

Agreement

between

Duke Energy Ohio, Inc.

and

Duke Energy Kentucky, Inc.

and

Local Union 1347

International Brotherhood
of Electrical Workers

Affiliated with

AFL-CIO

2017-2022

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MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc., hereinafter referred to as the "Company," and Local Union 1347 of The International Brotherhood of Electrical Workers, AFL-CIO, referred to hereinafter as the "Union."

The Company and the Union recognize that in order for the parties to meet the challenge of competition, the need for long term prosperity and growth, and establish employment security, each must be committed to a cooperative labor management relationship that extends from the bargaining unit members to the executive employees. The Company and the Union agree that employees at all levels of the Company must be involved in the decision making process and provide their input, commitment, and cooperation to improving productivity and helping the Company become the lowest cost producer and highest quality provider of energy service.

ARTICLE I

Section 1. (a) The Company recognizes the Union, during the term of this Agreement, as the sole and exclusive representative of the employees in the bargaining unit defined as "The Electrical Workers Unit" by the National Labor Relations Board in its Decision and Direction of Election dated August 12, 1944, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. A-22

(b) All new employees shall be classified as probationary employees for a period of one (1) year. Employees with six months or more of continuous service are eligible to receive supplemental industrial accident compensation, supplemental jury duty pay and will be entitled to bidding rights to other job classifications. Further, probationary employees shall have no recourse to the grievance procedure as set forth in Article II, Section 1 for the first six (6) months of the probationary period. However, after serving six (6) months of the probationary period, probationary employees will have recourse to the grievance procedure for any non-discipline related grievances.

Section 2. (a) This Agreement and the provisions thereof shall take effect on April 1, 2017 and shall be binding on the respective parties hereto until April 1, 2022 and from year to year thereafter unless changed by the parties.

(b) Either of the parties hereto desiring to change any section or sections of this Agreement and/or to terminate this Agreement shall notify the other party in writing of that intention at least sixty (60) days prior to April 1, 2022 or any subsequent anniversary date. If neither party gives such notice the Agreement shall continue from year to year. If such notice is given by either party the Agreement shall be open for consideration of the change or changes desired. Within fifteen (15) days from the date the first notice of intention to change is given by either party to the other, but not later than thirty (30) days prior to April 1, 2022 conferences shall commence for the purpose of considering the proposed changes. At the first such conference, each party will submit its proposed changes, in writing, to the other party.

(c) In case of failure to reach an agreement on the changes desired by either or both parties, within a period of thirty (30) days following commencement of conferences, but in no event later than the renewal date of this Agreement, the changes shall be referred to arbitration as provided for in Article II, Section 2 hereof. Either party desiring to avail itself of arbitration in this

case shall notify the other party in writing of its desire to arbitrate and at the same time name its arbitrator. The parties mutually agree that there shall be no strikes, work stoppages, slowdowns or lockouts pending the decision of the arbitrators. The provisions of this paragraph shall not apply in the event either party gives written notice to the other party at least sixty (60) days prior to April 1, 2022, of its desire to terminate the Agreement on April 1, 2022, if there remains at that time issues which the parties are unable to resolve.

(d) In the event agreement is reached on or before March 31, the 2017 - 2022 Agreement will be extended for a mutually agreed number of calendar days. The Union shall have one-half of the mutually agreed number of calendar days immediately following the date an agreement is reached in which to submit the Agreement to its membership for ratification and in case of failure to ratify, in order that the Company shall have the remaining one-half of the mutually agreed number of calendar days as notice before a strike or work stoppage commences. Providing the mutually satisfactory Agreement is ratified by the membership within the first one-half of the mutually agreed number of days following the date an agreement is reached, such Agreement will be made retroactive to the 31st day of March.

(e) It is agreed that this Agreement may be amended or added to at any time by written consent of both parties hereto.

Section 3. The Union agrees not to admit to membership or permit to retain membership for collective bargaining purposes any foreman or supervisory employee of the Company who is not employed in a classification within the unit now represented by the Union.

Section 4. (a) 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 operation of a public utility and to the welfare of the public dependent thereon and in consideration thereof, as long as this Agreement and conditions herein be kept and performed by the Company, the Union agrees that under no conditions and in no event, whatsoever, will the employees covered by this Agreement, or any of them, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under this Agreement. The Company agrees on its part to do nothing to provoke interruptions of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's property and that any difference that may arise between the above-mentioned parties shall be settled in the manner herein provided.

(b) The Company agrees that it will not attempt to hold Local Union 1347 of the International Brotherhood of Electrical Workers, financially responsible or institute legal proceedings against the Union because of a strike, slowdown or work stoppage not authorized, abetted or condoned by the Union. The Union agrees that any employee or employees who agitate, encourage, abet, lead or engage in such a strike, work stoppage, slowdown or other interference with the operations of the Company shall be subject to such disciplinary action as the Company may deem suitable, including discharge, without recourse to any other provision or provisions of the Agreement now in effect.

Section 5. (a) This Agreement covers all work done for the Company, including work performed by Duke Energy Shared Services, Inc., by the employees of the occupational classifications in the unit defined as "The Electrical Workers Unit" by the National Labor Relations Board Order dated August 12, 1944, which is covered by this Agreement. The unit so defined shall retain jurisdiction over such work as was normally performed by it prior to March 31, 1945, but such jurisdiction shall not be expanded except by mutual agreement of the parties hereto or through due process under the National Labor Relations Act.

Employees other than those covered by this Agreement shall continue to perform work normally performed by them prior to March 31, 1945, except where mutually agreed upon in specific instances as itemized in Departmental Rules of this Agreement.

(b) Except in case of emergency, work regularly done by employees in a classification shall be restricted to such work as is normally assigned to that classification, or work of a basically similar nature.

(c) Foremen's duties shall be restricted to direct supervision except in cases of emergency, for such incidental work as may occasionally be required or as may be otherwise outlined in the Departmental Work Rules.

Section 6. The Company and the Union agree to meet and deal with each other through their duly accredited representatives on matters relating to hours, wages and other conditions of employment of the employees of the Company covered by this Agreement.

Section 7. Respecting the subject of "Union Security," the parties mutually agree as follows:

(a) To the extent permitted by State law, all regular employees of the Company as of the ratification of this Agreement, who are not members of the Union shall not be required as a condition of their continued employment to join the Union. However, after April 1, 2017, all regular employees of the Company within the bargaining unit represented by the Union who are members of the Union, and who are not more than six months in the arrears with dues, or who may become members of the Union, shall be required as a condition of their continued employment to maintain their membership in the Union in good standing, unless prohibited by State law, and subject to the annual ten day escape period hereinafter described.

(b) The Union agrees that neither it nor any of its officers or members will intimidate or coerce any of the employees of the Company to join or become members of the Union, nor will said Union or any of its officers or members unfairly deprive any employee within the bargaining unit represented by the Union of union membership or of any opportunity to obtain union membership if said employee so desires. In this connection the Company agrees that it will not discriminate against any employee on account of activities or decisions in connection with the Union except as the same may become necessary on the part of the Company to carry out its obligations to the Union under this Agreement.

(c) If a dispute arises as to the actual union status of any employee at any time as to whether or not the employee has been unfairly deprived of or denied union membership, the dispute shall be subject to arbitration, in accordance with the arbitration provisions of Article II, Section 2 of this Agreement.

(d) To the extent permitted by State law, within thirty-one (31) days after the date of hire, all employees who are not members of the Union, except those employees mentioned in subsection (i) of this section, shall be required as a condition of continued employment, unless prohibited by

State law, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the monthly dues uniformly required by the Union Members. Such contributions shall be checked off upon proper written authority executed by the employee and remitted to the Union in the same manner as the dues of members.

(e) The Company agrees to dismiss any employee at the written request of the Union for non-payment of union dues or service charges or to discipline employees represented by the Union in the manner herein provided for violation of this Agreement, if requested to do so in writing by the Union. Nothing in this clause, however, shall be construed so as to require the Company to dismiss or discipline any employee in violation of any state or federal law.

(f) The Union agrees that any present or future employee who is now or may become a member of the Union may withdraw from membership in the Union, to the extent permitted by law, between September 21st and September 30 inclusive of each year, by giving notice in writing to the Labor Relations Department of the Company. After such withdrawal an employee shall not be required to rejoin the Union as a condition of continued employment.

(g) The Company agrees that after proper individual authorizations by means of written individual assignments in a form mutually agreeable to both parties to deduct Union dues and service charges, and the original initiation fee from members' pay. This deduction shall be made once each month and shall be forwarded within seven calendar days to the authorized agent of the Union.

(h) The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of any action taken or not taken by the Company for purposes of complying with the provisions of this Section 7.

(i) The Union agrees that in the event of any strike, work stoppage, slowdown, picketing or any other interference to the work or the operations of the Company by a group of employees in the bargaining unit represented by the Union this section of the contract is then and there and by reason thereof automatically canceled and of no further force and effect; provided, however, that the Company may, upon the presentation of proof satisfactory to the Company, within ten days thereafter, that the Union did not directly or indirectly authorize, permit, endorse, aid or abet said strike, work stoppage, slowdown, picketing or interference referred to, reinstate this section of the contract, which section, if reinstated will, from and after the date of reinstatement, be of the same validity, force and effect as if it had not been canceled. In this connection, it is the expressed intention of the parties that for the purpose of making this cancellation provision effective without affecting the other sections of the contract, this contract is to be considered a severable contract. Should the automatic cancellation of this section occur, it is the intention and agreement of the parties that all other sections and provisions of the contract remain in full force and effect as therein provided. The Company agrees that it will not deliberately arrange or incite such interference to the work or operations of the Company as are referred to in this section.

(j) The Company agrees that all persons, before they are employed as regular employees in any classification within the unit represented by the Union, shall be required to signify in writing their voluntary willingness and intention to join the Union not later than thirty-one (31) days after their employment by the Company.

Section 8. There shall be no discrimination, interference, restraint or coercion by the Company or the Union or their agents against any employee because of membership or non-membership in the Union, because of lawful activities on behalf of the Union, or because of race,

color, religion, sex or national origin or ancestry or for any other reason. References to the masculine gender are intended to be construed to also include the female gender wherever they appear throughout the Agreement.

Section 9. (a) Except where expressly abridged by a specific provision of this Agreement, the Union recognizes that the management of the Company, the direction of the working forces, the determination of the number of men it will employ or retain in each classification, and the right to suspend, discharge, or discipline for just cause, or hire, promote, demote or transfer, and to release employees because of lack of work or for other proper and legitimate reasons are vested in and reserved to the Company.

(b) The above rights of Management are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. Any of the rights, powers, and authority the Company had prior to entering this Agreement are retained by the Company, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

(c) The Company may adopt or revise any work methods and procedures which are not in direct conflict with the provisions of this Agreement. The Company will notify the Union, in writing, of any new or revised Company work methods and procedures. Such new or revised Company work methods and procedures shall not be effective until such notice is given.

(d) The foregoing three paragraphs do not alter the employee's right of adjusting grievances as provided for in Article II, Section 1 of this Agreement.

(e) In order to avoid possible grievances, the Company will discuss in advance with the representatives of the Union, promotions, demotions, layoffs, transfers and rehiring of employees in all classifications governed by this Agreement, except in instances where the employee with the greatest length of classified seniority is selected for promotion, or the employee with the least classified seniority is selected for demotion or layoff. The Company agrees that the Department Management will notify in writing in advance or as promptly as possible the Master Steward or Business Manager of the Union of promotions, demotions or transfers of employees covered by this Agreement.

(f) Except as herein provided, promotions, demotions, transfers or layoffs of employees covered by this Agreement made by the Company without discussion in advance with the Union representatives will not be considered permanent, until so discussed.

Section 10. A copy of any letter constituting disciplinary action by the Company against any employee covered by this Agreement shall be furnished to the employee and the Union. In case of a grievance resulting from such a warning letter see Article II, Section 1.

Section 11. Employees shall not be required to cross a picket line except to perform work which is necessary to provide the normal services of the Company. A supervisor shall make the necessary arrangements with the picketing Union involved for the employee to cross the picket line. Whenever possible, the supervisor will attempt to have the employee enter the property through a non-picketed entrance.

ARTICLE II

Section 1. GRIEVANCE PROCEDURE. (a) Any dispute or disagreement arising between an employee and the Company, or the Union and the Company may become the subject of a grievance. However, with respect to any claim or dispute involving the application or interpretation of an employee health, welfare or pension (including defined benefit, defined contribution and 401(k) plans) plan, initially the Employee and the Union will make a good faith effort to resolve those disputes in accordance with the terms and procedures set forth in the relevant plan document and applicable laws. Additionally, should the content of any communication relating to employee benefits conflict with the terms of the relevant plan document, the terms of the plan document shall govern. The time limit for filing a grievance will be suspended as long as the Employee and the Union are pursuing the appeal processes in the benefit plans. A-17

Realizing the importance of avoiding delays in rendering decisions regarding grievances, the following procedure shall be followed. If after consultation between an employee covered by this Agreement and his or her immediate supervisor, the employee still feels that there is a grievance arising out of this Agreement, the avenue of adjustment for grievances shall be as follows:

First Step

An employee or the Union must file any grievance, involving wages, hours of work, conditions of employment, or of any nature arising out of this Agreement with the employee's supervisor. The grievance shall first be taken up with the supervisor involved, within 30 days of its occurrence or 30 days from the time the employee or the Union became aware of the occurrence. The initial meeting shall be held between the supervisor and other management, the employee involved and the officially designated steward. Grievances in this step shall be answered verbally at the meeting or within 5 days of the conclusion of the meeting. The supervisor will also inform the Union of the appropriate management person to notify in the event that the Union wishes to pursue the grievance to the second step.

Second Step

If the parties are unable to resolve the grievance following the first step, within 10 work days of the first step response, the Union may submit a written grievance to the management of the department designated in the first step. Department management will schedule a meeting with a small committee representing the Union within 20 workdays after receipt of the written grievance. The department management will render a written decision within 30 workdays after the date of the meeting.

Third Step

If the parties are unable to resolve the grievance following the second step, within 30 workdays of the second step response, the Union may notify the Labor Relations Department in writing of its desire to advance the grievance to the third step of the grievance procedure. The Labor Relations Department will schedule a meeting with the appropriate management representatives and a small committee representing the Union within 20 workdays after receipt of the written request. The Labor Relations Department will render a written decision within 30 workdays of the date of the third step meeting.

The procedure outlined in this section may be altered at the request of the Union in a discharge case by filing the grievance in writing initially at the second step of the grievance procedure.

Employees engaged in the above grievance procedure during their working hours shall not suffer a loss of straight-time pay for that time.

Section 2. ARBITRATION PROCEDURE. (a) If the parties are unable to resolve the grievance following the third step, the Union, within 30 workdays of receipt of the third-step response, may notify the General Manager, Labor Relations in writing of its desire to advance the grievance to arbitration.

(b) Upon receipt of the Union's notification the parties will promptly petition the Federal Mediation and Conciliation Service (FMCS) for a panel of seven arbitrators and an arbitrator will be selected by the parties. In the event that no acceptable arbitrator appears on the panel of arbitrators submitted by FMCS either party may request an additional panel from FMCS.

(c) The arbitrator so selected shall hold a hearing as promptly as possible on a date satisfactory to the parties. If a stenographic record of the hearing is requested by either party, the initial copy of this record shall be made available for the use of the arbitrator and the party requesting the records. The cost of this initial copy and its own copy shall be borne by the requesting party, unless both parties desire a copy. If both parties desire a copy they shall equally share the cost of the arbitrator's copy, and shall each bear the cost of any copies of the record they desire.

(d) After completion of the hearing and the submission of the post-hearing briefs, the arbitrator shall render a decision and submit to the parties written findings that will be binding on both parties to the Agreement.

(e) The arbitrators' and other joint expenses mutually agreed upon shall be borne equally by both parties.

(f) Any grievance that is not taken to the next step within the time limits specified will be deemed to have been withdrawn and shall not set a binding precedent for any pending or future grievances. If at any step in the grievance procedure, the Company does not answer within the designated time frame, the Union may notify the Company of its desire to advance the grievance to the next step of the grievance procedure. Any time limits may be extended by written agreement between the parties.

(g) The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. It is also mutually agreed that there shall be no work stoppage or lockouts pending the decision of the arbitrator or subsequent thereto.

ARTICLE III

Section 1. System Service shall date from the time an employee first earns compensation in the employ of the Company, except as such continuous service record may be lost in accordance with Item (h), Section 5 of Article III of this Agreement.

