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## Agreement

This Agreement made and entered into this 27<sup>th</sup> day of March, 2017 by and between Duke Energy Florida, Inc., f/k/a Florida Power Corporation, their successors and assigns, hereinafter called the "Company," and the International Brotherhood of Electrical Workers System Council U-8, hereinafter collectively referred to as the "Union."

WITNESSETH: That for the purpose of establishing working conditions, rates of pay and hours of work, and of promoting teamwork and efficiency in the operation of the Hines Energy Complex where members of the Union are employed, the parties hereto contract and agree with each other as follows, to-wit:

The Company and the Union have jointly entered into this Agreement in a sincere and good faith effort to establish work rules and related working conditions so as to enable the Company to meet the competitive challenges facing the facility. The Union and the Company pledge to cooperate throughout the term of this Agreement.

It is expressly agreed and understood by the parties that this Agreement has been entered into for the specific purpose of enabling the Company to operate the Hines Energy Complex in a cost-effective and competitive manner.

## **ARTICLE I**

### **Recognition and Representation**

#### **Section 1 - Contract Ratification**

The Company recognizes the Union as exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all Hines Energy Complex employees subject to this Agreement.

For the purposes of this agreement, Hines Energy Complex shall mean the Hines facility at 7700 County Road 555, Bartow, Florida, and the Tiger Bay facility at 3219 County Road 630 West, Ft. Meade, Florida. This Agreement shall apply to bargaining unit employees employed by the Company at the Hines Energy Complex. This Agreement shall be voted on and ratified by employees at the Hines Energy Complex only, who are members of the Union in good standing, in accordance with the constitution and by-laws of the Union. All employees covered by this Agreement are hereinafter referred to as "employee."

#### **Section 2 - Regular & Temporary Employees - Probation Period**

- (A) A regular employee is one who is employed on a full-time basis by the Company on a job within the classification covered by this Agreement, for the purpose of performing such work as has to be done continuously and regularly.
- (B) All employees hired on a regular basis shall serve a probationary period of six (6) months from the initial fire of Power Block One or six (6) months from the original date of regular employment thereafter. During this probationary period, employees must successfully perform the work to which they are assigned, and demonstrate the ability to perform multiple journeyman skills. At any time prior to the expiration of this probationary period, the Company may release such employees for any reason without recourse to the grievance/arbitration procedure; however, in all other matters these employees shall be entitled to benefits provided by this Agreement.
- (C) Temporary Employees
  - (1) A temporary employee is one who is employed by the Company on a job within the classification covered by this Agreement for a

limited time on a purely temporary basis for a period not to exceed six (6) months cumulative in any calendar year.

- (2) A temporary employee will receive wages, overtime pay and meals as provided for in this Agreement.
- (3) In the event new construction is contracted out, such work shall be performed under the applicable building trades wages and conditions.

## **ARTICLE II**

### **Company-Brotherhood Relations**

#### **Section 1 - Management Rights**

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

#### **Section 2 - Bulletin Boards**

The Union shall be permitted to use space on designated bulletin boards of the Company at the Hines Energy Complex where members of the Union are employed, under the terms of this Agreement, for posting official notices of the Union for its membership.

#### **Section 3 - Union Membership**

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

#### **Section 4 - Dues Withdrawal**

The Company agrees, upon the written individual request of any employee who is a member of the Union, and until such authority is revoked in writing by such employee, to deduct from the pay of such employee such monthly dues as he shall specify as payable to the Union. The Union agrees to indemnify, defend and hold the Company harmless against any and all claims or liabilities arising out of the administration of this Section.



## **Section 5 - Anti Strike Clause**

- (A) The Union and its members agree that during the term of this Agreement there shall be no strikes, walk-outs, sit-downs, slow-downs, or other concerted cessation or delay of work by the Union or its members, including sympathy strikes. The Company, on its part, agrees that during the term of this Agreement there shall be no lock-outs of the Union or its members.
  
- (B) In the event that any violation of the preceding paragraph (A) occurs which is not authorized by the International Brotherhood of Electrical Workers, the Union or any Local Union, the Company agrees that there shall be no liability on the part of the Brotherhood or the Local Union or its officers, representatives or affiliates, provided that in the event of such unauthorized action the Brotherhood and the Local Unions first meet the following conditions:
  - (1) To declare publicly that such action is unauthorized.
  - (2) To promptly order the members of the Brotherhood to return to work.
  - (3) That the Brotherhood and the Local Union shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in or encouraging any unauthorized strike, concerted cessation or delay of work on the part of the employees of the Company.

## **Section 6 - Manufacturer and Vendor Representatives**

When a qualified employee covered by this Agreement is reasonably available, manufacturer or vendor representatives, supervisors or other Company employees will not do work normally done by Bargaining Unit employees, except during emergencies, or for the purpose of testing or instructing.

## **Section 7 - Anti Discrimination Clause**

The terms, conditions and nomenclature throughout this Agreement are applicable to all employees covered hereunder without regard to race, color, religion, national origin, age, sex, disability, or veteran's status as required by applicable city, county, state and federal law. The use in this Agreement of masculine pronouns, e.g.,

him, his, he, himself, shall be interpreted to include the corresponding feminine pronouns.

### **Section 8 - Personnel Files**

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

### **Section 9 - Maintenance**

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

## **ARTICLE III**

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

Management and Union agree that their mutual interest is to staff the Hines Energy Complex with the highest caliber employees who are capable of performing all aspects of plant operations and maintenance.

#### **Section 1 – Seniority**

- (A) Seniority, for the purposes of this Agreement, shall be defined as continuous service, as a Duke Energy employee at the Hines Energy Complex, based on the Hines Energy Complex payroll starting date.
- (B) The Company agrees to revise the seniority roster during January of each year to include all employees entering the service of the Company, at the Hines Energy Complex, during the preceding calendar year. The seniority roster shall indicate the seniority date of each employee. Such roster shall be posted on the bulletin board and the seniority of such new employees shall become final unless protest is received in writing from the employee within a period of thirty (30) days after such posting. Employees in military service or other leave of absence on the date the seniority rosters are posted shall be allowed thirty (30) days from the date they return to active employment of the Company in which to file protest. Protests shall be investigated and acted upon by representatives of the Company and the Union, whose decision shall be final.
- (C) In the matter of the filling of vacancies and in re-employment, after layoff, the applicant having Hines Energy Complex seniority who is qualified to do a good workmanlike job will be selected. Determination of such qualifications shall be made by the Company, provided, however, that any dispute which may arise in connection therewith may be handled as a grievance.
- (D) Seniority rights shall only exist at the Hines Energy Complex, and may not be used at other Company locations. Seniority accumulated at other Duke Energy Florida facilities or departments will not be recognized at the Hines Energy Complex. However any employee selected for a position at the Hines Energy Complex from another Duke Energy Florida department and returning to a Duke Energy Florida department in which he has previously worked or for another Duke Energy Florida department from the Hines

Energy Complex and returning to the Hines Energy Complex, shall be given credit for the seniority he formerly held in the department to which he returns.

## **Section 2 - Layoff and Recall**

- (A) The seniority of any employee shall terminate under any of the following conditions.
  - (1) When laid off for a period of more than two (2) years, seniority shall accumulate during such period of lay-off up to a maximum of two (2) years.
  - (2) When an employee who has been laid off fails to return to work within one (1) week after written notice is sent to him by registered mail, return receipt requested, to his last known address requesting him to return to work; or when he fails to notify the Company within forty-eight (48) hours after he receives such notice that he will return to work within (2) weeks. The Company will furnish the Union with a copy of its notice to the employee.
  - (3) When an employee resigns his employment with the Company.
  - (4) When an employee is discharged for just cause.
- (B) In the reduction of forces, or where a job in a classification is discontinued at a location, all lay-offs, demotions or adjustments resulting therefrom, shall be made in inverse order of seniority of the employees at the Hines Energy Complex, provided the employee has the ability to perform the work.
  - (1) All regular employees who are laid off shall be offered severance pay equivalent to two (2) weeks pay for every year of service to the Company. An employee with less than one (1) year of service shall be offered two (2) weeks pay. An employee who accepts the severance pay waives the rights proved in paragraph three (3).
  - (2) Temporary non-Bargaining Unit Positions
    - a) In cases where a Bargaining Unit employee is temporarily assigned to any non-Bargaining Unit position, where the assignment was offered by seniority, no Bargaining Unit seniority will be deducted.
    - b) In cases where seniority is not used to offer upgrade to any non-bargaining unit position, all hours accumulated in excess

of 720 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.

