria. If there is a dispute as to the qualifications when the employee is shown by the system as not qualified, he/she shall notify the job criteria committee.

(j) The Job Criteria Committee shall resolve disputes arising from qualifications in regards to applications and awards. (The intent is to address job awards up front to reduce grievances). *The Job Criteria Committee may at their discretion do a periodic review of the job awards for consistency.*

(k) Senior employees applying for specific classifications may be trained by the Company prior to the job becoming vacant. The number of employees to be trained and locations will be determined by the Company. These specific classifications are to be agreed upon by the Company and Union for each Business Unit:

- This training will not be considered in the evaluation and selection of an employee for a position.
- Training will be offered regularly and performed on company time.
- Training will be jointly developed.
- Training will be provided by Union and Management instructors, jointly selected.
- Employees who have not been trained by the company for specific classifications and wish to withdraw the application may do so any time during the year without restrictions.
- Employees who have been trained by the company for a specific classification and wish to withdraw the application prior to being selected may do so any time during the year. These employees will be frozen for ninety (90) days without job offer rights.
- Employees who are in training for a new position prior to being selected, and cannot meet the requirements of the training will have full rights without restrictions for any job offer rights in other job classifications.

(l) Job Selection: When a job vacancy occurs, the senior qualified active Bargaining Unit applicant will be offered the job. The Company may offer jobs to multiple employees during the same time frame in order to expedite the job awards (multiple offers). The employee must rank the employee's order of acceptance by priority. The J-Post system shall provide confidentiality in relation to the name or order by seniority of prospective applicants capable of receiving a job offer in accordance with this provision.

(m) The Company will provide a toll free telephone number, which will be available to employees twenty-four (24) hours a day (messages), to accept or reject any job offer. The J-Post toll-free telephone number should be used to accept or reject a job offer after the normal working hours of the clerks performing J-Post duties in order to avoid "timing out". The toll free number is located in the "Job Information Report" that is printed weekly. Verification of the phone call will be provided to the employee via the local clerk performing J-Post duties. The local clerk performing J-Post duties shall provide verification to the employee. It is the employee's responsibility to verify the accuracy of the information entered.

(n) Employees will have up to three (3) calendar days, for jobs within sixty-five (65) miles of present work location, to accept or reject a job in a different work location (even if the employee is not scheduled to work on the third day). If the offer is in the same work location, employees will have one (1) day.

(o) Jobs outside of the sixty-five (65) mile radius will have a seven (7) calendar day response limit. However, if an employee is willing to return the job offer within three (3) calendar days, the company will allow the employee *one scheduled workday (8, 10, 12) hours* of paid time to travel to the new work location. The following will apply:

- The employee will travel within the three (3) day time frame.
- The employee will respond with a decision within three (3) calendar days (even if the employee is not scheduled to work on the third day).
- The employee will not be compensated for mileage.
- The employee will check in at the prospective work location.

Allowances for travel will be given up to two (2) times per twelve (12) month period. If the employee elects to take more than three days to accept or reject, no travel pay will apply. The employee must respond within seven (7) days (even if the employee is not scheduled to work on the seventh day).

(p) Job offers not responded to, by the applicant, within specified time allowances will be considered as automatically withdrawn, for the application and job offer.

(q) Upon acceptance of any position, all jobs of a lower priority will be removed from the application system.

(r) Employees who have been trained prior to an award or after accepting an award in specific classification as defined will be required to remain one hundred eighty (180) days in the new classification.

(s) Employees will be given fourteen (14) days to report to the new work location. If mutually agreeable, less than fourteen (14) days or extensions over fourteen (14) days may be granted.

(t) Employees will be given up to four (4) job awards per twelve (12) month period. Unless an employee has been relocated through an

involuntary roll for one year they have unlimited job acceptance. Multiple offers on the same posting will be considered as one acceptance. Apprenticeship jobs will not count as one of the "four awards".

(u) If the employee rejects the offer, the Company will select the next employee and withdraw that application from the "On-Line" system.

(v) Employees who have been trained by the Company for specific classifications and reject an award in these classifications will not be offered a job for ninety (90) days following the rejection.

(w) The Company will post on the bulletin board the awarded applicant's name, seniority, prior work location and reporting date.

(x) Any applicant will be allowed ten (10) days from date of posting on local bulletin boards in which to file protest in writing.

(y) All jobs which have no applicants or no qualified applicants will be posted on the proper bulletin boards for a period of ten (10) days. If after this ten day period there remains no qualified applicants, the Company shall have the right to fill the job from any available source within a period of forty-five (45) days.

(z) If any employee is on record with the Director of Labor Relations and the Business Manager of the Union in writing as desiring to change departments, specifying the desired location or locations, the employee will be considered to have a bid. In order to be eligible for such transfers, the employee must renew the employee's application to the Company and the Union annually. Each employee may submit no more than one request and one revision to the employee's initial request per calendar year commencing January 1st. The employee's application to the Director of Labor Relations must be postmarked prior to the posting of the NQA (no qualified applicant) notice in order to be considered for the job that is open. An employee will become ineligible for transfer for the remainder of the year upon refusal or acceptance of an NQA job offer or upon the expiration of the employee's request as of December 31st of each year, which ever comes first. If finally sustained in the job, the employee's seniority will be transferred to the department to which the employee transfers. If the job is not filled in the above manner, it will then be reposted in accordance with the Job Posting Procedure.

(aa) **Job Review Process:** It is the interest of the Company and the Union to expedite the job posting process to allow all employees the opportunity to be awarded job vacancies, and still provide stability in the workforce. It shall be the mutual obligation of the Company and the Union to cooperate with each other to prevent or correct problems that may arise. After one year the Company and the Union will jointly determine the effectiveness of the changes by reviewing the data on the number of jobs accepted and withdrawn per employee; data on paid travel allowances, number of jobs discontinued and reposted and other modifications. The results of this review may determine if additional changes or enhancements to the process are necessary.

## **21. LAYOFFS-DEMOTIONS-OFFER OF REEMPLOYMENT**

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

When a vacancy is created as a result of employee attrition or redistribution of the workforce through the J-Post process and the Company determines it necessary to fill such vacancy, then the Company shall exhaust all reasonable possibility of filling the vacant position through the J-Post system, and/or all other methods of filling a vacancy per the terms of this agreement, prior to using contractors. If the vacancy continues to exist the company retains the authority to require that work be performed by outside contractors. Vacancies subsequently restored to permanent shall be bargaining unit positions within the authority of this agreement.

(b) Employees working outdoors will not be laid off in the event of rain or inclement weather.

(c) Should it become necessary to lay off any employee on account of reduction of forces in any department covered by this Agreement and thereafter a vacancy occurs within twelve (12) months in the employee's last held classification or a lower classification in the employee's department, the laid-off employee shall be offered the opportunity of filling same, in accordance with the employee's seniority status (as defined in Paragraph 15), provided the employee is available for work and competent to fill the job that is open and passes the physical examination required by the Company's employment policy, and has submitted to the Director of Labor Relations, within ten (10) days of

such layoff, a registered letter stating a desire for reemployment, the desired location(s)/classification(s), and a current telephone number where the employee can be contacted. The employee may be eligible for two (2) additional twelve (12) month periods up to a total of thirty-six (36) months, if the employee renews such registered letter with the Director of Labor Relations within a period not more than ten (10) days prior or ten (10) days after the expiration of each twelve (12) month period. It shall be the employee's responsibility to inform the Labor Relations Department, in writing, of any change in their telephone number. In the event a vacancy does occur, the Company will make an effort to contact the employee for a period of three (3) days; if the employee cannot be reached, the employee's name and number will be turned over to the Business Manager's office for a period of three (3) days. If the employee cannot be reached during this period or fails to comply with any of the above stated procedures, the employee will forfeit all recall rights contained in this paragraph.

(d) All layoffs, demotions or adjustments resulting there from, except demotions as provided in Paragraph 20 (a), shall be made in the inverse order of seniority (as defined in Paragraph 15), competency being sufficient, in the respective departments covered by this Agreement.

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

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

apprentice job in the same classification at the employee's original location and automatically promote unless the employee reaches a job equal to a craft worker level during this twenty-four (24) month period. This does not include subdividing headquarters or relocation of crews.

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

## (1) ROLL PROCESS

DATES	PROCESS
Start	Staffing levels defined and announced.
+4 weeks	Stop "Application System". Employees are offered transfers. (3 days) <ul style="list-style-type: none"><li>• Employee is offered job in the location that the work is being transferred to.</li><li>• Employees accept or reject transfer.</li><li>• Employees who accept relocate on system move date.</li><li>• Employees who reject submit roll choices.</li></ul>
+5 weeks	
+6 weeks	
	Employees submit roll choices. <ul style="list-style-type: none"><li>• Employee has five (5) days to submit ten (10) choices.</li><li>• Employees with seniority less than the most senior employee being rolled submit choices.</li><li>• Work location validates choices and notifies and corrects invalid choices.</li><li>• Work location verifies all effected employees have submitted roll choices.</li><li>• Work location/VRU inputs choices.</li></ul>

+9 weeks

## Roll Begins

- Employees may roll vacant jobs if seniority is greater than employee's who have applied for job.
- Employees may roll into any job qualified to hold.
- Employees may elect to roll into any vacant jobs if there are no applicants in the "On Line Application System".
- Employees resubmit choices if no longer valid.
- Employees have one day to resubmit choices.
- Move date announced.
- Pay period ending after roll complete.
- System-wide movement including transfers.
- Employees may be absorbed by mutual agreement by the Company and the Business Manager in an effort to stop a roll.
- Roll ends.

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

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

(e) Any employee who is displaced from a job as a result of grievance procedure will be entitled to roll where qualified for which the employee has seniority and qualifications and which was posted subsequent to the date on which the employee was awarded the job from which the employee was displaced.

(f) A craft worker, upon being required to exercise rolling rights, may in accordance with Paragraph 21 roll into the apprentice classification which corresponds to the employee's own if the employee is physically qualified as a craft worker in that classification. The employee may, in accordance with paragraph 21, roll into another apprentice classification if the employee meets the same entrance requirements in effect for employees who are then entering that classification. An employee other than a craft worker may roll into an apprentice classification if the employee meets the same entrance requirements in effect for employees who are then entering the classification. An employee who has rolled into an apprentice classification will automatically promote to the corresponding craft worker if the employee has completed the requirements of the Joint Apprentice Program for that classification, and has four (4) years in that apprentice classification, or corresponding craft worker classification, or combination thereof.

(g) In the event the Company sells or transfers any or all of its properties to an unaffiliated company the following will apply:

(1) In the event the Company (Florida Power & Light Company) sells or otherwise transfers the entire company, business unit or part thereof to an unaffiliated company. The provisions of this Memorandum of Agreement shall be binding upon said purchaser or transferee for the remainder of the term of this Agreement. However, the purchaser or transferee shall not be bound by any local agreements or memorandum of understandings which are not specifically set forth in this Agreement. In the event of any such sale or transfer, the Company shall provide the Union with not less than sixty (60) days notice prior to the effective date of the sale or transfer and shall provide the Union with a copy of that portion of the sale or transfer agreement obligating the purchaser or transferee to assume the applicable provisions of the Memorandum of Agreement.

(2) Employees employed in the business unit or portion of a business unit being sold or otherwise transferred shall be given sixty (60) days

notice of said sale or transfer and shall be allowed to exercise their rolling rights to positions for which they are qualified in accordance with applicable seniority and rolling provisions set forth in paragraphs 15 and 21 of the Memorandum of Agreement.

(3) Employees who are hired by the purchaser or transferee of an entire business unit or portion thereof but are laid off within six (6) months of the effective date of the sale or transfer shall be offered an opportunity to fill any open and available Company jobs covered by this Agreement in accordance with seniority (as defined in paragraph 15 of the Memorandum of Agreement); provided that notice is given the Company by certified or registered mail postmarked within ten (10) days of such layoff that re-employment is desired and that the employee is competent to fill the open and available job and pass the physical examination. If the employee does not timely accept the Company's offer, the Company shall have no further responsibility to the employee. Any offer extended here under shall be sent to the employee's last known address by certified mail with a copy to the Union. The Company's obligation to notify employees of open and available jobs pursuant to this paragraph shall be limited to the six (6) month period following the date of the employee's layoff by the purchaser or transferee.

## **22. DISCHARGE FOR CAUSE**

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

## **ARTICLE III MAINTENANCE OF MEMBERSHIP**

If the amendment known as the "Right to Work" amendment of the Florida Constitution is nullified by the United States Supreme Court, State or Federal legislation, then this Agreement shall be automatically

amended to place back into effect Article III as written in the Agreement dated January 14, 1970, and as amended March 18, 1970, between the Company and the Union.

23. Deleted

24. Deleted

25. Deleted

## **ARTICLE IV GRIEVANCES-CONFERENCES-ARBITRATION**

### **26. GRIEVANCES DEFINED**

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

### **27. GRIEVANCE HANDLING PROCEDURE**

The parties agree that no later than sixty (60) days following the ratification of this collective bargaining agreement, the Director of Labor Relations and the Business Manager of SC U-4 shall each appoint two representatives to a committee tasked with improving the current grievance process. A program shall be developed in order to improve the current grievance process, methods, procedures, and overall effectiveness to not only resolve future issues but to address the extensive grievance backlog. The committee will make a good faith effort to reach agreement within six months of the committee forming.

(a) Should any difference arise between an employee covered by this Agreement and a representative of the Company, the employee and/or the Job Steward shall discuss such difference informally with the immediate Supervisor for the purpose of settling differences in the simplest and most direct manner in order to avoid grievances. If, after these discussions, a difference still exists involving a matter referred to in Paragraph 26, unless by mutual agreement in writing signed by both parties another procedure is adopted, such matter shall be taken up in the following manner:

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

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

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

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

(b) A grievance of a general nature or a grievance in the interpretation of the Agreement which is brought by someone other than an aggrieved employee and is not confined to an individual employee or group of employees in a particular location shall be brought as a grievance of the Union. The Business Manager, or the Business Manager's representative, shall present such grievance in writing to the Vice President in charge of Operations or such representative as the Vice

President in charge of Operations may designate. In the event such grievance is not disposed of within thirty (30) days after presentation, it may be referred to the parties as provided in the Third Step of the Grievance Handling Procedure.

(c) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the Company, the employee will be furnished a copy of same within four (4) weeks of its occurrence in order that the employee may have an opportunity to correct the record. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure. This is not to be construed that every unfavorable incident which occurs to an employee must be made a record in order that such might be considered in applying disciplinary action or used against an employee in grievance or arbitration procedure. This paragraph was proposed by the Union as a method to stop the practice of inserting letters, memorandums, etc. of unfavorable incidents in an employee's personnel file without the knowledge of the employee involved.

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

## **28. ARBITRATION BOARD-POWERS**

(a) Within ten (10) days after written notice is given by either party requesting arbitration as provided in Paragraph 27, the matter shall be referred to a temporary Board of Arbitration consisting of one (1) member designated by the Company, one (1) member designated by the Union, and a third member to be selected by these two (2) members. In the event one of the parties refuses or fails to so designate its representatives, then the party in default shall forfeit its case. In the event the members of the Board of Arbitration fail to select a third member within three (3) days, the parties shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to appoint the third member, both parties to be bound by such appointment. In the event one of the parties refuses or fails to join in such request, then the party in default shall forfeit its case. The majority decision of the Board of Arbitration shall be final and binding on both parties hereto.

(b) The Board of Arbitration shall be governed wholly by the terms of *this Agreement and shall have no power to add to or change its terms, nor shall the Board of Arbitration be authorized to pass on matters which are not properly grievances as defined herein.*

(c) A rotating panel of seven (7) arbitrators, jointly selected by the *Company and the Union, will be established to hear discharge grievances. The panel of arbitrators will be confirmed, or changed, yearly. The selection from the panel will be sequential and only one discharge case may be put before the same arbitrator at a time unless mutually agreed to by both parties. A discharge case may include multiple employees.*

## **29. ARBITRATION BOARD-INTERPRETATION OF WAGE SCHEDULES**

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

## **30. ARBITRATION BOARD-EXPENSES**

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

## **31. CESSATION OF WORK-DISCHARGE IF GRIEVANCE PROCEDURE NOT FOLLOWED**

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

### **32. EMPLOYEES-TIME OFF FOR MEETING-PAY**

(a) Employees of the Company, members of the Union's Committee representing any of the Local Unions above mentioned, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with Company representatives; however, in the event such meetings extend beyond the usual working hours or are scheduled outside of the regular working hours, no compensation shall be paid by the Company for time outside of regular working hours and working days.

(b) The Union agrees that, insofar as possible, the Local Steward will handle any matters with the local supervisory personnel and not more than three (3) employees (except in the Miami Electric Distribution Department not more than four (4) employees and the System Committee, not more than five (5) employees) will be allowed time off without loss of pay under this paragraph.

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

### **33. WORKING PERIODS-VARIATIONS**

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

### **34. WORKWEEK**

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

### **35. SCHEDULES OF WORK**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

Note (4) For Ten (10) and Twelve (12) Hour Shifts see Nuclear supplemental.

Note (5) For Ten (10) and Twelve (12) Hour Shifts see Power Generation supplemental.

Note (6) For Ten (10) Hour Shifts see Power Systems Supplement.

Note (7) For Special Maintenance Employees see Nuclear supplemental.

Note (8) For Special Maintenance Employees see Power Generation supplemental.

### **35.1 WORK ON SECOND REST DAY**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

### **36. HOLIDAYS**

(a) For the purpose of this Agreement, the following legal holidays shall be recognized: New Year's Day, Martin Luther King's Birthday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day After Thanksgiving Day, Christmas Eve Day, Christmas Day, and Employee's Birthday. All employees covered by this Agreement shall receive holidays with pay for the holidays specified in this paragraph. When any of these holidays falls on an employee's first rest day, the immediately prior scheduled workday shall be observed as the holiday. When any of these holidays falls on an employee's second rest day, the next scheduled workday shall be observed as the holiday. When an employee has more than two (2) consecutive days off and if any of these holidays falls on the first or second of these days off, the immediately prior scheduled workday shall be observed as the holiday. When any of these holidays falls on the third or fourth day off, the next scheduled workday shall be observed as the holiday. Should any employee covered by this Agreement be required to work on any day observed as a holiday during the hours the employee is scheduled to work, the employee shall receive extra pay at time and one-half for such work. If an employee works on any day observed as a holiday during the hours they are scheduled to work, it is not overtime as defined in

Paragraph 35(e) and is not charged against them nor against any employee who might have refused the assignment, on the overtime roster. All off-scheduled hours worked on days the employee observes as holidays shall be paid for at double time.

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

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

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

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

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

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

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

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

*Offer by overtime list, to employees in the required classification (s) who are not observing the holiday and not already scheduled to work.*

*Force by inverse seniority, employee's in the required classification(s), at the headquarters who are observing the holiday and not already scheduled to work.*

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

*All people working rotating schedules will work the holiday as scheduled. Any employee whose regular starting time falls between 2:00pm and midnight shall work all holidays that fall during their schedule.*

*If management requires someone to work on a holiday, with a schedule after midnight or before 2:00pm, work will be offered to all employees in the classification needed, by seniority, that were regularly scheduled to work that day and who could work the full schedule needed. When a Restoration Specialist is working on a holiday and is sent outside their normal operation area on trouble, the Company is not obligated to pay make-up overtime.*

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

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

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

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

**37. ROTATING AND TRADING SHIFTS**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

**38. CALL-OUTS-PREARRANGED OVERTIME**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

39. Deleted.

#### **40. SUNDAY AND HOLIDAY WORK**

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

#### **41. MEALS-LODGING-TRANSPORTATION**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

Note (4) For Travel (Nuclear Division) see Nuclear supplemental.

#### **42. TELEPHONES**

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

#### **43. ABSENT NOTICE**

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

#### **44. DISTRIBUTION OF OVERTIME**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

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

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

#### **45. SAFETY**

(a) The safety of the employees is a matter of paramount importance, shall receive first consideration, and no employee shall be allowed or required to take any undue risk in the performance of the employee's duties which the employee or the employee's Foreperson or Supervisor considers unsafe to the employee or to the employee's fellow workers. Supervisors and Foreperson will be held strictly responsible for the enforcement of safe working rules. Each employee will abide by the provisions in the Safe Work Practices Manual and will be expected to support the initiatives of the Joint Safety Committee. In case any Supervisor or Foreperson is charged by an employee, or any employee is charged by the Company as being at fault in connection with any accident and such charge is deemed unfair, this action may be taken up as a grievance as provided in Article IV.

(b) The Company and the Union agree to establish a Joint Safety Committee. *The Corporate Joint Safety Committee will continue to have three representatives of management and three from the Union. Management representatives will be the Senior Vice President - Human Resources, Manager of Corporate Safety, and an additional committee person designated by the Senior Vice President - Human Resources. The Union will be represented by the Business Manager, President of the System Council, and an additional committee person selected by the Union from another department other than the President of the System Council. This Committee's responsibility will include establishing the overall effective safety strategy and integration of the Joint Safety Program throughout the Company, including Interpretations of and changes to safety rules, standards and procedures and investigating accidents, as appropriate.*

It is further agreed that in those cases involving materials, safety tools, devices and equipment, it will be the function of the Joint Safety Committee to recommend to the Company changes, deletions and

additions, as prescribed by the "Standards and Procedures of the Joint Safety Program".

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

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

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

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

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

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

*(c) The Corporate Joint Safety Committee has developed Business Unit Joint Accident Investigation Teams to conduct accident investigations for all serious accidents.*

*It is our sincere desire that these teams are very seldom activated. That can be accomplished by continuing to work together to insure that everyone is involved and committed to safety.*

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

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

*Considerations:*

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

*A serious accident, as a minimum, includes:*

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

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

- 1) Local leadership shall contact the Corporate Joint Safety Committee, Business Unit Joint Safety Committee, and Local Joint Advisory Safety Committee.*
- 2) The decision is made by the Corporate Joint Safety Committee, with input from the Business Unit Joint Safety Committee, to have Accident Investigation Team conduct the investigation.*
- 3) At the accident site, the Team shall hold a briefing with local leadership, Local Union President, and Local Joint Advisory Safety Committee.*
- 4) The Team shall conduct the accident investigation, using Local Joint Advisory Committee as a resource.*
- 5) When the accident investigation is complete, the Team shall hold a briefing with local leadership, Local Union President, and Local Joint Advisory Safety Committee.*
- 6) The Team shall present the investigation to Corporate Joint Safety Committee and Business Unit Joint Safety Committee.*

Either party has the privilege of terminating this program on thirty (30) days notice.

## **6. HOURS OF CONTINUOUS WORK**

To employee will be required to work more than sixteen (16) consecutive hours without immediately thereafter having eight (8) hours off duty. All consecutive hours worked over sixteen (16) shall be paid for : double the straight-time hourly rate. After fourteen (14) consecutive

hours of work any employee required to work again without at least eight (8) consecutive hours off duty, then such additional hours worked shall be added to the fourteen (14) hours or more of continuous work, and such total hours shall be considered consecutive for the purpose of this paragraph. If the hours off duty fall within or overlap into the employee's regular scheduled work period, the employee will be paid for all such hours off duty within the employee's regular scheduled work period at the straight-time rate. Time off for meals shall be considered as time worked for the purpose of determining consecutive hours.

#### **47. RAIN AND OTHER PROTECTION**

(a) All employees required to work in rain or water shall be furnished a rain suit or a raincoat at the employee's option and individual hats and rubber boots suitable for the jobs as required. Employees, when required to work in combustion chambers, gas passages, condenser circulating water passages, exciters, exciter air passages, large induction motors, oil sumps, and tanks, and when required to do spray painting and sandblasting, shall be furnished coveralls and gloves. Such equipment shall remain the property of the Company and shall not be devoted to personal use and shall be turned in when not in use.

