

**Union Proposal #01  
Term Of Contract  
Wages**

**Term of Contract:  
Three (3) to Five (5) years.**

**Wages:**

**Fair and equitable wage increase based on COLA, CPI, various economic factors and the average national utility industry wage standards.**

**The parties agree to a wage reopener for the purpose of negotiating only the base wages as specified in Exhibit A for the fourth and fifth year of the agreement. Negotiations shall commence within thirty (30) days of the end of the third year of the contract (November 2019).**

**Union Proposal #02**  
**Temporary Wage Increase**  
**Article 1, Section 2, Paragraph (C) (1)**

(C) (1) A temporary employee is one who is employed by the Company on a job within the classifications covered by this agreement for a limited time on a purely temporary basis for a period not to exceed six (6) months. If temporary employment, other than employment on a contingent basis, continues for more than six (6) months, the job shall be considered as a regular job and posted accordingly. **At management's option, temporary Employees may receive a wage increase consistent with the wage steps in that classification. Upon re-hire, the Employee will resume the wage step earned at the time of being laid off.**

**Union Proposal #03**  
**Driving Time**  
**Article 2, Section 10, Paragraph (C)**

(C) Each employee shall live within reasonable travel time of their reporting headquarters. Line Department employees, not including System Transmission Construction Crew employees, in the Suncoast Florida Region, Central Florida Region, and North Florida Region shall live within ~~forty (40)~~ sixty (60) minutes travel time of their headquarters.

**Union Proposal #04**  
**I&C – Electrician Chief**  
**Article 3, Section 8, Paragraph (D)(3)**

(D) (1) The Company and the Union will meet annually for the purpose of discussing new technology that the Company is seriously evaluating that could have an impact on employment in the Bargaining Unit. The Company and the Union will also meet at the request of either party.

(2) Prior to announcing to employees, or the implementation of any significant Company initiative that will result in the layoff, restructure, or reorganization of Bargaining Unit employees as a direct result of the implementation of new technology, the Company will discuss with the Union the nature of the technological change, the reasons behind the Company's implementation of the new technology and the impact of the technology on Bargaining Unit employees. The Company shall also present a communications plan to the Union prior to discussing it with the Bargaining Unit employees. Following announcement of the initiative to employees, the Company will meet with the Union to explore training or job opportunities that may be created or would be available to Bargaining Unit employees and to discuss possible transition plans for employees affected.

**(3) Vacant job selection process for Chief over combined Electrical and I&C shops that have one Chief over both crafts. Posting will be for both an Electrical Chief and an I&C Chief. Senior applicant will be chosen from the combined posting, the other posting will be rescinded. Resulting vacancies or excesses will be handled per existing contract language.**

**Union Proposal #05**  
**Upgrade Seniority Loss**  
**Article 3, Section 8, Paragraph 3(B)**

(b) In cases where seniority is not used to offer upgrade to any non-Bargaining Unit position, all hours accumulated in excess of ~~720~~ 360 **three hundred sixty** straight time **and non-straight time** hours in any payroll calendar year shall be deducted from the employee's Bargaining Unit seniority. Upon returning to his/her former Bargaining Unit position, his/her seniority shall be re-established as of the date that the employee returns to the formerly held Bargaining Unit position.

**Union Proposal #06  
Contingency Postings  
Article 3, Section 12, Paragraph (E)(1)**

(E) (1) When a temporary assignment to be filled for ~~ninety (90)~~ **thirty (30)** days or more, or any such resulting vacancies, such assignment or resulting vacancies ~~which need to be filled,~~ will be posted on a contingent basis. When contingent assignments end, or if such job or jobs are posted on a regular basis, contingent assigned employees shall return to their previous regular jobs.

**Union Proposal #07  
New Holidays  
Article 4, Section 1, Paragraph (A)**

**ARTICLE IV**

**Holidays**

**Section 1**

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

New Year's Day

Good Friday

Memorial Day

(last Mon. in May)

Fourth of July

Labor Day

**Two Floating Holidays\***

Veteran's Day (Nov. 11)

Thanksgiving Day

Friday after Thanksgiving

December 24

Christmas Day

**One Floating Holiday\***

**Martin Luther King**

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

**Union Proposal #08  
New Hires - Holidays  
Article 4, Section 1, Paragraph (A)**

**ARTICLE IV**

**Holidays**

**Section 1**

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

New Year's Day

Good Friday

Memorial Day

(last Mon. in May)

Fourth of July

Labor Day

Veteran's Day (Nov. 11)

Thanksgiving Day

Friday after Thanksgiving

December 24

Christmas Day

One Floating Holiday\*

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



**Union Proposal #09**  
**Holiday Double-Time**  
**Article 4, Section 3, Paragraph (A)**

**Section 3**

(A) All employees who are required to work on a day observed as a holiday shall be paid ~~time and one-half~~ **two (2) times** of that straight time rate for such hours worked and in addition shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) hours or twelve (12) hours straight time pay and have a day off within a reasonable time. The day off shall be at a mutually satisfactory time, but must be scheduled and taken within the calendar year that the holiday falls with the exception of Christmas Eve and Christmas day which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. Call-outs are subject to minimum call-out provisions of this agreement.

