

*[Handwritten signatures and dates]*  
5/5/2020  
3/5/2020

TERM OF AGREEMENT

- Three-year term, beginning on the date of ratification and ending 11:59 pm November 13, 2022.

GENERAL WAGE INCREASE (GWI)

- Effective January 13, 2020: 3.0%
- Effective November 30, 2020: 3.0%
- Effective November 29, 2021: 3.0%

INDIVIDUAL WAGE RATE CHANGES

Increase the wage rates listed in Exhibit "A" for the following journeymen classifications prior to the General Wage Increase (GWI) for each year as follows:

- \$1.00 per hour increase effective January 13, 2020
- \$.50 per hour increase effective November 30, 2020
- \$.50 per hour increase effective November 29, 2021
  - Line Technician in Distribution and Transmission (including SL, NT and TTC)
  - Trouble Technician
  - Network Specialist
  - Substation Electrician (both construction and maintenance)
  - Substation Operator
  - System Protection and Control Technician
  - System Protection and Control Technician – SCADA
  - Working Foreperson in the Line Department and Substation Construction and Maintenance Departments
  - Senior Working Foreperson – Substation Const. and Maint. Departments

HARD-TO-FILL LOCATION BONUS

The Company will pay a hard-to-fill location bonus to those employees in the Line Department in Distribution holding Journeyman Line Technician and Trouble Technician positions at St. Petersburg, Walsingham and Buena Vista Operations Centers. Employees will receive a bonus of \$2080.00, after the employee has worked twelve (12)

continuous months at that location as a Journeyman. Employees will continue to receive the bonus for each consecutive twelve (12) month period thereafter as long as the employee remains in the position at that location for the continuous twelve (12) months. Apprentices who bid to Line Technician positions at the above locations can utilize prior continuous time as an Apprentice at the same location in order to qualify for the incentive. Management will pay the bonus within two pay periods of the employee meeting the above qualifications. Employees currently employed at these locations will receive their bonus after 12 months of continuous employment after the date of ratification.

- All individual proposals previously Tentatively Agreed to remain agreed to
- All proposals previously withdrawn remain withdrawn
- All proposals not Tentatively Agreed to are withdrawn except the following remaining proposals:

#### REMAINING PROPOSALS

- M-18 Revised – Per Diem or actual and reasonable expenses in accordance with the IBEW SCU-8 Travel and Work Expense Policy with management approval.
- CC1 to M-21 – Temp Wages in Production
- The classification of Dispatcher in the Energy Control Center Department is excluded from the overall GWI. The wage rates for ECC Dispatchers shall be increased as follows:
  - Effective January 13, 2020: 1.5% plus a 1.5% lump sum payment
  - Effective November 30, 2020: 1.5% plus a 2.0% lump sum payment
  - Effective November 29, 2021: 1.5% plus a 2.0% lump sum payment.

The above lump sum payments shall be calculated as 1.5% or 2.0% of the current wage rate times 2080 hours and shall be payable within two pay periods of the ratification of the 2020 MOA and each subsequent contract year.

#### AGREEMENT TO UNION COUNTER PROPOSALS DELIVERED 2/4/2020

- Call out credit for pre-arranged overtime in Distribution – The parties agree to continue for the term of the 2020 – 2022 MOA, the provisions from the Modifications to Call Out Credit MOU dated 12/7/16. These provisions will remain in the COORS manual. In exchange, the Company withdraws its tentative

agreement on UP-14. The Overtime Relief Program MOU shall be continued for the duration of the MOA.

- UC3 to CC2 to Revised M-7 – The parties agree to capture the practice as a note to the MOC as follows:
  - NOTE: Shift employees assigned to maintenance shall observe the holiday in accordance with Article IV, Section 1(C)(1). Such employees may observe the holiday on the same day as the maintenance employees if mutually agreeable between management and the employee.
- UC3 to CC2 to UP-56 – The parties agree to include employees in the ECC Department in the On-system Hurricane pay provisions.
- UC1 to Revised M-33 –The parties agree the following be added to M-33
  - Employees assigned to the System Maintenance Crew (SMC) will have a one-time opportunity to elect to enter the GT Development Program. Employees who opt in will be reclassified to a GT-Trainee classification. Management will offer these employees training in accordance with the Development Program provisions. However, based on the nature of the traveling crew positions, it is understood that training opportunities will be offered at the sole discretion of management, as time and work permits, and that the normal job duties of the SMC employees will continue to be the priority.
  - Maintenance employees at Anclote and Crystal River that opt into the training will be reclassified as a GT(T) with the same designation (NS or SM) as they currently hold. Upon qualification to GT - I these employees will be reclassified in place to S. S employees at Anclote and Crystal River 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 4-10's, exclusive of meal time, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday.

