

Tentative Agreement Package
Tampa Electric Company
IBEW Local 108
PRESENTATION

July 10, 2019

Gender neutral provision name changes

Serviceman – Service Technician

Journeyman – Journeyperson

Lineman – Line Worker

Troubleman – Troubleshooter

Line Patrolman – Line Patroller

Toolroom & Supplyman – Toolroom & Supply Specialist

Apprentice Lineman – Apprentice Line Worker ~~or Apprentice~~

~~Line Specialist~~ Groundman Equipment Operator – Ground Equipment Operator

Lighting Repairman – Lighting Specialist

Underground Serviceman – Underground Service Technician

Meterman – Meter Tradesperson

Senior Transformer Repairman – Senior Transformer Repair Technician

Transformer Repairman – Transformer Repair Technician

Apprentice Transformer Repairman -Apprentice Transformer Repair Technician

Special Helper Serviceman Operator – Special Helper Service Operator

Helper Serviceman Operator – Helper Service Operator

Helper-Special Serviceman – Helper-Special Service Worker

Helper Serviceman – Helper Service Worker

Senior Tool Repairman – Senior Tool Repair Specialist

Tool Repairman – Tool Repair Specialist

Apprentice Tool Repairman – Apprentice Tool Repair Specialist

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Big Bend Modernization

- Combine Steam operations, and FGD operations into one operating group.
- A Joint Union/Company Committee of SME's will create a combined roadmap and associated training modules for one operator classification, to include Steam ops, and FGD ops
- Operators will be assessed for understanding in the operational areas outside of their current areas of expertise.
- Assessment criteria will be established by a Union appointed and Management Joint Committee of SME's
- Operators will be placed in their new position at their current wage.
- The company will provide individual training plans for the combined operators based on their individual assessment results. Operators may need additional training and this additional training will be provided with no penalty for failures. The Company and the Union will work together in negotiating a smooth but safe and appropriate transition going into 2023 and beyond. Any disputes that cannot be resolved pertaining to the particulars of these transition variables, after an extensive attempt is made to come to some resolution, may be addressed in the grievance and arbitration process.

Other than lay-off language described in the CBA, there will be no forced pay reductions or forced movement of employees within the transition period. The goal of the company is to achieve employee reductions through employees voluntarily bidding out and normal attrition.

To promote and incentivize the lowering of employee numbers at Big Bend Station, the following is offered:

The language below will sunset at the end of this contract period.

- 1) During the contract period the company may offer a voluntary separation package to Big Bend employees consisting of 2 weeks' pay for each full year of continuous service up to a maximum of 26 weeks' pay (minimum 80 hours) at the employee's regular straight time rate. The company will determine the number of employees and classifications eligible for this separation package. If there are more volunteers than the number of employees eligible, IBEW seniority will be utilized.
- 2) Any additional employee interest will be evaluated on a case-by-case basis
- 3) Other than enacting the lay-off language described in the CBA, there will be no pay reductions or forced movement of employees within the transition period.

Transition Allowance

During the contract period and with every bid posted, management will identify any **excess employee counts** in all Big Bend classifications. When employees in these excess classifications bid to lower starting classifications within Big Bend Station or outside of Big Bend Station, a onetime transition allowance (TA) will be offered to successful bidders. To smoothly transition these affected employees into other careers and reduce the likelihood of layoffs, employees in **excess classifications** will have seniority over other **department** bidders. Employees in the identified excess areas are not required to bid. If an employee who **is not** in an **excess** area bids any position within Big Bend Station **or other locations**, normal IBEW and departmental seniority will be utilized, and they will not be eligible for this Transition Allowance.

The one-time transition allowance (TA) will be paid as follows:

TA= Wage Rate Difference, multiplied by 1.5, multiplied by 1040 hours.

Example: An ES employee earning \$20 per hour moves to a job in department XYZ, which pays \$15 per hour, a pay differential of \$5.
 $\$5/\text{hour} \times 1.5 \times 1040 = 7800$

The one-time transition allowance will not apply to employees that cannot complete their progression steps due to the failure of review boards.