**Union Proposal #10**  
**Holiday Usage**  
**Article 4, Section 3, Paragraph (A)**

**Section 3**

(A) All employees who are required to work on a day observed as a holiday shall be paid time and one-half of that straight time rate for such hours worked and in addition shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at the straight time rate. At the employee's option, the employee may forego the eight (8), ten (10) hours or twelve (12) hours straight time pay and have a day off within a reasonable time. The day off shall be at a mutually satisfactory time, but must be scheduled and taken within twelve (12) months of the actual holiday the calendar year that the holiday falls with the exception of Christmas Eve and Christmas day which must be taken on or before February 28 of the following year. Otherwise, the employee, at his or her option, shall be paid for the holiday. Call-outs are subject to minimum call-out provisions of this agreement.

**Union Proposal #11  
Holiday/Vacation Sharing  
Article 4, Section 4, Paragraph (B) \*New**

**Section 4**

**(A)** Employees must be employed on the day that a holiday is observed in order to be paid for the holiday or permitted a day off in lieu of being paid for the holiday in accordance with Sections 2 and 3 above.

**(B) Employees shall be allowed to donate Vacation/Holiday/Sick time hours to any Employee that they choose who may need it.**

**Union Proposal #12  
Vacation Enhancement  
Article 5, Section 1, Paragraph (A)**

**Section 1**

(A) Regular employees who commence employment ~~on or before June 30~~ and who have completed their probationary period shall be entitled to ~~one~~ ~~(1) three (3)~~ weeks of vacation. ~~These regular employees will continue to receive three (3) weeks of vacation annually with less than four (4) years of service. in that year, and to two (2) weeks of vacation in their second calendar year of employment. Regular employees who commence employment on or after July 1 and who have completed their probationary period shall be entitled to two (2) weeks of vacation in their second calendar year of employment.~~ Regular employees who have attained ~~five (5) four (4)~~ years or more of service but less than ~~ten~~ ~~(10) twelve (12)~~ years of service in that calendar year, shall be entitled to ~~three (3) four (4)~~ weeks of vacation in that year. Regular employees who have attained ~~ten (10) twelve (12)~~ years or more of service but less than ~~nineteen (19) twenty-one (21)~~ years of service in that calendar year shall be entitled to ~~four (4) five (5)~~ weeks of vacation in that year. Regular employees who have attained ~~nineteen (19) twenty-one (21)~~ years of service but less than ~~thirty-two (32) twenty-eight (28)~~ shall be entitled to ~~five (5) six (6)~~ weeks of vacation. Regular employees who have attained ~~twenty-eight (28) thirty-two (32) or more~~ years of service ~~but less than thirty (30) 32~~ years shall be entitled to six (6) weeks of vacation in that year and each year thereafter. ~~Regular employees who have attained thirty (30) or more years of service shall be entitled to six (7) weeks of vacation in that year and each year thereafter.~~ At the option of the employee, one (1) week of vacation may be carried over into the following year.

**Union Proposal #13**  
**SL Premium**  
**Article 6, Section 2, Paragraph (C)(7)**

(7) Special Line Crews shall be scheduled 4-10s, exclusive of meal time, Monday through Sunday, provided that the hours of work shall be between 6:00 a.m. and 10:00 p.m. The SL Crew can be “split” and placed on different schedules. Seniority shall be respected in the selection of schedules. When it becomes necessary to change schedules, where days worked or hours of work are to change, within the limits, including reporting times, employees will be given one (1) week notice of such change. Changes will be made on the first day of the workweek. Changes between the Sunday through Wednesday or Wednesday through Saturday schedules shall not be made more than once in any six (6) month period. When a temporary vacancy occurs on an existing Special Line Crew, such vacancy may be filled by rescheduling another employee by giving him at least twenty-four (24) hours prior notice of change in schedule.

Seniority will be respected in the choice of employees available for rescheduling to Special Line Crews. Notice shall not be required to return such employee to his normal schedule. After sundown, the Special Line Crews may perform the following tasks: emergency restoration, pre-arranged outages (within normally scheduled hours), streetlight maintenance and installation, non-energized construction of underground lines and equipment that are truck accessible, non-energized construction of new overhead single phase branch line poles, hardware, and equipment that are truck accessible (excluding installation of conductors), truck stocking and cleaning, and job preparation. All employees, when scheduled to work on Special Line Crews, shall receive ~~one dollar and thirty-five cents (\$1.35)~~ **two dollar (\$2.00)** per hour additional.

It is agreed that not more than a maximum of twelve positions or fifty percent (50%) of the total number of Line Department positions at a location, whichever is less, will be Special Line Crew positions. The ratio will be calculated by dividing the total number of (SL) Line Department Bargaining Unit positions at the headquarters by the total number of (NS) plus SL Line Department Bargaining Unit positions at the headquarters. These (SL) positions will be established by the creation of new positions or by posting vacancies that occur at the headquarters as (SL).

