

Union Proposal #1 Benefits

The following are the proposed changes for benefits provided to the Bargaining Unit.

Retirement Plans

Defined Benefit Plan

- Change the multiplier from 1.8 to **2.0**
- Change the early retirement matrix.
- **Add a longevity clause which will add 2% for each additional year after 35 years up to 40 years of service to a maximum of 110%.**

NEW

***See new retirement matrix Attachement #U-1.**

OLD

Age	15-19	20-34	>35
64	100	100	100
63	100	100	100
62	100	100	100
61	94	100	100
60	88	100	100
59	82	93	100
58	76	86	100
57	70	79	100
56	65	72	100
55	60	62	100

Union Proposal #1 Benefits

- Cost of Living Allowance (COLA) based on the average yearly CPI
- Use top three years of earnings for benchmark.
- All wages for all hours worked (straight time, overtime, premium time, rest time, etc.) shall be used in the calculation for retirement benefits.

Cash Balance Plan-

- Tie interest rate to Treasury Securities
- Change pay credit to 6% of pensionable earnings per year.
- No tiered structure on age.
- Additional 2% pension plan credit per year.

Medical cap for retirees

- **Do away with medical caps**

Medical

- **Reduce High Deductable Health Plan (HDHP) insurance deductible to \$3000.**

Union Proposal #1 Benefits

Sick Leave-

- **Increase sick leave from 80 hours to a maximum of 120 hours for employees who will attain ten years of service within the calendar year.**
- **Increase sick leave from 80 hours to a maximum of 160 hours for employees who will attain twenty years of service within the calendar year.**
- **If an employee's sick leave is exhausted, employees shall be allowed to use vacation time without supervisory approval.**

Short Term Disability-

- **Remove the language that requires employees to use all of the appeals process prior to using the grievance process when they are denied medical leave.**

Life Insurance-

- **Group Life Insurance at retirement one (1) times base pay for life for all Bargaining Unit employees and retirees.**
- **Spouse Life \$25,000.00 and Child Life \$10,000.00 plans paid for 100% by Company.**

Union Proposal #1 Benefits

Dental-

- **One free dental exam and cleaning per year for employees, retirees and dependants.**
- **Current and Future Retirees Dental coverage paid 100%**

Longevity Pay-

- **After being topped out in a classification, a \$.10 an hour per year of service premium will be added to the employees base wage and be payable at the end of the year on all cumulative hours paid.**

Temporary Time

- **Time worked as a temporary employee shall be included for calculations of all benefits.**

Maternity/Paternity

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

Age	15	16	17	18	19	20	21	22	23	24	25	26	27
64	100	100	100	100	100	100	100	100	100	100	100	100	100
63	100	100	100	100	100	100	100	100	100	100	100	100	100
62	100	100	100	100	100	100	100	100	100	100	100	100	100
61	100	100	100	100	100	100	100	100	100	100	100	100	100
60	95	96	97	98	99	100	100	100	100	100	100	100	100
59	90	91	92	93	94	95	96	97	98	99	100	100	100
58	85	86	87	88	89	90	91	92	93	94	95	96	97
57	80	81	82	83	84	85	86	87	88	89	90	91	92
56	75	76	77	78	79	80	81	82	83	84	85	86	87
55	70	71	72	73	74	75	76	77	78	79	80	81	82
54	65	66	67	68	69	70	71	72	73	74	75	76	77
53	60	61	62	63	64	65	66	67	68	69	70	71	72

Age	28	29	30	31	32	33	34	35	36	37	38	39	40
64	100	100	100	100	100	100	100	100	102	104	106	108	110
63	100	100	100	100	100	100	100	100	102	104	106	108	110
62	100	100	100	100	100	100	100	100	102	104	106	108	110
61	100	100	100	100	100	100	100	100	102	104	106	108	110
60	100	100	100	100	100	100	100	100	102	104	106	108	110
59	100	100	100	100	100	100	100	100	102	104	106	108	110
58	98	99	100	100	100	100	100	100	102	104	106	108	110
57	93	94	95	100	100	100	100	100	102	104	106	108	
56	88	89	90	100	100	100	100	100	102	104	106		
55	83	84	85	100	100	100	100	100	102	104			
54	78	79	80	95	96	97	98	100					
53	73	74	75	90	91	92	93	100					

Union Proposal #2

Term of Contract:

Four (4) to Five (5) years.

Wages:

Fair and equitable wage increase based on the national utility industry.

Union Proposal #3
Article VI Section 6 (C) new (3)

(3) Once the overtime list has been established employees will be offered the opportunity to move up the list. If no one wants to move up, the list will remain as originally rolled for the week. Total overtime hours will be used to offer placement on the overtime list.

