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K # 6015

1400.ees



MEMORANDUM OF AGREEMENT

GENERATION

between

GEORGIA POWER

A SOUTHERN COMPANY

and

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

8100

Effective: 7/1/02 - 6/30/05



"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

K # 6015

1400 ees

MEMORANDUM of AGREEMENT

Covering Employees in Generation

between

**GEORGIA POWER
COMPANY**

and

LOCAL UNION No. 84

of the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

8100

Effective July 1, 2002 through June 30, 2005

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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.

SECTIONS:

- IV. Electric Generating Plant Maintenance Crews
- VII. Fossil and Hydro 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 six (6) months of their employment. If at the end of this first six months an employee has not worked within a given section and/or location for a period of at least three months as a result of requesting and receiving a transfer or a promotion, the employee's trial period will be extended to nine months. Employees not receiving a transfer or a promotion will not have their trial period extended beyond six months. 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). New regular full-time employees in classifications covered by this Agreement, who have been continuously employed full time since their last employment date, shall be entitled to their first vacation after they have actually worked 130 regularly scheduled work days. Included in days worked are holidays, days served on jury duty, and days served as subpoenaed witness. After the first vacation, all regular full-time monthly salaried employees in classifications covered by this Agreement who, on December 31, of any calendar year, have completed one year or more of continuous service with the Company shall be granted a vacation with pay during the following calendar year, provided they have actually worked 1,560 hours (to include overtime) during the previous calendar year. Included in hours worked are holidays and vacation days, days served on jury duty, days served as subpoenaed witness, time lost due to on-the-job injury not to exceed 60 days, and up to 10 paid sick days in excess of the first 20 paid sick days during the previous calendar year.

The length of vacation shall be determined by years of service indicated below:

two weeks after one year of continuous service. An employee will be eligible to take one week of the initial two-weeks vacation after completing 130 continuous workdays.

three weeks during the calendar year in which the employee completes seven or more years of accumulated service.

four weeks during the calendar year in which the employee completes 15 or more years of accumulated service.

five weeks during the calendar year in which the employee completes 25 or more years of accumulated service.

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 40 hours of vacation into the next calendar year.

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. In the event such an employee is recalled to work, the employee shall be eligible for a vacation in the year in which the employee is recalled, provided the employee had worked 1,560 hours during the previous calendar year and provided the employee had not received vacation pay in the calendar year in which the employee is recalled.

Employees recalled from lay off, returned from sick leave (including long-term disability), Workers' Compensation leave and leave of absence (including returned from holding Union office) who did not receive pay for vacation and are not eligible for vacation in the year of their return shall be eligible to take one week of vacation after they have actually worked 130 regularly scheduled work days. Included in days worked are holidays, days served on jury duty, and days served as subpoenaed witness. If such employees do not work 1,560 hours in the calendar year of their return, they shall be eligible

to take another week of vacation after they actually work an additional 130 regularly scheduled work days.

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 within 60 days, 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. For vacation selection, only accumulated service with Georgia Power Company will be used. Selection is based on the employee's classification and latest employment date. 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.

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, within 60 days 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 within 60 days in lieu of the time actually worked on such holiday.

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(a). 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

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 demoted after January 1, 1992, because of a lay off due to lack of work, may use former classification seniority for promotion back to the previous classification. Employees, in the section where a vacancy occurs, will be considered first before cross-section bids will be allowed.

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. Upon mutual consent of Management and the Union, an employee with a verified on-the-job physical disability will be given preference, without regard to seniority, for any job in the employee's own section when a vacancy exists for which the employee is sufficiently competent. Any employee waiving a promotion shall retain full seniority rights for advancement to the next higher classification.

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). When a vacancy is filled by promotion of any employee who is not the senior employee in the classification, such employee cannot bid on a vacancy in a lower classification during a 31-day period following the promotion.

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) Management will provide bid forms to generating plant employees at each location. Employees will fill out these forms and place them in locked boxes at their plant. The forms will be returned to the employees verifying receipt of their bids.
- (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 may have two lateral transfers per calendar year.
- (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 left signed written notice with supervision (preferably on a 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 left signed-written notice (preferably on a bid form) with their supervision 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 signed written notice was previously left with supervision.
- (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 leave written notice with their supervision (preferably on a bid form) of 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 tumdown.
- (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 Foreman shall be handled under the terms of Exhibit "A" and will require two hours of work in the Foreman's 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. Such employee accepting a promotion in either a new section or another cross-section transfer will forfeit recall rights to the former section.
- (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. Such request must be in writing and renewed every 90 days to remain valid during the period in which recall rights are in effect. An employee accepting a promotion in the new section or another cross-section transfer will forfeit recall rights to the former section.

