



# MEMORANDUM OF AGREEMENT

## GENERATION

July 1, 2011 to June 30, 2016

between



and Local Union No. 84 of the  
International Brotherhood of Electrical Workers



"We have come here to stay, and...  
it is up to us, as to no one else in Georgia,  
to do all we can to build up the territory  
we serve. We want to be considered a  
citizen wherever we serve."

— *Preston Arkwright*

# **MEMORANDUM of AGREEMENT**

**Covering Employees in Generation**

**between**

**GEORGIA POWER  
COMPANY**

**and**

**LOCAL UNION No. 84**

**of the**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**Effective July 1, 2011 through June 30, 2016**

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# **GENERAL**

## **MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into by and between the GEORGIA POWER COMPANY, a corporation of the State of Georgia, herein after called the "Company and/or Management" party of the first part, and Local No. 84, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union," party of the second part. This Agreement shall be binding upon the parties and their respective successors and assigns.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of all disputes which may from time to time arise, and to establish a standard of conditions under which the employees covered by this Agreement shall work for the Company during the term of this Agreement, and to provide for rates of pay, hours of work and other conditions of employment for such employees, and to promote harmony and efficiency in the departments of the Company where members of the Union are employed, the parties hereto contract and agree with each other as follows, to wit:

### **ARTICLE I**

#### **BARGAINING - REPRESENTATION**

1. The Company recognizes the right of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees in the sections covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and other conditions of employment herein provided for. It is agreed that representatives of the Union and the representatives of Management will deal with each other in such manner as to inspire confidence and respect.

## ARTICLE II

### SCOPE

2. This Agreement shall only apply to regular, full-time monthly salaried employees of the Company, except as provided for in Paragraph 5 hereinafter, working in the sections listed below in the classifications in Exhibit "A," Wage Schedules, attached hereto and made a part hereof. Section VIII, General Plant Operators, is governed only by the terms listed in Exhibit "R".

#### SECTIONS:

- IV. Electric Generating Plant Maintenance Crews
- VII. Fossil and Hydro Operators
- VIII General Plant Operators
- XII. Steam-Electric Generating Plant Boiler-Turbine Operating Crews
- XIII. Fossil Fuel Service
- XIV. Materials Department

3. All new employees hired to fill any of the classifications covered by this Agreement will be considered as on trial for the first 12 months of their employment. During this trial period, such employees must show an aptitude for the work in which they are engaged. During this probationary period, Management may, at its option, transfer, lay off, or dismiss such employees without being required to state the reasons for the action. Upon completion of the trial period, the employee shall be immediately credited with the seniority which accumulated during the trial period.

5. Management shall have the right to assign to sections covered by this Agreement Student Engineers and Co-op Students as a part of a training period. Summer Students shall be assigned as supplemental help. While so employed, such Student Engineers, Co-op Students, and Summer Students shall neither be affected by provisions of this Agreement, nor by their employment shall they affect the status, or prevent the employment or promotion of others who are covered by this Agreement.

6. The Company agrees that it will during the life of this Agreement honor written voluntary individual membership dues check-off requests of regular full-time employees in the classifications covered by this Agreement, until such check-off request is revoked in writing by the employee. Such check-off request shall authorize the Company to deduct current membership dues and membership dues in arrears which shall be certified to by the Union. Dues in arrears shall not be deducted at the rate of more than one month's dues, in any one month. The Company will remit the dues so deducted to the Union.

7. If the present Federal and State statutes which prohibit modified union shops and irrevocable check-offs should be repealed or amended so as to permit the type of modified union shop and check-off in effect between the parties under contracts in force prior to the enactment of such statutes, Management agrees that it will upon written request from the Union meet with the Union within 30 days after the receipt of such request and negotiate an appropriate provision embodying the principles of previous agreements between Management and the Union containing modified union shop and check-off provisions. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

8. Any and all employees working in any of the classifications of the sections under Paragraph 2 shall have the right to join the Union as they individually prefer. It is agreed there shall be no discrimination for or against any employee of the Company on account of membership in the Union or interference with any such employees in joining or desiring to join the Union. Likewise, no employee of the Company shall be discriminated against for non-membership in the Union. Neither the Union nor any employees of the Company, members of the Union, shall attempt to coerce any employees of the Company into joining the Union against their will or interfere with them in any way because of failure or refusal on their part to join the Union.

## **ARTICLE III**

### **MANAGEMENT**

9. The right to hire, discipline, and/or discharge employees for reasonable or sufficient cause, and the full right of management of the properties is reserved to and shall be vested exclusively with the Management of the Company. Such rights shall include, but not be limited to, the right of Management to determine at any and all times how many employees it will employ or retain, together with the right to exercise full control and discipline in the interest of proper service, operation, and efficient and economical conduct of its business, subject to the other provisions of this Agreement. The foregoing rights shall be subject to arbitration under the provisions of Article XIII only to the extent that they are modified or limited by other specific provisions of this Agreement.

## **ARTICLE IV**

### **LOYALTY AND EFFICIENCY**

10. Employees of the Company, members of the Union, agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Company and its interest; and, that they will cooperate with Management in promoting and advancing the welfare and prosperity of same at all times. No employee of the Company shall at any time be discriminated against because of membership or non-membership in the Union.

## **ARTICLE V**

### **SAFETY**

11. In the handling of all work, Management is required to see that sufficient qualified employees, equipped with the necessary safety devices, are on the job to properly and safely handle the work to be done. The safety of the employees is a matter of paramount importance, and safety shall receive first consideration. No employee shall take any undue risk in the performance of job duties which is

considered unsafe (by the employee or the employee's supervision) to either the employee or co-workers. Both the employee and supervision shall use good faith in administering this portion of the contract.

12. Accident Investigating Committees appointed by Management to investigate accidents involving employees covered by this Agreement shall include an equal number of employees currently in the Bargaining Unit. If a report by such an Accident Investigating Committee is deemed unfair to an employee, this issue may be taken up as a grievance as provided for in Article XIII.

## ARTICLE VI

### **BENEFITS**

13(a). The number of eligible vacation days full-time employees in classifications covered by this Agreement accrue during the first calendar year of employment (or during the calendar year in which they are rehired or return to work following a leave of absence) will be prorated based upon the quarter in which employees are hired (or are rehired or return to work following a leave of absence) with the exception that when determining how much vacation a newly hired employee should receive, managers have the discretion to recognize certain prior, non-Southern Company experience:

Employees hired, rehired or returning to work in this quarter:	Will receive this amount of vacation for that calendar year:	Or this percentage of the amount the employee would have accrued if he or she had been hired on January 1 of that year:  (for employees who are rehired or hired with credit for prior, non-Southern Company experience)
1 <sup>st</sup> Quarter (Jan. 1 through Mar. 31)	80 hours	100%
2 <sup>nd</sup> Quarter (Apr. 1 through June 30)	64 hours	80%
3 <sup>rd</sup> Quarter (July 1 through Sept. 30)	48 hours	60%
4 <sup>th</sup> Quarter (Oct. 1 through Dec. 31)	32 hours	40%

**Effective January 1, 2012 and after the first calendar year of employment, employees will accrue vacation during each year of employment based on the combined years of accumulated service completed during that calendar year with system companies of the Southern Company.**

- **1 up to and including 2 years of service — 80 hours;**
- **3 up to and including 4 years of service — 96 hours;**

- **5 up to and including 9 years of service — 120 hours;**
- **10 up to and including 14 years of service — 136 hours;**
- **15 up to and including 19 years of service — 160 hours;**
- **20 up to and including 24 years of service — 176 hours; and**
- **25 or more years of service — 200 hours.**

Time off for vacation will be paid at an employee's straight-time, hourly rate. A vacation may not be waived by an employee and extra pay received for work during the vacation period except by mutual consent of the employee and Management. An employee who is eligible for a vacation may, with management approval, carry over up to 80 hours of vacation into the next calendar year **except when employees have purchased vacation.** Purchased vacation, effective January 1, 2012, may not be carried over and must be taken after all other accrued vacation is used pursuant to the Memorandum of Understanding concerning Evolving Benefits and Federal regulations. Federal regulations prohibit employees from using purchased vacation beyond the end of the year for which it is purchased for use, and all other vacation days must be used before purchased vacation may be used.

Should an employee covered by this Agreement be recalled for emergency duty while on vacation, the employee shall receive vacation pay, and in addition thereto, the employee shall be paid at 1½ times regular straight time rates for the time actually worked during such vacation period, or, at the employee's option, the employee will be granted additional vacation time in lieu of the vacation time lost as a result of such recall. In the event of such recall, the Company will pay all reasonable expenses which the employee may incur as a result of the recall.

An employee who is eligible for a vacation under the above conditions, who has not had a vacation during the current calendar year, and who is laid off due to lack of work

before the employee's scheduled vacation begins shall be entitled to vacation pay.

If one of the days observed as a holiday specified in Paragraph 13(c) of this Agreement occurs while the employee is on vacation, the employee shall be granted an additional day off at some mutually convenient **time, or** at Management's option, the employee shall be granted an additional day's pay in lieu of such holiday. Shift employees shall be allowed to take their vacations in periods of one week (seven days, Saturday through Friday), two weeks, three weeks, four weeks, or five weeks if eligible. However, the selection of vacation periods must be made during the time the vacation schedule is posted for such purpose or the vacation periods will be assigned. While every effort will be made to accommodate the desires of the employees, vacations will be scheduled by the department heads during any of the 52 weeks in the calendar year. However, the number of employees scheduled to be off on vacation at any one time may be limited so as to interfere as little as possible with the service. Selection is based on the employee's classification and latest bargaining-unit date with Georgia Power. Employees whose permanent job location or classification is changed for any reason before their scheduled vacation begins shall have their vacation period or periods assigned by supervision at the new location or in the new classification. However, consideration will be given to the employees' desire insofar as the vacation schedule will permit.

**Effective January 1, 2012 and transitioning until 2017, employees will be recognized for their long tenure with an additional week of vacation in the calendar years that they celebrate specific hire date anniversaries. Beginning in 2017, bonus hours will be awarded on January 1, of the calendar year in which the employee completes 30, 35, 40, 50, 60, and 65 years of service pursuant to the Memorandum of Understanding concerning Evolving Benefits.**

13(b). In the case of a personal illness or non-occupational injury where the employee is unable to report for duty, the employee shall be paid one working day for each day of accrued sick leave during such absences. Accrual of sick days will be as follows:

1. No days for the first six months of continuous employment
2. Five days upon completion of six months of continuous employment
3. Five additional days on the anniversary date of the first year of continuous employment for a maximum of 10 days for the first year of continuous employment
4. Thereafter, 10 days per calendar year to be credited January 1 of each year following completion of the first year of continuous employment, not to exceed the total days as provided in this sub-paragraph.

Unused sick leave may be accrued at the rate of 10 days per calendar year to a total of 140 working days. Employees who are away from work due to personal illness or non-occupational injury shall not be entitled to use their accrued sick leave once they have been away from work the number of days required to satisfy the waiting period for the Company's Long Term Disability Plan. Employees who return from long-term disability with accrued sick days shall be given credit for these days. Under no conditions shall an employee be entitled to more than 140 days allowance, including allowance for the current year, except when an employee with over five years service with the Company exhausts all accumulated sick leave. An employee may be considered for additional pay for time not worked due to sickness or non-occupational injury if the employee's past attendance record is satisfactory.

Up to five days (or 40 hours) per calendar year of an employee's accrued sick leave can be used for the medically necessary care of an immediate family member. Immediate family members are defined as the employee's spouse, children, and parents (not in-laws).

Sick report shall be made promptly in the event of absence from work due to personal illness or non-occupational injury. The employee or member of the employee's immediate family shall advise the employee's immediate supervisor of such inability to report for work before the start of the employee's work schedule or shift. Failure to do so shall forfeit the employee's right to sick leave with pay unless it can be shown that it was impossible for the employee to give or cause such notice to be given to supervision. In the event of absence due to personal illness or non-occupational injury, Management may make such reasonable investigation necessary, and Management shall have the right at its option to require certification by a legally licensed physician as to an employee's illness if an employee is away from work due to illness or non-occupational injury for more than three consecutive days. Failure to supply a doctor's certificate as required shall forfeit all rights to sick leave with pay during absence from work.

An employee who leaves the job due to personal illness after starting work at the employee's regularly scheduled starting hour will have sick leave charged in increments of not less than one hour. An employee may be docked for such time not worked or have the option of substituting sick leave to offset dock time. In no case shall an employee be paid more than eight hours of sick leave per day.

Employees desiring to use sick leave for doctor's appointments (including routine physical examinations, dental appointments, or eye examinations) must give reasonable notice to supervision.

The Union will cooperate with Management to prevent or eliminate abuses of sick leave and care of an immediate family member privileges. Any employee abusing sick leave, care of an immediate family member or non-occupational

injury privileges shall be subject to discipline by Management.

A full-time active employee on the payroll as of July 1, 1977, shall be entitled to receive credit for up to 10 days per calendar year for each of the last five years as accumulated sick leave. Such accumulated sick leave shall be reduced by each day of sick leave for which an employee was paid up to a maximum of 10 days per calendar year.