(b) *Fire Resistant Clothing:* The company will provide each employee, on a yearly basis, in Power Delivery and Distribution Business Units, that is exposed to open flame or arcs associated with energized electrical equipment, two (2) OSHA complying shirts from an approved vendor. The employee is responsible to supply and wear OSHA complying pants and is expected to be in compliance whenever working. For work on energized equipment, switching and grounding in PGD and Nuclear Division, the Company will furnish OSHA approved flame retardant clothing for the employees to wear as prescribed by the Joint Safety Committee. During the term of this agreement (2001-2004) the Union and Company agree that discussion regarding Fire Retardant Clothing and/or uniforms shall be initiated by the parties. The Joint Safety Committee shall be included in these discussions. Any such results of these discussions shall be considered a part of this agreement.

#### **48. APPRENTICES IN ALL DEPARTMENTS**

Recognizing the needs of each Business Unit to keep up with the changing environments, paragraph 48 has been revised. It is the inten

of these changes to allow each Business Unit to develop and administer apprenticeship training. Business Unit's choosing to use paragraph 48 should follow the following.

(a) **The Joint Apprentice Committee**

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

(b) **Business Unit's Joint Apprentice Committee**

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

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

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

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

(1) The Business Unit's Joint Apprentice Committee shall develop the Standards, Procedures and Training Material for a New Craft Workers Apprentice Program. The New Program will then be recommended to the Joint Apprentice Committee for approval.

(2) Each Business Unit's Joint Apprentice Committee shall maintain an *Apprentice Standard and Procedures Manual* for all approved apprentice programs in their business unit. The *Apprentice Standards and Procedures* will consist of but will not be limited to the following:

- Eligibility.
- Training Scope.
- Testing and Certification.
- Training Ratios.
- Program Administration.

(3) Each Business Unit's Joint Apprentice Committee shall administer the *Approved Training Material* for its *Apprentice Programs*.

(4) As the need for apprentice programs are identified by the Business Units, subject matter experts shall be jointly selected to aid in the programs development and shall be appointed by the Business Units Joint Apprentice Committee. The Business Units Joint Apprentice Committee will be accountable for the development of the new program.

- (c) New programs or changes to the existing programs that have an effect on the intent of the Memorandum of Agreement shall be reviewed for approval by the *Company and Union Negotiation Committee*.
- (d) Either party has the privilege of terminating the program on thirty (30) days' notice. It is agreed that this Agreement will be amended to include mutually agreed lines of progression. If the *Apprentice Training Committee* is terminated by either party, the lines of progression will be automatically terminated.
- (e) Business Unit's Joint Apprentice Committee may establish *Local Joint Apprentice Committees* for each work headquarters with Apprentices. *Local Committees* shall be accountable to administer the approved *Apprentice programs*. The *Local Joint Apprentice Committee* will be accountable to the *Business Units Joint Apprentice Committee*.

(1) The Local Committee will consist of two members. Management's representative will be the Work Location Manager or their designee. The Union representative will be the Local Union President or their designee.

(2) The Local Joint Apprentice Committee shall administer the Approved Standards, Procedures and Training Material for the Apprentice Programs at the work headquarters.

Note (1) See Power Systems supplemental.

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

#### **48.1 SHOW-UP/ITINERANT**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

#### **48.2 Deleted**

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

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

(b) Wages shall be paid biweekly.

#### **50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

#### **51. EMPLOYEES-RELEASE FOR UNION AFFAIRS REEMPLOYMENT**

Except in cases of emergencies, any officer or member of the Union whose services are required in connection with Union affairs shall upon written request by the Union, be made at least two (2) days in advance,

be released without pay, provided that not more than three (3) employees from each Local Union (upon mutual agreement between the Union and the Company there may be more than three (3)), the four (4) officers from the System Council and the five (5) members of the System Committee shall be so released at the same time. Insofar as practicable, the Union will hold its meetings at such time and place as will require the least number of employees to be absent from their headquarters during regular working hours. Release of this nature shall not exceed fifteen (15) days in any calendar year, except additional time may be granted by mutual agreement; provided, however, any employee of the Company who is a member of the Union and is covered by this Agreement and who is elected or appointed to any full-time office in the Union shall, upon the employee's retirement from such office, be reinstated to the employee's former position in the Company or one as fully comparable, "or to any specific job which the employee could have successfully bid under Paragraph 17", with full seniority rights in the department of the Company in which the employee was formerly employed, provided the employee presents himself for reemployment within thirty (30) days from the date the employee is retired from said office and the employee is still qualified both physically and mentally and has the skill and other qualifications to perform the work required.

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

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

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

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

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

## **52. EMPLOYEES-PROMOTIONS OUTSIDE AGREEMENT-REINSTATEMENT**

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

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

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

An employee choosing to return to a bargaining unit position within the six (6) month period, shall do so in a manner which does not initiate a roll or displacement of existing employees. The employee in question shall be absorbed into the compliment until normal attrition creates a reduction to the workforce. In an unusual circumstance, where an extreme condition may be created, the parties shall address a condition which would otherwise create overstaffing in any area.

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

### **53. EMPLOYEES' ADDRESSES**

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

## **ARTICLE VI TERM, EXTENSION AND MODIFICATION**

### **54. APPROVAL, EFFECTIVE DATE AND TERM**

(a) This Agreement, as amended, when signed by the Company and the Union and approved by the International President of the Union and the President of the Company, shall become effective upon ratification unless specifically noted in the proposal voted on and ratified by the membership.

(b) This Agreement shall remain in effect through October 31, 2004. It shall continue in full force and effect from year to year thereafter from October 31, 2004, through October 31 of each year thereafter, unless changed or terminated in the way later provided herein.

(c) Wage rates set forth in Exhibit "A" attached hereto become effective as indicated therein.

### **55. CHANGES AND TERMINATION**

Either party may request changes in this Agreement or may terminate this Agreement on October 31, 2004, or on any October 31 anniversary date thereafter by notifying the other at least sixty (60) days prior to October 31, 2004, or October 31 of any year thereafter.

### **56. AMENDMENTS**

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

(b) In the event the Company reorganizes so that one or more of the Business Units (e.g. Power Generation, Power Delivery, Nuclear, or

Distribution) become separate affiliated companies, the Union, upon request by the Company, will endeavor to negotiate a separate labor agreement or agreements for the new company or companies. Further, upon the Company's request, the Union agrees to reopen the existing agreement if retail competition legislation is enacted.

#### **56.1 MEMORANDUMS OF UNDERSTANDINGS, LETTERS OF INTENT, STIPULATIONS OF AGREEMENT, AND LOCAL AGREEMENTS**

(a) During the process of negotiations, resulting in this agreement, the parties entered into the review of all Memorandums of Understandings, Letters of Intents, and Stipulations of Agreements known to exist as a record or documentation of a condition between the parties. As a result of this endeavor, the collective bargaining agreement, or Memorandum of Agreement (MOA), was amended to reflect those conditions within the body of the MOA either by incorporating the agreement as a whole or by incorporating language to create the exact condition. It is understood and agreed between the parties that these documents are to become a matter of record and may be referred to by either party to clarify any issues or disputes that may arise. The parties recognize the necessity of the continuation of the process to document agreements reached which address specific concerns, issues or contract interpretation which otherwise may create disharmony either in the relationship between the Company and the Union, or to the delivery of services which the Company provides to its customers.

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

1. The agreement will identify the date of signing, date of implementation, and, if applicable, the date upon which it sunsets.
2. The agreement will specifically identify the relevant Business Unit, work site or location, group or segment of the workforce to which it pertains.
3. The agreement shall contain a brief explanation of the purpose and intent of the conditions it sets forth, as well as the relevant paragraph to which it pertains.

4. The agreement shall be signed by the Director of Labor Relations and the Business Manager of System Council U-4, and shall be assigned a number as reference and upon expiration be retained as a matter of record or be incorporated as contract language during the negotiation process.

(b) Local Agreements may extend particular benefits to address a unique local condition or circumstance, however, an agreement developed at the local level shall not at any time, supercede nor modify the MOA in any case.

1. The agreement shall be submitted to the Director of Labor Relations of the Company and the Business Manager of System Council U-4 for identification prior to implementation.

2. Steward and Supervisor settlements shall remain as provided in Paragraph 14.

(c) The process of identification applied to all agreements in accordance to this provision, shall be created to provide the development of a system of identification for future reference. The reference system shall provide for document recall by issue, business unit or date. Once established, the Union shall be provided with access to this record resource.

## **57. DISCLOSURE CLAUSE**

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

The Life Insurance, Hospitalization Insurance, Dental Insurance, Legal Plan, Thrift Plan, Pension Plans and Retirement Savings Plan for all active bargaining unit employees are subject to negotiations. The continued existence of this Plan, however, is contingent on continued approval by all State and Federal agencies. It is agreed that the Hospitalization Insurance Plan and Dental Insurance Plan are subject to periodic review and revision at interim periods for the duration of this Agreement. The Company and the Union further agree that premiums will be adjusted based on reports and recommendations of the

Company's and the Union's actuaries after they have reviewed the premium and claim experience.

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

#### **58. CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS**

(a) Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with any mandatory State or Federal Laws or Executive Orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal Laws or Executive Order shall prevail.

(b) If the amendment known as the "Right to Work" amendment of the Florida Constitution is held by the United States Supreme Court as being not applicable to the Maintenance of Membership provisions of this Agreement, then this Agreement shall be automatically amended by the elimination of Article III as written above and the putting in its place of Article III of the now terminated April 29, 1946, Agreement between the Company and the Union as originally written.

#### **59. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

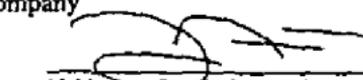
The terms and conditions of this Agreement are applicable to all employees covered here under without regard to race, age, color, religion, sex, national origin, disability, or because an individual is a disabled veteran or a veteran of the Vietnam Era.

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

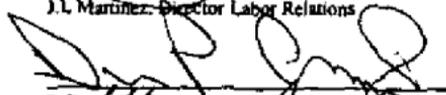
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 4th day of September, 2001.

Florida Power & Light Company

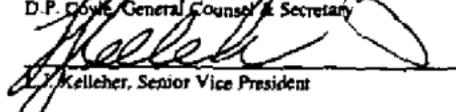
By:

  
J.L. Martinez, Director Labor Relations

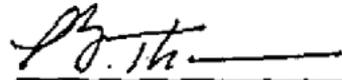
Attest:

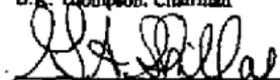
  
D.P. Coyne, General Counsel & Secretary

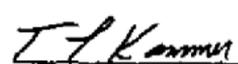
Approved:

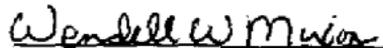
  
J.J. Kelleher, Senior Vice President

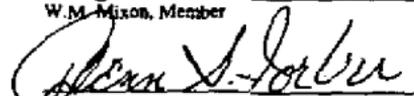
The International Brotherhood of Electrical Workers, System Council U-4  
by Negotiating Committee:

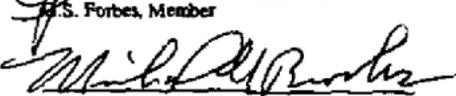
  
B.K. Thompson, Chairman

  
G.S. Skiles, Member

  
T.L. Kammer, Member

  
W.M. Nixon, Member

  
J.S. Forbes, Member

  
M.G. Brooks, Member

APPROVED:

Edwin D. Hill, International President



## **EXHIBIT "A"** **HOURLY WAGE SCHEDULES and NOTES**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

### **EXHIBIT "A" - ABBREVIATIONS**

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

LC - Lake City

MC - MacClenny

ME - Miami

ML - Melbourne

PL - Palatka

SA - St. Augustine

SN - Sanford

SR - Stuart

TI - Titusville

SDM - So. Division Meters

### **CLASS "AA" PLANTS**

Cutler

Turkey Point

Fort Myers

Lauderdale

Manatee

Martin

Port Everglades

Putnam

Riviera

Sanford

Saint Lucie

Cape Canaveral

### **CLASS "A" PLANTS**

Gas Turbine Power Park

### **INCREASES IN PAY EVERY SIX MONTHS TO MAXIMUM**

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

### **EXHIBIT "A" SHIFT DIFFERENTIALS**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

Note (3) See Power Systems supplemental.

## **FIRE BRIGADE INSURANCE POWER GENERATION/NUCLEAR DIVISION**

Note (1) See Nuclear supplemental.

Note (2) See Power Generation supplemental.

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

## **NEW EMPLOYEES AND PROMOTIONS**

New employees or employees promoted to a higher classification shall be paid at the minimum rate of the classification to which they are assigned or promoted unless their qualifications and previous experience entitle them to a higher rate than the minimum, in which case they will be paid such higher rate between the minimum and maximum as their qualifications and experience entitle them, provided, however, that a thirty (30) day trial period at the minimum rate within the classification may be used to determine their qualifications and experience. When an employee is promoted to a higher classification, except to the apprentice classification, the employee will receive at least fifteen (.15¢) cents per hour increase in pay, but not to exceed the maximum rate of such higher classification.

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

When an employee is temporarily relieving in a higher classification, the employee will receive at least fifteen cents (.15¢) per hour increase in pay, but not to exceed the maximum rate of such higher classification.

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

## **PAYROLL DEDUCTIONS FOR UNION DUES**

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

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

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

New authorization cards will be designed to accommodate this proposal. These new cards must be signed by any employee wishing to continue the automatic deduction of Union dues. Upon the effective date of the new authorization cards, all previous authorizations for deductions of Union dues will be automatically rescinded.

## **MISCELLANEOUS - GENERAL**

### **TEMPORARY LOSS OF DRIVING PRIVILEGE / LOSS OF CDL LICENSE**

Scope: It is the intent of this provision to describe the conditions that shall apply when an employee loses the ability to operate a motor vehicle. This provision shall apply for either a medical purpose or a motor vehicle violation. This provision shall not supercede, substitute for, inhibit or restrict the Company's policy and practice in regard to Essential Job Functions. This provision makes no guarantee of benefit if an employee may lose the driving privilege as a result of criminal activity, including misdemeanor or felony charges and subsequent litigation. It is the sole intent of this provision to address a situation where the ability to operate a motor vehicle, and maintain a valid operators license, is lost on a temporary basis of six (6) months or less.

Notification: An employee who, becomes aware that his/her driving privilege has been revoked, shall notify their Supervisor in a written

statement as soon as reasonably possible but no later than the employee's first day after reporting to work, following the loss of privilege. The statement shall include the following:

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

#### Duties:

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

#### Overtime:

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

#### Safety:

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

#### Duration six (6) months or less:

If an employee has the driving privilege restored within the six (6) month period and has been moved within the craft, the employee shall be reinstated to their former classification.

**Duration six (6) months or more:**

If at the end of the six (6) month period, an employee has not had the driving privilege restored in accordance with the requirements of their job, that employee may exercise one of the following options.

1. An employee shall be granted a leave of absence upon request, for up to one (1) year, beginning with the expiration of the original six (6) month retention period.
2. An employee may bid a classification where the requirement for a license or a certain class of license is not a requirement at the appropriate rate of pay and benefits applicable to the new classification.
3. Or be assigned to a classification where the ability to operate a vehicle is not a requirement. The employee will receive the appropriate rate of pay and benefits applicable to the newly assigned classification. In the process of assigning a position in accordance with this provision, the Company will make an effort to keep the employee in the original location if possible. If the employee is unable to be placed in the original location the Company will find a location in near proximity to the original location.
4. If the employee is beyond six (6) months from date of revocation of driving privilege and the employee has the license restored, the employee shall be returned to the classification held at the time the privilege was lost. The classification may or may not be at the location at which the employee was disqualified.

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

An employee who has a subsequent loss of driving privilege within three (3) years from the date of first occurrence, other than for medical reasons, shall be subject to steps one (1) through four (4) as if beyond the six (6) month period.

## **MEMBER ASSISTANCE PROGRAM**

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

### *Coordinators:*

- a) There will be two (2) coordinators selected by the company representative, Director of Labor Relations, and the Business Manager, System Council U-4.*
- b) The persons selected will come from the Bargaining Unit and must be satisfactory to the company's Employee Assistance Program Administrator.*
- c) In the event a person jointly selected by the company representative and the Business Manager is not acceptable to the Employee Assistance Program Administrator, the company representative and the Business Manager shall identify another person for submittal to the Administrator, until an acceptable person is found.*

### *Coordinators salary and term:*

- a) Coordinators shall be paid at the top of the bracket of Distribution Instructor rate.*
- b) Coordinators shall receive pay increases to which they are entitled under the Memorandum of Agreement in effect during their tenure as coordinators.*
- c) Overtime will be paid by the company for Member Assistance Program imposed overtime; for Business Unit imposed overtime; and by the Union if imposed by the Union. However, overtime imposed by Member Assistance Program duties must be approved by the Employee Assistance Program administrator may be compensated by appropriate time off in the sole discretion of the company.*
- d) Coordinators will serve for a period of three (3) consecutive years unless removed by the Employee Assistance Program Administrator, in his discretion, for purposes of workload or*

*other reasons. Except that after one (1) year of service as a coordinator, he or she may be released at his or her request, to bid another job.*

*e) Member Assistance Program coordinators would maintain their seniority rights. Since the Member Assistance Program job assignments are not covered by the Memorandum of Agreement these positions would be protected from any bidding, rolling, or other displacement under the Memorandum of Agreement.*

*f) At the end of a coordinator's three (3) year term the coordinator would return to the Bargaining Unit in accordance with the Memorandum of Agreement.*

*Coordinator's duties and training:*

*a) Member Assistance Program coordinators would plan their outreach and intervention activities in conjunction with the FPL Employee Assistance Program Administrator. They would have access to the Employee Assistance Program Managed Care resources and would be involved in planning future improvements to the behavioral care benefits plan design.*

*b) Clinical training and supervision of the Member Assisted Program coordinators would be the responsibility of the company Employee Assistance Program.*

*Changes and termination:*

*a) In the event the company changes the policy or any portion of it during the term of this agreement, the company shall provide employees with notice of the changes, and a courtesy copy to the Union, at least ten (10) days prior to implementation of those changes.*

*b) Either the company or the Union may terminate this policy by giving the other forty-five (45) days written notice.*

**CONTRACTOR COMMITTEE**

Sixty days beyond the ratification of this agreement the Director of Labor Relations and the Business Manager of SC U-4 shall each appoint three (3) representatives to a committee to address contracted work in all business units. The committee shall establish a real and fair method of

providing System Council U-4 and FPL with the joint opportunity for bargaining unit employees to perform work currently awarded to contractors. The committee may call upon outside persons, FPL management, and/or persons of expertise and those with procedural knowledge to come before the committee and provide or clarify information. There shall be no predetermined limitations on the type or degree of recommendation to be explored or provided by this committee.

Either party may terminate the committee after a period of year one (1) from the date of its inception with thirty (30) days notice.

### **MISCELLANEOUS NOTES**

Note (1) For Welding Program see Power Generation supplemental.

Note (2) For Subsequent To 1955 Negotiations Cleaning Policy In Class "AA" Plants, see Nuclear and Power Generation supplements.

Note (3) For Letter of Intent (Training Schools outside the State of Florida) see Nuclear, Power Generation, and Power Systems Supplemental, paragraph 41.

Note (4) For Temporary Work Force Power Generation, see Power Generation supplemental.

Note (5) For Miscellaneous Transmission Crews, see Power Systems supplemental.

Note (6) For Transmission and Distribution, see Power Systems supplemental.

Note (7) For Miscellaneous Assignments For Storm Training And Restoration, see Power Systems supplemental.

Note (8) For Miscellaneous Welding of Aluminum Bus Structure; see Nuclear and Power Generation supplements.

Note (9) For Direct Burial Systems see Power Systems supplemental.

Note (10) For Letter of Agreement (Gloving) see Power Systems supplemental.

Note (11) For Amendment to Letter of Agreement (Gloving) see Power Systems supplemental.

Note (12) For Meter Electrician A and Meter Electrician B, see Power Systems supplemental.

Note (13) For Nuclear Division Addendum, Nuclear Operations Career Path, see Nuclear supplemental.

Note (14) For Temporary Employees (Nuclear Division) see Nuclear supplemental.

Note (15) For Operators Standard Clothing-Nuclear Plants see Nuclear supplemental.

Note (16) For Jr. Radiation Technologist Training Agreement see Nuclear supplemental.

Note (17) For Instrument Control Specialist Digital Nuclear Training Center, see Nuclear supplemental.

Note (18) For Instrument and Control Specialist and Instrument and Control Specialist Digital assigned to Security Maintenance Turkey Point Nuclear Plant, see Nuclear supplemental.

Note (19) For Nuclear Air Conditioning Work Agreement see Nuclear supplemental.

Note (20) For Nuclear Division Composite Crew, see Nuclear supplemental.

Note (21) For Nuclear Division Use of Tools by Nuclear Operators, see Nuclear supplemental.

# MASTER AGREEMENT

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### 35. SCHEDULES OF WORK

(a)(1) The regular schedule of non-shift employees in the Nuclear Division will be five (5) consecutive days of eight (8) consecutive hours (exclusive of meal time) per week, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday except as provided in subparagraphs (a)(6), (c) and (d).

(a)(2) The Company and the Union agree to establish Special Maintenance classifications to include Mechanical, Electrical, Instrument, Helper and Utility Worker within the Nuclear Division.

- *Special Maintenance Employees may be scheduled to work eight (8) consecutive hours during any five (5) days per week provided those hours of work will coincide with the following established shifts:*

*7:30 a.m. to 3:30 p.m.*

*3:30p.m. to 11:30p.m.*

*11:30p.m. to 7:30a.m.*

*10:00 p.m. to 6:00a.m.*

- *The Company agrees that rest days for Special Maintenance employees will be consecutive.*
- *It is agreed that schedules may be changed with twenty-four (24) hours' advance notice; however, such changed schedules shall remain in effect for more than four (4) workdays.*
- *It is agreed that Special Maintenance personnel, in Nuclear Division, will be supervised by an appropriate Maintenance Lead ; i.e., Maintenance Mechanic under Maintenance Lead, Electrician under Chief Electrician, Instrument Mechanic will work for a Results Supervisor; the same as they do now i.e., the General Maintenance Leader will direct employees from the following disciplines; Mechanics, Machinist, Electricians, Utility Workers. In accordance with the current practice, Instrument and Control Specialists will work for the Results Supervisor; provided, however, that Instrument and Control Specialists, Health Physics and Operation employees, etc. may report to the General Maintenance Leader on an as needed basis.*

- *Special Maintenance employees in the classifications of craft workers and below shall not exceed a one to two ratio to the corresponding regular and itinerant classifications of craft workers and below on the payroll for the department.*
- *In the event of a temporary absence within a Special Maintenance classifications the Company agrees to temporarily relieve only from the personnel within the Special Maintenance classifications.*
- *Temporary vacancies in Operator shift schedules will not be filled by Special Maintenance employees.*
- *Special Maintenance personnel will not be scheduled to work any two (2) straight time workdays back to back; i.e., sixteen (16) continuous hours of work at the straight time rate.*
- *All Special Maintenance classifications in the Nuclear Division shall receive fifty cents (.50) per hour in addition to their regular hourly rate.*
- *For the purpose of overtime meals only, employees regularly assigned to a Special Crew will be considered as shift workers.*
- *When Special Maintenance Crews are posted, the initial regularly scheduled hours and work day will be included on the job posting. When a vacancy occurs at a location where there are more than one of the above mentioned crews, Special Crew employees at that work headquarters (except employees who possess special skills or qualifications as the company deems necessary) will be offered the opportunity to fill the vacancy in order of seniority. The remaining open shift will be posted.*

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

A schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented for non-shift personnel in Nuclear Energy. The (4) four days schedule will be inclusive of the employee's regular five (5) day workweek. This schedule will be implemented as deemed necessary by the Company with at least three (3) days notice and the company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement. During the start-up phase of new and re-powered power plants, this schedule may

apply to all employees at the site and may include either Saturday or a Sunday as part of their normal shift. Start-up phase is defined as beginning with the initial staffing of plant personnel and continuing until the units are declared "Commercial."