Section 2. Division Seniority shall be the total seniority accumulated in a specific division.

Section 3. Classified Seniority shall date from the time an employee is employed in a specific classification.

Section 4. For the purpose of this Agreement the Divisions of the Company shall be considered as follows:

- | | | |
|------|--|--------------------------------|
| (1) | East Bend Station | - Regulated Coal Fleet |
| (5) | Woodsdale Station | - Regulated Coal Fleet |
| (6) | Operators | - Midwest Field Operations |
| (7) | Substation | - Midwest Field Operations |
| (8) | Test & Relay/Field Services | - Midwest Field Operations |
| (9) | Electric Trouble | - Midwest Field Operations |
| (10) | Electric Meter | - Midwest Field Operations |
| (11) | Overhead Transmission and Distribution, Construction | - Midwest Field Operations |
| (12) | Underground Cable and Equipment | - Midwest Field Operations |
| (13) | Service Division | - Midwest Field Operations |
| (14) | Power Delivery Warehouses | - Midwest Operations |
| (15) | Generation Supply Chain | - Midwest Warehouse Operations |
| (16) | Fleet Services | - Enterprise Fleet |
| (17) | Gas Operations Supply Chain | - Gas Operations |

Section 5. (a) Company System Service shall be used to determine the amount of vacation an employee is eligible to receive.

(b) There shall be no transfer of classified seniority rights for Power Operations' employees between the East Bend Station and the Woodsdale Station.

(c) The Company shall maintain an up-to-date seniority list of all employees in each Division. Such list shall show System Service and Classified Seniority of each employee and shall be posted in a place or places accessible to all employees in such Divisions. If exception is not taken to the list as posted within thirty (30) days from the date of posting the list shall be considered as correct and no change will be made thereafter except by mutual agreement between the Company and the Union. Copies of these lists shall be forwarded to the Union.

(d) An employee entering military service shall continue to accumulate full system service and full seniority for the time specified by applicable laws provided that he returns with a certificate

of satisfactory completion of his active service and applies for work within the time specified by said laws after his release from active duty.

When a regular employee returns from military service, as defined in the previous paragraph of this section, he shall be given an opportunity and reasonable assistance to qualify for any job to which he would have progressed in the promotional sequence in which he was employed at the time of his entry into military service; and he will be promoted to that classification at the time he becomes qualified and provided he bids every opening in his promotional sequence at the time he becomes qualified after he returns from military service. His classified seniority shall then be adjusted.

(e) Leave of absence may be granted, if requested in writing, to an employee with the written consent of the Company. Employees on leave of absence for Military Service, illness, injury, or Union business shall accumulate system service and seniority. Employees on leave of absence granted for any other reason shall not accumulate system service or seniority but system service and seniority already accumulated shall not be forfeited. Where a leave of absence is granted to any employee covered by this Agreement, the Company shall notify the Union in writing without delay.

(f) Any member or members not to exceed three (3) members elected or employed by Local 1347 of the Union whose duties for the Local require their full time shall be granted a leave of absence by the Company for six (6) months and additional six (6) months' periods thereafter providing that each member is from a different promotional sequence or that the Company has granted permission for two (2) members to be from the same promotional sequence. On return to the employ of the Company such employees shall be employed at their previous classification or other higher classification within this unit for which they may be qualified.

Employees on leave of absence who are employed full time by the Local Union shall be eligible to participate, at no cost to the Company, in the Medical Insurance programs and the Group Life Insurance program.

(g) An employee losing time due to illness or injury shall be entitled, upon recovery, if physically and mentally qualified, to the position held prior to such accident or illness.

(h) Employees will lose their system service and seniority who:

- (1) Quit of their own accord. If such employees should return to work with the Company on a full-time basis, those employees will recoup their system service seniority previously held before leaving the Company.
- (2) Is discharged for cause.
- (3) Fails to report their availability for work within three (3) scheduled working days, fails to report for work within seven (7) days after being recalled from layoff or fails to make other arrangements satisfactory to the Company within the first three (3) scheduled working days after notification.

Section 6. (a) In making promotions within the bargaining unit classified seniority, ability and qualifications shall be taken into consideration. Ability and qualifications being sufficient seniority shall prevail. Any employee promoted to a supervisory job outside the bargaining unit shall retain, for a period of nine months, all classified seniority accumulated up to the date of the

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promotion. Such seniority may be exercised, through the established bidding procedures, within the bargaining unit, should such job be jeopardized because of lack of work or any other reason except for dismissal for cause. If an employee, who was a supervisor for more than nine months, returns to the bargaining unit, he will receive a classified seniority date behind all incumbent employees in the job classification from which he originally promoted. No supervisor may return to a bargaining unit job classification, if it would result in the layoff or prevent the recall from layoff, of an employee represented by the Union.

(b) In the event of a layoff or work force reduction, layoffs, demotions, and transfers shall be made on the basis of classified seniority within a promotional sequence in a department. An employee shall have the right to be returned to any starting level job classification previously held by him in the course of his employment with the Company if his seniority is sufficient to qualify him for such job and an opening or job vacancy exists. An employee does not recoup any classified seniority in those job classifications higher than the one to which he is assigned, despite the fact he may have previously worked in the higher job classifications, until he is permanently promoted to the higher job classification through the established posting procedure. For purposes of this paragraph, if an employee has not worked in a lower classification in his promotional sequence, he will be credited with classified seniority in each such lower job classification for all time worked in a job classification at the same or higher wage level within his promotional sequence. An employee, however, shall not have the right to be demoted or transferred to any classification in another promotional sequence which he has not previously held, except as provided in Article III, Section 7(f). Under no circumstances will an employee be permitted to arbitrarily select a job where no vacancy or job opening exists.

(c) Except for temporary or probationary employees, the Company shall give not less than a 28 calendar day advance notice to the Union of any general reduction in forces.

(d) When increasing forces the Company agrees to recall employees previously laid off for lack of work. When recalling occurs it shall be done on the basis of classified seniority and no new employee shall be hired in that promotional sequence until all regular employees in that promotional sequence who have been laid off within three (3) years have been recalled or rehired, provided that such former regular employees are available for work and are qualified to perform the job. Such former employees shall make satisfactory arrangements for reporting to work in accordance with Article III, Section 5(h) (3) after notification through the United States Mail, or by telegraph, addressed to the address last given to the Company by the employee. A copy of such notice shall be given to the Business Manager at the time the notice is sent to the employee. Failure of the employee so notified to report to work or to supply a reason satisfactory to the Company for not doing so, within the time limit herein, shall be considered a waiver of re-employment rights by the employee. Employees who are on a layoff status from the Company shall be considered for hire, before other applicants, on the basis of all of their Division Seniority, into bargaining unit job classifications for which they do not have a recall right for a period of three (3) years.

(e) Should time constituting seniority of any two or more employees be equal, the respective seniority of such employees shall be determined by lot by the Union and the Company notified in writing by the Union.

Section 7. (a) When an opening in a job classification covered by this Agreement is to be filled, a notice shall be posted by the Company on all bulletin boards in the appropriate Division(s). A copy of such notice shall be mailed to the Business Manager of the Union. This notice shall be posted two weeks before the opening is permanently filled. This period of posting may be reduced

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to seven (7) days provided that any employees with greater seniority who may be off duty during the entire seven (7) day posting period are notified of the posting by a copy of the posting notice mailed, by registered or certified mail, to their home address on record with the Company. Where a notice is posted as provided above and the opening has not been filled sixty (60) days after the closing date of the posting, it shall be invalid and a new posting made before the opening is permanently filled. This shall not preclude the management from filling the opening by assignment if no qualified bids are received on the first posting of the opening. This procedure may be modified in departmental rules where mutually agreed upon.

(b) Subject to the approval of the Company and the Union any employee may waive his right to promotion or temporary advancement either within or outside the bargaining unit if such waiver does not prevent other employees from acquiring experience in the job held by him. Such waiver must be submitted to the Company and the Union in writing at least seven (7) days in advance. A request for withdrawal of such a waiver must be submitted in writing.

(c) When an employee waives his right to a position, the next employee shall be entitled to such position, on a seniority and sufficient qualification basis, and so on until the position is filled.

(d) An employee waiving his right under this provision cannot later claim that particular job as a seniority right; however, the employee making such waiver shall not prejudice his right to accept future vacancies or positions that may occur, on a basis of his classified seniority and qualifications.

(e) An employee permanently established in a classification under the provisions of this section of the Agreement shall not be replaced later by an employee who may have developed sufficient seniority or qualifications.

(f) Any Union employee who may make application to the Company for transfer to a starting job represented by the Union for which the employee may be equally suitable to other candidates as determined by the Company, will be given preference before an employee transferring from outside the Union or a new employee is hired for the job. Anyone transferring as provided herein shall not receive a reduction in rate unless the employee's rate of pay exceeds the maximum rate of the job to which the employee is transferred. In such case the employee's rate shall be reduced to the maximum rate of that job. For the first six (6) months after an employee transfers from outside the Union, the employee may be discharged without recourse to the grievance procedure of this Agreement.

(g) When an opening occurs in a job classification, employees already in that job classification within the Division may exercise their seniority rights to cross bid for the particular opening. The employee already in the job classification within the Division who cross bids and who can qualify will be selected; however, only one cross bid will be allowed. When an opening has been filled in accordance with the procedure outlined above, the resultant openings will be filled by promotion of employees from the next lower job classification in the particular promotional sequence in accordance with the provisions of this Agreement. An employee shall not have the right to bid on a demotion but may request in writing consideration for a demotion.

The procedure outlined above is not applicable to those Divisions where the multiple posting system is in use. In the Divisions where multiple posting is used, the employees are permitted to submit their applications for promotion or cross bid in advance of an opening. An employee shall not have the right to bid on a demotion but may request in writing consideration for a demotion. When openings occur, they will be posted on the bulletin boards at the various headquarters within

the appropriate Division(s). In the Divisions where multiple posting is used and job openings exist cross bids will be permitted at each job classification level before promotions are made and until the posting is completed.

This Section of the Agreement shall not be interpreted in such a way as to enable employees to utilize seniority in the selection of a particular shift, working crew or job assignment, but supervisors may make such assignments on the basis of an employee's request with consideration to the requirements of the job to be filled and the seniority of the employee.

(h) All new employees and all employees transferring from other bargaining units into a job classification represented by the Union shall be classified as probationary employees for a period of one (1) year and shall have no system service and seniority rights during that period. After one (1) year continuous service as a probationary employee, such employees shall be classified as regular employees and their system service and seniority record shall include their previous employment as probationary employees and any other previous employment to which they are entitled. The Company shall have the right to lay off or discharge probationary employees for cause and there shall be no responsibility for re-employment of such employees after they are discharged or laid off during the probationary period.

(i) Employees hired for a specific temporary project of limited duration shall be classed as temporary employees and shall not acquire system service or seniority rights. The Union shall be notified in writing of the hiring of such employees and of the project and probable duration for which they are employed. The Union shall be notified in writing of any change in the employment status of such employees.

Section 8. An employee, when permanently assigned to a job classification and qualifying in all respects with the exception of time spent in the preceding classification as required in the qualification section of the job description, shall be considered as having the equivalent of such required time.

ARTICLE IV

Section 1. VACATIONS. (a) Vacations for hourly rated employees will be granted with pay during the calendar year in which they complete the specified number of years of service on the following basis: A-41

(1) Employees with less than one (1) year of service with the Company shall be entitled to one (1) day of vacation for each month worked, with a maximum of ten (10) days total.

(2) Employees with one (1) year of service with the Company shall be entitled to a vacation of two (2) weeks.

(3) Employees with seven (7) or more years of service with the Company shall be entitled to a vacation of three (3) weeks.

(4) Employees with fifteen (15) or more years of service with the Company shall be entitled to a four (4) week vacation or, if required to work by the Company, payment of one week's wages (forty hours at straight time) in lieu thereof for the fourth week.

(5) Employees with twenty-one (21) or more years of service with the Company shall be entitled to a five (5) week vacation or, if required to work by the Company, payment of one week's wages (forty hours at straight time) in lieu thereof for the fifth week.

(6) Employees with thirty-two (32) or more years of service with the Company shall be entitled to a six (6) week vacation or, if required to work by the Company, payment of one week's wages (forty hours at straight time) in lieu thereof for the sixth week.

(b) The normal vacation period shall be from Memorial Day to September 30, inclusive. An employee who is eligible for more than a two (2) week vacation may be required to take the vacation in excess of two (2) weeks outside the normal vacation period.

(c) An employee accrues entitlement to 1/12 of their current year's vacation for each month the employee is employed during the current calendar year or is on STD, or leave of absence. Any employee leaving the Company's service during any calendar year shall receive payment for any unused portion of accrued vacation for that current year, except that the maximum vacation payout for unused vacation, including vacation bank, cannot exceed 22 weeks of straight-time pay. Active employees may use current year vacation at any time during the year as approved by supervision.

(d) In order for an employee to qualify for a vacation, the employee must have been on the Company payroll as a full-time regular or probationary employee on the last day in the calendar year previous to the vacation, and must have been available whenever necessary for the Company medical examinations and reports.

(e) Every effort will be made to grant vacation at a time suitable to the employee, but should the number leaving on vacation in any one period handicap the operations of the Company, the Company reserves the right to limit the number receiving vacations. Preference for vacations shall be granted within a classification at a headquarters on a system service basis within the bargaining unit.

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Vacations must be selected for full weeks. However, an employee entitled to two or more weeks of vacation in a calendar year may arrange to take five days of that vacation in one-day increments. Requests for these days must be made at least five calendar days prior to the date requested and must be approved by supervision. However, because of extenuating circumstances, a day off with less than a five calendar day notification may be approved by an employee's supervisor. An employee entitled to five or more weeks of vacation in a calendar year may arrange to take ten days of that vacation in one-day increments. However, because of extenuating circumstances a day off may be taken with less than the five calendar day notification with approval by supervision. Requests for at least five of these ten days must be made five or more calendar days prior to the date requested and must be approved by supervision. The Company reserves the right to limit the number of employees who can be off on a specific day and may, but cannot be required to, grant a one day increment on a work day preceding or following a holiday or other vacation. Such one-day increments must be utilized before an employee's scheduled vacation in a particular year is exhausted.

(f) The estate of an employee who dies shall receive all current year vacation pay earned in accordance with Article IV, Section 1(a).

(g) Time lost because of a leave of absence due to injury or illness shall not be considered as a break in continuous service, providing the employee is available whenever necessary for the

Company medical examinations and reports during the leave of absence. Vacation will be granted in accordance with Article IV, Section 1(d).

(h) Employees returning from military service in a subsequent calendar year will receive all vacation pay they have earned in accordance with Article IV, Section 1(a).

(i) When a holiday falls within an employee's vacation such employee shall receive either eight (8) hours additional pay to compensate for the loss of such holiday or one additional vacation day shall be allowed immediately before or immediately after the vacation period at the discretion of the Company.

An employee leaving the Company, except due to retirement, will not receive holiday pay for a holiday which occurs after the employee's last day worked.

An employee leaving the Company due to retirement and drawing vacation pay will receive eight (8) hours straight time holiday pay in addition to regular vacation pay when a holiday falls within the vacation pay period.

(j) An employee required by the Company to work during his normal vacation period shall be paid at his regular rate for all such time worked as provided in this Agreement and in addition shall receive such pay as he would normally have received for the vacation period.

The Company will not require an employee to work during his scheduled vacation period unless the absence of such employee would jeopardize the maintenance of continuous service by the Company. The Company agrees to notify the Union in writing of each instance where an employee is required to work during his scheduled vacation, outlining the nature of the emergency requiring such action.

(k) Any employee who becomes legitimately ill immediately before his scheduled vacation shall not be required to take his vacation during such an illness. If, however, an employee becomes ill after his vacation period has begun he shall not be entitled to sick pay during his vacation period. All vacations will be taken within the calendar year that they become due, except for vacation the employee or the Company deposits in the employee's retirement vacation bank or unused vacation time that an employee carries over. An employee may carryover unused vacation hours from one calendar year to the next not to exceed eighty (80) hours. Vacation bank time and unused vacation carry-over time will be paid to the employee upon termination of employment.

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An employee's vacation will start when the employee is released from duty on his last regularly scheduled working day prior to the scheduled vacation, and shall end at the start of his first regularly scheduled working day following the scheduled vacation. However, prior to the beginning of his scheduled vacation, an employee may indicate, in writing to his supervisor, that he desires to be considered for work on what would have been normal off days at the beginning or end of his scheduled vacation.