The Company will continue its established practice on occupational injury leave and funeral leave.

13 (c) New Year's Day, Martin Luther King, Jr. Birthday, Good Friday, National Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day shall be specified observed holidays for all regular full-time monthly salaried employees under this Agreement. Employees shall be entitled to pay for such holiday in accordance with the provisions set forth herein, provided they work their last scheduled work day before and their first scheduled work day after the day observed as such holiday, unless previously excused by their supervisor. Except for shift employees, whenever any of these holidays shall fall on Sunday, the following Monday shall be observed as the holiday, and whenever any of these holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. When consecutive holidays fall on Friday and Saturday or on Saturday and Sunday, the holidays will be observed on Friday and Monday. When consecutive holidays fall on Sunday and Monday, the holidays will be observed on Monday and Tuesday. For shift employees, the day to be observed as the holiday will be the calendar day on which the holiday falls.

Should the day observed as a holiday fall on an employee's scheduled work day, the employee shall receive regular pay (not to exceed eight hours at straight time rate). Should the employee be required to work on such holiday, the employee shall receive, in addition to regular pay, pay for the time actually worked, or at the employee's option, the employee will be granted additional time off, on some

mutually agreeable **date, in** lieu of the time actually worked on such holiday.. Payment for time worked on such holiday for all employees covered by this Agreement, will be at 1½ times regular straight time rates.

Should the day observed as a holiday fall on the employee's scheduled off day, the employee shall be granted another day off in lieu of the holiday, or if within 10 days Management concludes that it will not be able to grant time off in lieu of such holiday, the employee shall be notified that payment will be received for the holiday (not to exceed eight hours) at regular straight time rates. Should the employee be required to work on such holiday, in addition, the employee shall receive pay for the actual hours worked at the rate specified in Article X, or at the employee's option, the employee will be granted additional time off on some mutually agreeable **date, in** lieu of the time actually worked on such holiday.

**Employees may carry over banked holidays from one year into following years. The maximum number of holidays that an employee may have in his or her "bank" at any given time is ten. Thus, if an employee already has ten holidays in his or her "bank," the employee may not bank any additional holidays until one of the banked holidays is used.**

**Employees can choose to be paid for banked holidays at any time. This pay will be at the employee's current straight time rate at the time the employee requests to receive the pay.**

## ARTICLE VII

### DEFINITIONS

14. Employees hired in beginning classifications will not necessarily when first employed have any previous experience in the type work for which they are employed. However, new employees should be qualified mentally and physically and have the aptitude and desire for advancement to higher classifications.

15. Apprentices, when first placed in this classification will not necessarily have much experience, and will require considerable supervision. People employed in or promoted to an Apprentice classification shall be qualified to learn to do the work of a Journeyman. If an Apprentice completes the first two years of continuous employment as an Apprentice and is not by that time competent to become a Journeyman, then the Apprentice may be demoted or discharged in order that another Apprentice may be assigned and trained.

17. Journeymen must be skilled in safely handling all phases of the work in which they are employed, with only general supervision.

## ARTICLE VIII

### **SENIORITY - PROMOTIONS - DEMOTIONS - LAYOFFS**

18. "Divisions" as referred to in this Agreement are as follows:

Fossil and Hydro Electric Generating Plants  
Fossil and Hydro Operators (Deleted May 18, 2009)  
General Plant Operators

19(a). Promotions to higher classifications in the respective sections shall be based on seniority and competency. Competency being sufficient, seniority within respective classifications in the respective sections and divisions shall prevail, subject to the provisions of Paragraph 20, with the following exceptions:

- (4) For promotion to the position of Apprentice in Electric Generating Plant Maintenance Crews, Truck Operators and Helpers in the same section and division shall be considered as one classification for that purpose.
- (16) Electric Generating Plants Division employees already working in the Utilityman classification on July 14, 1983, may promote to the Auxiliary Equipment Operator classification on the basis of the seniority principles in existence prior to that

date. All Electric Generating Plants Division employees hired after July 14, 1983, must pass the POSS test to promote or transfer into the Operator line of progression.

- (19) For promotion to the position of Senior Storekeeper in the Fossil and Hydro Electric Generating Plants Division, seniority of employees in Sections IV (fossil and hydro only), VII (fossil and hydro only), XII, XIII, and XIV (fossil and hydro only) will prevail. Senior Storekeeper vacancies will be filled in the following sequence:
- a) Lateral transfer of existing Sr. Storekeepers based on classification seniority.
  - b) Transfer of existing Sr. Toolroom Keepers based on classification seniority
  - c) Transfer of other Journeymen (BTO, ABTO, MTO, MLO, Operator A, Mechanic, and Electrician).
  - d) Promotion of next level jobs (AEO, CEO, Operator B, Apprentice Mechanic and Apprentice Electrician)
  - e) Promotion of next level jobs (Switchman-Sampler, Operator C, Truck Operator, and Helper)
  - f) Promotion of Utilitymen.

NOTE: In steps c-f, the senior person in each step will be the employee with the most total time in the Fossil and Hydro Electric Generating Plants Division.

Employees promoted to the position of Senior Storekeeper will continue to accrue seniority in their previous classification. A Senior Storekeeper, upon demotion, will have seniority only in the route of progression from which the Senior Storekeeper was originally promoted to that classification.

19(b). Demotion from a higher classification to a lower classification in the respective sections shall be based on

seniority, with time spent in the higher classification plus the time spent in the lower classification considered as seniority in the lower classification, with the following exceptions:

- (3) Any employee covered by this Agreement, who is forced to exercise seniority over another employee in a lower classification when the number of jobs in a specific classification in a division and / or section is reduced may use former seniority for promotion back to the previous classification. Such employees bidding on a vacancy in their former classification shall be treated as making a request for a lateral transfer. Such employees forced to exercise seniority down in their route of progression two classifications (e.g., BTO to AEO) that bid on an intermediate classification (e.g., ABTO in this example) shall be treated as making a request for a lateral transfer.

19(e). Competency being sufficient, vacancies shall be filled by lateral transfer (a voluntary demotion will also be considered as a lateral transfer) as provided hereinafter or by promotion of the senior employee from the next lower classification in the respective section and division who desires the promotion. Management shall offer the vacancies to the competent employees bidding in the respective sections and respective divisions in the order of their seniority. Employees covered by this Agreement may file a request in writing with their immediate supervisor for two lateral transfers during each one year period, January 1 to January 1, to another job in the same classification in the same section and division in which they are located, when such job becomes vacant. Lateral transfers to staff new plants or to staff new jobs which are created at an existing location will not be counted in this limitation. Any employee who is displaced by another employee with greater seniority and who has had two such lateral transfers during the current one-year period shall be entitled to another lateral transfer during that current period. When such vacancy occurs, before it is filled by promotion, it will be filled by lateral transfer of employees by seniority, competency being

sufficient. **Employees shall use the electronic bid system to make requests for transfer or promotion.** Any employee waiving a promotion shall retain full seniority rights for advancement to the next higher classification. When jobs are relocated because of the closing of a plant or headquarters and employees are moved not greater than eight miles, their jobs will not be posted (i.e., abolished and recreated).

19(h). Any employee unable to accept a promotion vacancy because of verified physical disability due to an illness or on-the-job injury at the time vacancy occurs, will upon becoming physically qualified within 24 months from the date of first vacancy during period of disability, be permitted to fill said vacancy, competency being sufficient, provided the employee indicated by a bid within the bidding period (if the employee is on the job or as soon as physically possible if off the job) the employee's desire to take the promotion upon becoming physically qualified. Such employee, upon assuming the duties of the higher classification will be credited with seniority in the higher classification dating from date vacancy was temporarily filled during the employee's period of disability, and the person temporarily promoted to fill the vacancy will be displaced. However, the employee will retain the seniority accumulated while temporarily serving in the higher classification.

19(i). (Discontinued December 15, 2005)

19(k). Promotions or transfers to the classification of Mechanic (Roving) in the generating plants will be in accordance with the provisions of Exhibit "B."

19(m). An employee awarded a cross-section and/or cross-division transfer will be considered on probation for the first six months. During this trial period, the employee must demonstrate an ability to perform the work in the new classification. If the employee is not qualified at the completion of the six-month period, the employee shall be declared incompetent. The employee will have the right to return to the classification formerly held by rolling the most junior employee in the employee's old section and division, provided the employee has seniority over said employee.

19(n). The provisions of Paragraph (e) above shall apply to the Electric Generating Plants division with the following exceptions:

- (1) Each employee desiring to compete for jobs **will utilize the electronic bid system.**
- (2) All newly created jobs and vacancies (jobs) will be posted for seven calendar days, normally, Tuesday noon to Tuesday noon. Jobs are then awarded between 8:30 a.m. and 4:00 p.m. on Wednesday, Thursday, and Friday unless noted otherwise on the bid sheet.
- (3) The seniority date, effective date, and reporting date for all jobs will be the date originally posted on the awarding notice (normally on the Monday 10 days after the end of the award period.) Any pay change will normally be effective on the actual reporting date. If the employee is held over by management, any pay changes will occur on the original reporting date.
- (4) Employees in Sections IV, VII and XIV, may have two lateral transfers per calendar year. Employees in Sections XII and XIII may have one lateral transfer each 12 month period beginning January 1, 2009.
- (5) Employees may turn down two job awards per calendar year. After an employee turns down a second job, any subsequent job the employee bids on, where the employee is (or becomes) the senior qualified bidder, is awarded automatically.
- (6) Jobs are awarded and bids are voided based on the information provided by the employee. For example, if an employee is to be offered a job at 11:00 a.m. on Friday and the employee is not actively at work at that time, the employee's bid will be voided if the employee has not **checked the "Auto Accept" box on the electronic bid form.**

- (7) When a job is offered, it must be either accepted or rejected at the time it is offered. If an employee declines to communicate a decision, the employee shall be charged with one turndown. However, if the employee has already been charged with two turndowns in the current calendar year, then the employee shall automatically be awarded the job.
- (8) Employees will have their bids voided and be charged with one turndown if 1) they are not actively at work for any reason at the time when the job would be offered to them and 2) they have not **checked the “Auto Accept” box on the electronic bid form** that they will accept the job. However, if an employee has already been charged with two turndowns during the current calendar year, then the employee shall automatically be awarded any subsequent job for which that employee is (or becomes) the senior qualified bidder.
- (9) If an employee is at work, the employee will be personally contacted even if **the employee has checked the “Auto Accept” box on the electronic bid form**.
- (10) Employees attending Company-sponsored school or attending union-company business will be considered actively at work and will be contacted for jobs.
- (11) Management and the Union encourage all employees who are not going to be actively at work during the three-day awarding period to **check the “Auto Accept” box to indicate** their desire to accept any jobs they bid on.
- (12) Bids may be withdrawn up to noon on the last day of the posting period and not count as a turndown.
- (13) Any job awarding must be contested within 90 days of the award date or the award will be final.

20. An employee's seniority for promotions, for demotions from lack of work, and for layoff from lack of work shall be based on length of service in the employee's respective classification in a respective section and division. If the seniority of two employees within the same classification in a section is the same, the senior employee will be determined by seniority in lower classifications in the same section and division, division time, bargaining unit time, employment date, then date of birth.

21. When a vacancy occurs for which competent employees are not available in the section and division, it may be filled by transfer from another section and/or division. In cases where an employee in the section in which the vacancy exists bids on the vacancy and is not considered sufficiently competent, the vacancy may be filled by a cross-section or cross-division transfer upon mutual consent of Management and the Union, and such consent by the Union must be submitted to Management within 10 calendar days from the closing date of the bid. Transfers in such cases will be considered temporary for the first 31 days after the Union and the employees bidding on the vacancy have been notified by letter in order that the Union may have the opportunity to take up with duly accredited officers the reasons why such transfer was made. Mutual consent of the Union will not be required for cross-section and cross-division transfers when no one in the section in the division in which the vacancy exists bids on the vacancy. Such vacancy shall be awarded to the employee with the most bargaining unit time in the classifications covered by this Agreement, provided said employee has met or will meet the current pre-employment test requirement for the section and division into which this employee desires to transfer prior to bidding. An employee currently in the same route of progression as the desired job will not be required to retest. An employee employed before January 1, 1976, shall be exempt from the pretest requirement. When a cross-section transfer is made, the employee so transferred shall retain the seniority accumulated from the former section and division at the time of such transfer. Seniority retained in a former section may not be used in an employee's present section for any purpose; however, in case of layoff due to lack of

work in an employee's present section, such retained seniority may be used in the former section as the employee's protection against layoff except as qualified in 19(b)(3). Upon returning to the former section by means of another cross-section transfer, or layoff due to lack of work in the employee's present section, the retained seniority may, thereafter, be used in that section for any and all purposes provided for in this Agreement. An employee shall be limited to one cross-section and/or division transfer, initiated at the employee's request, per calendar year, beginning January 1, not including any such transfer resulting from layoff due to lack of work. Sections and divisions, as referred to in this paragraph, are as listed in Paragraph 2 and Paragraph 18.

