

**POWER SYSTEMS and  
CUSTOMER SERVICE SUPPLEMENTAL  
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### **35. SCHEDULES OF WORK**

(a)(3) Power Delivery employees may be scheduled to work eight (8) consecutive hours (exclusive of meal time) between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday except as provided in subparagraphs (a)(6), (c) and (d). These employees may be scheduled to work staggered starting times between the hours designated above. These schedules will be offered on a voluntary basis by classification to fill the crew make-up as determined by the Company and the assigned schedules shall be more than four (4) days in duration. If there are not enough volunteers, employees with the least seniority will be assigned. When it is known twenty four (24) hours in advance that a temporary absence will exist for a period of more than four (4) days on an established schedule, then the senior qualified employee will be offered the opportunity to change to the schedule where the absence occurs if temporary relieving is required. Other temporary relieving assignments will be offered to the senior qualified employee on each established schedule.

#### **Substation Department only**

Long term schedules:

There will be established in the Substation Department early and late schedules. These will be applied for jobs and the number of employees in these schedules will not exceed twenty percent (20%) of any area's bargaining unit employees. No service center will have more than fifty percent (50%) of the bargaining unit employees on these applied for schedules. These schedules will be five (5) consecutive days of eight (8) consecutive hours with two (2) consecutive days off. The early normal schedule will be from 4:00 a.m. to 12 noon, but may be changed to 5:00 a. m. to 1:00 p.m. or to the regular work location hours with twenty-four (24) hours notice provided the employee stays on that shift for a minimum of five (5) days. The late normal schedule will be from 12 noon to 8:00 p.m., but may be changed to 11:00 a.m. to 7:00 p.m., 1:00 p.m. to 9:00 p.m., or to the regular work location hours with twenty-four (24) hours notice provided the employee stays on that shift for a minimum of five (5) days. No employee will be scheduled to work both weekend days. Single employee, early or late schedules, will be filled by a lead electrician or higher classification.

Any substation field classification may be posted, in the JPost System, on these schedules as long as they comply with substation crew descriptions as listed in exhibit “A” of the Memorandum of Agreement. Whenever working one of these schedules, outside of the regular work location schedule, the employee will receive the appropriate shift differential for the entire shift. The Substation Department head and the Business Manager of the Union may mutually agree to modify these schedules.

(a)(4) Distribution and Customer Service employees may be scheduled five (5) days of eight (8) hours per day with two (2) consecutive days off except as provided in subparagraphs (a)(6) and (c).

Note: See 35 (a) (5) for scheduling ERC

Note: See 35 (a) (7) for scheduling C&D

1. Hours scheduled between 6:00 a.m. and 6:00 p.m. shall be exclusive of mealtime except for rotating shifts. Rotating shifts will be inclusive of meals time. The following schedule starting times, including days off will be established and applied for through the application system.

a. 6 AM – 9:30 AM (Day shift)

b. 12 PM – 4 PM (Afternoon shift)\*

c. 11 PM – 12 Midnight (Late shift)

\*Employees that work the 12 PM to 4PM shift may be rescheduled to work outside these hours. (Requires mutual agreement between the employees and the employees’ supervisor) All affected employees must agree to the rescheduled hours outside the 12 noon to 4 PM starting times, before the shift may be changed. These employees may be returned to their regular afternoon shift with twenty-four (24) hours notice. (See 5 below)

2. These employees may be scheduled to work staggered starting times but will work the same regular hours during the workweek.

3. Employees, by classification, within the defined shifts above

will have the ability to select the type of work by seniority made available by the company. (service, street light, URD, etc.)

4. The schedules will only be shifted in their range for the summer/winter time periods. These shifts will be posted by giving employees 30 days notice and stay in effect until notification of impending changes has been given in the same manner.

5. Schedules for each classification, by shift, shall be posted in each work headquarters. These schedules will be offered by shift, by classification and by seniority to fill the crew make-up as determined by the Company. Inverse seniority will be used if there are not enough volunteers.

6. It is agreed that schedules/hours may be changed with twenty four (24) hour advance notice; however such schedule change shall be for four (4) or more days.

7. The schedule of any individual will not be changed more than one time during the scheduled workweek without mutual agreement between the employee and the employee's supervisor.

8. Any additional manpower required for temporary vacancies that need to be filled as determined by Management that are less than forty (40) hours per week will be filled by overtime, provided the vacancies can not be filled from the existing employees normally working those hours.

9. Any temporary vacancies of forty (40) hours or more will be filled from the shift determined by management, offered by seniority, or forced by inverse seniority with twenty-four (24) hours advance notice.

10. Permanent vacancies will be applied for, per Paragraph 20.

11. Ratios: The total number of employees (exclusive of rotating shift employees) working outside the hours of 6:00 a.m. and 6:00 p.m. and working Saturday or Sunday shall not be more than 28%



of the total number of employees. Employees will not be scheduled to work both Saturday and Sunday.

12. Rotating shifts shall be arranged so that each shift shall be rotated as regularly and evenly as is reasonably possible among all employees assigned to rotating shifts. However, due to the nature of some dispatcher type work (field investigation and board updating, switching desk) it has been recognized that some shifts may rotate less frequently than others at the dispatch office. The length between these rotations should be determined locally by the employees and management.

13. Employees will upon request be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary interchange does not lead to the payment of overtime.

14. Employees held over for emergency type work will be used primarily for restoration.

(a)(5) Employees assigned to the Equipment Repair Center (ERC) may be scheduled to work five (5) days of eight (8) consecutive hours (exclusive of meal times) between the hours of 6:00 a.m. and midnight, Monday through Friday. Employees assigned to the first shift may be scheduled between the hours of 6:00 a.m. and 6:00 p.m. (while on one shift operation, regular starting times will not be prior to 7:00 a.m.). Employees assigned to the second shift may be scheduled between the hours of 2:30 p.m. and 12:00 midnight. The number of employees assigned to the second shift shall not exceed the number of employees assigned to the first shift. Temporary vacancies shall not affect this ratio. Shift schedules will be non-rotating but may be changed with twenty-four (24) hours notice. Temporary vacancies may be filled by rescheduling another employee by giving twenty four (24) hours notice of change in schedule provided such new schedule shall last for more than four days. Such assignments will be made on a seniority basis. Temporary relieving assignments expected to last for more than four (4) days shall be offered under Paragraph 50 on a shop wide basis. All other temporary relieving assignments shall be offered on a per shift basis. When the Company establishes a second shift, the initial compliment will consist of a minimum of six new jobs posted to

include at least one Chief Equipment Repair Specialist. Should any of these initial second shift jobs be filled from employees assigned to first shift, an equal number (but not necessarily the same classifications) of jobs will be posted on the first shift. After establishing a second shift, vacancies and new jobs will be filled on a voluntary basis by classification from employees assigned to the Equipment Repair Center. Jobs the Company is unable to fill through this voluntary process will be posted with the hours included. In addition, the Company will not discontinue a job being held by an employee assigned to the first shift for the purpose of establishing or filling a job on the second shift. If the Company subsequently reduces the operation to one shift, the second shift shall be discontinued first. Employees assigned to the second shift shall receive any applicable shift differential.

### **(a)(6) TEN HOUR, FOUR DAY WORK WEEK**

#### **Scope:**

A schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented for non-shift personnel in Transmission and Substation. The (4) four days schedule will be inclusive of the employee's regular five (5) day work week. This schedule will also apply to any Distribution personnel not on a rotating shift. This schedule will be implemented as deemed necessary by the Company with at least three (3) days notice and the company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement.

#### **Vacations:**

Vacations shall be taken consistent with Paragraph 8 of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g. an employee scheduled for ten (10) hour work period would be charged ten (10) hours vacation).

#### **Holidays:**

In a week with a holiday, employees on a ten (10) hour, four (4) day schedule may be rescheduled to an eight (8) hour, five (5) day work week or the holiday will be taken the same as vacation. The employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or

two (2) hours “employee request” (not paid). A floating holiday will be taken the same as vacation, the employee receives eight (8) hours holiday pay and can elect to use two (2) hours vacation or two (2) hours “employee request”(not paid).

### **Employee Illness – Death in Family – Sickness in Family:**

To such extent the employee shall be paid the employee’s salary for each regular scheduled workday lost up to eight (8) hours, (four (4) day ten (10) hour schedule shall be paid ten (10) hours) because of such bona fide illness. Pay for bona fide illness shall not be cumulative and no employee shall receive sick leave pay for more than forty (40) hours in any one (1) week.

### **Jury Duty – Court Service – Voting:**

The provisions of Paragraph 9 shall apply relative to time off to perform jury duty except that “ eight (8)” shall be replaced by “ten (10).”

### **Meals:**

If an employee has not previously earned a meal, a meal will be earned after eleven (11) consecutive hours following their starting time and additional meals at five (5) hours interval thereafter, if they continue to work. All other meals paid will be in accordance with Paragraph 41 of the Memorandum of Agreement.

(a)(7) C and D Specialist may be scheduled to work five (5) days of eight (8) consecutive hours per day, except as provided in subparagraph (a)(6), on non-rotating shifts, between 7:00 a.m. and 12:00 midnight, Monday through Friday or Tuesday through Saturday. Schedules may be changed with twenty-four (24) hours of advance notice. At locations where more than one (1) C and D employee is assigned, the senior employees will have the first selection of their desired shift. Dispatcher Clerk jobs that are posted for the purpose of dispatching C&D employees may be scheduled under the same provisions above. The primary function of these employees will be to dispatch Connect and Disconnect Specialist and perform assigned clerical work in addition to their dispatching duties. These employees will receive the applicable shift differential.

(c) For prearranged repair or maintenance jobs, or emergency repairs or

maintenance jobs, employees may be rescheduled per the following provisions:

When one or more units scheduled under either Paragraph 35(c)(1) or 35(c)(2), they may be defined on one posting. This posting will define the work to be performed, the employee's hours and days of work, and under which subparagraph of Paragraph 35(c) the work is being scheduled. Employees under this condition will be allowed to work on any of the posted units on their posted schedule.

Where only one unit is posted under either Paragraph 35(c)(1) or 35(c)(2) and subsequently a new unit(s) requires work to be performed under either Paragraph 35(c)(1) or 35(c)(2), a new schedule will be posted. This posting will define the scope of work, the hours and days of work, and under which subparagraph of Paragraph 35(c) the work is being performed.

The overtime list will be used to make assignments unless the entire classification is being assigned equivalent hours, or no overtime work is planned. Such rescheduled employees may be assigned to any shift needed, and will be paid the equivalent of the operator's shift differential. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hours notice was not given, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate until the expiration of the twenty-four (24) hours notice. Such rescheduled employees will be paid at their respective overtime rates plus appropriate shift differential for any work done on their respective normal days off.

(c)(2) Employees may be rescheduled to work on two (2) or three (3) shifts per day basis (by giving at least twenty-four (24) hours prior notice) for a minimum period of two (2) days and a maximum of 4 (four) days. An individual will not be REQUIRED to work an assignment of this type more than one time during a pay period.