AFFECTED CLASSIFICATIONS: All positions identified in the Energy Supply tab of Exhibit A.

CLARIFICATION OF THE FOLLOWING TERMS:

Company declared "**excess**" in a classification at the Big Bend Power Station- This identifies a classification within the Big Bend Power Station where the Company has determined that there are too many employees. This designation qualifies employees in the designated classification that bid to **lower** starting classification positions within Big Bend Station, or outside of Big Bend Station, a onetime transition allowance (TA). Employees in the identified excess areas are not required to bid.

Company declared "**overage/under**"- Occurs when the Company declares that there are too many employees in a specific classification at a specific bid location. Concurrently, the Company declares an "under" in the same classification at a different bid location. This is equivalent to a forced lateral. In this situation, volunteers are solicited first, with the senior volunteer (most IBEW seniority) being selected. If there are no volunteers, the junior employee (least IBEW seniority) is selected for the lateral move. The junior displaced employee will have their choice to return to their bid location when a position in their classification becomes

available at their original location or remain at their current location. This is a onetime opportunity to return, which must be taken on the first opening. Otherwise, the opening is offered to all Bargaining Unit employees through the bid process.

AMI

Advanced Metering Infrastructure (AMI) including attached progression map and 2018 base wages before a BWI is applied for the new contract.

SUMMARY

- Create Meter Tester as start of progression
- Meter Worker to Meter Field Representative
- Combine Meter Mechanic Band C to Meter Technician
- Create Meter Specialist position requiring College Credit Certificate as Electronics Technician and minimum of 5 years of metering experience.
- Develop a joint committee of SME's to review progressions (similar to progressions in ES)
- Transition for existing employees handled similar to transition in Energy Supply
 - No up or out for existing employees
 - No loss of pay
 - Work with employee and business unit to ensure employee progresses through modules
 - No stop for modules where training not available (status quo)
 - Grandfathered employees must complete OTB's for promotion to next classification.

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BIRTHDAY/FLOATING HOLIDAY

- Change Floating Holiday's scheduled notice from seven (7) to fourteen (14) days in advance and convert the Birthday Holiday to a Floating Holiday that can be used at any time during the year.

TROUBLEMAN WAGE ADJUSTMENT

- \$4.00 adjustment to base wages before the base wage increase for the Troubleman (Troubleshooter) classification.

LINEMEN WAGE ADJUSTMENT

- \$2.00 adjustment to base wages before the base wage increase for the Line Technician, Network Specialist, Relief Trouble Technician and Line Patrol Technician classifications.

Senior Plant Operator

For the Senior Plant Operator, create 4 steps with the following rates: \$39.58, \$40.51, \$41.23, \$41.73. Step 1 pay will be received at bid award.

Senior Plant Operator

For the Senior Plant Operator, create 4 steps with the following rates: \$42.31, \$42.89, \$43.60, \$44.19. Step 1 pay will be received at bid award.

TWO-MAN TEAMS

- Both parties agree that going forward, when the company assigns line patrolling, trouble-shooting, and isolating TECO's electrical distribution system, where Trouble Technicians have not previously completed this work, to a line crew that separates into individual workers, two-man teams or stays intact, both Line Technicians (two-person teams) will receive Trouble Technician classification pay as described in Exhibit "A" of the CBA for hours worked in that classification.

ON-CALL MEMO

- The company agrees to sunset the memo Terry Miller issued several years ago establishing an on-call person, consequences for failure to respond and procedures for Operating Team coverage.

HOLDOVERS/RESPONSE PERCENTAGES

- Holdovers will count as a callout when determining the response percentage.

PERMANENT 3-11 AND 11-7 LANGUAGE

- Employees working a permanent 3-11 or 11-7 shift at Big Bend are entitled to their preference of one overtime day per week on their respective Monday through Sunday shift (holiday or weekend), if any overtime is scheduled on their shift during the week.

