

Operational Model

The Company proposes to implement the CCO/CTT staffing model at the Hines Energy Complex, aligning the stations across FHOE to provide a consistent and cost-effective operational model.

1. The new model will consist of two separate line of progressions, one for Operations and one for Maintenance. The line of progression for Operations will be the Combined Cycle Operator and the line of progression for Maintenance will be the Combustion Turbine Technician. Management will determine the number of positions assigned to Operations and Maintenance.
2. Upon transition to the new model, all current HEC employees will be offered, by seniority, the option to move into Maintenance. All remaining employees will be assigned to Operations and reclassified accordingly. The assignments to Operations and Maintenance are indefinite. Employees may only move from Operations to Maintenance and vice versa when a vacancy is posted by management to fill. As such, Article III, Section 4 – Work Assignment Rotation will be eliminated.
3. Employees assigned to Operations will be reclassified as either a Combined Cycle Operator (CCO) or Combined Cycle Operator Trainee (CCO-T), dependent upon their current skill-level. CCO-Ts will be required to complete the necessary training to qualify as a CCO. All future vacancies posted in Operations will be posted as CCO and/or CCO-T positions.
4. Employees assigned to Maintenance will be reclassified to a Combustion Turbine Technician (CTT) I, II or III, dependent upon their current skill-level. Management will designate each position with a primary journeyman skill. All future vacancies posted in Maintenance will be posted as CTT (Trainee, I, II or III) positions with primary skill determined by management. CTT-Trainees, CTT-Is and CTT-IIs will be required to progress to the CTT-III level.
5. Employees whose wages are higher than the CCO or CTT position to which they are reclassified will retain their current rate of pay as stated below.
 - a. In the event an employee working in Operations has not yet qualified as a Journeyman Operator, he/she shall be grandfathered into the CCO-T classification for purposes of meeting the minimum qualifications.

Qualification in Operations shall be the priority in his/her training progression.

- b. Any current GPS B who is reclassified to a CCO-T will retain their current rate of pay, subject to future GWIs, until such time they qualify and are reclassified to a CCO position.
 - c. Any current GPS 1, GPS 2 or GPS who is reclassified to a CCO-T and/or CCO position shall be grandfathered into their current wage rate for the duration of their employment in the respective classification at HEC, subject to future GWIs.
 - d. Any current GPS 2 or GPS 3 who is reclassified to a CTT III position shall be grandfathered into their current wage rate for the duration of their employment in the CTT or CCO classification at HEC, subject to future GWIs.
6. It is understood that all employees may be required to perform any work they are qualified to perform. This shall include duties associated with previously held classifications for which the employees have been grandfathered in their wage rates and duties for which they have been trained. There shall be no upgrade paid to employees for performing this work, whether on straight-time or overtime.
- a. For example, if there is a vacancy for a CCO position for any reason, a CCO-T may be asked to fill the vacancy, however, (s)he will only be asked to perform work for which they are qualified without upgrade.
 - b. While progressing through the CTT Development Program, CTTs (Trainee, I, II and IIIs) will be required to perform any tasks they have been signed off on and qualified to perform.

Call-outs

- 1. Management will determine the skill (operations, mechanical, electrical or I&C) and expertise level (journeyman or progression) needed for a callout.
- 2. Call-outs will be offered to the person with the required skills or qualifications per the call-out list.
- 3. Skills lists will be established and updated on an ongoing basis as employees achieve additional journeyman and/or progression skills. These lists will be made available for all employees to reference.

Posting & Rolling

1. CTT positions will be posted by specific classification (i.e., CTT-Trainee, CTT-I, CTT-II or CTT-III) and with a designated journeyman skill, as determined by management.
2. In the event of a reduction in force, management may abolish CTT positions based upon primary journeyman skill and specific classification (i.e., CTT-Trainee, I, II or III). Employees may only roll into the same or lower classification, unless they have previously held the higher classification. Employees may only roll into a CTT position if they hold the journeyman skill identified as the position's primary skill.
3. A CTT may roll a CCO, provided the employee is fully qualified to hold the CCO position at the time of the roll. A CCO may roll a CTT, provided the employee is qualified at the classification level (CTT-Trainee, I, II or III) and holds the designated journeyman skill of the position to which they are rolling.