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. 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.

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. **Employees are expected to work the shift they select.** However, 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. **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. 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. Employees who are allowed to go off duty by 5:00 p.m. shall not have the meal after quitting time paid for unless the employee is required to stay away from the plant overnight.

- (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 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, sleeting 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, and such absences will not be considered in calculating the days absent during a calendar year to determine eligibility for vacations. 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 rainsuits, 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) hereir 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, 2002, through June 30, 2005**, 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, 2005**, 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, 2002, 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, 2003, 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, 2004, 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.

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 9th day of October 2002.

GEORGIA POWER COMPANY

By: Mickey A. Brown
Senior Vice President

Attest: Janice G. Wolfe
Corporate Secretary

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

LOCAL UNION NO. 84

By: Andy Frazier
President

By: Doyle W. Howard
Business Manager / Financial Secretary

By: Terry Rayburn
Recording Secretary

APPROVED:

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

New employees, or 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. Any employee covered by this Agreement who is temporarily promoted to Foreman for periods of two consecutive hours or more at any given time shall be paid at a base rate of **\$4632 per month (subject to general increase)** for the time the employee is temporarily promoted to **Team Leader**. The employee shall be subject to the overtime provisions of this Agreement.

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 65¢ 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 75¢ 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

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES									
Mechanic (RMC)**	4071	4102	4119	4144						
Electrician or Mechanic*	4036	4067	4084	4109						
Senior Toolroom Keeper (1) (2)	4036	4067	4084	4109						
Apprentice Electrician or Mechanic*	3192	3224	3241	3266	3297	3312				
Truck Operator**	2588	2606	2636	2657						
Helper (b)	2431	2457	2507	2546	2582					
Helper (c)	2238	2323	2407	2495	2582					
Utilityman (a) (b)	1959	1979	2011	2029	2053	2110	2140	2188	2255	2327
Utilityman (a) (c)	1805	1856	1907	1956	2004	2088	2140	2188	2255	2327

- * 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.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.

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)	4089	4116	4142	4159						
Operator B (1) (Fossil and Hydro)	3333	3355	3378	3393						
Operator C (1) (Fossil and Hydro)	3098	3124	3152							
Utilityman (When Used) (2)	1959	1979	2011	2029	2053	2110	2140	2188	2255	2327
Utilityman (When Used) (3)	1805	1856	1907	1956	2004	2088	2140	2188	2255	2327

- (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.
- (2) For employees who were employed on or prior to 5-2-80.
- (3) For employees who were employed after 5-2-80.

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

CLASSIFICATION

MINIMUM TO MAXIMUM MONTHLY RATES

Boiler-Turbine Operator	4371	4391	4410	4430	4450					
Aast. Boiler-Turbine Operator	4015	4041	4066	4083						
Auxiliary Equipment Operator (b)	2930	3025	3116	3203	3299	3351	3406			
Auxiliary Equipment Operator (c)	2706	2820	2938	3049	3168	3289	3406			
Utilityman (a) (b)	1959	1979	2011	2029	2053	2110	2140	2188	2255	2327
Utilityman (a) (c)	1805	1856	1907	1956	2004	2088	2140	2168	2255	2327

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) 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

MINIMUM TO MAXIMUM MONTHLY RATES

Mechanics-Locomotive or Tractor Operator	4089	4116	4142	4159						
Coal Equipment Operator	3133	3184	3229	3275	3323	3351				
Switchman-Sampler	2269	2353	2436	2524	2613					
Utilityman (a) (b)	1959	1979	2011	2029	2053	2110	2140	2188	2255	2327
Utilityman (a) (c)	1805	1856	1907	1956	2004	2088	2140	2188	2255	2327

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) 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)	3439	3505	3572	3639	3811	3884	3958	4033	4109	
Truck Operator (1)	2588	2606	2636	2857						
Helper (2) (3)	2431	2457	2507	2546	2582					
Helper (2) (4)	2238	2323	2407	2495	2582					
Utilityman (When Used) (3)	1959	1979	2011	2029	2053	2110	2140	2188	2255	2327
Utilityman (When Used) (4)	1805	1856	1907	1956	2004	2088	2140	2188	2255	2327

(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.