- UC3 to CC2 to 2<sup>nd</sup> Revised M-9 – The parties agree to the following two changes:

**Revise Article VI, Section 2(B)(6)(a) as follows:**

- Resource Week refers to the week(s) within a shift rotation when shift employees are not scheduled to the core shift weeks. A schedule for Resource Week(s) consisting of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, at Management's option, per workweek, between the hours of 6:00 a.m. and 10:00 p.m., inclusive of mealtime, will be included on the annual shift rotation calendar. When a Shift employee is working in the maintenance shop or at any other location, they will be notified of their assignment on the last work day prior to the assignment and shall work the same schedule (including the observance of a mealtime) as the employees in that shop or location.
- Note to MOC: During the term of the 2020 MOA, employees in the DCC working the resource weeks may only be rescheduled to the night shift (6pm – 6am) on a voluntary basis. They may be rescheduled to the day shift (6am – 6pm), as long as that reschedule does not include a previously scheduled day off. Schedule changes including a previously scheduled day off may be made on a voluntary basis. Start times during resource week shifts may be changed in accordance with Article VI, Section 4(A)(3).

## **Health and Welfare Benefits – Active Benefits**

### **Medical, Dental, Vision, Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance, Business Travel Accident (BTA) Insurance, Health Care and Dependent Care Spending Accounts and Employee Assistance Program (EAP)**

Effective January 1, 2021, bargaining unit employees represented by the IBEW SCU-8 (“Bargaining Unit Employees”) will continue to be eligible to participate in the following Duke Health and Welfare Plans/Programs, in accordance with their terms which are incorporated herein by reference:

- Duke Energy Active Dental Plan
- Duke Energy Active Vision Plan
- Duke Energy Basic Life Insurance Plan
- Duke Energy Active Supplemental & Dependent Life Insurance Plan
- Duke Energy Basic, Supplemental & Dependent Accidental Death & Dismemberment Plan
- Duke Energy Business Travel Accident Insurance Plan
- Duke Energy Health Care Spending Account Plan and Duke Energy Dependent Care Spending Account Plan
- Duke Energy Employee Assistance Program

The existing benefits under the above listed Plans/Programs are described in the attached Summary Plan Descriptions (SPDs).

Bargaining Unit Employees will be provided the benefits in the Duke Health and Welfare Plans/Programs listed above, in accordance with the terms set out in the applicable plan documents and SPDs. Notwithstanding anything to the contrary in the applicable plan documents and/or SPDs, during the term of the 2020-2022 Memorandum of Agreement (MOA), the design of the benefits provided under the Duke Health and Welfare Plans/Programs cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance and (iii) for administrative changes. This commitment will not preclude the Company from changing contribution amounts for Bargaining Unit Employees for the term of the MOA, to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as premium contributions for all employees of Duke Energy covered under such Plans/Programs.

**Medical Benefits**

A. During 2021, 2022 and 2023, Bargaining Unit Employees will be able to participate in the following Duke Energy Active Medical Plan options/benefits as set forth below.