(e) In connection with the overtime hours provisions of subparagraphs (a), (b) and (c) of this paragraph, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked. The following hours of labor shall be deemed to be overtime hours:

- (1) All hours over forty (40) per work week.
- (2) All off schedule work.

Overtime hours will be paid, except as otherwise provided for herein, at one and one-half (1-1/2) times the regular straight time hourly rate. There shall be no compounding of overtime or premium pay; namely, duplication of premium or overtime payment.

(g) It is further agreed that from time to time employees regularly assigned to a schedule outside the hours of 7:00 a.m. to 6:00 p.m. may be rescheduled for the Company Orientation Program, Apprentice Instructor Meetings, Switching Schools, or other occasions that must be mutually agreed upon between the Company and Union prior to any rescheduling. Such employee will be rescheduled to a workweek as follows:

Saturday and Sunday off, and Monday through Friday on the regular day schedule for the period of the meeting.

Such rescheduled employee will assume the same hours as is determined by the day schedule (this may include time out for meals) and remain on the day schedule for a minimum of five (5) days or multiples thereof unless by mutual agreement between the employee and the employee's supervisor, the employee is reassigned to the employee's previous schedule.

### **35.1 WORK ON SECOND REST DAY**

(a) Nothing in this Agreement shall be construed as requiring the Company to work an employee on both of the employee's rest days.

(b) When an employee is required to work on any two (2) consecutive rest days, all hours worked on the second rest and any rest day thereafter shall be paid for at double the straight-time hourly rate until such time that the employee has either observed a rest day off or works back into the employee's normal schedule.

### **37. ROTATING AND TRADING SHIFTS**

Where the nature of the service requires scheduled shifts, such shifts shall be arranged so that each shift shall be rotated among all employees as



regularly and evenly as is reasonably possible. Employees will, upon request, be permitted to trade shifts temporarily from time to time, if they so desire, provided that such temporary inter change does not lead to the payment of overtime.

### **38. CALL-OUTS - PREARRANGED OVERTIME**

(a) When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:

- (1) A call-out if the employee has less than twelve (12) hours notice, or
- (2) Prearranged overtime if the employee has twelve (12) hours or more notice.

All applicable bargaining unit employees will be called out or prearranged for overtime before any contractors are called into work. If FPL employees are being released from duty on FPL facilities, the contractors will also be released. Contractors will be allowed to complete the specific job that they are assigned to do at that time, no other work will be assigned.

(b) On a call-out, the employee shall be allowed actual time required for traveling from the employee's home to the job and return, plus a minimum of three (3) hours as time actually worked. Except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually required for traveling from the employee's home to the job and the actual hours worked shall be allowed.

(c) In the case of prearranged overtime, the employee shall receive a minimum of four (4) hours as hours worked (except in the case of meetings, two (2) hours) except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. If an employee who has been prearranged to work overtime other than holdover overtime is given less than seven (7) hours notice prior to the starting time of the overtime that the employee is not to report, the employee will receive two (2) hours pay at one and one-half (1-1/2) times the employee's straight-time hourly rate.



(d) On call-outs and prearranged overtime an employee designated to temporarily relieve or substitute in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually relieving or substituting in such higher classification.

(e) Any employee called out before the employee has had eight (8) consecutive hours off duty since the end of the employee's last scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off duty. Any employee called out nine and one-half (9-1/2) hours or more before the employee's next regular scheduled starting time after the employee has been scheduled off a day or more will continue to be paid at the overtime rate until the employee has had eight (8) consecutive hours off duty. However, in either instance the Company will give eight (8) hours off duty at its discretion at the completion of the work and if the eight (8) hours off duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off duty within the employee's regular scheduled work period at the straight-time rate. Any employee continuing to work beyond the employee's regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until the employee has had eight (8) consecutive hours off duty. Upon completion of the work, the employee shall have eight (8) consecutive hours off duty and if such eight (8) hours off duty falls within or overlaps into the employee's next regular scheduled work period, the employee will be paid for all such hours off duty within the employee's regular scheduled work period at the straight-time rate.

(f) On-call is established in order to meet customer requirements in the Power Systems Business unit. The Company's representative and the Business Manager will review the provision annually to assess the effectiveness of the program. Either party may terminate this provision by giving 30 days notice.

### **What is an On-Call Assignment:**

On-call assignments are trouble calls and unscheduled overtime.

### **Length of on-call time:**

7 Days

**Eligibility:**

Employees eligible for on-call are all employees who are not at work. An on-call employee is not eligible for overtime until his regular shift is complete.

**Response time:**

The employee will provide a contact phone number and/or the Company will provide a pager and employees on-call will be required to be accessible at all times. The employee must respond to a page within fifteen (15) minutes of the notification. Employees will report within sixty (60) minutes after responding to the call. An employee may be deemed ineligible for on-call if his response time significantly exceeds the stated time frames and may forfeit his “on call” compensation for that event.

**How on-call is scheduled:**

Management determines the need to establish on-call status and the number of employees needed on-call on a weekly basis. On Wednesday, the supervisor will post the need for on-call, including the classifications and number in each classification needed. Employees who volunteer will sign up for on-call by Thursday, at 4 p.m. Employees will be on-call for seven (7) consecutive days, from midnight Friday through midnight Friday. If more employees volunteer for on-call than are needed, the low employees on the Thursday, overtime log will be considered on-call.

**Procedure for calling out employees to work:**

Go through the call-out list and call out on-call employees first by overtime standing and then proceed with the non on-call employees by overtime standing.

**Sickness and family sickness:**

Employees who are sick or have a family sickness will be removed from on-call for the remainder of the week. As a result, the employee will forfeit that day's on-call compensation until able to return to on-call status. An employee's sickness includes injuries (e.g., sprained ankle). An employee who gives notification of sickness or family sickness before receiving an on-call assignment will not be charged refused hours for the balance of the week.

**Other inaccessibility:**

An employee not responding to a page or phone call (including a low battery or dead spot), will be notified that he is off on-call status and will forfeit the on-call compensation for the 7 day period.

**On-call payment:**

7 hours per week at 1 1/2 times the hourly rate, which shall be charged on the overtime list as hours worked. Those who do not volunteer for the assignments will not be charged for the overtime.

**41. MEALS-LODGING-TRANSPORTATION**

The Company will pay an employee a flat rate for each meal earned, to be included in the employee's paycheck under the following conditions, unless the Company provides satisfactory meals. The flat rate for meals will be \$11.00.

For storm purposes when a satisfactory meal is provided by the Company or host utility, it will be in lieu of the flat rate meal allowance as provided in paragraph 41 of the Memorandum of Agreement.

Due to the many variations that result in meal issues, depending on the individual circumstances at the time of the storm (i.e., food service availability due to storm conditions; what was served; when it was served, in what condition it was served, etc.), every effort should be made to settle the issues at the storm headquarters as soon as possible.

*During emergency/storm travel assignments, the Company will pay forty three (\$43) dollars per day to employees who are temporarily assigned away from their regular work headquarters and who are required to be away overnight when the employee is observing their paid day off.*

Whenever possible, the supervisor should advise employees in advance, of the type of meal (i.e., tie me over, snacks, satisfactory). It is recommended in future situations where the satisfaction of a meal is in question; the employee will address it with his/her supervisor or job stewards as soon as possible in an effort to resolve the matter.

When employees are entitled to mileage reimbursement, the prevailing IRS Mileage rate shall be used.

(a) Call-Out: If an employee is called out to work one and one-half (1-1/2) hours or more before their regular starting time, they will earn a meal upon starting work and at five (5) hour intervals thereafter, if they continue to work.

(b) Pre-Arranged: Regularly scheduled workday: If an employee is prearranged to begin work one and one-half (1-1/2) hours or more before their regular starting time, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals there after, if they continue to work.

(c) Pre-Arranged: Rest day or holiday: If an employee is pre-arranged to work on a scheduled day off and they begin work one and one-half (1-1/2) hours or more before or after their starting time on their last regular scheduled workday, they will earn a meal five (5) hours after beginning work and at five (5) hour intervals thereafter, if they continue to work.

(d) Extended Hours: If an employee has not previously earned a meal, they will earn a meal after ten (10) consecutive hours following their starting time and additional meals at five (5) hour intervals thereafter, if they continue to work.

Note (1) See Ten (10) Hour Shift

(e) For pre-arranged overtime, employees will be expected to bring necessary provisions for the duration of the scheduled work up to twelve (12) hours.

(f) When an employee is temporarily assigned to work away from the employee's regular headquarters and is required to be away overnight this includes the noon meal on the first day away from the headquarters. This does not include the noon meal when the employee is not required to be away from the headquarters overnight.

(g) The Company will not pay an employee for time out for meals, with the exception of approved instances, where a non-shift employee is engaged in

rush work, and with the exception of shift employees whose duties require them to eat while performing their work.

## **Lodging-Transportation**

(h) The Company will pay reasonable expenses for satisfactory lodging to an employee who is temporarily assigned work away from the employee's regular headquarters and who is required to be away overnight.

(h)(1) When an employee works temporarily at some location (more than sixty-five (65) miles) other than the employee's regular headquarters, travel from regular headquarters to new headquarters and return shall be on Company time and expense.

(h)(2) The Company will furnish the employee a listing of preferred area hotels, with phone numbers, prior to the assignment. Travel expenses will be reimbursed using one of the following options. It is understood Option 1 is the usual level of benefit.

The employee during unusual circumstances may use Option 2, if the usual room rate availability is not accessible or changes during the assignment for any reason. The employee must notify the Company prior to exercising Option 2.

If less than twenty-four (24) hours notice is given for the travel assignment, at the employee's request the Company will furnish lodging for the first night of the assignment.

OPTION 1: Provide a per diem rate of \$105.00 (north region, PCC, PPN, PSN), and (west region, PMT, PFM), \$120.00 from December 15 through May 31 and \$105.00 from June 1 through December 14 (south region, PSL, PMR, PRV, PPE, PFL, PCU, PTF, PTN) when the assignment is in effect for every day the employee is on temporary assignment. This per diem will cover meals, lodging and incidentals including laundry, phone calls, etc.

OPTION 2: The Company will reimburse reasonable lodging expenses, as validated by receipt, plus forty three dollars (\$43) per day for meals and

incidentals in lieu of the per diem rates as set forth in Option 1.

(h)(3) When an employee works more than sixty five (65) miles from the employee's regular headquarters, shall upon request and upon the completion of the employee's scheduled week, be returned to the employee's regular headquarters on Company time and expense, unless assigned at least eight (8) hours work on the employee's first day off.

(i) When an employee works temporarily at a location within sixty-five (65) miles of the regular work headquarters the Company will:

- Provide for mileage each day during the assignment.
- Meals paid only as earned under the meal provision of the Memorandum of Agreement.
- Ten dollars (\$10) per day will be paid for assignments over fifty (50) miles up to sixty-five (65) miles.

(j) When an employee is required to work other than regularly scheduled hours after midnight, when regular means of transportation are not available, the Company will furnish transportation to the employee's home if the employee so desires.

