

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

There is currently only one employee in the Substation Operator classification. Management wants to move that employee and the Substation Operation Seniority Group, Seniority Group 04, into the Substation Construction and Substation Maintenance Seniority Group 06, and eliminate the Substation Operation Seniority Group from the MOA. This will solidify an appropriate line of progression to Substation Operator through the Substation Construction and Substation Maintenance Seniority Group.

Revise Article III, Section 1(A) as follows:

Section 1

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

- (1) Production Department
- (2) Line Department
- (3) Meter Department
- ~~(4) Substation Operation Department~~ Deleted during 2011

Negotiations

- (5) System Protection and Control Department
- (6) Substation Construction and Substation

Maintenance Departments

- (7) Energy Control Department
- (8) Fleet Services Department
- (9) Building Maintenance Department
- (10) Meter Reading Department
- (11) Air Conditioning Maintenance Department
- (12) Stores Department
- (13) Telecommunications Department
- (14) Central Repair Department (effective 1984)

Revise Article VI, Section 2(C)(2) as follows:

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

Note: Substation Operation Seniority Group (04) to be deleted from Exhibit "A".

ARTICLE III

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

Currently, only four employees are in the Air Conditioning Maintenance seniority group and all of them are headquartered exclusively at the Crystal River Nuclear Plant, in accordance with Item 105 of the 2005 Memorandum of Changes. Management is proposing to add these employees to the Production Seniority Group, Seniority Group 01. This will allow for streamlining of schedules, start times, and training. Effective with the ratification date of the new contract, employees shall take their current seniority with them.

Revise Section 1(A) as follows:

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

- (1) Production Department
- (2) Line Department
- (3) Meter Department
- (4) Substation Operation Department
- (5) System Protection and Control Department
- (6) Substation Construction and Substation
Maintenance Departments
- (7) Energy Control Department

- (8) Fleet Services Department
- (9) Building Maintenance Department
- (10) Meter Reading Department
- ~~(11) Air Conditioning Maintenance Department Deleted during 2011~~

Negotiations

- (12) Stores Department
- (13) Telecommunications Department
- (14) Central Repair Department (effective 1984)

Exhibit "A"

Air Conditioning Maintenance Department

Seniority Group 11

Revise Exhibit "A" to eliminate the Air Conditioning Maintenance Department and add the employees in this Seniority Group to the Production Department (Nuclear Operators) Seniority Group.

A. The job titles would be changed to reflect Nuclear titles:

| <u>Current</u> | <u>Proposed</u> |
|----------------------------------|---|
| Master Air Conditioning Mechanic | Nuclear Master Air Conditioning Mechanic |
| Air Conditioning Mechanic | Nuclear Air Conditioning Mechanic |

| | | | |
|--|--|------------|---------------------------|
| Air Conditioning Mechanic Apprentice | Nuclear | Apprentice | Air Conditioning Mechanic |
| Laborer – Air Conditioning Maintenance | (N/A, already exists: Laborer (A) – Nuclear) | | |

Nuclear Master Air Conditioning Mechanic

1. Revise language in Article III, Section 3(E) as follows:

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

Delete Article VI, Section 2(D)(6):

~~(6) — Air Conditioning Maintenance Department employees shall be scheduled either 5-8s or 4-10s, exclusive of meal time, Monday through Friday, at Management's option, between the hours of 6:00 a.m. and 11:00 p.m.~~

Note: It will be understood that the Nuclear Air Conditioning Maintenance function and its schedule will fall under Exhibit “B”, Section 11.0 NON-OPERATING EMPLOYEES.

Nuclear Protection & Control Technician Proposal

Management at the Crystal River Nuclear plant (CR3) wants to bring within its responsibility the job duties currently performed by employees in the System Protection and Control (SPAC) seniority department working at CR3. CR3 Management desires to maintain control over all SPAC activities that affect or could affect the CR3 plant according to NGGM-IA-0003 (Interface Agreement). It proposes to do this by creating in the System Protection and Control Department, Seniority Group 5, two new classifications. Included in this proposal will be the increased job duties by adding a secondary skill qualification of Electrician. This will allow for the newly created position called a Nuclear Protection and Control Technicians (NPAC) to perform electrical tasks when not performing NPAC activities.

Revise Article III, Section 4 as follows:

Section 4

All job vacancies shall be filled from the present personnel of the Company whenever possible. At the time of selection, an employee shall be qualified to perform the duties of the job classification for which he is selected. However, he shall be given a reasonable time, not exceeding ninety (90) scheduled working days, in which to acquaint himself with the new job or location and prove his ability to handle the job satisfactorily. Should an employee during such trial

period fail to satisfactorily carry out the duties and responsibilities of the new job, he shall be returned to his former job without loss of seniority. Chief Operators, Plant Operators, ~~and~~ Assistant Plant Operators, Nuclear Protection & Control Technicians, and Nuclear Assistant Protection & Control Technicians will be allowed up to a maximum of one hundred eighty (180) calendar days to prove their ability to handle the job satisfactorily. The selected employee will be informed of his satisfactory performance as soon as it can be determined during this period of time. It is understood that this provision does not extend the time during which an employee may decline to accept a job for which he has bid, as described in Article III, Section 7 (G). In the filling of regular or temporary vacancies for the Serviceman position, seniority will be respected.

Create two (2) New Classifications in the System Protection and Control Department - Seniority Group 05 as follows:

JCC#

- XXXX (SH) Nuclear Protection & Control Technician – Secondary Skill, Electrician**
- XXXX (SH) Nuclear Assistant Protection & Control Technician – Secondary Skill, Electrician**

Wage Rates

The above classifications shall be paid the corresponding hourly wage step rate in Exhibit “A” for the same classifications listed under the System Protection and Control Department, plus \$.25. In addition the classification will receive the six (6) percent nuclear rate that all non-Special Rate Nuclear Production employees receive. This wage and step rate will be reflected in Exhibit “A” as follows:

**Nuclear Protection & Control Technician – Secondary Skill,
Electrician (SH):** **\$38.75 39.15**

**Nuclear Assistant Protection & Control Technician – Secondary
Skill, Electrician (SH):**
\$27.58 28.87 30.17 31.49 34.09 35.40

Posting the Secondary Skill – Electrician

The above positions, when posted, will require the successful bidder to also become qualified in the secondary skills for a Nuclear Electrician. (See attached task list). Each successful bidder will have one hundred eighty (180) days in which to complete all task sign offs for this position. Employees who do not successfully become qualified in the required secondary skills will be returned to their previous position within the Company.