**Union Proposal #14**  
**Schedule by Seniority**  
**Article 6, Section 2, Paragraph (D)**

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

**Union Proposal #15**  
**Double time – 2<sup>nd</sup> or 3<sup>rd</sup> day off**  
**Article 6, Section 4, Paragraph (D)**

(D) When working an eight (8) hour shift, an employee required to work eight (8) hours or more on his first regularly scheduled day off shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. When working a ten (10) hour shift, an employee required to work on his first, second or third regularly scheduled days off shall be paid one and one-half (1-1/2) times his regular rate of pay for all hours worked on those regularly scheduled days off. However, if an employee working a ten (10) hour shift has worked at least eight (8) hours on ~~both his first and second a~~ regularly scheduled days off, he shall be paid two times (2) his regular rate of pay for all hours worked on his ~~second and/or~~ third regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the Company to work the employee on his first, second, and, if applicable third regularly scheduled days off.

**Union Proposal #16**  
**Portal to Portal**  
**Article VI, Section 5 (A) (1) (2) (New)**

**Section 5 -- Call-Outs**

**(A) (1)** If an employee covered by this agreement is called out after the close of his scheduled workday and before the beginning of his next scheduled workday, he shall be paid a minimum of two and one-half (2 1/2) hours at the applicable overtime rate. If he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be paid. In the application of this paragraph, if the employee completes his work so that there is a break prior to the time he normally reports, that work period should be treated as a separate call-out and paid the minimum of two and one-half (2 ½) hours. In the case of pre-arranged work, nothing prohibits an employee being assigned other work so that his work continues into his regular work period.

**(2) When an Employee responds to a callout he shall be paid from the time he accepts the call until the time that he returns back to his home. The time stamp to be used will be the ARCOS log.**



**Union Proposal #17**  
**Number of Calls – Neighboring HQs**  
**Article 6, Section 5, Paragraph (D)**

(D) When the Company determines the need for Company resources to respond to emergent call-outs in the Line Department in Distribution, Transmission Line, and/or in the R & D Man classification, the Company shall call the affected overtime call-out list at the headquarters, at least **one (1) time two (2) times**, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from that headquarters, the Company shall utilize the overtime call-out list at **a two** neighboring headquarters utilizing the regular call-out list at least **one (1) time two (2) times**, exhausting all telephone numbers, not to exceed three (3), provided by each employee. If sufficient employees still do not respond to the call-out, then the Company, at its discretion, may utilize other available resources to restore service.

**Union Proposal #18**  
**Off System Response**  
**Article 6, Section 5, Paragraph (E)**

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

**Union Proposal #19**  
**Out of town – overnight work**  
**Article 6, Section 5, Paragraph (G)**

**(G) On system emergent response outside regular reporting headquarters - when employees are required to be away from their regular reporting headquarters overnight, all hours worked shall be compensated at the rate of one and one-half times (1.5x) the rate of pay, except as otherwise required by this agreement. (e.g. if an employee works regularly scheduled hours after having stayed away overnight, all straight time hours will be paid at the premium time rate.)**

**Union Proposal #20**  
**Callout Percentage Rate - Line**  
**Article 6, Section 6, Paragraph (4)**

(4) All employees in the Line Department in Distribution (except for employees in the Distribution Control Center) are required to maintain a call-out percentage of ~~forty percent (40%)~~ thirty percent (30%) of emergent calls. In addition, when the Company determines that a situation exists in a headquarters (Distribution or Transmission) or Transmission show-up that requires all available line resources (“all hands on deck”), Article II, Section 7(A) will apply.

**Union Proposal #21**  
**2 Linemen – Lead Lineman Pay**  
**Article 7, Section 1, Paragraph (E)**

(E) In the Line Department, which includes the network section and the distribution section, in the Building Maintenance Department, in the Central Repair Department, in the Substation Construction and Substation Maintenance Departments and in the Air Conditioning Maintenance Department, when four (4) men are placed on the job for two (2) hours or more without direct supervision, the senior qualified Journeyman of the group shall be designated as "Lead Lineman," or "Lead Network Specialist," or "Lead Electrician," or "Lead Maintenance Mechanic," or "Lead Air Conditioning Mechanic," and paid seventy-five cents (\$.75) per hour above the top wage bracket of the regular Journeyman rate. **When two or three Linemen are placed on the same job for two (2) hours or more without direct supervision, the senior qualified Lineman shall be designated "Lead Lineman" and paid the "Lead Lineman" rate of pay.**

**Union Proposal #22  
Person in Charge (PIC)  
Exhibit A  
Article VII, Section 1**

**With the addition of the “Person in Charge” (PIC) concept implemented by the Company, there is a need to incorporate the terms and conditions, including wages in our MOA under Article VII, Section 1; titled, General Working Conditions. The Union is not opposed to this PIC position, however this change requires negotiated language.**

**Union Proposal #23**  
**Meal Allowance**  
**Article 7, Section 7, Paragraph (J)**

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive **\$14.10** **seventeen dollars and fifty cents (\$17.50)** on the next regular paycheck. Reasonable effort will be made to provide the earned meal(s) to the employee upon request. For all meal allowances earned, management, at its option, may provide a meal or pay the meal allowance.