Section 2. (a) An employee who has completed six months of continuous service shall be entitled to four compensated personal days off each calendar year. Requests for personal days must be made at least two calendar days prior to the date requested and must be approved by management. However, because of extenuating circumstances, a day off with less than a two calendar day notification may be approved by an employee's supervisor. Arrangements for all personal days must be made with supervision on or before November 1 of each year or it shall be lost. The Company reserves the right to limit the number of employees who can be off on a

specific day. If a personal day is not used during a year, it shall be lost and no additional compensation shall be granted.

(b) An employee who has completed six months of continuous service shall be entitled to one compensated Diversity Day off each calendar year. Requests for this day must be made at least two calendar days prior to the date requested and must be approved by management. However, because of extenuating circumstances, less than a two calendar day notification may be approved by an employee's supervisor. The Company reserves the right to limit the number of employees who can be off on a specific day for business needs. However, every effort will be made by supervision to honor an employee's request for this Diversity Day. If the Diversity Day is not used during a year, it shall be lost and no additional compensation shall be granted.

Section 3. ABSENCE DUE TO SICKNESS, FAMILY CARE AND PARENTAL LEAVE.

(a) Effective January 1, 2018, employees will be eligible for paid time off due to qualifying sick or family care reasons and, effective upon ratification of this Agreement for paid parental leave, on the same basis as the Company's general, non-represented employee population. During the term of the Agreement, such coverage cannot be further amended or terminated, except (i) through negotiations between the parties, (ii) for changes which the Company determines to be necessary for legal compliance and (iii) for administrative changes.

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(b) After an employee has been continuously disabled, subject to medical determination, and unable to return to work for more than seven consecutive calendar days, the employee will receive Short Term Disability Benefits pursuant to the Duke Energy Short Term Disability Plan for up to twenty-six (26) weeks or until the employee is able to return to work, whichever occurs first. During the seven consecutive calendar day waiting period, it is intended that no employee will incur a loss of more than forty hours of straight time pay. Effective January 1, 2018, employees will participate in the Duke Energy Short Term Disability Plan under the same terms and conditions as the general, non-represented employee population as of January 1, 2018. During the term of the Agreement, such coverage cannot be further amended or terminated, except (i) through negotiations between the parties, (ii) for changes which the Company determines to be necessary for legal compliance and (iii) for administrative changes.

Effective January 1, 2018, the amount of the STD benefits that an employee is eligible for as a percentage of pay varies based upon the employee's years of service* according to the following schedule:

Years of Service	Weeks at 100%	Weeks at 66 2/3%
Less than 1 year	0	26
1 up to 5 years	10	16
5 up to 10 years	15	11
10 up to 15 years	20	6
15 or more	26	0

*STD benefits begin on the eighth day of disability. The 26-week STD period begins on the first day of disability and includes the 7-day waiting period. To continue receiving pay during the 7-day waiting period, the employee will need to use sick time or vacation pay during the waiting period.

The definition of "pay" used to calculate an employee's STD benefits is the employee's basic rate of pay immediately prior to disability, as verified by the Company. Overtime,

bonuses, incentive pay and non-cash compensation are not included in the definition of "pay" used to calculate STD benefits.

(c) After an employee has been continuously disabled, subject to medical determination, and has exhausted Short Term Disability Benefits under the Duke Energy Short Term Disability Plan, the employee may apply for Long-Term Disability Benefits under the Duke Energy Long Term Disability Plan.

(d) In order to facilitate the scheduling of the work forces, an employee who will be absent from work is expected to notify the Company as soon as possible. Unless an employee submits a legitimate excuse for not reporting the cause of his absence before the end of the first scheduled working day of such absence, the employee's claim for Short Term Disability shall not begin until such notice is received.

(e) No wages will be paid under Article IV, Section 3 for illness caused by use of drugs, intoxication, or willful intention to injure oneself or others, by the commission of any crime by the employee, procedures not covered by the medical plan, the employee's refusal to adopt remedial measures as may be commensurate with the employee's disability or permit reasonable examinations and inquiries by the Company as in its judgment may be necessary to ascertain the employee's condition.

(f) The Company agrees that on an employee's return from illness, or disability of any kind, an effort will be made to find a less strenuous type of work for such employee until such time as the Company's and the employee's physician agree that he is capable of taking up his former duties. During this temporary period the employee shall be paid his regular classified rate of pay.

(g) If employees with twenty-five (25) or more years of service become physically unable to satisfactorily and safely perform the regular duties of their classification, an effort will be made by the Company to find work of a less strenuous nature for which they are qualified and to which the employees will be retrogressed. At the time of their assignment to a job of a lower classification their hourly wage rate will be reduced by ten cents (10¢) per hour and at six month periods will be reduced by ten cent (10¢) steps until their hourly wage rate conforms to the maximum hourly wage rate of the job classification to which they are assigned.

(h) If employees with twenty (20) to twenty-four (24) years of service become physically unable to satisfactorily and safely perform the regular duties of their job classification, they may request a demotion to a lower classification requiring work of a less strenuous nature for which they are qualified to perform. If such a demotion is granted by the Company, these employees will be assigned to a lower classification and will have their hourly wage rate red-circled until it is equal to the maximum hourly wage rate of the job classification to which they have been demoted. Employees whose wages have been red-circled and who subsequently achieve twenty-five (25) years of service will become retrogressed in accordance with paragraph (g) above.

If employees with less than twenty (20) years of service become physically unable to satisfactorily and safely perform the regular duties of their job classification, they may request a demotion to a lower classification requiring work of a less strenuous nature for which they are qualified to perform. If such a demotion is granted by the Company, these employees will be assigned to a lower classification and will have their hourly wage rate red-circled at 50% of the differential between the maximum wage rate of the job classification to which they are demoted and their former job classification. Two years after being assigned to the lower paying job, the

employee's wage rate will be reduced to the maximum wage rate of the employee's current job classification.

Section 4. INDUSTRIAL ACCIDENTS. (a) Effective January 1, 2018, an injured employee who is unable to work because of an industrial accident will be paid a supplement in an amount equal to his or her regular weekly wages until the employee starts receiving workers' compensation benefits under state law. After an employee starts receiving state-mandated benefits, the Company will provide one half of the difference between what the employee would have received at regular work less the amount received as state-mandated compensation for such injury. The supplemental compensation provided pursuant to this section by the Company, shall be provided for no longer than 26 weeks, and in any event shall not exceed the state-mandated benefits plus the Company provided supplement. Any overpayments to the employee will be repaid to the Company.

(b) An injured employee who has been continuously disabled due to an industrial accident, subject to medical determination, and is unable to return to work for more than twenty-six (26) consecutive weeks, and has exhausted Short Term Disability benefits, will receive Long Term Disability benefits as described in the Company's Long Term Disability Plan Description.

Section 5. SURPLUS EMPLOYEES. Should an employee be declared a surplus employee, an effort will be made by the Company to find another job classification for which the employee is qualified. An employee assigned to a job of a lower classification as a result of his being a surplus employee will maintain his present hourly rate until the maximum hourly wage rate for the job classification to which he has been assigned is equal to the employee's present hourly wage rate or until the employee is promoted into a job opening for which he is qualified.

ARTICLE V

Section 1. (a) Definitions of Workers:

Day Worker - An employee whose Regular Scheduled Work Period falls between the hours of 6:00 a.m. and 6:30 p.m. and whose Regular Scheduled Work Week does not vary.

Straight Shift Worker - An employee whose Regular Scheduled Work Period does not vary, but whose Regular Scheduled Work Week varies according to a prearranged schedule.

Fixed Shift Worker - An employee whose Regular Scheduled Work Period and whose Regular Scheduled Work Week do not vary but who may work any of three shifts.

Modified Shift Worker - An employee whose Regular Scheduled Work Period varies but whose Regular Scheduled Work Week remains constant.

Rotating Shift Worker - An employee whose Regular Scheduled Work Period and Regular Scheduled Work Week both vary according to a prearranged schedule.

(b) These definitions attempt to define the types of schedules of the employees, however, it is not meant to limit the hours that an employee may be scheduled by existing practices or future schedules that may be developed by mutual agreement of the parties.

(c) The Regular Scheduled Work Period for Day Workers, Straight Shift Workers, Fixed Shift Workers, and Modified Shift Workers will consist of eight (8) or ten (10) consecutive hours exclusive of the lunch period. A-43

(d) The Regular Scheduled Work Period for Rotating Shift Workers shall be eight (8) or ten (10) consecutive hours comprising his regularly scheduled shift, except where modified by the Work Rules.

(e) For payroll purposes, the regular Work Week for all workers shall begin at midnight Sunday, and employees working on a shift beginning two (2) hours or less before midnight will be considered as having worked their hours following midnight.*

*For exceptional shifts varying more than two (2) hours from a midnight origin or termination and where the shift overlaps from one day into another day the time shall be reported and paid for on the basis of the calendar day in which the shift begins, except on a holiday. Where a shift overlaps by more than two (2) hours from one day into another on a holiday, the time shall be paid for on a calendar day basis which will begin and end at the respective midnight periods.

Schedules for all employees will be based on the time prevailing in the City of Cincinnati.

(f) The Regular Scheduled Work Week for Day Workers, Fixed Shift Workers and for Modified Shift Workers shall begin on Monday and shall consist of five (5) consecutive days from Monday to Friday, inclusive, except as otherwise mutually agreed to by the parties.

(g) The Regular Scheduled Work Week for both Straight Shift Workers and Rotating Shift Workers shall begin on Monday and end on Sunday.

(h) Off-days for both Rotating Shift Workers and Straight Shift Workers shall be consecutive but not necessarily in the same work week.

(i) Time and one-half shall be paid for overtime; for all time worked outside of the Regular Scheduled Work Day; for all time worked on a scheduled off-day, except the second (2nd) off-day.

Time and one-half shall be paid for the first eight (8) hours worked on a holiday in addition to Holiday Pay.

(j) Double time shall be paid for the time worked on an employee's second scheduled off-day. Day workers and employees who work four (4) day ten (10) hour schedules between the hours of 6:00 a.m. and 6:30 p.m. only, will have Sunday as their double time day.

Double time shall be paid for all time worked in excess of eight (8) hours on a holiday.

Emergency Work

Double time shall be paid for all emergency time worked for other utilities at their respective operating locations. Emergency work performed at any location or facility owned and/or operated by the Company, or its parent and related subsidiaries/affiliates shall be paid as follows:

For continuous emergency work performed at any location or facility owned and/or operated by the Company, or its parent and related subsidiaries/affiliates, for which the employees depart from their home headquarters and return back to the home headquarters thereafter without an

overnight lodging stay, the straight time rate will be paid during regular working hours. The rate of time and one-half will be paid for hours of continuous work over the regularly scheduled hours. After 16 consecutive hours of work, subsection (k) will apply.

For emergency work performed at any location or facility owned and/or operated by the Company, or its parent and related subsidiaries/affiliates, that requires a lodging stay away from home, on the first day of the assignment the straight time rate will be paid during regular working hours and the time and one-half rate will be paid for hours of continuous work over the regularly scheduled hours. Beginning with the second day and for the remaining consecutive days of such an assignment, the rate of time and one-half will be paid for all hours worked. After 16 consecutive hours of work, subsection (k) will apply.

(k) Employees required to work more than 16 consecutive hours will be paid double time for all time worked in excess of, and contiguous with, the 16 consecutive hours.

(l) In no case will an employee be forced to take time off in lieu of overtime. Should an employee elect not to work during his Regular Scheduled Work Day he shall not receive pay for such time. A Day Worker's Regular Scheduled Work Day may be changed, at the applicable premium rate of pay, for projects or operations that exceed one (1) day's duration.

(m) The Company shall be the sole judge as to the necessity for overtime work and the employee shall be obligated to work overtime when requested to do so. Overtime shall be divided as equally and impartially as possible among all employees within a job classification of a headquarters or as may be contained in the work rules unless an employee designates, in writing, that he does not wish to be called for overtime. Such waiver does not excuse an employee from overtime work when requested to do so. Overtime lists showing overtime hours paid for and overtime hours waived shall be posted weekly on the Company bulletin boards in each headquarters.

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(n) Employees temporarily upgraded to a job classification shall not be scheduled to work planned overtime when a qualified employee established in the job classification in that headquarters is available for work.

(o) When an employee changes headquarters or job classifications, the total of his overtime hours, including overtime hours worked or waived, will be canceled. The employee will then be charged with the same number of hours as the average of combined overtime hours worked and waived by all employees within that classification at the headquarters. When averaging overtime, omit the hours of any ill or injured employee whose hours have dropped below the lowest man for the group. Upon his return to work, his hours will not be included in the average until they are equal to those of the lowest man in the classification. However, an employee who is off work due to an injury or illness for 90 consecutive calendar days or more will have the option, upon returning to unrestricted duty, of being averaged in as described above on the current overtime list.

(p) The Union recognizes the need for shift work and weekend work in order to provide for continuous operation. Premium rates will apply as set forth in Article V, Section 1, (i), (j) and (k).

(q) The Company reserves the right to temporarily change the schedule of any employee upon notice to the employee of not less than forty-eight (48) hours, subject to the exceptions outlined in the Departmental and Divisional Working Rules in Exhibit A of this Agreement.

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(r) The hours of any employee assigned to a training program may be adjusted to a uniform day schedule so that all employees involved in a particular program will be working on a consistent schedule.

Section 2. It is agreed that the Scheduled Work Week shall consist of five (5) eight-hour or four (4) ten-hour days and forty (40) hours per week.

Section 3. (a) The following days are observed as regular holidays which will be recognized^{A-64} on the indicated dates. The Company may change the date for recognizing a holiday if the date indicated is changed by a legislative enactment or if the prevailing community practice is not consistent with the indicated date.

<u>Holiday</u>	<u>Date Recognized</u>
New Year's Day	January 1
Memorial Day	Last Monday - May
Independence Day	July 4
Labor Day	First Monday – September
Thanksgiving Day	Fourth Thursday – November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

(b) If the recognized date of a holiday occurs on a Saturday or Sunday the Company will have the option of observing that holiday on another date which the Company determines to be consistent with the community practice or paying eight (8) hours of regular straight time pay in lieu thereof for the holiday.

(c) Regular employees whose duties do not require them to work on holidays will be paid straight time; regular employees who are required to work on a recognized holiday for a period of four (4) hours or less not contiguous with hours worked into or out of the holiday will be paid for four (4) hours at time and one-half in addition to their straight time holiday pay. Employees who are required to work on a recognized holiday for more than four (4) hours not contiguous with hours worked into or out of the holiday but less than eight (8) hours will be paid for eight (8) hours at time and one-half in addition to their regular straight time holiday pay. Employees required to work on a holiday which is also their second off day will be paid at the rate of double time for the first eight (8) hours worked on the holiday. Employees who are required to work beyond their regularly scheduled work day on a recognized holiday or on the actual calendar date of the New Year's Day, Independence Day, Christmas Eve or Christmas Day holidays will be paid at the rate of double time for all such work in excess of their regularly scheduled work day. Employees must work either their full scheduled day before, or their full scheduled day after a holiday to be entitled to receive holiday pay.

(d) An employee will not be compensated for travel time on a call-out which occurs on a regular holiday.

(e) Employees who are on a four (4) day-ten (10) hour schedule will receive ten (10) hours of straight time pay if a holiday falls within their regular scheduled work week but they are not required to work the holiday. Employees whose regular scheduled work week does not include the paid holiday will receive eight (8) hours of straight time holiday pay.

Section 4. (a) An employee called out for overtime work shall receive a minimum of four (4) hours' pay at time and one-half, and double time if on an employee's second scheduled off-day. A-70

(b) Employees called out, ahead of their regularly scheduled starting time, for other than planned overtime, shall be paid a minimum of four (4) hours at the appropriate overtime rate. A call-out shall be defined as notice to report for unscheduled work given to an employee by telephone or messenger after he has left his headquarters or place of reporting. Travel time of one-half hour each way, at the appropriate overtime rate of pay, will be allowed on a call-out when such call-out exceeds four (4) hours of continuous work that is not contiguous with a regularly scheduled shift. Employees will not be compensated for any travel time on a call-out when the employee is not released from work before his regularly scheduled shift, nor will travel time be allowed when overtime is worked continuously at the end of a regularly scheduled shift.

An employee shall be compensated for two (2) hours, at the straight time rate, if before reporting to work, a call-out overtime assignment is canceled later than one (1) hour after the original notification.