Training Provided for Secondary Skills

All training to acquire the secondary skills of the Electrician within the 180 day requirement will be provided by CR3.

Minimum Qualifications:

- **Minimum qualifications for the Nuclear Assistant Protection and Control Technician classification shall be in accordance with ACAD 08-006 and,**
 - **Ability to demonstrate a strong aptitude for technical work by passing the applicable EEI Technician test.**
 - **Switching & Tagging Certification (within 180 days)**

Additionally, in order of selection preference:

- **Hold a Journeyman Electrician or Control Technician position in the Production Seniority Group one (1)**
- **Have five (5) years experience in a Journeyman classification with the Company.**

Positions shall also be required to meet all requirements of Exhibit “B” Sections 1.1 NRC Physical Examination and Physical Requirements and 1.2 Technical Qualifications.

Work Schedules

These positions will fall under Exhibit “B” Section 11.0 Non-Operating Employees.

Overtime

Electrician, Secondary Skills: When all Electricians at CR3 either are called and do not respond or decline an overtime assignment, and Management determines the work to be performed can be performed safely by a secondary skilled employee, these positions may be called out to perform the work.

ARTICLE III

Seniority, Promotions, Demotions, Transfers, Lay-offs, and Re-employment

Management wants to correct what it believes was an oversight from the 2008 negotiations, where the 700 hour trigger for deducting seniority was inadvertently (in the Company's view) changed to include all hours worked, not just straight time hours, which had previously been the case. In addition, management wants to change the 700 hours to 720, which is divisible by 40 hours.

Revise Article III, Section 8(A)(3)(b) as follows:

(b) In cases where seniority is not used to offer upgrade to any non-bargaining unit position, all hours accumulated in excess of ~~700~~ **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.

ARTICLE VI

Hours of Labor and Overtime

Management would like to change the work schedules of the Scrubber Maintenance positions to align their schedules with the Scrubber Operator schedule, to effectively utilize all resources as one team on the Scrubber Units at Crystal River 4&5. This change will drive efficiencies not currently experienced with the current configuration of schedules that have different start and stop times.

Revise Article VI, Section 2((B)(1)(C) as follows:

(c) The workweek ends for the shift ending nearest midnight Sunday and the succeeding workweek begins immediately thereafter. For employees working the eight hour shift schedule the day shift shall be between the hours of 6:00 a.m. and 2:00 p.m. The second shift shall be between 2:00 p.m. and 10:00 p.m. The third shift shall be between 10:00 p.m. and 6:00 a.m. For employees working ten hour shifts the hours worked shall be between 6:00 a.m. and 4:00 p.m. For employees working 12 hour shifts the hours of work for the day shift shall be between 6:00 a.m. and 6:00 p.m. The evening shift shall be between 6:00 p.m. and 6:00 a.m. Hours shall be consecutive.

- i. **At Crystal River 4 & 5 plants, shift (SH) maintenance positions working an eight (8) or ten (10) hour shift will have a start time for the first shift between the hours of 6:00a.m. and 8:00a.m., a start time for the second shift (if any) between 2:00 p.m. and 4:00 p.m.,**

and a start time for the third shift (if any) between 10:00 p.m. and 12:00 a.m., as determined by the Company.

ARTICLE VII

General Working Conditions

Management believes that working on streetlights is part of Lineman Apprentice regular work for 4th step and above Apprentices. They are qualified to perform this work safely with certain restrictions and it should be considered to be included within their regular work without upgrade pay to Journeyman.

Revise Article VII, Section 2(C)(4) as follows:

(4) During the fourth (4th) step, Lineman Apprentices may work on any energized lines or equipment without supervision, when in the opinion of the supervisor it is safe for them to do so. They will be upgraded to Journeyman when performing such work, **except that such Apprentices working on secondary streetlights and associated equipment shall not be upgraded to any level as long as the Apprentice is not required to be within Minimum Approach Distance of any energized voltage of 600 volts or greater.**

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

Revise Article VII, Section 2(E) as follows:

An employee working from an aerial basket shall be a Journeyman, or an Apprentice in training under the direction of a Journeyman, **or an Apprentice (fourth (4th) step and above) working on secondary streetlights and associated equipment.**

[Remainder of Section 2(E) to remain the same.]

ARTICLE VI

Hours of Labor and Overtime

The proposed revisions to the below articles for Lab Techs and Special Lab Techs will all drive efficiency and productivity gains by creating situations where each classification can be used in an efficient manner. This proposal aligns scheduling options with available personnel to the production work that needs Lab Tech coverage on more than one shift.

Revise Article VI, Sections 2(C)(5) and (13) as follows:

(5) Laboratory Technicians, Assistant Laboratory Technicians, **Apprentice Laboratory Technicians,** and Combustion Turbine Technicians shall be scheduled 5-8s, exclusive of meal time, per workweek between the hours of 6:00 a.m. and 6:00 p.m., or eight (8) consecutive ten (10)-hour days, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m., Thursday through Thursday, with the subsequent Friday through Wednesday off. ~~Employees in these classifications may also be scheduled for shift work along with all the other maintenance employees under Article VI, Section 2 (C)(8), during conditions such as outages and plant start-ups.~~ **Laboratory Technicians, Assistant Laboratory Technicians, and Apprentice Laboratory Technicians may be placed on a “backshift” in the following circumstances: start-ups and shutdowns; outages; condenser leaks (salt leaks); cooling tower chlorination and de-chlorination (biocide treatment); chemical cleaning of boilers; chemical**

upsets which could cause damage to personnel, equipment, or the environment; generator purge or fill; and in other circumstances as determined to be necessary by the Company. Shift Differential will apply when this assignment occurs.