Note to MOC

Example:

Tuesday the list rolls in the following order:

- | | |
|---------|----------|
| 1. John | 25 hours |
| 2. Sam | 32 hours |
| 3. Joe | 50 hours |
| 4. Mike | 84 hours |

Employees are asked if they want to move up the list. Joe says “yes” and nobody else wants to move. The list would be adjusted as follows:

- | | |
|---------|----------|
| 1. Joe | 50 hours |
| 2. John | 25 hours |
| 3. Sam | 32 hours |
| 4. Mike | 84 hours |

Had John wished to stay, he would stay in that position and Joe would then move to the #2 position.

If no one wishes to move up, then the list will remain as originally rolled. Each week employees will be offered the opportunity to move up.

Union Proposal #4
Article III Section 3(D)(1)

(D) (1) Time worked by employees in the classifications of Special Equipment Operator after October 26, 1964, Winch Truck Driver-Helper after October 26, 1966, and Trenching Machine Operator after September 15, 1972, and Equipment Operator after December 13, 1981, will not be considered in the seniority of such employees when applying for vacancies, **or upgrade** in climbing and electrician classifications in the Line and substation Departments. Equipment Operators cannot be rolled by other classifications. In the event of a reduction in force, Equipment Operators who have held either Linemen Apprentice or Groundman positions with the Company may use total Line Department seniority. Lighting Technicians who have held a Linemen Apprentice position with the Company may use the seniority earned while working in the Lineman line of progression to secure the position. Lighting Technicians may use their total Line Department seniority to roll a Groundman position. The application of this section is not intended to conflict with Article III, Section 3 (A).

Union Proposal #5
Article III Section 8(D)

Add Article III Section 8(D)(3).

Article III

Section 8

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

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

(3) Employees in any plant potentially affected by shutdown or repower will be provided the opportunity to cross train in the Combustion Turbine Technician (CTT) classification. The Company will provide pay, travel mileage, training materials, and the opportunity to train at the nearest designated Combustion Turbine plant and/or Combined Cycle facility to train for the CTT position.

Union Proposal #6
Article III Section 7(J) (new)

Add section 7(J)

(J) If an employee has been discharged, the Company shall initially post the resulting vacancy as a contingent position. If the discharged employee is not re-instated to their position, the job will automatically be converted to the permanent position without the necessity of reposting.

Union Proposal #7
Article III Section 12E1

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

Union Proposal #8
Exhibit A
Article III, Section 12(F)

Create a new position under Exhibit A

Chief Combustion Turbine Technician

This will be a 1 step pay scale

Ten (10) percent pay increase above normal CTT wage

Wage will be before the general wage increase agreed upon during the 2011 negotiations.

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

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

Union Proposal #9
Article III Section 12 (H) New
Article VII Section (1) New (C)
Exhibit "F"
Article VI Section 2 (C) (7)

Article III
Section 12 (H) New

(H) When the Working Foreman in the Line Department leading the work of two (2) or more men is absent from the jobsite, the senior qualified Lineman will be temporarily assigned to the higher classification.

Article VII
Section 1

Section 1 -- Working Foreman

(A) The crew of a Working Foreman in all departments covered by this agreement shall consist of not more than ~~five (5)~~ **four (4)** men including the Working Foreman, except as follows:

(1) The pole setting, yard maintenance, right-of-way clearing and Fleet Services Department crews shall not be restricted to ~~five (5)~~ **four (4)** men.

(2) Except in the Overhead Line Department, the addition of one (1) or more Laborers on a temporary basis for a period not to exceed two (2) weeks shall not be the basis for considering the Working Foreman as substituting for a Foreman.

(3) In the Substation Construction and Substation Maintenance Departments, when general shop work is being performed or work is being performed on the construction of new substations or new additions to existing substations, such as steel fabrication, yard preparation, ground and conduit field installations, preparation of transformers and breakers up to and including 115 kV,

Union Proposal #9
Article III Section 12 (H) New
Article VII Section (1) New (C)
Exhibit "F"
Article VI Section 2 (C) (7)

and material handling where the work area is properly isolated from energized conductors or equipment, two additional employees may be assigned to Working Foreman crews. When such crews contain six (6) or seven (7) men including the Working Foreman, the Working Foreman shall be upgraded to Senior Working Foreman.

(B) In the Overhead Line Department a Lineman shall be assigned to the Working Foreman crews, whenever possible.

(C) In the Line Department when five (5) or more men are placed on the job the senior qualified employee in the group shall be designated by the supervisor as the senior working foreman.