1. **PPO2 Option** set out in the Duke Energy Active Medical Plan, per the attached SPD in accordance with its terms. Notwithstanding anything to the contrary in the SPD, during the term of the MOA, the design of benefits provided in the PPO2 Option as set forth in such SPD cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, (iii) for administrative changes and (iv) as provided in "Medical Benefits - Active Employees" and the related Exhibit 1. This commitment will not preclude the Company, for the term of the MOA, from changing contribution amounts for Bargaining Unit Employees participating in the PPO2 Option of the Duke Energy Active Medical Plan to reflect cost changes.
2. **Out-of-Area Option** set out in the Duke Energy Active Medical Plan, per the attached SPD in accordance with its terms. Notwithstanding anything to the contrary in the SPD, during the term of the MOA, the design of benefits provided in the Out-of-Area Option as set forth in such SPD cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, (iii) for administrative changes and (iv) as provided in "Medical Benefits - Active Employees" and the related Exhibit 1. This commitment will not preclude the Company, for the term of the MOA, from changing contribution amounts for Bargaining Unit Employees participating in the Out-of-Area Option of the Duke Energy Active Medical Plan to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as premium contributions for all employees of Duke Energy covered under such Out-of-Area Option.
3. **Health Savings Plan 1, Health Savings Plan 2 and HSP Out-of-Area Options** set out in the Duke Energy Active Medical Plan, per the attached SPDs in accordance with their terms. Notwithstanding anything to the contrary in the SPDs, during the term of the MOA, the design of benefits provided in the Health Savings Plan 1, Health Savings Plan 2 and HSP Out-of-Area Options, as set forth in such SPDs, cannot be amended or terminated for active Bargaining Unit Employees except (i) through negotiations between the parties, (ii) for changes which are necessary for legal compliance, and (iii) for administrative changes. This commitment will not preclude the Company, for the term of the MOA, from

changing contribution amounts for Bargaining Unit Employees participating in the Health Savings Plan 1, Health Savings Plan 2 and HSP Out-of-Area Options of the Duke Energy Active Medical Plan to reflect cost changes, provided premium contributions for Bargaining Unit Employees will be the same as premium contributions for all employees of Duke Energy covered under the Health Savings Plan 1, Health Savings Plan 2 and HSP Out-of-Area Options.

4. **Wellness** benefits set out in the Duke Energy Active Medical Plan, per the applicable SPDs in accordance with their terms, on the same basis as provided to enterprise non-represented employees. The Company will have the right to amend or modify but not to terminate the wellness benefits, as long as any such changes apply to both Bargaining Unit Employees and enterprise non-represented employees.
5. **Health Savings Account** Company matching contributions for Bargaining Unit Employees enrolled in individual only coverage under the Health Savings Plan 1 or the Health Savings Plan 2 Option will be in an amount up to \$500 per year, and Health Savings Account Company matching contributions for Bargaining Unit Employees enrolled in family coverage under the Health Savings Plan 1 or the Health Savings Plan 2 Option will be in an amount up to \$1,000 per year.

The Company will provide the Union with notice of any changes to the above-described benefits at an Annual Benefits Review meeting prior to open enrollment each year.

#### **Medical Benefits – Active Employees**

Notwithstanding anything in M-35 to the contrary, the Duke Energy Active Medical Plan coverage of eligible bargaining unit employees represented by IBEW SCU-8 (“Bargaining Unit Employees”) may be amended as described below effective for periods after December 31, 2020, provided such changes also apply to enterprise non-represented employees to the extent such coverage option is available to them:

- The PPO2 Option set out in the Duke Energy Active Medical Plan may be amended within the parameters set forth in Exhibit 1.
- The Out-of-Area Option set out in the Duke Energy Active Medical Plan (but not the HSP Out-of-Area Option) may be amended within the parameters set forth in Exhibit 1.
- As set forth in Item 65 of the 2016 Memorandum of Changes, all coverage options under the Duke Energy Active Medical Plan will be amended to provide that a Medicare Reimbursement Rate will be used instead of a Reasonable and Customary

Rate when determining the benefits payable for services provided by an out-of-network provider under the Duke Energy Active Medical Plan.

The Company will provide the Union with notice of any changes to the above-described benefits at an Annual Benefits Review meeting prior to open enrollment each year.

#### **Retirement Benefits**

The Company may in its discretion merge the Retirement Plan for Bargaining Unit Employees of Florida Progress Corporation ("Florida Bargaining Plan") into the Duke Energy Retirement Cash Balance Plan maintained by the Company. Any such merger will not reduce participants' accrued benefits, and changes to such plan will not be inconsistent with this Memorandum of Changes.