(13) Special Laboratory Technicians shall be scheduled five (5) eight (8)-hour days per workweek, 7:00 a.m. to 3:30 p.m., exclusive of meal time, 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m., inclusive of meal time with two (2) consecutive days off, or ten (10)-hour days per workweek, at Management's option, between the hours of 6:00 a.m. to 6:00 p.m. or 3:00 p.m. to 4:00 a.m. or 8:30 p.m. to 7:30 a.m. with three (3) consecutive days off. Schedules shall be posted and so arranged that work periods and days off shall be rotated. Assistant Laboratory Technicians may be assigned to work according to the Special Laboratory Technician schedule as needed. Shift differential will apply. Special Laboratory Technicians may be placed on a "backshift" in the following circumstances only: start-ups and shutdowns; outages; condenser leaks (salt leaks); cooling tower chlorination and de-chlorination (biocide treatment); chemical cleaning of boilers; chemical upsets which could cause damage to personnel, equipment, or the environment; generator purge or fill; and in other circumstances as determined to be necessary by the Company. ~~and agreed to by the union, whose agreement shall not be unreasonably withheld.~~

Note to MOC:

At the Crystal River Reporting Headquarters, when Management determines additional resources are needed at either Crystal River 1&2 or 4&5, or determines to fill a vacancy at either site, employees may be sent to work at the other Reporting Headquarters while on straight time hours, which includes employees who are on overtime as a result of filling a vacant shift at their own Reporting Headquarters.

ARTICLE VI
HOURS OF LABOR AND OVERTIME

All seniority groups in the Transmission organization have work schedules that allow for starts at 0600 with the exception of the System Protection and Control seniority group, which cannot start before 0700. For efficiency in working with other craft in the Transmission organization, management would like to adjust the work schedule for the System Protection and Control employees.

Revise Article VI, Section 2(C)(9) as follows:

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

ARTICLE VI**HOURS OF WORK AND OVERTIME**

Management desires to reward employees who maintain high call-out percentages when the Company is offering all out-of-town restoration work, not just such work that is off of the Progress Energy system.

Revise Article VI, Section 5(E) as follows:

(5)(E) (E) **Off-System Response.** The Union and Company recognize the desirability of responding to restoration duty outside the Progress Energy system in order to assist other utilities in restoring power to their customers. Employees who respond to restoration duty outside the Progress Energy 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 Progress Energy 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 call-out percentage highest to lowest at the location in which they work.**

Add new Section 5(G) to Article VI as follows:

(5)(G) Out of Town Overnight Restoration Duty. For all out of town overnight restoration duty, whether on the Progress Energy system or otherwise, Line Department employees will be offered the restoration work on the basis of call-out percentage highest to lowest at the location in which they work. “Out of town overnight restoration duty” for purposes of this paragraph means

work at locations that will require at least one (1) overnight stay away from home. Employees to be considered for offering this work must have a minimum of ten (10) call-outs.

Revise Article VI, Section 6(C)(2) as follows:

(2) In the Line Department in Distribution, a record of overtime worked by each employee shall be posted weekly on the respective bulletin board at each headquarters. Only hours worked shall be counted in the total for the purpose of distribution of overtime. The exception to this provision will be out of town overnight restoration duty. **“Out of town overnight restoration duty” for purposes of this paragraph means work at locations that will require at least one (1) overnight stay away from home.** Red time will be counted for an employee who turns down such an assignment.

Article VII
General Working Conditions

Management wants to eliminate language from the 1977 Memorandum of Changes regarding the number of employees who can do energized work out of big buckets. Currently, language in that MOC contains restrictions on the working on energized equipment by single employees working out of big buckets. Management believes that this work can in fact be safely and efficiently performed by single employees.

Revise Article VII, Section 8(K) as follows:

(K) (1) Ground help is defined as a competent person within 200 feet or less and within voice communication of the pole being worked on. An Apprentice (not an upgraded Groundman) working on the pole in the secondary position with conductors or devices de-energized and grounded is also considered as ground help.

(2) **Ground help is required** when aerial work is energized **600 volts or greater**. **Ground help shall remain on the ground in the immediate vicinity of the vehicle.**
Aerial work less than 600 volts may be performed by a single employee as long as the employee is qualified to perform the work.

(3) Primary shall be covered and stinger or jumpers removed by the Journeyman. During this procedure, the ground help shall be on the ground.

(4) Two buckets working on the same pole must have a person on the ground in the immediate vicinity of the vehicles.

(5) When an Apprentice is in the bucket, then the Lineman shall be on the ground.

NOTE TO MOC: The parties agree that Item 56 of the 1977 MOC, the August 4, 1983 Irwin letter, and clarifications made in the 1983 negotiations that resulted in Red Edge Letter 39, are not binding on the Company, unless expressly provided for in writing in the MOA.

Union to discontinue all pending grievances over this issue

ARTICLE XII**Term-Extensions-Modifications****Revise Article XII, Section 1 as follows:**

This is the March 26, 1947, agreement between the Company and the Union as has been heretofore amended from time to time. Such agreement is further amended December ~~8, 2008~~ 5, 2011, and when signed by the Company and the Union and approved by the President or Chief Executive Officer of the Company and the International President of the Union, such amendment shall become effective December ~~8, 2008~~ 5, 2011. The agreement, as amended, shall remain in full force and effect through December ~~4, 2011~~ 2, 2012, and from year to year thereafter, subject to changes and termination in the way provided herein.

Transmission Line Department

Headquartering Maintenance Crews

In the current state, five (5) Transmission Line Maintenance crews exist as “system” crews. However, they routinely show up at:

- North Florida Maintenance Area
 - Wildwood
 - Crawfordville
 - Wilcox
- Southern Area Maintenance
 - Haines City
- Coastal Area Maintenance
 - Tarpon Springs

In order to improve response time for outages and other emergent issues after hours, and to reduce costs associated with the payment of per diem, management desires to formally headquarter the Line Maintenance crews, complete with a travel time from the reporting headquarters requirement. Management proposes to accomplish this move with the least amount of disruption to the business, the Transmission Maintenance employees and the Line Department Seniority Group. To that end, management is offering no specific language at this time but desires to discuss options for accomplishing this headquartering, rather than moving to abolish and re-post the jobs.