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

If the Hines Energy Complex is to be closed, the Company shall notify the Union at least sixty (60) days in advance. An employee who has been laid off due to lack of work shall be considered in the same manner as though he had applied through the posting procedure, for any opening which occurs within two (2) years immediately following the lay-off, in a classification that he may be qualified to fill, provided he has made application to the Company in writing for reinstatement in such classification. Laid off employees who are beyond the two (2) years lay-off period will have additional seniority restored up to three (3) years if rehired.

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

### **Section 3 - Reinstatement to Bargaining Unit**

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

#### **Section 4 - Work Assignment Rotation**

- (A) Annually, in October, if management determines that adjustments need to be made to shift staffing, it will meet with Union leadership to discuss its needed adjustments. For the purposes of rebalancing, Management will have the right to make involuntary re-assignments between shifts for up to two (2) GPSs. No employee shall be forced to move more than one (1) time every four (4) years.
- (B) Bi-annually, in November, each shift will be given the opportunity to rotate work assignments. Those work assignments will be Power Block 1, Power Block 2, Power Block 3, Power Block 4, Tiger Bay, Maintenance and, at managements option, Utility. Management will inform the Union of the staffing requirements needed prior to the selection process. The first four Maintenance assignments will be filled by one GPS from each shift (B Shift, C Shift, D Shift, and E Shift). The work assignment selection will be completed independently on each shift by seniority starting with employees in the GPS classification, followed by the GPS2 classification. These assignments will be effective the first full pay period after January 1 of the following year. Any changes to this Section must be mutually agreeable to both the Company and the Union on a case by case basis.
- (C) When a position is vacated after selection is complete, the position will be offered by seniority on that shift to the first employee not previously offered that position. Subsequent vacancies created by this will be offered in the same fashion until the bottom of the shift seniority list is reached. All assignment changes resulting from this will be completed no later than 30 days from the position being vacated.

#### **Section 5 - Cross Contract Bidding**

If no application is received from an employee qualified to fill a job or vacancy, the Company shall post for bid the open position for the employees under the Main MOA. The Company shall award the position to the senior qualified employee. In order to be considered qualified for employment, an employee must have no active "time off" discipline in his personnel file and must be deemed qualified by the Hines GPS Review Committee. Employees hired pursuant to this language will have no bidding rights back to the classifications covered under the Main MOA for a period of three (3) years. If no application is received from a qualified employee, the Company shall then have the right to fill the job from any available source.

## ARTICLE IV

### Holidays

#### Section 1 - Holiday Policy

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

New Year's Day	Veteran's Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day (last Monday in May)	Friday after Thanksgiving
Fourth of July	December 24
Labor Day	Christmas Day
	Two Floating Holidays

(B) Hines bargaining unit employees will observe the holiday on the day on which it falls.

#### Section 2 - Holiday Pay

All employees shall receive holidays with pay for the holidays specified in Section 1 of this Article. If a holiday falls on the employee's day off, he shall be allowed eight (8) hours, ten (10) hours or twelve (12) hours pay, depending on work schedule, at straight time rates or a day off within a reasonable time at the option of the employee, for which he shall be paid eight (8), ten (10) or twelve (12) hours (depending on his schedule) at his straight time rate, plus premium pay at one and one half (1½) times his straight time rate for all hours he is required to work on said day. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with the exception of Thanksgiving, Day after Thanksgiving, 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. The floating holiday is to be a day selected by the employee mutually agreeable to both the employee and the Company but it must be scheduled and taken within the calendar year that the holiday falls.

### **Section 3 - Equivalent Day Off**

All employees who are required to work on a day observed as a holiday shall be paid time and one-half (1½) of that straight time rate for such hours worked and in addition shall be allowed eight (8), ten (10) 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) or twelve (12) hours straight time pay and have an equivalent day off within a reasonable time. The day off shall be at a mutually satisfactory time, but it must be scheduled and taken within the calendar year that the holiday falls with the exception of Thanksgiving, Day after Thanksgiving, 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.

### **Section 4 - Holiday Pay Eligibility**

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.



## **ARTICLE V**

### **Vacations**

#### **Section 1 - Vacation Hours and Carryover**

- (A) A regular employee, who has completed his probationary period, shall be given eighty (80) hours vacation. Regular employees who have attained five (5) years or more of service but less than twelve (12) years of service in that calendar year, shall be entitled to one hundred twenty (120) hours of vacation in that year. Regular employees who have attained twelve (12) years or more of service but less than twenty-one (21) years of service in that calendar year, shall be entitled to one hundred sixty (160) hours of vacation in that year. Regular employees who have attained twenty-one (21) years of service but less than thirty-two (32) years of service shall be entitled to two hundred (200) hours of vacation in that year. Regular employees who have attained thirty-two (32) or more years of service shall be entitled to two hundred and forty (240) hours of vacation in that year and each year thereafter. Eighty (80) hours of vacation may be carried over into the following year.
- (B) All regularly scheduled days off adjoining the vacation period requested by the employee based on the established operational schedule at the time of vacation approval shall be protected. Nothing in this section prevents an employee from working during their off scheduled days if work by the callout overtime list is offered.
- (C) A vacation period shall consist of five (5) consecutive shifts (eight (8) hours), four (4) consecutive shifts (ten (10) hours), or three (3) consecutive shifts (twelve (12) hours).

#### **Section 2 - Vacation Approval**

- (A) It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. In arranging vacations, seniority will be given preference. Employees may take their vacations in weekly periods of seven (7) consecutive days. Consecutive weeks are considered as one vacation period for scheduling preference. Vacations of less than one (1) week may be approved by the supervisor. A vacation schedule for the following calendar year shall be established no later than December 15. Employees, who have not indicated their

vacation preferences by December 1, shall be given preference for available vacation periods on a first come basis. It is understood and agreed that vacation periods may be changed by mutual consent between the employee and the Company at any time. Prior to December 1, employees may indicate their vacation choices in numerical order of preference by writing the appropriate numerals in the designated blocks for each vacation period; i.e., #1 for first choice, #2 for second choice, etc. First choice selections are determined solely by seniority. Subsequent choices are determined by numerical order; seniority will prevail in the event of identical numeral choices for the same period. Vacations can be taken any time between January 1 and December 31.

- (B) For the purposes of vacation scheduling the Company shall recognize "Blue Days" as mutually agreed to and defined in the Hines Energy Complex Callout and Overtime Procedure.
- (C) Upon mutual agreement, in the event a selected annual vacation period becomes available after the original vacation schedule is posted, the senior employee(s) who had previously submitted their vacation selection(s) for that specific vacation time period will be given the opportunity to assume the available vacation period.

### **Section 3 - Recall from Vacation**

- (A) An employee will not be required to work during his assigned vacation period except during an unusual emergency. If required to work scheduled hours, he shall receive his vacation pay and, in addition thereto, he shall be paid at one and one half (1½) times his regular straight time rate for all such hours worked. If required to work off-schedule hours, he shall be paid at two (2) times his regular straight time rate for all such hours worked. At the employee's option the employee may forego his/her vacation pay and be allowed to reschedule his/her vacation at a mutually convenient time to both the employee and the Company.
- (B) Should an employee be recalled for emergency duty while on vacation, the Company will pay all necessary expenses which he may incur as a result of such recall.

## **Section 4 - Vacation Pay upon Termination**

Effective through December 1, 2019:

If an employee's employment is terminated, due to retirement, medical inability to perform work or reduction in force, he shall be granted the vacation pay to which he would have been entitled during the year. This includes any employee retiring on January 1. Notwithstanding anything in Section 1 to the contrary, employees who quit or are discharged shall, at the time of their termination, be considered to have earned and will be paid 1/12<sup>th</sup> of the year's vacation for each full or partial month that they work in that calendar year; except that, employees hired after July 1 who terminate in that calendar year shall not be paid such vacation pay. For employees who quit or are discharged, unearned vacation taken in the calendar year of termination will be deducted from the employee's final paycheck.