**Union Proposal #24  
Minimum Staffing  
Article VII, Section 8 (B)**

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

**Negotiate minimum staffing levels for all facilities where safety may be compromised when shifts or schedules are not filled.**



**Union Proposal #25  
Fire Retardant Pants  
Article 7, Section 10, Paragraph (G) \*New**

**NEW:**

**(E) The Company shall furnish eight (8) Fire Retardant (FR) pants to new employees in the Line Department. Five (5) replacement FR pants will be furnished to any employees required to use such personal protective equipment (PPE) by the Company each year. Any shirts damaged during the year, in the normal course of business, shall be replaced.**

**Union Proposal #26**  
**Shift Differential 12 hour shifts**  
**Article X, Section 3**

**Section 3**

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

**Union Proposal #27  
Shift Differential  
Article X, Section 3 (1) (New)**

**Section 3**

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

<b>Name of Shift</b>	<b>Definition of Shift</b>	<b>12/01/16</b>	<b>12/01/17</b>	<b>12/01/18</b>	<b>12/01/19</b>	<b>12/01/20</b>
Day Shift	Where the majority of the scheduled hours worked are between 8:00 a.m. and 4:00 p.m.	0	0	0	0	0
Afternoon Shift	Where the majority of the scheduled hours worked are between 4:00 p.m. and 12:00 Midnight.	\$2.00	\$2.05	\$2.10	\$2.15	\$2.25
Night Shift	Where the majority of the scheduled hours worked are between 12:00 Midnight and 8:00 a.m.	\$2.25	\$2.30	\$2.35	\$2.40	\$2.50

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**Note: If the hours worked are evenly split between two shifts, the higher shift differential shall be paid for all hours worked.**

**(1) When the majority of the hours in a shift are on Sunday, a Sunday premium in the amount of \$1.95 per hour will be paid to an employee for all scheduled straight time hours worked on that shift. On December 1, 2017 this amount will increase to \$2.00 per hour; on December 1, 2018 to \$2.05 per hour; on December 1, 2019 \$2.10 per hour; and on December 1, 2020 to \$2.15 per hour.**

**Union Proposal #28  
Per Diem Increase  
Article X, Section 4**

**Section 4**

(A) The Company will pay the amount of Forty-five Dollars (\$45) ~~Twenty Dollars (\$20.00)~~ for each day worked by a regular employee on the Distribution Traveling Crew, the Transmission (including Substation Construction & Maintenance) Traveling Crew, and to those Employees in Fleet Services who regularly travel throughout the Company. This Forty-five Dollars (\$45) ~~Twenty Dollars (\$20.00)~~ payment will be paid to Distribution Travel Crews, Transmission Travel Crews, and Fleet Services employees for days worked when they are required to show up within twenty-five (25) fifty (50) miles from their headquarters or if they have no assigned headquarters from their legal residences. In addition, the Company will pay One hundred fifty (\$150.00) ~~One hundred twenty-nine (\$129.00)~~ to the above employees for each day worked at a work location that is outside twenty-five (25) fifty (50) miles or more from their headquarters or if they have no assigned headquarters from their legal residence. However, this payment of One hundred fifty (\$150.00) ~~One hundred twenty-nine (\$129.00)~~ per diem must comply with all applicable IRS regulations and guidelines.

(B) The Company will pay the amount of Forty-five Dollars (\$45.00) ~~Twenty Dollars (\$20.00)~~ for each day worked by a regular employee on the System Maintenance Crew (SMC) when working at their home plant. In addition, the Company will pay One hundred fifty (\$150.00) ~~One hundred twenty-nine (\$129.00)~~ to each of these employees for each day worked at a work location other than their home plant. This payment of One hundred fifty (\$150.00) ~~One hundred twenty-nine (\$129.00)~~ per diem must comply with all applicable IRS regulations and guidelines. For the System Maintenance Crew, their home plant (Anclote, Bartow, Crystal River or Suwannee) will be the one closest to their legal residence.

(C) The Company will pay the amount of Forty-five Dollars (\$45.00) ~~Twenty Dollars (\$20.00)~~ for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the traveling CTT/CTMO Crew (CT Maintenance Services Employees) for days worked when they are required to show up within twenty-five (25) fifty (50) miles of their legal residences. In addition, the Company will pay the amount of One hundred

**Union Proposal #28**  
**Per Diem Increase**  
**Article X, Section 4**

~~fifty (\$150.00) One hundred twenty-nine (\$129.00)~~ to each of these employees for each day worked at a work location that is outside a ~~twenty-five (25) fifty (50)~~ mile or more radius from their legal residence. This payment of ~~One hundred fifty (\$150.00) One hundred twenty-nine (\$129.00)~~ per diem must comply with all applicable IRS regulations and guidelines.

(D) Casual or Temporary employees in the Production Department will receive Seventy-five (\$75.00) for each day worked when assigned to work at facilities outside ~~twenty-five (25) fifty (50)~~ miles of their legal residence.

(E) For the purpose of establishing the “~~25 50~~-mile” standard, MapQuest or some other computer software to be mutually agreed upon, will be used.