Exhibit “B”

Crystal River Plant Unit No. 3

Management desires to resolve issues raised by the O’Quinn grievance (10-01-0197), regarding the circumstances that Nuclear employees will be allowed time off when working out of town. This proposal will also conform the practice at CR3 to that existing for all of the other Progress Energy Nuclear plants.

Revise Section 3.1 as follows:

3.1 VISITS HOME

A. If an employee is temporarily assigned away from the Crystal River No. 3 Plant for training, ~~or~~ non-Company work, or for shared resource assignments, and is separated from his immediate family for twenty-nine (29) days or more, ~~he~~ the employee will be provided air travel home based on the following schedule listed below. This will include reimbursement for any expense for limousine service, auto rental, parking lot fees, etc.

| Length of Course | No. of Visits |
|------------------|-----------------|
| 1-28 days | 0 |
| 29 days or more | Every two weeks |

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

- B. Employee(s) will be allowed two (2) paid days to travel home and return in accordance with Article VII, Section 13(E) and two (2) unpaid days off, and in accordance with any time limits established by 10 CFR part 26.**
- C. The first trip home will be at a mutually agreeable time that is +/- a number of days before the 29th day or +/- a number of days after the 29th day, depending on the work schedule rotation.**
- D. Additional trips home as indicated above will be scheduled every fourteen (14) days thereafter, and in accordance with any time limits established by 10 CFR part 26.**
- E. In lieu of an employee traveling home for the specified rest period, reasonable expenses for the spouse/domestic partner to visit the employee will be reimbursed. For single parent families, reasonable incurred mileage will be reimbursed for the children to visit (child includes biological, foster, step, or adopted child, as well as a ward under a legal guardianship or a child for whom the employee has legal custody under a valid court decree). “Reasonable expenses” for this paragraph means comparable expenses to the shared resource employee traveling home for the**

specified rest period. Employer-paid family travel is required by the IRS to be included as taxable income.

Exhibit "B"

Section 12.0 Operating Employees

The purpose of this proposal is to provide additional options for the scheduling of the Chief Nuclear Operators (CNO) at the Company's Crystal River #3 Nuclear Plant (CR3).

Revise Exhibit "B" and add a new Section 12. 6 as follows:

At the Company's option, one or more CNO's may be offered a rotational assignment to the day shift to prepare for work week clearances. Management may offer any CNO(s) the opportunity to work these positions on a one (1) year rotational assignment. Scheduling for this assignment will fall under 11.0 – Non-Operational Employees.

Note to MOC:

- 1) This proposal will eliminate the MOU entitled Crystal River Nuclear Plant – Day Shift Chief dated January 12, 2005.

- 2) This assignment(s) shall be referred to as a “Chief Nuclear Operator – Dayshift” (CNO-D). The position(s) are expected to be used for the term of the rotational assignment; however, nothing in this agreement prohibits Management from ending the assignment(s) for any reason.

- 3) The CNO-D work schedule shall be in accordance with Exhibit “B” section 11.1 for Non-operating employees, with the specific work schedule on days only.

- 4) At Management’s option, when the schedule exceptions of Exhibit “B” 11.1 are entered, a CNO-D may be reassigned to other shifts as outlined in Exhibit “B” sections 11.3 or 11.4, or the CNO-D may be returned to the work schedule for Operating employees as indicated in section 12 for the duration of the exceptions listed. Upon the conclusion of these exceptions, the CNO-D may be returned to the CNO-D or to the rotating schedule position as determined.

- 5) At Management’s option, when the CNO-D is not available for any reason to perform these duties, i.e. vacation, training, etc., Management may assign an available CNO to perform the duties of the CNO-D for the duration of the absence.

- 6) The CNO-D assignment shall have its own overtime list per the MOA.
- 7) The CNO-D assignment shall have its own master vacation schedule per the MOA.
- 8) The CNO-D may be used to fill shift vacancies after the overtime list for CNO's has been exhausted. Generally this reassignment will be to meet minimum staffing requirements of the shift.
- 9) At Management's option, the CNO-D may stand Main Control Board duties in order to satisfy minimum days on shift in order to keep the employee's reactor operator license active. All other licensed Nuclear Operator training requirements shall be maintained.
- 10) The Fire Brigade and Fire Team Leader requirements shall be maintained if the employee is qualified for these duties at the time of selection to the position. The CNO-D may be utilized to cover the Fire Team Leader duty if an unqualified Fire Team Leader CNO is on duty at the on-shift clearance desk.

11)The CNO-D will be responsible for attending all T-meetings and participating in work week preparation activities, which includes resolving issues related to clearances prior to work week implementation.

12)The CNO-D is responsible for correctly generating required clearances by established milestones.

a. Clearances shall be safe for the scope of planned work, logical for the sequence of scheduled work, and efficient for the planned execution of the clearance, as determined by the Supervisor.

b. This standard will be measured by the amount of returned clearances, NCR's, and observations documenting clearance related issues.

EXHIBIT "D"

Attachment "A"

**Job qualifications for: Assistant System Protection & Control Technician
(Revised December 2011)**

For qualifications for Assistant System Protection & Control Technician vacancies, to best meet the needs for work in the System Protection & Control department, management wants to change the negotiated qualifications set out in Exhibit "D" of the MOA, as follows:

Revise Attachment "A" to Exhibit "D" as follows:

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

- 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, **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.** or five (5) years experience in a Journeyman classification with the Company, or must be a seventh step (7th 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.
Additionally, in order of selection preference:
- **Hold a journeyman Electrician position in the Substation Construction**

and Substation Maintenance seniority group six (6),

- **Have five (5) years experience in a Journeyman classification with the Company.**
- **Hold a seventh step (7th step) or above Substation Electrician Apprentice position in accordance with Article VII, Section 2(B)(7).**

PHYSICAL

- Ability to carry required test equipment and tools.
- Ability to climb and work from tall ladders.
- Ability to work from a bucket truck, when required.
- Ability to perform switching.
- Ability to work in confined spaces.
- Ability to travel when required.