22(a). When a promotion is made, or a vacancy is filled by transfer, within any of the classifications covered by this Agreement, Management will notify the Union within 30 days and will give the Union the name of the person selected for such promotion or transfer. If the senior employee bidding on a promotion or transfer is not awarded the job, the senior employee will be told, if practicable before the job is filled, the reason or reasons why and such conversation confirmed by letter to the employee with a copy to the Union. Promotions or lateral transfers not made according to seniority of those bidding for such vacancy within their own section and division before the expiration of the posting period will be considered temporary for the first 31 days after the Union and the employee have been notified by letter in order that the Union may have the opportunity to take up with Management the reasons why the promotion or transfer was not made according to seniority.

22(b). Management will notify Local Union #84, International Brotherhood of Electrical Workers, as promptly as possible in the event any job is to be discontinued.

23. Any employee temporarily relieving or substituting for another employee in a higher classification covered by this Agreement shall be paid on the schedule of the rate of such higher classification for the time the employee actually works in the higher classification, provided the employee works in the higher classification for one hour or more at any given time. In the event an employee is paid at a higher rate

for relieving in a higher classification the last scheduled work day before and the first scheduled work day after a holiday, this employee shall receive pay for the holiday at the higher rate. When an employee temporarily relieves or substitutes for an employee in a lower classification, the rate of pay for the employee who temporarily relieves or substitutes shall not change.

The application of the provisions of Paragraph 23 will be in accordance with Exhibits "A" & "I" of this Memorandum of Agreement. Temporary promotion to the position of Team Leader shall be handled under the terms of Exhibit "A" and will require two hours of work in the Team Leader position to qualify for higher pay.

25. Relief Operators whose regular duties and assignments are to relieve in more than one classification shall receive the rate of pay of the higher classification. Fifth-shift employees, or relief employees, shall select these jobs by seniority, competency being sufficient.

26(a). In case of a layoff or demotion due to lack of work, such layoff or demotion shall be based upon seniority, where the competency of the senior employee is sufficient in the respective section and division, except as provided in Paragraphs 20 and 21. When an increase in employees is necessary in any section of a division, regular employees who have been previously laid off in such sections with more than five years of continuous service will be given preference for vacancies within the same section and division from which they were laid off during the first two years of such layoff, and regular employees with from one to five years of continuous service will be given preference for vacancies within the same section and division from which they were laid off during the first year of such layoff, provided they are available for work, competent to fill the job that is open and pass the physical examination required by the Company's employment policy. Such employees who are re-employed in the sections and divisions from which they were laid off shall not lose any seniority under this Agreement.

26(b).

- (1) If an employee with recall rights as provided herein has received notice of layoff due to lack of work and subsequently transfers to another section either before or after the actual layoff occurs, such employee will retain seniority accumulated while in the former section for purpose of recall.
- (2) An employee with recall rights as provided herein who is laid off due to lack of work may request a cross-section and/or cross-division transfer and will receive the same consideration as a full-time employee.

27(a). When a demotion is made on account of incompetency due to physical disability, the employee shall be demoted to the classification in which the physical disability will permit the employee to safely perform the required duties. However, the employee will continue to accrue seniority in the classification from which the employee was demoted for a period of time not to exceed 24 months. When such employee becomes competent to work in the classification from which the employee was demoted, the employee may reclaim the old job in the same manner as an employee who has been absent from work due to illness or injury. When a demotion is made on account of incompetency for reasons other than physical disability, the employee demoted shall go to the bottom of the list of seniority for the particular job from which the employee is demoted, but the employee retains all other seniority rights.

27(b). Any employee who is absent from work due to an on-or off-the-job injury or illness shall continue to accrue seniority for a period of 24 months in the classification, section and division in which this person was employed. Upon expiration of such 24 month period of absence, an employee will discontinue accruing seniority and shall retain only the seniority accrued up to the expiration date of the 24-month period.

When such employee becomes competent to work in the classification from which this employee was absent, this employee may reclaim the old job. If this results in an employee being displaced, the displaced employee will exercise seniority.

27(c). Employees demoted for incompetency shall not be demoted below the classification from which last promoted, competency being sufficient, except as provided in Paragraph 21.

27(d). In case of a demotion due to loss of driver's license, the employee will be demoted to a job that can be performed without a requirement of driving, provided this person is sufficiently competent and based on seniority. For journeymen, the demotion will be to the special classification of Journeyman 27(d) at the wage rate of \$3,750 per month, subject to general wage increases. For non-journeymen, the demotion will be to the top pay step of Utilityman and assigned appropriate duties. If the lost license can be recovered within 12 months, the employee can reclaim the old job, provided this employee has seniority over the employee who occupies the old job. The old job will be posted as a job subject to be reclaimed within the next 12 months. If the employee is unable to recover the lost license in 12 months, rights to the old job will be forfeited. An employee can exercise this right one time due to losing a driver's license. For the first 12 months that an employee is demoted due to loss of a driver's license, the employee will continue to accrue seniority in the former classification; similar to demotion due to physical disability.

28. Other conditions under which an employee shall lose seniority are:

- (a) Voluntary resignation
- (b) Discharge for sufficient and reasonable cause
- (c) Transfer to a classification not covered by the Agreement, except as qualified in Paragraphs 31 and 32.

29. It is understood that Federal regulations relating to returning armed forces' veterans will be complied with.

30. Management has the right to suspend, discharge, or demote any employee for sufficient and reasonable cause. Employees will be furnished the reasons for any of these actions within seven calendar days. Failure by Management to provide written notification to the employee within seven calendar days will result in the action being revoked. Such notification shall be given to the employee by either of the following methods:

- a. In person
- b. Certified mail. Mailed to the employee at the employee's last known address, per Paragraph 46.

Proof of certification with the Post Office or other carrier will fulfill the notification requirements of this paragraph.

31. Any regular employee of the Company, a member of the Union covered by this Agreement, who has been or who may in the future be elected to or appointed to a full-time office in the Union (Local Union, or International Brotherhood of Electrical Workers), shall (upon retirement in good standing from said office) be reinstated with full accumulated seniority rights in the same classification (or its equivalent), in the same section of the Company in which this person was formerly employed (competency being sufficient), provided the employee applies for reinstatement within 30 days from the date of retirement from said office, and provided the medical examination does not indicate that this employee is physically or mentally unable to perform the work required. While serving in the Union office, an employee may bid on a promotion. If the employee has sufficient seniority and competency, the employee may be awarded the promotion. Only one promotion can be accepted while away from the covered classifications. The vacancy will be awarded to the next senior bidder, and the employee serving in Union Office will be placed on the

seniority list immediately ahead of the employee awarded the job.

32. Any regular employee of the Company working in the sections and classifications covered by this Agreement who has been (or who may in the future be) promoted to or assigned to a managerial, supervisory, or engineering position or promoted to a staff position requiring job knowledge of and the work performed is closely associated to the work performed prior to being promoted shall (upon retirement in good standing from said position) be reinstated with full accumulated seniority rights in the same classification (or its equivalent), in the same section of the Company in which this employee was formerly employed (competency being sufficient), provided this employee applies for reinstatement within 30 days from the date of retirement from said position, and provided the medical examination does not indicate that this employee is physically or mentally unable to perform the work required. Any employee promoted (or assigned) to: an engineering, managerial, supervisory, or staff position shall retain seniority rights in the former section for two years.

## ARTICLE IX

### **HOURS AND WORKING CONDITIONS**

33. Except in emergencies and except as provided in Paragraph 37 hereinafter, the regular work period for certain Steam-Electric Generating Plant Turbine and Boiler Operating Crews shall be 8 consecutive hours in any consecutive 24 hours, or 40 hours per work week. These employees shall work five (5) days of 8 consecutive hours per day per work week and be off two days. Where reasonably possible, these two days off shall be consecutive days.

34. Except in emergencies and except as provided in Paragraph 37 hereinafter where the job requires staffing in addition to the regular work period specified in Paragraph 36 below, the regular work period for Fossil Fuel Service crews and certain generating plant Mechanics and Electricians shall be eight continuous hours, plus time out for meals, in

any consecutive 24 hours, or 40 hours per work week. These employees shall work five days of eight continuous hours per day per work week, and be off two days. Where reasonably possible, these two days off shall be consecutive days.

35. Except in emergencies and except as provided in Paragraph 37 hereinafter, the work period for certain Operators at semi-automatic and fully automatic generating plants shall be  $6\frac{2}{3}$  hours in any consecutive 24 hours, or 40 hours per work week. Such Operators shall work six days and be off one day.

36(a). Except in emergencies and except as provided in Paragraph 37 hereinafter, the regular work period for all other employees covered by this Agreement shall be the scheduled and posted working day of eight continuous hours, plus time out for meals, between the hours of 6:00 a.m. and 6:00 p.m. or 40 hours per work week, Mondays to Fridays inclusive.

37(a). When, as and if necessary, some employees may be rescheduled, by classification seniority, for duty on temporary or permanent shift (or shifts) working outside of their regular work period (and/or working days); if possible, they will be given at least 36 hours notice in advance of the time they are to begin work on such new schedule. In case the employee is not given 36 hours advance notice of such rescheduling, the employee shall be paid in accordance with provisions of Paragraph 52(d). Such notice shall not be required when change in schedule is made necessary by the absence of an employee. However, if such rescheduling because of the absence of an employee results in an employee working more than eight hours in the first 24 hour period beginning at the time of day the employee began the last regular scheduled work period, the employee will be paid in accordance with provisions of Paragraph 52(e). Except for shift operations, work on Saturdays, Sundays, nights and holidays shall be kept at such a minimum as is consistent with the proper operation and maintenance and construction of the Company's facilities in efficiently and economically providing continuous and satisfactory service to the public. Non-shift employees who are rescheduled to work on

Sunday shall not be required to take time off to offset such Sunday work. When an employee's work week is rescheduled in accordance with this paragraph, the employee shall be told the new work periods and corresponding off days, and the resulting off days shall not be considered to be days laid off to offset overtime. Except in emergencies, employees shall not be rescheduled to work 16 continuous hours.

37(b). "Shift Employees" are those employees permanently or temporarily assigned to jobs which are now or which must be staffed seven days per week regardless of the number of shifts per day scheduled for such jobs.

38. The work week shall be seven consecutive days (calendar days) beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on Friday; except that for shift operations requiring continuous work, the work week shall end with the end of the shift ending nearest to midnight on Friday, and the succeeding work week shall begin immediately thereafter.

39. With the consent of their immediate supervision, shift employees shall have the privilege of exchanging shifts or parts of shifts or off days within the same work week, by individual arrangement, provided the change can be accomplished without additional cost to the Company and without resulting in any employee working more than 16 continuous hours (excluding shift turnover time) or more than 40 hours in any one work week.

In generating plants, employees are expected to work the shift they select. Management will consider the circumstances of each request.

40. Shift employees as defined in Paragraph 37(b) and employees working on jobs permanently staffed two shifts per day at least five days per week may by majority vote, in secret ballot, through an election conducted by the Union, determine whether rotating or fixed shifts, chosen by seniority, shall be practiced at their particular location. Shift employees who work on jobs that are staffed three shifts per day shall be the only employees allowed to vote on selection

of type shifts for these jobs. Employees on jobs staffed two shifts per day will be allowed to hold separate elections for selections of type shifts to apply only to their jobs.

Even though the majority may vote for fixed shifts chosen by seniority, there may be instances where some employees may not at that time be competent to operate the shift they might choose, and until they are (in the opinion of Management) competent to operate such shift, Management reserves the right to assign such employees to some other shift.

During the life of this Agreement, elections to determine the type of shift at any location shall be held in the month of October. When a vote on fixed or rotating shifts results in a tie, the type of shift in effect at the time of the tie vote shall continue until changed by employee vote at the next voting cycle. A shift selection will be completed by October 31 to become effective in January. Any associated selections will be complete by December 15. Elections to determine the type of shift at newly established locations shall be held at the time the shift assignments are to be made. The following schedules are to be used for the above shift selections:

Rotating No. 1-20 week schedule, Night-Day-Evening

Rotating No. 2-10 week schedule

Fixed No. 1-7 week schedule (Relief) Night-Day-Evening

Fixed No. 2-7 week schedule (Relief) Night-Evening-Day

Fixed No. 3-7 week schedule (Relief) Day-Night-Evening

Fixed No. 4-4 week schedule (Relief) Night-Day-Evening

Fixed No. 5-4 week schedule (Relief) Night-Evening-Day

Fixed No. 6-4 week schedule (Relief) Day-Night-Evening

Fixed No. 7-4 week schedule (Relief) Day-Night-Evening

Additional shift selections (limited to one per quarter if necessary) will be made in a classification when:

- 1) new employees become qualified to perform the duties of this job,
- 2) the staffing per shift changes (employees are moved from one shift to another),

- 3) an employee is expected to be unavailable for shift for more than 3 months, or
- 4) an employee returns from absence of more than 3 months.

At each generating plant, Operating and multi-shift Fossil Fuel employees will be allowed to select on the basis of classification seniority, the shift they desire and the "column" that determines their work schedule (regular scheduled days and off days). Management will assign personnel to specific generating units at the employees' bid location.

If a sixth shift (miscellaneous/vacation relief) for Operating personnel at the Company's generating plants proves (in Management's opinion) to be necessary, it shall be exhausted for shift relief purposes prior to any fifth shift Operating personnel being assigned for relief.