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~~PERMANENT 3-11 AND 11-7 LANGUAGE~~

~~—Employees working a permanent 3-11 or 11-7 shift at Big Bend are entitled to their preference of one overtime day per week on their respective Monday through Sunday shift (holiday or weekend), if any overtime is scheduled on their shift during the week.~~

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Solar Technician Classification

No automatic progression between Solar Tech I and Solar Tech II

Solar Technician II
30.00 31.75 32.80 33.95

- Thorough knowledge of solar equipment and systems including collector station operating processes, procedures and materials. Working knowledge of technical repair standards. Proficiency in DC systems, electronics, computers, mechanical and hydraulic systems. Strong electrical troubleshooting skills along with PC skills in a windows-based environment.
- Electrical experience (high voltage, medium voltage, low voltage, AC/DC voltage);
- Ability to read and comprehend electrical and mechanical schematics, technical manuals, procedures and regulations.

Solar Technician I 23.79 25.20 26.24 28.79

- Responsible for a variety of field operations and maintenance functions on all components of the PV system. Proactive in compliance to regulations and preventing and/or responding to events with supervision
- Proficient using Work Management systems, completing corrective and preventative maintenance while maintaining schedule compliance and documenting daily activities.
- Such as but not limited to OEM recommended service, facility cleanup, equipment checks and repairs.
- Develop a working knowledge of site environmental requirements
- Stay current in required safety and environmental training and adhere to all safety, environmental and work rules.
- Proven computer skills in a Windows environment
- Able to connect to electronic equipment (Relays, Calisto, PLCs...)
- Knowledge in using and understanding testing and diagnostic equipment (multi-meter, oscilloscope, etc.)

- 1) Garage mechanics will be responsible for providing and replacing all hand tools not mentioned on the above list.
 - a. All Mechanic's hand tools shall be kept in good repair and available for use at work.
 - b. TEC will provide shop tools for $\frac{3}{4}$ " drive sockets and above. As well as provide combination wrenches larger than 1 $\frac{1}{4}$ ". TEC will also continue to provide specialty tools for the shop as needed.
 - c. All mechanic personal tools shall be quality tools and in good repair. Broken tools shall be repaired or replaced and not used while on the job.
 - d. Tools shall be organized and be able to fit into 1 tool box and 1 cart.
- 2) Moving forward from this date TEC will provide a tool box and tool cart to every mechanic upon 6 months of employment. This will eliminate the previous LOA ED/ES Fleet Service Department Garage Mechanic 1 Tool Box dated, 2-27-2008.
 - a. Dimensions of tool boxes shall be no bigger 23.5" deep x 54" wide x 60" high.
 - b. Toolboxes shall be a professional or heavy-duty grade.
- 3) Management and the union reserve the right to adjust the language and tools in this list as industry standards evolve.
- 4) Mechanics will receive a tool stipend of \$280.00 in their checks annually.

LIGHTING REPAIRMAN (LIGHTING SPECIALIST)

Apprentice Lighting Repairman	\$25.20	\$25.70	\$26.24
Lighting Repairman	\$27.64	\$29.06	
Senior Lighting Repairman	\$30.56		

To offset contractors, the above classifications will be able to replace/install new 16' street light poles. Apprentice Lighting Repairman is an automatic progression to Lighting Repairman when all modules and Lighting Repairman evaluation are successfully completed. The progression to Senior Lighting Repairman will be based on business need and successful completion of all Senior Lighting Repairman requirements and not automatic progression.

The role of Senior Lighting Repairman will require 3 yrs. of experience as a Lighting Repairman to advance to senior Lighting Repairman and:

Training Required: Modules: Lighting Repairman, app. Lineman 1 and 2 (modified), Itron Network Lighting Controller (to be created); 80hrs working training scenarios in test yard.
Must pass field test to demonstrate competency
Must pass written test to demonstrate knowledge of specific technology.