Updates to MOA

1. All provisions of the contract, including Exhibits will be updated to reflect new job classifications.
2. Exhibit A will be updated with the new job classifications and wage rates, as well as single-skill positions and entry-level apprentice positions as follows:

Operations:

- Combined Cycle Operator
- Combined Cycle Operator Trainee
- Combined Cycle Operator Apprentice
- Work Control Operator

Maintenance:

- Combustion Turbine Technician I*
- Combustion Turbine Technician II*
- Combustion Turbine Technician III*
- Combustion Turbine Technician Trainee*

**Primary skill designations: Electrician, I&C Tech, Mechanic, Certified Welder Mechanic or Operator*

- I&C Technician and I&C Technician Apprentice
- Electrician and Electrician Apprentice

- Mechanic and Mechanic Apprentice
- Certified Welder Mechanic
- Laborer

3. Exhibit D will be updated to reflect the FHO Development Program.

Note to MOC:

The Union shall discontinue the following grievances: Loenichen 19-15-0029 and Sims 19-15-0030.

Vacation Approval

The Company proposes to revise Article V, Section 5 and move under Section 2 as follows:

Section 2 - Vacation Approval

- (A) It is understood and agreed that vacations shall be so arranged as to be mutually convenient to both the employee and the Company. In arranging vacations, seniority will be given preference. Employees may take their vacations in weekly periods of seven (7) consecutive days. Consecutive weeks are considered as one vacation period for scheduling preference. Vacations of less than one (1) week may be approved by the supervisor. A vacation schedule for the following calendar year shall be established no later than December 15. Employees, who have not indicated their vacation preferences by December 1, shall be given preference for available vacation periods on a first come basis. It is understood and agreed that vacation periods may be changed by mutual consent between the employee and the Company at any time. Prior to December 1, employees may indicate their vacation choices in numerical order of preference by writing the appropriate numerals in the designated blocks for each vacation period; i.e., #1 for first choice, #2 for second choice, etc. First choice selections are determined solely by seniority. Subsequent choices are determined by numerical order; seniority will prevail in the event of identical numeral choices for the same period. Vacations can be taken any time between January 1 and December 31.
- (B) For employees working rotating shifts who have expressed a vacation preference by December 1 for the following year, management will approve up to 20% of employees who are scheduled during a 24-hour period. For employees working non-rotating shifts who have expressed a vacation preference by December 1 for the following year, management will approve up to 33% of the employees who are scheduled during a 24-hour period. Additional requests made pursuant to this paragraph may be granted by Management based on business conditions.
- (C) For the purposes of vacation scheduling the Company shall recognize "Blue Days" as mutually agreed to and defined in the Hines Energy Complex Callout and Overtime Procedure.
- (D) Upon mutual agreement, in the event a selected annual vacation period becomes available after the original vacation schedule is posted, the

senior employee(s) who had previously submitted their vacation selection(s) for that specific vacation time period will be given the opportunity to assume the available vacation period.

~~Section 5 - Vacation and Staffing Requirements~~

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

Vacation Borrowing

The Company proposes to align the Hines contract with the rest of the FL SCU-8 bargaining unit, as well as the Company, by eliminating the ability to borrow vacation as provided in Article V, Section 6 as follows:

~~Section 6 – Vacation Borrowing~~

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

Schedules of Work

The Company proposes to revise Article VI, Section 2 to provide greater flexibility in scheduling options as follows:

Section 2 - Work Week/ Schedules of Work

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

- (A) ~~Eight (8) hours shifts will consist of five (5) consecutive days out of each seven (7) day calendar week.~~
- (B) ~~Ten (10) hour shifts will consist of four (4) consecutive days out of each seven (7) day calendar week.~~
- (C) ~~Twelve (12) hour shifts will consist of seven (7) consecutive days out of each fourteen (14) day period. For pay purposes, the seven (7) days can fall back to back in separate weeks within the same pay period.~~
- (D) ~~No change with regard to the consecutive work days set out in (A), (B), and (C) in this section will be allowed without a two-thirds (2/3) majority approval of the affected work group.~~
- (E) ~~Notwithstanding anything in paragraphs (A) through (D) above, Management may, for purposes of training for two (2) weeks or more, assign the employees to a 5X8 or 4X10 shift of consecutive days between the hours of 5 a.m. and 6 p.m. This re-assignment will require at least four (4) weeks' notice. If the employee works less than he would have worked on the employee's regular schedule, the employee may choose not to work and not be paid for those additional hours or may work the hours at a mutually agreeable time within two (2) pay periods.~~
- (F) ~~GPS employees on the Maintenance assignment shall be scheduled on a 4-10s schedule Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m., on a schedule to be to be established by Management. This work schedule will be established prior to the commencement of the shift personnel selections in Article III, Section 4 to take effect the first full pay period after January 1 of the following year. Seniority will be honored in the assignment of schedule. Any changes to these schedules must be mutually agreeable to both the Company and the Union. During planned outages, Management will offer employees in the Maintenance assignment extended work hours (e.g. 5X12 or 6X12) of consecutive~~