(c) Planned overtime shall be defined as time worked upon notice to an employee given before leaving his headquarters or place of reporting, or in case of an off-day, during or before what would have been his scheduled hours on that day, that he is to report outside of his regular schedule on any succeeding day. Such time worked shall be paid for at the appropriate overtime rate but not for less than four (4) hours unless such planned overtime extends into or directly follows the employee's regularly scheduled work day, when it shall be paid for at the appropriate overtime rate for the actual hours worked.

(d) When planned overtime is canceled, notice shall be given before an employee leaves his headquarters or place of reporting, or by telephone during or before what would have been his scheduled hours on the day preceding the planned overtime.

(e) An employee, who is scheduled for planned overtime and who is not notified of the cancellation of the planned overtime, within the prescribed period of time, but is notified by telephone before he reports for work, or cannot be notified by telephone and reports for work, shall receive two (2) hours pay at straight time. If planned overtime is rescheduled to begin more than eight (8) hours after the original starting time, the employee shall receive two (2) hours pay at straight time.

Section 5. (a) Except as otherwise provided, when performing work within the southwest Ohio and northern Kentucky (DEO/DEK) service territories, employees, required to work ten consecutive hours (excluding time taken out for meals), shall be furnished a meal compensation allowance and an additional meal compensation allowance for each contiguous five hour interval worked thereafter until released from duty. Employees who work a four day-ten hour schedule shall be furnished a meal compensation allowance whenever they work one hour or more in excess of their normal work day, and an additional meal compensation allowance for each contiguous five hour interval worked thereafter until released from duty. A-5

Except as otherwise provided, when performing work outside the southwest Ohio and northern Kentucky (DEO/DEK) service territories, employees required to work ten consecutive hours (excluding time taken out for meals), shall be furnished a meal, or compensation in lieu thereof, and an additional meal, or compensation in lieu thereof, for each contiguous five hour interval worked thereafter until released from duty. Employees who work a four day-ten hour schedule shall be furnished a meal or compensation in lieu thereof whenever they work one hour

or more in excess of their normal work day, and an additional meal, or compensation in lieu thereof, for each contiguous five hour interval worked thereafter until released from duty.

(b) When employees are called out to perform work within the southwest Ohio and northern Kentucky (DEO/DEK) service territories, on either their scheduled off day, or four or more hours before their regularly scheduled starting time, they shall be furnished a meal compensation allowance for each contiguous five hour interval worked even though they work into their regularly scheduled work day.

When employees are called out to perform work outside the southwest Ohio and northern Kentucky (DEO/DEK) service territories, on either their scheduled off day, or four or more hours before their regularly scheduled starting time, they shall be furnished a meal, or compensation in lieu thereof, for each contiguous five hour interval worked even though they work into their regularly scheduled work day.

(c) Employees scheduled to work a double shift within the southwest Ohio and northern Kentucky (DEO/DEK) service territories (two consecutive eight hour shifts on different work days) shall be entitled to meal compensation allowances during this 16 hour period.

Employees scheduled to work a double shift outside the southwest Ohio and northern Kentucky (DEO/DEK) service territories (two consecutive eight hour shifts on different work days) shall be entitled to meals, or compensation in lieu thereof, during this 16 hour period.

(d) The meal compensation allowance referred to throughout this Agreement shall be as follows:

Current	Effective 5/8/2017
\$11.25	\$11.50

Section 6. Excluding planned projects and appointments prompted by customer requests, no field construction, field maintenance or routine customer service work shall be performed by employees included in this Agreement on actual calendar holidays for Labor Day, Thanksgiving Day and Christmas Day, except that which is necessary to protect life, property or continuity of service or as outlined in the Department and Division Working Rules in Exhibit A of this Agreement.

Section 7. Pay-day for employees covered by this Agreement shall be on Friday of every other week. Paychecks will be mailed to the employee's home address. All employees will be required to use direct deposit effective January 1, 2018. Checks will be directly deposited into one or more bank accounts employees shall designate and authorize. Direct Deposit advices will be mailed to the employee's home address if he/she has elected to receive a printed copy.

Section 8. (a) When conditions require that an employee shall work at such a distance A-49 from his regular headquarters that returning to his headquarters each day would be impracticable, the Company at its option shall either provide transportation, meals and lodging or reimburse the employee a reasonable amount for expenses incurred. If such an employee is not required to work on his regular off-days, the Company shall provide transportation to his regular headquarters or shall pay him straight time for eight (8) hours in each twenty-four (24) hours in each such off-day and shall furnish meals and lodging for each such off-day.

(b) Employees required to train outside the Company's service area as part of a training program will be paid at their regular straight time rate when participating in the training program and, in addition, will be paid approved travel time and provided reasonable expenses for transportation, meals and lodging

Section 9. (a) Each employee shall have a specific headquarters for reporting for work. A-71 However, the right of the Company to temporarily assign employees to other locations to properly run its business is recognized.

(b) When it is necessary to temporarily assign employees to a headquarters other than their own or to a job site reporting location that is farther from their home than their regular headquarters, such employees will be paid mileage at the amount per mile approved by the Internal Revenue Service, based on the additional round trip mileage employees are required to drive. No mileage compensation will be paid for the temporary assignment if the other reporting location is closer to the employee's home.

(c) Job site reporting and other temporary assignments will be offered on a voluntary basis. If there is an insufficient number of volunteers, assignments will be made on a junior qualified basis. When assigning the junior qualified, unusual or extenuating circumstances will be taken into consideration.

(d) Employees may be assigned to drive Company vehicles from and to the job site from home or sites close to home. If Company vehicles are used in such a manner, the mileage provisions for job site reporting are not applicable. During a job site reporting assignment, depending on Company vehicle availability, employees at their option, may pick up and return such Company vehicle to their regular headquarters, provided such travel is on their own time.

(e) Employees in the Power Delivery Warehouses, Generation Supply Chain, Transportation, and Power Generation Departments will not be subject to job site reporting. However, if employees from these departments are temporarily assigned to a headquarters other than their own, the provisions of this section will apply.

Section 10. (a) The Company will not require employees to do construction or maintenance A-8 work in exposed locations out of doors during heavy or continuous storms or excessively cold weather, unless such work is necessary to protect life, property or continuity of service.

(b) Employees covered by this Agreement shall not be required to lose time due to such weather conditions, but the Company may provide work indoors at their regular rate of pay.

(c) Employees will be permitted to waive overtime when planned outages have been prearranged with the customer wherein the outage may not be deferred due to inclement weather, however, if the desired number of employees, from each of the required job classifications, are not acquired on a voluntary basis the qualified employees with the lowest accumulated overtime will be assigned. This work, when possible, will be performed "dead" and the employees will be furnished with the appropriate weather gear when necessary.

Section 11. Any employee covered by this Agreement who is eligible to vote in any City, County, State or National election shall be allowed a reasonable time off with pay, if necessary, to vote if he so desires.

Section 12. Upon the death of the designated relatives of an employee, the employee, upon request, may be entitled to the stipulated maximum number of calendar days off for which he is entitled to receive regular pay for not more than the indicated number of consecutive working days, including the day of the funeral. If prior arrangements are made, an employee may include a maximum of one (1) day following the funeral as one of the consecutive working days off, and in the case of a spouse, child, mother, father, brother or sister, two (2) days following the funeral. No pay will be granted for regular scheduled off days.

<u>Relationship</u>	<u>Maximum Consecutive Calendar Days Off</u>	<u>Maximum Consecutive Working Days Off With Pay</u>
Spouse or Domestic Partner	7	5
Child, Stepchild or Foster Child	7	5
Mother, Stepmother or Foster Mother	7	5
Father, Stepfather or Foster Father	7	5
Brother, Stepbrother or Foster Brother	7	5
Sister, Stepsister or Foster Sister	7	5
A legal dependent residing in the employee's household	7	5
In-laws (father, mother, brother sister, son or daughter)	5	3
Grandchild	6	4
Grandparent/Spouse's Grandparent	4	2
Aunts, Uncles, Nieces and Nephews	2	1

At supervisor's discretion, bereavement pay may be taken in segments. For example, an employee may take time off on the day of the death, return to work and then take off additional time to attend the funeral. If an employee has worked four (4) hours or more and is notified of a death in his family, and leaves the job, the day will not be charged as one of the consecutive working days. If, however, he has not worked four (4) hours, the day will be charged as one of the consecutive working days for which he is entitled to receive regular pay.

Section 13. (a) Employees required to serve on a jury shall be compensated on the basis of their regular wage. Employees will be required to report to their headquarters following their daily release from jury service if there are at least four hours of work time remaining.

(b) An employee working on either a night or afternoon shift at a time when he is scheduled for jury duty, who is unable to postpone the jury duty until a time when he will be working on a day shift, may request the Company to assign him to a day shift schedule. Such a request must be made at least seven (7) working days before the jury duty service is scheduled to begin. When the term of jury duty for such an employee has ended, he shall return to his normal working schedule.

Section 14. Regular pay and reasonable or required expenses will be allowed employees who may be summoned to testify for the Company in lawsuits.

Section 15. The person elected by the Union to represent them as Business Manager shall be permitted, after proper arrangements have been made with the appropriate department manager of the Company, or his authorized representative, to enter all buildings and areas where men covered by this Agreement are working when such visits are necessary to carry out the terms of this Agreement in connection with questions arising out of this Agreement.

Section 16. (a) The Company shall have the right to require examinations, either oral, written, or practical, to determine the fitness of employees for promotional opportunities. Such examinations shall be uniformly administered and shall be required of all successful employee-applicants for new positions. The equipment and facilities necessary for such examinations will be provided by the Company. The Company shall compensate the employees engaged in examinations for the time spent in such examinations at their regular rate of pay. An employee can indicate, within five days after receiving the results of an examination, that he feels the examination was not fairly administered. If the employee submits a valid reason, the Company will administer a second examination with a Union designated witness present. If this second examination is administered it will not be subject to the grievance procedure.

(b) An employee who has successfully completed an examination for a new position shall be reclassified and paid the proper rate for the new classification as soon as he begins work in the new classification, in accordance with the terms of this Agreement. Any employee failing to pass such examination shall be eligible to retake that examination after a period of three (3) months, provided an opening exists in the classifications for which the examination has been taken. Any employee failing the examination a second time will not be eligible for reexamination for a twelve (12) month period and for subsequent two (2) year intervals thereafter except that departmental tests may be retaken after subsequent twelve (12) month intervals.

Section 17. The Company agrees to furnish bulletin boards at all division headquarters for the use of the Union. The use of these boards is restricted to the following: notices of union meetings, notices of union elections, notice of changes within the union affecting its membership, or any other official notices issued on the stationery of the Union and signed by the Business Manager or other duly elected or appointed officer. There shall be no other general distribution or posting by members of the Union of pamphlets or literature of any kind except as provided for herein.

Section 18. The Company agrees to guarantee employment of not less than forty (40) hours per week for fifty-two (52) weeks of each year to employees covered by this Agreement who are ready and available and able to work, and who are regular full-time employees of the Company, provided nothing in this section shall be construed to prevent the Company from releasing employees because of lack of work or for other proper and legitimate reasons, as provided for in Article I, Section 9.

Section 19. (a) The Company agrees to notify the Business Manager of the Union, on a quarterly basis, of the hiring of any outside contractors to do planned work normally done by the regular employees covered by this Agreement that may exceed 500 hours of time. It is the Company's intention that any contractors performing work on behalf of the Company do so safely and competently.

(b) In instances where it is necessary to contract for equipment, during periods of emergency, such equipment will be manned by regular Company employees if and when they are available and qualified to operate such equipment.

(c) It is the sense of this provision that the Company will not contract any work which is ordinarily done by its regular employees, if as a result thereof, it would become necessary to lay off any such employees.

Section 20. (a) The Company agrees that any employee covered by this Agreement who is temporarily advanced to a higher classification for one hour or more shall receive either the

minimum rate of pay applicable to that classification or twenty-five cents (25¢) per hour, whichever is greater, but no more than the maximum wage rate of the job to which the employee is upgraded. If such work is for more than four (4) hours the employee shall receive this upgrade pay for the remainder of the normal day worked. When an employee covered by this Agreement is temporarily advanced to a non-supervisory position outside his bargaining unit, he shall be paid the established hourly wage rate for such position if such work is for one (1) hour or more. When an employee is temporarily required to perform work in a lower-paid classification, he is to suffer no reduction in pay.

(b) In the administration of this section of the Agreement a temporary assignment shall be construed to mean any job assignment which is not expected to continue for more than ninety (90) days.

(c) When an employee in this bargaining unit is temporarily advanced to a supervisory position outside the bargaining unit, the employee shall be paid the same rate of their classified assignment at the time of the temporary assignment. The temporary advancement of any individual is intended to be of a limited duration and not to exceed a maximum of six months total within a rolling twelve month period. Employees temporarily advanced to a supervisory position will not be assigned to supervise contractors completing work normally performed by IBEW 1347 represented employees. A-51
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Section 21. (a) Company Group Life Insurance carried by employees entering military service will be canceled ninety (90) days after employee enters such service. Advance premium paid by employee beyond date of cancellation will be refunded to employee. Insurance of employees re-entering Company service within ninety (90) days after their release from active duty will be reinstated without physical examination or waiting period.

(b) Employees on layoff will be entitled to continue to participate in the Company Group Life Insurance coverage at no cost to the Company. Employees on layoff must pay the total monthly premium for their coverage by the first of each month. Such insurance coverage will be terminated when employees do not pay the total premium as stated above; when they accept full time employment elsewhere; or when they lose their system service in accordance with Article III, Section 5(h). Employees will have their prior Group Life Insurance coverage reinstated without physical examination or waiting period upon returning to Company service from a layoff.

Section 22. (a) The Company shall furnish the employees with the proper safety devices as required by the Company for protection of life and property in the performance of their duties. The employees shall at all times use every means for the preservation of such safety appliances and shall use them when necessary. A-73
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(b) The Company will notify promptly the Union Business Manager or the Union Business Office of any accident resulting in serious injury or death to an employee.

(c) The Union may investigate any serious accident with its Union Committee and at its own expense and the management representative on the site will cooperate with the Union Committee. This shall not be construed to mean a joint investigating committee.

It is further agreed that the Company will not provide the Union Committee with the report made by the Company. It is further agreed that the Union investigation will not interfere with or interrupt the normal operation of the job.

(d) The Company and the Union agree to the establishment of a Joint Safety Advisory Committee which shall meet quarterly or more frequently upon the call of the Chairman of the Committee.

It is further agreed that employees engaged in such meetings during their working hours shall suffer no loss in pay for such time.

(e) The purpose of the Joint Safety Advisory Committee is to give consideration to those general accident prevention programs and policies that affect the safety of the employees in the bargaining unit represented by Local Union 1347 of the International Brotherhood of Electrical Workers. The Joint Safety Advisory Committee shall not deal with individual or group grievances. The administration of the accident prevention policies, programs and procedures are vested in and reserved to the management of the Company.

Section 23. The Company reserves the right to arrange at its own expense for medical examinations of any employee at any time. When practical, the examinations will occur while employees are on duty.

Section 24. (a) The Union shall furnish the Company with a list of Department Stewards and this list shall be kept current. It is further agreed that only regular employees of the Company who are covered by this Agreement shall be designated as stewards.

(b) When in the judgment of the Company the absence of a Steward from his regular duties will not interfere with the operations of the Company, he may be available for handling grievances, witnessing an examination or an investigation of an employee within this unit.