~~(C)~~**(D)** When ~~five (5)~~ **four (4)** men are placed on a job, the senior qualified employee in the group shall be designated by the supervisor as a Working Foreman. If the work of this group continues for two (2) hours or more, the employee designated as a Working Foreman shall receive the minimum rate for that classification during the period of such assignment or such higher rate as his previous experience with the Company as a Working Foreman on a regular or contingent assignment entitles him.

~~(D)~~**(E)** In applying the provisions of this agreement, the Working Foreman shall be considered as a Journeyman.

~~(E)~~**(F)** In the Line Department, which includes the network section and the distribution section, in the Building Maintenance Department, in the Central Repair Department, in the Substation Construction and Substation Maintenance Departments and in the Air Conditioning Maintenance Department, when ~~four (4)~~ **three (3)** men are placed on the job for two (2) hours or more without direct supervision, the senior qualified Journeyman of the group shall be designated as "Lead Lineman," or "Lead Network Specialist," or "Lead Electrician," or Lead Maintenance Mechanic," or "Lead Air Conditioning Mechanic," and paid seventy-five cents (\$.75) per hour above the top wage bracket of the regular Journeyman rate.

Union Proposal #9
Article III Section 12 (H) New
Article VII Section (1) New (C)
Exhibit "F"
Article VI Section 2 (C) (7)

~~(F)~~ **(G)** When installing underground residential distribution cable and conduit, the crew of a Lead Lineman, Lead Electrician, or Lead Network Specialist may consist of an Equipment Operator or Apprentice in the Line Department and not more than six (6) Laborers.

~~(G)~~ **(H)** When a Distribution Special Line (SL) crew is scheduled on either Saturday or Sunday and a supervisor or an upgraded supervisor is not at work in that headquarters on that day, the senior Lineman on duty shall be designated as "Lead Lineman" when four (4) or more employees from that headquarters are working at the same time on straight time or scheduled overtime.

EXHIBIT "F"

DISTRIBUTION AREA TRAVEL CREWS

- These positions will be posted Non Shift (NS) for **Working Foreman**, Lineman, Lineman Apprentice, Groundman, and Equipment Operator at the discretion of Management.

Union Proposal #9
Article III Section 12 (H) New
Article VII Section (1) New (C)
Exhibit "F"
Article VI Section 2 (C) (7)

Article VI
Section 2 (C) (7)

(7) Special Line Crews shall be scheduled 4-10s, exclusive of meal time, Monday through Sunday, provided that the hours of work shall be between 6:00 a.m. and 10:00 p.m.. The SL Crew can be "split" and placed on different schedules. Seniority shall be respected in the selection of schedules. **Each SL Crew shall have at least one (1) Working Foreman posted. For SL Crews that are "split" a Working Foreman will be posted for each half of crew.**

Note: This proposal will create a new classification of Senior Working Foreman and Senior Working Foreman (SL) in the Line Department in Exhibit "A". Rate of \$36.12 prior to any general wage increase.

A working foreman shall be posted on each crew.

Union Proposal #10
Article IV Section 5(new)

Add a new Article IV Section 5

Section 5

At Fossil locations that are on twelve (12) hour shift rotations, employees shall be allowed to treat the day off in lieu of holiday as hour for hour.

Union Proposal #11
Article V Section 1 (A)

Vacations

Section 1

(A) Regular employees who commence employment on or before June 30 and who have completed their probationary period shall be entitled to one (1) week of vacation in that year, and to two (2) weeks of vacation in their second calendar year of employment. Regular employees who commence employment on or after July 1 and who have completed their probationary period shall be entitled to two (2) weeks of vacation in their second calendar year of employment. Regular employees who have attained five (5) years or more of service but less than fourteen (14) years of service in that calendar year, shall be entitled to three (3) weeks of vacation in that year. Regular employees who have attained fourteen (14) years or more of service but less than twenty-four (24) years of service in that calendar year shall be entitled to four (4) weeks of vacation in that year. Regular employees who have attained twenty-four (24) years of service but less than thirty (30) ~~or more~~ shall be entitled to five (5) weeks of vacation. Regular employees who have attained thirty (30) or more years of service shall be entitled to six (6) weeks of vacation in that year and each year thereafter. At the option of the employee, one (1) week of vacation may be carried over into the following year.