(3) For employees who were employed on or prior to 5-2-80.

(4) For employees who were employed after 5-2-80.

SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS

CLASSIFICATION

MINIMUM TO MAXIMUM MONTHLY RATES

Mechanic (RMC)***	4192	4224	4242	4267						
Electrician or Mechanic*	4157	4189	4207	4232						
Senior Toolroom Keeper (1) (2)	4157	4189	4207	4232						
Apprentice Electrician or Mechanic*	3288	3321	3338	3364	3396	3411				
Truck Operator**	2666	2684	2715	2737						
Helper (b)	2504	2531	2582	2622	2659					
Helper (c)	2305	2393	2479	2570	2659					
Utilityman (a) (b)	2018	2038	2071	2090	2115	2173	2204	2254	2323	2397
Utilityman (a) (c)	1859	1912	1964	2015	2064	2151	2204	2254	2323	2397

- * 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.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.

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)	4212	4239	4266	4264						
Operator B (1) (Fossil and Hydro)	3433	3456	3479	3495						
Operator C (1) (Fossil and Hydro)	3191	3218	3247							
Utilityman (When Used) (2)	2018	2038	2074	2090	2115	2173	2204	2254	2323	2397
Utilityman (When Used) (3)	1859	1912	1964	2015	2064	2151	2204	2254	2323	2397

- (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.
- (2) For employees who were employed on or prior to 5-2-80.
- (3) For employees who were employed after 5-2-80.

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

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES									
Boiler-Turbine Operator	4502	4523	4542	4563	4584					
Asst. Boiler-Turbine Operator	4135	4162	4188	4205						
Auxiliary Equipment Operator (b)	3018	3116	3209	3299	3399	3452	3508			
Auxiliary Equipment Operator (c)	2787	2905	3026	3140	3263	3388	3508			
Utilityman (a) (b)	2018	2038	2071	2090	2115	2173	2204	2254	2323	2397
Utilityman (a) (c)	1859	1912	1964	2015	2064	2151	2204	2254	2323	2397

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) 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

MINIMUM TO MAXIMUM MONTHLY RATES

Mechanics-Locomotive or Tractor Operator	4212	4239	4266	4284						
Coal Equipment Operator	3227	3280	3328	3373	3423	3452				
Switchman-Sampler	2337	2424	2509	2600	2691					
Utilityman (a) (b)	2018	2038	2071	2090	2115	2173	2204	2254	2323	2397
Utilityman (a) (c)	1859	1912	1964	2015	2064	2151	2204	2254	2323	2397

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) 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)	3542	3610	3679	3748	3925	4001	4077	4154	4232	
Truck Operator (1)	2666	2684	2715	2737						
Helper (2) (3)	2504	2531	2582	2622	2659					
Helper (2) (4)	2305	2393	2479	2570	2659					
Utilityman (When Used) (3)	2018	2038	2071	2090	2115	2173	2204	2254	2323	2397
Utilityman (When Used) (4)	1859	1912	1964	2015	2064	2151	2204	2254	2323	2397

(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.

(3) For employees who were employed on or prior to 5-2-80.

(4) For employees who were employed after 5-2-80.

SECTION IV — ELECTRIC GENERATING PLANT MAINTENANCE CREWS

CLASSIFICATION

MINIMUM TO MAXIMUM MONTHLY RATES

Mechanic (RMC)***	4317	4350	4368	4394						
Electrician or Mechanic*	4282	4315	4333	4359						
Senior Toolroom Keeper (1) (2)	4282	4315	4333	4359						
Apprentice Electrician or Mechanic*	3387	3421	3438	3465	3498	3513				
Truck Operator**	2748	2765	2796	2819						
Helper (b)	2579	2607	2659	2701	2739					
Helper (c)	2374	2465	2553	2647	2739					
Utilityman (a) (b)	2079	2099	2133	2153	2178	2238	2270	2322	2393	2469
Utilityman (a) (c)	1915	1969	2023	2075	2126	2216	2270	2322	2393	2469

- * 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.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.

