

# **Memorandum of Understanding**

## **Voluntary Weekend Overtime in CD**

**This Memorandum of Understanding (MOU) is agreed to between Duke Energy Florida, LLC (“Company”) and the IBEW System Council U-8 (“Union”). The purpose of this MOU is to allow employees to accept or decline pre-arranged weekend overtime for capital specific work, as determined by management, without it affecting their call out percentage.**

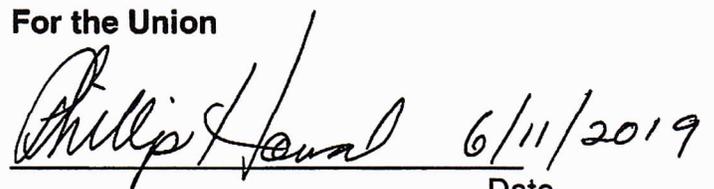
- Applies to Line Techs, Apprentices, Ground Techs and Equipment Operators, including SL and NTLC crews, and Trouble Technicians.
- Starting the week of June 16<sup>th</sup>, the Company will offer employees working 10-hour shifts, a 10-hour scheduled overtime day for capital specific job assignments and alternate the next week with two scheduled 10-hour overtime days, when management determines there is work and material available. Employees working a 5-8’s schedule, will only be offered one 10-hour scheduled overtime day each week.
- Each Op Center will post a volunteer list. Employees wishing to volunteer will need to sign up by Wednesday at 10:00 am for work to be scheduled the week following.
- Employees who have volunteered will be notified by end-of-day on Wednesday if the capital overtime will be scheduled.
- If there is not enough capital/grid work at an op center, employees who volunteer from that center may be sent to work in another Op center for capital/grid work only, at management’s discretion.
- If there is not enough capital/grid available work to support all volunteers, those resources from a center without available capital/grid work will be notified that the schedule will not be available. Trouble Technicians who have volunteered to work with the line crews will be released first. Due to the nature of this initiative, management will make every effort to notify employees who have volunteered if there is no work to perform, at least 24 hours prior to the start of the work.

- Any overtime worked as part of these scheduled days will be assigned outside the COORS guidelines. Hours worked, accepts and declines will not be recorded. While the intent is to focus these crews on capital work, employees working these scheduled days may be assigned any work during those hours at management's discretion, however, employees reassigned to do emergent work will be credited with a call-out and those hours will be recorded in COORS.
- Overtime work, other than that associated with this initiative, will continue to be assigned in accordance with the MOA. Callout credits and declines will still apply as normal to all other pre-arranged and emergent work outside of the designated volunteer schedules.
- Unless expressly modified by the terms of this MOU, all other provisions of the Memorandum of Agreement shall apply. Additionally, nothing in this MOU shall be construed to guarantee any overtime work. Employees shall not be compensated for any canceled overtime except as provided in Article VI, Section 5(B).
- Management retains the right to determine if there is work available each weekend. Management may cease this initiative at any time, based on business needs. Management will provide as much notice as possible in this case. This MOU may be canceled by either party with thirty (30) days-notice.

**For the Company**

  
Date

**For the Union**

  
Date