42. Upon approval of Management, the Company will pay for expenses in a reasonable amount for meals under the conditions listed below, provided it is necessary that such meals be eaten away from home.

- (1) When employees who are assigned to a plant are required to stay away from such plant overnight, the Company will pay for reasonable board, including the first meal away from such plant and, where necessary, for reasonably satisfactory lodging. Except in emergency situations, employees who have been designated to share motel accommodations will be provided separate lodging when abnormal, exceptional, or unique circumstances exist. Abnormal, exceptional, or unique circumstances will be based on the subjective determination of management on a case-by-case basis.
- (7) The following provisions apply to all employees covered by this agreement.

An employee who works 1 1/2 hours beyond his scheduled, rescheduled, or prearranged work day

or who works 12 1/2 continuous hours will qualify for a meal allowance and an additional allowance every six hours thereafter until released from duty. To be considered as prearranged overtime work, employees should be notified before the time they leave their plant to report for work outside their regular work period at some time after midnight of that same day or if they have left the plant, a minimum of 12 hours advance notice is required.

Any employee who is called out will qualify for a meal allowance after six hours of continuous work and an additional allowance every six hours thereafter until released from duty.

It is understood that employees will be allowed time for meals during extended overtime assignments. If employees continue to work during this meal time, they will be paid for the time spent eating.

During extended storm duty assignments and other similar situations, management may elect to furnish meals, in which case an allowance will not be paid.

All meal allowances will be \$14 and **effective 7/1/2014, \$16** and included on the pay check.

- (8) Compensation for expenses for employees in Roving Maintenance Crews in the generating plants will be in accordance with the provisions of Exhibit "B."
- (9) When employees are awarded jobs at a new location and are held over by Management at their old location beyond the reporting date of their new assignment, the Company will reimburse these employees for reasonable personal living expenses incurred as a result of being held over at the old location. Travel expense will be reimbursed at current company mileage allowance rate.

43. Non-shift employees shall not be required to work outside when it is raining, sleet or snowing, except when necessary.

44. Employees of the Company, members of Union's Committee representing Local #84, will be allowed time off to attend meetings with company officials. They shall give Management notice of their desire to attend such meetings as soon as practical after the fact is known to them. The Company will pay these employees at their regular straight time rates for the time lost from their regular work, not to exceed a maximum of eight hours in any day, when attending such meetings, and such hours shall be counted as "hours worked." Brief absences without pay for the transaction of Union business may be permitted provided the employees arrange for such absence with their immediate supervisors sometime in advance of the date of such absence. It is understood, however, that, except for the foregoing, nothing shall be done which will interfere with the regular work of any company employee.

With respect to the wage and contract negotiating committee, the Company shall not be obligated to pay for more than 16 employees representing Local 84.

As part of the orientation program for new employees, the Union designated shop steward will be allowed up to one hour to meet with newly hired covered employees on company time.

45. Employees unable to report for work shall, where possible, notify their supervisors as soon as the fact is known or at least before the starting time of their shift of such inability to report for work; also, employees should notify their supervisors when they are able to return to work. Employees are expected to work their regular work schedules unless they have a reasonable excuse for not working.

46. All employees covered by this Agreement shall keep their plant informed at all times of their correct home or living quarters address so that they may be reached

promptly in the event of an emergency requiring their services.

It is agreed that the employees may choose their places of residence, without hindrance by Management, but the parties hereto recognize that, because of the nature of the service rendered, employees should be available and accessible in times of emergency. Jobs subject to this provision will carry such notation in the advertisements for bids on vacancies.

Local availability agreements (subject to approval of 90% vote of the affected employees at the location) may be established. Prior to implementation, local agreements must be reduced to writing and endorsed by Management and the Union Business Manager (or designee). Local availability agreements will last for one calendar year or the remainder of a year and can be discontinued by mutual consent at any time or with 30 days written notice by Management or the Union. Otherwise, the other provisions of this paragraph shall prevail.

Should a local availability agreement be turned down by either party, it shall be reviewed by the Vice President (or designee) and the Business Manager of Local 84 (or designee) and the reasons for non-approval will be communicated in writing to both local management and the Shop Steward at the affected location.

47. Raincoats or rain suits, and rain hats or hard hats, shall be made available for those employees who are required to work outside in the rain. Rubber boots, four-buckle overshoes, or regular overshoes shall be made available for those employees required to work in water. Employees in certain sections and classifications will be issued two pair of work gloves. When those gloves are worn out, employees can receive substitutes by turning in their worn gloves. Such equipment shall remain the property of the Company, shall not be diverted to personal use, and shall be turned in or kept on plant site when not actually required on the job.

48. When Management requires any employee to have a telephone, it shall notify such employee in writing of this requirement. In such case, the Company shall pay the telephone bill (except personal long distance charges) of such employee until the requirement is canceled in writing.

49. So far as may be practicable and consistent with the efficient performance of work to be done, Management will distribute overtime work equitably among the employees covered by this Agreement within a given classification, section and location. Upon mutual agreement between Management and the Union, generating plants may create separate overtime equalization sections by sub-dividing the plant into two or more equalization sections. Upon 30 days' written notice, either party may terminate the agreement creating the separate overtime equalization sections. When generating plant employees work as a mixed crew/team (for example: operators working with mechanics) and it becomes necessary to have someone work on this job on overtime, each plant is encouraged to find the appropriate way to determine who will work the overtime. Elements that need to be considered are qualifications, cost, and fairness.

No employee will be required to work overtime if there are other qualified employees in such classification, section, and location who desire the overtime work. In the event no employees desire the overtime work, it shall be assigned to the employee, or employees, who have the least overtime hours on the overtime equalization records. Good faith consideration will be given to valid reasons advanced by each individual employee requesting to be excused from working overtime.

In the event the employee with the least overtime cannot be contacted, Management will make a "good faith" effort to contact the employee with the next least overtime, repeating this procedure until sufficient employees are contacted. In determining overtime hours worked, the actual hours of overtime that have been worked shall be used.

The Overtime Preference List shall be used to make overtime assignments. Monday through Thursday of each week, employees shall be given the opportunity to indicate in

writing on an Overtime Preference Form provided by the Company their desire not to work overtime on any day or days of the following week. Employees not signing the list will be considered as being willing to work overtime.

Management and the Union may agree to other arrangements for posting the overtime preference list and selection periods (days/shifts). These local agreements must be reduced to writing and endorsed by Management and the Union Business Manager (or designees). Local agreements will last for one calendar year or the remainder of a calendar year and can be discontinued by mutual consent at any time or with 30 days written notice by management or the Union. Otherwise, the other provisions of this paragraph shall prevail.

The application of the provisions of Paragraph 49 will be in accordance with Exhibit "F" of this Memorandum of Agreement.

The foregoing provisions pertaining to the selection of employees for overtime work shall not apply when there is an emergency condition that did or could result in loss of service, adequate generating capacity, danger to life or loss of property. During such conditions, all employees that are required will be expected to work. Management and the Union agree that each party will use "good faith" in administering the provisions of this paragraph.

## ARTICLE X

### **WAGE RATES**

50. For all employees of the Company covered by this Agreement, wages at the rates shown in Exhibit "A," attached hereto and made a part hereof, shall be the base rates paid for 40 hours work per work week, hereinafter called regular rates. Shift differentials applicable to shift employees are detailed in the preamble to Exhibit "A." Wages shall be paid bi-weekly.

51. For all employees of the Company covered by this Agreement who are on a monthly rate of pay, the monthly rate, multiplied by 12 (months in the year) and divided by 52

(weeks in the year) and the resultant weekly rate divided by the regular number of hours per week (40 hours) determine the regular rate of pay per hour.

52. Wages at 1½ times the regular rate of pay shall be paid for hours worked as follows:

- (a) Any hours worked in excess of 40 hours worked per work week for which 1½ times the regular rate of pay per hour has not already been earned.
- (b) Any hours worked outside of the regularly scheduled, work period, except as provided herein after in this paragraph.
- (c) Any hours worked in excess of eight hours in the 24 hour period beginning at the time of day the employees begin their regularly scheduled, work period provided: (1) they have not been rescheduled and given 36 hours prior notice of change of schedule; (2) the excess hours worked in the 24 hour period mentioned above are not incidental to scheduled periodic changing or relieving of shifts; (3) such excess hours worked are not worked on an exchange basis between shift employees as provided for in Paragraph 39 herein before, and (4) such rescheduling is not due to the absence of an employee as provided in subparagraph (e) herein after.
- (d) Any hour(s) worked on a temporary or permanent shift (or shifts) where the employee has been rescheduled in accordance with Paragraph 37 herein before, until 36 hours have elapsed from the time notice is given by Management of such new schedule, except in the case where such rescheduling is due to the absence of an employee.
- (e) Any hours worked in excess of eight hours in the first 24 hour period, beginning at the time of day the employee began his (or her) last regularly scheduled work period, when an employee is

rescheduled due to the absence of an employee without 36 hours prior notice.

- (f) Any employee who:
  - (1) Continues to work beyond scheduled working hours and has not had at least eight consecutive hours off duty, or
  - (2) Is recalled for work on a scheduled work day and actually works a minimum of two hours outside his (or her) regular schedule and has not had at least eight consecutive hours off duty, or
  - (3) Is recalled for work on a scheduled off day more than eight hours before the employee's next regularly scheduled, starting time and actually works at least two hours in the eight hour period immediately prior to that starting time,

will be paid at the overtime rate for all hours worked until the employee has eight consecutive hours off duty. Off duty is the period between the time an employee quits work at a designated plant or quitting place and the time the employee starts work at a designated plant or starting place. No pay is to be allowed for the off duty period except when an employee is directed to take time off to rest because of fatigue due to long hours of work and such off duty period falls within or overlaps into the employee's next regularly scheduled, work period. The employee will be paid for such hours off duty within the employee's regular scheduled work period at straight time rates.

- (g) Any hours worked on Sunday by employees other than shift employees, and Operators at semi-automatic and fully automatic generating plants.
- (h) Any hours worked on a day observed as a holiday.

- (i) Any hours worked on a day an employee is recalled for emergency duty while on vacation.

There shall be no compounding or duplication of payment for any hours worked. Such employees shall not be required to take time off to offset overtime hours worked except when in the opinion of Management they should take time off to rest because they are unfit to continue to work, in which event they shall be paid at their straight time rate for all off duty hours that fall within or overlap their next regular scheduled work period as provided by the provisions of Paragraph 52(f) herein before, such hours to be allowed as "hours worked." When work is rescheduled in accordance with Paragraph 37 herein before, the resulting off days shall not be construed to be days off to offset overtime.

53. "Hours worked" shall only include the time actually at work (or on duty), including the time required to stand by (prepared to go to work) at a specified place in a given locality, and also time as specified in Paragraphs 44, 52, 54, and 55.

54. If an employee covered by this Agreement is called out for work at a time other than the employee's regular work period, including call outs on holidays, the employee shall be allowed time as "hours worked" as follows:

- (a) For Plant McDonough-Atkinson, the time actually worked plus one hour as "hours worked," with a minimum allowance of three hours as "hours worked" for each such call out, except that if the employee works eight hours or more on such call out the extra one hour will not be added.

- (b) For Operators at semi-automatic generating plants, a minimum of three hours as "hours worked," except that no additional time shall be allowed for other call outs made during the three-hour period already allowed as "hours worked."
- (c) For all other locations, a minimum of three hours as "hours worked" for each such "call out."

Except that if any employee is called out before the employee's regular starting time and works through the regular work period, then only the time actually worked shall be allowed.

A minimum of two (2) hours will be allowed for call outs which overlap pay for prior call outs.

55. If an employee is instructed to report for prearranged work at a time other than on the employee's scheduled working hours and if for any reason the work cannot be done, the employee shall be allowed three hours as "hours worked," provided that notification to the contrary has not been given to the employee at least one hour prior to the time assigned to begin such prearranged work. If the prearranged work is completed in less than three hours, the employee shall be allowed three hours as "hours worked" except that in cases of prearranged work where the employee works into the employee's regularly scheduled work period. Then, only the time actually worked shall be allowed. Provisions of this paragraph shall not apply to Operators of semi-automatic generating plants. "Hours worked" on prearranged work for these employees shall be allowed on the same basis as for call out as provided in Paragraph 54(b).

## ARTICLE XI

### **GENERAL**

56. The classification of all employees is determined by the length of service, the ability of the employees, and by the nature of the work to be done. Employees may be working in lower classifications who are competent to handle work in higher classifications; however, the number of jobs in

each classification is limited by the amount and nature of the work to be done, and promotions to higher classifications can only be made when vacancies occur or when additional employees are required in the higher classifications due to expansion of work.

62. If an employee is required by Management to have a physical examination, Management will designate the physician and this examination will be on company time at company expense.

## ARTICLE XII

### **RIGHT OF APPEAL**

63. Any employee who is suspended, demoted, or discharged who wishes to appeal such disciplinary action must make a written request of appeal to Management within 20 days of such action. If the employee does not make a written request, the right to grieve such action shall be forfeited. The grievance will be taken up by the officers or committees of the Union with the duly accredited officers of the Company or their designees. If Management and Union agree that an employee was suspended, demoted, or discharged without sufficient and reasonable cause, the employee shall be reinstated to the employee's former position and paid the regular wages and benefits to which the employee would have been entitled had the employee not been suspended, demoted, or discharged.