Union Proposal #12 Article V Section 2 and 3

Revise Article V Section 2 and Section 3:

Section 2

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 with the Company will be given preference. Employees may take their vacations in weekly periods of seven (7) consecutive days. **For non-shift employees a week of vacation will normally be considered Monday through Sunday unless otherwise agreed to by the employee and his supervisor.** Consecutive weeks are considered as one vacation period for scheduling preference. **For employees that have a schedule that spans into consecutive workweeks (for example, seven consecutive days starting Thursday and ending Wednesday of the following week, or Sunday through Wednesday of the following week, at the option of the employee, the employee may indicate these days as one vacation period. For all employees, 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.** Vacations of less than ~~one (1) week~~ **two (2) days** shall be so arranged as to be mutually convenient to both the employee and the Company. A vacation schedule for each year shall be established not later than March 31. Employees who have not indicated their vacation preferences by March 15, 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 March 15, 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 numerical choices for the same period. Vacation can be taken any time between January 1 and December 31.

Section 3

(A) An employee will not be required to work during his assigned vacation period except during an unusual emergency, **such as an impending hurricane.** If required to work scheduled hours, he shall receive his vacation pay and, in addition

Union Proposal #12
Article V Section 2 and 3

thereto, he shall be paid at one and one-half (1 1/2) 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 non-recoverable expenses which he may incur as a result of such recall.

Delete Red Edge 18

Union Proposal #13
Article V Section 2(B)(New)

Section 2

(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 with the Company 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 shall be so arranged as to be mutually convenient to both the employee and the Company. A vacation schedule for each year shall be established not later than March 31. Employees who have not indicated their vacation preferences by March 15, 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 March 15, 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 numerical choices for the same period. Vacation can be taken any time between January 1 and December 31.

(B)After initial posting of vacation that is finalized, an alternate list shall be offered. When any period of vacation from the first lists becomes available, the alternate list shall be used by seniority to allow other employees bumped from the initial list to move into the open slots on the alternate list.

Union Proposal #14
Article IV Section 4(B) New

Section 4

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

(B) Employees shall be allowed to give Vacation/Holiday days and/or hours to any employee that they choose who may need it.

Union Proposal #15
Article VI Section 2(B) (1) (d)

Revise Article VI Section 2 Section 2(B) (1) (d)

d) Shift employees at Combustion Turbine plants on cyclic operation may be assigned to work one (1) or two (2) or three (3) eight (8)-hour shifts per day, scheduled between 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m.; or one (1) or two (2) ten (10)-hour shifts, at Management's option, between the hours of 4:00 a.m. and 12:00 p.m. **inclusive of mealtime**, unless otherwise mutually agreed to by the Company and the Union. Hours shall be consecutive. **Shift differential will be paid as provided for in Article X Section 3.**

Union Proposal #16
Article VI Section 2(B) (4)

Revise Article VI Section 2(B) (4)

(4) If **Operating** employees ~~who have Saturday and Sunday as off-scheduled days on the weekly schedule~~ are rescheduled, exclusive of upgrades, to fill a vacant shift created by the temporary assignment of another **Operating** employee to a non-bargaining unit position, they will be paid premium time (time and one-half) for the hours worked ~~on Saturday or Sunday~~.

Union Proposal #17 Article VI Section 2

Revise Article VI Section 2 (B) (2) (a) & (c) as follows:

(2) Maintenance/Training/Relief Week of Operating Employees in the Production Department and the Energy Control Center:

(a) When employees are working maintenance, they will work the same regular daily work schedule as the regular maintenance employees. However, they may be reassigned to operating shifts as required. Reassignment to the 6:00 a.m. to 2:00 p.m. operating shift, or the day shift at locations that have twelve (12) hour shift schedules, at straight time may be made without notice. **The employee shall earn overtime after completing the employee's original eight (8) or ten (10) hour schedule.** Reassignment to other operating shifts will be at premium rates unless twenty-four (24) hours notice is given.

c) When employees are working a relief week, they may be reassigned to operating shifts as required. Reassignment to the daytime operating shift at straight time may be made without notice. **The employee shall earn overtime after completing the employee's original eight (8) or ten (10) hour schedule.** Reassignment to other operating shifts **such as midnights and weekends must be to fill a vacant position on a shift and** will be at premium rates unless twenty-four (24) hours notice is given.

Union Proposal #18
Article VI Section 2(B) (2)

Revise Article VI Section 2(B)(2)(d):

(d) If an employee is rescheduled to the operating shift, the employee will be paid in accordance with the applicable portions of the contract for his new schedule and have the opportunity to earn at least as much as the employee would have on the original schedule for that week. If the difference between the old schedule and the rescheduled work week is less than eight (8) hours, the employee **shall be paid for those hours.** ~~can:~~

~~(i) choose not to work and not be paid for those hours.~~

~~This will not be counted against the employee's attendance record.~~

~~_____ (ii) work the number of hours the employee was shorted.~~

Union Proposal #19 Article VI Section 4

Revise Article VI Section 4(B), 4(c) (3), 4(c), and 4(k).