Section 25. (a) The wage schedules described in the Agreement in effect immediately prior to the date of this Agreement shall be amended as follows:

Maximum Hourly Wage Rates

Wage Level	Effective	Effective	Effective	Effective	Effective	Effective
	March 31, 2017	April 1 2017*	April 1, 2018**	April 1, 2019***	April 1, 2020****	April 1, 2021*****
		2.50%	2.50%	2.50%	3.00%	3.00%
1	\$15.62	\$16.01	\$16.41	\$16.82	\$17.33	\$17.85
2	\$18.02	\$18.47	\$18.93	\$19.41	\$19.99	\$20.59
3	\$22.87	\$23.44	\$24.03	\$24.63	\$25.37	\$26.13
4	\$23.34	\$23.92	\$24.52	\$25.13	\$25.89	\$26.67
5	\$23.83	\$24.43	\$25.04	\$25.66	\$26.43	\$27.23
6	\$24.98	\$25.60	\$26.24	\$26.90	\$27.71	\$28.54
7	\$26.55	\$27.21	\$27.89	\$28.59	\$29.45	\$30.33
8	\$27.34	\$28.02	\$28.72	\$29.44	\$30.33	\$31.24
9	\$27.83	\$28.53	\$29.24	\$29.97	\$30.87	\$31.80
10	\$28.42	\$29.13	\$29.86	\$30.61	\$31.52	\$32.47
11	\$29.81	\$30.56	\$31.32	\$32.10	\$33.07	\$34.06
12	\$30.22	\$30.98	\$31.75	\$32.54	\$33.52	\$34.53
13	\$30.63	\$31.40	\$32.18	\$32.99	\$33.97	\$34.99
14	\$31.36	\$32.14	\$32.95	\$33.77	\$34.78	\$35.83
15	\$32.08	\$32.88	\$33.70	\$34.55	\$35.58	\$36.65
16	\$33.43	\$34.27	\$35.12	\$36.00	\$37.08	\$38.19
17	\$33.70	\$34.54	\$35.41	\$36.29	\$37.38	\$38.50
18	\$34.32	\$35.18	\$36.06	\$36.96	\$38.07	\$39.21
19	\$35.25	\$36.13	\$37.03	\$37.96	\$39.10	\$40.27
20	\$37.10	\$38.03	\$38.98	\$39.95	\$41.15	\$42.39
21	\$37.67	\$38.61	\$39.58	\$40.57	\$41.78	\$43.04
22	\$38.04	\$38.99	\$39.97	\$40.96	\$42.19	\$43.46
23	\$38.40	\$39.65	\$40.34	\$41.35	\$42.59	\$43.87
24	\$38.79	\$39.76	\$40.75	\$41.77	\$43.03	\$44.32
25	\$39.16	\$40.14	\$41.14	\$42.17	\$43.44	\$44.74
26	\$39.65	\$40.64	\$41.66	\$42.70	\$43.98	\$45.30

* The wages listed in this column will be increased (decreased) by 1 cents for each full 0.2% increase (decrease) of more than 4.0% in the U.S. Revised Urban Wage Earners and Clerical Workers Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, with the October, 2016 Index as the zero base and percentage increases calculated from that base after each quarter. The increase, if any, will be reflected in the payroll period beginning on April 1, 2017, July 1, 2017, October 1, 2017, January 1, 2018, based on the indexes of January 2017, April 2017, July 2017 and October 2017, respectively.

** The wages listed in this column will be increased (decreased) by 1 cents for each full 0.2% increase (decrease) of more than 4.0% in the U.S. Revised Urban Wage Earners and Clerical Workers Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, with the October, 2017 Index as the zero base and percentage increases calculated from

that base after each quarter. The increase, if any, will be reflected in the payroll period beginning on April 1, 2018, July 1, 2018, October 1, 2018, January 1, 2019, based on the indexes of January 2018, April 2018, July 2018 and October 2018, respectively.

*** The wages listed in this column will be increased (decreased) by 1 cents for each full 0.2% increase (decrease) of more than 4.0% in the U.S. Revised Urban Wage Earners and Clerical Workers Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, with the October, 2018 Index as the zero base and percentage increases calculated from that base after each quarter. The increase, if any, will be reflected in the payroll period beginning on April 1, 2019, July 1, 2019, October 1, 2019, January 1, 2020, based on the indexes of January 2019, April 2019, July 2019 and October 2019, respectively.

**** The wages listed in this column will be increased (decreased) by 1 cents for each full 0.2% increase (decrease) of more than 4.0% in the U.S. Revised Urban Wage Earners and Clerical Workers Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, with the October, 2019 Index as the zero base and percentage increases calculated from that base after each quarter. The increase, if any, will be reflected in the payroll period beginning on April 1, 2020, July 1, 2020, October 1, 2020, January 1, 2021, based on the indexes of January 2020, April 2020, July 2020 and October 2020, respectively.

***** The wages listed in this column will be increased (decreased) by 1 cents for each full 0.2% increase (decrease) of more than 4.0% in the U.S. Revised Urban Wage Earners and Clerical Workers Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, with the October, 2020 Index as the zero base and percentage increases calculated from that base after each quarter. The increase, if any, will be reflected in the payroll period beginning on April 1, 2021, July 1, 2021, October 1, 2021, January 1, 2022, based on the indexes of January 2021, April 2021, July 2021 and October 2021, respectively.

No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in the published figures in the Consumer Price Index for the months indicated above.

Employees are eligible for an incentive lump sum bonus up to a maximum of 2% or 5% of straight time and overtime wages per year in accordance with the 2009 negotiations letter of agreement entitled, "Union Employee Incentive Plan (UEIP)", based on the achievement of goals during the previous year, as determined by the Company. A-67
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In addition, employees will be eligible for consideration and rewards, on the same basis as non-bargaining unit employees, for those programs in which they currently do not participate, in accordance with departmental or safety recognition programs.

(b) Effective April 1, 2017, any employee who was on or below the maximum hourly wage rate of his job classification on April 1, 2017, shall receive the hourly wage rate increase in accordance with the increase applicable to the maximum wage rate of their job classification.

The hourly wage rate increases shall not apply to the minimum hourly wage rates of starting job classifications.

(c) Employees shall be provided the higher of a twenty-five cent (25¢) promotional increase above the maximum wage rate of the job classification from which they promote, or the minimum wage rate of the job classification to which they promote. This provision will not apply when the maximum wage rate of a job is not at least twenty-five cents (25¢) above the maximum wage rate of the job classification from which it promotes.

(d) Whenever the difference between the minimum and maximum wage rates of any hourly rated job classification is not divisible by ten, the hourly wage rates will be by ten cent (10¢) steps with the exception of the last step to the maximum hourly wage rate of the job classification. In such case the increase to the maximum hourly wage rate will include the ten cent (10¢) increment plus the odd amount necessary to equal the maximum hourly wage rate, provided, however, that the total amount of this increase is less than twenty cents (20¢).

(e) Employees who are below the maximum hourly wage rate of their job classification shall continue to receive such length of service increases as they may be entitled to under the operation of the job classification and wage evaluation plan.

(f) Employees who are on physical retrogressions shall receive the increase applicable to their present individual hourly wage rates.

(g) The shift differentials to be paid employees on scheduled shifts on classified jobs shall be as follows:

<u>Name of Shift</u>	<u>Definition of Shift</u>	<u>Differential Shift</u> <u>Cents Per Hour</u>	
		<u>Current</u>	<u>5/8/2017</u>
Day Shift	Where the majority of the scheduled hours worked are between 8:00 a.m. and 4:00 p.m.	0	0
Afternoon Shift	Where the majority of the scheduled hours worked are between 4:00 p.m. and 12:00 Midnight.	\$1.75	\$1.80
Night Shift	Where the majority of the scheduled hours worked are between 12:00 Midnight and 8:00 a.m.	\$1.80	\$1.85

(h) When the majority of the hours in a shift are on Sunday, a Sunday premium in the amount of \$2.05 per hour will be paid to an employee for all scheduled straight time hours worked on that shift.

(i) In conjunction with the letter of Patrick P. Gibson of 2000, which is the preamble to the Company's job classification and evaluation system, the Company shall prepare occupational classifications and job descriptions which will define, as nearly as possible, the nature of the work involved under each payroll classification. The Company will initiate all new and revised job classifications or promotional sequences.

(j) When the management of a department has written or revised a job description, a representation of union employees within that department will be given an opportunity to suggest changes to the job description. The union representative will also be requested to complete a job questionnaire. The completed job questionnaire must be signed by the union representative and approved by the management of the department. After the management of the department has reviewed the suggested changes to the job description and approved the job questionnaire, this job documentation will be submitted to the Company's Evaluation Committee. The union representative

will be invited to the Company's evaluation Committee meeting to present information about the job classification. There will be no recourse to the grievance and arbitration procedure because of the language of a job description or the evaluation of a job classification.

(k) The Company's Evaluation Committee will be responsible for evaluating all new and revised job classifications. The Union will appoint two (2) members to the Company's Evaluation Committee. The evaluation that is established by this Committee is used to determine the maximum wage rate for each new or revised job classification. Results of the evaluation will be communicated to the Union two weeks before the new or revised job classification becomes effective. A-27

(l) The Union shall maintain a Job Evaluation Advisory Committee consisting of not more than five members who may review the evaluation and wage rate of any job classification which undergoes a substantial change in qualifications or duties. The Union's Committee may, by request, meet with the Company's Committee, at a mutually convenient time within thirty (30) days after the effective date of the new or revised job classification, to present any information relevant to the evaluation of the job classification which has been included in the previous written comments of the Union representative. The Union will be notified after the Company's Committee has reviewed the additional information presented by the Union. All wage rates so established shall be final and binding and not subject to the grievance and arbitration procedure. However, if any revised wage rates are reduced as a result of the evaluation(s), they will not be placed into effect until the Company and the Union have had an opportunity to negotiate them during full contract negotiations, even though the revised job classification will be in effect. Employees, presently in, or promoting to, such job classifications will continue to receive wage adjustments in accordance with the other provisions of the Agreement just as if the wage rate had remained at the same level until a new Agreement is reached. The Company will not be required to maintain, establish or discontinue any job classification covered by this Agreement.

(m) Members of the Union's Job Evaluation Advisory Committee shall not suffer a loss of pay when engaged in meetings during their working hours with the Company's Job Evaluation Committee.

(n) Where the Union deems an employee, or employees, to be improperly classified, it will be considered as a grievance and shall be handled under the grievance procedure of this Agreement.

Section 26. (a) Eligible employees represented by the Union hired or rehired before January 1, 2015 will participate, or continue to participate, in the existing Cinergy Corp. Union Employees' Retirement Income Plan (the "Retirement Income Plan") as amended and restated effective January 1, 2014, and subsequently amended to make legally-required changes or technical changes that do not reduce the benefits formula, under the terms set forth in the April 2, 2014 Letter Agreement titled "Amendment to A-61 'Retirement Plan Agreement' Letter". Employees hired or rehired on or after January 1, 2015 will be not be eligible to participate in the Retirement Income Plan. A-61
A-61 Amend

(b) It is agreed that the Company will not reduce the benefits and the Union will not request any change in the Retirement Income Plan until the expiration of the Agreement on April 1, 2017.

(c) For the term of this Agreement, post-retirement health care under the health care plans sponsored by Duke Energy Corporation will be made available to eligible Union employees hired A-36
A-36 Amend

prior to January 1, 2010 in accordance with the correspondence from the Company to the Union dated July 22, 2004, as amended by the parties' April 2, 2014 Letter Agreement (Collectively, the "Post-Retirement Health Benefits Letters"), and the applicable plan documents. As discussed in the Post-Retirement Health Benefits Letters, Union employees who are hired on or after January 1, 2010 will not be eligible for either the Traditional Option or the HRA Option (as defined in the Post-Retirement Health Benefits Letters), but such employees shall be eligible for access (at unsubsidized rates) to post-retirement healthcare under the Duke Energy Corporation Medical Plan if they have attained age 50 and completed 5 years of vesting service as of the date of their retirement to the extent such coverage is available for Union employees in the Traditional Option and/or HRA Option.

Section 27. Any insurance benefit plans under the Duke Energy Health & Welfare Benefit Plans not specifically referenced elsewhere in this Contract (i.e. basic and supplemental life insurance, accidental death & dismemberment and dependent life insurance) that the Company maintains and/or implements for the general non-represented employee population, shall also be provided to the bargaining unit employees at the same benefit levels, costs and plan design structure as for the non-represented employees. The Company has the right to add, eliminate and alter or to make any other changes to these insurance benefit plans or the employee costs of the plans, consistent with any changes it makes for the general non-represented employee population.

Section 28. (a) Any health care options (medical, dental, or vision) that the Company unilaterally implements under the Duke Energy Active Medical Plan, the Duke Energy Active Dental Plan and/or the Duke Energy Active Vision Plan at its sole discretion for the general non-represented employee population shall also be offered to the bargaining unit employees during the term of the 2017-2022 Agreement at the same costs and with the same plan design structure as applies to the general non-represented employee population. It is expressly understood that the right to add, eliminate, alter and/or to make any other changes to these health care options or to the employee costs for these options, consistent with any changes it makes for the general non-represented employee population, is reserved to the Company, in its sole discretion.

(b) Employees on layoff will be entitled to continue to participate in the medical plan and dental plan coverages that they had at the time of layoff, at no cost to the Company. Employees on layoff must pay, in advance, the total monthly premium for their coverage by the fifteenth of each month for the following month's coverage. Such medical and dental coverage will be terminated when employees do not pay the total premium as stated above; when they accept full time employment elsewhere; or when they lose their system service in accordance with Article III, Section 5(h).

Section 29. (a) The Company agrees to maintain an employee savings plan, subject to the provisions of the appropriate federal legislation and regulation governing such plans. Eligible Union employees will participate or continue to participate in the existing Duke Energy Retirement Savings Plan, successor plan to the Duke Energy Retirement Savings Plan for Legacy Cinergy Union Employees (Midwest), hereinafter called the "Retirement Savings Plan."

(b) The Retirement Savings Plan is memorialized in the plan document entitled the "Duke Energy Retirement Savings," which, as amended includes the complete text of the Retirement Savings Plan.

(c) The Company hopes and expects to continue the Retirement Savings Plan indefinitely but it must reserve the right to alter or amend it or to discontinue Company contributions to it at any

time. However, under no circumstances shall any part of the corpus or income held by the Trustee of the Retirement Savings Plan be recoverable by the Company or be used for or diverted to any purposes other than for the exclusive benefit of the employee participants or their beneficiaries as provided in the Retirement Savings Plan.

(d) The Company and the Union previously entered into Letter Agreement A-61 dated June 15, 2009 titled "Retirement Plan Agreement" which references certain enhancements to the Retirement Savings Plan related to the mandatory and voluntary opportunities to convert to the "New Duke Retirement Program". The Company and the Union further have agreed to certain retirement Savings Plan changes in a Letter Agreement dated April 2, 2014 titled "Retirement Savings Plan Changes for Traditional Pension Plan Participants."

ARTICLE VI

Section 1. (a) With the exception of shift differential premium, and a holiday occurring during an employee's vacation or second off day, it is agreed that under no circumstances shall any Section of this Agreement be interpreted to provide the pyramiding of a benefit or premium payment to employees covered by this Agreement. For example, no employee may claim sick pay while receiving vacation pay or holiday pay while receiving sick pay.

(b) It is further agreed that there shall be no interruption in the payment of one benefit in order that the employee may receive payment for another benefit. For example, no employee may interrupt vacation to begin sick leave or interrupt sick leave to include a holiday. The only exceptions to this provision are that an employee's sick pay may be interrupted to include vacation pay and that vacation pay may be interrupted to include death in family pay as set forth in the Agreement. In the event that any vacation days are unused as a result of a death in the family situation, the use of these unused vacation days must be approved in advance by supervision and shall not apply to the administration of vacation in one-day increments as provided under Article IV, Section 1(e) of the Agreement.

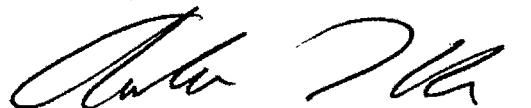
Section 2. This Agreement shall remain binding upon successors, assigns or transferees of the Company in the event of a merger, acquisition, divestiture, asset swap or sale, or other similar transaction announced or begun during the Agreement. The Company will require the Buyer, or any transferee, to recognize the Union as the collective-bargaining agent for bargaining-unit employees the Buyer employs and assume provisions identical to provisions of the Agreement applicable to those bargaining-unit employees.

The Union will support and it will not oppose, or in any way support or encourage opposition to the Company's position regarding any mergers, acquisitions, divestitures or similar transactions or any regulatory matters (including rate cases or stranded cost determinations) or environmental matters announced or begun during the term of the Agreement.

IN WITNESS WHEREOF, Local Union 1347 of the International Brotherhood of Electrical Workers and Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc. ("Company"), do hereby, by their duly authorized agents, in the premises, execute and sign this 2017 – 2022 Agreement between Duke Energy Ohio, Inc., and Duke Energy Kentucky, Inc. and Local Union 1347, in duplicate, this 31st day of October, 2017.

FOR THE UNION

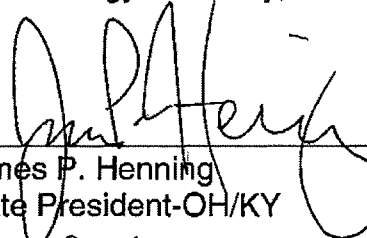
Local Union No. 1347 of the
International Brotherhood
of Electrical Workers



Andrew Kirk
Business Manager

FOR THE COMPANY

Duke Energy Ohio, Inc.
Duke Energy Kentucky, Inc.