When an employee is talked to by supervision in regard to some form of disciplinary action, the employee shall have the right to request Union representation. Nothing herein shall abridge the right of Management to relieve or discharge employees from duty because of lack of work.

All personnel records kept by Management on an employee which may affect the conditions of such employee's employment shall be subject to the employee's inspection at reasonable intervals.

In the event a report of commendation, warning, or reprimand is placed in the personnel file of an employee, a copy of the report will be furnished to such employee at the time it is placed in the employee's file.

## ARTICLE XIII

### GRIEVANCE

64. Management agrees to meet and treat as promptly as reasonably possible with the duly accredited officers and committees that are elected or selected by the Union upon all questions and grievances that may arise between the parties hereto during the life of this Agreement. Employees and their immediate supervision will use good faith to resolve any disputes that arise. The grievance may be carried through the following steps until settlement is reached:

- (First) Representatives of Management and representatives of the Union will hear this step. Management will provide the Union with a written answer to the grievance.
- (Second) If the grievance is not settled at the first step and the Union desires to carry it further, the grievance shall be reduced to writing and carried to the designated company officer (or designee) to hear the second step in a timely manner.

Within 60 days of receipt of the decision at the second step, any grievance subject to arbitration under the provisions of this Agreement not settled by the foregoing procedure may be carried to arbitration.

Either party may waive the first step of the grievance process in a case involving the discharge of an employee.

## ARTICLE XIV

### ARBITRATION

65. If the representatives of Management and the Union are unable to reach an agreement in the case, and the matter is one which is subject to arbitration under the terms of this Agreement, if either party desires, it shall be submitted immediately to an Arbitration Board of three members, one of whom shall be designated by Management and one by the Union, and the third by agreement between the other two members. If the two members appointed by the parties hereto fail to agree upon the third member within ten days after their first meeting, the parties hereto shall apply to the American Arbitration Association to designate a panel of seven people, residents of Southeastern United States. From this panel, the third member of the Arbitration Board shall be selected by mutual agreement or by Management and the Union eliminating six of the people by alternate strikes.

This Arbitration Board shall hear all evidence and arguments on the points in dispute, and the written decision of a majority of the members of such Board shall be final and binding upon the parties hereto. The Arbitration Board shall not interpret this Agreement in any manner so as to amend or supplement this Agreement.

Each party hereto shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator and shall pay one-half of the expense of the third arbitrator. Provisions herein shall not be construed to prevent further conferences between the parties hereto for the purpose of settling the dispute at any time before the decision of the Arbitration Board. When the dispute involves scales of wages set out in the Agreement, any decision rendered shall be retroactive to the date on which the dispute originated.

## ARTICLE XV

### **STRIKES OR LOCKOUTS**

66. It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operations of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the Agreement and conditions herein by Management to be kept and performed, the Union and its members agree that during the continuance of this Agreement there shall be no authorized or sanctioned strikes, walkouts, sit-downs, or other concerted cessation or delay of work of any kind by the Union or its members. Management on its part agrees that during the continuance of this Agreement there shall be no lockouts of the Union or its members, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service. Nothing herein, however, is intended to prevent the resignation or discharge of individuals, discharges being subject to review under the conditions and in the manner herein before provided for.

## ARTICLE XVI

### **POSTING RULES**

67. The rules in regard to working conditions in the various sections of the Company, as outlined in Article IX, shall be posted in the sections of the Company affected, in conspicuous places, and these rules so posted shall be observed until changed by mutual agreement between the parties hereto or, in event of dispute, unless and until changed by arbitration in the manner herein before provided for.

## ARTICLE XVII

### **LEGALITY**

68. The parties hereto have entered into this Agreement believing it is entirely legal. Should any provisions of this Agreement be held by proper authority to be in conflict with any State or Federal Statute, such

provisions shall be inoperative, but all other provisions shall continue in full force and effect.

## ARTICLE XVIII

### NON-DISCRIMINATION

69. Management and the Union, acting in its own behalf and in behalf of the employees it represents, agree that the provisions of this Agreement shall continue to apply to all employees covered by this Agreement without discrimination, and that in carrying out the respective obligations under this Agreement, there will be no discrimination against any qualified employee or applicant on account of race, creed, color, sex, age (40 and over), national origin, disability or status as a veteran.

## ARTICLE XIX

### TERMS - EXTENSION - MODIFICATION

70. This Agreement, when signed by Management and the Union, subject to approval by the International President of the I.B. of E.W., shall be in effect **July 1, 2011 through June 30, 2016** and from year to year thereafter, from July 1 to July 1, unless changed or terminated in the following manner: Either party desiring to change or terminate this Agreement after **June 30, 2016** must notify the other party in writing at least sixty (60) days prior to July 1 of the year in which such termination or changes are desired to become effective. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until the parties have agreed upon such changes, the provisions of this Agreement shall remain in full force and effect. Any change in wage rates agreed upon in such new Agreement shall be retroactive to the expiration date of this Agreement for the employees covered by this Agreement. Changes in other terms and conditions provided for in such new Agreement shall become effective on the date the approved new Agreement is received by Management. Effective **July 1, 2011**, the rates of wages will be increased by **3.25%** applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective **July 1, 2012**, the rates of wages

will be increased by **2.25%** applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective **July 1, 2013**, the rates of wages will be increased by **2.5%** applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective **July 1, 2014**, the rates of wages will be increased by **3.0%** applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective **July 1, 2015**, the rates of wages will be increased by **3.25%** applied to each step of each classification with final monthly amounts rounded off to the nearest dollar.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

IN WITNESS WHEREOF, Management and the Union have each caused these presents to be executed in their names and behalf by their proper officials hereunto duly authorized this **17th** day of **August 2011**.

GEORGIA POWER COMPANY

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By: Anthony L. Wilson  
Transmission Vice President

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Attest: Glen R. Grizzle  
Labor Relations General Manager

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

LOCAL UNION NO. 84

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By: Jim E. Faires  
President

---

By: Doyle W. Howard  
Business Manager / Financial Secretary

---

By: Armand Allen  
Recording Secretary

APPROVED:

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Edwin D. Hill  
International President

These signatures represent agreement on a single Memorandum of Agreement covering all Georgia Power Company employees represented by I.B.E.W., Local #84.

## **EXHIBIT "A" – WAGE SCHEDULES**

Employees promoted to a higher classification, shall be paid at the minimum rate of the classification to which they are assigned or promoted, unless their qualifications and previous experience in such classification entitles them to a higher rate than the minimum, in which case they may be paid such higher rate between the minimum and maximum of such classification as their qualifications and experience entitles them to, provided, however, that a thirty day trial period at the minimum rate of the classification may be used to determine their qualifications and experience.

Management will determine which employee will be temporarily promoted to Team Leader. In cases where senior employees are bypassed, they will be informed of the reasons.

Increases in pay for the minimum to maximum rate in the classifications shown shall be made at intervals of six months provided the employee actually works 100 regularly scheduled work days (vacations and holidays included) during that interval and dependent on satisfactory performance of duties. Satisfactory performance is to be assumed unless the employee is informed by supervision of deficiencies at least 30 days prior to the date the increase would have been due. The amount of increase shall be equal to the difference between employee's present rate and the next higher step in the wage schedule, except where the employee is not on a step shown in the schedule, then the amount of increase shall be equal to the difference between the step immediately below and the step immediately above the rate the employee is being paid, but in no event shall the employee be paid at a rate above the maximum rate in the classification.

## **EXHIBIT "A" – WAGE SCHEDULES (Continued)**

When employees are promoted to a higher classification, they shall receive a \$5.00 per month increase, but in no case shall they be paid less than the minimum rate of the classification to which they are promoted.

Promotions to higher classifications can only be made as vacancies occur or as additional employees are required in the higher classification. Employees in entry level classifications may be promoted to vacancies in higher classifications if and when they meet the established minimum educational and employment test requirements for the classification for which they seek promotion by bid on the basis of seniority within their respective sections or on the basis of a cross-section transfer as provided in Paragraph 21, Article VIII, competency being sufficient.

When an employee in the classification of Switchman-Sampler works as much as four (4) hours in a day as a Cement Finisher, Sand Blaster, Duct Layer, Jack Hammer Operator or operates a tractor-drawn lawn mower, the employee will be paid for such day at a rate of \$45.00 per month above the employee's regular rate.

Employees in the Utilityman classification will work as Cement Finishers, Sand Blasters, Duct Layers, Jack Hammer Operators, and operate a company vehicle on company property, a tractor-drawn lawn mower or other motorized or power equipment requiring a similar level of skill.

## **EXHIBIT "A" – WAGE SCHEDULES (Continued)**

A shift differential will be applicable to shift employees, as defined in Paragraph 37(b), and (in addition) those employees working on jobs permanently staffed at least two shifts per day at least five days per week. Basis of payment of the shift differential shall be: (1) if 50% or more of such employee's regular straight time scheduled shift falls between the hours of 3:00 p.m. and 11:00 p.m., generally referred to as Evening Shift, the employee shall receive a shift differential of **90¢** per hour, and effective **7/1/2014 95¢ per hour** for all hours actually worked during the regular straight time scheduled shift hours, or (2) if 50% or more of such employee's regular straight time scheduled shift falls between the hours of 11:00 p.m. and 7:00 a.m., generally referred to as Night Shift, the employee shall receive a shift differential of **\$1.00** per hour, and effective **7/1/2014 \$1.05 per hour** for all hours actually worked during the regular straight time scheduled shift hours. Any overtime premium paid to these employees between the hours of 3:00 p.m. and 7:00 a.m. will be 1½ times the hourly rate, including shift differential pay.

**SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS****2011****CLASSIFICATION****MINIMUM TO MAXIMUM MONTHLY RATES**

Mechanic (RMC)***	5185	5224	5247	5279
Electrician or Mechanic*	5150	5189	5212	5244
Senior Toolroom Keeper (1) (2)	5150	5189	5212	5244
Apprentice Electrician or Mechanic*	4074	4115	4135	4167
Truck Operator**	3303	3326	3362	3391
Helper	2854	2965	3072	3183
Utilityman (a)	2302	2369	2435	2496
			2558	2664
			2729	2793
			2879	2879
			2969	

\* Journeymen and apprentices used on Hydro-Electric Generating Plant Maintenance work must be able to satisfactorily perform the customary duties for such work.

\*\* These employees shall work as Truck Operators and Helpers.

\*\*\* Employees in this classification will receive a \$35 a month differential above Journeyman rate.

## **SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

- (1) Employees in the Sr. Storekeeper and the Sr. Toolroom Keeper classifications will be required to perform the same tasks.
- (2) Sr. Toolroom Keepers will be given preference to work in toolrooms when the work is required on their regular straight time and Sr. Storekeepers as of February 13, 1991, will be given preference to continue to work in storerooms when the work is required on their regular straight time. St. Storekeepers and Sr. Toolroom Keepers will be combined on the overtime preference list and for vacation selection at each location.
  - (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Employees in this Section working at those plants which have a seven day per week maintenance schedule will receive the following differentials:

Electricians and Mechanics and Senior Toolroom Keepers	35
Apprentice Electricians and Mechanics	25
Truck Operators and Helpers	20
Utilitymen	15

The seven-day schedule with rotating off days shall be limited to the day shift except in emergencies and except as provided in Paragraph 37.

At those plants where a seven-day maintenance schedule has been established, such schedule shall remain in effect for the life of this Agreement unless it is mutually agreed to change it sooner.

The Company agrees to adopt for each plant affected a work schedule which would contain a scheduled four-day weekend every four weeks for each employee. All scheduled off days, including a four-day weekend, shall be granted unless an emergency intervenes. The Company is also willing to consider any other reasonable schedule suggested by the Union.

**SECTION VII — FOSSIL AND HYDRO OPERATORS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Operator A (1) (Fossil and Hydro)	5217	5251	5285	5307
Operator B (1) (Fossil and Hydro)	4252	4282	4310	4329
Operator C (1) (Fossil and Hydro)	3953	3985	4021	
Utilityman	2302	2369	2435	2496
			2558	2664
			2729	2793
			2879	2969

(1) Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

**SECTION VIII — GENERAL PLANT OPERATORS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
General Plant Operator II (1)	5606	5648	5691	5732
General Plant Operator I (1)	5459	5501		

(1) The General Plant Operator classifications will be filled by seniority, competency being equal.