Exhibit “G” & “H”

The proposed revisions will allow for greater use and flexibility of both travel crews and maintenance shops at the plants by reducing certain time limitations on assignment to various projects, etc. Additionally, these proposed revisions increase efficiency and productivity of these groups in the repair and project work they are assigned.

Revise Exhibits “G” & “H” as follows:

EXHIBIT “G”

ITEM 41 OF THE 1991 NEGOTIATIONS and ITEM 171 OF THE 2005 NEGOTIATIONS

Item 41 - Headquarters—Traveling Crews

~~Article VII, Section 6 becomes Article VII, Section 6 (A) and revise paragraph as follows:~~

~~Section 6 (A)—Headquarters—Traveling Crews~~

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

~~Add new article:~~

~~Article VII, Section 6 (B)~~

SMC Reporting Headquarters

All SMC supervised work will constitute a single separate headquarters at the work location. All plant supervised work will belong to the plant headquarters at the work location.

~~While not to be included in the contract, the following procedures were agreed upon:~~

Repair & Project Work – Exclusive of nuclear unit outages, all repair and/or project work assigned to the SMC with a planned duration ~~greater than five (5)~~ of three (3) days or more will be staffed as follows:

1. Regular SMC craftsmen will first be assigned to provide the work group. ~~core.~~ The senior qualified SMC craftsman will be upgraded to a master or chief.
2. Regular plant craftsmen who are available will be offered the opportunity to become part of the work group. If fossil plant work is scheduled to occur on backshifts not covered by Article VI, Section 2 (C) (8), only plant (SM) personnel will be considered. At plants where (SM) classifications do not exist,

regular (NS) plant craftsmen who are available, may volunteer to work on backshifts not covered by Article VI, Section 2 (C) (8) at the straight time rate of pay.

3. The remaining staffing requirements will be fulfilled by SMC temporary craftsmen.
4. After the work group is initially established, additional craftsman needs will be provided solely from the SMC.
5. Once initially established, the work group will be considered as a separate headquarters. Staffing will not be changed to accommodate upgrades or overtime distribution thereafter.

~~**If plant repair or project work assigned to the SMC is planned to require five (5) days or less, staffing will be solely from the SMC.**~~

Work assigned to the SMC during nuclear plant outages will, in all cases, be staffed solely from the SMC.

Supplemental Labor – When SMC personnel are assigned to a work location to function as supplemental labor under the direction

of the work location, contract rules will apply as for the single reporting headquarters. When assigned to the nuclear plant, SMC personnel will be classified as (SH) and scheduled accordingly.

ITEM 171 OF THE 2005 NEGOTIATIONS

Item 41 - Project Work

~~If an Item 41 project needs to work an extended schedule, i.e. 7-12's, it will be accomplished by offering it to regular employees on other Item 41 projects, and then to employees at that headquarters, per the overtime list. If the extended schedule is no longer needed, then the regular employees shall return to their respective Item 41 project or headquarters.~~

EXHIBIT "H"

IN-PLANT REPAIR & PROJECT WORK

When an Exhibit H project (as set out below) is determined by Management to be used, exclusive of nuclear unit outages, fossil repair and/or project work assigned to regular plant craftsmen with a planned duration ~~greater than five~~ **(5) of three (3) days or more** will be staffed as follows:

1. Management will determine the makeup of the work ~~core~~ group for each project, which may also include members of the System Maintenance Crew, the CT frame crew and/or the CT jet crew, ~~if assigned as supplemental to the plant's shops,~~ identifying each classification and number of regular employees needed in each classification. The senior qualified craftsman, accepting the project, shall be upgraded to Master or Chief as required.

2. Planned project duration, and the anticipated scope of work for the identified project, will be estimated by management prior to work commencement. After the work ~~core~~ group has been established, additional emergent craft needs may be provided for as determined by management. If regular plant craftsmen are available, this will be accomplished in accordance with Article VI, Section 6(A)(1). Absent the unanticipated expansion of the scope of work, the planned project will not be changed.

~~**3.** If an Exhibit H project needs to work an extended schedule after the project has started, i.e. 7 x 12's, it will be accomplished by offering it to regular employees on other Exhibit H projects and then to employees at that headquarters per the overtime list. If the extended schedule is no longer needed then the regular employees shall return to their respective Exhibit H projects or headquarters.~~

3. All regular plant craftsmen who are available, will be offered, by the current overtime list, the opportunity to become part of the work ~~core~~ group; however, (NS) employees accepting the work assignment shall be considered (SM) for all purposes pertaining to the Memorandum of Agreement, for the duration of the project.

4. Once initially established, the work ~~core~~ group will be considered as a separate headquarters. Staffing will not be changed to accommodate upgrades or overtime distribution thereafter except as provided for in paragraph 2. ~~& 3.~~

5. Temporary craftsmen may be utilized for the project after all available regular craftsmen have filled the established work ~~core~~ group.

Bartow Maintenance Shop Proposal

To be Placed into the MOC

Management wants to create a site specific dedicated maintenance shop that will allow the Bartow Combined Cycle plant to more effectively address ongoing regular and preventative maintenance issues. The creation of this shop will allow Bartow to efficiently and productively address the maintenance program while employing the current Combustion Turbine Technician (CTT) classification that will allow flexibility in the assigning of work to specific CTT work groups and utilizing the talents of the CTT employees based upon the Journeyman and progression skills each CTT maintains as an employee at Bartow. The implementation of this new maintenance shop will result in the creation of four net new positions in the bargaining unit.

Note to MOC:

At the Bartow Combined Cycle (Bartow) plant the parties agree to establish a separate maintenance shop utilizing the Combustion Turbine Technician (CTT) classification. This maintenance shop will be established as follows:

- 1) The Company will create and post, within 90-days of the ratification of the new Memorandum of Agreement (MOA), four (4) net new CTT**

positions at the Bartow plant with the following primary Journeyman skills:

- a. Electrician**
- b. Mechanic**
- c. Control Technicians (2 positions)**

2) These CTT Journeyman skills will make up the initial complement of CTTs assigned to the maintenance shop from all existing CTT employees.