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

(G) When an employee is working out of town and is scheduled for six (6) days of work per week, and does not return home on his/her off scheduled day, that employee will be reimbursed for actual expenses incurred for hotel and meals, not to exceed the amount paid by the Company for per diem for employees traveling outside the mileage limit set in Article X, Section 4. Reimbursement for actual expenses will require a receipt.

(H) Employees on the Substation Construction Travel Crews and the Transmission Line Construction Travel Crews will receive reimbursement for the actual round-trip miles driven, up to a maximum of 400 miles total, and the time to drive, each time that the show-up is changed. Travel for training and required Company meetings is not considered a show-up change.

Union Proposal #29  
401k changes  
Benefits – 401k

## Savings Plan for Employees of Florida Progress Corporation Summary Plan Description

HRI-PGNF-00012

Increase the 401k match by the following schedule.

2017 – 1% - total 7%

2018 – 1% - total 8%

2019 – 1% - total 9%

2020 – 1% - total 10%

### Your Contributions (pg. 7)

Your eligible pay includes your base pay earnings and any lump-sum base pay increases you receive during the calendar year, as well as any differential pay. For Plan purposes, differential pay is any pay you receive from the company with respect to any period during which you are performing service in the uniformed services, as defined by USERRA, during a period of active duty that lasts at least 30 days. Differential pay represents the difference, if any, between the wages you would have received from the company if you had been performing service for the company and the military pay you receive on active duty. Bonuses, incentive awards, overtime, double time, and other types of additional pay are not included in eligible pay for purposes of this Plan.

**Union Proposal #30  
 CBP Interest Credit Increase  
 Benefits – Cash Balance Plan Interest Credits**

# Retirement Plan for Bargaining Unit Employees of Florida Progress Corporation

Document number:

HRI-PGNF-00013

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Replace the Cash Balance Account Interest Credit Rate Schedules Chart:

**Cash Balance Account Interest Credit Rate Schedules**

<u>Years</u>	<u>Interest Rate</u>	<u>Ends</u>
<u>2003—2004</u>	<u>6.0%</u>	<u>12/31/2004</u>
<u>2005—2007</u>	<u>5.0%</u>	<u>12/31/2007</u>
<u>2008</u>	<u>5.5%</u>	<u>12/31/2008</u>
<u>2009</u>	<u>5.5%</u>	<u>12/31/2009</u>
<u>2010</u>	<u>5.5%</u>	<u>12/31/2010</u>
<u>2011</u>	<u>5.0%</u>	<u>12/31/2011</u>
<u>2012 and thereafter</u>	<u>4.0%</u>	

**Cash Balance Account Interest Credit Rate Schedules**

<u>Years</u>	<u>Interest Rate</u>	<u>Ends</u>
<u>2016</u>	<u>5.50%</u>	<u>12/31/2016</u>
<u>2017</u>	<u>6.00%</u>	<u>12/31/2017</u>
<u>2018</u>	<u>6.50%</u>	<u>12/31/2018</u>
<u>2019</u>	<u>7.00%</u>	<u>12/31/2019</u>
<u>2020</u>	<u>7.50%</u>	<u>12/31/2020</u>

**Union Proposal #30  
 CBP Interest Credit Increase  
 Benefits – Cash Balance Plan Interest Credits**

	CBP	VFINX
2003	6	28.5
2004	5	10.74
2005	5	4.77
2006	5	15.64
2007	5	5.39
2008	5.5	-37.02
2009	5.5	26.49
2010	5.5	14.91
2011	5	1.97
2012	4	15.82
2013	4	32.18
2014	4	13.51
2015	4	1.25
2016	4	7.72
Average	4.821429	10.13357

Chart compares the rate of return of the CBP vs Vanguard 500 Index Inv (VFINX)



**Union Proposal #31  
Cash Balance Plan Pay Credit Adjustment  
Benefits – Cash Balance Plan**

# Retirement Plan for Bargaining Unit Employees of Florida Progress Corporation

Document number:

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**Your age** in whole years (not rounded) at the beginning of each plan year, January 1.

<b>Cash Balance Account Pay Credits</b>	
<b>Age at Beginning of Calendar Year</b>	<b>Pay Credit Percentage</b>
Under 35	<del>3.00%</del> <b>4.00%</b>
35–39	<del>3.50%</del> <b>4.50%</b>
40–44	<del>4.25%</del> <b>5.25%</b>
45–49	<del>5.00%</del> <b>6.00%</b>
50–54	<del>6.00%</del> <b>7.00%</b>
55 or older	<del>7.00%</del> <b>8.00%</b>

**Pay Credit Formula**

Annual base pay rate - Pay Credit percentage = Pay Credit amount

**Union Proposal #32**  
**Benefits**  
**Dental**

**Dental**

- **One (1) free dental exam and cleaning per year for employees, retirees and dependents.**
- **Current and Future Retirees dental coverage paid 100%**
- **Increase the BU dental benefit paid out for services from \$1000.00 to \$3000.00 per calendar year without raising the premiums**