Effective on and after December 2, 2019:

Notwithstanding anything in Section 1 to the contrary, employees terminating in a particular calendar year shall, at the time of their termination, be considered to have earned and will be paid 1/12<sup>th</sup> of the year's vacation for each full or partial month that they work in that calendar year; except that, employees hired after July 1 who terminate in that calendar year shall not be paid such vacation pay. In the year of their termination, for employees who have taken more vacation than they earned to the date of termination, the Company will not seek to recover such unearned vacation.

## **Section 5 - Vacation and Staffing Requirements**

- (A) For employees working rotating shifts who have expressed a vacation preference by December 1 for the following year, a minimum of 33% of GPSs who are scheduled during a 24 hour period will be allowed off due to holiday or vacation requests. For employees working rotating shifts who make a holiday or vacation request after December 1, a minimum of 20% of GPSs will be allowed off. Additional requests made pursuant to this paragraph may be granted by Management based on business conditions. All other vacation requests will be handled in accordance with Section 2 above.
- (B) For employees working non-rotating shifts who have expressed a vacation preference by December 1 for the following year, a minimum of 33% of GPSs who are scheduled during a 24 hour period will be allowed off due to holiday or vacation requests. For employees working non-rotating shifts

who make a holiday or vacation request after December 1, a minimum of 20% of GPSs will be allowed off. Additional requests made pursuant to this paragraph may be granted by management based on business conditions. All other vacation requests will be handled in accordance with Section 2 above.

## **Section 6 - Vacation Borrowing**

In extenuating circumstances, employees who have completed two or more years of service and have submitted a written statement of their intention to work through the next calendar year may borrow in advance up to 40 hours of vacation time from the next year with department head approval. The amount of vacation received in the next year will be reduced by the amount borrowed.

## ARTICLE VI

### Hours of Labor and Overtime

#### Section 1 - Working Periods – Variations

Nothing in this article shall be construed to prevent the assignment of any employee to do work outside the scheduled hours at the rates provided for within this Agreement.

#### Section 2 - Work Week/ Schedules of Work

The regular work week shall consist of eight (8), ten (10), or twelve (12) hour shifts as determined by management. The rotation of the eight (8), ten (10), or twelve (12) hour shifts during the work week will be as follows:

- (A) Eight (8) hours shifts will consist of five (5) consecutive days out of each seven (7) day calendar week.
- (B) Ten (10) hour shifts will consist of four (4) consecutive days out of each seven (7) day calendar week.
- (C) Twelve (12) hour shifts will consist of seven (7) consecutive days out of each fourteen (14) day period. For pay purposes, the seven (7) days can fall back to back in separate weeks within the same pay period.
- (D) No change with regard to the consecutive work days set out in (A), (B), and (C) in this section will be allowed without a two-thirds (2/3) majority approval of the affected work group.
- (E) Notwithstanding anything in paragraphs (A) through (D) above, Management may, for purposes of training for two (2) weeks or more, assign the employees to a 5X8 or 4X10 shift of consecutive days between the hours of 5 a.m. and 6 p.m. This re-assignment will require at least four (4) weeks' notice. If the employee works less than he would have worked on the employee's regular schedule, the employee may choose not to work and not be paid for those additional hours or may work the hours at a mutually agreeable time within two (2) pay periods.
- (F) GPS employees on the Maintenance assignment shall be scheduled on a 4-10s schedule Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m., on a schedule to be established by Management. This work schedule will be established prior to the commencement of the

shift personnel selections in Article III, Section 4 to take effect the first full pay period after January 1 of the following year. Seniority will be honored in the assignment of schedule. Any changes to these schedules must be mutually agreeable to both the Company and the Union. During planned outages, Management will offer employees in the Maintenance assignment extended work hours (e.g. 5X12 or 6X12) of consecutive days between the hours of 5:00 a.m. and 6:00 p.m. Monday through Sunday and outside of planned outages, Management may offer the same extended hours including a 4X12 schedule.

- (G) When GPSs are working the Maintenance assignment, they may be reassigned to regular shifts as required. Reassignment to the day shift at straight time may be made without notice. Reassignment to the operating shift that encompasses the night shift week will only be done for periods of four calendar weeks or more. Such reassignment to the night shift will be at overtime rates for all work included on the first 10 or 12-hour shift worked unless fourteen (14) days' notice is given. All normally scheduled hours that are missed due to the change of schedule shall be paid at the normal rate of pay.
  - (1) If an employee is reassigned, the employee will earn at least as much as the employee would have earned on the original schedule for that week. If the difference between the old schedule and the reassignment is four (4) hours or less the employee shall be made whole.
- (H) Any shift reassignment from the maintenance/training/project/relief shift assignment shall only occur once per GPS per shift rotation, unless the GPS agrees to additional assignment. Additionally, all shift reassignments from the maintenance/training/project/relief shift shall be rotated equally between the GPS's assigned to the maintenance/training/project/relief shift.
- (I) Notwithstanding anything in Section 2 above, Storekeepers shall work alternating weeks of five (5) eight hour days, 7am-3pm, inclusive of lunches, and four (4) ten hour days, 7am-5pm, inclusive of lunches.
  - (1) During plant outages that are scheduled to last more than five (5) days, one (1) Storekeeper may be assigned an additional outage schedule rotation of five (5) eight hour days, Monday through Friday, inclusive of mealtime, and four (4) ten hour days, Monday through Friday, inclusive of mealtime, within the hours of 10am-10pm. Seniority will be respected in the assignment.
  - (2) The start time for the Storekeeper working the additional outage schedule rotation in the above section will be established no later than seven (7) days prior to starting the rotation. This start time will continue for the duration of the outage schedule rotation. Any

change to the start time for the Storekeeper will be at the applicable overtime rates unless seven (7) days notice is given or the change was mutually agreed to by the Storekeeper and Management.

- (3) A Shift differential of seventy (\$.70) per hour shall be paid for all hours worked between 4:00p.m. and 10:00 p.m. during the above outage schedule.
- (4) Hours staffed at Tiger Bay by Storekeepers will be determined by Management.

### **Section 3 - Overtime Hours**

- (A) All hours of labor over forty (40) hours per work week shall be considered as overtime hours and paid for at one and one-half (1½) times the employee's regular hourly wage rate, except as otherwise provided in this Agreement.
- (B) There shall be no compounding or duplication of payment for any hours worked.
- (C) When on twelve (12) hour shifts all hours in excess of twelve (12) but less than sixteen (16) will be one and one-half (1 ½) times the employee's regular hourly wage.
- (D) All hours in excess of sixteen (16) consecutive hours will be paid at two (2) times the employee's regularly hourly rate. Should an employee be required to report back for work after working sixteen (16) consecutive hours or more but before he has had eight (8) hours of rest, he shall continue to be paid double time for all hours worked until he shall have had eight consecutive hours of rest.
- (E) When on eight (8) hour shifts all hours in excess of eight (8) but less than sixteen (16) will be paid at one and one-half (1½) times the employee's regular hourly rate.
- (F) All off schedule hours including all work in the twenty-four (24) hours next following the change of schedule where twenty-four (24) hours advance notice of the change of schedule is not given will be paid at one and one-half (1½) times the employee's regular hourly rate.
- (G) If an employee has not been required to work sixteen (16) consecutive hours or more but has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an eight (8) hour

rest period upon completion of the work. If such rest period extends into the employee's regularly scheduled hours, he shall be paid his regular straight time rate for such scheduled hours as are included in the rest period. Should an employee be required to report back for work or continue working during his regularly scheduled hours and who has not been off duty for at least eight (8) consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regularly scheduled work period, he shall be paid premium pay (one and one-half (1½) times his regular hourly rate) for all hours worked until he shall have had eight (8) consecutive hours of rest.