**Vacations:**

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

**Holidays:**

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

**Employee Illness - Death in Family - Serious Illness in Family:**

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

**Jury Duty - Court Service - Voting:**

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

**Meals:**

If an employee has not previously earned a meal, a meal will be earned after eleven (11) consecutive hours following their starting time and additional meals at five (5) hours interval thereafter, if they continue to

work. All other meals paid will be in accordance with paragraph 41 of the Memorandum of Agreement.

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

(b) (2) During the initial start-up of a unit(s), operators may be assigned to a schedule of eight (8) consecutive hours, (exclusive of meal time), per day until such time that a two (2) or three (3) shift operation schedule is established on that unit.

(b) (3) Except as provided in Paragraph 35(c), Operators or Helper when scheduled on maintenance and reassigned without notice to operations during the day shift will retain the same quitting time as maintenance employees and will be paid at the overtime rate for any time worked outside the work schedule for maintenance employees. Operators, when scheduled to work on the day shift in operations and are reassigned without notice to work in maintenance will be paid at the overtime rate for hours worked outside the work schedule for operating employees on the day shift.

(c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:

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

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

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

(c)(1) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours' prior notice) to handle jobs which will require more than four (4) days for completion on a rush basis. For the purpose of this paragraph, "rush basis" means the work will be scheduled at least six (6) days per week.

(c)(2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of four (4) days. An individual will not be required to work an assignment of this type more than one time during a pay period.

(d) A Watch Person may be assigned such schedules as work and duties may require and will be paid overtime for hours worked in excess of forty (40) hours per week.

(e) In connection with the overtime hours provisions of subparagraphs (a),(b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

- (1) All hours over forty (40) per work week.
- (2) All off schedule work.

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

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

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

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

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

## TWELVE (12) HOUR SHIFTS

### SCOPE:

The following changes are required to assure a cost-effective implementation of a twelve (12) hour shift schedule. This schedule will be offered at those locations selected by the Company. Seventy-five percent (75%) of the Bargaining Unit employees affected by the schedule change must vote in favor of the twelve (12) hour shift in order for implementation at that location. *At such time, the employees will select the hours of work (i.e., 6-6,7-7,8-8).* Voting will be administered

by the Chief Job Steward and the Supervisor at the affected location. The Company and Union will review this process each year to improve its effectiveness and either party may terminate the agreement at the end of the term of the contract period.

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

#### **Vacations:**

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

#### **Holidays:**

##### **Holiday Worked:**

- Employee receives eight (8) hours of holiday pay plus twelve (12) hours at one and one-half (1 1/2) times the employee's normal hourly rate.
- Employee scheduled off or employee requests to be scheduled off (Company grants request).
- Employee receives eight (8) hours of holiday pay, employee is allowed to choose vacation or "employee request" (unpaid) for the difference between the employee's normal schedule hours and the eight (8) hours holiday pay.

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

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

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

### **Jury Duty:**

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

### **Schedule of Work (Paragraph 35)**

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

(e) In connection with the overtime hours provisions of subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

- (1) All hours worked over thirty-six (36) hours in a three day work week.
- (2) All hours worked over forty (40) hours in a four-day workweek. Sick leave, vacation, and holiday hours will not be considered as hours worked for overtime purposes.
- (3) All hours worked outside regular schedule in any one (1) work day.
- (4) All hours worked on the employee's rest days.

For the purpose of training and other special needs, employees may occasionally be rescheduled to work five (5) consecutive days of

eight (8) consecutive hours (exclusive of meal time) per week between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

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

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

#### **Meals:**

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

#### **Thrift Plan:**

*Regarding the impact of 12-hour shifts on the Thrift Plan contribution, the Company's intent is to consider 80 hours worked per pay period as eligible for Thrift Company contributions. For the first week of the pay period, the 36 hours worked are eligible for Thrift Company contributions. For the second week of the same period, 44 hours of the 48 hours worked are eligible for Thrift Company contributions.*

*In order to accommodate employees, who work a 12-hour shift, it is incumbent upon those employees to record the hours worked correctly on the time report to capture the full 80 hours as "Thriftable" income.*

### **35.1 WORK ON SECOND REST DAY**

Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.

(b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest day and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal schedule.

### **37. ROTATING AND TRADING SHIFTS**

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

### **38. CALL-OUTS-PREARRANGED OVERTIME**

(a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:

- (1) a call-out if the employee has less than twelve (12) hours' notice,  
*or*
- (2) prearranged overtime if the employee has twelve (12) hours' or more notice.

(b) On a call-out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually worked shall be allowed.

(c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been

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

(d) On call-outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.

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

#### **41. MEALS-LODGING-TRANSPORTATION**

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be \$11.00.

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

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

(c) Pre-Arranged: Rest day or holiday: If an employee is pre-arranged to work on a scheduled day off and they begin work one and one-half (1-1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.

(d) Extended Hours: If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

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

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

(e) For pre-arranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.

(f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight. This includes the noon meal on the first day away from headquarters. This does not include the noon meal when the employee is not required to be away from headquarters overnight.

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

### **Lodging -Transportation**

(h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.

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

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

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

**OPTION 1:** Provide a per diem rate of \$85.00 (north region, PCC, PPN, PSN), \$95.00 (west region, PMT, PFM), \$110.00 from December 15 through May 31 and \$95.00 from June 1 through December 14 (south region, PSL, PMR, PRV, PPE, PFL, PCU, PTF, PTN) when the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

**OPTION 2:** The Company will reimburse reasonable lodging expenses, as validated by receipt, plus \$30.00 (increase to \$35.00 effective 11-1-01) (increase to \$38.00 effective 11-01-02) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

(h)(3) An employee required to work away from his/her regular headquarters, upon request, and upon the completion of his/her scheduled

work, be returned to his/her regular headquarters on Company time and expense, unless assigned at least (8) hours' work on his/her first day off.

(j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.

(k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

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

### **Special Training Schools Outside State of Florida**

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

(1) Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.

(2) Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.

(3) Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.

(4) Air fare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from

school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.

(5) The Company will pay lodging expenses.

(6) The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be thirty dollars (\$30) a day.

(7) The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

#### **44. DISTRIBUTION OF OVERTIME**

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

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

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

The Company will have no obligation to provide makeup overtime work to any employee as a result of the call-out, with less than one (1) hour's notice, or holdover of another employee. The Company shall have no obligation to provide makeup overtime work as a result of an assignment

to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification.

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

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

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

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

(2) When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision, by memo. These employees will be placed at one hour above the employee with the

greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b)(1). When an employee relieves outside of the bargaining unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.

- (3) If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call-out overtime, the employee shall be charged if they do not have a telephone. If the employee's phone is answered and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against apprentices who turn down overtime to attend apprentice training classes.
- (4) If an employee is sick, or on vacation, or on excused absence, and is offered overtime but refuses it, the employee will not be charged for the overtime refused. This is not to be interpreted as meaning that employee is not subject to call-back while on vacation, as provided in subparagraph 8(b) of this Agreement. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation.
- (5) At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero.
- (6) Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.

- (7) The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
- (8) If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

*The Company and Union have reviewed the letter from Darrell G. Eisenhutt (dated 7-31-80) IE Circular 80-02, regarding interim criteria for shift staffing and the hours license operators may work.*

*It is agreed, assignments made to the implementation of this criteria will be made in accordance with paragraph 44 (Distribution of Overtime) of the Memorandum of Agreement.*

*Signed by J.H.Niles for the System Council U-4 IBEW*

*Signed by R.L. Dees for Florida Power and Light Company*

### **Overtime Shift Splitting for Nuclear Operators**

The Company and the Union agree to the following provisions regarding operators overtime in the Nuclear Division:

- Overtime will be offered in four (4) hour blocks.
- An employee, working the first four (4) hours of overtime after the employee's scheduled shift, shall be offered the second four (4) hours of overtime prior to forcing another employee to work the second four (4) hours of overtime. It is more desirable for an employee to voluntarily work sixteen (16) hours than force another employee to work.
- Employees will only be asked to work four (4) hours of overtime before or after their normally scheduled shift .
- All hours worked must be consecutive.
- Employees will only be asked to work a maximum of twelve (12) consecutive hours per rest day, plus travel time, for call-outs.
- Exclusive of travel time, all hours worked, over a maximum of twelve (12) consecutive hours shall be paid at the double time rate.

- Except for rest days, employees cannot be asked or charged for hours not concurrent with their normally scheduled shift.
- Employees must have a minimum of eight (8) hours rest time between shifts.
- An employee may work sixteen (16) hours in a twenty four (24) hour period provided they have eight (8) consecutive hours off duty.

Example: An employee who works the last scheduled midnight shift and is off for eight (8) hours on day shift, can also work a peak shift.

- Except in the case of an emergency, the overtime list will not be run between the hours of 12:00 a.m. and 6:00 a.m.

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

## **HOLIDAY WORK BY NUCLEAR OPERATORS AND RADIATION PROTECTION TECHNOLOGISTS**

1. All qualified operators who are currently assigned to a rotating shift, and RPT's whose normal schedule falls on a holiday may be required to work that holiday on their assigned shift. If the company desires to reduce to a minimum shift complement on a shift by shift basis, those employees will be offered the opportunity to work or observe the holiday by seniority. Rolling by seniority from one shift to another will not be permitted. Special Crew and Regular RPT's will be considered as one classification for the purposes of this paragraph.

2. Operation personnel (excluding RPT's) working Monday through Friday with weekends off (i.e., support/relief, re-qualifications, etc.) will observe the company holiday.

3. Shift vacancies that occur on a day the Company observes as a holiday will be offered and filled in the following manner:

- Prearranged: The shift vacancy will be offered by seniority to the qualified employees who are observing their holiday on the day of the vacancy on a one shift per employee basis. In the event a vacancy still exists, it will be filled using the overtime list.

• Callout: The shift vacancy will be offered by seniority to personnel first from the shift reduced to minimum complement and who were required to observe the holiday, then using the overtime list.

#### **48. APPRENTICES IN ALL DEPARTMENTS**

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

(f) In the Electrician classification in all departments, the Mechanic and Instrument Mechanic classifications in the Production Department, and all corresponding Itinerant classifications, the ratio of apprentices to craft worker at any one (1) location shall not exceed: One (1) apprentice to one (1) craft worker; one (1) apprentice to two (2) craft workers; two (2) apprentices to three (3) craft workers; two (2) apprentices to four (4) craft workers; three (3) apprentices to five (5) craft workers; three (3) apprentices to six (6) craft workers; and above six (6) craft workers, the ratio will be one (1) to two (2). For the purpose of this clause, Chief Electricians, Machinists, General Maintenance Leader, and Crew Leader shall be considered craft workers.

(g) Ratios as set out in (f) shall be determined on the basis of the number of apprentices and corresponding craft workers on the payroll at a working headquarters. The temporary absence of craft workers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew. When an apprentice automatically promotes to craft worker, no contractual ratio will be affected by this promotion. However, the Company will correct the condition and restore proper ratio at its first opportunity.

(h) In all departments when an apprentice has been in the apprentice classification for more than two (2) years and is not competent to become a craft worker, the employee shall not be counted in the apprentice ratio.

(i) When an employee has served four (4) full years in the apprentice classification, the employee shall automatically be promoted to a craft worker classification at the employee's location, provided that the employee is fully qualified. Job Posting Procedure will not apply in the automatic promotion of apprentices.

(j) Based upon qualifications, an apprentice may perform work alone, outside of sight and sound of a craft worker. It is understood that the intent and application of this provision will apply in the following manner:

(1) The present method of assigning craft workers and apprentices will not be altered.

(2) When an apprentice is assigned to a craft worker and the craft worker feels the apprentice is qualified to work alone on a segment of the job assignment, the craft worker may assign the task to the apprentice.

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

- |   |                   |
|---|-------------------|
| • less than one year                              | bottom of bracket |
| • more than one year less than two full years     | 1st bracket       |
| • more than two years less than three full years  | 2nd bracket       |
| • more than three years less than four full years | 3rd bracket       |
| • four full years                                 | top of bracket    |

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

#### **48.1 PLANT ITINERANT**

(b) There may be established, in addition to Itinerant Mechanics, Itinerant Electricians and Itinerant Instrument Mechanics, the classification of Itinerant Instrument and Control Specialists, and Itinerant Machinists, in the Production Department. The ratio of employees in the above Itinerant classifications to the total of Company employees in the corresponding regular classifications shall not exceed

one (1) to one (1). The Machinist and Mechanic classifications shall be considered as one classification. Itinerant Machinists, Itinerant Mechanics, Itinerant Electricians and Itinerant Instrument and Control Specialists will be assigned headquarters in a specific Class "AA" Plant and will perform work as Machinists, Mechanics, Electricians, or Instrument and Control Specialists in various plants throughout the system when and as assigned.

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

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

(d) All Show-up/Itinerant personnel may be assigned to locations outside the areas specified in (b) above, in which case, they will receive expenses in accordance with Paragraph 41.

(e) Itinerant classifications will, for the purpose of overtime distribution, be considered in the corresponding regular classification. If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations of the Company and the Business Manager of the Union will work out a method for the purpose of correcting such inequity.

## **50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER**

(a) Any employee designated to substitute, relieve or work temporarily in a higher classification shall receive an additional 5% (five percent)

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

Utility Workers with journeyman qualifications as of the date of ratification will receive relieving pay based upon the relieving process in place prior to the 2000-2004 MOA.

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

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

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

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

(c)(1) With the exception of plant outages any individual employee relieving outside the bargaining unit will be limited to a total of three (3) months in any one (1) calendar year (unless mutually agreed to by the Company and Union).

(c)(2) Bargaining Unit personnel may temporary relieve into non bargaining positions for a period not to exceed (1) one month ((2) two months for Maintenance Planners) prior to the beginning of outages, during the outage and not to exceed one month after outages. Periods of time exceeding this may be agreed to by the Plant Manager and the President of the Local Union.

*(d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:*

- 1. The temporary clerical assignment shall last for a minimum of 20 workdays (any assignment of less than 20 days will be considered to be 20 days).*
- 2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to 120 work days in any given twelve month period. Once the use of temporary clerical personnel has reached 120 days (the time need not be consecutive) within a twelve-month period temporary clerical job will be discontinued, or an appropriate bargaining unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the 120-day period. As an example, two temporary clerks could work for 60 days in any given twelve month period or four temporary clerks could work 30 days in any given twelve month period.*
- 3. Temporary clerical personnel may be used to fill temporary vacancies within existing bargaining unit clerical classifications. Temporary vacancies will be determined when a bargaining unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies and vacations. The 120 workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Industrial Relations.*

4. *When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.*
5. *This will not change the manner in which injured employees may be assigned under paragraph 7(c) of the Memorandum of Agreement.*

## EXHIBIT "A" HOURLY WAGE SCHEDULES

## Nuclear Division

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>PLANT OPERATION</b>																	
(1) NUCLEAR WATCH ENGINEER(S)	31.95	31.95	32.62	32.62	33.19	33.19	33.77	33.77	34.36	34.36	34.96	34.96	35.48	35.48	36.01	36.01	N/A
(1) SR REACTOR CNTRL OPER (S)	30.66	30.66	31.30	31.30	31.85	31.85	32.41	32.41	32.98	32.98	33.56	33.56	34.06	34.06	34.57	34.57	N/A
(1) REACTOR CNTRL OPER(S)	29.28	29.28	29.89	29.89	30.41	30.41	30.94	30.94	31.48	31.48	32.03	32.03	32.51	32.51	33.00	33.00	N/A
(1) SR NUCLEAR PLANT OPER(S)	26.35	26.35	26.90	26.90	27.37	27.37	27.85	27.85	28.34	28.34	28.84	28.84	29.27	29.27	29.71	29.71	N/A
SR NUC PLANT OPER-B(S)	24.61	24.61	25.13	25.13	25.57	25.57	26.02	26.02	26.48	26.48	26.94	26.94	27.34	27.34	27.75	27.75	N/A
NUCLEAR OPERATOR(S)	23.81	24.61	24.33	25.13	24.77	25.57	25.22	26.02	25.68	26.48	26.14	26.94	26.54	27.34	26.95	27.75	.20
NUCLEAR PLANT OPER(S)	24.03	24.43	24.54	24.94	24.98	25.38	25.42	25.82	25.87	26.27	26.33	26.73	26.73	27.13	27.14	27.54	.20
NUCLEAR TURBINE OPER (S)	23.63	24.43	24.14	24.94	24.58	25.38	25.02	25.82	25.47	26.27	25.93	26.73	26.33	27.13	26.74	27.54	.20
ASSC NUCLEAR PLANT OPER (S)	21.12	21.57	21.57	22.02	21.96	22.41	22.35	22.80	22.75	23.20	23.16	23.61	23.51	23.96	23.87	24.32	.15
<b>MECH MAINT &amp; CONSTRUCTION</b>																	
GEN MAINT LDR - N	27.09	27.09	27.66	27.66	28.14	28.14	28.63	28.63	29.13	29.13	29.64	29.64	30.08	30.08	30.53	30.53	
MACHINIST	24.33	25.13	24.86	25.66	25.31	26.11	25.77	26.57	26.23	27.03	26.70	27.50	27.11	27.91	27.53	28.33	.20
MACHINIST TRAINEE	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37	.20
MECHANIC	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37	.20
APPR MECHANIC	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93	.15
<b>ELECT MAINT &amp; CONSTRUCTION</b>																	
GEN MAINT LDR - N	27.09	27.09	27.66	27.66	28.14	28.14	28.63	28.63	29.13	29.13	29.64	29.64	30.08	30.08	30.53	30.53	
ELECT PLANT - N	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37	.20
APPR ELECT PLANT - N	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93	.15

\* May be required to work as shift worker.

# EXHIBIT "A" HOURLY WAGE SCHEDULES

## Nuclear Division

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max		
<b>INSTRUMENT &amp; CONTROL</b>																		
I&C SPEC DGT - N	26.35	26.35	26.90	26.90	27.37	27.37	27.85	27.85	28.34	28.34	28.84	28.84	29.27	29.27	29.71	29.71		N/A
I&C SPEC - N	24.24	25.04	24.77	25.57	25.22	26.02	25.68	26.48	26.14	26.94	26.61	27.41	27.02	27.82	27.44	28.24		.20
APPR I&C SPEC - N	19.18	20.23	19.60	20.65	19.96	21.01	20.33	21.38	20.70	21.75	21.08	22.13	21.41	22.46	21.75	22.80		.15
<b>ITINERANTS</b>																		
I&C SPEC - N	24.24	25.04	24.77	25.57	25.22	26.02	25.68	26.48	26.14	26.94	26.61	27.41	27.02	27.82	27.44	28.24		.20
MECHANIC - N	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37		.20
ELECT PLANT - N	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37		.20
RAD PROT TECH *	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37		.20
APPR INST MECH - N	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93		.15
APPR MECHANIC - N	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93		.15
APPR ELECT - N	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93		.15
<b>GENERAL</b>																		
CREW LEADER	24.33	25.13	24.86	25.66	25.31	26.11	25.77	26.57	26.23	27.03	26.70	27.50	27.11	27.91	27.53	28.33		.20
RAD PROT TECH *	23.48	24.28	23.99	24.79	24.42	25.22	24.86	25.66	25.31	26.11	25.77	26.57	26.17	26.97	26.57	27.37		.20
JR RAD PROT TECH *	18.40	19.45	18.81	19.86	19.16	20.21	19.51	20.56	19.87	20.92	20.24	21.29	20.56	21.61	20.88	21.93		.15
OPER "A" CLERK STENO	15.02	19.22	15.42	19.62	15.67	19.96	16.11	20.31	16.47	20.67	16.83	21.03	17.15	21.35	17.47	21.67		.30
OPER "A" CLERK - N	14.87	19.07	15.27	19.47	15.61	19.81	15.96	20.16	16.31	20.51	16.67	20.87	16.98	21.18	17.30	21.50		.30
UTILITYWORKER - N	11.32	18.38	11.71	18.77	12.04	19.10	12.37	19.43	12.71	19.77	13.06	20.12	13.36	20.42	13.67	20.73		.50
TRUCK DRIVER HELPER	12.52	13.12	12.80	13.40	13.03	13.63	13.27	13.87	13.51	14.11	13.76	14.36	13.98	14.48	14.20	14.80		.15
HELPER	11.45	12.85	11.72	13.12	11.95	13.35	12.18	13.58	12.42	13.82	12.66	14.06	12.87	14.27	13.08	14.48		.20

\*May be required to work as shift worker.

## EXHIBIT "A" HOURLY WAGE SCHEDULES NUCLEAR DIVISION

### NOTES

- (1) Until the Nuclear Operator career program is fully implemented, an employee awarded a posted Reactor Control Operator classification will be paid at the Senior Nuclear Plant Operator rate until the employee receives the employee's Reactor Control Operators license. Senior Reactor Control Operators and Reactor Control Operators will be interchangeable.

These classifications will remain on one overtime list. However, should the Company be required to have a Senior Reactor Control Operator on duty at all times, then two (2) separate overtime lists will be established.

Reactor Control Operators will be reclassified as Senior Reactor Control Operators upon qualifying for a Senior Reactor Control Operator License.

It is understood that the Company retains the right to post either of these jobs as it deems necessary.

Operators who hold an active NRC license for the Turkey Point Nuclear Power plant will be paid an additional Area premium for each hour worked. This Area premium will start at fifty cents (.50¢) per hour, upon ratification of the contract and will increase by fifty cents (.50¢) per hour every six months up to a maximum of two dollars and fifty cents (\$2.50).

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

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

See schedule below.

**Nuclear Division craft workers and above, includes: .75¢/hr**

Nuclear Watch Engineer, Senior Reactor Control Operator, Reactor Control Operator, Senior Nuclear Plant Operator, Nuclear Plant Operator & Radiation Protection Technologist

**Below Nuclear Division craft worker, .50¢/hr includes:**

Associate Nuclear Plant Operator, Jr. Radiation Protection Technologist, A Clerk, A Clerk Steno, Apprentices & Utility Workers.

All full time maintenance employees in the classifications of Utilityworker and above that are assigned to a Nuclear Plant on a temporary basis, will receive fifty cents (50¢) premium for only those hours actually worked at that location.

The Radiation Protection Technologist in the Nuclear Division, who produce the required documentation to verify that they are NRRPT qualified will be paid a sixty (60¢) cent premium in addition to the employee's wage. Should the employee lose the NRRPT qualification the additional premium will be discontinued.