**Union Proposal #33  
Early Retirement Matrix  
Benefits – Early Retirement Matrix**

<b>Your age when your benefit begins:</b>	<b>If you have at least 15 but less than 20 years of Credited Service, then you get this percentage of your earned benefit:</b>	<b>If you have 20 or more years but less than <del>30</del> 35 years of Credited Service, then you get this percentage of your earned benefit:</b>	<b>If you have <del>30</del> 35 or more years of Credited Service, then you get this percentage of your earned benefit:</b>
<b>55</b>	<b>60%</b>	<b>65%</b>	<b>100%</b>
<b>56</b>	<b>65%</b>	<b>72%</b>	<b>100%</b>
<b>57</b>	<b>70%</b>	<b>79%</b>	<b>100%</b>
<b>58</b>	<b>76%</b>	<b>86%</b>	<b>100%</b>
<b>59</b>	<b>82%</b>	<b>93%</b>	<b>100%</b>
<b>60</b>	<b>88%</b>	<b>100%</b>	<b>100%</b>
<b>61</b>	<b>94%</b>	<b>100%</b>	<b>100%</b>
<b>62</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>63</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>64</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**Union Proposal #34**  
**Benefits**  
**High Deductible Health Plan (HDHP)**

**Medical**

- **Reduce High Deductible Health Plan (HDHP) insurance deductible to \$3000.00 out of pocket for family coverage with no increase to premium.**
- **Once the deductible is reached, 100% of the cost is paid by the company.**
- **Seed money for the HDHP will continue to be paid by the Company in the amount of \$1000.00**
- **Company match on Employee contributions for HDHP will be dollar for dollar until the maximum amount has been attained in the HDHP savings account.**

**Union Proposal #35  
Benefits  
Life Insurance**

**Life Insurance**

- **Employee Life Insurance at retirement equal to two (2) times the average annual pay for the highest 3 of the last 5 years, including overtime, for all Bargaining Unit Employees and Retirees.**
  
- **Spouse Life Insurance Plan coverage in the amount of \$50,000.00 and Child Life Insurance Plan coverage in the amount of \$25,000.00 to be paid 100% by the Company.**

**Union Proposal #36  
Benefits  
Longevity Pay  
Exhibit "A" Footnote**

**Longevity Pay**

- **Employees who have attained ten (10) or more years of service and have remained at the highest wage rate in any classification for six (6) months, will receive a \$0.20 per hour service premium to be added to the Employees' base wage and payable at the end of the year for all hours worked.**

**Union Proposal #37**  
**Benefits**  
**Maternity - Paternity Leave**

**Maternity/Paternity Leave**

- **Employees shall be granted two (2) weeks of paid leave time after the birth or adoption of a child.**

**Union Proposal #38**  
**OT for retirement**  
**Benefits – OT counts to retire**

**“High-4” Pay** means the **greater of:** 1) the average of the highest consecutive 48 months (4 years) of base pay out of the last 120 months (10 years) of employment or, 2) the average of the highest four calendar years of base pay throughout your entire career with the Company. **“Pay”** means base pay rate while a participant in this Plan, including base pay increases given as a lump sum and differential pay, **overtime, and double time** but not including **overtime, double time**, shift differential, bonuses, Employee Cash Incentive Plan awards, MICP awards, LTIP awards, commissions or any other types of pay. For purposes of the Retirement Plan, differential pay is any pay you receive from the Company with respect to any period during which you are performing service in the uniformed services, as defined by USERRA, during a period of active duty that lasts at least 30 days. Differential pay represents the difference, if any, between the wages you would have received from the Company if you had been performing service for the Company and the military pay you receive while on active duty. “Pay” in excess of IRS limits (\$245,000 in 2011) is not considered under the Plan formula.

***Pay Credits***

Pay Credits are added to your account on December 31 each year. The amount of your Pay Credits will depend on the following:

**Your annual base pay rate**, which means your base pay rate while a participant in the Plan, including base pay increases given as a lump sum and differential pay, **overtime and double time**, but not including **overtime, double time**, shift differential, bonuses, Employee Cash Incentive Plan awards, MICP awards, LTIP awards or any other types of pay. For purposes of the Retirement Plan, differential pay is any pay you receive from the Company with respect to any period during which you



**Union Proposal #38**  
**OT for retirement**  
**Benefits – OT counts to retire**

are performing service in the uniformed services, as defined by USERRA and the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART), during a period of active duty that lasts at least 30 days. Differential pay represents the difference, if any, between the wages you would have received from the Company if you had been performing service for the Company and the military pay you receive while on active duty. "Pay" in excess of IRS limits (\$245,000 in 2011) is not considered under the Plan formula. Special rules may apply to participants on military or disability leave. Please contact the Employee Service Center if this applies to you.