James P. Henning
State President-OH/KY



Jay R. Alvaro
Dir., Labor Relations-Midwest/Carolinas

EXHIBIT "A"

DEPARTMENTAL AND DIVISIONAL WORKING RULES

REGULATED GENERATION
GENERAL WORK RULES

APPLICABLE TO:
EAST BEND STATION
WOODSDALE STATION

A-23
A-43
A-58
A-78
A-83

1. Shift Schedules shall be established in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.
2. A list of the employees in each Production Team and Support Team of each Division shall be posted by the Company each week showing the overtime worked by each employee during the previous week.
3. The meal period for employees, whose schedule provides a non-compensated one-half hour's meal period, will be defined in each Section. If the meal period is not granted between the time period designated in each Section, the employee will be allowed a shorter lunch period and will be permitted to eat on the job and will receive one-half hour's pay at the overtime rate.
4. There shall be no Working Foreman or supervisors in any Section except when designated for the fifteen (15) minute relief periods.
5. On Shift Work Schedules, subject to the approval of the Company, employees will be permitted to trade shifts on the same job and jobs on the same shift, if both are qualified and agreeable.
6. On Shift Work Schedules, a list of employees in these Sections shall be posted by the Company showing the current job assignment and the progressive scheduled off-days where applicable.
7. No employee working on a Shift Work Schedule may be relieved and leave his job more than 30 minutes before his scheduled quitting time, unless he has received prior approval from his supervisor.
8. The Company will not require employees to furnish tools.
9. All thirty (30) minute unpaid meal periods may begin a half-hour before or after the normal meal period, at the discretion of supervision.
10. When employees are assigned to training classes they may be required to work eight (8) hours exclusive of an unpaid lunch period.
11. Those Production Team employees who are assigned to work for one or more days on other Teams will work the same designated hours as the Team to which they are assigned.

12. Personnel may be required to work ten (10) and twelve (12) hour shifts at the appropriate straight time and overtime rates for outages and/or as needs dictate:

Division	1	East Bend Station
Division	5	Woodsdale Station

- (a) Production Teams will work on a Rotating Shift Schedule or as described in General Work Rule 1.
- (b) Support Teams will work schedules as required to support the Production Teams, as described in General Work Rule 1.

MIDWEST FIELD OPERATIONS

Division 6: OPERATORS

(a) MOBILE OPERATORS SECTION

1. These employees shall operate on a Rotating Shift Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

Relief Operators work on all shifts.

For the purpose of determining shift differential wages, all employees in this group including Relief Operators shall be designated Shift Workers.

2. There shall be no Working Foremen in this group.
3. Mobile Operators assigned to relief shall be entitled to not less than a twenty-four (24) hour notice of changes in shift assignments or scheduled days off.
4. Mobile Operators working on the actual holidays of Thanksgiving Day and Christmas Day, may perform routine work on Company property, such as substation inspections, minor repair work, preventative maintenance work and planned switching as outlined in their job duties.

Division 7: SUBSTATION

(a) ELECTRIC MAINTENANCE SECTION

1. This Section shall work on a Fixed Shift Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

The supervisor, at his discretion, may designate the thirty (30) minute meal period to begin one-half hour before the Normal Meal Period or may delay the beginning of the thirty (30) minute meal period to the time when the Normal Meal Period is scheduled to end.

(b) ELECTRIC REPAIR SECTION

1. This Section shall operate on a Day Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

The normal meal period will be between 12:00 noon and 12:30 p.m. However, the supervisor, at his discretion, may designate the thirty (30) minute meal period between 11:30 a.m. and 1:00 p.m. If the meal period is not granted between the time of 11:30 a.m. and 1:00 p.m., the employee will be allowed a shorter lunch period and will be permitted to eat on the job and will receive one-half hour's pay at the overtime rate.

(c) CONSTRUCTION SECTION

1. This Section shall operate on a seasonally adjusted Day Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

The Manual work of the Foremen in this Division shall be restricted to assistance in the handling or placing of heavy materials or equipment, the occasional pulling up of materials to employees and similar operations. It is the intention of Management that the primary duties of such Foremen shall be the supervision, planning, inspection and assignment of work to their crews and that no manual work is to be done which will detract from these primary duties.

2. The Company shall not require an employee to furnish tools.

Division 8: TEST & RELAY/FIELD SERVICES

(a) TEST & RELAY

1. This Division shall operate on a Day Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

The normal meal period will be between 12:00 noon and 12:30 p.m. However, the supervisor, at his discretion, may designate the thirty (30) minute meal period between 11:30 a.m. and 1:00 p.m. If the meal period is not granted between the time of 11:30 a.m. and 1:00 p.m., the employee will be allowed a

shorter lunch period and will be permitted to eat on the job and will receive one-half hour's pay at the overtime rate.

2. The Company shall not require an employee to furnish tools.

(b) FIELD SERVICES

1. This Division shall operate on a Day Schedule or in accordance with the negotiated letter dated October 11, 1996 discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

The normal meal period will be between 12:00 noon and 12:30 p.m. However, the supervisor, at his discretion, may designate the thirty (30) minute meal period between 11:30 a.m. and 1:00 p.m. If the meal period is not granted between the time of 11:30 a.m. and 1:00 p.m., the employee will be allowed a shorter lunch period and will be permitted to eat on the job and will receive one-half hour's pay at the overtime rate.

2. The Company shall not require an employee to furnish tools.

MIDWEST FIELD OPERATIONS

GENERAL WORK RULES APPLICABLE TO DIVISION 9 THROUGH 13

1. Shift Schedules shall be defined in each section in accordance with the negotiated letter dated October 11, 1996, discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.
2. The normal meal period for divisions which operate on a day schedule will be between 12:00 noon and 12:30 p.m. However, the supervisor, at his discretion, may designate the thirty (30) minute meal period between 11:30 a.m. and 1:00 p.m. If the meal period is not granted between the time of 11:30 a.m. and 1:00 p.m., the employee will be allowed a shorter lunch period and will be permitted to eat on the job and will receive one-half hour's pay at the overtime rate.
3. The Company shall not require an employee to furnish tools.
4. Employees who bid, qualify and are accepted for posting openings in a Division shall receive a classified seniority date based on the date they enter the job opening and shall be eligible for merit increases at six (6) month intervals regardless of the wage rate of any other employee in the job classification, but in no event will an employee receive a wage rate that is higher than the maximum rate of the job classification which he is entering.

5. Employees hired after April 1, 2006, into any job classification within Divisions 9, 11, 12 and 13 (c) must reside within a 30-mile radius of the Company's headquarters located at Fourth & Main Streets, Cincinnati, Ohio.

Division 9: ELECTRIC TROUBLE

A-14
A-9

1. The Electric Trouble Section will operate on a Rotating Shift Schedule or as described in General Work Rule 1.
2. The Manual work of the Foremen in this Section shall be restricted to assistance in the handling or placing of heavy materials or equipment, the occasional pulling up of materials to Linemen and similar operations. It is the intention of Management that the primary duties of such Foremen shall be the supervision, planning, inspection and assignment of work to their crews and that no manual work is to be done which will detract from these primary duties.
3. Extra Linepersons "A"-Trouble shall be assigned for periods of one (1) week and will be given not less than forty-eight (48) hours notice concerning the shift assigned for the following week.
4. Management shall prepare a storm working schedule which will be utilized at the discretion of the Department Manager when, in his opinion, unusually severe and prolonged storm conditions warrant the use of this schedule. The duration of the storm working schedule will also be determined by the Department Manager. Meal compensation will be paid to the employees who are assigned to this storm working schedule as follows:

Employees assigned to work on the storm working schedule within the southwest Ohio and northern Kentucky (DEO/DEK) service territories who have completed five hours of continuous storm work shall be furnished a meal compensation allowance and an additional meal compensation allowance for each five hour interval thereafter, until released from storm duty.

Employees assigned to work on the storm working schedule outside the southwest Ohio and northern Kentucky (DEO/DEK) service territories who have completed five hours of continuous storm work shall be furnished a meal, or compensation in lieu thereof, and an additional meal, or compensation in lieu thereof, for each five hour interval thereafter, until released from storm duty.

Division 10: ELECTRIC METER

A-80

1. The Electric Meter Section will operate on a Day Schedule or as described in General Work Rule 1.

The Premise Service Section will operate on a Rotating Shift Schedule or as described in General Work Rule 1.
2. There shall be no working Foremen in this Section.
3. Extra Premise Troubleshooters shall be assigned for periods of one (1) week and will be given not less than forty-eight (48) hours notice concerning the shift assigned for the following week.

4. Extra Premise Troubleshooters will be used to fill assigned shifts at their respective headquarters.
5. Management shall prepare a storm working schedule which will be utilized at the discretion of the Department Manager when, in his opinion, unusually severe and prolonged storm conditions warrant the use of this schedule. The duration of the storm working schedule will also be determined by the Department Manager. Meal compensation will be paid to the employees who are assigned to this storm working schedule as follows:

Employees assigned to work on the storm working schedule who have completed five (5) hours of continuous storm work shall be furnished a meal, or compensation in lieu thereof, and an additional meal, or compensation in lieu thereof, for each five (5) hour interval thereafter, until released from storm duty.

Division 11: OVERHEAD TRANSMISSION AND DISTRIBUTION CONSTRUCTION DIVISION

A-21
A-9
A-81

1. The Overhead Transmission and Distribution Section shall operate on a Day Schedule or as described in General Work Rule 1.
2. The Manual work of the Foremen in this Division shall be restricted to assistance in the handling or placing of heavy materials or equipment, the occasional pulling up of materials to Linemen and similar operations. It is the intention of Management that the primary duties of such Foremen shall be the supervision, planning, inspection and assignment of work to their crews and that no manual work is to be done which will detract from these primary duties.
3. Additional help will be supplied small line crews setting poles and transformers when conditions are such that the normal crews need additional help in the setting of poles and transformers in a safe and workmanlike manner.
4. Management shall prepare a storm working schedule which will be utilized at the discretion of the Department Manager when, in his opinion, unusually severe and prolonged storm conditions warrant the use of this schedule. The duration of the storm working schedule will also be determined by the Department Manager. Meal compensation will be paid to the employees who are assigned to this storm working schedule as follows:

Employees assigned to work on the storm working schedule within the southwest Ohio and northern Kentucky (DEO/DEK) service territories who have completed five hours of continuous storm work shall be furnished a meal compensation allowance and an additional meal compensation allowance for each five hour interval thereafter, until released from storm duty.

Employees assigned to work on the storm working schedule outside the southwest Ohio and northern Kentucky (DEO/DEK) service territories who have completed five hours of continuous storm work shall be furnished a meal, or compensation in lieu thereof, and an additional meal, or compensation in lieu thereof, for each five hour interval thereafter, until released from storm duty.

Division 12: UNDERGROUND CABLE AND EQUIPMENT

1. This Division shall operate on a Day Schedule and when required, a Fixed Shift Schedule or as described in General Work Rule 1.
2. There shall be no working Foremen in this Division.
3. When an opening occurs in a job classification within the Cable; Transformer & Equipment; and Test & Operation Sections of the Underground Cable and Equipment Division, job openings will be filled by the multiple posting system as outlined in Article III, Section 7(g).
4. Overtime shall be divided as equally and impartially as possible among all employees within a job classification in each Section of Division 12, such as Cable Section; Transformer & Equipment Section; and the Test & Operation Section.

Division 13: SERVICE DIVISION

(a) MATERIAL AND REPAIR SECTION

The Material and Repair Section shall operate on a Day Shift Schedule and when required on a Modified Shift Schedule or as described in General Work Rule 1.

(b) MACHINE SHOP SECTION

This Section shall operate on a Day Schedule or as described in General Work Rule 1.

(c) BRECON HEAVY EQUIPMENT AND REPAIR SECTION

This Section shall operate on a Day Schedule or as described in General Work Rule 1.

The manual work of the Foremen in this Division shall be restricted to assistance in the handling or placing of heavy materials or equipment, the occasional pulling up of materials to employees and similar operations. It is the intention of Management that the primary duties of such Foremen shall be the supervision, planning, inspection and assignment of work to their crews and that no manual work is to be done which will detract from these primary duties.

Division 14: POWER DELIVERY WAREHOUSES

1. This Division shall operate on a Modified and a Fixed Shift Schedule (Monday - Friday) in accordance with the negotiated letter dated October 11, 1996, discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

Each shift will include a one-half hour meal period.

2. The Company shall not require an employee to furnish tools.

Division 15: GENERATION SUPPLY CHAIN

A-38

1. This Division shall operate on a Modified Shift Schedule and, where necessary, a Rotating Shift Schedule in accordance with the negotiated letter dated October 11, 1996,

discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

Each shift will include a one-half hour meal period.

- a) At Woodsdale Storeroom a one-day notice is required to change a schedule from day-to-day.
- b) At Woodsdale Storeroom any schedule can start thirty (30) minutes earlier and end thirty (30) minutes earlier with a one-day notice of a schedule change.

Division 16: FLEET SERVICES

1. This Department shall operate on a Fixed Shift Schedule in accordance with the negotiated letter dated October 11, 1996, discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

Each shift will include a one-half hour meal period.

2. Employees will be responsible for providing hand tools under 1". All other tools will be provided for by the Company as it determines necessary.
3. Employees will be provided work attire which includes clothing and laundry services.

Division 17: GAS OPERATIONS SUPPLY CHAIN

1. This Division shall operate on a Modified and a Fixed Shift Schedule (Monday - Friday) in accordance with the negotiated letter dated October 11, 1996, discussing flexibility in work scheduling. Day shifts will be any hours between 6:00 a.m. and 6:30 p.m. Afternoon shifts will be any hours between 2:00 p.m. and 2:00 a.m. Evening shifts will be any hours between 10:00 p.m. and 10:00 a.m.

Each shift will include a one-half hour meal period.

2. The Company shall not require an employee to furnish tools.

HISTORICAL SIDEBAR LETTERS 1973 - 2022

Between

**Duke Energy Ohio, Inc.
and Duke Energy Kentucky, Inc.**

and

**Local Union 1347
International Brotherhood
of Electrical Workers, AFL-CIO**

APPENDIX A

**HISTORICAL DOCUMENTS PRESERVED AND MADE PART OF THIS AGREEMENT
FOR INTERPRETATION AND APPLICATION INDEX
BY DOCUMENT NUMBER**

A-DOC #	CLAUSE	ISSUE	DATE
A-1	Article V, Section 1(m)	Compensated Overtime Make-Up	06/08/73
A-2	Misc.	Rest Periods-Storms, ET&DC	04/09/73
A-3	Article III, Section 7	Multiple Posting Procedure	05/11/76
A-4	Article V, Section 1(m)	Distribution of Overtime	05/11/76
A-5	Article V, Section 5	Meal Compensation	05/11/76
A-6	Article IV, Section 1(k)	Overtime and One Day Vacations	07/02/79
A-7	Article IV, Section 3	STD for Substance Abuse Rehab	07/02/79
A-8	Article V, Section 10	Inclement Weather	07/02/79
A-9	Division 9, 11	Working on Primary Conductors	07/02/79
A-11	Article IV, Section 3(f)	Transfer between Stations for Light Duty	04/12/82
A-12	Misc.	Co-ops and Seniority	04/12/82
A-13	Misc.	Six – Eight Hour Rest Periods	04/12/82
A-14	Division 9	One-Person Trouble Crews	04/12/82
A-17	Article II, Section 1	Personal Attorneys/Grievances	04/04/91
A-18	Article III, Section 6	Supervision Return to Bargaining Unit	04/04/91
A-19	Misc.	Non-Storm Duty Rest Periods	04/26/94
A-21	Division 11	Alternate Work Hours ET&DC	04/26/94
A-22	Article I, Section 1(a)	Union Recognition and Representation	06/15/09
A-23	Article V, Section 1(q), Exhibit A	Flexible Shift Hours	10/11/96
A-27	Article V, Section 25(k)	BOGAR Job Evaluation System 9/2/98 & 12/16/02	09/02/98
A-30	Misc.	Madison Station	02/09/00
A-32	Article IV, Section 1(e)	Vacation of Rehired Employees	06/15/09
A-35	Misc.	Disconnect Non-Pay Agreement	11/01/05
A-36	Article V, Section 26(c)	Post-Retirement Medical Benefits – Health Reimbursement Account (HRA)	07/22/04
A-36 Amend	Article V, Section 26(c)	Post-Retirement Health Benefits	04/02/14
A-38	Division 15	SMAT Guidelines Agreement	04/02/14
A-41	Article IV, Section 1	Clarification of Vacation Bank/Pension	08/22/06
A-42	Article IV, Section 1(k)	Working Overtime During Vacation	08/22/06
A-43	Article V, Section 1(c), Exhibit A	12-Hour Shifts	04/02/14 6/15/09
A-46	Misc.	Store Room Bidding	08/22/06
A-48	Misc.	Eyeglass Pitting	08/22/06
A-49	Article V, Section 8(a)	Project Work - Outside Duke Energy OH/KY Service Area	04/02/14 8/22/06
A-50	Misc.	Undercover Investigators	08/22/06
A-51	Article V, Section 20(c)	Leadperson – Trainer Role	08/22/06
A-52	Article V, Section 20(c)	Leadperson	04/02/14 8/22/06
A-53	Misc.	Advanced Wages for Union Business	08/22/06
A-54	Misc.	Seniority and Interplant Bidding Rights	08/22/06