#### **Section 4 - Scheduled Days Off**

- (A) When an employee is required to work eight (8) hours or more on his first regularly scheduled day off, he shall be paid two (2) times his regular rate of pay for all hours worked on his second regularly scheduled day off. In the application of this paragraph, nothing in this agreement shall require the Company to work the employee on both his first and second regularly scheduled days off.
- (B) Scheduled days off are broken into twenty-four hour periods. Example: A scheduled day off is defined as the first twenty-four (24) hours after completing the last scheduled work day for that cycle. Following the first scheduled day off, the next twenty-four (24) hour period is defined as the second scheduled day off and this system will continue. (Example: On a seven day break the scheduled days off would be 1, 2, 1, 2, 1, 2, and 1).

#### **Section 5 - Distribution of Overtime**

- (A) All prearranged and emergency overtime shall be distributed as equally as reasonably possible among the employees. It is understood, however, that the sharing of such overtime shall not delay work, but every reasonable effort shall be made to distribute overtime as equally as possible. Where reasonable, this will be accomplished by calling the low person on the posted list who is off duty that day. It is understood that no employee shall be required to work sixteen (16) consecutive hours if it can be avoided.
- (B) A record of overtime hours worked by each employee shall be posted each pay period on the respective bulletin board at the headquarters of each Bargaining Unit employee. Overtime available but not worked by an



employee shall be posted in red and counted in his total for the purpose of distribution of overtime.

- (C) The posted overtime for each Bargaining Unit employee will be revised by bringing each employee to zero as mutually agreed to and set out in the Hines Energy Complex Callout and Overtime Procedure. When a new employee is placed on the callout list, he will assume the overtime hours equal to that of the high man of the group he is rotating with on the callout list. When overtime is zeroed, names will be listed in the same order as on the previous listing.
- (D) Bargaining Unit employees will, if requested, maintain and provide a call-out list for management use.

### **Section 6 - Call-Outs**

- (A) If an employee covered by this Agreement is called out after the close of his scheduled workday and before the beginning of his next scheduled workday, he shall be paid a minimum of two and one-half (2 ½) hours at the applicable overtime rate. If he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be paid.
- (B) When prearranged overtime work is scheduled to be performed on a holiday or on scheduled days off, at least four (4) hours of work will be provided at the applicable overtime rate of pay.

### **Section 7 - Rollover**

If an employee is required to report on Monday day shift and he is scheduled to work the night shift on the preceding Thursday – Sunday, he can exchange work periods with a co-worker for the entire work period. Failing that, at the Company's option, Management will reassign him to day shift for the entire work period, or allow him to stay on night shift. In such case, the employee will be made whole for the lost straight time hours on Sunday and will be given the opportunity to make up the lost eight (8) hours of overtime at a mutually agreeable time.

## **ARTICLE VII**

### **General Working Conditions**

#### **Section 1 - Employees' Addresses/Telephone**

Employees shall keep their working headquarters informed at all times of their home or living quarters address and telephone number(s), so that they may be reached promptly in the event of an emergency requiring their services. The Company will provide appropriate communications devices to the employees for their use.

#### **Section 2 - Absent Notice**

As soon as practical after an employee knows that it will be necessary for him to be relieved from duty, he shall notify his supervisor of the need and reason. When an employee has been relieved from duty, he shall notify his supervisor as soon as possible of the date on which he expects to be able to return to regular duty.

#### **Section 3 - Locale**

Employees shall live within one hour travel time of their reporting headquarters.

#### **Section 4 - Tools**

- (A) Upon hire, employees shall provide their own small tools. The Company shall provide all specialty tools one (1) inch and above and all metric tools, in accordance with a list mutually agreed upon by Hines Union officials and Management. Any GPS employee hired on or after March 29, 2009 shall be given a tool allowance of up to \$1200 for the purchase of these specialty tools.
- (B) The specialty tools shall remain the property of the Company.
- (C) The Company will repair or replace personal or specialty tools used in the performance of work at the assigned work facility that are lost, stolen, or damaged due to normal wear and tear and which are not under a

manufacturer's warranty. This repair or replace policy will also apply to any personal tools which the employee may wish to use provided that they are suitable for the intended purpose.

## **Article VIII**

### **General Working Conditions (Continued)**

#### **Section 1 - Stand-by and On-call Time**

- (A) Hours worked shall include time that the employee is required to “stand-by” at a designated place prepared to go to work, and such time shall be paid at the applicable overtime rate.
- (B) It is understood that all employees shall be subject to call and, if requested, shall keep their headquarters informed as to where they may be reached. Such time is not to be considered as hours of work and is not to be paid for.

#### **Section 2 - Company Meeting**

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

#### **Section 3 - Trading Work Periods**

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

## Section 4 - Meals

- (A) When employees take their lunches, the lunch period shall be one-half (1/2) hour when requested by a majority of the employees in the crew or group.
- (B) Employees who receive less than twenty-four (24) hours notice for an overtime assignment, will earn two (2) meals, to either be provided by the Company or paid as set out in paragraph G below. Any offering of overtime that is made with twenty-four (24) or more hours notice will be considered pre-arranged overtime and no meals will be provided, nor paid, unless the conditions of paragraph C and/or D occur outside the original scheduled prearranged overtime opportunity.
- (C) When employees are required to report for work one and one half (1 ½) hours or more before the regular starting time, they will have such meals as they customarily eat before going to work paid for by the Company and lunch where the employees normally bring their lunch. When the work continues past the regular starting time, the employees shall be allowed time off with pay not to exceed one-half (1/2) hour to eat, except Shift workers will have their meal brought to them and eat it on the job, where they must remain on duty.
- (D) When work continues one and one-half (1 ½) hours or more after regular quitting time, (i.e., eight (8) hours after regular starting time exclusive of meal time), employees will have their next meal paid for by the Company provided the extended work period has prevented the employees from obtaining their next meal in their usual manner. When an employee is required to work past his meal time as specified above, he shall be provided a meal by the Company as soon as reasonably possible and be paid at his overtime rate for the time required to eat it, not to exceed one-half (1/2) hour. If the work continues, additional meals will be paid for and time to eat them as specified above after each five (5) hours of work. When employees are scheduled to work ten (10) or twelve (12) hour workdays, the starting and quitting times will be considered regular starting and quitting times for the purpose of this paragraph; however, if an employee is required to work one-half (1/2) hour or more beyond the regular quitting time, he shall be entitled to meals and pay for time to eat them as provided above.
- (E) Reasonable effort will be made to observe the employee's normal meal time.
- (F) All meal provisions of this Agreement shall apply on the employee's off-schedule days, in the same manner as on regularly scheduled workdays;

except there shall be no meals provided for pre-arranged overtime as set out in paragraph B above.

- (G) For all meals earned under the provisions of this contract, the employee will receive \$15.10 per meal on the next regular paycheck, or receive a meal from the Company at the employee's option. Reasonable effort will be made to provide the earned meals to the employee upon request.
- (H) Meals and lodging furnished by the Company as a requirement of this Agreement shall be free of charge to the employees; provided, however, that the employee will pay such taxes as are required by the Internal Revenue Service.

## **Section 5 - Safety**

- (A) The safety of employees is a matter of paramount importance, and no employee shall be required to take undue risks in the performance of his duties. Where not specifically covered by this Agreement, the Company Safety Rules shall govern the work. An employee may refuse any job which he considers to be unsafe for him to perform unless it is work that is normally performed by employees in his job classification.
  - (1) The Company and the Union recognize the need for a strong Health and Safety Program for the benefit of all employees covered by this agreement. The Company and the Union will cooperate in promoting safety throughout the various operations of the Company and will work together to oversee the development and implementation of safety and health programs.
  - (2) It is agreed that the establishment and enforcement of safety rules and regulations, the responsibility under the Occupational Safety and Health Act and the provision of a safe work place are management's exclusive responsibility.
  - (3) A Hines Energy Complex (HEC) Event Free Council will be established. At a minimum, the HEC Event Free Council will consist of the System Council U-8 Business Manager (or designee) and at least one representative from the HEC selected by the Union and at least two representatives selected by the Company. The functions of the HEC Event Free Council, which will meet at least quarterly, will include:
    - a) To review safety tools, devices and equipment.
    - b) To review the results of accident investigation teams.