~~The company and union will meet annually, or sooner if a potential opportunity arises and it is mutually agreed, to discuss contractor staffing levels. The company and union will review contractor work scope, specialization, contractor equipment and tools required, company costs and other factors. The company and union will explore the potential advantages of utilizing internal covered resources and providing the necessary training and equipment to replace the contractor. Where the company and union identify potential advantages of utilizing internal covered resources, the company and union will utilize existing classifications or negotiate base wages and working conditions for new classifications. Other than provided in Article IV Seniority Rights, Section F, the company is not obligated to replace contractors with internal resources, training and equipment.~~

~~The Company withdraws CO5, the Union withdraws U34 and the grievance is resolved, with the following understanding: The only tie to contractors in the PSP program is to the Safety goal, and this goal will not be impacted by contractor incidents, except that the Safety goal will be lost if there is a contractor fatality.~~

~~All covered employees listed in Exhibit A will receive \$100 annually to be applied to the purchase of approved safety footwear.~~

~~The current ratio of employee portion to total cost for monthly insurance premiums will not change for the term of the agreement.~~

CONTRACTOR USE

The company and union will meet annually, or sooner if a potential opportunity arises and it is mutually agreed, to discuss contractor staffing levels. The company and union will review contractor work scope, specialization, contractor equipment and tools required, company costs and other factors. The company and union will explore the potential advantages of utilizing internal covered resources and providing the necessary training and equipment to replace the contractor. Where the company and union identify potential advantages of utilizing internal covered resources, the company and union will utilize existing classifications or negotiate base wages and working conditions for new classifications. Other than provided in Article IV-Seniority Rights, Section F, the company is not obligated to replace contractors with internal resources, training and equipment.

PSP CONTRACTOR TIE

The only tie to contractors in the PSP program is to the Safety goal, and this goal will not be impacted by contractor incidents, except that the Safety goal will be lost if there is a contractor fatality.

SAFETY FOOTWEAR

All covered employees listed in Exhibit A. will receive \$100 annually to be applied to the purchase of approved safety footwear.

HEALTH INSURANCE COST

The current ratio of employee portion to total cost for monthly insurance premiums will not change for the term of the agreement.

Wage/Benefits

The entire agreement will take effect at contract ratification and remain in effect until March 31, 2024:

1. 1.0% from the date of Tentative Agreement up to 3/31/2020; 2% effective 4/1/2020; 3.0% effective 4/1/2021; 3.25% effective 4/1/2022; 3.50% effective 4/1/2023 annual base wage increases for all classifications.
- 4.2. Company will contribute the following percentages of gross wages for all IBEW Bargaining Unit Employees (including employees on leave of absence for union duties) on the Pension Equity Retirement Plan into a fully vested 401k fund on bi-weekly payroll basis:

Tenure	Contribution %
0-4 years	6%
5-10 years	12%
11-20 years	14%
21-30 years	18%
30 + years	21%

Tenure is calculated on your hire anniversary date. For rehires, prior years of service are added to current years of service. The rehire date for the purpose of calculating Tenure is calculated by back-dating the rehire date with the prior service (same process currently used for pension plan).

- 2.3. Company 401k company contribution and performance match will be eliminated at the contract effective date for Pension Equity Retirement Plan participants. Company 401k company contribution and performance match will be status quo for Grandfathered Pension plan participants.
- 3.4. Pension Equity Retirement credit accruals will be frozen at the contract effective date for Pension Equity Retirement plan participants. The Grandfathered Pension Plan for Grandfathered participants will remain status quo.
4. Upon ratification by the union body on the first ratification vote, each covered employee actively employed on the ratification date will receive a \$1,000 ratification bonus.

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Article XIII Safety Revised CBA language;

XIII. Safety

A. No Employee shall be allowed or required to take any undue risk in the performance of duties which the Employee considers unsafe to the Employee or co-workers.