~~days between the hours of 5:00 a.m. and 6:00 p.m. Monday through Sunday and outside of planned outages, Management may offer the same extended hours including a 4X12 schedule.~~

- (G) ~~When GPSs are working the Maintenance assignment, they may be reassigned to regular shifts as required. Reassignment to the day shift at straight time may be made without notice. Reassignment to the operating shift that encompasses the night shift week will only be done for periods of four calendar weeks or more. Such reassignment to the night shift will be at overtime rates for all work included on the first 10 or 12-hour shift worked unless fourteen (14) days' notice is given. All normally scheduled hours that are missed due to the change of schedule shall be paid at the normal rate of pay.~~
- (1) ~~If an employee is reassigned, the employee will earn at least as much as the employee would have earned on the original schedule for that week. If the difference between the old schedule and the reassignment is four (4) hours or less the employee shall be made whole.~~
- (H) ~~Any shift reassignment from the maintenance/training/project/relief shift assignment shall only occur once per GPS per shift rotation, unless the GPS agrees to additional assignment. Additionally, all shift reassignments from the maintenance/training/project/relief shift shall be rotated equally between the GPS's assigned to the maintenance/training/project/relief shift.~~

(A) Maintenance Employees:

- (1) Employees shall be scheduled 5-8s, exclusive of meal time, per workweek between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday or 4-10s, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday, or a combination of 5-8s and 4-10s. Seniority shall be respected in the assignment of shifts. Management shall retain the right to keep the journeyman classifications balanced during the workweek. When Maintenance Employees are assigned to Operations their work schedule will be inclusive of the meal time.
- (2) Other schedules may be established for any work that results from a reduction in load capability or other emergent conditions as follows:
- a) Eight (8) hour shifts between the hours of 6:00 a.m. and 6:00 p.m., 3:00 p.m. and 12:00 midnight, and 10:30 p.m. and 7:30 a.m. per day for five (5) consecutive days; or

b) Ten (10) hour shifts per day for four (4) consecutive days, between the hours of 6:00 a.m. and 6:00 p.m. for the first shift and between the hours of 8:00 p.m. through 7:00 a.m. for the second shift.

(3) An employee's schedule may be changed by giving the employee twenty-four (24) hours' notice. An employee shall not be rescheduled more than once in any work week. With less than twenty-four (24) hours' notice the employee shall be paid at premium pay of time and one-half (1½) for the first day of the changed schedule.

(4) Maintenance employees may be reassigned to operations as required. Employees reassigned to a day-shift operations schedule may be made without notice. Employees reassigned to a night shift operations schedule shall be at premium pay of time and one-half (1½) unless twenty-four (24) hours' notice is given. With less than twenty-four (24) hours' notice the employee shall be paid at premium pay of time and one-half (1 ½) for the first day of the changed schedule.

a) If an employee is moved to a day-shift operations schedule with hours of work less than the employee's original schedule the employee shall have the option of working or not working the equivalent number of hours. If the employee works, the hours are paid at straight time. If the employee does not work, the employee is not paid for those hours.

b) If an employee is moved to a night-shift operations schedule with hours of work less than the employee's original schedule, the employee shall be paid for the difference at straight time pay.

(B) Operations Employees:

(1) Employees assigned to operations shall work an eight (8), ten (10) or twelve (12) hour rotating shift schedule or combination of such shifts. The initial shift schedule shall be established with operations employees selecting the shift schedule from at least two (2) schedules provided by management. The selected schedule will remain in place on a year to year basis unless a change is requested by either party no later than November 1 of the year prior to the requested change. In such cases, management will provide two (2) schedules for employees to choose from for the following year.

- (2) Management shall establish the start and stop times within the schedule.
- (3) An employee's schedule may be changed by giving the employee twenty-four (24) hours' notice. An employee shall not be rescheduled more than once in any work week. With less than twenty-four (24) hours' notice the employee shall be paid at premium pay of time and one-half (1½) for the first day of the changed schedule.
- (4) If an employee is reassigned to another schedule including a maintenance schedule for less hours than the employee's normal schedule for that week, the employee will have the opportunity to earn at least as much as the employee would have earned on the original schedule for that week. This opportunity shall be accomplished at the employee's option by choosing either a) or b) below.
 - a) Choose not to work and not be paid for those hours. This will not be counted against the employee's attendance record.
 - b) Work the number of hours the employee was shorted. If management is unable to provide the make-up hours, the employee will be paid for the missed hours.