- c) To review safety orientation and training programs.
  - d) To recommend and review changes to the Company Safety Manual.
  - e) To recommend and review changes to the Switching and Tagging rules.
  - f) To monitor HEC safety targets and indicators.
  - g) To review and assist in improving the HEC Safety Program.
- (4) Whenever an investigation team is appointed by the Company to investigate a lost time accident or significant near miss event involving a regular bargaining unit employee, it shall include two (2) employees from the bargaining unit familiar with the line of work in issue. Such employees will be selected by the Union Business Manager (or his designee). Bargaining unit employees on an investigating team will not be involved in any disciplinary action that may be taken against any bargaining unit employee. Union representatives on an accident investigation team must agree to all requirements set out for team membership regarding participation, communication of information and confidentiality (if required). The results of all accident investigations, lessons learned and future corrective action, if any, will be timely shared with the HEC Event Free Council and bargaining unit employees.
- (5) The Company shall determine qualifications and training to ensure that all employees are trained to safely maintain, handle, and use the materials, facilities, apparatus and equipment at the workplace.
- (B) In the handling of all work, supervisors are required to see that a sufficient number of skilled workers are assigned to the job, equipped with the necessary safety devices to do the work properly and safely, as outlined by the Company's Safety Rules.
- (C) It will be the policy of the Company to limit outside work when inclement weather conditions exist, providing the nature of the work will permit postponement.
- (D) It is desired, in the interest of employee safety, for an employee to take one day off on an unscheduled work day in a two week period.

## **Section 6 - Protective Equipment**

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

## **Section 7 - Coveralls and Replacement of Clothing**

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

## **Section 8 - Flame Retardant Clothing**

The Company shall furnish nine (9) Fire Retardant (FR) shirts and pants and one (1) FR jacket with liner to new employees in the work groups requiring the use of FR clothing. Each year thereafter, every employee working in work groups requiring the use of FR clothing shall be given a FR clothing allowance of \$455.00. Unless provided otherwise, the allowance will be in the form of a credit with the FR clothing provider and is to be used at the employee's discretion to purchase additional clothing or replace damaged or worn out clothing as needed. In the event that an employee's FR clothing is not reasonably wearable (e.g., due to weight gain/loss, medical condition, contamination, or other damage) as determined by management, an allowance for replacement of up to two (2) garments per employee per year will be provided, in addition to the annual allowance.



## **Section 9 - Offsite Training**

From time to time, it may be necessary for employees to receive training away from the Hines Energy Complex. During the days spent in training and traveling to and from such training, the Company will pay actual board and lodging expenses.

- (A) Employees choosing to drive in personal vehicles will be paid mileage at the applicable IRS rate and paid for all travel time at regular or overtime rates, as the case may be.
- (B) Employees traveling in other than personal vehicles will be reimbursed for the cost of such travel and paid for all travel time at regular or overtime rates, as the case may be.

One way travel in excess of two (2) days will require prior management approval.

When traveling on a travel day (i.e., on a day the employee is traveling to or from the offsite location when no training will occur) in a vehicle, personal or otherwise, the employee will not be expected to travel, and will not be paid for, more than a maximum of ten (10) hours.

## **Section 10 - System Maintenance Crew**

It will not be a violation of this Agreement for the Company to utilize employees from the System Maintenance Crew (SMC), whether regular or temporary, and regardless of job classification, to perform turbine work at the Hines Energy Complex during outages. A temporary journeyman on the SMC working at the HEC will be paid at the bottom step of the wage rate set out in Exhibit A of the Main MOA for that classification.

## ARTICLE IX

### Release of Employees for Union Duties

#### Section 1 - Business Manager

Should an employee become Business Manager or Assistant Business Manager for the System Council on a full-time basis or accept a position as an International Representative with the International Brotherhood of Electrical Workers ("Union Employee"), the Union Employee shall be granted a leave of absence without pay from the Company, upon due and timely notice. The Union Employee will retain his/her rights to previously earned benefits under the retirement plan and savings plan during the leave of absence, as follows:

- (A) If they were eligible to participate in a defined benefit retirement plan immediately prior to becoming a Union Employee, they will remain in the defined benefit retirement plan in which they participated prior to their leave of absence, will continue to earn service for the calculation of benefits under the defined benefit retirement plan as if they continued as a full time employee and were not on a leave of absence, with earnings and/or compensation based on their rate of pay with the Company immediately prior to the commencement of the leave of absence plus future negotiated wage increases.
- (B) They will remain in the 401(k) defined contribution savings plan in which they participated prior to their leave of absence, and will continue to earn service for vesting (if applicable) under the savings plan, and, during periods when they are not permitted (based on the requirements of the tax code and ERISA) to make elective contributions to the savings plan and receive a Company matching contribution, will receive a Company pay credit to the cash balance defined benefit retirement plan equal to the maximum available Company matching contribution under the Company-sponsored 401(k) plan (currently 6% of pay each calendar year), adjusted for interest credits following the date credited to the plan, based on their rate of pay with the Company immediately prior to the commencement of the leave of absence plus future negotiated wage increases, which credit shall be made at the end of each calendar year.
- (C) Eligibility to earn the amounts described above is subject to the requirements of the tax code and ERISA.
- (D) They may continue their benefits under the Employees Life Insurance Plan during the leave of absence by paying the full premium on their policy.

- (E) They will retain their rights to the Medical Plan during the leave of absence by paying the full premium.
- (F) During such leave of absence, they shall not lose any seniority of any kind or for any purpose, including the calculation of retirement benefits regarding years of continuous service (as described above), vacation, bidding or rolling rights, etc. The seniority of the covered employees will continue as if they continued as a full time employee and were not on a leave of absence.
- (G) Upon application for reinstatement, if filed within thirty (30) days after the expiration of the leave of absence, they shall be reinstated to their former position, or to one as nearly comparable as possible if their former position has been abolished. It is understood and agreed, however, that such an employee must possess the mental and physical ability to do the work to which he is assigned. It is also understood and agreed, that upon his reinstatement, the employee being displaced by him shall be considered to be able to roll a less senior employee in the same classification or a lower classification.

## **Section 2 - Release from Duties for Union Business**

When it will not seriously interfere with the proper operation of the Company's business, the Company agrees to excuse from Company duty without pay any employee whose services are required for Union work, upon written request of the Union at least two (2) days in advance; provided, however that releases of this character shall not exceed thirty (30) working days in any one calendar year, or such longer period as may be agreed upon between the Company and the Union.

## **Section 3 - Union/Company Meetings**

- (A) Employees who are members of the Union's committees will be allowed time off to attend meetings with Company officials. They shall give their respective supervisors three (3) days' notice of their desire to attend such meetings. The number of members of the Union to attend such meetings on Company time shall be limited to the number reasonably necessary to attend to the business at hand but in no event more than five (5). The Company shall pay such employees at their regular hourly rates for reasonable time lost from their regularly scheduled work while actually attending such meetings. In no event shall this time allowance be more than eight (8) hours in any one day or more than forty (40) hours in any

one workweek. Members of the Union's negotiating committee who are Shift employees shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) during contract negotiations. The provisions of this paragraph shall not apply during arbitration proceedings.

- (B) Employees who are a member of the IBEW SCU-8 System Committee shall be scheduled on the day shift (that is, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday) for the third step preparation time and to attend the third step grievance meetings.

## **ARTICLE X**

### **Grievances and Arbitration**

#### **Section 1 - Grievance Defined**

A grievance is hereby defined as violation of the terms of this Agreement or a violation of the law governing the employee-employer relationship, or any type of supervisory conduct which unlawfully or unjustly denies to any employee his job or any benefit arising out of his job. Such grievance shall be filed as promptly as possible, but no later than thirty (30) days after the source or cause of the grievance first becomes known to the employee.

