

Memorandum of Understanding

Meter Reader and Meter Data Collector

AMI Transition Retention Incentive Plan (TRIP)

This Memorandum of Understanding ("MOU") is agreed to between Duke Energy Florida ("Company") and the IBEW System Council U-8 ("Union"). The purpose of this MOU is to implement a retention plan for employees in the classifications of Meter Reader and Meter Data Collector during the AMI deployment.

- 1) This MOU covers all regular and temporary employees holding the classification of Meter Reader or Meter Data Collector ("eligible employees") as of April 1, 2019, and all regular and temporary employees hired into those classifications after April 1, 2019 until such time management determines the AMI deployment is completed (the "Completion Date"). Eligible employees may be considered by the Company for retention benefits set out in the Duke Energy Florida AMI Transition Retention Plan ("Plan"). These retention benefits are available under the terms of this MOU and the Plan. Employees hired after the Completion Date will not be eligible for this Plan.
- 2) Eligible employees selected for participation will receive a participation letter that they must acknowledge and agree to the terms to be able to participate in the Plan. Eligible employees who receive and sign a participation letter are referred to as "Participants."
- 3) If a Participant remains continuously employed until the Completion Date in accordance with the Plan terms, the Participant will receive a retention bonus payment based on his or her Months of Service with the Company as follows:
 - Less than 6 full Months of Service - \$1000
 - At least 6 but less than 12 full Months of Service - \$2000
 - At least 12 but less than 24 full Months of Service - \$3000
 - 24 or more full months of service - \$4,000

- 4) For purposes of this MOU, "Months of Service" means, for a Participant, the number of full calendar months of service with the Company from the Participant's original hire date with the Company through the Completion Date. The Company shall determine Months of Service based on its personnel records and using such methodology, consistently applied, as it may adopt in its discretion. Temporary employees will have their Months of Service be cumulative from first date of hire as a temporary employee in one of the eligible classifications.
- 5) Any Participant, whether a regular or temporary employee, who is terminated for Cause (as defined in the Plan) or voluntarily resigns prior to the Completion Date will not be eligible for the retention bonus payment under the Plan. A Participant whose employment is terminated due to the Participant's death or disability or by action of the Company without Cause (including for a temporary employee a reduction in work, which shall not include the one-day break in service required by the MOA) will fully vest in the retention bonus under the Plan (based on Months of Service through the date of termination), subject to the terms of the Plan. Temporary employees may be transferred to another headquarters at management's discretion and this shall not constitute a termination of employment for purposes of the Plan.
- 6) Regular employees whose jobs are abolished due to a reduction in force may exercise their rights in Article III, Section 8(A) to either roll another regular employee, take layoff with seniority or layoff with severance. In accordance with Article III, Section 8(B), Regular employees may be offered the opportunity to replace Temporary employees as protection against layoff.
- 7) Regular employees who are laid off and receive a severance payment under Article III, Section 8(A)(1) of the MOA or through any other agreed upon severance opportunity, shall be eligible to receive either the retention bonus described herein or the severance payments, whichever provides the greater amount of gross payments, but not both.

For the Company

For the Union

SCC [Signature] 4/24/19

Date

[Signature] 4-24-19

Date