**Union Proposal #39  
Pension Plan Reversion  
Benefits – Pension Plan**

**All new IBEW SCU-8 Bargaining Unit employees will fall under the Final Average Pay formula of the Retirement Plan for Bargaining Unit Employees of Florida Progress Corporation.**

**All current employees that fall under the Cash Balance Plan formula will be given the option to revert back to the Final Average Pay formula.**

**Union Proposal #40  
Retiree COLA  
Benefits – Retiree COLA**

**Retirees will receive a cost of living increase every year based on the US COLA rates in effect on January 1 of that year for the Tampa Bay area.**

**Union Proposal #41  
Sick Time Changes  
Benefits – Sick Time**

**All Bargaining Unit employees will receive 120 hours paid sick time per year.**

**BU employees will be allowed to carry over up to 40 hours of sick time into the following year.**

**Union Proposal #42  
DBP – SS Elimination  
Benefits – Social Security Elimination**

# Retirement Plan for Bargaining Unit Employees of Florida Progress Corporation

Document number:

HRI-PGNF-00013

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### How the Final Average Pay Formula Works

When you are eligible for a pension, your monthly benefit is calculated using the following formula:

1-4/5% (or 1.80%) of your “High-4” pay times your years and months of Credited Service, but not more than 35 years (maximum 63%)	<b><u>minus</u></b>	<b><u>1-1/7% (or 1.14286%) of your age 65 Social Security benefit times your years and months of Credited Service, but not more than 35 years (maximum 40%)</u></b>	<b>equals</b>	Your earned benefit payable beginning at Normal Retirement
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**Union Proposal #43  
COORS, Callout Credit For Continuation  
COORS**

**New:**

**Should a line department employee continue with work for two and one-half (2-1/2) hours past their normal shift or scheduled stopping time, the employee will get credit for an accepted callout. If any manpower is called out of the employee's headquarters while they are working on overtime, that employee will be credited for accepting a callout.**

**Union Proposal #44  
COORS  
Fatigue Exemption**

**The parties will assign a code to COORS which will allow employees who have previously worked eight (8) hours of overtime in any twelve (12) hour period to turn down a callout without being charged. The reason on the code will be “Fatigued”. This code will be integrated into the COORS system and be applicable to all employees in all departments.**

**Union Proposal #45**  
**COORS, Exempting Contributing Neighboring Headquarters**  
**COORS**

**New:**

**If there are calls made to line department employees outside of the regular reporting headquarters, the employees will not be charged a decline for the callout. Should a line department employee accept the callout, he/she will get credit for accepting the call.**



**Union Proposal #46  
Switchman Classification  
Exhibit “A” – Addition, Line Department Classification**

**Create a new classification in Exhibit “A” named “[NS] Switchman”.**

**Duties of the Switchman will be similar to past duties that they had prior to 1994.**

**These would include:**

- **Switching on the grid for any reason, including**
  - **URD switching**
  - **Applying and removing hotline tags for other workers**
  - **Applying and removing hotline tags for contractors**
  - **Configuring regulators and other automated line equipment that can be done safely as a lone worker.**
- **Voltage Quality**
- **Outages (after Troublemens and Line Crews are fully mobilized)**
- **Harmonics/Interference work**

**Progression into this position will be in the Line Department with a rate TBD, however, higher than a Lineman.**

**Union Proposal #47  
Chief CTT  
Exhibit A – Chief CTT**

**Establish Chief CTT at pay rate of 10% above CTT IV.**

**Create a new position under Exhibit A**

**Chief Combustion Turbine Technician**

**This will be a 1 step pay scale**

**Wage will be before the general wage increase agreed upon during the 2016 negotiations.**

**Change Article III, Section 12 (F) to read as follows:**

(F) When the **Chief Combustion Turbine Technician**, Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, Chief Control Technician, Chief Fuel Equipment Operator, Chief Health Physics Technician, Chief Nuclear Chemistry Technician, Chief Nuclear Technical Support Technician, Chief Nuclear Electrician and Nuclear Master Mechanic leading the work of two (2) or more men is absent from the plant, the senior qualified Journeyman under his line of progression will be temporarily assigned to the higher classification. When a crew of three (3) or more journeymen or apprentices of the same craft, **or two (2) CTT's (if it is a CTT staffed site)**, is working on call-outs or prearranged overtime and the **Chief Combustion Turbine Technician**, Chief Instrument Mechanic, Chief Electrician, Master Mechanic, Chief Laboratory Technician, or Chief Fuel Equipment Operator normally leading their work is not in the plant, the senior qualified Journeyman will be temporarily upgraded to the higher classification. It is understood that this does not require more than one upgrading in each of the above classifications at a given time.

**Union Proposal #48  
Apprentice for all  
Exhibit C, Part 1**

**EXHIBIT “C (Part 1)”**

POWER GENERATION OPERATION FLORIDA  
APPRENTICESHIP PROGRAM

**I. STANDARDS**

A. Prerequisites/Preprogram Screening.

1. Employment criteria already established by Human Resources (HR) for hiring:

- a) Apprenticeship screening should be part of the HR hiring.
- b) All applicants will have to pass the MASS and/or POSS Test. This will eliminate the need for minimum duties & qualifications. Any employee entering the operator progression will be required to pass the POSS test.
- c) New hires must pass a physical abilities test.
- d) Employees enrolled in the Apprenticeship Program are not exempt from the Roll Process. Apprentices that are rolled from their classification, at their option, will be placed into the next available Apprentice position in the discipline and at the respective headquarters from which they were rolled without regard to the bidding process. If there is more than one Apprentice rolled out of his/her position, vacancies in the Apprenticeship Program in the discipline of the rolled Apprentices will be filled in the order of the seniority of the Apprentices who were rolled.