B. It shall be the responsibility of each Employee to comply with all established SAFE WORK PRACTICES. All Employees are expected to perform job tasks for which they have the skill, ability and can perform safely.

The Company will provide:

1. rubber gloves
2. rubber goods
3. rain gear
4. properly equipped medical kits
5. safety eyewear
6. body belts
7. tool pouch and holster

The Company will replace:

1. approved climbers
2. climber pads
3. climber straps
4. replacement gaffs
5. safety straps

In the performance of all work, the Company is required to see that sufficient and experienced workers equipped with necessary safety devices are on the job to handle the work properly and safely.

The safe performance of all work is a mutual concern of the Union and the Company. It shall be the responsibility of the Employee to report any unsafe work assignment to the Company and to detail to the Company any additional manpower, equipment, training or instruction that the Employee requires to complete the work assignment in a safe manner. The provisions of this paragraph will not be used by the Company to intimidate an Employee or by an Employee to avoid work assignments that the Employee considers undesirable. No Employee shall be harassed or disciplined, nor shall their employment be terminated for refusing to perform what they consider to be an unsafe work assignment as long as they bring it to the attention of the Company and follow the process set out in this Article. If a dispute arises between the Employee and Company regarding whether a work assignment can be accomplished in a safe manner, an attempt to resolve the matter shall be made as described in Section F of this article.

C. Training is most important in accomplishing safety and efficiency on the job. Management will promote and support training activities so that our Employees develop and maintain the skills necessary to continue as an efficient and competitive workforce.

D. All contract work shall be done entirely by the contractor's personnel.

E. When working alone, the Employee shall not enter the uncovered energized primary area, except where this is necessary to remove immediate hazards to life or property, and the Employee can do so without undue hazard.

F. A standing committee will be formed representing each department of the Company covered by our Agreement as follows:

Joint Departmental Committees						
Line	Substation/ED System	Meter	ED/ES Fleet Svc & Radio Shop	ED/ES WAMS & IR/Tool Repair	Power Plants Tampa/Stevedoring	Facility Svc/Telecom
U	U	U	U	U	U	U
U	U	U	U	U	U	U
C	C	C	C	C	U	C
C	C	C	C	C	C	C
J	J	J	J	J	C	J
					J	

U-Union

C-Company

J-Joint Selection

Each joint departmental committee (JDC) will consist of two journeymen to be selected by the Union, a third journeyman will be utilized for Power Plants Tampa/Stevedoring, and two Employees to be selected by the Company. A fifth person, to serve as secretary and moderator to each JDC, will be selected jointly by the Company and the Union. Each JDC shall review that portion of the Safety Manual that pertains to its department and recommend to the Company any revisions in practices, rewording for clarity of existing language, and any additions to or deletions from the Safety Manual. In addition, the JDC shall attempt to jointly agree upon resolutions to unsafe work assignment issues. If the JDC cannot reach agreement on a resolution to resolve an unsafe work issue within 30 days, the Company and the Union will endeavor to jointly agree upon a third party external Subject Matter Expert to assist in determining an acceptable resolution. If a resolution is reached, employees will be obligated to perform the work assignment in accordance with the resolution.

Nothing in this article or section shall be construed as removing an Employee's right or ability to file a grievance at any time during or after this process. If a safety-related grievance is filed, the disagreement shall be addressed via the Grievance/Arbitration process described in Articles X and XI. The safety-related grievance shall be considered timely and will immediately advance to the 3rd step. The 3rd step meeting will be scheduled and heard within 30 days. An Employee refusing to perform the work assignment will not be required to perform the work assignment until after the process described in this section, including the grievance/arbitration process, is complete. If the issue is not resolved in the process described above, and a formal grievance has been filed, or is filed after a failed attempt to resolve the issue per the process described above, the employee(s) will not be required to perform the assignment until after the formal grievance process, and arbitration, if applicable, is exhausted.