#### **Section 2 - Grievance Procedure**

- (A) If any disagreement or dispute arises between the parties hereto, as to the meaning or interpretation of the terms of this Agreement, or as to the rights of either party hereunder, the matter shall be handled in the simplest and most direct manner; and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:
  - (1) The employee concerned and/or his Union representative must discuss the issue with the immediate supervisor prior to the issue being presented as a grievance. If the parties are unable to resolve the issue through this discussion, the employee and/or his Union Representatives must submit the grievance as a first step grievance to the supervisor and to the Labor Relations department in writing via e-mail within thirty (30) days of the date of the incident giving rise to the grievance. Grievances regarding the discharge of an employee shall be submitted to Labor Relations as a first step grievance via e-mail, no later than thirty (30) days after the date of discharge.
  - (2) A meeting will be held within thirty-one (31) days of the receipt of the written grievance by the Company between the Grievance Committee (defined as the Local Union President and two members in good standing from HEC) and at least one member of management from a level above the first-line supervisor. Within twenty-one (21) days after the meeting is held, the Company shall respond to the grievance in writing via e-mail to the Union Business Manager, System Council U-8 with a copy to the Local Union. If

the Grievance Committee desires to pursue the grievance then the Grievance Committee shall within twenty (20) days after the electronic date stamp of the Company's response notify the Company via e-mail to the Labor Relations Department of the Company that the grievance is to be taken to the second step; then

- (3) A meeting will be held between the System Council Committee (which shall consist of no more than five (5) members) and representatives of the Company within forty (40) days after notice from the Grievance Committee is received. The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within twenty-one (21) days after the meeting is held, the Company shall email its decision to the System Council Business Manager.
  - (4) Should any matter that has been referred to the representatives of the parties as provided in the second step above not be satisfactorily adjusted, either party may demand arbitration of the matter by giving written notice to the other within ninety (90) days of the e-mail date of the Company's second step answer.
- (B) In the event one of the parties refuses or fails to comply with the time limits of the above grievance procedure, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party initiating the pending step shall forfeit its case.
- (C) This paragraph deleted in the 2017 Negotiations.

### **Section 3 - Selection of the Board of Arbitration**

- (A) After written notice is given by either party requesting arbitration as provided in Section 2 above, the matter shall be referred to a temporary Board of Arbitration. Such Board shall consist of one (1) member designated by the Company and one (1) member designated by the Union, and a third (3<sup>rd</sup>) member to be selected by the Company and the Union. The Company will promptly request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators who are members of the National Academy of Arbitrators. From such panel the third (3<sup>rd</sup>) member of the Board of Arbitration shall be selected by the Company and the Union, eliminating six (6) of the persons by alternate strikes. Should the initial FMCS panel be deemed unsatisfactory by either the Union or the Company, the Company will request another FMCS panel of arbitrators who are members of the National Academy of Arbitrators. Should that second panel also be deemed unsatisfactory by either party,

the Company will request a third panel of arbitrators who are members of the National Academy of Arbitrators. In such case, an arbitrator from the third panel will be agreed to by the parties. The parties will bear equally the costs of obtaining the FMCS arbitrator panels. The decision of the arbitrator shall be final and binding upon the parties. If the grievance is not scheduled to be arbitrated (i.e., a selected date is agreed to with the arbitrator and the parties) within twelve (12) months of the date the grievance was advanced to arbitration, unless an extension is agreed to between the parties, the grievance will be discontinued on a non-precedent setting, non-prejudicial basis. Should the grievance have an agreed-upon extension, it will be placed in abeyance. If the parties are unable to resolve the grievance, either party may remove the grievance from abeyance upon written notice and it shall be scheduled for arbitration within six (6) months of that date or the grievance will be discontinued on a non-precedent setting basis.

- (B) In the event one of the parties refuses or fails to comply with the provisions of the above paragraph, such party shall be deemed to be in default and shall forfeit its case. Where both parties are so deemed in default, the party requesting the arbitration shall forfeit its case.
- (C) Each party shall pay the expenses of its own representative on the Board, together with any expense incurred in presenting its own case. The expense of the third (3<sup>rd</sup>) member of the Board together with necessary incidental expenses shall be borne, share and share alike, by both parties hereto.
- (D) The Board of Arbitration shall be governed wholly by the terms of this Agreement and shall have no power to add to, subtract from or change its terms. Such Board of Arbitration shall not be authorized to pass on matters which have not been properly brought to arbitration by having gone through the grievance procedure set up in this Agreement.

#### **Section 4 - Grievance Discussions**

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

## **Section 5 - Company's Right to Grievance and Arbitration Procedure**

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



## **ARTICLE XI**

### **Wage and Wage Administration**

#### **Section 1 - Wage Rates**

The wages to be paid shall be at the rates stated in the schedule attached hereto, marked Exhibit "A," and made a part hereof. The effective date of the wage schedules shall be March 27, 2017, March 26, 2018, March 25, 2019 and March 23, 2020, as indicated in Exhibit "A." Such wages shall be paid biweekly not later than Friday.

#### **Section 2 - Probationary Employees Pay Rates**

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

#### **Section 3 - Company Rewards**

Nothing in this agreement shall be interpreted to prevent the management from rewarding Hines Energy Complex bargaining unit employees as a group for achievement of goals or superior performance. Also, nothing in this agreement shall be interpreted to prevent management from rewarding Hines Energy Complex bargaining unit employees individually through the creation of HEC specific rewards programs (subject, however, to approval by a 50% plus one (1) majority of bargaining unit employees) or from preventing the Company from rewarding individual employees in accordance with Company-wide programs such as the James B. Duke Award and Exceptional Contribution Award. In addition, Hines Energy Complex bargaining unit employees will participate in the Company-provided Cash Incentive Plan (CIP) under the Duke Energy Short-Term Performance Program (STPP) at a target opportunity of 5% of eligible earnings. Only employees hired before or during the performance year and who remain employed through December 31 of the performance year or have an eligible termination (death, disability or retirement within the meaning of the STPP) during the performance year will be eligible for an award from the CIP. Eligible earnings upon which the CIP will include base pay and overtime pay (including double time and premium pay). The CIP is intended to reward performance towards the achievement of corporate and team measures that are developed annually in the sole discretion of the Company. Awards earned under the CIP generally will be paid in March following the

performance year based on actual achievement, as determined by the Company in its sole discretion, of pre-established corporate and team goals. Corporate and team payout levels will be established at the same minimum, target, and maximum levels that apply to other participants in the CIP and will be determined by the Company in its sole discretion. Other than as set out above, the terms and interpretation of the CIP, including the setting and selection of goals, the number of goals, and the extent of the attainment of those goals, shall rest exclusively with the Company.

#### **Section 4 - Shift Differential**

A shift differential will be applicable to Generation Process Specialists working the night shift in Exhibit "A". This is compensation that is added to an employee's pay rate when he/she works the night shift. These employees who are regularly scheduled on night shift will receive night shift differential of one dollar and five cents (\$1.05) per hour. An employee who works more than his/her regularly scheduled hours on a scheduled work day will receive shift differential based on the starting time of his/her regularly scheduled shift regardless of whether the employee reports early or is held over. Shift differential will not be paid for non-productive hours such as Vacation, Holiday, Sick/Dependent Care Pay, Bereavement, etc.

## ARTICLE XII

### Joint Processes

#### Section 1 - Employee Participation Process

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

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

- (A) When a process review team involves Bargaining Unit employees, the System Committee will provide the names of Bargaining Unit employees to the Company for participation in the process.
- (B) Teams will not deal with grievances, labor disputes, wages, benefits, rates of pay or otherwise interfere with the terms of the Memorandum of Agreement. All recommendations involving subjects of collective bargaining will be referred to the System Committee for their review and consideration.
- (C) The Union shall retain its existing contractual right to grieve joint process actions regarding contractual issues that may inadvertently be addressed by the Employee Participation Process (EPP) team. The EPP will not conflict with any terms or conditions of this collective bargaining Agreement and will not reduce any rights or privileges of the employee or employer.
- (D) If the Company and the Union committees both agree that a team recommendation(s) is a subject of collective bargaining, then the two committees agree to negotiate such recommendations without undue delay even if such occurs during the term of the contract or after regular negotiations have commenced. Management agrees that if an impasse is reached in such negotiations, it will not unilaterally implement the recommendations(s) which is the subject of the impasse during the term of this Agreement.
- (E) Amendments resulting from the application of this section will be placed in effect upon ratification by employees at the Hines Energy Complex only, who are members of the Union in good standing, in accordance with the constitution and by-laws of the Union.