Storekeeper Work Schedules

The Company proposes to revise Article VI, Section 2(I) as follows:

- (A) Notwithstanding anything in Section 2 above, Storekeepers shall work ~~alternating weeks of five (5) eight hour days, 7am-3pm, inclusive of lunches, and four (4) ten hour days, 7am-5pm, inclusive of lunches either 5-8s or 4-10s, exclusive of meal time, at Management's option. Schedule shall be Monday through Saturday, between the hours of 6:00 a.m. to 9:00 p.m.~~
- (1) During plant outages that are scheduled to last more than five (5) days, ~~one (1) the~~ Storekeeper(s) may be scheduled in accordance with the work schedule of the facility. ~~assigned an additional outage schedule rotation of five (5) eight hour days, Monday through Friday, inclusive of mealtime, and four (4) ten hour days, Monday through Friday, inclusive of mealtime, within the hours of 10am-10pm.~~ Seniority will be respected in the assignment.
 - ~~(2) The start time for the Storekeeper working the additional outage schedule rotation in the above section will be established no later than seven (7) days prior to starting the rotation. This start time will continue for the duration of the outage schedule rotation. Any change to the start time for the Storekeeper will be at the applicable overtime rates unless seven (7) days notice is given or the change was mutually agreed to by the Storekeeper and Management.~~
 - (3) Employees will be eligible for a A Shift differential as stated in Article XI, Section 4 of seventy (\$.70) per hour shall be paid for all hours worked between ~~4:00~~ 6:00 p.m. and ~~10:00~~ 6:00 a.m. ~~p.m.~~ during the above outage schedule.
 - (4) Hours staffed at Tiger Bay by Storekeepers will be determined by Management.

Double Time & Overtime Rate Letter

The Company proposes to revise the language in Article VI, Section 4 pertaining to earning double time and not extend the Overtime Rate Letter in the MOA that establishes the blended 1.7 rate for overtime hours.

Section 4 - Scheduled Days Off

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

Trading Work Periods

The Company proposes to revise Article VIII, Section 3 as follows:

Section 3 - Trading Work Periods

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

Trading Work Periods

The Company proposes to revise Article VIII, Section 3 as follows:

Section 3 - Trading Work Periods

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

Resource Sharing

The Company proposes to include HEC in the FHOE Resource Sharing by revising Article VIII, Section 10 as follows:

Section 10 - ~~System Maintenance Crew~~ Resource Sharing

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

- (A) Management retains the right to supplement the HEC workforce with craft employees from other Duke Energy organizations. Such employees will be covered by the terms and conditions applicable to them at their regular location.
- (B) Management may assign HEC employees to work at another location other than the HEC (resource sharing), as follows.
 - (1) Management will determine the makeup of the core work group for each resource sharing project or assignment, identifying each classification and number of regular employees needed in each classification. HEC employees may be assigned to work with employees from other plants, the System Maintenance Crew, the CT jet crew, the seasonal workforce, and/or other Duke Energy shared resources.
 - (2) The duration of the resource sharing project or assignment and the anticipated scope of work for the identified project or assignment, will be estimated by management prior to work commencement. Absent the unanticipated expansion of the scope of work, the planned project or assignment will not be changed.
 - (3) All HEC employees who are available, as determined by management, will be offered by the current overtime list, by shift, the opportunity to become part of the core work group.
 - (4) For resource sharing assignments, employees will be placed at the bottom of the callout list for the location where they are assigned for

the duration of the assignment. Resource sharing assignments will not be changed to accommodate upgrades or overtime distribution thereafter.

- (5) Employees traveling to locations other than their normal headquarters will be paid time and mileage in accordance with the IBEW SCU-8 Travel and Work Expense Policy.
- (6) Supplemental Labor for a Contracted Entity Performing Work for Duke Energy – Management, at its discretion, may assign HEC employees to work as supplemental labor under the direction of a contracted entity which has been contracted to perform work for Duke Energy. These assignments will be voluntary and offered by seniority. When performing such work, they will at all times continue to be employees of Duke Energy and not the contracted entity, and they will work under the terms and conditions of the MOA, except that scheduling and days off will be established by the contracted entity. When working as supplemental labor for a contracted entity, performing work which would not otherwise be considered work performed by bargaining unit employees on a regular and continuous basis, this provision shall not be construed to mean that this work would be considered bargaining unit work either now or in the future.