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

#### **(4) PRE-ENGINEERING DEGREE PROGRAM**

**Purpose:**

*To help employees obtain an AA degree in pre engineering. The program, initiated by the Nuclear Energy Department, is a management development effort to enhance operator performance and provide career opportunities. An on-site program is necessary, due to shift work, overtime and inaccessibility to a local four-year college that offers an engineering degree.*

*Participation:*

*Participation is open to on-site FPL employees who meet the requirements of local college(s) offering classes. Participation is strictly voluntary. To address the NRC's concern, operations personnel will be given first opportunity for enrollment. Remaining course seats may be filled by other eligible personnel. Prior to the start of classes, employees will be notified of a registration period at which time they may volunteer to enter the convening classes to fill the remaining seats. If the number of volunteers exceeds the number of remaining seats, the participants will be randomly selected until all seats are filled. Participation may be limited due to resource and facility constraints.*

*Location:*

*Classes will be offered in the Nuclear Training Facilities at each nuclear site. Registration for classes will be conducted at nuclear sites.*

*Cost:*

*FPL will pay tuition and books for all program enrollees. FPL will also pay overhead fees associated with an on-site program.*

*Tax Consequences:*

*Current legal interpretation is that tuition and books paid by FPL on behalf of employees is a benefit and, therefore, is taxable—much like the Education Assistance Program where tuition reimbursement is taxed at an other earnings rate of 27.51% (20% other earnings tax and 7.51% FICA tax). Based on Congress' decision at the end of the year regarding company sponsored tuition assistance, these monies may be refunded.*

*Attendance:*

*In some cases work schedules may conflict with class schedules. Program participants will not be released from work to attend any classes. However, to minimize these potential conflicts, the same class will be scheduled more than once each day. In addition, classes will most likely be suspended during plant outages and will resume upon return to power operation.*

*Compensation:*

*Time spent attending class, studying, preparing for a class, etc. will not be paid by FPL. Should the NRC mandate Nuclear Operators to*

*obtain a degree in order to remain as a Nuclear Operator the Company agrees to meet and discuss with the Union the impact of such requirement on the Bargaining Unit.*

**Absences:**

*It is the student's responsibility to contact the instructor for class information, in the event of a class absence.*

**Participant Agreement:**

*Students will sign an agreement with FPL that will allow the local college(s) to release grades to FPL. This information shall only be evaluated to determine the participant's progress in the program.*

**Grades:**

*Program participants are expected to obtain grades of C or better.*

**Continuation of Program:**

*FPL may discontinue or modify the program at any time. If it becomes necessary to terminate the program the Company agrees to notify the Union of the reasons for such termination. If this program is successful, the Company will give consideration to offering a similar program at other locations.*

## **(5) NUCLEAR DIVISION BACHELOR OF SCIENCE COLLEGE DEGREE PROGRAM**

**Purpose:**

*To provide Nuclear Division employees with an opportunity to gain greater technical knowledge and understanding of the Nuclear sciences and, in turn, enhance their career opportunities within the Nuclear Division.*

**Program:**

*The University of Maryland University- College (UMUC) will offer courses leading to a Bachelor of Science in Nuclear Science. The program includes courses in physics, calculus, nuclear engineering and management. This program presented by UMUC is based on the understanding that a participating student already has attained a two-year degree or is presently, or has had, a prior college level background with satisfactory progression.*

*Participation:*

*Participation is open to Nuclear Division employees who meet the academic screening requirements of UMUC. Participation is strictly voluntary. Screening includes pre-entry testing. If the number of eligible personnel, after the screening, exceeds the UMUC recommended class size, the Nuclear Division will maintain a waiting list and will draw from this list as space becomes available.*

*Delivery:*

*The program makes use of independent learning along with occasional faculty on-site visits.*

*Cost:*

*FPL will pay tuition and books for all program participants. FPL and the student will share in the cost of a computer for home study. If the student fails to maintain the academic criteria or leaves the program during their first two years, the student may be responsible for paying 100% of the computer cost.*

*Compensation:*

*Time spent completing course work (classroom and self-study) will not be paid by FPL. Should the NRC mandate Nuclear Operators to obtain a degree in order to remain as a Nuclear Operator, the Company agrees to meet and discuss with the Union the impact of such requirement on the Bargaining Unit.*

*Grades:*

*Students will be expected to meet the UMUC academic standards.*

## **FIRE BRIGADE INSURANCE**

Employees in the Nuclear Departments who are assigned to the Fire Brigade will receive an additional \$150,000 life insurance coverage. This coverage will be in effect only when in training for Fire Brigade or actively fighting a fire.

## **EXHIBIT "A" SHIFT DIFFERENTIALS**

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

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 4:00 p.m. and 12:00 midnight, the employee shall receive a shift differential of sixty cents (60¢) per hour for all hours actually worked in such shift.

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00 a.m., (this includes the 6:00 p.m. to 6:00 a.m. shift on the twelve (12) hour schedule), the employee shall receive a shift differential of seventy-five cents (75¢) per hour for all hours actually worked on such shift.

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

## **MISCELLANEOUS – NUCLEAR**

### **CLEANING POLICY IN CLASS "AA" PLANTS**

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

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

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

### **NEW OPERATIONS CLERK "A" JOBS IN POWER PLANTS**

It has been agreed that the classification of Operations Clerk "A" will be established in

Class "AA" Power Plants with the following understanding:

- (1) The first Clerk in each "AA" Plant will be an "A" Clerk.
- (2) The Stores policy in "AA" Plants will be the same as is now

being followed in the Transmission-Distribution Department. The Operations Clerk "A" will perform Stores work in addition to the employee's other duties until such time as the Stores work becomes a full-time job and the Stores Department assigns a regular Stores employee to handle the work. When such Stores employee is assigned, the Operations Clerk "A" may assist the regular Stores employee.

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

### **WELDING OF ALUMINUM BUS STRUCTURE**

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

### **NUCLEAR DIVISION ADDENDUM - NUCLEAR OPERATIONS CAREER PATH**

The intent of the nuclear operations career path is to bring personnel into the entry level non-licensed *classifications*. Through a series of instructional modules and operating experience steps, an individual will promote to the highest non-licensed operator position. The classification progression will begin at the Associate Nuclear Plant Operator (ANPO) level and will progress through Nuclear Plant Operator (NPO) to Senior Nuclear Plant Operator (SNPO).

Progression to Reactor Control Operator (RCO) will be as follows:

- Volunteers from qualified SNPO's by seniority.
- If the RCO training class cannot be filled by volunteers, then:

- Qualified SNPO's will be notified of the convening date of the RCO training class by time within the classification.
  - A qualified SNPO may decline to enter RCO training and will be given 6 months to bid or roll where qualified.
- An individual deficient in RCO training will be provided remedial training and a second opportunity to qualify as RCO. If the second attempt is unsuccessful, the individual will be given six (6) months to bid or roll where qualified.
  - A SNPO Grade B will maintain the same qualifications as a SNPO, but will not have to progress to a licensed position. A SNPO Grade B will be paid at the topped out Nuclear Operator rate. At no time, can more than 20% of the authorized non-licensed operator complement hold SNPO Grade B positions, including incumbents. (See Note 1.)
  - Grand Fathered Incumbent Operators will be covered as follows:
    - *Incumbent Operators that are qualified SNPO's or qualify as SNPO's in the future shall not be required to progress to RCO. Incumbent Operators that do not qualify as SNPO's shall return to the classification they are qualified to perform and shall be allowed to remain in this position until they vacate the position.*
    - *Incumbent Operators that accept to enter Career Path shall receive SNPO pay.*
    - *Incumbent operators that do not opt into the Career Path will be grandfathered in the present position they are qualified to perform until they vacate the position.*
    - *POSS screening criteria for ANPO will be an aptitude 11 and overall 9 score.*

However, entry into training for this position will depend upon staffing requirements for licensed personnel. A screening system, similar to that presently used for RCO candidates, including a medical examination to assure qualification for all duties within the career path, will be used at the entry level. An individual who does not pass the screening examination must wait one year and complete remedial training to eliminate academic deficiencies. Such a program must be completed on the employee's own time.

Trainees for the Instructional Module classes will normally be drawn from the personnel within the next lower classification. The size of these classes will be determined by the number of personnel in excess of the minimum complement established by the Company, required to operate the plant. Selection of trainees will be made on the basis of Paragraph 17 of the Memorandum of Agreement.

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

Advancement to the next higher classification will occur after successful completion of the Instructional Module for that classification. When all training and qualification requirements are met, the individual will be promoted. While in trainee status, wages will be at a rate for the next lower classification except for ANPO training for which the trainee receives ANPO wages. Progression from ANPO to SNPO will be based on performance and completion of all required training. If the appropriate training is not made available within twenty (20) months of qualification as ANPO or within twenty (20) months of qualification as NPO respectively, the employee will be promoted to the next level. RCO classes will begin based on the number of licensed operators required. A maximum time will not be applicable for progress from SNPO to RCO.

An employee who progresses to the above mentioned classifications must remain in the Nuclear Career Path for one (1) year or roll where qualified, with the inability to bid back into career path. An individual may bid out of the Nuclear Career Path at any time but not reenter.

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

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

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

A licensed operator, after one (1) year in the classification who does not accomplish re-qualification objectives will revert back to the SNPO classification. A trial period and a program outline will be provided to successfully complete the required training. An individual who does not successfully complete this program may remain at the SNPO classification. A licensed operator who does not wish to maintain the NRC license may also revert to and remain at the SNPO classification. *An RCO that bids an ANPO position will be paid at the license rate until his/her license expires. Then he/she will be paid at the rate of SNPO.*

Qualified personnel from other classifications who complete the screening requirements successfully will be permitted to enter the Operations career path at the ANPO level. Such personnel will retain their current rate of pay, or the ANPO rate, whichever is higher.

NOTE 1: In exceptional circumstances, the Plant General Manager and the Local Union President may agree to an increase in the percentage for a specific time period.

## **License Retention Compensation Program Nuclear Plants**

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

- *Upon NRC Certification for an initial RO license, the recipient will receive a one time \$2,000.00 payment.*
- *Upon NRC Certification for an initial SRO license, the recipient will receive a one time \$3,000.00 payment.*

- *Upon NRC Certification for an initial RO license upgrade to an SRO license, the recipient will receive a one time \$1,000.00 payment.*
- *Upon successful completion of the annual requalification examination, the individual will receive the annual payment in accordance with the attachment.*
- *The tri-annual license payment will be made if the license is retained, six (6) months following the third successful annual requalification certification.*
- *Should an individual fail the annual RO/SRO requalification examination and then take remedial training and successfully pass the retest, he/she shall forfeit fifty percent (50%) of the annual requalification payment.*
- *Should an individual fail the annual RO/SRO requalification examination the second time and be removed from the program, he/she shall forfeit one hundred percent (100%) of the annual requalification payment.*
- *Should an individual leave the licensed position except as noted below, he/she shall forfeit one hundred percent (100%) of all payments.*
- *Should an individual be required to vacate his licensed position due to medical reasons, disability or retirement, the accumulated amount will be prorated by the Plant Manager.*
- *Should an individual be promoted or transferred at the Company's request, the accumulated amount will be prorated by the Plant Management.*
- *Should an individual upgrade an RO license to an SRO license, the payments will be prorated by the Plant Management.*
- *All payments shall be authorized by the Plant Manager or the Site Vice President.*
- *The program, as amended, is effective as of January 1, 1993.*

## LICENSE RETENTION COMPENSATION PROGRAM

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

	Initial License	1 <sup>st</sup> Requal Payment	2 <sup>nd</sup> Requal Payment	3 <sup>rd</sup> Requal Payment	St. Lucie 6 Months After 3 <sup>rd</sup> Requal	Turkey Pt. 6 Mos. After 3 <sup>rd</sup> Requal
RO License on shift	\$2,000	\$2,000	\$2,000	\$2,000	\$9,000	\$14,000
SRO License on shift	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000	\$20,000

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

## TEMPORARY EMPLOYEES

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

*A temporary employee will receive wages, overtime pay and meals as provided for in this agreement and will be entitled to holidays with pay provided he works the scheduled work day before and the scheduled work day following the holiday. Temporary employees will be paid at the minimum rate of the assigned classification outlined in Exhibit "A", any exception must be mutually agreed upon by the Plant Manager and the Local Union President and will receive no other benefits except those outlined in this Memorandum of Understanding. Temporary employees will not receive Nuclear premium pay. The provisions of the MOA Paragraph 27 will apply to temporary employees as it relates to this paragraph.*

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

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

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

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

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

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

- Temporary employees will receive twenty four (24) hours notice of a schedule change.*
- Temporary employees will receive a forty (40) hour work week, except first and last week or time off for personnel business, sick leave, etc.*
- Schedule changes will not prevent overtime or straight time loss of pay.*
- Schedule changes without penalty when gaining access, failure of access training and late arrival for employment.*
- Temporary employees can work a 35C shift and will not receive 35C shift differential.*
- Temporary employees may work on the non 35C unit after all regular available employees on the shift. Temporary employees*

*will receive premium pay for such work. Temporary employees in the Utilityworker classification may work as Special Crew after all regular Utilityworker have been offered that work. Temporary employees will not receive Special Crew premium.*

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

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

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

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

## **OPERATORS STANDARD CLOTHING - NUCLEAR PLANTS**

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

- (1) The Company will provide each operator seven (7) sets of standard clothing (pants and shirts) at no cost to the employee and the Company will specify the colors, styles and design.
- (2) The Company will also provide each operator two (2) jackets for inclement weather conditions.
- (3) The Company will pay each operator monthly a twenty five dollar (\$25) cleaning allowance.
- (4) The Company will provide for the required alterations of the clothing.
- (5) Emblems, logos or patches shall not be attached to the standard clothing.
- (6) The Company will repair or replace the clothing on an "as needed" basis when damaged in the performance of duty, normal wear and tear or defects in the material or workmanship. The employee shall be required to reimburse the Company for any loss or damage to the clothing caused by negligence from off the job activity.
- (7) The Company will replace the clothing when it becomes worn in appearance or no longer fits the employee.
- (8) The Company will provide maternity style clothing to employees as necessary.

## **JUNIOR RADIATION TECHNOLOGIST - TRAINING AGREEMENT**

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

### **(1) TEST FAILURE PROCEDURE:**

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

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

**Final Retest Step:** The coordinator and instructor meet with the trainee:

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

**Final Test Failure:** *If an individual fails the final retest, a meeting is held with the Junior Radiation Technologist training coordinator, a job steward and the trainee:*

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

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

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

## (2) OVERTIME

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

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

(4) Junior Radiation Technologist's will be allowed to perform any duties that industry regulations will allow.

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

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

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

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

### **INSTRUMENT CONTROL SPECIALIST - DIGITAL NUCLEAR TRAINING CENTER**

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

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

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

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

To facilitate maintenance and trouble work on the security computers and security systems at Turkey Point Nuclear Plant, the Company and the Union agree that a minimum complement of three (3) Instrument and Control Specialist and four (4) Instrument and Control Specialist Digital personnel will be specifically designated as "security maintenance" on the overtime list. Those personnel designated as "security maintenance" will be considered for security overtime work prior to considering the remaining employees on the overtime list.

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

#### **AIR CONDITIONING WORK AGREEMENT**

At least ten (10) regular full-time Florida Power & Light Electricians will be selected by seniority to attend the required training, from shifts designated by the Company. The regular full-time Florida Power & Light Electricians chosen must be on the Electrical Maintenance overtime list.

All training will be performed on Company time. Employees assigned to training may have their schedules changed to coincide with the training class.

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

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

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

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

## **COMPOSITE CREWS**

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

- The Company and the Union agree to establish a classification of General Maintenance Leader in the Nuclear Division. It is intended that the General Maintenance Leader will be recognized as the person in charge and the most accountable individual toward accomplishing quality and efficient work objectives.
- Composite crews will not be assigned watch standing duties generally assigned to operating personnel.
- While performing assignments, an employee may perform incidental cross occupational work, provided it is within the employee's capabilities. The employee has the right and responsibility to refuse to perform such work, if it is outside the employee's capabilities.
- Craft workers that are not performing assignments of a composite nature will be assigned work within their own craft skill except in an emergency.
- The number of composite crews and make up of crews will be determined by management.

- Initially, all of the existing individuals in the Chief Electrician and Maintenance Foreman classification (including special crew) will be converted to General Maintenance Leader.
- All General Maintenance Leaders will be carried on the same overtime list. The individuals on this overtime list will carry a letter designation for one discipline specialty; i.e., M-Mechanical, E-Electrical. Overtime for a specific discipline only will be distributed to the low overtime person with the discipline designation appropriate to that work. If unable to fill the overtime assignment in this manner then the overtime will be offered to anyone on the list in order of position on the overtime list. Overtime that requires multi-discipline tasks will be distributed without using the designation letter.
- Training for General Maintenance Leader and personnel relieving into General Maintenance Leader will be given to the employee by the Company. This training will be on company time. Upon completion of the required training the General Maintenance Leader will begin directing the composite crews assigned to that employee.
- While directing tasks that require multiple disciplines (composite crews), the General Maintenance Leader will direct employees from the following disciplines: Mechanics, Machinists, Electricians and Utility Workers. Instrument and Control Specialists, Health Physics employees and Operators may report to the General Maintenance Leader on an as need basis.
- Special Crew General Maintenance Leader will be paid the appropriate Special Crew premium.
- Temporary relieving into the General Maintenance Leader classification will be from the specialty discipline from which the General Maintenance Leader is normally assigned. Temporary relieving on Special Crew will be from the Special Crew Craft Workers.

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

#### **USE OF TOOLS BY NUCLEAR OPERATORS**

The Company and the Union agree to the following conditions to enhance the work process of the Nuclear Division Plant Operators upon ratification of the contract. The following job functions can be performed by the Nuclear Division Plant Operators upon their successful

completion of the required special training. This special training will not include training to perform preventative maintenance or equipment repair. The scope of the additional Nuclear Division Plant Operators job functions are as follows:

a) Drains and Vents

- installation and removal of drains and vent caps of one (1) inch internal diameter or less
- installation and removal of drain and vent rigs on piping of one (1) inch internal diameter or less

b) "Swagelock" type caps

- installation and removal of "Swagelock" type equipment to be performed in conjunction and with procedures and/or clearances.
- installation and removal of test equipment to be connected to "Swagelock" type fittings.

c) Oils added for the purpose of maintaining the normal equipment operating levels

d) Lubrication of manual valve stems (without a greasegun)

e) Replacement of incandescent light bulbs

f) Strainers (Saint Lucie site specific)

- chemical equipment and laundry strainers

g) Equipment

- provide the necessary tools to complete assigned tasks
- storage area for tools and equipment needed

Nuclear Division Plant Operators may work on their normal days off, in accordance with paragraph 44 of the Memorandum of Agreement, for the purpose of installation and removal of drain and vent rigs.

Additional specific tasks, not listed above, may be agreed to by the Plant Manager and the Local Union President in writing. These additional tasks, may be rescinded in thirty (30) days by either party, with written notice of their intent.

## **WELDING CERTIFICATION NUCLEAR**

*The Company agrees to pay fifty cents (\$.50) per hour skill premium to those Mechanic type positions and Machinists who are certified by the Company and physically able to perform all aspects of this type work.*

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

*Mechanics, Itinerant Mechanics, Itinerant Machinist, Machinists, will be eligible for this certification.*

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

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

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

## **ICS-DIGITAL NUCLEAR**

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

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

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

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### 35. SCHEDULES OF WORK

(a)(1) The regular schedule of non-shift employees in Power Generation Division will be five (5) consecutive days of eight (8) consecutive hours (exclusive of meal time) per week, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday except as provided in subparagraphs (a)(6), (c) and (d).

(a)(2) The Company and the Union agree to establish Special Maintenance classifications to include mechanical, electrical, instrument and utility worker within Power Generation Division.

- *Special Maintenance Employees may be scheduled to work eight (8) consecutive hours during any five (5) days per week provided those hours of work will coincide with the following established shifts:  
7:30 a.m. to 3:30 p.m.  
3:30 p.m. to 11:30 p.m.  
11:30 p.m. to 7:30 a.m.  
10:00 p.m. to 6:00 a.m.*
- *The Company agrees that rest days for Special Maintenance employees will be consecutive.*
- *It is agreed that schedules may be changed with twenty-four (24) hours advance notice; however, such changed schedules shall remain in effect for more than four (4) workdays.*
- *It is agreed that Special Maintenance personnel, in Power Generation Business Unit, will be supervised by a Special Crew Maintenance Leader.*
- *Special Maintenance employees in the classifications of craft workers and below shall not exceed a one to two ratio to the corresponding regular and itinerant classifications of craft workers and below on the payroll for the department.*
- *In the event of a temporary absence within a Special Maintenance classifications the Company agrees to temporarily relieve only from the personnel within the Special Maintenance classifications.*
- *Temporary vacancies in Operator shift schedules will not be filled by Special Maintenance employees.*

- *Special Maintenance personnel will not be scheduled to work any two (2) straight time workdays back to back; i.e., sixteen (16) continuous hours of work at the straight time rate.*
- *All Special Maintenance classifications in the Production Department shall receive fifty cents (.50) per hour in addition to their regular hourly rate.*
- *For the purpose of overtime meals only, employees regularly assigned to a Special Crew will be considered as shift workers.*
- *When Special Maintenance Crews are posted, the initial regularly scheduled hours and work day will be included on the job posting. When a vacancy occurs at a location where there are more than one of the above mentioned crews, Special Crew employees at that work headquarters (except employees who possess special skills or qualifications as the company deems necessary) will be offered the opportunity to fill the vacancy in order of seniority. The remaining open shift will be posted.*

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

##### **Scope:**

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

##### **Vacations:**

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

**Holidays:**

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

**Employee Illness - Death in Family - Sickness in Family:**

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

**Jury Duty - Court Service - Voting:**

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

**Meals:**

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

**TWELVE (12) HOUR SHIFTS****Scope:**

The following changes are required to assure a cost-effective implementation of a twelve (12) hour shift schedule. This schedule will be offered at those locations selected by the Company. Seventy-five percent (75%) of the Bargaining Unit employees affected by the schedule change must vote in favor of the twelve (12) hour shift in order for implementation at that location. At such time, the employees will select the hours of work (i.e., 6-6,7-7,8-8). Voting will be administered by the Chief Job Steward and the Supervisor at the affected location. The Company and Union will review this process each year to improve its effectiveness and either party may terminate the agreement at the end of the term of the contract period.

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

#### **Vacations:**

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

Shift employees in the Power Generation Business Unit working twelve (12) hour shifts may carry a portion of this vacation into December to offset any time lost due to holidays and unused vacation set aside and not used will be carried over to the next year.

#### **Holidays:**

##### **Holiday Worked:**

- Employee receives eight (8) hours of holiday pay plus twelve (12) hours at one and one-half (1 1/2) times the employee's normal hourly rate.
- Employee scheduled off or employee requests to be scheduled off (Company grants request).
- Employee receives eight (8) hours of holiday pay, employee is allowed to choose vacation or "employee request" (unpaid) for the difference between the employee's normal schedule hours and the eight (8) hours holiday pay.

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

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

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

### **Jury Duty:**

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

### **Schedule of Work (Paragraph 35)**

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

(e) In connection with the overtime hours provisions of subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

- (1) All hours worked over thirty-six (36) hours in a three day work week.
- (2) All hours worked over forty (40) hours in a four-day workweek. Sick leave, vacation, and holiday hours will not be considered as hours worked for overtime purposes.
- (3) All hours worked outside regular schedule in any one (1) work day.
- (4) All hours worked on the employee's rest days.

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

*It is understood that twelve hour shift schedules were negotiated to provide the employees that elected to work them with a minimum of eighty and one half (80 1/2) equivalent straight time hours in any two week pay period.*

*The anticipated schedule was thirty-six (36) hours in the first week and forty-three (43) hours in the second week. This schedule would provide eighty and one half (80 1/2) equivalent straight time hours.*

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

**Meals:**

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

**Thrift Plan:**

*Regarding the impact of 12-hour shifts on the Thrift Plan contribution, the Company's intent is to consider 80 hours worked per pay period as eligible for Thrift Company contributions. For the first week of the pay period, the 36 hours worked are eligible for thrift Company contributions. For the second week of the same period, 44 hours of the 48 hours worked are eligible for Thrift Company contributions.*

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

(b)(1) The regular schedule of operating employees in Power Plants and all departments regularly scheduled to work in shifts (either overlapping shifts, two-shift or three-shift operation) will be five (5) days of eight (8) consecutive hours per week provided, however, that the regular schedules may be changed upon twenty-four (24) hours advance notice. The schedule of any shift individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee's supervisor. Sunday and holiday work may be regularly scheduled, however, whenever possible, rest days shall

be consecutive. It is further agreed that during periods when units are "off-line" and not needed to meet system load requirements that operators on shift may perform maintenance as directed by the Production Leader.