Article VI

Section 4—Overtime Hours

(B) ...After such period, and upon completion of the work, the employee shall have an ~~eight (8)~~ **ten (10)**-hour rest period.

...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)~~ **ten (10)** hours of rest, he shall continue to be paid double time for all hours worked until he shall have had ~~eight (8)~~ **ten (10)** consecutive hours of rest.

(C) (1)...but has not been off duty for at least ~~eight (8)~~ **ten (10)** consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed a ~~eight (8)~~ **ten (10)**-hour rest period upon completion of the work.

(3) When management determines to fill a Troublemaker schedule and provides at least twenty-four (24) hours notice, at management's option the employee working the schedule may be required to receive ~~eight (8)~~ **ten (10)** hours of rest in the fifteen (15) hours immediately preceding the beginning of the employee's regular schedule before reporting for the overtime assignment. If receiving the ~~eight (8)~~ **ten (10)** hour rest prior to reporting to work would prevent the employee from working the full shift, management may hold over an on-duty employee or offer a block of overtime to another employee, using the call-out list, to cover part of the schedule while the employee assigned to the schedule is not at work.

Union Proposal #19
Article VI Section 4

Article VI

K) When working twelve (12) hour shifts, 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)~~ **ten (10)** consecutive hours during the fifteen (15) hours immediately preceding the beginning of his regular scheduled work period, he shall be allowed an ~~(8)~~ **ten (10)** 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)~~ **ten (10)** 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 (1-1/2) times his regular, hourly rate for all hours worked until he shall have had ~~eight (8)~~ **ten (10)** consecutive hours of rest.

**Union Proposal #20
Article VI Section 4(M)**

Change language to read as follows:

Article VI, Section 4(M)

For locations on twelve (12) hour shifts, ~~S~~cheduled days off are broken into twenty-four (24) hour periods. Employees working greater than forty (40) regular hours, or greater than thirty-six (36) regular hours for those weeks where the employee is scheduled for less than forty (40) regular hours, but less than or equal to sixty (60) hours per workweek, the employee will be paid at an overtime rate of one and one half (1.5x) times their regular rate of pay. Employees working greater than sixty (60) hours per workweek will be paid at double (2x) their regular rate of pay. 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).

Union Proposal #21
Article VI Section 5 (A)(1)(2) New

Section 5 -- Call-Outs

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

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

Union Proposal #22
Article VI Section 5 (D) (F)

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

(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.

(F) When the Company determines the need for Company resources to respond to emergent call-outs in Transmission Line Maintenance, the Company shall call the affected Maintenance area overtime call-out list ~~one (1)~~ **two (2)** times, exhausting all telephone numbers, not to exceed three (3), provided by each employee, where the service restoration is needed. If sufficient employees do not respond to the call-out from the affected Maintenance area overtime call-out list, the Company shall utilize the overtime call-out list from a neighboring

Union Proposal #22
Article VI Section 5 (D) (F)

Maintenance area and the nearest construction crew, provided the crew is working in the area. If sufficient employees still do not respond to the call-out, then the Company, at its discretion, may utilize other available resources to restore service.

Union Proposal #23
Article VI Section 5 (E)

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

Union Proposal #24
Article VI Section 6 (B) (1) (2) New

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

(B) **(1)** When an employee is temporarily assigned to a higher classification for several consecutive days, he will assume the overtime of the high man in the higher classification at his location as of the date of transfer. When he returns to his regular classification, the overtime including red time he made while assigned to the higher classification will be added to the record of his overtime in his regular classification. This provision shall also apply to temporary and contingent assignments to levels parallel to or higher than an employee’s regular assignment as well as temporary and contingent assignments to higher levels. The supervisor of the employee’s regular assignment is designated to obtain the overtime data from the contingent or temporary assignment headquarters.

(2) When an employee in the line department is upgraded to a non-bargaining unit position and seniority is not used to offer the upgrade assignment, any overtime made while working in the upgraded position will not be reflected in COORS.

Union Proposal #25
Article VI Section 6 (C)

(C) (1) ~~In departments other than the Line Department in Distribution, a~~ **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.

~~(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. Red time will be counted for an employee who turns down such an assignment.~~

Union Proposal #26
Article VI Section 7 (C) New

Section 7 -- Stand-by and On-call Time

(C) In the Line Department, when employees are held over for emergent work, such as storm trouble, credit will be given for accepting a call to the employees who were held over provided additional resources were called in.