Storekeepers

The Company proposes to eliminate Exhibit B and add new paragraph H to Article VI, Section 3 to read as follows:

- (H) Storekeepers will pull parts needed during their regularly scheduled work hours. GPSs will be permitted to retrieve items (following procedures established by the Company) from the storeroom after hours for which no Storekeeper is scheduled, including weekends and holidays, or emergency situations. At management's option, GPSs may be called out to cover a Storekeepers position at the GPS applicable rate of pay during the Storekeeper's normal work hours.

The Company proposes to add the following language to new Section 6 under Article III.

When a GPS becomes permanently unable to perform the duties of his job classification due to sickness or injury (excluding alcohol or drug related illnesses), he will be eligible for any vacancy in the HEC Storekeeper position with no reduction in pay. The pay rate for the GPS shall not be subject to any general wage increase until such time as the regular rate for the HEC Storekeeper reaches or exceeds the pay rate of the GPS.

The Company proposes to revise Exhibit C language and roll the Project provisions into the body of the contract under new Article VIII, Section 11 as follows:

EXHIBIT "C"

Section 11 – Project Assignments

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

- 1) When possible, the scope of project(s), duration of work, schedule (including time off), and ~~GPS(s)~~ resource(s) needed **(including skills, qualifications and/or experience)** will be provided approximately five (5) weeks prior to the start of the project(s).
- 2) Management will determine the anticipated number of ~~GPS(s)~~ **employees** needed for each project, **and the number of employees available from each shift or the maintenance shop established under this Exhibit C.** The ~~GPS~~ positions will be staffed via the callout process **using the overtime list, per shift or the maintenance shop,** to attain the necessary **qualified employees** ~~GPS volunteers~~.

The following process will be used:

- A. Approximately four (4) weeks prior to the start of the project(s), a callout will be performed to staff the position(s) that are needed for the project(s). The ~~Exhibit C project~~ callout will be completed no later than 1 week after notification of the ~~Exhibit C~~ project. ~~Notification by phone and text will occur on day 1 and the callout will be done on day 7.~~
- ~~B. If not enough GPS(s) accept the callout for the required position(s), Management may direct the call out to be forcibly filled.~~
- C. The timeline reference in Section 2(A) above may not be followed for emergent work as determined by Management. In such cases, Management will proceed to staff the project(s) as expeditiously as reasonably possible.
- D. If additional position(s) are needed, the project(s) will be staffed by callout, including forces, as determined by Management.

- 3) If not enough **GPS(s) employees voluntarily** accept the callout to fully staff the project(s), Management will determine at its option to:
 - A. Proceed with the project(s) augmenting the existing **GPS(s) employee complement** with SMC, other craft resources, or outside resources, or;
 - B. Force ~~the GPS~~ **qualified employee(s)** to fill the position(s) in order to complete the project(s) work; **If overtime is anticipated, the overtime list will be used to force, per shift or the maintenance shop. If no overtime is anticipated, inverse seniority, per shift or the maintenance shop, will be used,** or;
 - C. Proceed with the project(s) with fewer than the requested **GPS employee(s)**.
- 4) Additional resources may be used to further supplement the staffing for the project as determined by Management.
- 5) No redlines will be assessed for project position(s) for which **an employee GPS(s)** does not accept the callout. Weekly callouts will follow the callout guidelines for red lines.
- 6) **GPS Employee(s)** on project position(s) will be removed from the call out list for the duration of the project, except that any overtime not associated with the project may be offered to any **GPS employee(s)** on a day off after all other **GPS employee(s)** not assigned to a project position have been offered the overtime. ~~An employee GPS on an Exhibit C~~ project will not be eligible for forces. It is the responsibility of the **GPS employee** accepting the **Exhibit C position project assignment** to keep the Callout Overtime list up to date with their current schedule.
- 7) All ~~GPS employee(s)~~ are expected to work all hours accepted or assigned, including all overtime hours, associated with the project, absent extenuating circumstances.
- 8) As ~~an~~ project requires less ~~GPS employee(s)~~, they may be released to return to their normal Work Assignment Rotation, and/or allowed to accept a call out on other ~~Exhibit C~~ **Station** Project that has not started, as identified by Management.
 - A. Vacation requests submitted by **GPS employees** while working on long term projects that have been previously approved will be

honored as submitted if they are released early from the ~~Exhibit C~~ project, without regard to Article V, Section 2(B).

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

The Company proposes to incorporate the agreed upon changes to Exhibit E per the Hines Work Control GPS MOU, signed 7/31/20, and make additional revisions as reflected below:

Exhibit "E"

Work Control Operator GPS

The parties agree to establish a Work Control Center (WCC) function and provide assignment and scheduling options as stated below. Unless specifically addressed below, all other terms and conditions of the Memorandum of Agreement (MOA) shall remain in force and effect.