The complete provisions of the Company's retirement plans are set forth in the plan documents, which may be amended to make administrative changes, legally-required changes and/or technical changes that do not reduce the benefits formula. In the event of a conflict between any other communication and the plan documents themselves, the plan documents control.



**EXHIBIT 1**

**IBEW SCU-8 PPO Not to Exceed Schedule**

Any design changes applicable to non-bargaining unit employees under the Duke Energy Active Medical Plan PPO Option may be made to the coverage of bargaining unit employees represented by the IBEW SCU-8 ("Bargaining Unit Employees") under the Duke Energy Active Medical Plan PPO2 Option, subject to the Not to Exceed Caps below; and any design changes applicable to non-bargaining unit employees under the Duke Energy Active Medical Plan Out-of-Area Option (for purposes of clarity, this reference does not include the HSP Out-Of-Area Option) also will apply to the Bargaining Unit Employees who participate in the option, subject to the Not to Exceed Caps below.

Plan Highlights	Current PPO Option Out-of-Area** Option		Not to Exceed Caps* PPO Option Out-of-Area** Option	
	<i>In-Network</i>	<i>Out -of- Network</i>	<i>In-Network</i>	<i>Out -of- Network</i>
	Co-Insurance (plan pays)	80%	60%	80%
Individual/Family Deductible	\$600/\$1,200	\$1,200/\$2,400	\$750/\$1500	\$2,500/\$5,000
Individual/Family OOP Max (includes deductible)	\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000
Preventive Care	\$0	Deductible/ Co-insurance	\$0	Deductible/ Co-insurance
Office Visit (Primary)	\$25	Deductible/ Co-insurance	\$35 or subject to Deductible/Co- insurance	Deductible/ Co-insurance
Office Visit (Specialist)	Deductible/ Co-insurance	Deductible/ Co-insurance	\$45 or subject to Deductible/co- insurance	Deductible/ Co-insurance
Inpatient Admission (Precertification required)	Deductible/ Co-insurance	Deductible/ Co-insurance	Deductible/ Co-insurance	Deductible/ Co-insurance
Emergency Room	Deductible/ Co-insurance	Deductible/ Co-insurance	\$250 or subject to Deductible/Co- insurance	\$250 or subject to Deductible/Co- insurance

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Urgent Care	Deductible/ Co-insurance	Deductible/ Co-insurance	\$60 or subject to Deductible/Co- insurance	\$60 or subject to Deductible/Co- insurance
<b>PRESCRIPTION DRUG COVERAGE</b>				
Individual/Family Prescription OOP Max	\$2,000/\$4,000		\$2,500/\$5,000	
Preventive Medications (you pay)	Same as 30-day & 90-day pricing shown below		Same as 30-day & 90-day pricing shown below	
<b>30-day supply (you pay):</b> <ul style="list-style-type: none"> <li>• Generic</li> <li>• Preferred Brand</li> <li>• Non-preferred Brand</li> </ul>	<ul style="list-style-type: none"> <li>• Lower of \$10 or cost of medication</li> <li>• 25% up to \$50</li> <li>• 50% up to \$150</li> </ul>	Full cost at point of sale	<ul style="list-style-type: none"> <li>• Lower of \$15 or cost of medication</li> <li>• 25% up to \$65</li> <li>• 50% up to \$200</li> </ul>	Full cost at point of sale
<b>90-day supply (you pay):</b> <ul style="list-style-type: none"> <li>• Generic</li> <li>• Preferred Brand</li> <li>• Non-preferred Brand</li> </ul>	<ul style="list-style-type: none"> <li>• Lower of \$25 or cost of medication</li> <li>• 25% up to \$125</li> <li>• 50% up to \$300</li> </ul>	N/A	<ul style="list-style-type: none"> <li>• Lower of \$30 or cost of medication</li> <li>• 25% up to \$150</li> <li>• 50% up to \$400</li> </ul>	N/A

OOP = Out-of-Pocket

\*Not to exceed caps for the years 2021 – 2023

\*\*The Out-of-Area Option plan design is the In-Network benefit of the PPO Option, regardless of whether or not a provider participates in the network.