3) Creation and staffing of this shop does not remove regular maintenance job duties from the CTTs not assigned to the shop. Management may add to, or subtract from, the shop at any time for any reason, and reassign CTT's back to operations as needed. CTTs while assigned to operations can generally expect to provide maintenance duties in the form of PM's and FIN tickets; however, Management maintains the right to assign maintenance tasks at its discretion.

4) These positions will remain as Shift (SH) classifications.

5) CTT's who are assigned to work out of the maintenance shop may be scheduled on an eight (8) or ten (10) hour work schedule that is separate and apart from the operations work schedule as follows:

A) One (1) or two (2) eight (8) hour shifts Monday through Saturday.

Start and stop times will be between the hours of 6:00am and 12:00am (midnight), at Management's discretion.

B) One (1) or two (2) ten (10) hour shifts Monday through Saturday,

Start and stop times will be between the hours of 6:00am and 12:00am (midnight), at Management's discretion.

C) A combination of one (1) week on 8's and one (1) week on 10's

may be worked using the above start and stop times, at Management's discretion.

6) Employees assigned to the maintenance shop and working one of the above work schedules may be reassigned to the operating shift at straight time pay without notice to fill any vacancy, for any reason.

7) Shift differential does not apply when working any shift or schedule.

8) Meal times may be inclusive, or unpaid, at Management's discretion, while assigned to the shop. Management will determine this option at the time of posting the schedule each calendar year.

9) For purposes of overtime, there will two (2) maintained lists:

I. Operators List

II. Maintenance Shop List

10) In each case, where the overtime exists is where the overtime will be called for first, using the other list if no other CTT's respond to the call. In all cases Management maintains the right to determine if overtime is to be offered or the vacancy will be covered using reassignment of other available CTTs on duty.

11) CTT employees who are assigned to the maintenance shop will be assigned to the shop for a maximum of two (2) consecutive years, after which time the CTT will accept an assignment back to the operating shift.

A. For the initial assignment to the shop, two (2) CTT positions will be assigned for the initial two (2) year assignment and 2 CTT positions will be assigned for an initial one (1) year assignment, so as to be able to rotate two (2) CTTs onto, and

off of, the shop assignment on a staggered two (2) year rotation.

B. Rotation assignments will be based solely upon the Journeymen skill needed to complete the shop at the time of any rotation.

C. A CTT previously assigned to the maintenance shop may receive additional assignments to the shop after a two (2) year absence from the shop.

D. Management will determine the date for staffing the Maintenance Shop and notify the affected employees of the assignment with at least a 30-day notice.

Combustion Turbine Maintenance Operator Classification

The purpose of this proposal is to provide an entry level classification for progression to the Combustion Turbine Technician (CTT) classification. This proposal will provide employees an opportunity to progress to CTT, provide Journeymen in Power Generation with the ability to learn new technology and to obtain Journeymen positions in Combustion Turbine (CT) and Combined Cycle (CC) plants, and aide the Company in staffing hard-to-fill positions in those plants.

Add to Exhibit “D”

Revise the Item 27 of the 1996 Memorandum of Changes to provide for changes to the Combustion Turbine Maintenance Operator (CTMO) classification, and add to Exhibit “D” as follows:

- A. The parties agree to add to the following minimum qualifications for the CTMO (SH) classification:**
- 1. Pass the MASS Test at the I&C level;**
 - 2. Must hold or have held for at least one year a Journeymen classification in one of the following:**
 - a. Operator**
 - i. Does not include Scrubber Operator classification**
 - b. Mechanic**
 - c. Electrician (Production Department-Fossil Operations)**

d. Control Technician

- 3. Must possess at least one (1) progression skill in one (1) of the four (4) Journeymen level classifications listed above.**

B. A CTMO position may be posted at the headquarters with a designation of the Journeyman skill required. (i.e., Operator, Mechanic, Electrician, or Control Technician). Management maintains the exclusive right to post, or not post, a CTT or CTMO classification at its discretion at each of the headquarters. Management may also elect to dual post the CTMO position with a CTT position, selecting the senior qualified bidder, if any, for either position, at its discretion.

- 1. Successful bidders to the CTMO classification shall be required to achieve a second progression skill in one of the classifications listed in #2 above within 24 months of entering the CTMO classification. Management will determine the second progression skill the employee will attain based upon operational need.**
- 2. The Company shall provide training for the successful CTMO bidder to become a Step 1 CTT. A CTMO will progress to a Step 1 CTT once he/she has completed the necessary training and is successful in receiving a recommendation from the Apprenticeship Review Committee for the second progression skill.**

- a. The Training Program will be modeled after the current Exhibit “C” of the MOA. Continuous progress must be displayed based on 6-month intervals through the assessment process.
 3. Upon successful transition to the Step 1 CTT position, although not required, each CTT employee shall be encouraged to progress to Step 2 CTT within 12-months of attaining the Step 1 CTT position.
 4. CTMO bidders who fail to progress and/or achieve the second progression skill within 24 months of entering the CTMO classification, will be given a ninety (90) day letter to find another position within the Company that they are qualified to perform.
 5. Upon successful completion of the tasks required to attain the second progression skill, the employee will be reclassified in place as a step 1 CTT at the headquarters where the employee works.
- C. Upon ratification of the new Memorandum of Agreement, any CTMO employed on or before that date will not be subject to the requirements above to remain at the CTMO’s current headquarters; however, any CTMO who elects to bid on any posted CTMO position identified as a progression to the CTT classification, will be required to meet the minimum qualifications above and progress to the CTT classification as required.