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)	4338	4366	4394	4413						
Operator B (1) (Fossil and Hydro)	3536	3580	3583	3600						
Operator C (1) (Fossil and Hydro)	3287	3315	3344							
Utilityman (When Used) (2)	2079	2099	2133	2153	2178	2238	2270	2322	2393	2469
Utilityman (When Used) (3)	1915	1969	2023	2075	2126	2216	2270	2322	2393	2469

- (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.
- (2) For employees who were employed on or prior to 5-2-80.
- (3) For employees who were employed after 5-2-80.

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

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES									
Boiler-Turbine Operator	4637	4659	4678	4700	4722					
Asst. Boiler-Turbine Operator	4259	4287	4314	4331						
Auxiliary Equipment Operator (b)	3109	3209	3305	3398	3500	3558	3613			
Auxiliary Equipment Operator (c)	2871	2992	3117	3234	3361	3490	3613			
Utilityman (a) (b)	2079	2099	2133	2153	2178	2238	2270	2322	2393	2469
Utilityman (a) (c)	1915	1969	2023	2075	2126	2216	2270	2322	2393	2469

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- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) 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

MINIMUM TO MAXIMUM MONTHLY RATES

Mechanics-Locomotive or Tractor Operator	4338	4366	4394	4413						
Coal Equipment Operator	3324	3378	3426	3474	3526	3556				
Switchman-Sampler	2407	2497	2584	2678	2772					
Utilityman (a) (b)	2079	2099	2133	2153	2178	2236	2270	2322	2393	2469
Utilityman (a) (c)	1915	1969	2023	2075	2126	2216	2270	2322	2393	2469

- (a) This classification will serve as the entry level job for all routes of progression in the employee's division.
- (b) For employees who were employed on or prior to 5-2-80.
- (c) For employees who were employed after 5-2-80.
- (d) Management at each plant will consider schedules suggested by the Union that are reasonable, cost-effective, and meet staffing requirements.

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SECTION XIV — MATERIALS DEPARTMENT

CLASSIFICATION	MINIMUM TO MAXIMUM MONTHLY RATES									
Sr. Storekeeper (Fossil & Hydro) (2)	3648	3718	3789	3860	4043	4121	4199	4279	4359	
Truck Operator (1)	2746	2765	2796	2819						
Helper (2) (3)	2579	2607	2659	2701	2739					
Helper (2) (4)	2374	2465	2553	2647	2739					
Utilityman (When Used) (3)	2079	2099	2133	2153	2178	2238	2270	2322	2393	2469
Utilityman (When Used) (4)	1915	1969	2023	2075	2126	2216	2270	2322	2393	2469

(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.

(3) For employees who were employed on or prior to 5-2-80.

(4) For employees who were employed after 5-2-80.

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 demonstrate ability to perform all duties assigned to Roving Maintenance Crews. In evaluating the demonstrated ability of employee 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 V 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 \$70 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 meal 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:

The Roving Maintenance Crew members shall schedule their vacations between the period June 1 to September 1 of each year. They will be allowed to schedule one week of their vacations outside this period if desired. **Additional vacation time outside this period may be scheduled based on business requirements.**

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

All other contract provisions for vacation schedules shall apply.

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 employees being excused and the substitutes will be charged with the amount of overtime worked by the substitutes. 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 employees being excused and the substitutes will be charged with the amount of overtime worked by the substitutes. 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 changes classification, changes section, or transfers to a new location, 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. Employees shall schedule their 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. 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.
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, employee can only borrow from one week at a time and cannot borrow from another week until this week is exhausted. Employee 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 were scheduled or designate the remaining days to be unscheduled if available. The maximum number of days to be unscheduled at any time is five days (40 hours). Day-at-a-time vacation can only be used at a date before the scheduled date.

Example: An employee has three weeks vacation. During vacation selection, the employee schedules the weeks of March 14-20, July 11-17, and December 5-11. The employee requests and is granted permission to be off on February 2 and 3. The employee specifies the two days being borrowed from the week scheduled in July. The employee must also specify which days are being moved. The employee later requests and is granted permission to be off for one day on March 27. The employee borrows this one day from the week scheduled in July and

specifies which day is being moved. In March, the employee must take a scheduled full week. In July, the employee must take the remaining two days already scheduled or change the days to unscheduled, and in December, the employee must take a 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.

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: Provisions of this understanding supersede Side Letters 6, 7, 11, and 12 on this subject. These Side Letters are a part of the "Side Letter Book" in effect on July 1, 1993, consisting of 34 letters.

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.

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