1. For purposes of establishing the work control assignment for each location, the Company will utilize a qualified ~~GPS or GPS2~~ CCO, CCO-T or a CTT who is a journeyman Operator.
2. The assignment(s), which will work as a WCC function, shall be referred to as "Work Control GPS Operator" (WCO GPS). At the Company's option, ~~a GPS (or GPS2)~~ one or more CCOs, CCO-Ts or CTTs (journeyman Operator) may be offered an assignment to the day shift to perform the WCO GPS assignment. ~~This~~ assignment(s) will be offered by seniority at least two (2) weeks prior to the beginning of the WCC assignment(s). Nothing will prohibit Management from ending the WCO GPS assignment(s) for any reason and returning the WCO GPS back to his/her rotating shift.
3. The duties and tasks of the WCO GPS will be as set out in the Work Control Operator GPS Duty List.
4. The WCO GPS assignment will be paid at the GPS WCO rate of pay, as specified in Exhibit A, for all hours, including holiday, vacation and sick leave.
5. The WCO GPS will be scheduled on a schedule that is separate and apart from the Operations rotating work schedule as follows:
 - a. One ten (10) hour shift Monday through Friday. This will consist of 4x10s or 5x10s or a combination. Start and stop times will be between the hours of 5:00 am and 6:00 pm. If mutually agreed upon, other schedules may be established.
 - b. For planned GMS outages only (including the two (2) weeks before and the two (2) weeks after for prep and clean-up), the WCO GPS may be scheduled to a 12-hour shift, up to a maximum of six (6) twelve (12) hour days per week. Management may assign additional WCOs GPSs, using Exhibit "C". For unplanned outages or other projects requiring WCO GPS

support, Management may offer these same hours to the **WCO GPS** on a voluntary basis.

- c. At the **WCO's GPS's** option, he/she will be offered a work schedule that includes eight (8) hours of pre-arranged overtime, to be worked in each 80-hour pay period, at a mutually agreeable timeframe within the pay period. If the prearranged overtime is scheduled so that it extends a work day, meals will not be earned for this specific prearranged overtime.
6. At Management's option, the **WCO GPS** assignment may be used ~~in conjunction with, or in lieu of, Exhibit "C"~~ to prepare for planned and forced outages, support projects, procedure development, and project support. The **WCO GPS** schedule will follow the schedule in number 5 above.
7. The **WCO GPS** will ~~not~~ be eligible to accept ~~Exhibit "C" projects~~ assignments, if approved by management unless mutually agreeable.
8. Employees assigned to perform **WCO GPS** job duties may be reassigned to the day operating shift to maintain job specific qualifications and/or proficiency. However:
 - a. The **WCO GPS** will not be reassigned from the WCC to fill vacant shifts, unless the **WCO GPS** assignment is ended as set out in paragraph 2 above, or a vacancy exists on the day shift (only) after calling all employees available for call-out. If no employees respond to the call-out, Management will reassign the **WCO GPS**, if business conditions permit, before resorting to forcing an employee.
 - b. In the event the work load is not sufficient for the **WCO GPS** on any given day, as determined by the supervisor, the **WCO GPS** may be assigned other duties consistent with the employee's classification for the duration of the scheduled work of the **WCO GPS**.
 - c. During any abnormal operation of the plant (i.e., start- up/shutdown, trip and/or any other emergency operation/response), the **WCO GPS** may be requested to support the operating shift until the event has concluded.
9. At Management's option, when the **WCO GPS** is not available for any reason to perform his/her **WCO GPS** duties (i.e., vacation, sick leave, training, etc.), Management may elect to assign an available employee GPS from the day shift to perform the duties of the **WCO GPS** for the duration of the absence.
10. If applicable, shift differential will be paid in accordance with Article XI, Section 4.
11. The **WCO GPS** assignment will have its own overtime list. The **WCO GPS** OT hours will not be tracked on the GPS general OT list, however they will be placed at the bottom of the list and only called should no other person GPS accept the call. If the assignment is ended and the individual is returned to shift, ~~hey~~ will be assigned the same OT hours as the person on their shift rotation with

the highest number of hours. They will also be assigned the same number of forces as the person on their shift rotation with the least number of forces.