(k) Employees will not be forced to travel if the employee or the employee's spouse is pregnant and the assignment date is within one month of the expected birth date (either before or after). It will be the responsibility of the employee to furnish the Company with documentation of the expected date of birth, as determined by a physician.

## **SPECIAL TRAINING SCHOOLS OUTSIDE STATE OF FLORIDA**

Bargaining unit personnel attending special training schools, outside the State of Florida.

(1) Employee will be expected to make satisfactory progress in the course, utilizing regular working hours.



(2) Employees will be expected to remain at the study location for the duration of the assignment. Weekend trips to home locations will be at employee's expense. For extended schooling (six (6) weeks or longer) the person will be allowed one (1) trip home, paid for by the Company, in midterm.

(3) Rental cars will be provided as required. Four (4) employees will be assigned to each car, if schedules permit. A weekly mileage limit will be permitted, not to exceed two hundred fifty (250) miles per week. Mileage expense in excess of this limit will be the responsibility of the employee. Should this mileage limit prove to be inequitable due to location, the Director of Labor Relations and the Business Manager shall meet to review and resolve such inequity.

(4) Airfare (tourist) will be provided to and from school. Up to one (1) eight (8) hour straight-time day of travel will be permitted to and from school. The Company will not authorize or reimburse an employee for the use of personal automobiles in attending schools away from home as.

(5) The Company will pay lodging expenses.

(6) The Company will pay a fixed per diem allowance, which includes all subsistence (meals, phone, laundry, etc.). The allowance will be forty three (\$43) a day.

(7) The Company will have the right to change a person's schedule with less than twenty-four (24) hours' notice to obtain optimum benefit from training. This would be done only as necessary.

#### **44. DISTRIBUTION OF OVERTIME**

(a) Overtime will be distributed equally by classification in each regular working headquarters to the best ability of the Supervisor in charge, using the biweekly posted overtime list as a guide for such distribution.

Overtime records at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime assignments during the period were made in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all

overtime assignments in the period were made in accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be makeup overtime work which would not ordinarily be performed on overtime, to take place within thirty (30) days of such determination. Failure to provide such work after such determination shall subject the Company to payment.

The Company will have no obligation to provide makeup overtime work to any employee as a result of the call-out, with less than one (1) hour's notice, or holdover of another employee. The Company shall have no obligation to provide makeup overtime work as a result of an assignment to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification.

All Power Systems and Customer Service employees may be called out if the call out occurs within two (2) hours of their regular starting time. This agreement will not effect the current manner in which employees are REQUIRED to work overtime.

Overtime will be distributed according to functional work type. Geographical boundaries, as defined by the Company, will be established for the Distribution Business Unit and Power Delivery Business Unit work headquarters.

(b) In compiling the biweekly posted overtime list, the following conditions will be adhered to:

- (1) Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to

have one hour more overtime than the high overtime employee does in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list. Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

(2) When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision, by memo. These employees will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b) (1). When an employee relieves outside of the bargaining unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.

(3) If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call-out overtime, the employee shall be charged if they do not have a telephone. If the employee's phone is answered and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for

the overtime worked unless they are sick or on excused absence. Overtime will not be charged against apprentices who turn down overtime to attend apprentice training classes.

(4) If an employee is sick, or on vacation, or on excused absence, and is offered overtime but refuses it, the employee will not be charged for the overtime refused. This is not to be interpreted as meaning that employee is not subject to call-back while on vacation, as provided in subparagraph 8(b) of this Agreement. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation.

(5) At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero, listed in seniority order and shall become effective upon posting the list at each work location at the regular agreed upon time.

(6) Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.

(7) The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.

(8) If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.

(c)(1) For assignments of an emergency nature such as; storm or rush work where employees are temporarily assigned away from their regular

headquarters and required to be away overnight for the Company or other utilities, in or out of State. The Company will select the work headquarters, classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first. If there is a known need for a specific classification, the employees of that classification should be offered that storm assignment by need. Prior to forcing any employee for the assignment the company will consider requesting volunteers, by classification, from nearby locations provided that this does not create a situation whereby travel crew departure is impacted. Employees who are given less than twelve (12) hours notice of a travel assignment will be given one (1) hour of paid preparation (packing) time prior to the travel assignment.

Transmission, substation and non-overhead crew's talents where possible can be used to facilitate our total Company effort in accordance with the MOU. If the efforts of all are not used to their full potential it should be brought to the attention of the Area Storm Coordinator and the President of the Local Union. They shall discuss and find resolution at the earliest possible time for the benefit of our customers and employees.

(c)(2) These employees shall be paid a minimum of fourteen and one half (14-1/2) hours a day exclusive of meals, each day away from the regular work headquarters, except when the requesting utility has work rule constraints of a less number of hours, for restoration efforts lasting thirteen (13) consecutive days of work, employees will receive one day of paid rest time (8 hrs. straight time) to be observed as follows: one third of the employees covered under this paragraph will observe their paid rest day on the 14th day, one third on the 15th day, and one third on the 16<sup>th</sup> day, this provision will continue for subsequent 13 consecutive day periods until restoration is complete. If any one of the above rest days occurs on the last day of the assignment, the employee will observe the paid rest day on the day following their return to their home work location. The daily starting time will be the scheduled departing time from the lodging location and the ending time will be the actual arrival time back at the lodging location. Employees may request to be replaced on a travel assignment after 21 days. The request shall be granted based on the availability of personnel and the seniority provisions of this agreement. On

the last day of the storm assignment, employees should be paid actual hours worked, including travel time back to their regular work headquarters. The last day of the storm assignment refers to the day the employee returns to their home work location, which does not include overnight lodging.

(c)(3) For restoration efforts within the company's service territory, non-traveling employees directly engaged in the restoration effort, whose management area was directly impacted, will be eligible for the rest day provision described in (c)(2) above. Restoration days will be calculated beginning with the first day of any crew movement within the company's service territory.

(c)(4) Employees not traveling on storm or emergency assignments who remain at their regular work headquarters supporting normal operations that are working extended hours, may request one day of unpaid rest after 13 consecutive days to be observed as follows: one third of the employees covered under this paragraph will observe their unpaid rest day on the 14th day, one third on the 15th day, and one third on the 16th day, this provision will continue for subsequent 13 consecutive day periods until restoration is complete. Consecutive days will be calculated beginning with the first day that crews from that management area depart.

## **48. APPRENTICES IN ALL DEPARTMENTS**

See General for Paragraph 48 conditions "(a)" through "(e)"

(f) Power Systems Joint Apprentice Program:

The Company and Union, recognize that it is necessary to have a highly skilled employee within its labor force, and have therefore agreed to establish the Power System Joint Apprentice Program. The approved Apprentice Program shall be recorded in the Power System Apprentice Standards and Procedures.

It is agreed that adjustments or amendments may be made provided that there is concurrence from the Power Systems Joint Apprentice Committee and the Joint Apprentice Committee. The Company and Union Negotiation Committee shall review for approval any proposed changes that may have an effect on the intent of the Memorandum of Agreement.



1) In each Line Crew, the ratio of apprentices to Line Specialist shall not exceed: one (1) apprentice to two (2) Line Specialist; two (2) apprentices to three (3) Line Specialist; two (2) apprentices to four (4) Line Specialist; and three (3) apprentices to five (5) Line Specialist. When working on new construction not on poles with or crossing energized circuits, the ratio shall not exceed one (1) apprentice to one (1) Line Specialist. For the purpose of this clause, Senior Line Specialist shall be considered Line Specialist.

2) In the Service or Cut-in Crews (two-employee crews) the ratio of apprentices to craft workers shall not exceed one (1) apprentice to one (1) craft worker.

3) In the Repair Technician A (Transformer Shop), and Meter Electrician A and the Cable Splicer classification in the Distribution Department, the ratio of apprentices to craft workers at any one (1) location shall not exceed one (1) to one (1).

4) Ratios as set out in (1), (2) and (3) above shall be determined on the basis of the number of apprentices and corresponding craft workers on the payroll at a working headquarters. The temporary absence of craft workers from a headquarters shall not be considered as affecting the ratio in that headquarters or crew.

5) In all departments when an apprentice has been in the apprentice classification for more than two (2) years and is not competent to become a craft worker, the employee shall not be counted in the apprentice ratio.

6) Gloving will remain voluntary. The gloving test shall be developed by the Company and Union Gloving Committee. The test must have the approval of the Power Systems Joint Apprentice Committee before implementation and will be administered by the Joint Gloving Committee.

The gloving crew ratio of apprentices to craft worker shall not exceed (1) to one (1). This ratio will not be affected by temporary vacancies or absences. At no time will two apprentices work on energized primary together.

(g) Power Systems Apprentice Line Specialist Program:

The Company and Union, recognize that it is necessary to have highly skilled employees within the labor force, and have therefore agreed to the following for the training of Power Systems Apprentice Line Specialists. It is agreed that adjustments or amendments to this program may be made with the proper approval process. This program will be administrated by a subcommittee of the Joint Apprentice Committee to be called the Power System Joint Apprentice Committee. This Committee will be comprised of four (4) representatives, two (2) from the Company and two (2) from the Union.

**Program Eligibility:**

This program is open to all Power Systems employees. All Apprentice Line Specialist jobs will be posted in accordance with Paragraph 20 of the M.O.A. through the J-Post System.

All Apprentice Line Specialist positions will be additions to the staffing model. In case of workforce reductions, the Apprentice Line Specialist classification may be discontinued. Senior qualified applicants will be notified of acceptance into pre-qualification classes and will be considered as candidates until they have successfully completed pre-qualification classes. While attending pre-qualification classes, candidates will be paid at the Service Specialist "B" rate of pay or their current classification, determined by which ever is higher.

Pre-qualification classes will consist of instruction in pole climbing, pole top rescue, hand line operation, knot tying, rope splicing, etc. All candidates must demonstrate proficiency in these required skills to be awarded an Apprentice Line Specialist position after pre-qualification classes. Those candidates who are unsuccessful in graduating from pre-qualification classes will be given one additional opportunity to complete pre-qualification classes provided they are the senior qualified candidate for an Apprentice Line Specialist position in a future training cycle.

Graduates of pre-qualification classes will be awarded the vacant Apprentice Line Specialist job applied for by work location and will have their (106) transferred to Distribution, Safety, Training and Methods Development (T.M.C.) for further training (T.M.C. / Work Location). All

provisions under the M.O.A. regarding show-up, overtime, etc., will apply from this work location.

### **Training Scope:**

The Program will consist of two (2) years of formal program training, one (1) year of continuous on- the-job training and one (1) year of on-the-job experience. All formal program training will be conducted on Company time.

Training will consist of four (4) phases – Basic, Intermediate, Advanced and continuous on-the-job training. Formal training will be conducted at T.M.C. and on-the-job training will be conducted at the awarded work headquarters, or show-up sites on training assignment jobs. Classroom instruction will be divided into modules and will include “how to” instructions followed by live demonstrations and skills practices. After completion of specific modules at T.M.C., Apprentice Line Specialists will return to their work locations to practice the skills included in the module through on-the-job training. Trainers will monitor the on-the-job training to ensure that training emphasis is actually for the module being covered. It will also be understood that in certain instances such as scheduling or overtime opportunities, apprentices may perform work from previous or future modules. Trainers will ensure that all identified skills are practiced and documented. The Apprentice Line Specialists will return to T.M.C. for each module being taught and will be tested on the completed and practiced modules. Comprehensive testing will be conducted to certify successful completion of the training modules.