(b)(2) During the initial start-up of a unit(s), operators may be assigned to a schedule of eight (8) consecutive hours, (exclusive of mealtime), per day until such time that a two (2) or three (3) shift operation schedule is established on that unit.

(b)(3) Except as provided in Paragraph 35(c), Operators or Utility Worker when scheduled on maintenance and reassigned without notice to operations during the day shift will retain the same quitting time as maintenance employees and will be paid at the overtime rate for any time worked outside the work schedule for maintenance employees. Operators, when scheduled to work on the day shift in operations and are reassigned without notice to work in maintenance will be paid at the overtime rate for hours worked outside the work schedule for operating employees on the day shift.

(c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:

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

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

The overtime list will be used to make assignments unless the entire classification is being assigned equivalent hours, or no overtime work is planned. Such rescheduled employees may be assigned to any shift

needed, and will be paid the equivalent of the operator's shift differential. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hours notice was not given, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate until the expiration of the twenty-four (24) hours notice. Such rescheduled employees will be paid at their respective overtime rates plus appropriate shift differential for any work done on their respective normal days off.

(c)(1) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours' prior notice) to handle jobs which will require more than four (4) days for completion on a rush basis. For the purpose of this paragraph, "rush basis" means the work will be scheduled at least six (6) days per week.

(c)(2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of four (4) days. An individual will not be required to work an assignment of this type more than one time during a pay period.

(d) A Watch Person may be assigned such schedules as work and duties may require and will be paid overtime for hours worked in excess of forty (40) hours per week.

(e) In connection with the overtime hours provisions of subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

(1) All hours over forty (40) per work week.

(2) All off schedule work.

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

(f) For planned work involving overtime in PGD, schedules for non-shift employees shall be considered changed when both the starting and

stopping times are changed for two (2) consecutive days or more regardless of the number of hours worked per day. In these cases, the first eight (8) hours within the period 7:00 a.m. to 6:00 p.m. shall be the regular schedule.

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

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

### **35.1 WORK ON SECOND REST DAY**

(a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.

(b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest day and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal schedule.

### **37. ROTATING AND TRADING SHIFTS**

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

### **38. CALL-OUTS-PREARRANGED OVERTIME**

(a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:

- (1) a call-out if the employee has less than twelve (12) hours' notice, or
- (2) prearranged overtime if the employee has twelve (12) hours' or more notice.

(b) On a call-out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually worked shall be allowed.

(c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours' notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours' pay at one and one-half (1-1/2) times the employee's straight-time hourly rate. If an employee who has no telephone is notified of a cancellation less than seven (7) hours prior to the starting time of the overtime, the employee will receive one (1) hour's pay at one and one-half (1-1/2) times the employee's straight-time hourly rate. For purposes of this subparagraph, if an employee has a pending application for a phone, or if the employee has listed with the company a phone number where the employee may be contacted, the employee shall be considered as if the employee has a telephone.

(d) On call-outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.

(e) Any employee called out before the employee has had eight (8) consecutive hours off duty since the end of the employee's last scheduled

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

#### **41. MEALS-LODGING-TRANSPORTATION**

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be \$11.00.

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

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

(c) Pre-Arranged: Rest day or holiday: If an employee is pre-arranged to work on a scheduled day off and they begin work one and one-half (1-1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.

(d) **Extended Hours:** If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

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

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

(e) For pre-arranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.

(f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight. This includes the noon meal on the first day away from headquarters. This does not include the noon meal when the employee is not required to be away from headquarters overnight.

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

## **LODGING-TRANSPORTATION**

(h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.

(h)(1) When an employee works temporarily at some location (more than sixty-five (65) miles) other than the employee's regular headquarters, travel from regular headquarters to new headquarters and return shall be on Company time and expense.

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

(h)(2) The Company will furnish the employee a listing of preferred area hotels, with phone numbers, prior to the assignment. Travel expenses

will be reimbursed using one of the following options. It is understood Option 1 is the usual level of benefit.

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

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

OPTION 1: Provide a per diem rate of \$85.00 (north region, PCC, PPN, PSN), \$95.00 (west region, PMT, PFM), \$110.00 from December 15 through May 31 and \$95.00 from June 1 through December 14 (south region, PSL, PMR, PRV, PPE, PFL, PCU, PTF, PTN) when the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

OPTION 2: The Company will reimburse reasonable lodging expenses, as validated by receipt, plus \$30.00 (increase to \$35.00 effective 11-1-01) (increase to \$38.00 effective 11-01-02) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

(h)(3) When an employee works more than sixty-five (65) miles from the employee's regular headquarters, shall upon request, and upon the completion of the employee's scheduled week, be returned to the employee's regular headquarters on Company time and expense, unless assigned at least eight (8) hours' work on the employee's first day off.

(i) When an employee works temporarily at a location within sixty-five (65) miles of the regular work headquarters the Company will:

- Provide for mileage each day during the assignment. Provide for travel time to the temporary location the first day of the assignment and return on the last day of the assignment. This will be in lieu of the mileage premium below for these days.
- Meals paid only as earned under the meal provision of the Memorandum of Agreement.
- Fifteen dollars (\$15) per day will be paid for assignments over fifty (50) miles up to sixty-five (65) miles.

- Travel between PFM, PMT, and the travel between PPN, PSN, and PCC will be in accordance with this provision as if the locations were within sixty five (65) miles of each other, with the appropriate mileage paid. Twenty dollars (\$20) per day will be paid for these assignments over sixty-five (65) miles. This payment is in lieu of the fifteen dollars (\$15) dollars mentioned above.

Travel of classifications to PTF and PCU between the two locations will be done in the following manner:

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

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

(j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.

(k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

### **SPECIAL TRAINING SCHOOLS OUTSIDE STATE OF FLORIDA**

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

(1) Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.

(2) Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.

(3) Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.

(4) Air fare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.

(5) The Company will pay lodging expenses.

(6) The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be thirty dollars (\$30) a day.

(7) The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

#### **44. DISTRIBUTION OF OVERTIME**

*(a) Separate overtime lists will be established in PGD for the following classifications for each work location:*

- *Production Leader*
- *Production Technicians, Production Specialist, and Shift Technicians*
- *Maintenance Leaders*
- *Maintenance Technicians, including ICS digital*
- *Itinerant Maintenance Leader including Specials*
- *Itinerant Maintenance Technicians including Specials*
- *Crew Leaders*
- *Maintenance Workers*
- *Maintenance Assistant*
- *Utility Workers*

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

Overtime records at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime assignments during the period were made in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all overtime assignments in the period were made in

accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

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

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

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

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

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

- (1) Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one hour more overtime than the high overtime employee in each classification. All overtime hours worked by the

employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list, except as provided in Memorandum of Agreement 48.1(b) "Itinerant Crews" and Memorandum of Understanding Paragraph 4 "Assignment of Plant Maintenance Personnel". Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

- (2) When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision, by memo. These employees will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b)(1). When an employee relieves outside the bargaining unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.
- (3) If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call-out overtime, the employee shall be charged if they do not have a telephone. If the employee's phone is answered and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked

unless they are sick or on excused absence. Overtime will not be charged against apprentices who turn down overtime to attend apprentice-training classes.

- (4) If an employee is sick, or on vacation, or on excused absence, and is offered overtime but refuses it, the employee will not be charged for the overtime refused. This is not to be interpreted as meaning that employee is not subject to call-back while on vacation, as provided in subparagraph 8(b) of this Agreement. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation.
- (5) At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero.
- (6) Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
- (7) The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
- (8) If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

## **TRAVELING CREW -POWER GENERATION**

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

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

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

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

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

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

Relieving:

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

#### 48. APPRENTICES IN ALL DEPARTMENTS

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

(f) In the Maintenance Technician/E, Maintenance Technician/ M, Maintenance Technician/I and classifications in the Production Department and all corresponding *Itinerant* classifications, the ratio of apprentices to craft worker at any one (1) location shall not exceed: One (1) apprentice to one (1) craft worker; one (1) apprentice to two (2) craft workers; two (2) apprentices to three (3) craft workers; two (2) apprentices to four (4) craft workers; three (3) apprentices to five (5) craft workers; three (3) apprentices to six (6) craft workers; and above six (6) craft workers, the ratio will be one (1) to two (2). For the purpose of this clause, Machinists, Maintenance Leader, shall be considered craft workers.

(g) Ratios as set out in (f) shall be determined on the basis of the number of apprentices and corresponding *craft workers* on the payroll at a working headquarters. The temporary absence of craft workers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew. When an apprentice automatically promotes to craft worker, no contractual ratio will be affected by this promotion. However, the Company will correct the condition and restore proper ratio at its first opportunity.

(h) In all departments when an apprentice has been in the apprentice classification for more than two (2) years and is not competent to become a craft worker, the employee shall not be counted in the apprentice ratio.

(j) When an employee has served four (4) full years in the apprentice classification, the employee shall automatically be promoted to a craft worker classification at the employee's location, provided that the

employee is fully qualified. Job Posting Procedure will not apply in the automatic promotion of apprentices.

(j) Based upon qualifications, an apprentice may perform work alone, outside of sight and sound of a craft worker. It is understood that the intent and application of this provision will apply in the following manner:

(1) The present method of assigning craft workers and apprentices will not be altered.

(2) When an apprentice is assigned to a craft worker and the craft worker feels the apprentice is qualified to work alone on a segment of the job assignment, the craft worker may assign the task to the apprentice.

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

- |   |                   |
|---|-------------------|
| • less than one year                              | bottom of bracket |
| • more than one year less than two full years     | 1st bracket       |
| • more than two years less than three full years  | 2nd bracket       |
| • more than three years less than four full years | 3rd bracket       |
| • four full years                                 | top of bracket    |

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

## 48.1 PLANT ITINERANT

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

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

Itinerant personnel assigned to the various plants in the Miami Area may be required to report to work at any of the plants in the Miami Area by notifying them during working hours of one day to report to a particular plant on the second day following or later. Likewise, Itinerant personnel assigned to the Lauderdale and Port Everglades Plants may be required to report to work at either of these plants with the same notification.

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

(c) If sufficient notification is not given in (b) above, then mileage and travel time will be allowed until the second day following the original notification.

(d) All Show-up/Itinerant personnel may be assigned to locations outside the areas specified in (b) above, in which case, they will receive expenses in accordance with Paragraph 41.

(e) Itinerant classifications will, for the purpose of overtime distribution, be considered in the corresponding regular classification. If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations of the Company and the Business Manager of the Union will work out a method for the purpose of correcting such inequity.

(f) Special Itinerant:

Establishment of the "Special Itinerant" classifications that will be full time employees but only work ten (10) months of the year. These employees will be required to take time off without pay for a total of eight (8) weeks during the calendar year. This time off will include four (4) weeks during January, unless another time period is mutually agreed to by the Company and the employee, and four (4) weeks during June, July or August. All vacation must be taken during June, July, August and the week after Christmas unless mutually agreed upon by the Company and the employee. Benefits will be paid for the entire year. Seniority will accumulate on a yearly basis and the employee will enjoy all rights and privileges provided by the Memorandum of Agreement.

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

- 1) Employees must notify the company at the beginning of each pay period of their wish to be considered for the overtime.
- 2) Regular Plant and Itinerant personnel will be offered the overtime first. Special Itinerant's will be called before forcing regular personnel (except in an emergency).
- 3) Additional work occurring during the non-vacation "off-time" for Special Itinerants will be offered to Special Itinerants that have indicated their desire to work during this period before Temporary Employees are hired.
- 4) The Company and Union will review this process each year to improve its effectiveness. Either party may terminate the agreement at the end of the term of the contract period. Employees in the Special

Itinerant classification, at the time of termination, will convert to Itinerant at their location.

5) Until a career development program is jointly developed the Maintenance Assistant will receive forty cents (.40¢) increases each six months. The ratio of Maintenance Assistant to all Maintenance Craft Workers will not exceed one (1) : three (3) system wide.

The "Turbine/Generator Team" for the PGD Variable Work Force. The members of this team will be made up of Variable Work Force personnel (regular and special) and will primarily perform the plant turbine/generator work. The employees assigned to this team will be selected by seniority from volunteers within a region. Individual participation will be a minimum of two (2) years unless an employee leaves the itinerant classification. The daily overtime assignments will be made from within this "Team" for the duration of the overhaul assignment. If there are insufficient "Team" employees to cover this overtime, the remaining overhaul complement will be eligible for this overtime.

## **50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER**

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

Utility Workers with journeyman qualifications as of the date of ratification will receive relieving pay based upon the relieving process in place prior to the 2000-2004 MOA.

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

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

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

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

(c)(1) With the exception of plant outages any individual employee relieving outside the bargaining unit will be limited to a total of three (3) months in any one (1) calendar year (unless mutually agreed to by the Company and Union).

*(d) When a temporary clerical assignment occurs, the company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the company may then use temporary clerical help under the following conditions:*

- 1. The temporary clerical assignment shall last for a minimum of 20 workdays (any assignment of less than 20 days will be considered to be 20 days).*
- 2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to 120 work days in any given twelve month period. Once the use of temporary clerical personnel has reached 120 days (the time need not be consecutive) within a twelve-month period temporary clerical jobs will be discontinued, or an appropriate bargaining unit job will be posted. Any use of temporary clerical personnel will be cumulative*

*for purposes of determining the 120-day period. As an example, two temporary clerks could work for 60 days in any given twelve month period or four temporary clerks could work 30 days in any given twelve month period.*

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

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

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

# EXHIBIT "A" HOURLY WAGE SCHEDULES

## Power Generation Division

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>PLANT OPERATION</b>																	
DIV LOAD DISPATCHER (S)	26.51	26.51	27.07	27.07	27.54	27.54	28.02	28.02	28.51	28.51	29.01	29.01	29.45	29.45	29.89	29.89	N/A
PROD LEADER (S)	27.23	27.23	27.80	27.80	28.29	28.29	28.79	28.79	29.29	29.29	29.80	29.80	30.25	30.25	30.70	30.70	N/A
SHIFT TECH (S)	25.79	25.79	26.33	26.33	26.79	26.79	27.26	27.26	27.74	27.74	28.23	28.23	28.65	28.65	29.08	29.08	N/A
PROD SPEC (S)	23.40	24.70	23.92	25.22	24.36	25.66	24.81	26.11	25.27	26.57	25.73	27.03	26.14	27.44	26.55	27.85	.20
PROD TECH - F (S)	20.86	23.86	21.36	24.36	21.79	24.79	22.22	25.22	22.66	25.66	23.11	26.11	23.50	26.50	23.90	26.90	.40
PROD TECH - I (S)	20.86	23.86	21.36	24.36	21.79	24.79	22.22	25.22	22.66	25.66	23.11	26.11	23.50	26.50	23.90	26.90	.40
PROD TECH - M (S)	20.86	23.86	21.36	24.36	21.79	24.79	22.22	25.22	22.66	25.66	23.11	26.11	23.50	26.50	23.90	26.90	.40
PROD TECH - O (S)	20.86	23.86	21.36	24.36	21.79	24.79	22.22	25.22	22.66	25.66	23.11	26.11	23.50	26.50	23.90	26.90	.40
<b>MECHANICAL MAINT &amp; CONSTRUCTION</b>																	
MAINT LDR	25.92	25.92	26.46	26.46	26.92	26.92	27.39	27.39	27.87	27.87	28.36	28.36	28.79	28.79	29.22	29.22	N/A
MACHINIST	23.56	24.36	24.07	24.87	24.51	25.31	24.95	25.75	25.40	26.20	25.86	26.66	26.26	27.06	26.67	27.47	.20
MECHANIC	22.70	23.51	23.17	24.00	23.58	24.42	23.99	24.85	24.41	25.28	24.84	25.72	25.21	26.11	25.59	26.50	.20
MAINT TECH - MECH	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
APPR MECH	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>ELECTRICAL MAINT &amp; CONSTRUCTION</b>																	
MAINT LDR	25.92	25.92	26.46	26.46	26.92	26.92	27.39	27.39	27.87	27.87	28.36	28.36	28.79	28.79	29.22	29.22	N/A
MAINT TECH - ELECT	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
ELECTRICIAN	22.70	23.51	23.17	24.00	23.58	24.42	23.99	24.85	24.41	25.28	24.84	25.72	25.21	26.11	25.59	26.50	.20
APPR ELECT PLANT	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>INSTRUMENT &amp; CONTROL</b>																	
I&C SPEC - DGT (1)	25.79	25.79	26.33	26.33	26.79	26.79	27.26	27.26	27.74	27.74	28.23	28.23	28.65	28.65	29.08	29.08	N/A
I&C SPEC (1)	23.47	24.27	23.98	24.78	24.41	25.21	24.85	25.65	25.30	26.10	25.76	26.56	26.16	26.96	26.56	27.36	.20
MAINT TECH - I (1)	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
APPR I&C SPEC (1)	18.66	19.71	19.07	20.12	19.42	20.47	19.78	20.83	20.34	21.19	20.51	21.56	20.83	21.88	21.16	22.21	.15

**EXHIBIT "A" HOURLY WAGE SCHEDULES**

## Power Generation Division

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>ITINERANTS</b>																	
MAINT LDR IT	26.12	26.12	26.66	26.66	27.12	27.12	27.59	27.59	28.07	28.07	28.56	28.56	28.99	28.99	29.42	29.42	N/A
MACHINIST	23.56	24.36	24.07	24.87	24.51	25.31	24.95	25.75	25.40	26.20	25.86	26.66	26.26	27.06	26.67	27.47	.20
I&C SPEC (1)	23.47	24.27	23.98	24.78	24.41	25.21	24.85	25.65	25.30	26.10	25.76	26.56	26.16	26.96	26.56	27.36	.20
MAINT TECH - MECH	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
MAINT TECH - ELECT	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
MAINT TECH - I&C (1)	20.63	23.51	21.12	24.00	21.54	24.42	21.97	24.85	22.40	25.28	22.84	25.72	23.23	26.11	23.62	26.50	.40
ELECTRICIAN	22.70	23.51	23.17	24.00	23.58	24.42	23.99	24.85	24.41	25.28	24.84	25.72	25.21	26.11	25.59	26.50	.20
MECHANIC	22.70	23.51	23.17	24.00	23.58	24.42	23.99	24.85	24.41	25.28	24.84	25.72	25.21	26.11	25.59	26.50	.20
APPR MECHANIC	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
APPR ELECT PLANT	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
UTILITYWORKER	10.72	13.63	11.01	13.92	11.25	14.16	11.50	14.41	11.75	14.66	12.01	14.92	12.23	15.14	12.46	15.37	.25
<b>CLASS "A" PLANTS</b>																	
PROD LDR "A" (S)	26.67	26.67	27.23	27.23	27.71	27.71	28.19	28.19	28.68	28.68	29.18	29.18	29.62	29.62	30.06	30.06	N/A
GT OPER TECH (S)	23.66	24.26	24.17	24.77	24.60	25.20	25.04	25.64	25.49	26.09	25.95	26.55	26.35	26.95	26.75	27.35	.15
<b>GENERAL</b>																	
CREW LEADER GEN	23.01	23.81	23.51	24.31	23.94	24.74	24.37	25.17	24.81	25.61	25.26	26.06	25.65	26.45	26.05	26.85	.20
OPERATION A CLERK STENO	14.51	18.71	14.90	19.10	15.23	19.43	15.57	19.77	15.92	20.12	16.27	20.47	16.58	20.78	16.89	21.09	.30
OPERATION A CLERK	14.36	18.56	14.75	18.95	15.08	19.28	15.42	19.62	15.78	19.96	16.11	20.31	16.41	20.61	16.72	20.92	.30
MAINT WORKER	13.58	17.87	13.96	18.25	14.28	18.57	14.60	18.89	14.93	19.22	15.27	19.56	15.56	19.85	15.86	20.15	.50
TRUCK DRIVER HELPER	12.52	13.12	12.80	13.40	13.03	13.63	13.27	13.87	13.51	14.11	13.76	14.36	13.98	14.58	14.20	14.80	.15
UTILITYWORKER	10.72	13.63	11.01	13.92	11.25	14.16	11.50	14.41	11.75	14.66	12.01	14.92	12.23	15.14	12.46	15.37	.25

## **EXHIBIT "A" HOURLY WAGE SCHEDULES - NOTES**

### **Power Generation**

(1) It is understood that the Plant Engineers formerly known as Betterment Engineers, will not perform work in the Bargaining Unit. In this connection, it is understood that water testing, calculation of station performance data, the making of efficiency and performance test on plant equipment and clerical work in connection with, may be performed by non-Bargaining Unit personnel.

(2) All full time maintenance employees in the classifications of Utility worker and above that are assigned to Nuclear Plant on a temporary basis, will receive fifty cents (.50¢) premium for only those hours actually worked at that location.

(3) Until a career development program is jointly developed the Shift Assistant will receive thirty cents (.30¢) increases each six months. The ratio of Shift Assistants to Shift Technicians will not exceed one (1): two (2) system wide.

(4) Employees, includes craft workers and above to the Maintenance Leader level, in PGBU who can validate that they are qualified in a second established maintenance craft will be paid an additional premium, of one dollar (\$1) per hour, to their current wage. The Company retains its right to validate the employee is qualified in such second established maintenance craft. For the purpose of administrating this paragraph the classifications of:

- Instrument and Control Specialist and Instrument and Control Specialist Digital.
- Instrument Mechanic, Mechanic and Machinist will be considered the same maintenance craft.

(5) The established PGD shift to non shift ratios will include the Variable Workforce employees and will remain at 3 (shift) to 2 (non shift). A maximum of fifty-five (55) regular itinerants will be included as "non shift" in this calculation. The Special Itinerants will not be included in this ratio.

## **FIRE BRIGADE INSURANCE**

Employees in the Power Generation Division who are assigned to the Fire Brigade will receive an additional \$150,000 life insurance coverage. This coverage will be in effect only when in training for Fire Brigade or actively fighting a fire.

## **EXHIBIT "A" SHIFT DIFFERENTIALS**

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

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 4:00 p.m. and 12:00 midnight, the employee shall receive a shift differential of sixty cents (60¢) per hour for all hours actually worked in such shift.

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00 a.m., (this includes the 6:00 p.m. to 6:00 a.m. shift on the twelve (12) hour schedule), the employee shall receive a shift differential of seventy-five cents (75¢) per hour for all hours actually worked on such shift.

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

## **MISCELLANEOUS - POWER GENERATION**

### **WELDING PROGRAM**

Establish a two (2) tier Welding program. A payment of five hundred (\$500) dollars will be paid to employees each twelve (12) months that apply for and pass the required tests to perform "routine" welds on pressure parts and other safety related items. These employees will be referred to as "Qualified Welders" and will be paid an additional fifty (.50) cents per hour.

A payment of one thousand dollars (\$1,000.), will be paid to employees, each twelve (12) months that perform "specialty" welds. Specialty welds will include all welding that requires special knowledge and skill to perform. These employees will be referred to as "Certified Welders" and will be paid an additional seventy-five (.75) cents per hour.