**SECTION XII — STEAM-ELECTRIC GENERATING PLANT TURBINE AND BOILER OPERATING CREWS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES					
Boiler-Turbine Operator	5577	5611	5644	5679	5710	
Asst. Boiler-Turbine Operator	5137	5178	5220	5261		
Auxiliary Equipment Operator	3998	4126	4255	4382		
Utilityman (a)	2302	2369	2435	2496	2558	2664
					2729	2793
					2879	2969

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIII — FOSSIL FUEL SERVICE**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>					
Mechanics-Locomotive or Tractor Operator	5217	5251	5285	5307	4121	4177
Coal Equipment Operator	3998	4062	4121	4242	3220	3335
Switchman-Sampler	2893	3004	3108	3220	2435	2496
Utilityman (a)	2302	2369	2558	2664	2729	2793
						2969

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

## SECTION XIV — MATERIALS DEPARTMENT

### **CLASSIFICATION**

	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>				
Sr. Storekeeper (Fossil & Hydro) (2)	4387	4473	4558	4642	4862
Truck Operator (1)	3303	3326	3362	3391	5050
Helper	2854	2965	3072	3183	5146
Utilityman	2302	2369	2435	2496	2558
				2664	2729
				2793	2879
					2969

(1) These employees shall work as Truck Operators and Helpers.

(2) Employees filling jobs within this section may be required to work a seven-day, maintenance schedule at those plants which have adopted such schedule. Employees working such schedule will receive the following differential: Senior Storekeeper - \$35 per month; Helpers - \$20 per month.

**CLASSIFICATION**

J Journeyman 27(d)\*

**MINIMUM TO MAXIMUM MONTHLY RATES**

**PARAGRAPH 27(d)**

\* This classification is used only to accommodate journeymen that lose their drivers license.

**SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

**2012**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>			
Mechanic (RMC)***	5301	5341	5364	5397
Electrician or Mechanic*	5266	5306	5329	5362
Senior Toolroom Keeper (1) (2)	5266	5306	5329	5362
Apprentice Electrician or Mechanic*	4166	4208	4228	4261
Truck Operator**	3377	3401	3438	3467
Helper	2918	3032	3141	3255
Utilityman (a)	2354	2422	2490	2552
		2616	2724	2790
		2856	2944	3036

\* Journeymen and apprentices used on Hydro-Electric Generating Plant Maintenance work must be able to satisfactorily perform the customary duties for such work.

\*\* These employees shall work as Truck Operators and Helpers.

\*\*\* Employees in this classification will receive a \$35 a month differential above Journeyman rate.

**SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

- (1) Employees in the Sr. Storekeeper and the Sr. Toolroom Keeper classifications will be required to perform the same tasks.
- (2) Sr. Toolroom Keepers will be given preference to work in toolrooms when the work is required on their regular straight time and Sr. Storekeepers as of February 13, 1991, will be given preference to continue to work in storerooms when the work is required on their regular straight time. Sr. Storekeepers and Sr. Toolroom Keepers will be combined on the overtime preference list and for vacation selection at each location.
  - (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Employees in this Section working at those plants which have a seven day per week maintenance schedule will receive the following differentials:

Electricians and Mechanics and Senior Toolroom Keepers	35
Apprentice Electricians and Mechanics	25
Truck Operators and Helpers	20
Utilitymen	15

The seven-day schedule with rotating off days shall be limited to the day shift except in emergencies and except as provided in Paragraph 37.

At those plants where a seven-day maintenance schedule has been established, such schedule shall remain in effect for the life of this Agreement unless it is mutually agreed to change it sooner.

The Company agrees to adopt for each plant affected a work schedule which would contain a scheduled four-day weekend every four weeks for each employee. All scheduled off days, including a four-day weekend, shall be granted unless an emergency intervenes. The Company is also willing to consider any other reasonable schedule suggested by the Union.

**SECTION VII — FOSSIL AND HYDRO OPERATORS**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>			
Operator A (1) (Fossil and Hydro)	5334	5369	5404	5426
Operator B (1) (Fossil and Hydro)	4348	4378	4407	4426
Operator C (1) (Fossil and Hydro)	4042	4075	4111	
Utilityman	2354	2422	2490	2552
			2616	2724
			2790	2856
			2944	3036

(1) Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

**SECTION VIII — GENERAL PLANT OPERATORS**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>			
General Plant Operator II (1)	5732	5775	5819	5861
General Plant Operator I (1)	5582	5625		

(1) The General Plant Operator classifications will be filled by seniority, competency being equal.

**SECTION XII — STEAM-ELECTRIC GENERATING PLANT TURBINE AND BOILER OPERATING CREWS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Boiler-Turbine Operator	5702	5737	5771	5807
Asst. Boiler-Turbine Operator	5253	5295	5337	5379
Auxiliary Equipment Operator	4088	4219	4351	4481
Utilityman (a)	2354	2422	2490	2552
			2616	2724
			2790	2790
			2856	2856
			2944	2944
			3036	3036

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIII — FOSSIL FUEL SERVICE****CLASSIFICATION**

	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>				
Mechanics-Locomotive or Tractor Operator	5334	5369	5404	5426	
Coal Equipment Operator	4088	4153	4214	4271	4337
Switchman-Sampler	2958	3072	3178	3292	3410
Utilityman (a)	2354	2422	2490	2552	2616
					3036

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIV — MATERIALS DEPARTMENT****CLASSIFICATION**

	MINIMUM TO MAXIMUM MONTHLY RATES					
Sr. Storekeeper (Fossil & Hydro) (2)	4486	4574	4661	4746	4971	5068
Truck Operator (1)	3377	3401	3438	3467		
Helper	2918	3032	3141	3255	3369	
Utilityman	2354	2422	2490	2552	2616	2724
					2790	2856
					2944	3036

(1) These employees shall work as Truck Operators and Helpers.

(2) Employees filling jobs within this section may be required to work a seven-day, maintenance schedule at those plants which have adopted such schedule. Employees working such schedule will receive the following differential: Senior Storekeeper - \$35 per month; Helpers - \$20 per month.

**CLASSIFICATION**

J journeyman 27(d)\*

**PARAGRAPH 27(d)****MINIMUM TO MAXIMUM MONTHLY RATES**

## SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS

2013

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Mechanic (RMC)***	5433	5474	5497	5531
Electrician or Mechanic*	5398	5439	5462	5496
Senior Toolroom Keeper (1) (2)	5398	5439	5462	5496
Apprentice Electrician or Mechanic*	4270	4313	4334	4368
Truck Operator**	3461	3486	3524	3554
Helper	2991	3108	3220	3336
Utilityman (a)	2413	2483	2552	2616
			2681	2792
			2860	2927
			2986	3018
			3112	

\* Journeymen and apprentices used on Hydro-Electric Generating Plant Maintenance work must be able to satisfactorily perform the customary duties for such work.

\*\* These employees shall work as Truck Operators and Helpers.

\*\*\* Employees in this classification will receive a \$35 a month differential above Journeyman rate.

## **SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

- (1) Employees in the Sr. Storekeeper and the Sr. Toolroom Keeper classifications will be required to perform the same tasks.
- (2) Sr. Toolroom Keepers will be given preference to work in toolrooms when the work is required on their regular straight time and Sr. Storekeepers as of February 13, 1991, will be given preference to continue to work in storerooms when the work is required on their regular straight time. Sr. Storekeepers and Sr. Toolroom Keepers will be combined on the overtime preference list and for vacation selection at each location.
  - (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Employees in this Section working at those plants which have a seven day per week maintenance schedule will receive the following differentials:

Electricians and Mechanics and Senior Toolroom Keepers	35
Apprentice Electricians and Mechanics	25
Truck Operators and Helpers	20
Utilitymen	15

The seven-day schedule with rotating off days shall be limited to the day shift except in emergencies and except as provided in Paragraph 37.

At those plants where a seven-day maintenance schedule has been established, such schedule shall remain in effect for the life of this Agreement unless it is mutually agreed to change it sooner.

The Company agrees to adopt for each plant affected a work schedule which would contain a scheduled four-day weekend every four weeks for each employee. All scheduled off days, including a four-day weekend, shall be granted unless an emergency intervenes. The Company is also willing to consider any other reasonable schedule suggested by the Union.

**SECTION VII — FOSSIL AND HYDRO OPERATORS****CLASSIFICATION**

	MINIMUM TO MAXIMUM MONTHLY RATES			
Operator A (1) (Fossil and Hydro)	5467	5503	5539	5562
Operator B (1) (Fossil and Hydro)	4457	4487	4517	4537
Operator C (1) (Fossil and Hydro)	4143	4177	4214	
Utilityman	2413	2483	2552	2616

(1) Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

**SECTION VIII — GENERAL PLANT OPERATORS****CLASSIFICATION**

	MINIMUM TO MAXIMUM MONTHLY RATES			
General Plant Operator II (1)	5875	5919	5964	6008
General Plant Operator I (1)	5722	5766		

(1) The General Plant Operator classifications will be filled by seniority, competency being equal.

**SECTION XII — STEAM-ELECTRIC GENERATING PLANT TURBINE AND BOILER OPERATING CREWS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES				
Boiler-Turbine Operator	5845	5880	5915	5952	5984
Asst. Boiler-Turbine Operator	5384	5427	5470	5513	
Auxiliary Equipment Operator	4190	4324	4460	4593	
Utilityman (a)	2413	2483	2552	2616	2681
					3112

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIII — FOSSIL FUEL SERVICE****CLASSIFICATION**

	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>				
Mechanics-Locomotive or Tractor Operator	5467	5503	5539	5562	
Coal Equipment Operator	4190	4257	4319	4378	4445
Switchman-Sampler	3032	3149	3257	3374	3495
Utilityman (a)	2413	2483	2552	2616	2681
				2792	2860
				2927	3018
				3112	

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIV — MATERIALS DEPARTMENT**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>					
Sr. Storekeeper (Fossil & Hydro) (2)	4598	4688	4778	4865	5095	5195
Truck Operator (1)	3461	3486	3524	3554	5293	5394
Helper	2991	3108	3220	3336	3453	
Utilityman	2413	2483	2552	2616	2681	2792
				2860	2927	3018
						3112

- (1) These employees shall work as Truck Operators and Helpers.  
 (2) Employees filling jobs within this section may be required to work a seven-day, maintenance schedule at those plants which have adopted such schedule. Employees working such schedule will receive the following differential: Senior Storekeeper - \$35 per month; Helpers - \$20 per month.

**CLASSIFICATION**

J Journeyman 27(d)\*

**PARAGRAPH 27(d)**

**MINIMUM TO MAXIMUM MONTHLY RATES**

4727

\* This classification is used only to accommodate journeymen that lose their drivers license.

**SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS****2014**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Mechanic (RMC)***	5595	5637	5661	5696
Electrician or Mechanic*	5560	5602	5626	5661
Senior Toolroom Keeper (1) (2)	5560	5602	5626	5661
Apprentice Electrician or Mechanic*	4398	4442	4464	4499
Truck Operator**	3565	3591	3630	3661
Helper	3081	3201	3317	3436
Utilityman (a)	2485	2557	2629	2694
			2761	2876
			2946	3015
			3109	3205

\* Journeymen and apprentices used on Hydro-Electric Generating Plant Maintenance work must be able to satisfactorily perform the customary duties for such work.

\*\* These employees shall work as Truck Operators and Helpers.

\*\*\* Employees in this classification will receive a \$35 a month differential above Journeyman rate.

**SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

- (1) Employees in the Sr. Storekeeper and the Sr. Toolroom Keeper classifications will be required to perform the same tasks.
- (2) Sr. Toolroom Keepers will be given preference to work in toolrooms when the work is required on their regular straight time and Sr. Storekeepers as of February 13, 1991, will be given preference to continue to work in storerooms when the work is required on their regular straight time. Sr. Storekeepers and Sr. Toolroom Keepers will be combined on the overtime preference list and for vacation selection at each location.
  - (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Employees in this Section working at those plants which have a seven day per week maintenance schedule will receive the following differentials:

Electricians and Mechanics and Senior Toolroom Keepers	35
Apprentice Electricians and Mechanics	25
Truck Operators and Helpers	20
Utilitymen	15

The seven-day schedule with rotating off days shall be limited to the day shift except in emergencies and except as provided in Paragraph 37.

At those plants where a seven-day maintenance schedule has been established, such schedule shall remain in effect for the life of this Agreement unless it is mutually agreed to change it sooner.

The Company agrees to adopt for each plant affected a work schedule which would contain a scheduled four-day weekend every four weeks for each employee. All scheduled off days, including a four-day weekend, shall be granted unless an emergency intervenes. The Company is also willing to consider any other reasonable schedule suggested by the Union.

**SECTION VII — FOSSIL AND HYDRO OPERATORS**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>			
Operator A (1) (Fossil and Hydro)	5631	5668	5705	5729
Operator B (1) (Fossil and Hydro)	4591	4622	4653	4673
Operator C (1) (Fossil and Hydro)	4267	4302	4340	
Utilityman	2485	2557	2629	2694
			2761	2876
			2946	3015
			3109	3205

(1) Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

**SECTION VIII — GENERAL PLANT OPERATORS**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>			
General Plant Operator II (1)	6051	6097	6143	6188
General Plant Operator I (1)	5894	5939		

(1) The General Plant Operator classifications will be filled by seniority, competency being equal.