Apprentice Line Specialists who are unsuccessful in completing training phases will be given the opportunity to re-mediate with increased support from their trainers. These Apprentice Line Specialists will be required to practice on their own time to ensure successful re-mediation. Instructor support time will be covered as hours worked for this period of remediation. Following remediation, those Apprentice Line Specialists who are still unsuccessful will be removed from the program and be given forty-five (45) days to bid a vacant position or be assigned to the classification of Helper at their work headquarters.

Apprentice Line Specialist who voluntarily discontinues their participation

in the program may re-apply for a vacant Apprentice Line Specialist position after one (1) year. Hardship cases will be reviewed by the Power System Joint Apprentice Committee for possible approval.

### **Testing and Certification:**

Following twenty-four (24) months of formal program training, an overall skills test will be conducted. Following successful completion of the overall skills test, the Apprentice Line Specialist will be permitted to take a certification test, provided they have the approval of the Power Systems Joint Apprentice Committee. Apprentice Line Specialists that fail the certification test will not be permitted to retake the test for a period of six (6) months. Upon successful completion of the certification test, Apprentice Line Specialists will be qualified to apply (bid) for vacant Line Specialist positions and will be qualified to relieve as a Line Specialist. All Apprentice Line Specialists will be required to take the certification test following thirty-six (36) months in the program. Upon certification, Apprentice Line Specialists will receive a Certificate of Completion of Apprenticeship from the Company and the I.B.E.W. When certified, Apprentice Line Specialists will receive an additional \$1.00 per hour increase in pay rate and receive a 50¢ increase every six months thereafter until they reach the bottom bracket for the Line Specialist classification.

All Apprentice Line Specialists will be required to complete the Line Specialist certification test after thirty-six (36) months in the program. Those Apprentice Line Specialists who do not successfully complete the certification test after thirty-sixth (36) months in the program will continue to practice their skills and become successfully certified or be removed from the program as stated above.

If, after four (4) years as an Apprentice Line Specialist and the successful completion of all programs and testing, the Apprentice Line Specialist has not been successfully awarded a Line Specialist position, the Apprentice will automatic to Line Specialist and will have forty-five (45) days to be awarded a job. If unsuccessful, the Line Specialist will be placed into a “no qualified applicant” Line Specialist position within fifty (50) miles of their work location. If unable to be placed, the Line Specialist will have his position discontinued and will roll where seniority and qualification allow. Apprentice Line Specialists positions are not in the regular work location

staffing and will not be considered as positions, which can be rolled by qualified craft workers. Line Specialists who are rolled cannot roll an Apprentice Line Specialist position; however, it is not intended to maintain the training position in locations without a need for a Line Specialist. The Company and Union shall meet to determine the correct course of action to minimize the adverse effects of that roll.

### **Program Administration:**

The Company and Union will create a Power Systems Joint Apprentice Committee (PSJAC). This Committee will administer the program and propose necessary changes to the Joint Apprentice Committee, as applicable. Instructors will be selected for this program in accordance with the joint agreement regarding the selection of the Power Systems Instructor classification. These instructors will be paid at the Power Systems Instructor rate. Apprentice Line Specialists may “show-up” at different locations for training purposes in accordance with Paragraph 48.1 of the M.O.A.

Apprentice Line Specialists will not be permitted to apply for vacant Apprentice Line Specialist positions. Transfers will be permitted between locations provided the transfer is within the Apprentice Line Specialist’s training cycle. The Company will make every effort to publish projected dates and locations for future new Apprentice Line Specialist positions. The ratio of Apprentices Line Specialists to Line Specialists will be maintained. Upon certification, the Apprentice Line Specialist will not be counted in this ratio. In certain training assignments, the Apprentice to Craft worker ratio may be exceeded for specialized training. Apprentice Line Specialists will not perform as Line Specialists unless certified and relieved into the appropriate classification.

Apprentice Line Specialists will not be required to work voltages above 600 volts within their first year in the program. The PSJAC will evaluate all Apprentice Line Specialists for accredited time in the program for purposes of working above 600 volts. The final determination to perform this type of work will be up to the Apprentice Line Specialist, the Line Specialist and/or the Lead Specialist with whom they work.

Former Apprentices will be evaluated by Trainers, the PSJAC and will be



given credit time for their technical and practical knowledge. Adjustments in pay for this credited time will be in accordance with Exhibit A of the M.O.A.

(h) Joint Training Programs

1) Power Systems Ground Workers Training will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as said forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.

2) Power Systems Utility Workers Training will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as set forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.

3) Customer Service Meter Electrician A program will fall under the jurisdiction of the Power Systems Joint Apprentice Committee and will follow the same approval guidelines as set forth in the Power Systems Apprentice Program and will be a part of the Standard and Procedures Manual of Training.

## **48.1 SHOW-UP**

(a) All Substation, Transmission, Customer Service, Underground, and Distribution Crews in the Power Delivery and Distribution Business Units shall be show-up with the exception of Division Load Dispatcher, Distribution Dispatcher, Assistant Distribution Dispatcher, Operations Clerk "A" Steno, Operations Clerk and Dispatcher Clerk. These crews will be assigned to a regular headquarters. By giving notice during the employees working hours of any day, show-up employees may be required to report to work on the second day following this notification or later, to either another regular established headquarters or to a show-up site. Employees will receive premium pay when reporting to another service center or show-up site according to Paragraph 41.

Show-up assignments that are at an active headquarters or at any of the predetermined company owned property locations (i.e., inactive service



centers, substations, plant sites etc.) will be re-offered on a quarterly basis (predetermined locations will be designated and modified by mutual agreement of Power Systems and the Business Manager). All other show-up sites will be offered on a specific job(s) basis.

The Distribution Construction Service Center will be utilized to perform minor and major construction work assignments. Show up assignments that are managed from the Construction Service Centers may work multi-job packages. Show up assignments of this nature will be re-offered on a three (3) month basis. Show up assignments for a specific large job may be offered up to a six (6) month period and may be extended an additional three (3) months by mutual agreement of those working the show up.

The expense reimbursement will apply only when show-up employees actually report to a show-up site or another service center except when scheduling by the Company does not allow the employees to report to their Show-up assignment.

Should an assignment last for less than five (5) consecutive days on an eight (8) hour schedule or four (4) consecutive days on a ten (10) hour schedule the show-up employee shall continue to receive the expense reimbursement until the expiration of the regular scheduled period or the higher of the two expense reimbursements if reassigned to another show-up site or another service center during such period.

By giving employees notice during their regular working hours of any day, the employees may be returned to their regular headquarters the next day. If proper notice is not provided, the employee will receive an expense reimbursement for the following day.

The following sequence will be used to fill vacancies or employee show-up assignments at the work headquarters assigned the work:

- (1) Show-up personnel will be offered by classification on a seniority basis, within the work headquarters.
- (2) Show-up personnel will be assigned by classification by inverse seniority, with personnel within the work headquarters.

Employees will be considered for temporary relieving in accordance with

Paragraph 50(a) at their regular headquarters. For temporary relieving assignments at a show-up site, show-up personnel working at the site will be given first consideration, unless a more senior qualified employee is assigned to the site.

Show-up personnel assigned to a show-up site will be eligible for overtime at the regular headquarters, except, when it is known in advance that an overtime assignment would prevent employees from working their full schedule at the show-up site. Holdover and prearranged overtime at a show-up site will be assigned to personnel working at the show-up site first. Call-out overtime occurring at a show-up site will be distributed out of the regular headquarters according to Paragraph 44 of the Memorandum of Agreement. When show-ups are on travel assignments and work overtime at their regular headquarters that run into their regular scheduled hours of work, it will not constitute a break in an employee's assignment and they will continue to receive the appropriate expense reimbursement. For overtime and temporary relieving occurring at a regular established headquarters where show-up personnel are temporarily assigned, show-ups will be considered for the overtime and temporary relieving after the employees not on show-up assignment at that location have been offered the overtime and/or temporary relieving assignment.

Show-up site crews will report for scheduled Safety Meetings and other meetings as necessary, at the work headquarters closest to the show-up site or another designated location which has been mutually agreed to by the Company and Local Union President on Company time and expense. When employees are assigned to another regular established headquarters, they will attend scheduled meetings at that location.

When show-ups are assigned to an existing regular work headquarters other than their regular headquarters for a period of time that exceeds nine (9) months, the Director of Labor Relations and the Business Manager of the Union shall discuss and decide whether the show-ups should be returned to their regular headquarters and/or jobs be posted at the location traveled to by the show-ups.

If show-ups are prearranged to work greater than twelve (12) hours per day for two (2) consecutive days or greater at work locations over twenty-five

(25) miles from their regular headquarters, the Company will provide actual expenses per Paragraph 41 of the Memorandum of Agreement in lieu of the daily expense reimbursement.

All mileage compensation will be calculated on the actual miles from an employee's regular headquarters to the show-up site or another regular established headquarters.

When show-up sites are established, arrangements for security of employees' vehicles, bathroom facilities, job posting notices, water and other items as may be necessary will be made by the Company.

(c) If sufficient notification is not given in (a) and (b) above, then mileage and travel time will be allowed until the second day following the original notification.

(d) All Show-up personnel may be assigned to locations outside the areas specified in (a) above, in which case, they will receive expenses in accordance with Paragraph 41.

## **50. CLASSIFICATION-RELIEVING OR SUBSTITUTING IN ANOTHER**

(a) Any employee designated to substitute, relieve or work temporarily in a higher classification shall receive an additional 5% (five percent) added to his / her regular rate of pay or the minimal of the bracket, which ever is higher, but not to exceed the maximum rate, for all hours actually worked or a minimum of four (4) hours, provided the employee works in such higher classification for one (1) hour or more at any given time (except as otherwise provided in Paragraph 38). The employee shall work the scheduled hours, perform the assigned duties, and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of such higher classification in which the employee is relieving, substituting or temporarily working.

Utility Workers with journeyman qualifications as of this 23<sup>rd</sup> day of February, 2001, will receive relieving pay based upon the relieving process in place prior to the 2000-2004 MOA.

Every effort will be made by the Company, where practicable, to fill jobs under this paragraph according to qualifications and seniority in the particular Work Headquarters. Biweekly lists of temporary relieving time will be posted on bulletin boards.

(b) When an employee is designated to relieve or substitute for another employee or to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification and shall work the scheduled hours, perform the assigned duties, and after twenty-four (24) hours' notice of change of schedule, be subject to the schedules of work of the lower classification in which the employee is relieving, substituting or temporarily working.

(c) Employees may relieve in an equivalent classification if they have no objections or for the purpose of obtaining experience. However; it is not required that an employee relieve sideways without his consent.