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

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

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

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

### **CLEANING POLICY IN CLASS "AA" PLANTS**

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

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

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

### **NEW OPERATIONS CLERK "A" JOBS IN POWER PLANTS**

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

- (1) The first Clerk in each "AA" Plant will be an "A" Clerk.
- (2) The Stores policy in "AA" Plants will be the same as is now being followed in the Transmission-Distribution Department. The Operations Clerk "A" will perform Stores work in addition to the employee's other duties until such time as the Stores work becomes a full-time job and the Stores Department assigns a regular Stores employee to handle the work. When such Stores employee is assigned, the Operations Clerk "A" may assist the regular Stores employee.
- (3) The new "A" Clerk jobs will be offered to present Clerks in order of seniority on the basis that they will be physically able to drive trucks, procure, receive and issue supplies and materials, in addition to doing the Stores paper work and those jobs covered in the Job Specifications for Operations Clerk "A". If a present Clerk accepts the "A" job, the employee will be placed in the same step in which the employee is at present in the old rate range. Jobs will be posted if they are not taken by "B" Clerks or "B" Clerk-Stenos in a given plant.

### **TEMPORARY WORK FORCE POWER GENERATION**

It is agreed between the Company and Union that temporary employees will be furnished through System Council U-4, International Brotherhood of Electrical Workers .

A temporary employee is one who is employed by the Company for a job within the Power Generation Business Unit for a limited time on a purely temporary basis. Temporary personnel will be paid at the minimum of the wage scale of the corresponding classifications covered by the

Memorandum of Agreement: Mechanic (no additional pay for certified welder), Machinist, Electrician, Instrument and Control Specialist, Instrument and Control Specialist Digital, Maintenance Worker and Utilityworker. These temporary employees will be paid for any holiday that occurs during their employment provided they work the scheduled day prior AND the scheduled day after. The company will collect Union dues, pay for overtime as provided by the Memorandum of Agreement, furnish appropriate tooling and personal protective equipment (including gloves) and have the sole right to determine continued employment. Personal clothing will not be furnished except for sandblasting, painting and working inside oil tanks and sumps. Temporary employees WILL NOT be eligible for any of the following: medical or dental insurance; pension benefits; thrift plan; sick pay; DIF; SIF; jury duty; vacation; shift differential; travel pay; lodging; pay for meals; bidding, rolling, or recall rights; or the establishment of seniority. Temporary employees will work for a regular full-time Florida Power & Light employee assigned as "Fore Person". The number of temporary craft workers at a location will be limited to the number of regular full-time Florida Power & Light craft workers and Fore Person assigned to the "Overhaul, Special Project, or Emergency" at that location. The number of Temporary Maintenance Workers and/or Utilityworkers will be limited to a ratio of one (1) to three (3) to ALL craft workers and Fore Person assigned to that "Overhaul, Special Project, or Emergency". Temporary employees may be assigned to any shift established in the Memorandum of Agreement. They will, however, be given twenty-four (24) hours notice prior to any change in schedule. If less than twenty four (24) hours notice is given, temporary employees will be paid at one and one half times the regular straight time hourly rate for hours worked until the twenty four (24) hour notice window has expired.

**SHIFT SCHEDULE:** Any employee assigned to an "Overhaul, Special Project, or Emergency" may be assigned to work a ten (10) hour, four (4) day work week.

**TIME LIMITS:** The Company and Union agree that temporary employees may only be used only where a "Special Overtime List" (as defined in the MOU "Traveling Crew-Power Generation" dated 11/16/92) has been established for an "Outage, Emergency, or Special Project". Utilization of temporary employees for time periods other than those defined by the

"Special Overtime List" may be approved in writing between the Business Manager of System Council U-4 and the Director of Labor Relations. Unless approved in writing, temporary employees used in excess of the time defined by the "Special Overtime List" will result in new positions, equivalent to the classification(s) in violation, being posted and filled in accordance with the Memorandum of Agreement.

**TRAINING:** The company will instruct temporary employees as to their responsibilities relating to Florida Power & Light safety rules and Company policies and procedures appropriate to their classification. It is understood that temporary employees will not be given "special training" in preference to regular full-time Florida Power & Light employees.

**TEMPORARY RELIEVING:** Temporary employees will not be allowed to temporary relieve into another bargaining unit classification. It is agreed that regular full-time Florida Power & Light Maintenance Workers and Utilityworkers at the location where temporary craft workers are to be used will be offered temporary relieving into a craft workers classification provided they have successfully held that classification or have completed the Apprentice training requirements of that classification. Regular full-time qualified Florida Power & Light Utilityworkers will be relieved to Maintenance Workers before temporary Maintenance Workers work at their location.

**OVERTIME LISTS:** Separate overtime lists will be established for temporary employees by classification. Overtime will only be offered to temporary employees after all eligible regular full-time Florida Power & Light employees at that work location have been offered that overtime except for holdover overtime where the continuity of the crew must be maintained to insure effective completion of the task. When the Company provides an on site meal in addition to the paid meal earned by regular full-time employees, temporary employees that are part of that crew will also be offered that on-site meal.

### **WELDING OF ALUMINUM BUS STRUCTURE**

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

## **I&C DIGITAL - PGD**

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

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

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

## **MT-3 MAINTENANCE REFRESHER TRAINING PROGRAM**

*The MT-3 Maintenance Refresher Training Program has been jointly developed to provide employees with the technical knowledge needed to ensure our craft employees stay current with ever changing industry standards. Currently, the program has been designed and built around the core knowledge related to each craft designation. As new technology makes its way into the industry, it will be inserted into the program and deployed to everyone in an effort to keep up with technology changes and advancements.*

*Beginning July 1, 1999 and every two years thereafter, craft employees will be assessed to identify knowledge gaps. After completing the assessments, employees will receive and be assigned a custom built training program designed for each individual addressing their specific needs through the Knowledge Delivery System. Once the training is successfully completed, employees may elect to receive a certificate recognized by the Electric Power Research Institute (EPRI) from the IBEW and FPL.*

*Skills applications through on-the-job-training (OJT) assignments, will be used to reinforce the knowledge training, based on the needs of the individual and the location. To further enhance skill development, the Union Subject Matter Experts (SME) and the Training Department will be developing "OJT packages". These packages will provide a systematic way of ensuring that employees receive the best possible training.*

*This program has been developed for training purposes only. The MT-3*

*program is not designed to be punitive and will not be used to remove personnel from their classification, prevent them from bidding and being awarded jobs, rolling or exercising any other provisions of the Memorandum of Agreement.*

*Individuals that experience training difficulties which can not be resolved locally, will be referred to a joint team consisting of the Business Manager of System Council U-4 IBEW for the Union and the Vice President of Operations for the Company. This team will ensure that these individuals are provided with an approach specific to his or her needs that the individual can use to ensure successful completion of the process.*

*The Company and the Union will continue to meet periodically to review the implementation and effectiveness of this program.*

### **PTF/PCU PILOT**

Resulting from the present attrition concerns at PTF/PCU and compounded by the Company's commitment to increase staffing levels at FOS, it is agreed by the company and the Union to allow these plants to staff for projected attrition throughout the system. PTF/PCU will not count towards the shift to non shift ratio.

This Pilot will be for the term of the contract and will be reviewed by the Company and the Union after November 1, 2002 to discuss its effectiveness. Either party may terminate this agreement at the end of the term of the contract, or negotiate language into the contract.

All operations shift personnel at PTF/PCU will receive \$0.75 cents per hour premium for the term of the pilot.

Employees currently designated as base will remain in their existing positions.

/s/ J. L. Martinez  
Director of Labor Relations  
For the Company

/s/ Brian Thompson  
Business Manager SCU-4  
For the Union

# POWER GENERATION SUPPLEMENTAL

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### **35. SCHEDULES OF WORK**

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

#### **Substation Department only**

##### **Long term schedules:**

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

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

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

1. Hours scheduled between 6:00 a.m. and 6:00 p.m. shall be exclusive of mealtime except for rotating shifts. Rotating shifts will be inclusive of meals time. The following schedule starting times, including days off will be established and applied for through the application system.

- a. 6 AM – 9:30 AM (Day shift)
- b. 12 PM – 4 PM (Afternoon shift)\*
- c. 11 PM – 12 Midnight (Late shift)

\*Employees that work the 12 PM to 4PM shift may be rescheduled to work outside these hours.(Requires mutual agreement between the employees and the employees' supervisor) All affected employees must agree to the rescheduled hours outside the 12 noon to 4 PM starting times, before the shift may be changed. These employees may be returned to their regular afternoon shift with twenty-four (24) hours notice. (See 5 below)

- 2. These employees may be scheduled to work staggered starting times but will work the same regular hours during the workweek.
- 3. Employees, by classification, within the defined shifts above will have the ability to select the type of work by seniority made available by the company. (service, street light, URD, etc.)
- 4. The schedules will only be shifted in their range for the summer/winter time periods. These shifts will be posted by giving employees 30 days notice and stay in effect until notification of impending changes has been given in the same manner.

5. Schedules for each classification, by shift, shall be posted in each work headquarters. These schedules will be offered by shift, by classification and by seniority to fill the crew make-up as determined by the Company. Inverse seniority will be used if there are not enough volunteers.
6. It is agreed that schedules/hours may be changed with twenty four (24) hour advance notice; however such schedule change shall be for four (4) or more days.
7. The schedule of any individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee's supervisor.
8. Any additional manpower required for temporary vacancies that need to be filled as determined by Management that are less than forty (40) hours per week will be filled by overtime, provided the vacancies can not be filled from the existing employees normally working those hours.
9. Any temporary vacancies of forty (40) hours or more will be filled from the shift determined by management, offered by seniority, or forced by inverse seniority with twenty-four (24) hours advance notice.
10. Permanent vacancies will be applied for, per Paragraph 20.
11. Ratios: The total number of employees (exclusive of rotating shift employees) working outside the hours of 6:00 a.m. and 6:00 p.m. and working Saturday or Sunday shall not be more than 28% of the total number of employees. Employees will not be scheduled to work both Saturday and Sunday.
12. Rotating shifts shall be arranged so that each shift shall be rotated as regularly and evenly as is reasonably possible among all employees assigned to rotating shifts. However, due to the nature of some dispatcher type work (field investigation and board updating, switching desk) it has been recognized that some shifts may rotate less frequently than others at the dispatch office. The length between these rotations should be determined locally by the employees and management.

13. Employees will upon request be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.
14. Employees held over for emergency type work will be used primarily for restoration.

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

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

### **Scope:**

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

### **Vacations:**

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

### **Holidays:**

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

### **Employee Illness – Death in Family – Sickness in Family:**

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

### **Jury Duty – Court Service – Voting:**

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

**Meals:**

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

(a)(7) C and D Specialist may be scheduled to work five (5) days of eight (8) consecutive hours per day, except as provided in subparagraph (a)(6), on non-rotating shifts, between 7:00 a.m. and 12:00 midnight, Monday through Friday or Tuesday through Saturday. Schedules may be changed with twenty-four (24) hours of advance notice. At locations where more than one (1) C and D employee is assigned, the senior employees will have the first selection of their desired shift.

(c) For prearranged repair or maintenance jobs, or emergency repairs or maintenance jobs, employees may be rescheduled per the following provisions:

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

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

The overtime list will be used to make assignments unless the entire classification is being assigned equivalent hours, or no overtime work is planned. Such rescheduled employees may be assigned to any shift needed, and will be paid the equivalent of the operator's shift differential. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hours notice was not given, shall be paid for at one and one-half (1-1/2) times the

regular straight-time hourly rate until the expiration of the twenty-four (24) hours notice. Such rescheduled employees will be paid at their respective overtime rates plus appropriate shift differential for any work done on their respective normal days off.

(c)(2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of 4 (four) days. An individual will not be REQUIRED to work an assignment of this type more than one time during a pay period.

(e) In connection with the overtime hours provisions of subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

(1) All hours over forty (40) per work week.

(2) All off schedule work.

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

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

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

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

### **35.1 WORK ON SECOND REST DAY**

(a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.

(b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal schedule.

### **37. ROTATING AND TRADING SHIFTS**

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

### **38. CALL-OUTS - PREARRANGED OVERTIME**

(a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:

- (1) A call-out if the employee has less than twelve (12) hours notice, or
- (2) Prearranged overtime if the employee has twelve (12) hours or more notice.

All applicable bargaining unit employees will be called out or prearranged for overtime before any contractors are called into work. If FPL employees are being released from duty on FPL facilities, the contractors will also be released. Contractors will be allowed to complete the specific job that they are assigned to do at that time, no other work will be assigned

(b) On a call-out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked. Except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually required for traveling from the employee's home to the job and the actual hours worked shall be allowed.

c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours) except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours pay at one and one-half (1-1/2) times the employee's straight-time hourly rate.

(d) On call-outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.

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

(f) On-call is established in order to meet customer requirements in the Power Systems Business unit. The Company's representative and the Business Manager will review the provision annually to assess the effectiveness of the program. Either party may terminate this provision by giving 30 days notice.

**What is an On-Call Assignment:**

On-call assignments are trouble calls and unscheduled overtime.

**Length of on-call time:**

7 Days

**Eligibility:**

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

**Response time:**

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

**How on-call is scheduled:**

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

**Procedure for calling out employees to work:**

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

**Sickness and family sickness:**

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

**Other inaccessibility:**

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

**On-call payment:**

7 hours per week at 1 1/2 times the hourly rate, which shall be charged on the overtime list as hours worked. Those who do not volunteer for the assignments will not be charged for the overtime.

**41. MEALS-LODGING-TRANSPORTATION**

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be \$11.00.

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

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

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

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

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

(c) Pre-Arranged: Rest day or holiday: If an employee is pre-arranged to work on a scheduled day off and they begin work one and one-half (1-1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.

(d) Extended Hours: If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

Note (1) See Ten (10) Hour Shift

(e) For pre-arranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.

(f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight this includes the noon meal on the first day away from the headquarters. This does not include the noon meal when the employee is not required to be away from the headquarters overnight.

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

## **Lodging-Transportation**

(h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.

(h)(1) When an employee works temporarily at some location (more than sixty-five (65) miles) other than the employee's regular headquarters, travel from regular headquarters to new headquarters and return shall be on Company time and expense.

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

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

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

**OPTION 1:** Provide a per diem rate of \$85.00 (north region, PCC, PPN, PSN), \$95.00 (west region, PMT, PFM), \$110.00 from December 15 through May 31 and \$95.00 from June 1 through December 14 (south region, PSL, PMR, PRV, PPE, PFL, PCU, PTF, PTN) when the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

**OPTION 2:** The Company will reimburse reasonable lodging expenses, as validated by receipt, plus \$30.00 (increase to \$35.00 effective 11-1-01) (increase to \$38.00 effective 11-01-02) per day for meals and incidentals in lieu of the per diem rates as set forth in Option 1.

(h)(3) When an employee works more than sixty five (65) miles from the employee's regular headquarters, shall upon request and upon the completion of the employee's scheduled week, be returned to the

employee's regular headquarters on Company time and expense, unless assigned at least eight (8) hours work on the employee's first day off.

(i) When an employee works temporarily at a location within sixty-five (65) miles of the regular work headquarters the Company will:

- Provide for mileage each day during the assignment.
- Meals paid only as earned under the meal provision of the Memorandum of Agreement.
- Ten dollars (\$10) per day will be paid for assignments over fifty (50) miles up to sixty-five (65) miles.

(j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.

(k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

## **SPECIAL TRAINING SCHOOLS OUTSIDE STATE OF FLORIDA**

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

(1) Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.

(2) Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.

(3) Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be

permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.

(4) Air fare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home areas.

(5) The Company will pay lodging expenses.

(6) The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be thirty (30) dollars a day.

(7) The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

#### **44. DISTRIBUTION OF OVERTIME**

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

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

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

Failure to provide such work after such determination shall subject the Company to payment.

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

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

Overtime will be distributed according to functional work type. Geographical boundaries, as defined by the Company, will be established for the Distribution Business Unit and Power Delivery Business Unit work headquarters.

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

- (1) Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one hour more overtime than the high overtime employee does in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list, except as provided in Memorandum of Agreement 48.1(b) "Itinerant Crews" and Memorandum of Understanding Paragraph 4 "Assignment of Plant Maintenance Personnel". Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay

period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

- (2) When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision, by memo. These employees will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b)(1). When an employee relieves outside of the bargaining unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.
- (3) If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call-out overtime, the employee shall be charged if they do not have a telephone. If the employee's phone is answered and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against apprentices who turn down overtime to attend apprentice training classes.
- (4) If an employee is sick, or on vacation, or on excused absence, and is offered overtime but refuses it, the employee will not be charged for the overtime refused. This is not to be interpreted as meaning that employee is not subject to call-back while on vacation, as provided in subparagraph 8(b) of this Agreement. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last

scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation.

- (5) At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero.
- (6) Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
- (7) The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
- (8) If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

(c) (1) For assignments of an emergency nature such as; storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the Company or other utilities, in or out of State. The Company will select the work headquarters, classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first. *If there is a known need for a specific classification, the employees of that classification should be offered that storm assignment by need.*

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

(c) (2) These employees shall be paid a minimum of fourteen and one half (14-1/2) hours a day exclusive of meals, each day away from the

regular work headquarters, except when the requesting utility has work rule constraints of a less number of hours, with one day of unpaid rest time after thirteen (13) consecutive days of work. The daily starting time will be the scheduled departing time from the lodging location and the ending time will be the actual arrival time back at the lodging location. *On the last day of the storm assignment, employees should be paid actual hours worked, including travel time back to their regular work headquarters. The last day of the storm assignment refers to the day the employee returns to their home work location, which does not include overnight lodging.*

#### **48. APPRENTICES IN ALL DEPARTMENTS**

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

(f) Power Systems Joint Apprentice Program:

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

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

1) In each Line Crew, the ratio of apprentices to Line Specialist shall not exceed: one (1) apprentice to two (2) Line Specialist; two (2) apprentices to three (3) Line Specialist; two (2) apprentices to four (4) Line Specialist; and three (3) apprentices to five (5) Line Specialist. When working on new construction not on poles with or crossing energized circuits, the ratio shall not exceed one (1) apprentice to one (1) Line Specialist. For the purpose of this clause, Senior Line Specialist shall be considered Line Specialist.

2) In the Service or Cut-in Crews (two-employee crews) the ratio of apprentices to craft workers shall not exceed one (1) apprentice to one (1) craft worker.

3) In the Repair Technician A (Transformer Shop), and Meter Electrician A and the Cable Splicer classification in the Distribution Department, the ratio of apprentices to craft workers at any one (1) location shall not exceed one (1) to one (1).

4) Ratios as set out in (1), (2) and (3) above shall be determined on the basis of the number of apprentices and corresponding craft workers on the payroll at a working headquarters. The temporary absence of craft workers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew.

5) In all departments when an apprentice has been in the apprentice classification for more than two (2) years and is not competent to become a craft worker, the employee shall not be counted in the apprentice ratio.

6) Gloving will remain voluntary. The gloving test shall be developed by the Company and Union Gloving Committee. The test must have the approval of the Power Systems Joint Apprentice Committee before implementation and will be administered by the Joint Gloving Committee.

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

**(g) Power Systems Apprentice Line Specialist Program:**

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

**Program Eligibility:**

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

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

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

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

#### ***Training Scope:***

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

Training will consist of four (4) phases – Basic, Intermediate, Advanced and continuous on-the-job training. Formal training will be conducted at T.M.C. and on-the-job training will be conducted at the awarded work-headquarters, or show-up sites on training assignment jobs. Classroom instruction will be divided into modules and will include "how to" instructions followed by live demonstrations and skills practices. After completion of specific modules at T.M.C., Apprentice Line Specialists will return to their work locations to practice the skills included in the

*module through on-the-job training.* Trainers will monitor the on-the-job training to ensure that training emphasis is actually for the module being covered. It will also be understood that in certain instances such as scheduling or overtime opportunities, apprentices may perform work from previous or future modules. Trainers will ensure that all identified skills are practiced and documented. The Apprentice Line Specialists will return to T.M.C. for each module being taught and will be tested on the completed and practiced modules. Comprehensive testing will be conducted to certify successful completion of the training modules.

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

Apprentice Line Specialist who voluntarily discontinues their participation in the program may re-apply for a vacant Apprentice Line Specialist position after one (1) year. Hardship cases will be reviewed by the Power System Joint Apprentice Committee for possible approval.

#### ***Testing and Certification:***

Following twenty-four (24) months of formal program training, an overall skills test will be conducted. Following successful completion of the overall skills test, the Apprentice Line Specialist will be permitted to take a certification test, provided they have the approval of the Power Systems Joint Apprentice Committee. Apprentice Line Specialists that fail the certification test will not be permitted to retake the test for a period of six (6) months. Upon successful completion of the certification test, Apprentice Line Specialists will be qualified to apply (bid) for vacant Line Specialist positions and will be qualified to relieve as a Line Specialist. All Apprentice Line Specialists will be required to take the certification test following thirty-six (36) months in the program. Upon certification, Apprentice Line Specialists will receive a Certificate of Completion of Apprenticeship from the Company and the I.B.E.W. When certified, Apprentice Line Specialists will receive an additional

\$1.00 per hour increase in pay rate and receive a 50¢ increase every six months thereafter until they reach the bottom bracket for the Line Specialist classification.

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

If, after four (4) years as an Apprentice Line Specialist and the successful completion of all programs and testing, the Apprentice Line Specialist has not been successfully awarded a Line Specialist position, the Apprentice will automatic to Line Specialist and will have forty-five (45) days to be awarded a job. If unsuccessful, the Line Specialist will be placed into a "no qualified applicant" Line Specialist position within fifty (50) miles of their work location. If unable to be placed, the Line Specialist will have his position discontinued and will roll where seniority and qualification allow. Apprentice Line Specialist positions are not in the regular work location staffing and will not be considered as positions, which can be rolled by qualified craft workers. Line Specialists who are rolled cannot roll an Apprentice Line Specialist position; however, it is not intended to maintain the training position in locations without a need for a Line Specialist. The Company and Union shall meet to determine the correct course of action to minimize the adverse effects of that roll.

***Program Administration:***

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

Apprentice Line Specialists will not be permitted to apply for vacant Apprentice Line Specialist positions. Transfers will be permitted

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

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

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

#### (h) Joint Training Programs

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

### 48.1 SHOW-UP

(a) All Substation, Transmission, Underground, and Distribution Crews in the Power Delivery and Distribution Business Units shall be show-up with the exception of Division Load Dispatcher, Distribution Dispatcher, Assistant Distribution Dispatcher, Operations Clerk "A" Steno,

*Operations Clerk and Dispatcher Clerk.* These crews will be assigned to a regular headquarters. By giving notice during the employees working hours of any day, show-up employees may be required to report to work on the second day following this notification or later, to either another regular established headquarters or to a show-up site. Employees will receive premium pay when reporting to another service center or show-up site according to Paragraph 41.

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

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

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

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

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

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

Employees will be considered for temporary relieving in accordance with Paragraph 50(a) at their regular headquarters. For temporary

relieving assignments at a show-up site, show-up personnel working at the site will be given first consideration, unless a more senior qualified employee is assigned to the site.

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

For overtime and temporary relieving occurring at a regular established headquarters where show-up personnel are temporarily assigned, show-ups will be considered for the overtime and temporary relieving after the employees not on show-up assignment at that location have been offered the overtime and/or temporary relieving assignment.

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

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

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

Agreement in lieu of the daily expense reimbursement.

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

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

(c) If sufficient notification is not given in (a) and (b) above, then mileage and travel time will be allowed until the second day following the original notification.

(d) All Show-up personnel may be assigned to locations outside the areas specified in (a) and (b) above, in which case, they will receive expenses in accordance with Paragraph 41.

#### **50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER**

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

Utility Workers with journeyman qualifications as of the date of ratification will receive relieving pay based upon the relieving process in place prior to the 2000-2004 MOA.