Union Proposal #27
Article VII Section 2 (D)(7)

~~(7) — It is understood that qualified Groundman should be looking to progress, and should be bidding on positions that are within the required driving distance to the headquarters of the Groundman's residence.~~

Union Proposal #28
Article VII Section 7 (J)

(J) For all meals earned under the provisions of this contract and not provided directly by the Company, the employee will receive ~~\$14.10~~ **\$16.23** on the next regular paycheck. Reasonable effort will be made to provide the earned meal(s) to the employee upon request. For all meal allowances earned, management, at its option, may provide a meal or pay the meal allowance.

Union Proposal #29
Article VII Section 10 (D) (1) (2) New

(D) **(1)** The Company shall furnish ~~five (5)~~ **ten (10)** Fire Retardant (FR) shirts to new employees in the Line Department. ~~Three (3)~~ **Seven (7)** replacement FR shirts will be furnished to Line Department employees by the Company each year. Any shirts damaged during the year, in the normal course of business, shall be replaced.

(2) The Company shall furnish 10 FR pants to new employees in the Line Department. Seven (7) replacement FR pants will be furnished to Line Department employees by the Company each year. Any pants damaged during the year, in the normal course of business, shall be replaced.

Note for MOC : There will be multiple choices (styles and colors) of pants and shirts to choose from. Pants shall include blue denim. All clothing shall be made in the United States and include company and union logos.

Union Proposal #30

Article X Section 3

Section 3

A shift differential will be applicable to employees in classifications designated as Shift in Exhibit "A," certain specified Scheduled classifications, and to employees who temporarily relieve in such classifications. In the application of this paragraph, employees shall receive a shift differential of ~~seventy cents (70¢)~~ per hour for all regular or overtime hours worked between 4:00 p.m. and 12:00-midnight. **8:00 AM** Employees shall receive a shift differential of ninety cents ~~of~~ ~~(90¢)~~ **one dollar and fifty cents (\$1.50)** per hour for all regular or overtime hours worked, between 12:00-midnight and 8:00 a.m. **Shift differential shall be adjusted annually simultaneously with each percentage increase applied to the wage rates designated in Exhibit "A".** Shift differential shall not be paid for any time not worked.. ~~Shift differential shall not apply to twelve (12) hour shifts.~~

Union Proposal #31
Article X Section 4

ARTICLE X

Section 4

(A) The Company will pay the amount of ~~Twenty Dollars (\$20.00)~~ **Fifty dollars (\$50.00)** for each day worked by a regular employee on the Distribution Traveling Crew, the Transmission (including Substation Construction & Maintenance) Traveling Crew, and to those employees in Fleet Services who regularly travel throughout the Company. This ~~Twenty Dollar (\$20.00)~~ **Fifty dollars (\$50.00)** payment will be paid to Distribution Travel Crews, Transmission Travel Crews, and Fleet Services employees for days worked when they are required to show up within a fifty (50) miles ~~radius~~ from their headquarters or if they have no assigned headquarters from their legal residences. In addition, the Company will pay the amount of ~~Ninety-three Dollars (\$93.00)~~ **General Service Administration (GSA) rate** to the above employees for each day worked at a work location that is outside a fifty (50) miles or more ~~radius~~ from their headquarters or if they have no assigned headquarters from their legal residence. However, this payment of ~~Ninety-three Dollars (\$93.00)~~ per diem must comply with all applicable IRS regulations and guidelines.

(B) The Company will pay the amount of ~~Twenty Dollars (\$20.00)~~ **Fifty dollars (\$50.00)** for each day worked by a regular employee on the System Maintenance Crew (SMC) when working at their home plant. In addition, the Company will pay the amount of ~~Ninety-three Dollars (\$93.00)~~ **General Service Administration (GSA) rate** to each of these employees for each day worked at a work location other than their home plant. This payment of ~~Ninety-three Dollars (\$93.00)~~ per diem must comply with all applicable IRS regulations and guidelines. For the System Maintenance Crew, their home plant (Anclote, Bartow, Crystal River or Suwannee) will be the one closest to their legal residence.

(C) The Company will pay the amount of ~~Twenty Dollars (\$20.00)~~ **Fifty dollars (\$50.00)** for each day worked by a regular employee on the Gas Turbine Crew, the CT Jet Mechanic Crew and the traveling CTT/CTMO Crew (CT Maintenance Services Employees) for days worked when they are required to show up within a fifty (50) miles ~~radius~~ from their legal residences. In addition, the Company will pay the amount of ~~Ninety-three Dollars (\$93.00)~~ **General Service Administration (GSA) rate** to each of these employees for each day worked at a

Union Proposal #31 Article X Section 4

work location that is outside a fifty (50) miles ~~or more radius from~~ of their legal residence. This payment of ~~Ninety-three Dollars (\$93.00)~~ per diem must comply with all applicable IRS regulations and guidelines.