(d) When a temporary clerical assignment occurs, the Company will first canvas the employees at that work location for those who may be qualified and would benefit by temporary relieving. If no qualified employees can be identified, the Company may then use temporary clerical help under the following conditions:

1. The temporary clerical assignment shall last for a minimum of 20 workdays (any assignment of less than 20 days will be considered to be 20 days).

2. For work which requires temporary clerical support over and above the normal clerical compliment, each power plant and each division may utilize temporary clerical personnel up to 120 work days in any given twelve month period. Once the use of temporary clerical personnel has reached 120 days (the time need not be consecutive) within a twelve-month period temporary clerical job will be discontinued, or an appropriate bargaining unit job will be posted. Any use of temporary clerical personnel will be cumulative for purposes of determining the 120-day period. As an example, two temporary clerks could work for 60 days in any given twelve month period or four temporary clerks could work

30 days in any given twelve month period.

3. Temporary clerical personnel may be used to fill temporary vacancies within existing bargaining unit clerical classifications. Temporary vacancies will be determined when a bargaining unit employee is unable to fulfill his/her job responsibilities due to maternity leave, extended illness or injury, posted job vacancies, and vacations. The 120 workday period shall also apply to temporary vacancies at each location. This time limit may be extended by mutual consent of the Business Manager and Director of Industrial Relations.

4. When a temporary clerical assignment occurs at a work location, the appropriate Local Union President will be notified of the starting and stopping date of such assignment.

5. This will not change the manner in which injured employees may be assigned under paragraph 7(c) of the Memorandum of Agreement.

### **TEMPORARY ASSIGNMENTS OUTSIDE OF BARGAINING UNIT**

An assignment to a position not covered by the M of A will be considered temporary if the bargaining unit job is retained and not filled through the job posting.

An assignment to a position not covered by the M of A will be considered extended if the bargaining unit job is discontinued or filled through the job posting process.

Employees on temporary assignment (as described above) will be returned for their previous bargaining unit job.

Employees on extended assignment (as described above) will be handled under Paragraph 52 of the M of A.

The Company will advise the Business Manager of the Union of those assignments it intends to handle on a temporary basis.

The Business Manager in turn may notify the Director of Industrial Relations of those assignments of greater than 15 consecutive days, which he wishes to be handled on an extended basis.

Within the next bi-weekly pay period the Company will, at its discretion:

- (a) Return the employee on temporary assignment to his/her regular bargaining unit job.
- (b) Discontinue the job.
- (c) Post and fill the job.

Employees on temporary or extended assignment will be removed from the overtime list of their regular bargaining unit classification and will not be considered for overtime in the classification until they have been returned and begun to work in the classification.

Employees on temporary assignment will be returned to the overtime list with one hour more than the employee with the greatest number of hours. Employees on extended assignment who return will be averaged into the overtime list.



Power Systems Exhibit “A” Hourly Wage Schedules  
Power Systems Division - Distribution

Classifications	Effective 5/1/2008		Effective 8/1/2009 (2.6%)		Effective 11/1/2009 (2.95%)		Effective 11/1/2010 (3.2%)		Increase Every 6 Months
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	
OVERHEAD LINES									
CHIEF LINE LEADER	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
SR LINE SPEC (1)	32.89	32.89	33.75	33.75	34.74	34.74	35.85	35.85	N/A
CREW LEADER	31.16	31.16	31.97	31.97	32.91	32.91	33.97	33.97	N/A
LINE SPEC	31.28	31.28	32.09	32.09	33.04	33.04	34.10	34.10	N/A
CONSTR SPEC * *	29.58	30.38	30.37	31.17	31.29	32.09	32.32	33.12	0.20
LINE SPEC - HOT STICK	28.38	28.38	29.12	29.12	29.98	29.98	30.94	30.94	N/A
APPR LINE SPEC	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
UNDERGROUND ELECTRICAL									
URD SPECIALIST	32.16	32.16	33.00	33.00	33.97	33.97	35.06	35.06	N/A
CABLE SPLICER	31.60	31.60	32.42	32.42	33.38	33.38	34.45	34.45	N/A
NETWORK MAINT ELECT	31.35	31.35	32.17	32.17	33.11	33.11	34.17	34.17	N/A
UG PROD TECH	27.88	27.88	28.60	28.60	29.45	29.45	30.39	30.39	N/A
APPR CABLE SPLICER	24.42	25.47	25.08	26.13	25.85	26.90	26.71	27.76	0.15
ECCAATOR * *	15.08	17.08	15.52	17.52	16.04	18.04	16.62	18.62	0.25
INSTALLER * *	11.61	12.11	11.92	12.42	12.29	12.79	12.70	13.20	0.15
MECHANICAL									
LEAD CONSTR SPEC	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
CONSTR SPEC * *	29.58	30.38	30.37	31.17	31.29	32.09	32.32	33.12	0.20
REPAIR TECH A	30.38	30.38	31.17	31.17	32.09	32.09	33.12	33.12	N/A
REPAIR TECH B (2)	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15

Power Systems Exhibit “A” Hourly Wage Schedules  
Power Systems Division - Distribution

Classifications	Effective 5/1/2008		Effective 8/1/2009 (2.6%)		Effective 11/1/2009 (2.95%)		Effective 11/1/2010 (3.2%)		Increases Every 6 Months
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	
<b>METER</b>									
CHIEF METER ELECT	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
LABORATORY METER ELECT	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
ELECTRONIC TECH - Field	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
ELECTRONIC TECH - MTC	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
METER ELECT A	30.38	30.38	31.17	31.17	32.09	32.09	33.12	33.12	N/A
METER ELECT B	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
APPR METER ELECT	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
METER TESTER	23.18	25.44	23.84	26.10	24.61	26.87	25.47	27.73	0.33
METER INSTALLER	17.94	18.54	18.42	19.02	18.98	19.58	19.61	20.21	0.15
<b>SERVICE &amp; CLERICAL (NON-SHOW UP)</b>									
DIV LOAD DISPATCHER (S)***	36.96	36.96	37.92	37.92	39.04	39.04	40.29	40.29	N/A
DSBN DISPATCHER	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
ASST DSBN DISPATCHER ***	30.02	30.82	30.82	31.62	31.75	32.55	32.80	33.60	0.20
DISPATCHER CLERK (6)	23.71	24.31	24.34	24.94	25.08	25.68	25.90	26.50	0.15
OPERATION CLERK A STENO (6)	19.97	24.17	20.60	24.80	21.33	25.53	22.15	26.35	0.30
OPERATION CLERK A (6)	19.78	23.98	20.60	24.80	21.33	25.53	22.15	26.35	0.30
*** Starting rate for Load Dispatcher reflects NERC Agreement effective 03/04/09									
<b>SERVICE &amp; CLERICAL</b>									
RESTORATION SPEC	31.60	31.60	32.42	32.42	33.38	33.38	34.45	34.45	N/A
DISTRIBUTION INSPECTOR	29.90	30.82	30.70	31.62	31.63	32.55	32.68	33.60	0.20
SERVICE SPEC A	31.02	31.02	31.83	31.83	32.77	32.77	33.81	33.81	N/A
SERVICE SPEC B	22.87	23.92	23.49	24.54	24.22	25.27	25.02	26.07	0.15
EQUIPMENT OPER	23.66	24.46	24.30	25.10	25.04	25.84	25.86	26.66	0.20
CONNECT & DISCONNECT SPEC	22.04	23.09	22.64	23.69	23.34	24.39	24.12	25.17	0.15

Power Systems Exhibit “A” Hourly Wage Schedules  
Power Systems Division - Distribution

Classifications	Effective 5/1/2008		Effective 8/1/2009 (2.6%)		Effective 11/1/2009 (2.95%)		Effective 11/1/2010 (3.2%)		Increase Every 6 Months
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	
GENERAL									
EQUIPMENT OPER	23.66	24.46	24.30	25.10	25.04	25.84	25.86	26.66	0.20
GROUND WORKER	22.04	23.09	22.64	23.69	23.34	24.39	24.12	25.17	0.50
TRUCK ATTENDANT	21.89	21.89	22.46	22.46	23.12	23.12	23.86	23.86	N/A
TRUCK DRIVER HELPER (4)	16.36	16.96	16.80	17.40	17.31	17.91	17.89	18.49	0.15
TRAINEE A	16.89	16.89	17.33	17.33	17.84	17.84	18.41	18.41	N/A
TRAINEE B	15.28	15.28	15.68	15.68	16.14	16.14	16.66	16.66	N/A
HELPER	15.19	16.59	15.62	17.02	16.12	17.52	16.68	18.08	0.20
TRANSFORMER SHOP & TOOL ROOM									
EQUIPMENT REPAIR LEAD	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
ELECTRONIC TECH	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
CHIEF EQUIP REPAIR SPEC	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
REPAIR TECH A TOOLS	30.38	30.38	31.17	31.17	32.09	32.09	33.12	33.12	N/A
REPAIR TECH A	30.38	30.38	31.17	31.17	32.09	32.09	33.12	33.12	N/A
REPAIR TECH B	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
APPR REPAIR TECH A TOOLS	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
APPR REPAIR TECH (xfmr shop)	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
COMMUNICATION, CONTROLS AND PROTECTIVE EQUIPMENT									
COMM & BATTERY SPEC	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A

\*\* Non-Climbing Classification  
\*\*\* See General section Abbreviations (ME)

## **EXHIBIT “A” HOURLY WAGE SCHEDULES Distribution**

### **– Customer Service**

#### **NOTES**

(1)

(a) On Senior Line Specialist Crews the Company may, at its discretion, add one (1) additional employee in the classification of Ground Worker or lower. On Senior Line Specialist Line Crews, the additional employee may be in a classification higher than Ground Worker, provided the employee is unable to climb due to physical limitations or provided the employee replaces a craft worker or apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Line Specialist Crew as a fifth employee at any time.

(b) If any additional employees are added to the crews provided under (a), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist during such period.

(c) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist Overhead Line Crews will consist of up to four (4) employees, a Senior Line Specialist and any combination of the following classifications, Line Specialist, Apprentice, Equipment Operator, Ground Worker, or Helper. If the crew is increased to five (5) employees, the Senior Line Specialist will receive Chief Line Specialist pay; however, the employee will be required to work with tools. If the crew is increased to more than five (5) employees, then the Senior Line Specialist's duties will be those of a Chief Line Specialist.

(d) When three (3) or more craft workers are present at a job site, the senior person shall be paid at the Senior Line Specialist's rate.

(2) Will receive temporary relieving pay as a Repair Technician “A” when working on vault or street lighting construction or reconstruction involving craft worker's work and the employee performs the duties of a craft worker.

(3) Will not be required to work with tools when directing a crew which

includes more than two (2) craft workers in addition to the employee, except for the purpose of instruction.

(4) With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive ten cents (10¢) per hour additional to their position in the pay scale bracket.

(5) Senior Line Specialist may be in charge of any combination of lower classifications up to a total of four (4) people.

(6) Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, 'A' Clerk or 'A' Clerk Steno will be paid a premium of fifty cents (50¢) per hour.