**e) Only PGOF and DTO (Decommissioning Transition Organization) regular bargaining unit employees will be part of the program.**

**Union Proposal #49**  
**Exhibit C**  
**Apprenticeship Training Program for**  
**Assistant Fuel Equipment Operator**

The Union is proposing to develop a program working with the Apprentice Review Committee to add a Fuel Equipment Operator to create an apprenticeship for developing Journeymen Operators in the coal yard. We have assistants and a training manual but no real accountability to replace our aging workforce in the field.

There is no mechanism in place to assist in the development of skilled Fuel Equipment Operators.

# Union Proposal #50 SPAC Qualifications Exhibit D

## Attachment "A"

### Job qualifications for: Assistant System Protection & Control Technician

#### PREQUALIFICATION TEST

- Ability to demonstrate a strong aptitude for technical work by passing the applicable EEI Technician test.
- Switching & Tagging Certification (within 180 days).

#### EDUCATION/EXPERIENCE

##### Effective for jobs posted on or before December 31, 2013:

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

##### Effective for jobs posted after January 1, 2014:

~~Must possess a minimum two (2) year degree or equivalent (2 year diploma or certificate program from a vocational school or community college) in Electronics, Electrical Technology or similar electrical field of study. Military certifications as mutually agreed to by the Company and Union will be accepted in lieu of the two year degree in electrical technology. Further, at the discretion of the Company, a four year degree from an accredited university is acceptable in lieu of the two year degree.~~

**Union Proposal #51  
Eliminate SOPD for ECC  
Exhibit E, Paragraph 1.2.2**

**Exhibit E – Energy Control Center**

1.2 Selection Requirements

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

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

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

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

**Union Proposal #52  
Travel Crews in Zone  
Exhibit F**

**EXHIBIT “F”**

**DISTRIBUTION AREA TRAVEL CREWS**

- These positions will be posted Non Shift (NS) for Lineman, Lineman Apprentice, Groundman, and Equipment Operator at the discretion of Management.
- Management maintains the right to post and abolish positions in accordance with the Article III Section 7. The number of Travel Crew positions within a region will not exceed twenty percent (20%) of the total number of Line Department (Distribution) positions within a region.
- Each zone is required to staff one (1) distribution travel crew consisting of five (5) linemen, four (4) apprentices, and one (1) equipment operator using net new positions.

**Union Proposal #53**  
**Apprentice Training Crews – Less than 50 miles Travel Pay & Mileage**  
**MoU Apprentice Training Crews**

(Change the 50 mile requirement for travel time and mileage for training crews to to eliminate minimum distance up to 50 miles. Milage will be calculated from the employee's headquarters and paid on the clock along with travel mileage.)

28) All employees assigned to a Training Crew where the work is inside a 50-mile driving distance from the employee's respective headquarters will be paid travel miles from their respective regular headquarters to the new show up site for this Crew, per day, for travel to and from the work assignment in accordance with IRS guidelines. Employees will report to the new show up site at the established start and stop times for the project regardless of location within the 50-mile driving distance. All travel time and mileage will be paid by the Company. There is no paid travel time when the work assignment is within a 50-mile driving distance of the employee's regular headquarters.



**Union Proposal #54  
Specify CR Site Support  
Crystal River Site Support – MOU**

**Memorandum of Understanding**

**Crystal River Production Stores Employees-Work Schedule**

This Memorandum of Understanding (“MOU”) is agreed to by and between Duke Energy Florida, Inc. (“Company”) and the IBEW System Council U-8 (“Union”). This MOU is intended to amend the Memorandum of Agreement (“MOA”) to provide for expanded hours of work for Stores employees reporting to the Crystal River **Site Support Warehouse, (CSS) Fossil stations** (“Crystal River Production Stores Employees”). This change will provide better customer support from those Employees.

1. Effective the first pay period following the signing of this MOU, the following change, noted per the bolded underlining, will be made to Article VI, Section 2(C)(4) of the MOA:

(4) Stores Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, at Management's option. Schedule shall be Monday through Saturday, between the hours of 6:00 a.m. to 9:00 p.m., in all headquarters except Wildwood and Crystal River **Site Support (CSS)**, where coverage may be from 6:00 a.m. to 11:30 p.m., except for Tractor-Trailer Operators, whose hours shall be from 6:00 a.m. until 1:00 a.m. the following day. Stores Department employees assigned to the Production Department may be scheduled in accordance with the work schedule of that facility. Shift differential will be paid as provided for in Article X, Section 3. Seniority will be respected in the assignment of work schedules.

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**Union Proposal #55**  
**Negotiate the following programs**

**The parties will negotiate the following programs in good faith:**

- **Human Performance Expectations for C&M employees**
- **NERC CIP Access Process**
- **Person In Charge (PIC)**
- **Personnel Risk Assessment (PRA)**
- **Post-trip, Pre-trip Inspection Reporting**
- **Pre-job Brief Form**
- **Quick Fit Program**
- **Site Entry Policy**
- **Switchyard Access Policy**