(D) Casual or Temporary employees in the Production Department will receive ~~Sixty-five Dollars (\$65.00)~~ **Eighty dollars (\$80.00)** for each day worked when assigned to work at facilities outside a fifty (50) miles ~~or more radius from~~ of their legal residence.

(E) For the purpose of establishing the “50 mile” standard, MapQuest will be used.

**Union Proposal #32
Certification of Lineman Apprentice**

The Lineman Apprentice Program shall be recognized and accredited by the I.B.E.W.

**Union Proposal #33
Crystal River Clean Air Project**

Incorporate into the Memorandum of Agreement the:

- **Memorandum of Understanding Crystal River #4 and #5 Clean Air Project**
- **Memorandum of Understanding Crystal River “addendum”**
- **Memorandum of Understanding Crystal River “addendum #2”**

Create a new classification “Chief Scrubber Operator”. One Chief Scrubber Operator will be assigned to each shift. Prior to any general wage increase, the pay rate for this classification will be \$1.20 per hour more than the current Scrubber Operator classification pay rate.

Union Proposal #34 Disciplinary Action Policy

In the section titled "Disciplinary Time Off" modify the second paragraph as follows:

Disciplinary time off is normally for a period of five work days or less, although, depending on the circumstances, longer periods may be appropriate. **For the purposes of the disciplinary policy, a day shall be defined as eight (8) hours.** The length of the disciplinary time off should be determined by the seriousness of the incident and the past disciplinary record of the employee. Recommendations for disciplinary time off require two levels of supervisory approval.

Union Proposal #35 Educational Assistance

Remove the per credit hour cap of \$167.00 for bargaining unit members. The maximum annual reimbursement of \$5250.00 will still apply.

Union Proposal #36
Exhibit A

A qualified Lineman Apprentice will receive a 5% premium above top step apprentice.

Union Proposal #37 Exhibit A Chief Operator

Prior to any general wage increase, revise Exhibit A Production Department (Fossil Operations) as follows:

0002	(S)	Chief Control Technician (SM)	35.51	35.93	36.38
0003	(S)	Chief Electrician (SM)			
0080	(SH)	Chief Fuel Equipment Operator			
0197	(SH)	Chief Operator			
0904	(S)	Chief Laboratory Technician (SM)			
0971	(S)	Master Mechanic (SM)			
0518	(S)	Turbine Master Mechanic (SM)			

0192	(NS)	Chief Control Technician	35.16	35.58	36.04
0187	(NS)	Chief Electrician			
0080	(SH)	Chief Fuel Equipment Operator			
0191	(NS)	Chief Laboratory Technician			
0197	(SH)	Chief Operator			
0520	(NS)	Master Mechanic			
0524	(NS)	Turbine Master Mechanic			

Union Proposal #38 Exhibit A Reactor Operator Premium

Prior to any general wage increase, revise Exhibit A Production Department (Nuclear Operations) as follows:

0875 (SH) Chief Nuclear Operator (L)	39.87	44.25	40.45	44.83	41.14	45.49
0876 (SH) Nuclear Operator (L)					38.76	43.14

(L) = License required. ~~Upon receipt of RO License, a \$4.38/hour premium will be added to the base wage. Upon receipt of SRO License, a \$4.56/hour premium will be added to the base wage. In addition, these premiums will be increased by the percentage wage increase for each year of the Memorandum of Agreement.~~

Union Proposal #39
Exhibit B 11.4

Revise Exhibit B 11.4 as follows:

11.4(A) When the exceptions to the posted schedules listed in 11.1 (A) & (B) are entered, non-operating employees may be scheduled to work either one (1) or two (2) ten (10)-hour extended shifts exclusive of meal time. The regular starting time of the first shift will be between 6 a.m. and 8 a.m., and the second shift will be between 4:30 p.m. and 7:00 p.m.. For curtailments involving reduced power, Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. Additionally, employees may also be scheduled for one (1) or two (2) twelve (12) hour extended shifts for a minimum of five (5) or more consecutive workdays. The regular start time of the first shift will be between 6:00 a.m. and 8 a.m. and the second shift will be 6:00 p.m. and 8 p.m. For curtailments involving reduced power, Management will determine the number and classification of employees assigned. If overtime is involved, assignment will be based on the overtime list, otherwise seniority will be used. Days off shall be consecutive.

(B) Employees shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Pre-arranged overtime will be scheduled on off-schedule days. Seniority will be respected in the assignment of off schedule days.