A-DOC #	CLAUSE	ISSUE	DATE
A-56	Misc.	Welding Premium	04/01/17
A-58	Misc.	Employee Development Qualification Program	02/06/08
A-60	Misc.	Random Drug and Alcohol Testing	06/15/09
A-61	Article V, Section 26 and 29	Retirement Plan Agreement	06/15/09
A-61 Amend	Article V, Section 26 and 29	Amendment to A-61 Retirement Plan Agreement Letter	04/02/14
A-62	Misc.	Vacation Bank/Vacation Credit	06/15/09
A-64	Article V, Section 3	Short Term Disability Issues	06/15/09
A-66	Article IV, Section 1(e) and (k)	Partial Day Vacations and Vacation Carryover	04/01/17 6/15/09
A-67	Article V, Section 25(a)	Union Employees Incentive Plan	06/15/09
A-70	Article V, Section 4	Overtime Guidelines	04/01/17 04/02/14
A-71	Article V, Section 9	Temporary Assignment at Other Locations	04/02/14
A-72	Article V, Section 29	Retirement Savings Plan Changes for Traditional Plan Participants	04/02/14
A-73	Article V, Section 22(a)	Safety Shoe Policy	04/02/14
A-76	Article V, Section 22(a)	Safety Shoes (FHO & Field Services)	04/01/17 05/08/08
A-77	Misc.	Transportation Senior Service Wage Rate	06/20/13
A-78	Exhibit A	Revised Material Services Team Member Job Description - EBS	01/15/14
A-79	Misc.	Repair Specialist and Senior Repair Mechanic Job Classifications	08/27/13
A-80	Division 10	Separation of Gas and Electric Customer Premise Work	03/20/14
A-81	Division 11	Lineperson Program	04/01/17
A-82	Article III, Section 6(g)	Employment Policy	04/01/17
A-83	Exhibit A	Production Technicians	04/01/17
A-84	Article V, Section 25(a)	Union Employees' Incentive Plan (UEIP) Joint Committee	04/01/17
A-85	Article V, Section 20(c)	Leadperson - Sr. Maintenance Electrician	04/01/17
A-86	Article V, Section 25(a)	Union Employees' Incentive Plan Goals	10/31/17

APPENDIX A

HISTORICAL DOCUMENTS PRESERVED AND MADE PART OF THIS AGREEMENT FOR INTERPRETATION AND APPLICATION INDEX BY CLAUSE NUMBER

A-DOC #	CLAUSE	ISSUE	DATE
A-22	Article I, Section 1(a)	Union Recognition and Representation	06/15/09
A-17	Article II, Section 1	Personal Attorneys/Grievances	04/04/91
A-18	Article III, Section 6	Supervision Return to Bargaining Unit	04/04/91
A-82	Article III, Section 6(g)	Employment Policy	04/01/17
A-3	Article III, Section 7	Multiple Posting Procedure	05/11/76
A-41	Article IV, Section 1	Clarification of Vacation Bank/Pension	08/22/06
A-32	Article IV, Section 1(e)	Vacation of Rehired Employees	06/15/09
A-66	Article IV, Section 1(e) and (k)	Partial Day Vacations and Vacation Carryover	06/15/09
A-6	Article IV, Section 1(k)	Overtime and One Day Vacations	07/02/79
A-42	Article IV, Section 1(k)	Working Overtime During Vacation	08/22/06
A-7	Article IV, Section 3	STD for Substance Abuse Rehab	07/02/79
A-11	Article IV, Section 3(f)	Transfer between Stations for Light Duty	04/12/82
A-43	Article V, Section 1(c), Exhibit A	12-Hour Shifts	04/02/14 6/15/2009
A-1	Article V, Section 1(m)	Compensated Overtime Make-Up	06/08/73
A-4	Article V, Section 1(m)	Distribution of Overtime	05/11/76
A-23	Article V, Section 1(q), Exhibit A	Flexible Shift Hours	10/11/96
A-64	Article V, Section 3	Short Term Disability Issues	06/15/09
A-70	Article V, Section 4	Overtime Guidelines	04/02/14
A-5	Article V, Section 5	Meal Compensation	05/11/76
A-49	Article V, Section 8(a)	Project Work - Outside Duke Energy OH/KY Service Area	04/02/14 8/22/2006
A-71	Article V, Section 9	Temporary Assignment at Other Locations	04/02/14
A-8	Article V, Section 10	Inclement Weather	07/02/79
A-51	Article V, Section 20(c)	Leadperson – Trainer Role	08/22/06
A-52	Article V, Section 20(c)	Leadperson	04/02/14 8/22/2006
A-85	Article V, Section 20(c)	Leadperson - Sr. Maintenance Electrician	04/01/17
A-73	Article V, Section 22(a)	Safety Shoe Policy	04/02/14
A-76	Article V, Section 22(a)	Generation Foot Protection Policy	05/08/08
A-67	Article V, Section 25(a)	Union Employees Incentive Plan	06/15/09
A-84	Article V, Section 25(a)	Union Employees' Incentive Plan (UEIP) Joint Committee	04/01/17
A-86	Article V, Section 25(a)	Union Employees' Incentive Plan Goals	10/31/17
A-27	Article V, Section 25(k)	BOGAR Job Evaluation System 9/2/98 & 12/16/02	09/02/98
A-61	Article V, Section 26 and 29	Retirement Plan Agreement	06/15/09
A-61 Amend	Article V, Section 26 and 29	Amendment to A-61 Retirement Plan Agreement Letter	04/02/14
A-36	Article V, Section 26(c)	Post-Retirement Medical Benefits – Health Reimbursement Account (HRA)	07/22/04
A-36 Amend	Article V, Section 26(c)	Post-Retirement Health Benefits	04/02/14
A-72	Article V, Section 29	Retirement Savings Plan Changes for Traditional Plan Participants	04/02/14

A-78	Exhibit A	Revised Material Services Team Member Job Description - EBS	01/15/14
A-83	Exhibit A	Production Technicians	04/01/17
A-14	Division 9	One-Person Trouble Crews	04/12/82
A-9	Division 9, 11	Working on Primary Conductors	07/02/79
A-80	Division 10	Separation of Gas and Electric Customer Premise Work	03/20/14
A-21	Division 11	Alternate Work Hours ET&DC	04/26/94
A-81	Division 11	Lineperson Program	04/01/17
A-38	Division 15	SMAT Guidelines Agreement	04/02/14 11/1/2005
A-2	Misc.	Rest Periods-Storms, ET&DC	04/09/73
A-12	Misc.	Co-ops and Seniority	04/12/82
A-13	Misc.	Six – Eight Hour Rest Periods	04/12/82
A-19	Misc.	Non-Storm Duty Rest Periods	04/26/94
A-30	Misc.	Madison Station	02/09/00
A-35	Misc.	Disconnect Non-Pay Agreement	11/01/05
A-46	Misc.	Store Room Bidding	08/22/06
A-48	Misc.	Eyeglass Pitting	08/22/06
A-50	Misc.	Undercover Investigators	08/22/06
A-53	Misc.	Advanced Wages for Union Business	08/22/06
A-54	Misc.	Seniority and Interplant Bidding Rights	08/22/06
A-56	Misc.	Certified Welders	08/22/06
A-58	Misc.	Employee Development Qualification Program	02/06/08
A-60	Misc.	Random Drug and Alcohol Testing	06/15/09
A-62	Misc.	Vacation Bank/Vacation Credit	06/15/09
A-77	Misc.	Transportation Senior Service Wage Rate	06/20/13
A-79	Misc.	Repair Specialist and Senior Repair Mechanic Job Classifications	08/27/13

June 8, 1973

Mr. John W. Mitchell
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Grievance #3-23-8-72

Dear Mr. Mitchell:

Reference is made to the first step arbitration meeting held on May 11, 1973 where we discussed the grievance of Mr. John Frey, a Fleet Attendant at the W.C. Beckjord Station of the Electric Production Department. Mr. John Mitchell was present as the Union designated arbitrator and Mr. A. Ehrnschwender, the Company arbitrator and Mr. R. Byrnes were present for the Company.

In discussing the facts of this particular case you suggested that consideration should be given to establishing a procedure whereby employees could be compensated for time not worked in specific instances where employees represented by the Union lost opportunities for overtime work. The Company has reviewed this matter and proposes the following procedures concerning this subject:

If a foreman performs work which the Company agrees should have been performed on an overtime basis by available employees in a job classification represented by the Union, then, as a remedy, the Company shall pay the employee lowest in overtime in the classification which should have been assigned the overtime work for that work at the appropriate overtime rate.

If an employee in a job classification represented by the Union performs work on an overtime basis which the Company agrees should have been performed by an available employee in another classification represented by the Union, then, as a remedy, make-up overtime work will be provided for the employee lowest in overtime in the classification to which the work should have been assigned.

John W. Mitchell

- 2 -

June 8, 1973

In any case concerning overtime assignments which is ultimately pursued to arbitration and which cannot be resolved by the Company and Union arbitrators and which is subsequently submitted to a third and neutral arbitrator, the neutral arbitrator will be restricted to providing make-up overtime work as a remedy if the neutral arbitrator decides a particular case in favor of the Union.

It is believed that the above stipulated procedure will allow disputes concerning overtime assignments to be equitably resolved to the mutual satisfaction of the Company and the Union and that it conforms to your suggestion. Please review this procedure and confirm whether or not you concur.

If this procedure is agreeable to the Union, it is anticipated that the arbitration case of Mr. John Froy can be promptly resolved.

Very truly yours,

Arthur R. Ehrnschwender

W.E. Dickhoner
W.V. van Gilse

THE CINCINNATI GAS & ELECTRIC COMPANY



CINCINNATI, OHIO 45201

April 9, 1973

Mr. John W. Mitchell
 Business Manager
 Local Union 1347
 International Brotherhood of
 Electrical Workers, AFL-CIO
 4100 Colerain Avenue
 Cincinnati, Ohio 45223

Dear Mr. Mitchell:

During the 1973 negotiating meetings the committees discussed practices concerning rest periods on extended periods of work necessary to restore the system to service following severe storms or other causes of extensive damage to the Company's electric facilities.

During this discussion, a letter from Mr. H.W. Grate, dated March 25, 1970 was read concerning these practices, which are referred to in the Electric Distribution Department Work Rules. These practices can be described as follows:

When men are released for rest they are told at what hour they should report back to their headquarters for further work assignments. This rest period may be from four to six hours depending on conditions. When such rest periods extend into the employee's regular work period, he is paid for the time within his work period at the regular rate of pay.

Employees will be released for rest who are called before twelve midnight on the assumption that they have had no sleep and will be paid on the same basis as above.

We will also try to assign men who have worked sixteen to twenty hours to work of a less hazardous nature.

It is anticipated that this letter will adequately explain the policy concerning rest periods.

Very truly yours,

Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



CINCINNATI, OHIO 45201

ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

May 11, 1976

Mr. Timothy O'Leary
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223.

Dear Mr. O'Leary:

During the 1976 negotiation meetings, the committees for the Company and the Union discussed the multiple posting procedure as administered in the Electric Transmission and Distribution Construction and the Electric Distribution Engineering Departments with respect to job openings which become available after the posting date of a particular posting.

The established posting procedures have provided that positions which become available after a posting date but before a job posting is processed, are included in the original posting. This procedure is thought to serve the best interest of employees and the Company; employees benefit because additional job opportunities become available at earlier dates and the Company benefits because it obtains necessary manpower at earlier times. Although this procedure allows employees to promote or cross bid to another job or work location when that particular job may not have been specifically listed on a posting notice, employees who complete bid sheets in the normal and accustomed manner can obtain a benefit from the early filling of a job.

The Union has requested the Company to post all original job openings. It is requested that openings which occur after a posting date be included in an addendum to the posting. This arrangement will allow those few employees who do not submit advance bid sheets in accordance with the intentions of the posting procedure to evaluate an opening as it may occur.

Mr. Timothy O'Leary

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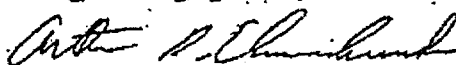
May 11, 1976

As a result of the Union's request, the Company agrees to list all original openings on posting notices. Consistent with the multiple posting program, resultant openings will not be posted. If an additional job opening becomes available after a posting date, the management of the Company will evaluate whether or not to hold that opening until a subsequent posting or to post an addendum to the original posting. If an addendum is added to a posting, the entire posting will remain open until the closing date which is two weeks after the addendum is posted. Subsequent addendums posted by the management of the Company will delay the entire posting for additional two week periods after the addendum is posted.

It is emphasized that this change in procedure in no way will restrict the Company's responsibility to determine its manpower requirements at particular locations or its authority to determine when to post a particular job. The responsibility for this function must be reserved to the management of the Company. The Company must also retain the right to cancel a posted opening at any time.

Implementation of this revised procedure will hopefully satisfy the Union's request concerning listing original openings under the multiple posting system in the Electric Distribution Engineering and the Electric Transmission and Distribution Construction Departments.

Very truly yours,



Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



CINCINNATI, OHIO 45201

May 11, 1976

ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

Mr. Timothy O'Leary
Business Manager.
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. O'Leary:

During the 1976 negotiation meetings, the committees for the Company and the Union discussed the allocation of planned overtime among personnel at the various overhead districts of the Electric Transmission and Distribution Construction Department.

In order to resolve any differences of opinion which may exist between the Company and the Union, including the arbitration case of Mr. Wayne Hutchinson, the Company agrees that planned overtime shall be distributed in accordance with the provisions of Article V, Section 1(m), at each headquarters. Overtime work available at a particular headquarters will be determined according to the supervisory geographic areas established by the management of the Company. Planned overtime within a particular supervisory geographic area of responsibility will be assigned to employees at a particular headquarters within the area so that qualified employees are either working overtime or have been given an opportunity to work overtime before other employees from other geographic areas of responsibility are assigned the overtime.

It must be stipulated, however, that the generalized planned overtime distribution policy set forth in the above paragraph shall not apply to particular overtime assignments as may occasionally arise when an individual with particular skills is needed for a certain work assignment, or for incidental overtime work where particular and specific employees are required to complete an assignment which is being executed during the regular work day. It must also be understood that these procedures will not prevail in emergency situations where additional personnel from various geographic areas may be required to work within a different area or areas.

THE CINCINNATI GAS & ELECTRIC COMPANY



May 11, 1976

ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

Mr. Timothy O'Leary
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. O'Leary:

During the 1976 negotiation meetings, the committees of the Company and the Union discussed the intention of the meal compensation provisions of the current Agreement contained in Article V, Section 5.

The Agreement clearly stipulates that the Company may provide a meal, or compensation in lieu thereof, at the stipulated time intervals. For overtime assignments of short duration, it is understood that the most common practice is to provide employees compensation in lieu of a particular meal at the designated times. In some instances employees will accrue more than one meal allowance during an overtime assignment. Only rarely, however, would it be thought necessary to stop work more than once to obtain meals. However, except for occasional emergency situations, no employee is expected to work for an extended period of time without being given an opportunity to obtain something to eat.

The procedures to be utilized when obtaining meals will vary with the circumstances in particular cases. It is a supervisory responsibility to make the necessary arrangements to procure meals. In some instances the supervisor will make plans for employees to stop an overtime assignment and go to a restaurant. In other cases the supervisor may arrange for employees in a large work group to stagger the times of their absences from work to consume a meal. Sometimes a member of a crew may be sent to an eating establishment to obtain food for himself and other employees.

Mr. Timothy O'Leary

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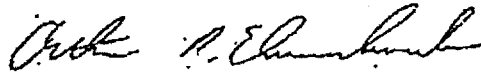
May 11, 1976

In implementing these procedures, it must be clearly understood that the management reserves the right to shift the assigned supervisory geographic areas of responsibility whenever it believes such movement to be necessary and that work in the fringe areas of one geographic area which may overlap into another geographic area will generally only be assigned to personnel from one particular overhead headquarters and not in part to crews from different headquarters.