- D. The two (2) current CTMO employees from Suwannee Combustion Turbine Plant and the Higgins Combustion Turbine Plant who do not possess the minimum qualifications listed in Paragraph A above shall have no roll rights to any CTMO position at any plant, unless the CTMO is rolling another CTMO employee who also does not possess the new minimum qualifications identified above.**

Laborer (A) – Production Department Classification

The purpose of this proposal is to address all State/Federal requirements for drivers of certain trucks at the Crystal River fossil plants and coal yard to hold a Commercial Driver's License (CDL) when driving CDL-level required trucks on Powerline Road beginning at the intersection of Powerline Road and U.S. Route 19, and the North Access Rd., and ending at the Access Control Point maintained by Nuclear Security for the Crystal River complex. Employees who do not currently hold a CDL and drive the trucks on this public road would be in violation of the law and could be cited by State and/or County law enforcement. Changes to the minimum qualifications of the Laborer (A) classification will allow Crystal River Management to reduce the current use of contractors and return this work to the bargaining unit and the Laborer (A) specifically.

Require as a minimum qualification of the Laborer (A) – Production classification as follows:

- 1) Laborer (A) candidates must possess, and maintain, a valid CDL license at the time of hire.**

- 2) All current Laborer (A) employees located at Crystal River 1&2, 4&5 and the Coal Yard (Crystal River headquarters) shall be required to**

obtain, and maintain, a CDL license within sixty (60) days of the ratification of the new Memorandum of Agreement (MOA). This requirement does not apply to any employee who may hold, or bid to, a Laborer (A) position at any other headquarters site for Progress Energy Florida.

- A. The Company will provide all Laborer (A) employees who are required to obtain or maintain the CDL appropriate study materials and XX number of work hours in order to obtain the required CDL.

- B. With the ratification of Memorandum of Agreement, all current Laborer (A) employees employed at the Crystal River headquarters, who are required to obtain a valid CDL, will receive reimbursement for the initial fees required by the Florida Department of Motor Vehicles (DMV) to obtain a valid CDL in the State of Florida.
 - i. This reimbursement will be limited to the fees that are over and above the fees to establish or renew a valid Florida Drivers License in calendar year 2012.

 - ii. Future reimbursement of fees for the required annual renewal of the CDL license will also be limited to the

fees that are over and above the fees to renew a valid Florida Drivers license in any calendar year thereafter.

- C. Laborer (A) employees who fail to provide a valid CDL to the Company within the sixty (60) day time limit will be issued a 90-day letter.
- 3) Laborer (A) employees employed at any of the Crystal River headquarters whose CDL becomes invalid for any reason will be issued a ninety (90) day letter.
 - 4) Employees seeking a regular or contingent position in the Laborer (A) classification at the Crystal River headquarters will be required to produce a valid CDL license to their supervisor within sixty (60) days of the announcement of their selection on the posting notice. Failure to provide the valid CDL will result in the employee being returned to his/her previous work location and/or job, if available, per Article III, Section 4; however, if the previous job has been filled, or is otherwise unavailable, the Laborer (A) will be given a ninety (90) day letter.
 - 5) All Laborer (A) employees required to maintain a CDL for work at the Crystal River headquarters will be subject to all Department of Transportation requirements, including but not limited to all drug and alcohol testing requirements necessary to maintain a valid CDL.

- 6) There will be no upgrade to any position in Exhibit "A" for performing the job duties that require a valid CDL to operate the CDL level required trucks.

Use of ARCOS for Production Generation Florida

Management wants to be able to use the ARCOS callout system so that supervisors can utilize their time more efficiently and productively, by being freed up from having personally to make calls for pre-arranged overtime opportunities. In addition, the Company proposal would capture the language of the ARCOS Memorandum of Understanding and include it within the 2011 Memorandum of Changes.

Revise and replace the existing Memorandum of Understanding with the following, to be noted in the 2011 Memorandum of Changes:

Automated Roster Callout System (ARCOS)-Production Generation Florida

~~This Memorandum of Understanding (MOU), agreed to by the System Council, U-8 (Union) and Progress Energy Florida (PEF), (Company) shall be in force, and effect, for the duration of the use of the Automated Roster Callout System (ARCOS) by the Company unless the parties mutually agree to any modifications to this MOU. Except as modified below, all other provisions of the Memorandum of Agreement (MOA) shall remain in force and effect. The terms of this MOU are as follows:~~

The parties agree the ARCOS system may be used for all emergency and/or all prearranged overtime at the following plants of PEF: Anclote, Bartow **Repower Combined Cycle**, Crystal River 1 & 2, 4 & 5, Coal Yard, **Clean Air Project**, Suwannee River Plant, as well as the System Maintenance Crew (SMC). At its

discretion, the Company may also expand this MOU to cover the Combustion Turbine Plants as needed.

The parties further agree that manual calls for overtime may still be used at Management's discretion.

Simplification of the Callout Process

The Company shall incorporate the following into ARCOS:

- 1) The need for entering a PIN number when ARCOS calls the employee at his/her designated telephone numbers(s) is not required.
- 2) Designate the number 1 to move employee into the next menu.
- 3) Designate the number 2 if the employee is not at home, or not available.
- 4) Designate the number 3 to add more time to this process for employee to answer call.
- 5) Designate the number 1 for employee to accept the callout.
- 6) Designate the number 3 for employee to decline the callout.

The Company will be considered to have complied with its callout obligation as to all calls successfully completed to the telephone number(s) provided by the employee, whether the employee, another person, or automated answering device, answers such calls. Employees may provide up to three (3) telephone numbers, which can be modified by the employee through ARCOS, for any calls to be made by the ARCOS system.

Employee Availability

- 1) Employees making themselves UNAVAILABLE after a callout
 - a. An employee will be required to utilize his/her PIN number to make themselves unavailable for callouts via ARCOS. After an employee is made unavailable, he/she will automatically become available on the callout list via ARCOS, effective at the beginning of the employee's next scheduled shift.
 - b. Employees who have made themselves unavailable will receive all appropriate redlines for overtime not worked as if the employee had not accepted the offered overtime.
 - c. Employees making themselves unavailable for callouts via ARCOS shall be responsible for contacting their supervisor, or the supervisor's designee, within a reasonable time after they return to work, to discuss with the supervisor, or designee, as to the reason for the unavailable time. As determined by the Supervisor, the redline may be corrected for that employee.