**SECTION XII — STEAM-ELECTRIC GENERATING PLANT TURBINE AND BOILER OPERATING CREWS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Boiler-Turbine Operator	6020	6056	6092	6131
Asst. Boiler-Turbine Operator	5546	5590	5634	5678
Auxiliary Equipment Operator	4316	4454	4594	4731
Utilityman (a)	2485	2557	2629	2694
			2761	2876
			2946	3015
			3109	3205

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIII — FOSSIL FUEL SERVICE****CLASSIFICATION**

	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>				
Mechanics-Locomotive or Tractor Operator	5631	5668	5705	5729	
Coal Equipment Operator	4316	4385	4449	4509	4617
Switchman-Sampler	3123	3243	3355	3475	3600
Utilityman (a)	2485	2557	2629	2694	2761
					3015
					2946
					3109
					3205

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIV — MATERIALS DEPARTMENT****CLASSIFICATION**

	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>					
Sr. Storekeeper (Fossil & Hydro) (2)	4736	4829	4921	5011	5248	5351
Truck Operator (1)	3565	3591	3630	3661	3661	5452
Helper	3081	3201	3317	3436	3557	5556
Utilityman	2485	2557	2629	2694	2761	3109
					2876	3205

(1) These employees shall work as Truck Operators and Helpers.

(2) Employees filling jobs within this section may be required to work a seven-day, maintenance schedule at those plants which have adopted such schedule. Employees working such schedule will receive the following differential: Senior Storekeeper - \$35 per month; Helpers - \$20 per month.

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>
J Journeyman 27(d)*	4869

\* This classification is used only to accommodate journeymen that lose their drivers license.

## SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS

2015

## CLASSIFICATION

## MINIMUM TO MAXIMUM MONTHLY RATES

Mechanic (RMC)***	5776	5819	5844	5880
Electrician or Mechanic*	5741	5784	5809	5845
Senior Toolroom Keeper (1) (2)	5741	5784	5809	5845
Apprentice Electrician or Mechanic*	4541	4586	4609	4645
Truck Operator**	3681	3708	3748	3780
Helper	3181	3305	3425	3548
Utilityman (a)	2566	2640	2714	2782
			2851	2969
			3042	3113
			3210	3309

\* Journeymen and apprentices used on Hydro-Electric Generating Plant Maintenance work must be able to satisfactorily perform the customary duties for such work.

\*\* These employees shall work as Truck Operators and Helpers.

\*\*\* Employees in this classification will receive a \$35 a month differential above Journeyman rate.

## **SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS**

- (1) Employees in the Sr. Storekeeper and the Sr. Toolroom Keeper classifications will be required to perform the same tasks.
- (2) Sr. Toolroom Keepers will be given preference to work in toolrooms when the work is required on their regular straight time and Sr. Storekeepers as of February 13, 1991, will be given preference to continue to work in storerooms when the work is required on their regular straight time. Sr. Storekeepers and Sr. Toolroom Keepers will be combined on the overtime preference list and for vacation selection at each location.
  - (a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Employees in this Section working at those plants which have a seven day per week maintenance schedule will receive the following differentials:

Electricians and Mechanics and Senior Toolroom Keepers	35
Apprentice Electricians and Mechanics	25
Truck Operators and Helpers	20
Utilitymen	15

The seven-day schedule with rotating off days shall be limited to the day shift except in emergencies and except as provided in Paragraph 37.

At those plants where a seven-day maintenance schedule has been established, such schedule shall remain in effect for the life of this Agreement unless it is mutually agreed to change it sooner.

The Company agrees to adopt for each plant affected a work schedule which would contain a scheduled four-day weekend every four weeks for each employee. All scheduled off days, including a four-day weekend, shall be granted unless an emergency intervenes. The Company is also willing to consider any other reasonable schedule suggested by the Union.

**SECTION VII — FOSSIL AND HYDRO OPERATORS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
Operator A (1) (Fossil and Hydro)	5814	5852	5890	5915
Operator B (1) (Fossil and Hydro)	4740	4772	4804	4825
Operator C (1) (Fossil and Hydro)	4406	4442	4481	
Utilityman	2566	2640	2714	2782
			2851	2969
			3042	3113
			3210	3309

(1) Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

**SECTION VIII — GENERAL PLANT OPERATORS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES			
General Plant Operator II (1)	6248	6295	6343	6389
General Plant Operator I (1)	6086	6132		

(1) The General Plant Operator classifications will be filled by seniority, competency being equal.

**SECTION XII — STEAM-ELECTRIC GENERATING PLANT TURBINE AND BOILER OPERATING CREWS**

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES				
Boiler-Turbine Operator	6216	6253	6290	6330	6364
Asst. Boiler-Turbine Operator	5726	5772	5817	5863	
Auxiliary Equipment Operator	4456	4599	4743	4885	
Utilityman (a)	2566	2640	2714	2782	2851
				2969	3042
				3113	3210
					3309

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

**SECTION XIII — FOSSIL FUEL SERVICE**

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>				
Mechanics-Locomotive or Tractor Operator	5814	5852	5890	5915	
Coal Equipment Operator	4456	4528	4594	4656	4727
Switchman-Sampler	3224	3348	3464	3588	3717
Utilityman (a)	2566	2640	2714	2782	2851
					3309

(a) This classification will serve as the entry level job for all routes of progression in the employee's division.

Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

#### SECTION XIV — MATERIALS DEPARTMENT

<b>CLASSIFICATION</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>					
Sr. Storekeeper (Fossil & Hydro) (2)	4890	4986	5081	5174	5419	5525
Truck Operator (1)	3681	3708	3748	3780		5629
Helper	3181	3305	3425	3548	3673	5737
Utilityman	2566	2640	2714	2782	2851	5845
						3309

- (1) These employees shall work as Truck Operators and Helpers.  
 (2) Employees filling jobs within this section may be required to work a seven-day, maintenance schedule at those plants which have adopted such schedule. Employees working such schedule will receive the following differential: Senior Storekeeper - \$35 per month; Helpers - \$20 per month.

<b>CLASSIFICATION</b>	<b>PARAGRAPH 27(d)</b>	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>
J Journeyman 27(d)*		5027

\* This classification is used only to accommodate journeymen that lose their drivers license.

## **EXHIBIT "B"**

### **ROVING MAINTENANCE CREWS**

#### **Scope:**

The purpose of this Agreement is to supplement the basic Memorandum of Agreement so as to provide for Roving Maintenance Crews in generating plants. All provisions of the basic Memorandum of Agreement shall remain effective except to the extent clearly modified by the specific provisions herein.

It is intended to establish Roving Maintenance Crews within generating plants primarily to handle major maintenance work coincidental with major equipment inspection and emergency repairs throughout the Georgia Power Company system. In the event a Roving Maintenance Crew is not being utilized as a unit, members of the crew may be assigned duties individually in the same manner as members of the regular plant maintenance crews.

There will be two six-person crews (six Mechanics), one at Plant Bowen and one at Plant Branch, each with a supervisor in charge. At management's option, up to four additional Roving Maintenance Crews may be established at Bowen, Branch, or other plant locations. The initial staffing of these crews will be accomplished by the bidding process. Employees who are in the two existing Roving Maintenance Crews on the date of this Agreement will not be displaced in the filling of these initial jobs, unless they bid on such jobs. While it is expected that this size crew will be satisfactory, experience may show that it needs to be modified. If in the future it is determined that there is a necessity for more than six such crews, Management agrees to meet, discuss, and reach an agreement with the Union for such additions prior to the establishment of more crews.

Roving maintenance crews within generating plants will be established in accordance with the following provisions:

#### **Work Schedule:**

(a) The regular work schedule for Roving Maintenance Crews, except in emergencies and except as provided in paragraph 37 of the Memorandum of Agreement, shall be the scheduled and posted working days of eight continuous hours, plus time out for meals, between the hours of 6:00 a.m. and 6:00 p.m., or 40 hours per work week, Mondays to Fridays, inclusive.

(b) When working at their regular plant, not on a crew-assignment basis, the Roving Maintenance Crews' personnel will not be used for overtime work except when no member of the regular plant maintenance crew is available for such overtime work.

When working on a crew assignment (such as turbine inspections), the Roving Maintenance Crews' schedule will be established to meet the required job time and will be independent of the schedule of the regular plant maintenance crew.

Regular maintenance personnel may be used to support the Roving Maintenance Crews if necessary. Operating personnel may be used to assist the Roving Maintenance Crews if necessary, in the same manner as they are used to assist regular maintenance crews.

When operating personnel are used to assist the Roving Maintenance Crews, their work schedule will not be in excess of the regular plant maintenance crew schedule.

#### Assignment:

Roving maintenance crews will be assigned temporary location by Management of generating plants as needed.

#### Competency and Seniority:

The filling of classifications in the Roving Maintenance Crews shall be in accordance with the normal bidding procedure as outlined in the Memorandum of Agreement. The filling of initial and subsequent vacancies in the Roving

Maintenance Crews shall be based upon seniority subject to demonstrated ability to perform all duties assigned to Roving Maintenance Crews. In evaluating the demonstrated ability of employees bidding on these jobs, actual testing of an employee's skills may be necessary. The skills to be tested are those that must be performed by Mechanics in the Electric Generating Plant Maintenance Crews of generating plants. In the event a Journeyman is required with special skill, such as welding or rigging, the notice of vacancy will specify this requirement and the successful bidder must possess the required skills.

Employees in these crews will continue to be in Section IV of Exhibit "A," but a separate seniority list will be established. Employees who are awarded jobs in the Roving Maintenance Crews will be restricted from bidding on vacancies outside the Roving Maintenance Crews' seniority unit for a period of 24 months. After 24 months in the Roving Maintenance Crews, the accumulated seniority in Section IV shall be the employee's seniority in the former line of progression plus seniority accumulated in the Roving Maintenance Crews.

### **Compensation:**

#### **Plan I**

When an employee in a Roving Maintenance Crew is required to report to an established temporary location or to work away from regular plant and has to travel 50 road miles or more from home, the Company will pay an expense allowance for lodging, meal, and incidental expenses incurred while traveling away from home in the amount of **\$100 per day and effective 7/1/2014, \$105 per day.** To qualify for this per diem, an employee must substantiate that overnight lodging expenses were incurred at or near the temporary location and that the employee traveled a minimum of 50 road miles from home to the temporary job site.

#### **Plan II**

Employees who do not qualify for the overnight lodging expense per diem allowance will be paid a meal and

incidental allowance in the amount of \$26 for each day worked. Under current federal tax law, such amounts will be treated as additional compensation, subject to withholding and employment taxes.

### **GENERAL:**

Employees working in a Roving Maintenance Crew shall receive a \$35 per month differential above the regular monthly rate of pay for Mechanics on a permanent basis.

Work time will start and stop at the established location. Employees not eligible for compensation for meals and lodging on a per diem basis as provided herein will be eligible for meals at company expense when working under conditions set forth in paragraph 42(7) of the Memorandum of Agreement.

When members of a Roving Maintenance Crew are utilized on an individual basis, they will be reimbursed for expenses in the same manner as regular Plant Maintenance Crews (i.e., actual expenses).

### **Vacations:**

Vacations will begin and end at the roving maintenance crew member's permanent plant.

All contract provisions for vacation schedules shall apply to the Roving maintenance Crew based on business requirements.

## **EXHIBIT "F"**

### **GENERAL GUIDELINES TO BE FOLLOWED FOR THE ASSIGNMENT OF OVERTIME**

In an effort to establish guidelines to determine who should work overtime, the following factors should be considered:

- (1) The qualified volunteer with the least overtime should be contacted. In contacting the qualified volunteer, good faith and a reasonable effort will be exerted.
- (2) If the volunteers with the least amount of overtime make a reasonable request not to work and other volunteers are available and desire to work, the overtime should be assigned to those who desire the overtime.
- (3) After a reasonable attempt to contact the qualified volunteer or the number of qualified volunteers needed has been made and after determining that the volunteers contacted have made reasonable requests not to work, the volunteers with the least amount of overtime will be required to work absent a valid reason.

The low volunteers who do not have a valid reason for not working will have the option of finding qualified employees to work in their places provided the qualified employees notify their supervisors that they will replace the low volunteers assigned the overtime work.

In this situation, it will not be considered a violation of the Agreement if substitute employees are not the low employees on the overtime list. In this instance, the substitutes will be charged with the amount of overtime worked. After being notified of the substitutions by the qualified employees, the supervisor will excuse the low volunteers from the assigned overtime. Until notified of the release, the low volunteers are responsible for working the assigned overtime. The provisions of this paragraph will only apply to a specific situation where the low volunteers do not have a valid reason for not working.

- (4) An employee who volunteers for overtime will be considered as a volunteer for a full shift (eight hours).
- (5) If there are no volunteers, the low non-volunteer will be assigned the overtime absent a valid reason for not being able to work.

The low non-volunteers who do not have a valid reason for not working will have the option of finding qualified employees to work in their places provided the qualified employees notify their supervisors that they will replace the low non-volunteers assigned the overtime work.

In this situation, it will not be considered a violation of the Agreement if substitute employees are not the low employees on the overtime list. In this instance, the substitutes will be charged with the amount of overtime worked. After being notified of the substitutions by the qualified employees, the supervisor will excuse the low non-volunteers from the assigned overtime. Until notified of the release, the low non-volunteers are responsible for working the assigned overtime. The provisions of this paragraph will only apply to a specific situation where the low non-volunteers do not have a valid reason for not working.