*(7) Transferring of Uninvestigated Trouble Tickets, The following process for handling uninvestigated trouble tickets has been agreed to by the Company and Union. This document was written to provide clarification on when uninvestigated trouble tickets could be transferred to the Service Center and who will be responsible for issuing the tickets upon receipt at the Service Center. It is also our desire to settle all current disputes arising from this issue of transferring uninvestigated trouble tickets and to prevent any further disagreements.*

*The most effective and desired method for handling uninvestigated trouble tickets is to have them remain within the jurisdiction of the Distribution Dispatcher at the Dispatch Center. However, if the volume of these tickets exceeds the Dispatcher's ability to effectively dispatch, and/or the investigators (Restoration Specialist) ability to effectively investigate the tickets in a timely manner, and there are available crews in the Service Center that could be utilized effectively. The Dispatch Supervisor will authorize the release of uninvestigated tickets to the Service Center. The number of uninvestigated tickets transferred to the Service Center will be limited to the population of crews available to investigate those tickets transferred. Once referred tickets become available and the crews can be used effectively with the preferred process (Investigate-Refer), the transfer of uninvestigated tickets will cease. As crews become available this process could recycle throughout the event.*

*Once tickets are released to the Service Center, it will be the responsibility of the Dispatcher Clerk to utilize their skills to issue tickets to these Service Center crews to be investigated.*

#### *Notes*

- 1. Dispatching of tickets is a function of the Bargaining Unit.*
- 2. Dispatcher Clerks or any Bargaining Unit employee performing the duties of the dispatching uninvestigated tickets at the Service Center will be paid at the Dispatcher Clerk rate of pay or maintain their current rate of pay if at a higher rate.*
- 3. The selection of uninvestigated tickets to be moved from the Distribution Dispatch Center to the Service Center will be selected by the Distribution Dispatcher and/or Dispatch Supervisor then moved by the Distribution Dispatcher in a timely manner.*
- 4. Distribution Dispatchers will move all uninvestigated tickets from the Dispatch Center to include those to a Contract Administrator if situation necessitates movement.*
- 5. It is not the intent of this letter to replace Distribution Dispatchers with Dispatcher Clerks on overtime.*

#### **GENERAL**

A pole hole digger will be operated by a craft worker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.



Power Systems Exhibit “A” Hourly Wage Schedules

Power Systems Division - Delivery

Classifications	Effective 5/1/2008		Effective 8/1/2009 (2.6%)		Effective 11/1/2009 (2.95%)		Effective 11/1/2010 (3.2%)		Increase Every 6 Months
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	
<b>OVERHEAD LINES</b>									
CHIEF LINE LEADER	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
<b>TRANSMISSION LINES</b>									
CHIEF LINE SPEC	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
SR LINE SPEC	32.89	32.89	33.75	33.75	34.74	34.74	35.85	35.85	N/A
LINE SPEC - HIGH VOLTAGE	31.28	31.28	32.09	32.09	33.04	33.04	34.10	34.10	N/A
<b>SUBSTATION</b>									
CHIEF SUBSTATION ELECT(2)	33.33	33.33	34.20	34.20	35.21	35.21	36.33	36.33	N/A
SR SUBST ELECT (1)	32.89	32.89	33.75	33.75	34.74	34.74	35.85	35.85	N/A
LEAD ELECT (4)	32.03	32.03	32.86	32.86	33.83	33.83	34.91	34.91	N/A
ELECT SUBST (4)	31.28	31.28	32.09	32.09	33.04	33.04	34.10	34.10	N/A
APPR ELECT SUBST	23.43	24.48	24.07	25.12	24.81	25.86	25.63	26.68	0.15
<b>SERVICE &amp; CLERICAL (NON-SHOW UP)</b>									
DIV LOAD DISPATCHER (S)***	36.96	36.96	37.92	37.92	39.04	39.04	40.29	40.29	N/A
DISPATCHER CLERK (6)	23.71	24.31	24.34	24.94	25.08	25.68	25.90	26.50	0.15
OPERATION CLERK A STENO (6)	19.97	24.17	20.60	24.80	21.33	25.53	22.15	26.35	0.30
OPERATION CLERK A (6)	19.78	23.98	20.60	24.80	21.33	25.53	22.15	26.35	0.30
<b>SERVICE &amp; CLERICAL (SHOW UP)</b>									
PATROL PERSON * *	30.38	30.38	31.17	31.17	32.09	32.09	33.12	33.12	N/A
EQUIPT OPER	23.66	24.46	24.30	25.10	25.04	25.84	25.86	26.66	0.20
UTILITY WORKER	18.59	23.09	19.19	23.69	19.89	24.39	20.67	25.17	(NOTE 3)
TRUCK ATTENDANT	21.89	21.89	22.46	22.46	23.12	23.12	23.86	23.86	N/A
TRUCK DRIVER HELPER	16.36	16.96	16.80	17.40	17.31	17.91	17.89	18.49	0.15
HELPER	15.19	16.59	15.62	17.02	16.12	17.52	16.68	18.08	0.20

\*\* NON CLIMBING CLASSIFICATION

\*\*\* Starting rate for Load Dispatcher reflects NERC Agreement effective 03/04/09

# **EXHIBIT “A” HOURLY WAGE SCHEDULES**

## **POWER DELIVERY**

### **NOTES**

(1)

(a) The Senior Substation Electrician four person Substation Crew in the Power Delivery Business Unit will consist of a Senior Substation Electrician, two (2) craft workers, or one (1) craft worker and one (1) Apprentice, Utility worker or Helper. If this crew is increased other than as provided for in (b) of this note, by one (1) or more employees, the duties of a Senior Substation Electrician will be those of a Chief Substation Electrician during such period.

(b) On Senior Substation Electrician crews the Company may, at its discretion, add one (1) additional employee in the classification of Utility worker or lower. On Senior Substation Electrician crews, the additional employee may be in a classification higher than, provided the employee is unable to climb due to physical limitations or provided the employee replaces a craft worker or apprentice who is unable to climb due to physical limitations. An Equipment Operator may be added to a Senior Substation Electrician as a fifth crew member at any time.

(c) If any additional employees are added to the crews provided under (b), then the duties of a Senior Line Specialist will be those of a Chief Line Specialist or Chief Substation Electrician during such period.

(d) Effective upon ratification of 1981 Memorandum of Agreement, Senior Line Specialist will consist of up to four (4) crew members a Senior Line Specialist and any combination of the following classifications, Line Specialist-High Voltage, Apprentice, Equipment Operator, Utilityworker, or Helper. If the crew is increased to five (5) crew members, the Senior Line Specialist will receive Chief Line Specialist pay, however, the employee will be required to work with tools. If the crew is increased to more than five (5) crew members, then the Senior Line Specialist's duties will be those of a Chief Line Specialist. This provision will in no way effect the present crew makeup of substation crews.

(e) When three (3) or more craft workers are present at a job site, the senior

person shall be paid at the Senior Line Specialist's rate.

(2) Will not be required to work with tools when directing a crew which includes more than two (2) craft workers in addition to the employee, except for the purpose of instruction.

(3) Utilityworker - increase each 6 months:

6 months (75¢) 12 months (75¢) 18 months (50¢)

24 months (50¢) 30 months (50¢) 36 months (50¢)

42 months (50¢) 48 months (50¢) 54 months (50¢)

Utilityworker Ratio change to maximum of one (1) Utilityworker to two (2) Craft workers.

(4) Lead Electrician Crew:

(a) Consists of up to five (5) Substation personnel which may include no more than two (2) craft workers and/or Substation Electrician Crew;

(b) Consists of up to three (3) personnel which may include no more than one (1) craft worker.

(c) Crew size and make up include the craft worker running the crew.

(d) Any time the crew complement is expanded beyond the above allowable size or complement the appropriate crew leader shall receive the appropriate next higher rate of pay.

(5) With the exception of training assignments, employees in this classification who handle payroll and records of a crew of more than two (2) employees shall receive ten cents (10¢) per hour additional to their position in the pay scale bracket.

(6) Work locations where clerical staffing levels are for one Clerk, the Dispatcher Clerk, "A" Clerk or "A" Clerk Steno wages will be increased by fifty cents (50¢) per hour.

## **GENERAL**

A pole hole digger will be operated by a craft worker or a Senior Line Specialist where the pole hole digger is a separate operation from the truck.

### **EXHIBIT “A” SHIFT DIFFERENTIALS**

A shift differential will be applicable to employees in classifications designated by (S) in any “Exhibit A”, and any Distribution, Power Delivery Business Unit employees and employees who temporarily relieve in such classifications.

If fifty (50%) percent or more of an employee’s regular straight-time scheduled shift falls between the hours of 4:00 p.m. and 12:00 midnight, the employee shall receive a shift differential of sixty cents (60¢) per hour for all hours actually worked in such shift.

If fifty (50%) percent or more of an employee’s regular straight-time scheduled shift falls between the hours of 12:00 midnight and 8:00a.m the employee shall receive a shift differential of seventy-five cents (75¢) per hour for all hours actually worked on such shift.

For all Distribution and Power Delivery Business Unit employees, all regular scheduled straight time hours worked on Saturday and Sunday will receive a weekend differential of one dollar (\$1) per hour, no other differential will be paid. All call out overtime hours worked on Saturday and Sunday will be at the overtime rate exclusive of the weekend differential. The weekend differential will apply to holdover overtime or to a regular scheduled employee called out ahead of their normal scheduled starting time.

Except as amended above, an employee who works overtime in a classification in any Exhibit “A” designated by “(S)”, and any Distribution, or the Power Delivery Business Unit during hours to which a differential would be applicable on straight-time, then such employee shall have the applicable differential included in the employees regular rate for overtime computation.

## **SHIFT DIFFERENTIAL CLARIFICATION**

Any non-rotating Distribution employee whose full, regular straight-time schedule falls between 6:00 A.M. and 7:45 P.M. on Monday, Tuesday, Wednesday, Thursday or Friday will not be entitled to any differential at any time.

Any non-rotating Distribution employee that works 50% or more of their regular straight time schedule between the hours of 4 P.M. and 8 A.M.,

Monday, Tuesday, Wednesday, Thursday or Friday, shall be entitled to the evening or midnight differential for any hours worked, except Saturday and Sunday.

Example: Regular Schedule, 3 P.M. - 11 P.M., Holds Over Until 2 A.M.  
From: 3P.M. - Midnight, \$.60 per hour (Monday - Friday)  
From: Midnight - 2 A.M., \$.75 per hour (Monday - Friday)  
From: Midnight - 2 A.M., \$1.00 per hour (Saturday)

Example: Regular Schedule (Tuesday - Saturday), 3 P.M. - 11 P.M.  
Holds Over on Saturday Night to 2 A.M.  
Sunday morning: From 3 P.M. - 2 A.M. - \$1.00 per hour

Example: Regular Schedule (Wednesday - Sunday), 3 P.M. - 11 P.M.,  
Holds over on Sunday Night to 2 A.M. Monday morning:  
From: 3 P.M. - Midnight, \$1.00 per hour  
From: Midnight - 2 A.M. \$.75 per hour

Any “rotating” Distribution employee who works a schedule during hours to which a differential would be applicable on straight-time, then such employee shall receive the applicable differential on overtime. (Applies to all days of the week).