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

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

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

*(d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:*

- 1. The temporary clerical assignment shall last for a minimum of 20 workdays (any assignment of less than 20 days will be considered to be 20 days).*
- 2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to 120 work days in any given twelve month period. Once the use of temporary clerical personnel has reached 120 days (the time need not be consecutive) within a twelve-month period temporary clerical job will be discontinued, or an appropriate bargaining unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the 120-day period. As an example, two temporary clerks could work for 60 days in any given twelve month period or four temporary clerks could work 30 days in any given twelve month period.*
- 3. Temporary clerical personnel may be used to fill temporary vacancies within existing bargaining unit clerical classifications. Temporary vacancies will be determined when a bargaining unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies,*

*and vacations. The 120 workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Industrial Relations.*

- 4. When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.*
- 5. This will not change the manner in which injured employees may be assigned under paragraph 7(c) of the Memorandum of Agreement.*

### **TEMPORARY ASSIGNMENTS OUTSIDE OF BARGAINING UNIT**

*An assignment to a position not covered by the M of A will be considered temporary if the bargaining unit job is retained and not filled through the job posting.*

*An assignment to a position not covered by the M of A will be considered extended if the bargaining unit job is discontinued or filled through the job posting process.*

*Employees on temporary assignment (as described above) will be returned for their previous bargaining unit job.*

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

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

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

*Within the next bi-weekly pay period the Company will, at its discretion:*

- (a) Return the employee on temporary assignment to his/her regular bargaining unit job.*
- (b) Discontinue the job.*
- (c) Post and fill the job.*

*Employees on temporary or extended assignment will be removed from the overtime list of their regular bargaining unit classification and will not be considered for overtime in the classification until they have been returned and begun to work in the classification.*

*Employees on temporary assignment will be returned to the overtime list with one hour more than the employee with the greatest number of hours. Employees on extended assignment who return will be averaged into the overtime list.*

**EXHIBIT "A" HOURLY WAGE SCHEDULES**

## Power Systems Division - Distribution

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>OVERHEAD LINES</b>																	
CHIEF LINE SPEC	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
SR LINE SPEC (1)	25.46	25.46	25.99	25.99	26.44	26.44	26.90	26.90	27.37	27.37	27.85	27.85	28.27	28.27	28.69	28.69	N/A
LINE SPEC	24.21	24.21	24.72	24.72	25.15	25.15	25.59	25.59	26.04	26.04	26.50	26.50	26.90	26.90	27.30	27.30	N/A
CREW LEADER	24.11	24.11	24.62	24.62	25.05	25.05	25.49	25.49	25.94	25.94	26.39	26.39	26.79	26.79	27.19	27.19	N/A
LINE SPEC	24.21	24.21	24.72	24.72	25.15	25.15	25.59	25.59	26.04	26.04	26.50	26.50	26.90	26.90	27.30	27.30	N/A
CONSTR SPEC**	22.71	23.51	23.20	24.00	23.62	24.42	24.05	24.85	24.48	25.28	24.92	25.72	25.31	26.11	25.70	26.50	.20
LINE SPEC - HOT STICK	21.96	21.96	22.42	22.42	22.81	22.81	23.21	23.21	23.62	23.62	24.03	24.03	24.39	24.39	24.76	24.76	N/A
APPR LINE SPEC	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>UNDERGROUND ELECTRICAL</b>																	
URD SPEC	24.89	24.89	25.41	25.41	25.85	25.85	26.30	26.30	26.76	26.76	27.23	27.23	27.64	27.64	28.05	28.05	N/A
CABLE SPLICER	24.46	24.46	24.97	24.97	25.41	25.41	25.85	25.85	26.30	26.30	26.76	26.76	27.16	27.16	27.57	27.57	N/A
NETWORK MAINT ELECT	24.27	24.27	24.78	24.78	25.21	25.21	25.65	25.65	26.10	26.10	26.56	26.56	26.96	26.96	27.36	27.36	N/A
UG PROD TECH	21.58	21.58	22.03	22.03	22.42	22.42	22.81	22.81	23.21	23.21	23.62	23.62	23.97	23.97	24.33	24.33	N/A
APPR CABLE SPLICER	18.68	19.73	19.09	20.14	19.44	20.49	19.80	20.85	20.16	21.21	20.53	21.58	20.85	21.90	21.18	22.23	.15
EXCAVATOR**	11.22	13.22	11.50	13.50	11.74	13.74	11.98	13.98	12.22	14.22	12.47	14.47	12.69	14.69	12.91	14.91	.25
INSTALLER**	8.87	9.37	9.07	9.57	9.24	9.74	9.41	9.91	9.58	10.08	9.76	10.26	9.91	10.41	10.07	10.57	.15
<b>MECHANICAL</b>																	
LEAD CONSTR SPEC	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
CONSTR SPEC**	22.71	23.51	23.20	24.00	23.62	24.42	24.05	24.85	24.48	25.28	24.92	25.72	25.31	26.11	25.70	26.50	.20
REPAIR TECH A	23.51	23.51	24.00	24.00	24.42	24.42	24.85	24.85	25.28	25.28	25.72	25.72	26.11	26.11	26.50	26.50	N/A

\*\*Non-climbing classification

# EXHIBIT "A" HOURLY WAGE SCHEDULES

## Power Systems Division - Distribution

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>MECHANICAL (con'd)</b>																	
REPAIR TECH B (2)	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>METER</b>																	
CHIEF METER ELECT	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
LABORATORY METER ELECT	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
ELECTRONIC TECH	25.59	25.59	26.13	26.13	26.59	26.59	27.06	27.06	27.53	27.53	28.01	28.01	28.43	28.43	28.86	28.86	N/A
METER ELECT A	23.51	23.51	24.00	24.00	24.42	24.42	24.85	24.85	25.28	25.28	25.72	25.72	26.11	26.11	26.50	26.50	N/A
APPR METER ELECT	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
METER ELECT B	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
METER TESTER	17.44	19.70	17.85	20.11	18.20	20.46	18.56	20.82	18.92	21.18	19.29	21.55	19.61	21.87	19.94	22.20	.33
METER INSTALLER	13.74	14.34	14.04	14.64	14.30	14.90	14.56	15.16	14.83	15.43	15.10	15.70	15.34	15.94	15.58	16.18	.15
<b>SERVICE &amp; CLERICAL (NON-SHOW UP)</b>																	
DIV LOAD DISPATCHER (5)	26.51	26.51	27.07	27.07	27.54	27.54	28.02	28.02	28.51	28.51	29.01	29.01	29.45	29.45	29.89	29.89	N/A
DSBN DISPATCHER	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
ASST DSBN DISPATCHER***	23.04	23.84	23.54	24.34	23.97	24.77	24.40	25.20	24.84	25.64	25.29	26.09	25.68	26.48	26.08	26.88	.20
(7) DISPATCHER CLERK (5)	18.22	18.82	18.62	19.22	18.96	19.56	19.30	19.90	19.65	20.25	20.00	20.60	20.31	20.91	20.62	21.22	.15
(7) OPERATION CLERK A STENO	14.51	18.71	14.90	19.10	15.23	19.43	15.57	19.77	15.92	20.12	16.27	20.47	16.58	20.78	16.89	21.09	.30
(7) OPERATION CLERK A	14.36	18.56	14.75	18.95	15.08	19.28	15.42	19.62	15.76	19.96	16.11	20.31	16.41	20.61	16.72	20.92	.30
<b>SERVICE &amp; CLERICAL</b>																	
RESTORATION SPEC	24.46	24.46	24.97	24.97	25.41	25.41	25.85	25.85	26.30	26.30	26.76	26.76	27.16	27.16	27.57	27.57	N/A
DISTRIBUTION INSPECTOR	23.02	23.84	23.51	24.34	23.92	24.77	24.34	25.20	24.76	25.64	25.20	26.09	25.58	26.48	25.96	26.88	.20

\*\*\*SEE GENERAL SECTION ABBREVIATIONS (ME)

# EXHIBIT "A" HOURLY WAGE SCHEDULES

## Power Systems Division - Distribution

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>SERVICE &amp; CLERICAL (cont'd)</b>																	
SERVICE SPEC A	24.02	24.02	24.52	24.52	24.95	24.95	25.39	25.39	25.83	25.83	26.28	26.28	26.67	26.67	27.07	27.07	N/A
SERVICE SPEC B	17.46	18.51	17.85	18.90	18.18	19.23	18.52	19.57	18.86	19.91	19.21	20.26	19.51	20.56	19.82	20.87	.15
EQUIPMENT OPER	18.12	18.92	18.52	19.32	18.86	19.66	19.20	20.00	19.55	20.35	19.91	20.71	20.22	21.02	20.54	21.34	.20
CONNECT & DISCONNECT SPEC	16.82	17.87	17.20	18.25	17.52	18.57	17.84	18.89	18.17	19.22	18.51	19.56	18.80	19.85	19.10	20.15	.15
<b>GENERAL</b>																	
EQUIPMENT OPERATOR	18.12	18.92	18.52	19.32	18.86	19.66	19.20	20.00	19.55	20.35	19.91	20.71	20.22	21.02	20.54	21.34	.20
GROUND WORKER	16.82	17.87	17.20	18.25	17.52	18.57	17.84	18.89	18.17	19.22	18.51	19.56	18.80	19.85	19.10	20.15	.50
TRUCK ATTENDANT	16.82	16.82	17.20	17.20	17.52	17.52	17.84	17.84	18.17	18.17	18.51	18.51	18.80	18.80	19.10	19.10	N/A
TRUCK DRIVER HELPER (4)	12.52	13.12	12.80	13.40	13.03	13.63	13.27	13.87	13.51	14.11	13.76	14.36	13.98	14.58	14.20	14.80	.15
HELPER	11.45	12.85	11.72	13.12	11.95	13.35	12.18	13.58	12.42	13.82	12.66	14.06	12.87	14.27	13.08	14.48	.20
<b>TRANSFORMER SHOP &amp; TOOL ROOM</b>																	
EQUIPMENT REPAIR LEAD	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
ELECTRONIC TECH	25.59	25.59	26.13	26.13	26.59	26.59	27.06	27.06	27.53	27.53	28.01	28.01	28.43	28.43	28.86	28.86	N/A
CHIEF EQUIP REPAIR SPEC	25.29	25.29	25.82	25.82	26.27	26.27	26.73	26.73	27.20	27.20	27.68	27.68	28.10	28.10	28.52	28.52	N/A
REPAIR TECH A TOOLS	23.51	23.51	24.00	24.00	24.42	24.42	24.85	24.85	25.28	25.28	25.72	25.72	26.11	26.11	26.50	26.50	N/A
REPAIR TECH A	23.51	23.51	24.00	24.00	24.42	24.42	24.85	24.85	25.28	25.28	25.72	25.72	26.11	26.11	26.50	26.50	N/A
REPAIR TECH B	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
APPR REPAIR TECH A TOOLS	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
APPR REPAIR TECH (xfrmr shop)	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>COMMUNICATIONS, CONTROLS, PROTECTIVE EQUIPMENT</b>																	
COMM & BATTERY SPEC	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A

## **EXHIBIT "A" HOURLY WAGE SCHEDULES**

### **Distribution**

#### **NOTES**

- (1)
  - (a) On Senior Line Specialist Crews the Company may, at its discretion, add one (1) additional employee in the classification of Ground Worker or lower. On Senior Line Specialist Line Crews, the additional employee may be in a classification higher than Ground Worker, provided the employee is unable to climb due to physical limitations or provided the employee replaces a craft worker or apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Line Specialist Crew as a fifth employee at any time.
  - (b) If any additional employees are added to the crews provided under (a), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist during such period.
  - (c) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist Overhead Line Crews will consist of up to four (4) employees, a Senior Line Specialist and any combination of the following classifications, Line Specialist, Apprentice, Equipment Operator, Ground Worker, or Helper. If the crew is increased to five (5) employees, the Senior Line Specialist will receive Chief Line Specialist pay; however, the employee will be required to work with tools. If the crew is increased to more than five (5) employees, then the Senior Line Specialist's duties will be those of a Chief Line Specialist.
  - (d) When three (3) or more craft workers are present at a job site, the senior person shall be paid at the Senior Line Specialist's rate.
- (2) Will receive temporary relieving pay as a Repair Technician "A" when working on vault or street lighting construction or reconstruction involving craft worker's work and the employee performs the duties of a craft worker.
- (3) Will not be required to work with tools when directing a crew which includes more than two (2) craft workers in addition to the employee, except for the purpose of instruction.

(4) *With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive ten cents (.10¢) per hour additional to their position in the pay scale bracket.*

(5) Dispatcher Clerk jobs posted at the Trouble Dispatching Locations, i.e. trouble dispatching locations may be scheduled under the same provisions as Paragraph 35(a) (6) which applies to Connect and Disconnect Specialist. *These employees will receive applicable shift differential. The primary function of these employees will be to dispatch Connect and Disconnect Specialist and perform assigned clerical work in addition to their dispatching duties.*

(6) Senior Line Specialist may be in charge of any combination of lower classifications up to a total of four (4) people.

(7) Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, 'A' Clerk or 'A' Clerk Steno wages will be increased by \$.50 per hour.

#### **GENERAL**

A pole hole digger will be operated by a craft worker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.

## EXHIBIT "A" HOURLY WAGE SCHEDULES

### Power Systems Division - Delivery

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>TRANSMISSION</b>																	
CHIEF LINE SPEC	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
SR LINE SPEC	25.46	25.46	25.99	25.99	26.44	26.44	26.90	26.90	27.37	27.37	27.85	27.85	28.27	28.27	28.69	28.69	N/A
LINE SPEC - HIGH VOLTAGE	24.21	24.21	24.72	24.72	25.15	25.15	25.59	25.59	26.04	26.04	26.50	26.50	26.90	26.90	27.30	27.30	N/A
<b>SUBSTATION</b>																	
CHIEF SUBST ELECT (2)	25.76	25.76	26.30	26.30	26.76	26.76	27.23	27.23	27.71	27.71	28.19	28.19	28.61	28.61	29.04	29.04	N/A
SR SUBST ELECT (1)	25.46	25.46	25.99	25.99	26.44	26.44	26.90	26.90	27.37	27.37	27.85	27.85	28.27	28.27	28.69	28.69	N/A
LEAD ELECT(4)	24.79	24.79	25.31	25.31	25.75	25.75	26.20	26.20	26.66	26.66	27.13	27.13	27.54	27.54	27.95	27.95	N/A
ELECT SUBST(4)	24.21	24.21	24.72	24.72	25.15	25.15	25.59	25.59	26.04	26.04	26.50	26.50	26.90	26.90	27.30	27.30	N/A
APPR ELECT SUBST	17.89	18.94	18.29	19.34	18.63	19.68	18.97	20.02	19.32	20.37	19.68	20.73	19.99	21.04	20.31	21.36	.15
<b>SERVICE &amp; CLERICAL (NON-SHOW UP)</b>																	
DIV LOAD DISPATCHER (S)	26.51	26.51	27.07	27.07	27.54	27.54	28.02	28.02	28.51	28.51	29.01	29.01	29.45	29.45	29.89	29.89	N/A
(7) DISPATCHER CLERK	18.22	18.82	18.62	19.22	18.96	19.56	19.30	19.90	19.65	20.25	20.00	20.60	20.31	20.91	20.62	21.22	.15
(7) OPERATION CLERK A STENO	14.51	18.71	14.90	19.10	15.23	19.43	15.57	19.77	15.92	20.12	16.27	20.47	16.58	20.78	16.89	21.09	.30
(7) OPERATION CLERK A	14.36	18.56	14.75	18.95	15.08	19.28	15.42	19.62	15.76	19.96	16.11	20.31	16.41	20.61	16.72	20.92	.30
<b>SERVICE &amp; CLERICAL (SHOW UP)</b>																	
PATROL PERSON**	23.51	23.51	24.00	24.00	24.42	24.42	24.85	24.85	25.28	25.28	25.72	25.72	26.11	26.11	26.50	26.50	N/A
EQUIPMENT OPER	18.12	18.92	18.52	19.32	18.86	19.66	19.20	20.00	19.55	20.35	19.91	20.71	20.22	21.02	20.54	21.34	.20
UTILITY WORKER	13.37	17.87	13.75	18.25	14.07	18.57	14.39	18.89	14.72	19.22	15.06	19.56	15.35	19.85	15.65	20.15	(Note 3)
<u>TRUCK ATTENDANT</u>	16.82	16.82	17.20	17.20	17.52	17.52	17.84	17.84	18.17	18.17	18.51	18.51	18.80	18.80	19.10	19.10	N/A

\*\*Non-climbing classification

**EXHIBIT "A" HOURLY WAGE SCHEDULES**

## Power Systems Division - Delivery

Classification	Effective 2/1/2001		Effective 5/1/2001		Effective 11/1/2001		Effective 5/1/2002		Effective 11/1/2002		Effective 5/1/2003		Effective 11/1/2003		Effective 5/1/2004		Increase every 6 months
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>SERVICE &amp; CLERICAL</b>																	
(SHOW UP) (cont'd)																	
TRUCK DRIVER HELPER	12.52	13.12	12.80	13.40	13.03	13.63	13.27	13.87	13.51	14.11	13.76	14.36	13.98	14.58	14.20	14.80	.15
HELPER	11.45	12.85	11.72	13.12	11.95	13.35	12.18	13.58	12.42	13.82	12.66	14.06	12.87	14.27	13.08	14.48	.20

## EXHIBIT "A" HOURLY WAGE SCHEDULES POWER DELIVERY

### NOTES

- (1)
- (a) The Senior Substation Electrician four person Substation Crew in the Power Delivery Business Unit will consist of a Senior Substation Electrician, two (2) craft workers, or one (1) craft worker and one (1) Apprentice, Utilityworker or Helper and Utilityworker, or Helper. If this crew is increased other than as provided for in (b) of this note, by one (1) or more employees, the duties of a Senior Substation Electrician will be those of a Chief Substation Electrician during such period.
- (b) On Senior Substation Electrician crews the Company may, at its discretion, add one (1) additional employee in the classification of Utility worker or lower. On Senior Substation Electrician crews, the additional employee may be in a classification higher than, provided the employee is unable to climb due to physical limitations or provided the employee replaces a craft worker or apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Substation Electrician as a fifth crew member at any time.
- (c) If any additional employees are added to the crews provided under (b), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist or Chief Substation Electrician during such period.
- (d) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist will consist of up to four (4) crew members a Senior Line Specialist and any combination of the following classifications, Line Specialist-High Voltage, Apprentice, Equipment Operator, Utilityworker, or Helper. If the crew is increased to five (5) crew members, the Senior Line Specialist will receive Chief Line Specialist pay; however, the employee will be required to work with tools. If the crew is increased to more than five (5) crew members, then the Senior Line Specialist's duties will be those of a Chief Line Specialist. This provision will in no way effect the present crew makeup of substation crews.

(e) When three (3) or more craft workers are present at a job site, the senior person shall be paid at the Senior Line Specialist's rate.

(2) Will not be required to work with tools when directing a crew which includes more than two (2) craft workers in addition to the employee, except for the purpose of instruction.

(3) Utilityworker - increase each 6 months:

6 months (75¢) 12 months (75¢) 18 months (50¢)

24 months (50¢) 30 months (50¢) 36 months (50¢)

42 months (50¢) 48 months (50¢) 54 months (50¢)

Utilityworker Ratio change to maximum of one (1) Utilityworker to two

(2) Craft workers.

(4) Lead Electrician Crew:

(a) Consists of up to five (5) Substation personnel which may include no more than two (2) craft workers.

and/or

Substation Electrician Crew:

(b) Consists of up to three (3) personnel which may include no more than one (1) craft worker.

(c) Crew size and make up include the craft worker running the crew.

(d) Any time the crew complement is expanded beyond the above allowable size or complement the appropriate crew leader shall receive the appropriate next higher rate of pay.

(5) With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive ten cents (.10¢) per hour additional to their position in the pay scale bracket.

(6) Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, "A" Clerk or "A" Clerk Steno wages will be increased by \$ .50 per hour.

## **GENERAL**

A pole hole digger will be operated by a craft worker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.

## **EXHIBIT "A" SHIFT DIFFERENTIALS**

A shift differential will be applicable to employees in classifications designated by (S) in any "Exhibit A", and any Distribution, Power Delivery Business Unit employees and employees who temporarily relieve in such classifications.

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 4:00 p.m. and 12:00 midnight, the employee shall receive a shift differential of sixty cents (60¢) per hour for all hours actually worked in such shift.

If fifty (50) percent or more of an employee's regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00a.m the employee shall receive a shift differential of seventy-five cents (75¢) per hour for all hours actually worked on such shift.

For all Distribution and Power Delivery Business Unit employees, all regular *scheduled straight time* hours worked on Saturday and Sunday will receive a weekend differential of one dollar (\$1) per hour, no other differential will be paid. All call out overtime hours worked on Saturday and Sunday will be at the overtime rate exclusive of the weekend differential. The weekend differential will apply to holdover overtime or to a regular scheduled employee called out ahead of their normal scheduled starting time.

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

### **SHIFT DIFFERENTIAL CLARIFICATION**

*Any non-rotating Distribution employee whose full, regular straight-time schedule falls between 6:00 A.M. and 7:45 P.M. on Monday, Tuesday, Wednesday, Thursday or Friday will not be entitled to any differential at any time.*

*Any non-rotating Distribution employee that works 50% or more of their regular straight time schedule between the hours of 4 P.M. and 8 A.M.,*

*Monday, Tuesday, Wednesday, Thursday or Friday, shall be entitled to the evening or midnight differential for any hours worked, except Saturday and Sunday.*

*Example: Regular Schedule, 3 P.M. - 11 P.M., Holds Over Until 2 A.M.  
From: 3P.M. - Midnight, \$.60 per hour (Monday - Friday)  
From: Midnight - 2 A.M., \$.75 per hour (Monday - Friday)  
From: Midnight - 2 A.M., \$1.00 per hour (Saturday)*

*Example: Regular Schedule (Tuesday - Saturday), 3 P.M. - 11 P.M.  
Holds Over on Saturday Night to 2 A.M. Sunday morning:  
From 3 P.M. - 2 A.M. - \$1.00 per hour*

*Example: Regular Schedule (Wednesday - Sunday), 3 P.M. - 11 P.M.,  
Holds over on Sunday Night to 2 A.M. Monday morning:  
From: 3 P.M. - Midnight, \$1.00 per hour  
From: Midnight - 2 A.M. \$.75per hour*

*Any "rotating" Distribution employee who works a schedule during hours to which a differential would be applicable on straight-time, then such employee shall receive the applicable differential on overtime. (Applies to all days of the week).*

*Example: Regular schedule 3 P.M. - 11 P.M. Tuesday, Wednesday, Thursday; 7 A.M. - 3 P.M. Friday and Saturday, off Sunday, Monday.*

*For any overtime (Holdover or Callout) the following would apply;*

*Tuesday through Thursday from 11 P.M. to Midnight - \$.60 per hour*

*Tuesday through Friday from Midnight - 8 A.M. - \$.75 per hour*

*From 4 P.M. - Midnight - \$.60 per hour (Monday and Friday)*

*From 12 A.M. (Saturday) - Midnight (Sunday) - \$1.00 per hour*

*From 12:01 A.M. (Monday) - 8 A.M. (Monday) - \$.75 per hour*

*Example: Regular schedule 11:30 A.M. - 7:30 P.M., Tuesday, Wednesday, Thursday, Friday, Saturday; off Sunday and Monday. Holds over until 2 A.M. Saturday morning;  
From 7:30 P.M. - Midnight - \$0.60 per hour  
From Midnight - 2 A.M. - \$1.00 per hour*

*Any non-rotating Distribution employee regularly scheduled to work Saturday and/or Sunday shall be entitled to the weekend differential if 50% or more of that schedule is on Saturday or Sunday. Any overtime hours worked on Saturday or Sunday shall not be entitled to weekend differential unless the hours worked are tied to their regular schedule straight-time hours.*

#### *Saturday and Sunday Examples*

*Example: Regular Schedule 8 A.M. - 4 P.M., Called Out at 6 A.M. and continues work until 4 P.M.  
From 6 A.M. - 4 P.M., \$1.00 per hour*

*Example: Regular Schedule 8 A.M. - 4 P.M., Holds Over until 9 P.M.  
From 8 A.M. - 9 P.M., \$1.00 per hour*

*Example: Regular Schedule 8 A.M. - 4 P.M., Called out at 1 A.M., works until 5 A.M.  
- No differential is applicable for overtime hours*

*Example: Regular Schedule 10 A.M. - 6 P.M., Called out at 8 p.m., works till 12 Midnight  
- No differential is applicable for overtime hours.*

*Intent of fifty percent (50%) rule for 4 P.M. - Midnight and Midnight - 8 A.M.*

*Fifty percent (50%) of your regular scheduled straight-time hours must fall within the appropriate timeframe in order to receive the applicable differential.*

*Example: Regular Schedule, 10 A.M. - 6 P.M.  
- No differential is applicable*

*Example: Regular Schedule, 2 P.M. - 10 P.M.  
From 2 P.M. - 10 P.M., \$0.60 per hour*

*Example: Regular Schedule: 11 P.M. (Friday) - 7 A.M. (Saturday)  
From: 11 P.M. - 7 A.M., \$1.00 per hour will be received for  
all 8 hours of the regular schedule worked.*

*Example: Regular Schedule (straight-time), 11 P.M. (Sunday) - 7 A.M.  
(Monday)  
\$.75 per hour will be received for all hours worked.*

## **MISCELLANEOUS - POWER SYSTEMS**

### **TRANSMISSION CREWS**

(1) The Company proposes to separate Transmission work from Distribution. New transmission crews will be posted as bare-hand show up crews or non bare-hand show up crews. They shall be covered by the provision of paragraph 48.1, except show up assignments may be for less than five (5) days. By giving show up personnel notice during their regular working hours of any day, they may be required to report to a different show up site the next work day.