(C) There shall be no shift rotation for refuel outages expected to last forty-five (45) days or less. If the outage is extended due to unforeseen conditions, then a shift rotation will occur as specified in the following paragraphs. Employees on night shift for a CR3 refueling outage will be scheduled for day shift on the subsequent CR3 refueling outage. Employees may opt to stay on the night shift during subsequent outages in accordance with Article VI, Section 9.

Union Proposal #39
Exhibit B 11.4

(D) For refuel outages expected to last more than forty-five (45), but less than ninety (90) days, the shift rotation will occur only once during the outage. Rotation should occur at or about the projected midpoint of the outage (i.e. 80-day outage – Rotation to occur at approximately the 40th day, unless mutually agreed to otherwise). Employees may opt to stay on the backshift in accordance with Article VI, Section 9.

(E) For refuel outages expected to last more than ninety (90) days, shift rotations shall occur every thirty (30) days, **except those opting to stay on the back shift in accordance with Article VI, Section 9.** Should the schedule indicate the plant start up or critical elements to power ascension will occur during a rotation of the shifts, the shifts will be rotated prior to reaching that point in the schedule. ~~Employees may opt to stay on the backshift in accordance with Article VI, Section 9.~~

(F) Accommodations for rolling on to and off the outage schedule will be governed by existing overtime and rest time rules.

(E) For the purpose of calculating the outage length of days for rotating shifts, the clock shall start when the employees were placed on the outage schedule and will end upon commencement of plant start up.

Union Proposal #40 Exhibit B 12.4

For housekeeping, revise Exhibit B 12.4 as follows (no change in actual language):

12.4 (A) For planned refuel outages, a super shift schedule (i.e., combining the affected employees into a night crew and a day crew), may be implemented. Employees will be given the opportunity to work the maximum number of hours per workweek, limited by the applicable NRC regulations. This will be accomplished by establishing a schedule where each employee shall work the same regularly scheduled days each week and have the same regularly scheduled days off each week. Days off shall be consecutive. Pre-arranged overtime will be scheduled on off schedule days. Principal Operations outage duty positions will be taken into account when assigning shifts. For all other positions, seniority will be respected in the assignment of the day shift and the night shift. Seniority will be respected in the assignment of off schedule days. When the scheduled work load for a given period falls below the available manpower, scheduled overtime may be reduced using the overtime list.

(B) There shall be no shift rotation for refuel outages expected to last forty-five (45) days or less. If the outage is extended due to unforeseen conditions, then a shift rotation will occur as specified in the following paragraphs.

(C) For refuel outages expected to last more than forty-five (45), but less than ninety (90) days, the shift rotation will occur only once during the outage. Rotation should occur at or about the projected midpoint of the outage (i.e. 80-day outage – Rotation to occur at approximately the 40th day, unless mutually agreed to otherwise). Employees may opt to stay on the

Union Proposal #40
Exhibit B 12.4

backshift in accordance with Article VI, Section 9, with the exception of Principal Operations outage duty positions.

(D) For refuel outages expected to last more than ninety (90) days, shift rotations shall occur every thirty (30) days. Should the schedule indicate the plant start up or critical elements to power ascension will occur during a rotation of the shifts, the shifts will be rotated prior to reaching that point in the schedule. Employees may opt to stay on the backshift in accordance with Article VI, Section 9, with the exception of Principal Operations outage duty positions.

(E) Accommodations for rolling on to and off the outage schedule will be governed by existing overtime and rest time rules.

(F) For the purpose of calculating the outage length of days for rotating shifts, the clock shall start when the employees were placed on the super shift schedule and will end upon commencement of plant start up.

Union Proposal #41
Exhibit E
9.3.6

There shall be a minimum of three (3) qualified dispatchers on duty at all times

Generation

Interchange

Transmission

Vacancies will be offered to respective classifications using callout procedures or utilizing the Dispatcher on their maintenance week if available.

An Associate Dispatcher may be upgraded, if qualified for the desk , only after exhausting the callout list.

Union Proposal #42
Bidding to/from HEC and FPC
Article III Section 7(H)

If no application is received from an employee qualified to fill the job or vacancy during the posting period, **the Company shall post for bid, the open position for the employees, under the agreement between the Union and the Company, at the Hines Energy Complex at the expiration of that posting procedure.** The Company shall **then** have the right to fill the job from any available source within a period of one hundred and twenty (120) days after the expiration of the posting period, at which time the Company will notify the Local Unions of the name of the person selected to fill the job permanently. If the job is not filled in the above manner, it will then be reposted.

**Union Proposal #43
Exhibit A**

Add bargaining unit planner positions to the production department.

The two parties need to sit down and re-number the book.