Management will advise all employees, and contractors if applicable, that a safety concern/issue exists, and fully detail the concern/issue, before requesting any employee or contractor to perform the task in question. No employee will be required to perform a work assignment that has been identified as being unsafe until the above described process, and/or the employees' rights are exhausted.

Those sections of the Manual which are general in nature and Company-wide in scope will be reviewed by a general committee selected in the same manner as the departmental committees.

The above detailed revised safety language will replace the safety language as printed in the April 1, 2016 CBA. This revised language will become effective upon acceptance signatures of both parties, and remain in effect in the current and future agreements unless a change is agreed upon by both parties.

1. Apprentice Lineman will be recognized as the starting job in the Line Department.
 - o The SUW I classification in the Line Department will no longer require passing the Apprentice Lineman evaluation for entrance. In addition, the SUW I classification in the Line Department **will** no longer begin the automatic progression to the Lineman classification.
 - o The SUW I classification in the Line Department will retain the current six pay steps.
 - o All current Line Department SUW I's in the Apprentice Lineman progression will be grandfathered into the automatic progression to the Lineman classification as prescribed in the 2016 Intent Book, pg. 66.
 - o New SUW I bidders in the Line Department are required to pass the Operational Test Battery (OTB), obtain the written portion of the CDL, and obtain the full CDL Class "A" Driver License, including driver portion, within six (6) months from actual start date to remain in the position.
2. Remove Article IX. General Working Conditions; Overtime paragraph G.
3. Amend Energy Delivery (Line and Substation Departments) Specific Language, Exhibit A Wage Rates and Footnotes.

A. Provisions for Travel and Resource Sharing:

When the Company temporarily assigns an employee to another established headquarters, the employee will receive a daily travel allowance for each day worked equal to the I.R.S. allowable rate, multiplied by the mileage difference between the employee's home to temporary headquarters assignment minus the employee's home to regular headquarters assignment.

Each location will establish travel crews to meet business needs. These crews will be staffed according to local crew pick criteria. Employee's staffing travel crews will receive an additional **\$75** per day while traveling on the travel crew. Travel Crew Employees will be expected to show up at the shift starting time at any site within fifteen (15) miles one way of their normal headquarters with no travel pay or paid travel time. Travel Crew Employees assigned to show up at the shift starting time at locations greater than fifteen (15) miles one way from their normal headquarters will receive the I.R.S. allowable rate multiplied by the round-trip mileage difference in addition to the additional **\$75** per day while traveling, but no paid travel time. The Company may at its option assign employees to travel on Company time in Company vehicles. Employees will be allowed the option to vote to work four 10-hour days while traveling, with management approval.

C. Mutual Assistance Storm Restoration Provisions:

Employees will receive compensation at one and one half (1 1/2) times the employee straight-time hourly rate for all hours worked during their regular scheduled Monday-Friday days, of which employees will be paid for a minimum of 14 and a-half hours per day. Employees will receive compensation at double the straight-time hourly rate for all hours worked during their Saturday and Sunday rest days. Where the host utility has a travel agreement at a higher multiplier (i.e. TECO1.5, Host Utility double time), the higher multiplier rate shall apply to the rate set forth in Exhibit A of this agreement.

For restoration efforts, employees will receive one

(1) day of paid rest at the straight time rate for every thirteen (13) consecutive days of work, following their return to their current work location. Upon return to their current work location the paid rest day(s) will be observed beginning on the employee's first regularly scheduled workday.

4. VII. New Employees

- o New Employees in all classifications covered by this Agreement are on a six (6) month probation. This provision is not subject to the grievance procedure. During the probation period, the Company may at its option transfer, lay-off or dismiss Employees. **The probationary period may be extended by mutual consent of the company and union.**

Upon satisfactory completion of the probationary period, the Employee's rights under this Agreement shall be governed by the date of employment.

- 5. The company and union agree to meet annually to share benefit information and discuss benefit issues. The company will provide in person meetings communicating health care and retirement information to all employees covered under the CBA. Moving forward, company and union representatives will jointly determine frequency and location of any future meetings.