- d. An employee may also request that his/her supervisor, or designee, make the employee unavailable, provided that the supervisor, or designee, is reasonably available to do so. After an employee is made unavailable, he/she will automatically become available on the callout list via ARCOS, effective at the beginning of the employee's next scheduled shift.

2) Employees making themselves AVAILABLE after a callout

- A) Upon completion of the employee's callout duties, the employee may elect to make him or herself available via ARCOS, utilizing his/her PIN number, or;
- B) The employee may elect to call the on duty supervisor to make the employee available. The supervisor will make the employee available except as described below in #1.

- 1) There may be times, determined by the Supervisor, whereby the on duty supervisor cannot reasonably make an employee available on ARCOS. In such cases the supervisor will inform the employee that he/she must make him or herself available via ARCOS, utilizing his/her PIN number. Upon this notification,

the employee is then responsible to complete the process to make him or herself available through ARCOS.

Record Review

- 1) The Company will post, in a convenient place, on a secure bulletin board, the following information to allow review by all employees:
 - a) Callout List
 - b) Cumulative Percentage per Employee
 - c) Most Recent ARCOS Reports
 - d) Record of Overtime
 - e) Other records/reports as locally agreed between the parties

The Company may also post any of the above lists on identified web pages or electronic bulletin boards that can be accessed by employees from a Company computer.

- 2) The Company shall also post a non-secured list to allow employees further individual review. The Company shall not be held responsible for the completeness of the list, once posted, since it is not a secured list and is available to all.

- 3) The Company shall identify at each plant, the employee(s) responsible for compiling and posting the above information. This shall include a primary, and back up, to the employee(s) responsible. This may include, but is not limited to, the plant Timekeeper(s).

Missed Callout Opportunity

- 1) When an employee is not called out when he/she is the lowman as a result of 1) an ARCOS error, or 2) a human input error due to no fault of the employee, the employee skipped will have no change in the Redline on the callout list.
- 2) Responsible employees at each plant, as determined by the Company and the list provided to the Union, shall monitor this process and make appropriate corrections as directed and/or approved by the supervisor, or supervisor's designee.

Periodic Review

Upon the request of either party the parties may meet to conduct a review of any issues related to the utilization of ARCOS., ~~or this MOU.~~

For the Company: _____ **For the Union:** _____

Date: _____ Date: _____

WAGES

For the term of the new Memorandum of Agreement, the Company proposes a mutually agreed upon wage increase to be negotiated by the parties. Such increase will be reflected in the wage rates set forth in Exhibit "A".

Extension of Temporary Meter Reader Memorandum of Understanding

Because the timeline for implementing the Automated Meter Reading project has been pushed out, there is a need for using temporary meter readers longer than originally planned.

Note to the MOC: The parties agree that the Memorandum of Understanding signed by them in April, 2010, suspending the 600 hour restriction on employees in the classification of Temporary Meter Reader until the expiration date of the current Memorandum of Agreement, shall be extended through the expiration date of the new Memorandum of Agreement.

“HOUSEKEEPING/ADMINISTRATIVE” ITEMS

Exhibit “A”

Correct existing job titles from Dual Skilled to Secondary Skill and add previously negotiated lower steps, add 4 (four) SH Secondary Skill positions previously negotiated for the Clean Air Project and add lower steps:

| JCC# | Job Classification | Hourly Rates of Pay |
|-------------------------|--|---------------------------------|
| 0057 (S) | Chief Control Technician (SM) - Dual-Skilled <u>2ndry Skill</u> | <u>35.76 36.18</u> 36.63 |
| <u>0065 (SH)</u> | <u>Chief Control Technician (SH) –</u> <u>2ndry Skill</u> | <u>35.76 36.18 36.63</u> |
| 0053 (S) | Chief Electrician (SM) - Dual-Skilled <u>2ndry Skill</u> | <u>35.76 36.18</u> 36.63 |
| <u>0064 (SH)</u> | <u>Chief Electrician (SH) –</u> <u>2ndry Skill</u> | <u>35.76 36.18 36.63</u> |
| 0058 (NS) | Chief Control Technician - Dual-Skilled <u>2ndry Skill</u> | <u>35.41 35.83</u> 36.29 |
| 0054 (NS) | Chief Electrician - Dual-Skilled <u>2ndry Skill</u> | <u>35.41 35.83</u> 36.29 |
| 0059 (S) | Control Technician (SM) - Dual-Skilled <u>2ndry Skill</u> | <u>29.38 31.16</u> 32.91 |
| <u>0063 (SH)</u> | <u>Control Technician (SH) -</u> <u>2ndry Skill</u> | <u>29.38 31.16 32.91</u> |
| 0055 (S) | Electrician (SM) Dual-Skilled <u>2ndry Skill</u> | <u>29.38 31.16</u> 32.91 |

0062 (SH) Electrician (SH) - 29.38 31.16 32.91

2ndry Skill

0060 (NS) Control Technician - **29.04 30.79** 32.53

~~Dual-Skilled~~ **2ndry Skill**

0056 (NS) Electrician – Production **29.04 30.79** 32.53

~~Dual-Skilled~~ **2ndry Skill**

Continue for Term of new MOA the language of Item 105 of the 2005 Memorandum of Changes:

Item 105 Agreement to Contract Out Building Maintenance

Management, at its option, may retain the one remaining Building Maintenance Mechanic for the term of the Memorandum of Agreement.

Exhibit “A”

Line Department, Seniority Group 02

Electrician Apprentice

Revise Job title of this position to accurately reflect its line of progression to Network Specialist.

Revise job title of Job Classification Code 0360 as follows:

Network Electrician Apprentice

Exhibit “A”

System Protection & Control Department, Seniority Group 05

System Protection & Control Technician – SCADA

Add previously agreed to job classification of System Protection & Control Technician – SCADA to Seniority Group 05:

| (JCC#) | Job Classification | Hourly Rates of Pay | |
|--------|---|---------------------|--------------|
| 0622 | System Protection & Control Technician – SCADA | 35.67 | 36.68 |

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

The classification of Chief Operator is missing from Article III, Section 3(E). Revise this section as follows:

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