Example: Regular schedule 3 P.M. - 11 P.M. Tuesday, Wednesday, Thursday; 7 A.M. - 3 P.M. Friday and Saturday, off Sunday, Monday.

For any overtime (Holdover or Callout) the following would apply;

Tuesday through Thursday from 11 P.M. to Midnight -  
\$.60 per hour

Tuesday through Friday from Midnight - 8 A.M. - \$.75 per hour

From 4 P.M. - Midnight - \$.60 per hour (Monday and Friday)

From 12 A.M. (Saturday) - Midnight (Sunday) - \$1.00 per hour

From 12:01 A.M. (Monday) - 8 A.M. (Monday) - \$.75 per hour

Example: Regular schedule 11:30 A.M. - 7:30 P.M., Tuesday, Wednesday, Thursday, Friday, Saturday; off Sunday and Monday. Holds over until 2 A.M. Saturday morning; From 7:30 P.M. - Midnight - \$.60 per hour From Midnight - 2 A.M. - \$1.00 per hour

Any non-rotating Distribution employee regularly scheduled to work Saturday and/or Sunday shall be entitled to the weekend differential if 50% or more of that schedule is on Saturday or Sunday. Any overtime hours worked on Saturday or Sunday shall not be entitled to weekend differential unless the hours worked are tied to their regular schedule straight-time hours.

#### Saturday and Sunday Examples

Example Regular Schedule 8 A.M. - 4 P.M., Called Out at 6 A.M. and continues work until 4 P.M. From 6 A.M. - 4 P.M., \$1.00 per hour

Example: Regular Schedule 8 A.M. - 4 P.M., Holds Over until 9 P.M. From 8 A.M. - 9 P.M., \$1.00 per hour

Example: Regular Schedule 8 A.M. - 4 P.M., Called out at 1 A.M., works until 5 A.M. - No differential is applicable for overtime hours

Example: Regular Schedule 10 A.M. - 6 P.M., Called out at 8 p.m., works till 12 Midnight - No differential is applicable for overtime hours.



Intent of fifty percent (50%) rule for 4 P.M. - Midnight and Midnight - 8 A. M.

Fifty percent (50%) of your regular scheduled straight -time hours must fall within the appropriate timeframe in order to receive the applicable differential.

Example: Regular Schedule, 10 A.M. - 6 P.M. -  
No differential is applicable

Example: Regular Schedule, 2 P.M. - 10 P.M. From 2 P.M. - 10 P.M.,  
\$0.60 per hour

Example: Regular Schedule: 11 P.M. (Friday) - 7 A.M. (Saturday) From:  
11 P.M. - 7 A.M., \$1.00 per hour will be received for all 8 hours  
of the regular schedule worked.

Example: Regular Schedule (straight-time), 11 P.M. (Sunday) - 7 A.M.  
(Monday) \$.75 per hour will be received for all hours worked.

## **MISCELLANEOUS – POWER SYSTEMS**

### **TRANSMISSION CREWS**

(1) The Company proposes to separate Transmission work from Distribution. New transmission crews will be posted as bare-hand show up crews or non bare-hand show up crews. They shall be covered by the provision of paragraph 48.1, except show up assignments may be for less than five (5) days. By giving show up personnel notice during their regular working hours of any day, they may be required to report to a different show up site the next work day.

(2) Travel assignments for show-up or travel shall be paid according to paragraph 41.

(3) Call out or prearranged overtime involving Transmission work will be offered to Transmission crews per paragraph 44. After available Transmission personnel in the area have been utilized, Transmission crews may be supplemented by Distribution employees as may be necessary.

These crews will not normally be assigned to Distribution work. However, there may be times when they will be assigned jobs such as Transmission work orders where Distribution is involved.

(4) Under emergency conditions, these crews can be utilized to do any type of work that would normally be assigned to any overhead line crew. Such assignments will be made only after available Operation Crews in close proximity to the emergency have been utilized.

(5) The complement at locations having bare-hand crews will consist of at least one (1) Chief Line Specialist, one (1) Senior Line Specialist, four (4) Line Specialist, certified to do bare-hand work and the balance of the crew to be made up of any other applicable transmission classifications. The crew size at any location shall be no less than eight (8) personnel. Employees holding bare-hand certification will receive a fifty-cent (50¢) per hour premium. The company will determine the locations of barehand crews retaining certifications. Only personnel specifically trained and qualified for bare-hand work will serve as Chief Line Specialist or work on energized conductors, using the bare-hand technique. This includes personnel on the structure when the combination technique is being used.

(6) Any time a crew is performing the bare-hand technique, there will be a Line Fore Person present.

(7) There will be a committee of four (4) people appointed to formulate work procedures using the bare-hand method. Two (2) members will be appointed by the Company and two (2) by the Union. Any person serving on this committee will have to complete the bare-hand training. This committee may be used to demonstrate new work procedures.

(8) New work procedures or safety rules developed will be presented to the Joint Safety Committee before being used by the crews.

## **GROUND WORKER IN TRANSMISSION AND DISTRIBUTION**

Ground Worker positions will be posted according to Paragraph 20 of the Memorandum of Agreement. A ratio not to exceed one (1) Ground Worker to one (1) Apprentice shall be established in Distribution on a system wide

basis. The ratios and training progress will be reviewed quarterly with the Business Manager or the Business Manager's designee. This ratio applies to Apprentice Line Specialist and Apprentice Cable Splicer. Any of these Apprentice jobs which are posted "No Applicant" or "No Qualified Applicant" will be re-posted as a Ground Worker position and will not be included in the ratio stated above. This provision is made with the intent to "staff the job". If this results in an obvious inequity, the Director of Labor Relations and Business Manager of the Union will meet to resolve this issue.

## **ASSIGNMENTS FOR STORM TRAINING AND RESTORATION**

The Company and the Union agree that the acute shortage of personnel experienced in construction work, during the emergency following a hurricane, makes it necessary to perform as many tasks as possible with people from other departments so that the experienced personnel can be used to the best advantage on actual construction work.

The storm assignments for many people are not closely related to their normal work. In these cases, experience, proficiency and seniority in their normal work are not a measure of ability to handle a particular storm assignment. Even though training is provided personnel assigned to a storm organization, it is by no means sufficient in itself to completely qualify an individual for a particular assignment. For these reasons, the Company shall have the right during storm training and following an actual storm to assign, and/or reassign each Area Clerk, Utility Employee, Area Supervisor, Guide, Messenger, Crew Supervisor, and Group Crew Dispatcher according to the needs rather than by job title, classification or seniority.

As to selection of employee to perform work, the distribution of overtime provision in the Memorandum of Agreement will not be considered applicable to the storm training assignments and classification; however, any overtime performed by an employee will be charged to the employee.

When a bargaining unit employee is assigned to work as an Area Supervisor or Crew Supervisor under the Storm Program, the employee will receive the rate of pay of an Assistant Supervisor or the employee's own, whichever is the greater amount, when the overtime for the pay period involved is finally computed.

- Any employee designated to work temporarily in a higher classification shall be paid at the rate of such higher classification, provided the employee works in such higher classification for one (1) hour or more at any given time.
- On call-outs and prearranged overtime, an employee designated to work in a higher classification shall be paid at the rate of such higher classification for the time that the employee is actually working in such higher classification.

When an employee is designated to work temporarily in a lower classification, the employee shall receive the rate of pay of the employee's own classification.

Employees while in storm training classes shall receive the rate of pay of their own classification. When training is moved to the area headquarters, and area headquarters are established with field checks being made, the Utility Employee shall receive the rate of pay of Patrol Person, the Area clerk shall receive the rate of pay of "A" Clerk, the Group Crew Dispatcher shall receive the rate of pay of Dispatcher Clerk, the Messenger and Guide shall receive the rate of pay of Truck Driver Helper, or the rate of pay of their own classification, whichever is higher. The reference to the classifications Area Clerk, Utility Employee, Guide, Messenger and Group Crew Dispatcher are temporary designations for use during storm training and on restoration work following an actual hurricane. These references are not to be interpreted as including such classifications under Exhibit "A" in the Memorandum of Agreement between the Company and the Union.

## **WELDING OF ALUMINUM BUS STRUCTURE**

It is agreed that such welding of aluminum in substations which is performed by Company personnel may be done by qualified Production Department Maintenance personnel who are trained in this work. At such time as there becomes a sufficient amount of this work to warrant training Substation Maintenance personnel to do it, the Company agrees to do so.

## **DIRECT BURIAL SYSTEMS**

Underground crews (Cable Splicer Crews) will be used exclusively to build and maintain manholes and vaults (stack, concrete enclosed, wire

enclosed) in areas where they are assigned. In outlying areas where no underground crew is available, the Company will have the right to relieve employees who have previously been a Cable Splicer and are qualified to perform this work. If a qualified Cable Splicer is not available, a Cable Splicer or underground crew will be traveled from locations the Company selects.

Overhead crews may be assigned to do any direct burial system jobs they are qualified to do. This includes installing duct or similar type material and pulling cable in same. Splices, terminations and connections made by overhead line personnel will be restricted to those not requiring hot metals or hot compounds. For pulling cable into vaults, overhead crews will be restricted to pulling cable into new vaults that have not been energized.

Service Specialist "A" may be utilized to run direct buried services which may require installation of conduit and pulling of cable, with the same restrictions on the use of hot metals or compounds as above.

Prearranged overtime involving construction or maintenance of direct burial systems will be assigned to either overhead or underground personnel in a working headquarters. If the job has not been started on regular time, the overtime will be assigned to the group with the lowest average number of overtime hours per person. Jobs which have been begun by overhead crews and involve overtime for completion will be assigned to overhead crews. The same principle applies to underground crews.

For emergency repairs, when service is interrupted to a vault, crew assignments will be determined by how long repairs will take and what expertise and employee power are needed. Available overhead crews may be utilized to initiate restoration repairs until underground crews arrive to complete the restoration.

The Company agrees that when a Cable Splicer crew consists of more than three (3) persons, the senior qualified employee will receive Lead Construction Specialist pay, however, the employee will be required to use tools. If the crew size is increased to more than five (5) persons, the employee will not be required to use tools except for instructional purposes.



On overhead crews, Chief Line Specialist pay shall be paid as spelled out in the Power System Exhibit "A", Note (1)(d).

Note: This agreement does not change the existing policy to call out underground crews for vault restoration.

## **LETTER OF AGREEMENT – JANUARY 26, 1974**

The gloving issue is both highly controversial and emotional. Recognizing that it deals not only with safety of employees but also a safety rule now in effect, the entire matter will become the responsibility of the Joint Safety Committee. The Joint Safety Committee will, in turn, formulate a procedure by which the subject of voluntary gloving 7.6 KV to ground will be thoroughly researched and studied.