- (6) Each supervisor should be reasonably aware of all employees' total overtime and the list used to equalize overtime should be updated at least every two weeks and posted. The list will be updated and posted weekly consistent with the implementation of the Southern Time and Attendance Reporting System (STARS).
- (7) If an employee is newly hired, returns from long-term disability leave or any other long-term leaves of absence of more than 180 calendar days, changes classification, changes section, or transfers to a new location, when the employee is qualified to be placed on the overtime equalization list, the employee should be assigned a number of hours on the overtime list which represents the average overtime worked during the current year by employees in the same classification and section at that location.

- (8) If a member of supervision, while making a good faith effort to assign overtime in accordance with these provisions, erroneously assigns the work to an employee who is not low, an equal amount of overtime work will be made available at a mutually agreeable time for the employee who was overlooked. This procedure will return the employee to the rightful place on the overtime list.
- (9) Consistent with the Memorandum of Agreement, it is Management's and the Union's desire that a good faith effort should be made to assign the overtime to those employees who desire to work it.

## **EXHIBIT "G"**

### **REVISED GUIDELINES FOR TAKING VACATION ELECTRIC GENERATING PLANTS DIVISION**

- 1. Vacation will be selected in the following order:** (1) Employees shall schedule all of their regular vacation, including bonus vacation, one week at a time (full weeks may be scheduled consecutively) during the time normally set aside for vacation selection with the exception that one week may remain unscheduled (2) after all employees have selected regular vacation, carryover vacation will be selected (3) after carryover vacation is selected, individual days remaining will be selected in consecutive days in the same week. If these days add up to a week or more, then a full week must be selected before selecting individual days, and (4) purchased vacation will be selected last in consecutive days in the same week or if enough days were purchased, then a full week must be selected. Except when employees purchase vacation, vacations may be scheduled during any of the 52 weeks in the calendar year. For the week beginning in one year and ending in the next, it is agreed that the week will be treated as if the entire week was in the same year as the first day (Saturday). This practice will not be considered as carrying vacation over to the next year. **Federal regulations prohibit employees from using purchased vacation beyond the end of the year for which it is purchased for use, and all other vacation days must be used before purchased vacation may be used.**
2. During the year, employees can take a portion of their vacation for periods of less than one week by initially borrowing from any of the full weeks. Thereafter, employees can only borrow from one week at a time and cannot borrow from another week until this week is exhausted. Employees will be limited to two weeks (10 days) vacation that can be scheduled day-at-a-time.

3. Employees desiring a vacation for a time period of less than one week shall specify from which week they are borrowing the day or days.
4. Employees who borrow days from a scheduled vacation week must take off the remaining scheduled days at the time they **are** scheduled or designate the remaining days **as** unscheduled if available. The maximum number of days to be unscheduled at any time is five **days**. Day-at-a-time vacation can only be used at a date before the scheduled date.

Example: An employee has three weeks **of regular vacation (120 hours)**, **two days of accelerated vacation (16 hours)** and **five days of carry-over vacation**. This employee also purchased three days (or 24 hours) of vacation in 2011 for use in 2012. During vacation selection, the employee:

1. **Selects** the weeks of March **10-16**, July **7-13**, and December **1-7**;
2. **After all others have selected regular vacation, carry over vacation is selected, and this employee selects the week of November 10-16;**
3. **After all others have selected carry over vacation, individual days remaining are selected, and this employee selects November 24 & 25;**
4. **After all others have selected remaining individual days, purchased vacation days are selected, and this employee selects November 26, 27, and 28.**

The employee requests and is granted permission to be off on February 7 and 8. The employee specifies the two days being borrowed from the week scheduled in July. The employee must also specify which days from July are being used. The employee later requests and is granted permission to be off for one day on May 28. The employee borrows this one day from the week scheduled in July and must specify which day from July

is being used. In March, the employee must take the scheduled full week. In July, the employee must take the remaining two days already scheduled or change these days to unscheduled, and in December, the employee must take the scheduled full week.

5. An employee requesting to be off for periods of time less than a week should follow the procedures outlined below:

- A. Requests should be made in writing at least three days prior to the day desired off for Maintenance and (non multi-shift) Fossil Fuel personnel. Operating and Fossil Fuel (multi-shift) personnel must give at least seven days' notice. It is recommended that Operating and Fossil Fuel (multi-shift) personnel requests be made prior to preparation of the weekly work schedule for the time desired. This procedure will facilitate schedule preparation, reduce the number of employees whose work schedule has to be changed after it has been posted, and maximize the opportunity to grant the requests.
- B. Management will consider each request, and if the work requirements can be met without additional cost to the Company, permission will be granted for the individual to be off on a first-come, first-serve basis.

Management will determine if:

1. The employee can be excused and a replacement is not required; or
2. There is another employee on the same shift who can fill in for the vacationing employee; or
3. A miscellaneous relief person can be rescheduled to fill in for the vacationing employee.

In any case, work requirements must be met.

6. Management shall continue to establish the maximum number of employees allowed to be off at any one time and shall make the determination when work requirements prohibit allowing anyone off on certain days. There may be occasions when an employee has been given permission to be off and work requirements cause the vacation day(s) to be canceled.
7. Management will continue its policy of granting vacations for unforeseen situations that may arise. It is understood that the request notification time periods may not be met under these circumstances.
8. In the event this system creates an administrative or economic burden, Management reserves the right to revert to the contract language.

## **EXHIBIT "I"**

### **GENERAL GUIDELINES FOR TEMPORARY PROMOTIONS**

Temporary promotion (blueslipping) is defined as relieving, substituting, or working in a higher classification. It is desirable that all eligible employees have blueslipping experience in order that they may be prepared for permanent promotion to a higher classification covered by the Memorandum of Agreement. No employee should request to be excused from temporarily working in a higher classification for trivial or frivolous reasons. Blueslipping is an important and necessary phase of the work. There may be temporary justification for excusing an employee from blueslipping, and there also may be cases where, for various serious personal reasons, an employee requests to be excused from any blueslipping for relatively long periods of time. Opportunities for blueslipping will be available on a seniority basis among eligible qualified employees at each location. While every effort will be made to tender blueslipping opportunities to the senior employee, it is recognized that this may not always be practical in every instance.

The policy to be followed concerning blueslipping is now summarized as follows:

1. Employees will be expected to blueslip when directed by supervision. If they have compelling and sufficient reasons, they may be excused by supervision from this temporary duty. It is intended that each tender of opportunity for blueslipping and subsequent excuse be considered as a separate individual incident and not prejudice or preclude consideration for blueslipping opportunities in the future. If there is no qualified employee who desires to be blueslipped, the junior qualified employee will be required to blueslip, absent a valid reason. A valid reason may be defined as an unexpected or

- personal need that would cause serious personal or financial harm to the individual if not attended to immediately.
2. Employees may have valid personal reasons for not working in a higher classification. They may feel not qualified to work in a higher classification or might fear the greater responsibility. An employee having these or similar feelings may, upon request, be excused from consideration for blueslipping for a definite period of time. Employees may withdraw their request at any time.
  3. Employees who are called out between paid blueslip assignments will be paid the blueslip rate for the call out.

**NOTE: (Deleted July 1, 2012)**

**EXHIBIT "O"**

**SENIORITY PROVISIONS FOR**

**PREVIOUS NUCLEAR PLANT ELECTRICIANS AND  
MECHANICS**

Seniority accumulated in the classification of Nuclear Plant Electrician or Mechanic by employees who promoted or transferred into the classification from within the section will be considered as seniority accumulated in the classification of Mechanic or Electrician with the following exceptions:

1. Employees who are awarded nuclear plant jobs and who gain seniority because they meet the special "three-year experience requirement" must return to their former fossil plant seniority list position when competing for jobs outside the nuclear plant.
2. Employees who transfer or promote into the Nuclear Plant Electrician or Nuclear Plant Mechanic classification from outside the maintenance section or are newly employed in the classification as a result of the special "three-year experience requirement" will start accumulating classification seniority to be used as fossil plant Journeyman seniority at the time an employee with less Fossil and Hydro Electric Generating Plants Division seniority is promoted to Journeyman in the same route of progression.

**Note:** *This exhibit remains in the Memorandum of Agreement to track the seniority of Fossil and Hydro Electricians and Mechanics who accumulated seniority in the classifications of Nuclear Plant Electrician or Mechanic, respectively, prior to the effective date of this Memorandum of Agreement. Otherwise, this provision (formerly Paragraph 19(a)(14)) was discontinued on July 13, 1999.*

EXHIBIT "R"

**MEMORANDUM OF UNDERSTANDING ON**

**GENERAL PLANT OPERATORS**

This Memorandum of Understanding (MOU) entered into between Georgia Power Company (GPC) and IBEW Local No. 84 (Union) establishes new classifications covered by the terms and conditions of employment set forth in the Memorandum of Agreement currently in effect between GPC and the Union. These new classifications will be called "General Plant Operator I" and "General Plant Operator II". A new Section and Division will be created and called General Plant Operators. The regular working hours for these employees will be as described in paragraph 33 of the Memorandum of Agreement with the exception that employees may be scheduled to work a 4-10 schedule as determined by management.

Employees accepting jobs in this Section will be restricted from bidding on vacancies outside this Section for a period of 36 months.

Paragraph 48 of the Memorandum of Agreement will not apply to these employees. They are required to provide a reliable method where they can be reached.

After two years in this Section, employees must meet all three requirements (operating, mechanical, and electrical). Employees will be required to meet operating requirements and either of the maintenance requirements within three months of accepting a General Plant Operator job. Once an employee has achieved all three requirements, the employee will be promoted to General Plant Operator II regardless of the time spent in General Plant Operator I. Failure to meet requirements after the 6-month probationary period (paragraph 19m) will result in the employee being removed from this Section and the employee may exercise seniority.

Pay for these classifications will be as follows:

General Plant Operator II 3990 4020 4050 4080

## General Plant Operator I 3885 3915

The General Plant Operator classifications will be filled by seniority, competency being equal. These employees will be responsible for, among other things, operating the units, mechanical maintenance duties, and electrical maintenance duties.

If these classifications are to be used at a combined cycle plant, management agrees to discuss the positions with the union before posting the jobs.

Dated this 4<sup>th</sup> day of January 2000.

By:

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**MICHAEL O. WALLACE  
BUSINESS MANAGER**

By: \_\_\_\_\_  
R. HENRY LIGHTFOOT  
MANAGER, LABOR  
RELATIONS

**EXHIBIT "S"**  
**MEMORANDUM OF UNDERSTANDING ON**  
**PLANT SENIORITY**

For Employees in Sections VII, XII and XIII in the  
Fossil and Hydro Electric Generating Plants  
Effective the date of the signing of this 2008 agreement

A. Seniority of newly hired employees (those that enter the Fossil and Hydro Electric Generating Plants Division (Generating) via transfer or any other means in Sections VII, XII, and XIII will change. Current employees, those in Generating on the date of the signing of this agreement, including employees under Paragraph 32 and employees on leaves of absence, will continue with their present state-wide seniority system (i.e., current employees will be "grandfathered"). However, grandfathered employees will lose their grandfathered status if they leave the company or transfer out of Generating for more than the probationary period defined in Paragraph 19(m), except for transfers to the General Plant Operators Division. Newly hired employees will be given a one-time transfer (i.e., laterals, promotions, demotions) for vacancies that naturally occur using statewide classification seniority. One time means one transfer during an employee's career with Georgia Power.

1. Generating will be divided in to seniority groups called "Bid Groups." The bid groups will be named as follows:

Coastal (consisting of Plants Kraft, McIntosh & McManus)	Plant Branch
Plant Bowen	Hydro Plants as one bid group
Plant Hammond	Plant McDonough
Plant Mitchell	Plant Scherer
Plant Wansley	Plant Yates

2. Each bid group will be treated as a separate division. Seniority will be defined as time in one's classification in one's bid group rather than time in one's classification state wide. Employees in a particular bid group will be given preference over bidders outside their bid group when bidding on any vacancies with the exception of current employees. Bidding from one bid group to another will be treated the same as a cross-division transfer in which case employees will compete for openings on the basis of classification time with the following exceptions:
  - a. General Plant Operators Division employees will be able to:
    - i. bid from their division to any bid group using statewide classification seniority;
    - ii. exercise seniority using statewide classification seniority.
  - b. General Plant Operators Division employees bidding cross-bid group will be given preference before all other employees outside Generating.
  - c. Should a lay-off due to lack of work occur, all employees will be treated as if they have state-wide seniority in their classification including employees in the General Plant Operators Division. Employees that are displaced will be allowed two lateral transfers each year (overriding the language in Paragraph 19(n) that reads, "Employees may have one lateral transfer per 12 months") until they return to the classification they were displaced from.

3. In Section XII, change BTO, ABTO and AEO monthly wages as follows:

Boiler-Turbine Operator				
5091	5122	5153	5185	5213
Assistant Boiler-Turbine Operator				
4690	4728	4766	4803	
Auxiliary Equipment Operator				
3650	3767	3884	4000	

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## Core Safety Beliefs

- Safety takes precedence over all other requirements.
- Safety is a personal value.
- All hazards can be controlled.
- The “Spirit of Safety” is constant.