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

## **ARTICLE XIII**

### **Term, Extensions, Modifications**

#### **Section 1 - Duration**

This Agreement shall become effective on March 27, 2017, and shall continue in effect, except as provided in Section 2 below, until midnight March 21, 2021, and shall continue year to year, unless and until either party shall notify the other party in writing at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration of the term (or any extended term) of its desire to terminate or modify.

#### **Section 2 - Legality**

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

#### **Section 3 - Amendments**

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

#### **Section 4 - Use of the Term “Days” in Agreement**

The term “days” as used in this Agreement means calendar days unless otherwise specified.

## **Section 5 - Policies**

For the term of this Agreement only, any Duke Energy Employment-related policies not specifically discussed in this Agreement shall apply to employees covered by this Agreement on the same basis as the policies that apply to the SCU-8 bargaining unit employees currently covered under the 2016-2019 Memorandum of Agreement between the Company and the Union (“Main MOA Employees”), and if any such policies are amended, modified or terminated in any way for the Main MOA Employees during the term of this Agreement, such change(s) shall also apply to the employees covered under this Agreement at the same time and in the same manner.

## **Section 6 - Benefits**

For the term of this Agreement only, the employees covered under this Agreement will participate in the same health and welfare, retirement and other benefit plans and programs as Main MOA Employees on the same basis as applicable to the Main MOA Employees, including, but not limited to, the same eligibility requirements, benefit levels, benefit options, premiums, conditions, limitations and exclusions. If these plans or programs are amended, modified or terminated in any way for the Main MOA Employees during the term of this Agreement, such change(s) shall also apply to the employees covered under this Agreement at the same time and in the same manner.



**Signature Page**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on March 23, 2017 in Tampa, Hillsborough County, Florida.

**Jeff Swartz**

**Vice President, Fossil Hydro Operations Florida**

**Duke Energy Florida**

	
<p>Robby Odom - General Manager, Fossil Hydro Operations Florida</p>	<p>Scott Demetree – Business Manager, IBEW SCU-8</p>
<p>Mark Gillespie - General Manager, Hines Energy Complex</p>	<p>Phil Howard – Assistant Business Manager, IBEW SCU-8</p>
<p>David McAgy - Superintendent, Operations, Hines Energy Complex</p>	<p>David Herlocker – President/Business Manager, Local 626</p>
<p>Mark Rood - Superintendent, Maintenance, Hines Energy Complex</p>	<p>Jamie Sims – Chairman, Sub-Local 626.1</p>
<p>Richard Krotseng - Director, Labor Relations Florida</p>	<p>Tony Barron – Vice Chairman, Sub-Local 626.1</p>
<p>Brandi Alexander - Labor Relations Consultant</p>	<p>Chris McCarty – Recording Secretary, Sub-Local 626.1</p>
<p>Stan Sherrill - Vice President, Employee Relations and Labor Relations</p>	<p>Eddie Parra – Steward, Sub-Local 626.1</p>

**EXHIBIT "A"**  
**JOB CLASSIFICATIONS AND**  
**HOURLY RATES OF PAY**  
**HINES ENERGY COMPLEX**

<b>Job Classification</b>	<b>Hourly Rate of Pay</b>
<b>Generation Process Specialist 2</b>	<b>JCC # 0976</b>
2017	\$43.94
2018	\$45.26
2019 and 2020	Same % as 2016 Main Contract Re-opener
<b>Generation Process Specialist</b>	<b>JCC # 0991</b>
2017	\$44.50
2018	\$45.84
2019 and 2020	Same % as 2016 Main Contract Re-opener
<b>HEC Storekeeper</b>	<b>JCC # 0988</b>
2017	\$36.68
2018	\$37.78
2019 and 2020	Same % as 2016 Main Contract Re-opener

2017 wages effective March 27, 2017  
2018 wages effective March 26, 2018  
2019 wages effective March 25, 2019  
2020 wages effective March 23, 2020



## **EXHIBIT “B”**

### **JOB CLASSIFICATION – HEC STOREKEEPER**

The following guidelines will apply to the application of the Storekeeper position at the HEC:

- Storekeepers will pull parts needed during their regularly scheduled work hours.
- Storekeepers are entitled to call-outs and overtime on weekends and holidays during their regularly scheduled work hours including extended working hours when parts are required to be pulled, except for emergency situations. An emergency is defined as any event that may cause a loss of generation.
- GPS's will be permitted to retrieve items (following procedures established by the Company) from the storeroom after hours for which no Storekeeper is scheduled, including weekends and holidays, or emergency situations.
- A Storekeeper responding to a call-out will receive two and one-half (2 ½) hours pay or the actual hours worked, whichever is greater. The low overtime Storekeeper will receive two and one-half (2 ½) hours pay for failure to call-out as described above.
- If the Storekeeper(s) refuse call-out, or do not report to HEC within two (2) hours of the call, parts can be retrieved by any HEC personnel on duty at the time and no pay will be awarded to any Storekeeper.
- At management's option, GPSs may be called out to cover a Storekeepers position at the GPS applicable rate of pay during the Storekeeper's normal work hours.
- Future Storekeeper vacancies, including newly created positions, will be made available to HEC bargaining unit employees for a period of three (3) weeks. The senior qualified applicant will be selected. The pay will be at the HEC Storekeeper rate. If no HEC bargaining unit employee applies for the position, management can fill the position from outside HEC.
- When a GPS becomes permanently unable to perform the duties of his job classification due to sickness or injury (excluding alcohol or drug related illnesses), he will be eligible for any vacancy in the HEC Storekeeper position with no reduction in pay. The pay rate for the GPS shall not be subject to any general wage increase until such time as the regular rate for the HEC Storekeeper reaches or exceeds the pay rate of the GPS.

## **EXHIBIT "C"**

### **PROJECTS**

When Management determines to establish one or more Exhibit C Project(s), it will meet with Union leadership and identify the GPS complement to be staffed as follows:

- 1) When possible, the scope of project(s), duration of work, schedule (including time off), and GPS(s) resource(s) needed will be provided approximately five (5) weeks prior to the start of the project(s).
- 2) Management will determine the anticipated number of GPS(s) needed for each project established under this Exhibit C. The GPS positions will be staffed via the callout process to attain the necessary GPS volunteers.

The following process will be used:

- A. Approximately four (4) weeks prior to the start of the project(s), a callout will be performed to staff the position(s) that are needed for the project(s). The Exhibit C callout will be completed no later than 1 week after notification of the Exhibit C project. Notification by phone and text will occur on day 1 and the callout will be done on day 7.
  - B. If not enough GPS(s) accept the callout for the required position(s), Management may direct the call out to be forcibly filled.
  - C. The timeline reference in Section 2(A) above may not be followed for emergent work as determined by Management. In such cases, Management will proceed to staff the project(s) as expeditiously as reasonably possible.
  - D. If additional position(s) are needed, the project(s) will be staffed by callout, including forces, as determined by Management.
- 3) If not enough GPS(s) accept the callout to fully staff the project(s), Management will determine at its option to:
    - A. Proceed with the project(s) augmenting the existing GPS(s) with SMC, other craft resources, or outside resources, or;
    - B. Force the GPS(s) to fill the position(s) in order to complete the project(s) work, or;

C. Proceed with the project(s) with fewer than the requested GPS(s)

- 4) Additional resources may be used to further supplement the staffing for the project as determined by Management.
- 5) No redlines will be assessed for project position(s) for which a GPS(s) does not accept the callout. Weekly callouts will follow the callout guidelines for red lines.
- 6) GPS(s) on project position(s) will be removed from the call out list for the duration of the project, except that any overtime not associated with the project may be offered to any GPS(s) on a day off after all other GPS(s) not assigned to a project position have been offered the overtime. A GPS on an Exhibit C project will not be eligible for forces. It is the responsibility of the GPS accepting the Exhibit C position to keep the Callout Overtime list up to date with their current schedule.
- 7) All GPS(s) are expected to work all hours accepted or assigned, including all overtime hours, associated with the project, absent extenuating circumstances.
- 8) As an project requires less GPS(s), they may be released to return to their normal Work Assignment Rotation, and/or allowed to accept a call out on other Exhibit C Project that has not started, as identified by Management.