It is hoped that an acceptable recommendation for implementation of this procedure can be proposed by the Joint Safety Committee. In the event the Joint Safety Committee cannot make an acceptable recommendation on implementation of the gloving procedure by January 1, 1975, a three (3) employee committee will be established, composed of one (1) member designated by the Union and one (1) member designated by the Company, and a third member selected by the Union and Company designees. The committee will decide the issue within thirty (30) days after submission of the dispute. In the event the Union and Company designees are unable to agree upon a third member to serve on the committee, a list of five (5) impartial persons will be obtained from Mr. W. J. Usery Jr., Director, Federal Mediation and Conciliation Service. The Union and Company designees will each strike two (2) names, with the remaining one becoming the chairman. The committee selected as outlined above shall decide gloving procedures to be used for the remainder of this contract period.

For the Union  
/s/ **J. H. Niles**

For the Company  
/s/ **J. E. Stall**

## **Amendment to Letter of Agreement 1-26-74**

Change gloving procedures to provide for voluntary gloving of 13.2 KV to ground. The revisions and changes necessary to implement the gloving of 13.2 KV to ground into the gloving program will be made by the Joint Gloving Committee, with the approval of the Joint Safety Committee.



## **POWER SYSTEMS, STATIONS SAFETY COORDINATOR**

In recognition of safety being a value at Florida Power and Light, it is agreed that a Safety Coordinator Position will be created to help establish and communicate the Value of safety to the Employees of the Substation Department of the Power Systems, Stations.

While it is the sincere desire of both Parties to cultivate a safe working environment by bringing about a “Total Safety Culture” among all employees, the parties believe that this position will enhance that desire while furthering the “**Value**” of safety to the employees of the Power Systems, Stations.

### **I. Coordinator:**

- a) There will be a coordinator selected by the Business Manager of System Council U-4 of the I.B.E.W.
- b) The Employee selected will come from the Bargaining Unit and Business Unit and will be mutually agreed upon by the Director of the Power Systems, Stations.
- c) The position will be a direct report to the Director of Stations.

### **II. Coordinator Salary and Terms:**

- a) The Coordinator will be paid at the top bracket of Maintenance Foreman rate of pay.
- b) The Coordinator will receive raises per Exhibit “A” of the Memorandum of Agreement during their tenure as the Safety Coordinator.
- c) The position will be filled for a minimum period of two (2) years from the date of signature. At the end of this term, the Business Manager and the Director of Power Systems, Stations will jointly re-evaluate the need for and structure of the position. If deemed necessary to replace the existing Coordinator, the process described in Paragraph I a&b shall be followed.
- d) Upon exiting the position of Safety Coordinator, the Employee shall return to the original position, or go to the

Classification and Location where his/her qualifications and seniority will allow per the M.O.A. Any employee displaced by this action will be absorbed then eliminated by attrition.

e) The position of Safety Coordinator shall not be rolled, however, the vacant position last held by that person in the Business Unit can be rolled by a senior qualified person.

### III. Coordinator Duties:

a) Schedule safety functions relating to the Power Systems, Stations Joint Safety Committee and the Local Joint Advisory Safety Committees.

b) Provide communications to the Local Joint Safety Committees, all up dates, near misses and accidents, assist the L.J.A.S.C.'s in their needs for local safety meeting's and perform field visits on a routine basis.

c) Assist in all new safety equipment evaluations and safety related work process evaluations.

d) Coach and facilitate a safe work culture within the organization.

e) Work with all levels to evaluate behaviors and practices to both facilitate and develop opportunities to engage all individuals as participants in a "Safe Work Culture."

f) Provide guidance and training consistent with the growth and development of a safe work culture.

g) Execute Safety 2000 concepts.

## **REVENUE PROTECTION**

Locations will be established in the Company wide areas to perform work associated with Revenue Protection. Revenue Protection Meter Electrician "A" at these locations will be expected to perform any work normally performed by Meter Electrician, plus Revenue Protection investigations.

Overtime associated with Revenue Protection within the area will be distributed within those headquarters. These will be considered area crews for the purpose of overtime assignments relating to Revenue Protection. Upon approval of the Memorandum changes, Revenue Protection Meter Electrician “A” jobs will be posted as soon as practical, based on the current needs Company wide.

Non-Bargaining-Unit personnel will disconnect meters (all self-Contained residential accounts and single-phase commercial accounts) only in the course of collecting on accounts for nonpayment and will install lock rings in the same course of collecting activities.

Bargaining-Unit personnel will perform:

1. All disconnects of meters for any reason other than for nonpayment.
2. All connect and reconnects of meters, including reconnect on non-pay.
3. All initial installations of lock pins.
4. Installation of lock rings in cases where it is required to pull the meter before installing and any time lock rings are to be installed on a broad basis.
5. All pulling of meters in the course of current diversion investigations.

**SITUATION:** At present (February 1, 1995) there are eighteen (18) Meter Electrician “A” positions in the Revenue Protection Department. Due to increasingly competitive bids by contractors, the metering work is currently in an unfavorable competitive position. This Memorandum is being proposed to make the Revenue Protection Meter Electrician more competitive.

**RECOMMENDATION:** Reinstate the Meter Electrician “B” position in the Revenue Protection Department which was discontinued via a Memorandum of Understanding dated October 21, 1957.

## **RESPONSIBILITIES:**

- Perform all functions of the Meter Electrician classification as implemented in the Distribution and Customer Service business unit.

- Perform Revenue Protection investigations on self-contained meters.

Any qualified Meter Electrician “B” working on code 99/K base self-contained meters, or tap/retap Florida Power & Light service, or correcting a current diversion condition that is energized, will receive a minimum of one hour premium pay (equal to that of Meter Electrician “A” hourly rate of pay). Only Meter Electrician “B” who have successfully completed the Apprentice Meter Electrician program will be allowed to relieve in the Meter Electrician “A” classification.

### **IMPLEMENTATION PLAN:**

At the present time, through attrition, there are two (2) open positions. Upon ratification of this MOU, these positions will be filled with Meter Electrician “B” through the job posting procedure. Meter Electrician “A” positions in the Revenue Protection Department may be replaced with Meter Electrician “B” positions, only through attrition.

### **DISCONNECT AND RECONNECT**

This proposal to allow licensed certified Electricians to cut service at the customer’s weather head is not intended to reduce staffing levels, but rather improve overall utilization of our service crews across the system. Over time it is anticipated this process improvement will provide higher levels of customer satisfaction and a more efficient work force. The Distribution Business Unit is committed to operate efficiently and safely while preserving the employees of the Company and Bargaining Unit positions and work.

How non-FPL disconnects will be done:

- Only single phase services of 200 amp or less.
- Voluntarily by licensed and certified Electricians.
- Work is to be permitted by the proper authority.
- Cutting of service will only be on customer’s wire or cable.
- Where the service is not being relocated and service attachment is undisturbed.

FPL will perform all work associated with reconnection of the service This new policy is entirely voluntary for the Electrician involved. The decision

to perform the disconnect function, when approved by FPL, shall be the sole decision of the Electrician involved on each D&R. FPL shall determine in each individual case if the Electrician will be authorized to perform the disconnect function of the D&R.

This policy will be reviewed by the Company and Union at the request of either party.

## **COMPOSITE POWER SYSTEMS - TRANSMISSION CREWS**

The Company and the Union agree to the following issues:

- A joint team of two members appointed by the Company and two members appointed by the Union will be used to review the bid methodology developed by the Company. Bids will be prepared jointly by management and crew members of the bidding location.
- Large construction projects which are outside the resources of any Power System Business Unit “area” will be offered to a composite crew. Composite crews shall have a Chief Line Specialist from the Power System Business Unit. All other crew members may come from any Power System Business Unit “area” or temporary workers for any combination of classifications necessary. The identified Chief Line Specialist will participate in the bid process. Temporary workers may be used if the workload of the Power System Business Unit is such that the composite crew cannot be filled by Florida Power and Light Company regular employees. Available and qualified Power Systems personnel by classification, shall be used before temporary employees.
- For the composite construction crew, initial work (first job) will be assigned on an as need basis, but prior to subsequent work assignments, competitive bids will be secured between Florida Power and Light Company and the contractor workforce. All work to be accomplished on a bid basis will be awarded to the lowest evaluated bidder.
- On small and medium size construction projects, the area responsible will have first right to the work based on workload and in service dates.

- If the existing area workload is such that additional construction work cannot be accomplished by the area complement, the project will be included in the bidding process.
- It is agreed between the Company and Union that temporary employees will be furnished through System Council U-4 , International Brotherhood of Electrical Workers. A temporary employee is one who is employed by the Company for a job within the Power System Business Unit for a limited time on a purely temporary basis. Temporary personnel will be paid at the minimum of the wage scale of the corresponding classifications covered by the Memorandum of Agreement; Line Specialist, Equipment Operator or Ground Worker. Experienced Ground Workers will be paid at the maximum of the wage scale when experienced Ground Workers are requested. Temporary employees will not be allowed to temporary relieve into another Bargaining Unit classification. It is agreed that regular full-time Florida Power and Light Company Ground Workers or Utility Workers in Power Delivery will be offered temporary relieving into Craft Workers classifications provided they have successfully held that classification or have completed the Apprentice training requirements of that classification before temporary Craft Workers are used. These temporary employees will be paid for any holiday that occurs during their employment provided they work the scheduled day prior and the scheduled day after. The Company will collect Union dues, pay for overtime as provided by the Memorandum of Agreement, furnish appropriate protective equipment (including gloves) and have the sole right to determine continued employment. Temporary employees will not be eligible for any of the following: medical or dental insurance; pension benefits; thrift plan; sick pay; DIF; SIF; jury duty; vacation; shift differential; travel pay; lodging; pay for meals; bidding, rolling or recall rights; or the establishment of seniority. Temporary employees will work for a regular full-time Florida Power and Light Company employee assigned as “Chief/Senior Line Specialist.” The Company agrees to offer temporary employment to qualified laid off employees from all departments of the Company prior to hiring temporary employees from other sources. This will not affect laid off employees recall right’s under



Paragraph 21 of the Memorandum of Agreement.

- In the event the composite crew cannot be filled on a voluntary basis by locations, selected by management, the crew may be staffed in inverse seniority order.
- The number of employees that may be forced by inverse seniority may be no more than the following: GNT-2, SST-1, MWT-3, SET-3, COT-2, FMT-1, PBT-2 and SOT-3.
- Crew members when on assignment, are not eligible for call-out or prearranged overtime at their normal work location, if it would prevent the employee's from working the employee's fall schedule on the project.
- All overtime associated with the construction project will be worked by the crew assigned to the project. Regular Florida Power and Light Company employees shall be offered any overtime before any temporary employees.
- Compensation for travel shall be paid according to Paragraph 41 of the Memorandum of Agreement.
- The Company shall provide through existing inventory, or by lease, the vehicles and equipment necessary to complete the work in an orderly fashion.
- Measures of the crews performance shall be jointly developed, based on the information developed by the Joint Transmission Construction Team. These measures would include total cost per man hour and performance against bid price of work.

# POWER SYSTEMS SUPPLEMENTAL

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## NOTES

## NOTES



# 2010 CALENDAR YEAR

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# 2013 CALENDAR YEAR

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## April 2013

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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August 2013

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## October 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				