(2) Travel assignments for show-up or travel shall be paid according to paragraph 41.

(3) Call out or prearranged overtime involving Transmission work will be offered to Transmission crews per paragraph 44. After available Transmission personnel in the area have been utilized, Transmission crews may be supplemented by Distribution employees as may be necessary. These crews will not normally be assigned to Distribution work. However, there may be times when they will be assigned jobs such as Transmission work orders where Distribution is involved.

(4) Under emergency conditions, these crews can be utilized to do any type of work that would normally be assigned to any overhead line crew. Such assignments will be made only after available Operation Crews in close proximity to the emergency have been utilized.

(5) The complement at locations having bare-hand crews will consist of at least one (1) Chief Line Specialist, one (1) Senior Line Specialist, four (4) Line Specialist, certified to do bare-hand work and the balance of the crew to be made up of any other applicable transmission classifications. The crew size at any location shall be no less than eight (8) personnel.

Employees holding bare-hand certification will receive a fifty-cent (.50¢) per hour premium. The company will determine the locations of bare-hand crews retaining certifications. Only personnel specifically trained and qualified for bare-hand work will serve as Chief Line Specialist or work on energized conductors, using the bare-hand technique. This includes personnel on the structure when the combination technique is being used.

(6) Any time a crew is performing the bare-hand technique, there will be a Line Fore Person present.

(7) There will be a committee of four (4) people appointed to formulate work procedures using the bare-hand method. Two (2) members will be appointed by the Company and two (2) by the Union. Any person serving on this committee will have to complete the bare-hand training. This committee may be used to demonstrate new work procedures.

(8) New work procedures or safety rules developed will be presented to the Joint Safety Committee before being used by the crews.

#### **GROUND WORKER IN TRANSMISSION AND DISTRIBUTION**

Ground Worker positions will be posted according to Paragraph 20 of the Memorandum of Agreement. A ratio not to exceed one (1) Ground Worker to one (1) Apprentice shall be established in Distribution on a system wide basis. The ratios and training progress will be reviewed quarterly with the Business Manager or the Business Manager's designee. This ratio applies to Apprentice Line Specialist and Apprentice Cable Splicer. Any of these Apprentice jobs which are posted "No Applicant" or "No Qualified Applicant" will be re-posted as a Ground Worker position and will not be included in the ratio stated above. This provision is made with the intent to "staff the job". If this results in an obvious inequity, the Director of Labor Relations and Business Manager of the Union will meet to resolve this issue.

#### **ASSIGNMENTS FOR STORM TRAINING AND RESTORATION**

The Company and the Union agree that the acute shortage of personnel experienced in construction work, during the emergency following a hurricane, makes it necessary to perform as many tasks as possible with people from other departments so that the experienced personnel can be used to the best advantage on actual construction work.

The storm assignments for many people are not closely related to their normal work. In these cases, experience, proficiency and seniority in their normal work are not a measure of ability to handle a particular storm assignment. Even though training is provided personnel assigned to a storm organization, it is by no means sufficient in itself to completely qualify an individual for a particular assignment. For these reasons, the Company shall have the right during storm training and following an actual storm to assign, and/or reassign each Area Clerk, Utility Employee, Area Supervisor, Guide, Messenger, Crew Supervisor, and Group Crew Dispatcher according to the needs rather than by job title, classification or seniority.

As to selection of employee to perform work, the distribution of overtime provision in the Memorandum of Agreement will not be considered applicable to the storm training assignments and classification; however, any overtime performed by an employee will be charged to the employee.

When a bargaining unit employee is assigned to work as an Area Supervisor or Crew Supervisor under the Storm Program, the employee will receive the rate of pay of an Assistant Supervisor or the employee's own, whichever is the greater amount, when the overtime for the pay period involved is finally computed.

- Any employee designated to work temporarily in a higher classification shall be paid at the rate of such higher classification, provided the employee works in such higher classification for one (1) hour or more at any given time.
- On call-outs and prearranged overtime, an employee designated to work in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually working in such higher classification.

*When an employee is designated to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification.*

Employees while in storm training classes shall receive the rate of pay of their own classification. When training is moved to the area headquarters, and area headquarters are established with field checks being made, the Utility Employee shall receive the rate of pay of Patrol

Person, the Area clerk shall receive the rate of pay of "A" Clerk, the Group Crew Dispatcher shall receive the rate of pay of Dispatcher Clerk, the Messenger and Guide shall receive the rate of pay of Truck Driver Helper, or the rate of pay of their own classification, whichever is higher. The reference to the classifications Area Clerk, Utility Employee, Guide, Messenger and Group Crew Dispatcher are temporary designations for use during storm training and on restoration work following an actual hurricane. These references are not to be interpreted as including such classifications under Exhibit "A" in the Memorandum of Agreement between the Company and the Union.

### **WELDING OF ALUMINUM BUS STRUCTURE**

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

### **DIRECT BURIAL SYSTEMS**

Underground crews (Cable Splicer Crews) will be used exclusively to build and maintain manholes and vaults (stack, concrete enclosed, wire enclosed) in areas where they are assigned. In outlying areas where no underground crew is available, the Company will have the right to relieve employees who have previously been a Cable Splicer and are qualified to perform this work. If a qualified Cable Splicer is not available, a Cable Splicer or underground crew will be traveled from locations the Company selects.

Overhead crews may be assigned to do any direct burial system jobs they are qualified to do. This includes installing duct or similar type material and pulling cable in same. Splices, terminations and connections made by overhead line personnel will be restricted to those not requiring hot metals or hot compounds. For pulling cable into vaults, overhead crews will be restricted to pulling cable into new vaults that have not been energized.

Service Specialist "A" may be utilized to run direct buried services which may require installation of conduit and pulling of cable, with the same restrictions on the use of hot metals or compounds as above.

Prearranged overtime involving construction or maintenance of direct burial systems will be assigned to either overhead or underground personnel in a working headquarters. If the job has not been started on regular time, the overtime will be assigned to the group with the lowest average number of overtime hours per person. Jobs which have been begun by overhead crews and involve overtime for completion will be assigned to overhead crews. The same principle applies to underground crews.

For emergency repairs, when service is interrupted to a vault, crew assignments will be determined by how long repairs will take and what expertise and employee power are needed. Available overhead crews may be utilized to initiate restoration repairs until underground crews arrive to complete the restoration.

The Company agrees that when a Cable Splicer crew consists of more than three (3) persons, the senior qualified employee will receive Lead Construction Specialist pay, however, the employee will be required to use tools. If the crew size is increased to more than five (5) persons, the employee will not be required to use tools except for instructional purposes.

On overhead crews, Chief Line Specialist pay shall be paid as spelled out in the Power System Exhibit "A", Note (1)(d).

Note: This agreement does not change the existing policy to call out underground crews for vault restoration.

#### **LETTER OF AGREEMENT - JANUARY 26, 1974**

The gloving issue is both highly controversial and emotional. Recognizing that it deals not only with safety of employees but also a safety rule now in effect, the entire matter will become the responsibility of the Joint Safety Committee. The Joint Safety Committee will, in turn, formulate a procedure by which the subject of voluntary gloving 7.6 KV to ground will be thoroughly researched and studied.

It is hoped that an acceptable recommendation for implementation of this procedure can be proposed by the Joint Safety Committee. In the event the Joint Safety Committee cannot make an acceptable recommendation on implementation of the gloving procedure by January 1, 1975, a three (3) employee committee will be established, composed of one (1) member designated by the Union and one (1) member designated by the

Company, and a third member selected by the Union and Company designees. The committee will decide the issue within thirty (30) days after submission of the dispute. In the event the Union and Company designees are unable to agree upon a third member to serve on the committee, a list of five (5) impartial persons will be obtained from Mr. W. J. Usery Jr., Director, Federal Mediation and Conciliation Service. The Union and Company designees will each strike two (2) names, with the remaining one becoming the chairman. The committee selected as outlined above shall decide gloving procedures to be used for the remainder of this contract period.

*For the Union*

*For the Company*

*/s/ J. H. Niles*

*/s/ J. E. Stall*

#### **Amendment to Letter of Agreement 1-26-74**

Change gloving procedures to provide for voluntary gloving of 13.2 KV to ground. The revisions and changes necessary to implement the gloving of 13.2KV to ground into the gloving program will be made by the Joint Gloving Committee, with the approval of the Joint Safety Committee.

#### **POWER SYSTEMS, STATIONS SAFETY COORDINATOR**

*In recognition of safety being a value at Florida Power and Light, it is agreed that a Safety Coordinator Position will be created to help establish and communicate the Value of safety to the Employees of the Substation Department of the Power Systems, Stations.*

*While it is the sincere desire of both Parties to cultivate a safe working environment by bringing about a "Total Safety Culture" among all employees, the parties believe that this position will enhance that desire while furthering the "Value" of safety to the employees of the Power Systems, Stations.*

*I. Coordinator:*

- a) There will be a coordinator selected by the Business Manager of System Council U-4 of the I.B.E.W.*
- b) The Employee selected will come from the Bargaining Unit and Business Unit and will be mutually agreed upon by the Director of the Power Systems, Stations.*

*c) The position will be a direct report to the Director of Stations.*

*II. Coordinator Salary and Terms:*

*a) The Coordinator will be paid at the top bracket of Maintenance Foreman rate of pay.*

*b) The Coordinator will receive raises per Exhibit "A" of the Memorandum of Agreement during their tenure as the Safety Coordinator.*

*c) The position will be filled for a minimum period of two (2) years from the date of signature. At the end of this term, the Business Manager and the Director of Power Systems, Stations will jointly re-evaluate the need for and structure of the position. If deemed necessary to replace the existing Coordinator, the process described in Paragraph I a&b shall be followed.*

*d) Upon exiting the position of Safety Coordinator, the Employee shall return to the original position, or go to the Classification and Location where his/her qualifications and seniority will allow per the M.O.A. Any employee displaced by this action will be absorbed then eliminated by attrition.*

*e) The position of Safety Coordinator shall not be rolled, however, the vacant position last held by that person in the Business Unit can be rolled by a senior qualified person.*

*III. Coordinator Duties:*

*a) Schedule safety functions relating to the Power Systems, Stations Joint Safety Committee and the Local Joint Advisory Safety Committees.*

*b) Provide communications to the Local Joint Safety Committees, all up dates, near misses and accidents, assist the L. J. A. S. C.'s in their needs for local safety meeting's and perform field visits on a routine basis.*

*c) Assist in all new safety equipment evaluations and safety related work process evaluations.*

*d) Coach and facilitate a safe work culture within the organization.*

*e) Work with all levels to evaluate behaviors and practices to both facilitate and develop opportunities to engage all individuals as participants in a "Safe Work Culture."*

*f) Provide guidance and training consistent with the growth and development of a safe work culture.*

*g) Execute Safety 2000 concepts.*

## **REVENUE PROTECTION**

*Locations will be established in the Company wide areas to perform work associated with Revenue Protection. Revenue Protection Meter Electrician "A" at these locations will be expected to perform any work normally performed by Meter Electrician, plus Revenue Protection investigations. Overtime associated with Revenue Protection within the area will be distributed within those headquarters. These will be considered area crews for the purpose of overtime assignments relating to Revenue Protection. Upon approval of the Memorandum changes, Revenue Protection Meter Electrician "A" jobs will be posted as soon as practical, based on the current needs Company wide.*

*Non-Bargaining-Unit personnel will disconnect meters (all self-contained residential accounts and single-phase commercial accounts) only in the course of collecting on accounts for nonpayment and will install lock rings in the same course of collecting activities.*

*Bargaining-Unit personnel will perform:*

- 1. All disconnects of meters for any reason other than for nonpayment.*
- 2. All connect and reconnects of meters, including reconnect on non-pay.*
- 3. All initial installations of lock pins.*
- 4. Installation of lock rings in cases where it is required to pull the meter before installing and any time lock rings are to be installed on a broad basis.*
- 5. All pulling of meters in the course of current diversion investigations.*

*SITUATION: At present (February 1, 1995) there are eighteen (18) Meter Electrician "A" positions in the Revenue Protection Department. Due to increasingly competitive bids by contractors, the metering work is currently in an unfavorable competitive position. This Memorandum is being proposed to make the Revenue Protection Meter Electrician more competitive.*

*RECOMMENDATION: Reinstate the Meter Electrician "B" position in the Revenue Protection Department which was discontinued via a Memorandum of Understanding dated October 21, 1957.*

## **RESPONSIBILITIES:**

- *Perform all functions of the Meter Electrician "B" classification as implemented in the Distribution Business Unit.*
- *Perform Revenue Protection investigations on self-contained meters.*

*Any qualified Meter Electrician "B" working on code 99/K base self-contained meters, or tap/retap Florida Power & Light service, or correcting a current diversion condition that is energized, will receive a minimum of one hour premium pay (equal to that of Meter Electrician "A" hourly rate of pay). Only Meter Electrician "B" who have successfully completed the Apprentice Meter Electrician program will be allowed to relieve in the Meter Electrician "A" classification.*

**IMPLEMENTATION PLAN:** *At the present time, through attrition, there are two (2) open positions. Upon ratification of this MOU, these positions will be filled with Meter Electrician "B" through the job posting procedure. Meter Electrician "A" positions in the Revenue Protection Department may be replaced with Meter Electrician "B" positions, only through attrition.*

## **DISCONNECT AND RECONNECT**

*This proposal to allow licensed certified Electricians to cut service at the customer's weather head is not intended to reduce staffing levels, but rather improve overall utilization of our service crews across the system. Over time it is anticipated this process improvement will provide higher levels of customer satisfaction and a more efficient work force. The Distribution Business Unit is committed to operate efficiently and safely while preserving the employees of the Company and Bargaining Unit positions and work.*

*How non-FPL disconnects will be done:*

- *Only single phase services of 200 amp or less.*
- *Voluntarily by licensed and certified Electricians.*
- *Work is to be permitted by the proper authority.*
- *Cutting of service will only be on customer's wire or cable.*
- *Where the service is not being relocated and service attachment is undisturbed.*

*FPL will perform all work associated with reconnection of the service.*

*This new policy is entirely voluntary for the Electrician involved. The decision to perform the disconnect function, when approved by FPL, shall be the sole decision of the Electrician involved on each D&R. FPL shall determine in each individual case if the Electrician will be authorized to perform the disconnect function of the D&R.*

*This policy will be reviewed by the Company and Union at the request of either party.*

## **COMPOSITE POWER SYSTEMS - TRANSMISSION CREWS**

*The Company and the Union agree to the following issues:*

- A joint team of two members appointed by the Company and two members appointed by the Union will be used to review the bid methodology developed by the Company. Bids will be prepared jointly by management and crew members of the bidding location.*
- Large construction projects which are outside the resources of any Power System Business Unit "area" will be offered to a composite crew. Composite crews shall have a Chief Line Specialist from the Power System Business Unit. All other crew members may come from any Power System Business Unit "area" or temporary workers for any combination of classifications necessary. The identified Chief Line Specialist will participate in the bid process. Temporary workers may be used if the workload of the Power System Business Unit is such that the composite crew cannot be filled by Florida Power and Light Company regular employees. Available and qualified Power Systems personnel by classification, shall be used before temporary employees.*
- For the composite construction crew, initial work (first job) will be assigned on an as need basis, but prior to subsequent work assignments, competitive bids will be secured between Florida Power and Light Company and the contractor workforce. All work to be accomplished on a bid basis will be awarded to the lowest evaluated bidder.*
- On small and medium size construction projects, the area responsible will have first right to the work based on workload and in service dates.*
- If the existing area workload is such that additional construction work cannot be accomplished by the area complement, the project will be included in the bidding process.*
- It is agreed between the Company and Union that temporary*

employees will be furnished through System Council U-4, International Brotherhood of Electrical Workers. A temporary employee is one who is employed by the Company for a job within the Power System Business Unit for a limited time on a purely temporary basis. Temporary personnel will be paid at the minimum of the wage scale of the corresponding classifications covered by the Memorandum of Agreement; Line Specialist, Equipment Operator or Ground Worker. Experienced Ground Workers will be paid at the maximum of the wage scale when experienced Ground Workers are requested. Temporary employees will not be allowed to temporary relieve into another Bargaining Unit classification. It is agreed that regular full-time Florida Power and Light Company Ground Workers or Utility Workers in Power Delivery will be offered temporary relieving into Craft Workers classifications provided they have successfully held that classification or have completed the Apprentice training requirements of that classification before temporary Craft Workers are used. These temporary employees will be paid for any holiday that occurs during their employment provided they work the scheduled day prior and the scheduled day after. The Company will collect Union dues, pay for overtime as provided by the Memorandum of Agreement, furnish appropriate protective equipment (including gloves) and have the sole right to determine continued employment. Temporary employees will not be eligible for any of the following: medical or dental insurance; pension benefits; thrift plan; sick pay; DIF; SIF; jury duty; vacation; shift differential; travel pay; lodging; pay for meals; bidding, rolling or recall rights; or the establishment of seniority. Temporary employees will work for a regular full-time Florida Power and Light Company employee assigned as "Chief/Senior Line Specialist." The Company agrees to offer temporary employment to qualified laid off employees from all departments of the Company prior to hiring temporary employees from other sources. This will not affect laid off employees recall right's under Paragraph 21 of the Memorandum of Agreement.

- In the event the composite crew cannot be filled on a voluntary basis by locations, selected by management, the crew may be staffed in inverse seniority order.

- *The number of employees that may be forced by inverse seniority may be no more than the following: GNT-2, SST-1, MWI-3, SET-3, COT-2, FMT-1, PBT-2 and SOT-3.*
- *Crew members when on assignment, are not eligible for call-out or prearranged overtime at their normal work location, if it would prevent the employee's from working the employee's fall schedule on the project.*
- *All overtime associated with the construction project will be worked by the crew assigned to the project. Regular Florida Power and Light Company employees shall be offered any overtime before any temporary employees.*
- *Compensation for travel shall be paid according to Paragraph 41 of the Memorandum of Agreement.*
- *The Company shall provide through existing inventory, or by lease, the vehicles and equipment necessary to complete the work in an orderly fashion.*
- *Measures of the crews performance shall be jointly developed, based on the information developed by the Joint Transmission Construction Team. These measures would include total cost per man hour and performance against bid price of work.*

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# 2002 CALENDAR YEAR

## January 2002

S	M	T	W	T	F	S
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## February 2002

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## March 2002

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## June 2002

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## July 2002

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## August 2002

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## September 2002

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## October 2002

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## November 2002

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## December 2002

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# 2003 CALENDAR YEAR

## January 2003

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## February 2003

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## March 2003

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## April 2003

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## May 2003

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June 2003

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## July 2003

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August 2003

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September 2003

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October 2003

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December 2003

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2004 CALENDAR YEAR

## January 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## March 2004

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## May 2004

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## July 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September 2004

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## November 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## February 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

## April 2004

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## June 2004

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## August 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

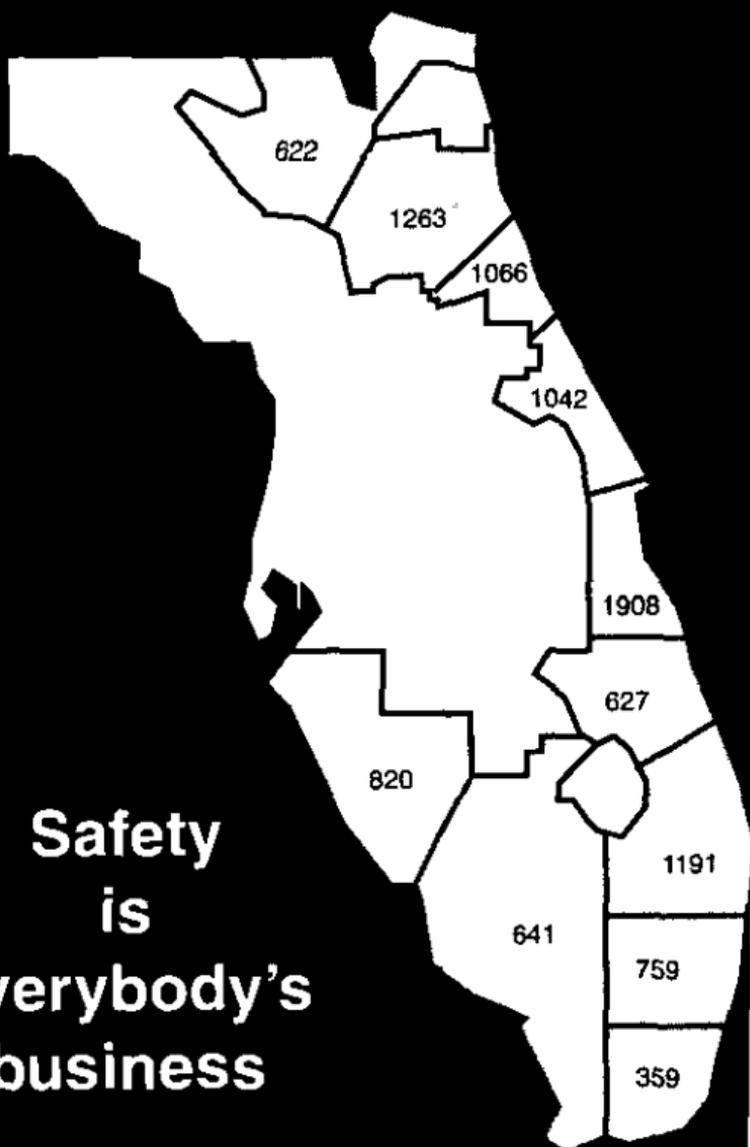
## October 2004

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## December 2004

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

I.B.E.W.  
System Council U-4  
Locals Serving Florida



**Safety  
is  
everybody's  
business**