A. Vacation requests submitted by GPSs while working on long term projects that have been previously approved will be honored as submitted if they are released early from the Exhibit C project, without regard to Article V, Section 2(B).

- 9) GPS(s) may be reassigned as necessary to meet any emergent needs of the plant. Upon completion of the emergent work, the GPS(s) will be returned to the project.
- 10) A GPS who has scheduled time off may volunteer for an Exhibit C project, and subject to operational needs, may be approved by Management to work the Exhibit C project.

## Exhibit "D"

### Generation Process Specialist (GPS) Classifications

GPS2: Two (2) Journeyman skills specified at initiation of job requisition and two (2) progression skills.

GPS: At least three (3) Journeymen skills, one of which must be an Operations skill, specified at initiation of job requisition or progression from GPS2, and one (1) progression skill.

#### Minimum Qualifications for GPS2 Classification

1. Pass the POSS Test; and the MASS Test at the I&C level;
2. Must hold, or have held for at least one (1) year, a Journeyman classification in two (2) of the following at time of the job requisition:
  - A. Operator (Scrubber Operator not included)
  - B. Mechanic
  - C. Electrician (Production Department/Utility Experience)
  - D. Control Technician
3. Must also possess at least two (2) progression skills in two (2) of the four (4) Journeyman level classifications listed above.
4. A GPS position will be requisitioned with a designation of the specific Journeyman skills required. A candidate determined to be qualified by pre-employment skills assessment and interview process will subsequently be offered a position to be placed into the appropriate GPS position.
5. Successful applicants to the GPS2 classification shall be required to begin the training for obtaining the required Journeyman and/or progression skills on the following schedule:
  - A. Each GPS2 shall be required to achieve the full GPS classification within twelve (12) months after the employee's start date without regard to an employee's probationary period. Additional time to attain the third Journeyman skill may be allowed if determined to be appropriate by the Hines GPS Review Committee. Management shall determine the skill

needed for the third Journeyman skill based on operational needs. Upon successful completion of the third Journeyman skill requirements, the GPS2 shall become a full GPS as determined by the Hines GPS Review Committee.

6. The Company will provide training for the successful GPS2 to advance to the GPS position. The GPS2 candidate will report on his training progress to the Hines/Tiger Bay PTC (trainer) at least bi-weekly.
7. The Hines GPS Training Program will be specific to the needs of the GPS2 for progression to the full GPS classification. A tailored training syllabus developed by the Hines GPS Review Committee will be given to the GPS2 no later than 1 month after start date. Evaluations will be given quarterly where continuous progress must be exhibited throughout the training and assessment process. GPS2 candidates who fail to progress and/or achieve the additional Journeyman skill within the schedule requirements of section 5(A) above may be issued a 90 day letter and given the opportunity to find employment elsewhere in the Company. If the employee is unable to obtain employment within the 90 days, the employee may be released from employment at the sole discretion of management.
8. A GPS2 will progress once the GPS2 is successful in receiving a recommendation from the Hines GPS Review Committee for the attained skills. The Hines GPS Review Committee will consist of five (5) GPSs appointed by the Business Manager of the Union, a representative from the training department, and three (3) other personnel made up of HEC Supervisors or Managers and/or other designees as determined. A quorum for the purpose of holding a review will include at least two (2) of the appointed GPSs.
9. GPS2s will be expected to perform work they are qualified to do as they progress through the training program. For example, a GPS2 may be assigned to perform activities, on straight-time or overtime, for which they are qualified.
10. Any callouts or pre-arranged overtime, including Exhibit C callouts, will be performed by utilizing the GPS classification prior to offering the call to the GPS2 classification.

## **Exhibit "E"**

### **Work Control GPS**

The parties agree to establish a Work Control Center (WCC) function using Exhibit "C". Unless specifically addressed below, all other terms and conditions of the Memorandum of Agreement (MOA) shall remain in force and effect.

1. For purposes of establishing the work control assignment for each location, the Company will utilize a qualified GPS.
2. The assignment, which will work as a WCC function, shall be referred to as "Work Control GPS" (WC GPS). Nothing will prohibit Management from ending the WC GPS assignment for any reason and returning the WC GPS back to his/her rotating shift.
3. The duties and tasks of the WC GPS will be as set out in the attached Work Control GPS Duty List.
4. The WC GPS assignment will be paid at GPS pay for all hours, including holiday, vacation and sick leave.
5. The WC GPS will be scheduled on an eight (8), ten (10) or twelve (12) hour schedule that is separate and apart from the Operations rotating work schedule as follows:
  - a. One eight (8) or ten (10) hour shift Monday through Friday. This will consist of 4x10s, 5x8s, 5x10s or a combination. Start and stop times will be between the hours of 5:30 am and 10:00 pm.
  - b. For outages only, two non-rotating twelve (12) hour shifts. Management may assign a second WC GPS, using Exhibit "C", to the opposite shift for outage prep and/or support. In this situation, the original WC GPS will have the shift preference.
  - c. The WC GPS will be offered a work schedule that includes eight (8) hours of pre-arranged overtime, to be worked in each 80 hour pay period, at a mutually agreeable timeframe within the pay period. If the prearranged overtime is scheduled so that it extends a work day, meals will not be earned for this specific prearranged overtime.
6. At Management's option, the WC GPS assignment may be used in conjunction with, or in lieu of, Exhibit "C" to prepare for planned and forced outages, support projects, procedure development, and project support.
7. Employees assigned to perform WC GPS job duties may be reassigned to the day operating shift to maintain job specific qualifications and/or proficiency. However:

- a. The WC GPS will not be reassigned from the WCC to fill vacant shifts, unless the WC GPS assignment is ended as set out in paragraph 2 above, or a vacancy exists on the day shift (only) after calling all employees available for call-out. If no employees respond to the call-out, Management will reassign the WC GPS, if business conditions permit, before resorting to forcing an employee.
  - b. In the event the work load is not sufficient for the WC GPS on any given day, as determined by the supervisor, the WC GPS may be assigned other duties consistent with the employee's classification for the duration of the scheduled work of the WC GPS.
  - c. During any abnormal operation of the plant (i.e., start- up/shutdown, trip and/or any other emergency operation/response), the WC GPS may be requested to support the operating shift until the event has concluded.
8. At Management's option, when the WC GPS is not available for any reason to perform his/her WC GPS duties in durations of less than a week (i.e., vacation, sick leave, training, etc.), Management may elect to assign an available GPS from the day shift to perform the duties of the WC GPS for the duration of the absence. For durations longer than a week, at the Company's option, a GPS may be offered an assignment to perform the WC GPS assignments in accordance with Exhibit "C."
9. If applicable, shift differential will be paid in accordance with Article XI, Section 4, when returned to the rotating shift to maintain qualifications or proficiency.
10. Meal times will be paid during the WC GPS assignment in accordance with Article VIII, Section 4.
11. LOTO duties are an Operations function, not solely a WCC function. LOTO duties are performed by all Operations qualified personnel. Nothing will prohibit qualified personnel from performing the associated tasks as assigned on the employees' shifts, including but not limited to "hands on" LOTO duties such as isolation, restoration, and boundary changes, and providing any necessary assistance to the WC GPS.

## Overtime Rate Letter



March 27, 2017

Scott M. Demetree  
Business Manager  
International Brotherhood of Electrical Workers  
System Council U-8

Dear Mr. Demetree,

This will confirm the understanding reached in the 2017 Hines Energy Complex negotiations as to the payment of overtime.

This letter will supersede the language of the 2017-2021 labor agreement covering the Hines Energy Complex with regard to the payment of overtime. Specifically, all non-straight time hours that would otherwise be paid at time and one half (1 ½) or double (2) time will be paid by the Company at the rate of 1.70 times an employee's base rate of pay. All references in the Hines labor agreement to time and one half (1 ½) and double (2) time will be replaced by this rate.

Sincerely,

Richard Krotseng  
Director, Labor Relations Florida