12. The WCO ~~GPS~~ assignment will have its own master vacation schedule. In general, vacations should not be planned during planned outage periods unless mutually agreeable.
13. Mealtimes will be paid during the WCO ~~GPS~~ assignment in accordance with Article VIII, Section 4.
14. LOTO duties are an Operations function, not solely a WCC function. LOTO duties are performed by all Operations qualified personnel. Nothing will prohibit qualified personnel from performing the associated tasks as assigned on the employees' shifts, including but not limited to "hands on" LOTO duties such as isolation, restoration, and boundary changes, and providing any necessary assistance to the WCO ~~GPS~~.

Note to MOC: The current WC GPS will be reclassified as a WCO and will retain his current rate of pay while remaining in the assignment and for the duration of his employment at HEC.

HEC Callout and Overtime Procedure

The Company proposes to revise the Hines Callout and Overtime Procedure to account for the new operational model and simplify the process.

The revised procedure must at a minimum include the following:

- **Address how overtime is performed for the classifications (CCOs/CTTs) in Operations and Maintenance under the new operating model;**
- **Remove restrictions on when callouts are to be performed; and**
- **Revise the force provisions, including removal of certain exemptions.**

The Company proposes to revise the Stores Support for Main/Hines MOU, signed on 10/16/19, as follows and incorporate into the Hines MOA.

Memorandum of Understanding

Stores Support for Main/Hines

This Memorandum of Understanding (MOU) is agreed to between Duke Energy Florida, LLC (“Company”) and the IBEW System Council U-8 (“Union”). The purpose of this MOU is to allow a Stores employee covered under the Main Memorandum of Agreement (MOA) to provide support to the Stores organization at the Hines Energy Complex (HEC). This MOU modifies Exhibit “B” of the Hines MOA. Unless specifically addressed below, all other terms and conditions of the Main MOA and Hines MOA shall remain in full force and effect.

1. The Company may utilize a Storekeeper I or Itinerant Storekeeper under the Main MOA to provide supplemental support for the HEC Storeroom. There shall be no more than one (1) Storekeeper from the Main MOA utilized at the HEC, at any given time.
 - a. If an Assistant Storekeeper is utilized, he/she will be paid at the Storekeeper I rate of pay.
2. While working at the HEC, the assigned Storekeeper(s) will work within the same scheduled hours as the HEC Storekeeper(s), including during outages.
3. ~~When the assigned support Storekeeper(s) is working at HEC on straight time, there will be a regular HEC Storekeeper (or GPS working as a Storekeeper per HEC contract) working in the storeroom that day. Exceptions may be made for extenuating circumstances if mutually agreed upon by the parties.~~
4. The Storekeeper(s) will be eligible for pre-arranged overtime or holdover, on the same basis as the HEC Storekeepers. However, any available overtime, as determined by management, will be offered to the HEC Storekeepers first.

5. The Storekeeper(s) will not be eligible for callout overtime at the HEC Storeroom as specified in Exhibit "B" of the Hines MOA.
6. For purposes of seniority, the Storekeeper(s) will remain under the Main MOA and continue to accrue Stores Department (12) seniority for all time spent working at the HEC.
7. Except as provided above, the Storekeeper(s) will fall under the terms and conditions of the Main MOA while working at the HEC, which include rates of pay.
8. ~~The Company will post an Itinerant Storekeeper position in the Highlands Ops Center. This position will be available for bid to HEC employees as well as Main Contract employees. In the event any HEC employees bid the position, Company seniority will be used for selection to this position. If a HEC employee is selected, they assume low man on the Stores seniority roster unless they have previously held seniority in the department.~~
9. ~~This MOU will remain in force and effect until March 21, 2021. After this date, and upon mutual agreement, this MOU may be extended and/or incorporated into the Memorandum of Agreement in its current form or as modified by the parties.~~

For the Company

Date: _____

For the Union

Date: _____

Housekeeping Items

The Company proposes to make the following changes to the Hines Energy Complex MOA as general cleanup. Additionally, two changes are proposed to align with changes agreed to and implemented under the Main MOA.

Revise Article II, Section 9 as follows:

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

Revise Article V, Section 4 – Vacation Pay upon Termination as follows:

~~Effective through December 1, 2019:~~

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

~~Effective on and after December 2, 2019:~~

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

Revise Article X, Section 2 as follows:

Section 2 - Grievance Procedure

- (A) If any disagreement or dispute arises between the parties hereto, as to the meaning or interpretation of the terms of this Agreement, or as to the rights of either party hereunder, the matter shall be handled in the simplest and most direct manner; and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:
- (1) The employee concerned and/or his Union representative must discuss the issue with the immediate supervisor **capable of resolving the issue** prior to the issue being presented as a grievance. If the parties are unable to resolve the issue through this discussion, the employee and/or his Union Representatives must submit the grievance as a first step grievance ~~to the supervisor and~~ to the Labor Relations department in writing via e-mail within thirty (30) days of the date of the incident giving rise to the grievance. Grievances regarding the discharge of an employee shall be submitted to Labor Relations Florida as a first step grievance via e-mail, no later than thirty (30) days after the date of discharge. **A copy of such grievance shall also be sent to the supervisor capable of resolving the concern.**
 - (2) A meeting will be held within thirty-one (31) days of the receipt of the written grievance by the Company between the Grievance Committee (defined as the Local Union President and two members in good standing from HEC) and at least one (1) member of management from a level above the first-line supervisor. Within twenty-one (21) days after the meeting is held, the Company shall respond to the grievance in writing via e-mail to the Union Business Manager, System Council U-8 with a copy to the Local Union. If the Grievance Committee desires to pursue the grievance then the Grievance Committee shall within twenty (20) days after the electronic date stamp of the Company's response notify the Company via e-mail to the Labor Relations Department of the Company that the grievance is to be taken to the second step; then
 - (3) A meeting will be held between the System Council Committee (which shall consist of no more than five (5) members) and representatives of the Company within ~~forty (40)~~ **ninety (90)** days after notice from the Grievance Committee is received. **Grievants shall not be paid by the Company to attend 2nd step grievances, except for grievances filed over disciplinary action.** The Labor Relations Department will appoint an appropriate management panel. An International Representative may be present. Within

twenty-one (21) days after the meeting is held, the Company shall e-mail its decision to the System Council Business Manager.

- (4) Should any matter that has been referred to the representatives of the parties as provided in the second step above not be satisfactorily adjusted, either party may demand arbitration of the matter by giving written notice to the other within ninety (90) days of the e-mail date of the Company's second step answer.

NOTE TO MOC:

Nothing in the MOA shall prohibit grievance meetings be held electronically (for example: Skype or Teams video conference) as long as there is at least one representative from either management or Labor Relations attending in person.

Revise Article XI as follows:

Section 1 – Wage Rates:

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

Section 3 – Company Rewards

Nothing in this agreement shall be interpreted to prevent the management from rewarding Hines Energy Complex bargaining unit employees as a group for achievement of goals or superior performance. Also, nothing in this agreement shall be interpreted to prevent management from rewarding Hines Energy Complex bargaining unit employees individually through the creation of HEC specific rewards programs (subject, however, to approval by a 50% plus one (1) majority of bargaining unit employees) or from preventing the Company from rewarding individual employees in accordance with Company-wide programs such as the James B. Duke Award and Exceptional Contribution Award. In addition, Hines Energy Complex bargaining unit employees will participate in the ~~Company-provided Cash Incentive Plan (CIP) under the Duke Energy Short-Term Performance Program (STPP) Incentive Plan (STIP)~~ at a target opportunity of 5% of eligible earnings. Only employees hired before or during the performance year and who remain employed through December 31 of the performance year or have an eligible termination (death, disability or retirement within the meaning of the ~~STIPPP~~) during the performance year will be eligible for an award from the **CIP STIP**. Eligible earnings upon which the **CIP STIP** will include base pay

and overtime pay (including double time and premium pay). The ~~CIP STIP~~ is intended to reward performance towards the achievement of corporate and team measures that are developed annually in the sole discretion of the Company. Awards earned under the ~~CIP STIP~~ generally will be paid in March following the performance year based on actual achievement, as determined by the Company in its sole discretion, of pre-established corporate and team goals. Corporate and team payout levels will be established at the same minimum, target, and maximum levels that apply to other participants in the ~~CIP STIP~~ and will be determined by the Company in its sole discretion. Other than as set out above, the terms and interpretation of the ~~CIP STIP~~, including the setting and selection of goals, the number of goals, and the extent of the attainment of those goals, shall rest exclusively with the Company.

Revise Article XIII as follows:

Section 1 - Duration

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

Section 5 - Policies

For the term of this Agreement only, any Duke Energy Employment-related policies not specifically discussed in this Agreement shall apply to employees covered by this Agreement on the same basis as the policies that apply to the SCU-8 bargaining unit employees currently covered under the ~~2016-2019~~ **2020-2022** Memorandum of Agreement between the Company and the Union ("Main MOA Employees"), and if any such policies are amended, modified or terminated in any way for the Main MOA Employees during the term of this Agreement, such change(s) shall also apply to the employees covered under this Agreement at the same time and in the same manner.

Review and disposition (e.g., extend, incorporate into MOA, etc.), as needed, the HEC Temporary Relief Staffing MOU, signed 12/17/19.