Whenever overtime work is performed by personnel from one district which the Company agrees should have been assigned to personnel from another headquarters, it is agreed that make-up overtime work within the scope of duties of the involved job classification will be provided to the appropriate employees from the headquarters to which the overtime work should have been assigned.

While the Company must continue to maintain flexibility in assigning crews during the normal straight time work day to any location, it is hoped that this revised procedure will resolve the questions concerning the distribution of overtime work among personnel in various overhead headquarters in the Electric Transmission and Distribution Construction Department.

Very truly yours,



Arthur R. Ehrnschwender

Mr. Timothy O'Leary

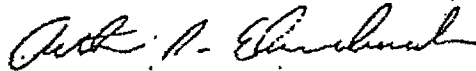
- 2 -

May 11, 1976

While no provisions of the current Agreement reflect that employees must be given an opportunity to eat a meal at any precise time, it is expected that all supervisory personnel will undertake to apply the meal allowance provisions with a personal understanding for the needs of the employees under their supervision. The application of reasonableness and good judgment by the supervisor and the consideration and understanding of the employees involved in particular situations will hopefully avoid future misunderstandings.

It is hoped that the application of the meal compensation provisions of the current Agreement according to the intentions set forth in this letter will minimize the inconvenience to employees who are required to work overtime.

Very truly yours,



Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

July 2, 1979

Mr. Louis Amshoff
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Amshoff:

During the 1979 negotiation meetings, representatives of the Company and the Union discussed the method to administer overtime for employees who are permitted to take one day vacations contiguous to scheduled off days.

In 1976 the Company and the Union agreed to allow an employee with two or more weeks of vacation to take five days of that vacation in one-day increments. The purpose of this provision was to allow employees to arrange in advance to have time off for personal business which could not be taken care of outside the regular working hours. At the time the parties agreed to this provision, no discussion evolved concerning working on scheduled off days contiguous to a one day vacation. Subsequently, in July, 1977, the Union proposed that the vacation procedures specified in Article IV, Section 1(k) should prevail for one day vacations. The Company thereafter, conducted a survey among the various departments concerning the Union's proposal.

At that time the management in the Electric Production Department indicated that, because of its unique around-the-clock operations, it could not agree to implement the Union's proposed policy. That decision was based on the fact that during the summer months of the traditional prime vacation period, the department allowed as many employees off as is prudent with safe and efficient operation. While no major scheduled overhauls are planned during the summer months, such overhauls and forced outages during the Spring and Fall require that as many employees as possible be available on Saturdays and Sundays, when load conditions permit additional maintenance.

During the 1979 negotiations, the management in the Electric Operating Department indicated that it could not accommodate such a proposal in the Substation Operators Section where employees work on a rotating shift schedule. Because of the nature of their work, it was also agreed that an employee granted a one day vacation in the Substation Operators Section would also be expected to be available for overtime assignments on off days contiguous to the one day vacation. With the exception of the Electric Production Department and the Substation

Mr. Louis Amshoff

- 2 -

July 2, 1979

operators Section of the Electric Operating Department, the procedures for working on scheduled off days after a one day vacation will be administered in accordance with provisions of Article IV, Section 1(k) for those employees who request a one day vacation at least seven calendar days prior to the date requested and obtain the approval of supervision.

Some questions have arisen when employees are granted one day vacations due to extenuating circumstances with less than a seven day notice. In such cases, Article IV, Section 1(k) does not apply in any work groups. Such employees are expected to be available for planned and unscheduled overtime in their normal sequence on scheduled off days. When previously planned overtime is canceled, those employees at work can readily be advised of the cancellation. An employee who has been granted a one day vacation without a seven day notice and who was previously notified of planned overtime on the subsequent off day is expected to communicate with his supervisor at least one hour prior to the end of the regular scheduled work day of the one day vacation in order to determine whether or not the planned overtime will still be performed. An employee who reports for canceled planned overtime without having communicated in such a manner will not be paid for hours pay at the straight time rate as provided in Article V, Section 4(e) of the Agreement.

It is anticipated that this letter will clarify any misunderstandings concerning working on contiguous off days after being granted one day vacations. Proceedings outlined in this letter will help avoid greater limitations on the number of allowable one day vacations for employees.

Very truly yours,



Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

July 2, 1979

Mr. Louis Amshoff
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Amshoff:

During the 1979 negotiations, representatives of the Company and the Union discussed the compensation policy for employees who undertake treatment for alcoholism.

While sick compensation has not previously been granted for the treatment of alcoholic conditions, the Company will alter that arrangement when an employee obtains treatment at an appropriate detoxification facility under the direction of the Company Medical Director or in coordination with the Medical Director and the employee's personal physician. Available sick pay may hereafter be used for the first continuous absence when an employee undertakes to correct an alcoholic problem through an approved program. If the initial rehabilitation effort at a treatment center is not successful, the employee will not be granted additional available sick pay.

The Company is willing to extend this extra effort to help afflicted employees and their families, to eliminate the burden imposed upon the fellow employees, and to minimize lost productivity and absenteeism caused by alcoholism. An employee who is unwilling to accept the responsibility for his own behavior or who refuses to participate in a necessary program will, as in the past, jeopardize his continued employment with the Company.

The Union is encouraged to make the Company Medical Director aware of individuals thought to have alcoholism problems. With such assistance, fellow employees may be given a chance for which they may be forever grateful.

Very truly yours,

Handwritten signature of Arthur R. Ehrnschwender.

Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ROBERT P. WIWI
VICE PRESIDENT

July 2, 1979

Mr. Louis Amshoff
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Amshoff:

This letter is intended to clarify the policy concerning outside work during inclement weather for employees in the Overhead Divisions of the Electric Transmission and Distribution Construction Department and the Underground Division only while performing U.R.D. work. As has always been the case, all crews will work without regard to weather conditions when it is necessary to protect life, property, or continuity of service.

When it is raining or snowing at starting time and the job is within 30 minutes or less travel time from the headquarters, the crew will remain at the headquarters until the weather clears. If the job is over 30 minutes travel time from the headquarters, the crew will leave at starting time and proceed to the job. Crews assigned to indoor jobs in protected areas will start at the regular time.

If rain is of a misty type or snow is of the dry type and will not soak the clothes, work will continue. A good indication of rain is if the windshield wipers on passing vehicles are operating continuously because of falling moisture. During misty rain conditions work assignments will be made so that a minimum of hot work on lines and equipment over 5Kv is required.

When the headquarters' thermometer reads five degrees or lower, the crews will stay at the headquarters until the temperature rises. When the temperature is six degrees and rising and the wind is calm or light, the crew will proceed to the job site and begin working. If the temperature is ten degrees and the wind is strong and gusty, the crews may remain at the headquarters. Whenever the temperature reaches 11 degrees, employees will proceed to the job site and begin working regardless of wind conditions.

When the crew arrives at the job site, the employee in charge will start the job as ordered and evaluate the working conditions. If at any time after the job has been under way the weather conditions get worse, or the conditions are such that the employee cannot carry on the work due to cold and wind, the employee in charge is to stop operations and communicate with headquarters. The crew will not be required to seek shelter in the trucks longer than necessary or for prolonged periods of time.

Louis Amshoff

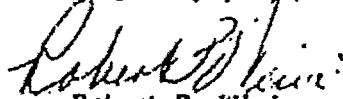
- 2 -

July 2, 1979

Every effort will be made by the District Supervisor to assign work suitable to the weather conditions. Consideration should be given to crews in trucks without crew compartments or sufficient shelter for layover periods.

It is hoped that this letter will clarify that there is no intention to change existing procedures for Overhead employees who are required to work outdoors during inclement weather.

Very truly yours,



Robert P. Wiwi

THE CINCINNATI GAS & ELECTRIC COMPANY



CINCINNATI OHIO 45201

ARTHUR R. EHRSCHWENDER
VICE PRESIDENT
ADMINISTRATIVE SERVICES

July 2, 1979

Mr. Louis Amshoff
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Amshoff:

During the 1979 negotiation meetings, the committees for the Company and the Union discussed the policy for work on energized primary conductors by construction crews in the overhead districts of the Electric Transmission and Distribution Construction Department.

Since all bucket trucks in the overhead districts are equipped with controls at ground level, a single lineman can safely work from a bucket truck with the assistance, on the ground, of an employee not capable of climbing. Should an emergency situation occur, the lineman could be removed from the vicinity of the energized conductors.

If work is being done by a lineman belted on a pole and another lineman is not immediately available, the employee assisting at ground level should be another lineman. This employee's belt and climbers should be readily available. If a supervisor with climbing ability is present and belt and climbers are readily available, the employee on the ground could be other than a lineman.

The policy, as stated above, refers only to overhead line work being done on energized primary conductors or in the primary area. Crews need not consist of two linemen for secondary or service work, work on de-energized conductors or equipment, URD ground work or work with hot sticks where the lineman is outside the primary area.

It is thought that this letter will clarify the Company's policy concerning working in primary areas.

Very truly yours,

Arthur R. Ehrnschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
SENIOR VICE PRESIDENT

April 12, 1982

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Gilligan:

During the 1982 negotiation meetings, representatives of the Union and the Company discussed the changing of employees' headquarters in order to provide light duty assignments.

As agreed during these negotiations, the Company will not transfer bargaining unit employees of the Electric Production Department between generating stations in order to obtain a light duty assignment. The right of all other departments to effect transfers of employees assigned to light duty between headquarters without incurring any additional expenses was reaffirmed during these meetings.

It is anticipated that this letter will clarify any misunderstanding concerning light duty assignments.

Very truly yours,



Arthur R. Ehrschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
SENIOR VICE PRESIDENT

April 12, 1982

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Gilligan:

During the 1982 negotiation meetings, representatives of the Company and the Union discussed the classified seniority dates established for former co-op employees who are hired on a permanent basis.

As a result of these discussions, it was agreed that co-ops hired as full time employees on or after April 1, 1982, who had previously performed work in job classifications represented by Local Union 1347 will not receive a classified seniority date which reflects the time spent in such a starting job classification, as they have in the past. The long established practice of adjusting the continuous service date of these employees after they have completed their probationary period, however, will continue to be administered as it has been in the past.

It is thought that this arrangement will satisfy the Union's concern about the establishment of co-op's seniority dates.

Very truly yours,

Arthur R. Ehrschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
SENIOR VICE PRESIDENT

April 12, 1982

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Gilligan:

During the 1982 negotiation meetings the committees discussed the length of the rest periods allowed employees after they have worked extended hours due to Company needs.

Prior to these negotiations, most departments attempted to grant a four to six hour rest period when possible to employees who worked such extended hours. Due to the discussion at these meetings, the Company will now attempt to grant a six to eight hour rest period whenever possible to employees represented by the Union who have worked extended hours. A six hour rest period in all probability will be the normal rest period; however, when practical, an eight hour rest period may be granted. The other provisions of the Company's rest period policy will be administered the same as they have been for many years.

It is anticipated that this change will alleviate the Union's concern about its members receiving adequate rest after working extended hours before returning to work.

Very truly yours,

Arthur R. Ehrschwender

THE CINCINNATI GAS & ELECTRIC COMPANY



ARTHUR R. EHRSCHWENDER
SENIOR VICE PRESIDENT

April 12, 1982

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

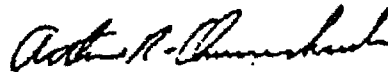
Dear Mr. Gilligan:

During the 1982 negotiation meetings, representatives of the Company and the Union discussed the safety of one-man trouble crew operations in the Electric Trouble Division of the Electric Transmission & Distribution Construction Department.

As agreed, an employee working alone may request assistance. If the Company determines that such assistance is required it will be provided, either in the nature of another one-man crew or else in the form of a replacement two-man crew. However, those duties which can safely be performed by one individual will continue to be assigned to one-man crews.

It is thought that this letter adequately assures the Union that the Electric Trouble Division employees will be assigned tasks which can safely be performed by the crew, whatever its make-up.

Very truly yours,



Arthur R. Ehrschwender

CG&E : The Energy Service Company

The Cincinnati Gas & Electric Company
P.O. Box 960 Cincinnati, Ohio 45201-0960

John P. Roos
Manager, Personnel Relations

April 4, 1991

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Gilligan:

During the 1991 negotiation meetings the committees of the Company and the Union discussed the representation of employees by personal attorneys or outside agencies during the grievance and arbitration procedures.

As a result of these discussions, the parties agreed that the Union is the sole bargaining representative for its members and therefore no outside representation will be permitted during such meetings. This in no way restricts the Union's ability to have an attorney represent its own interests during the grievance and arbitration procedures.

It is believed that by proceeding in this manner the concerns expressed during these meetings have been alleviated.

Very truly yours,


John P. Roos

CG&E The Energy Service Company

The Cincinnati Gas & Electric Company
P.O. Box 960 Cincinnati, Ohio 45201-0960

John P. Roos
Manager, Personnel Relations

April 4, 1991

Mr. Michael E. Gilligan
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

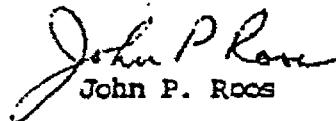
Dear Mr. Gilligan:

During the 1991 negotiation meetings, the committees of the Company and the Union discussed the Union's concerns regarding supervisory employees who return to the bargaining unit after being away from their former line of progression.

As stated during these meetings, when a supervisor returns to the bargaining unit, the Company evaluates the employee's ability to perform all aspects of the job to which he/she is returned. In order to alleviate the concern expressed during negotiations, the Company assured the Union that it will especially insure that individuals, who return to their former job from another line of work, are capable of safely and satisfactorily performing the duties of their bargaining unit job classification.

By proceeding in this manner, it is thought that the Union's concern in this matter will be alleviated.

Very truly yours,


John P. Roos

LG&E ■ The Energy Service Company

The Cincinnati Gas & Electric Company
P.O. Box 960 • Cincinnati, Ohio 45201-0960

April 26, 1994

Mr. Jeffrey M. Conner
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, OH 45223

Dear Mr. Conner:

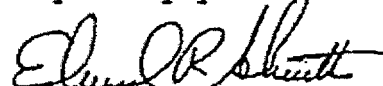
During the 1994 negotiation meetings, the committees for the Company and the Union discussed the rest periods being granted by supervision to employees who work extended hours in the Electric Trouble Division of the Electric Systems Operations Department.

During the discussions, it was clear that the current administration of rest periods during storm duty is satisfactory to the parties. However, the Union expressed a concern about non-storm duty work where employees work long hours for more than a one day period.

As discussed, as presently administered, the department will continue to attempt to provide eight (8) hour rest periods to personnel who work non-storm duty for sixteen (16) consecutive hours. As further agreed during the discussions, whenever Electric Trouble Division personnel are required by the Company to work between twelve (12) and sixteen (16) consecutive hours for two or more days in a row, every effort will be made to grant an eight (8) hour rest period to such employees.

The above agreement should alleviate the concerns expressed by the Union during these negotiations.

Very truly yours



Edward R. Schuette

CG&E ■ The Energy Service Company

The Cincinnati Gas & Electric Company
P.O. Box 960 • Cincinnati, Ohio 45201-0960

April 26, 1994

Mr. Jeffrey M. Conner
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, OH 45223

Dear Mr. Conner:

During the 1994 negotiation meetings, the committees for the Company and the Union discussed the implementation of alternate work hours in the Electric Transmission and Distribution, Construction Department (ET&DC).

As discussed, in order to meet customer needs and work requirements, a 4 day 10 hour work schedule will be made available on a voluntary basis in the Overhead, Underground and Brecon Heavy Equipment Districts of ET&DC.

Beginning June 6, 1994, at locations where sufficient volunteers are obtained, the Company will institute Monday through Thursday and Tuesday through Friday 10 hour schedules. These schedules will be in effect until Monday, April 3, 1995. Effective that date, the Tuesday through Friday 10 hour work schedule will be changed to Wednesday through Saturday. It was further agreed that once the Wednesday through Saturday 10 hour schedule is implemented, the department will use a twenty-eight (28) day rotation among the employees working the ten hour shifts which would enable those employees to work both of the 4 day 10 hour work schedules. If there are not enough volunteers to implement the Monday through Saturday schedules, supervision will evaluate the need for a Monday through Friday 4 day 10 hour schedule. If supervision determines that such a schedule is not needed, employees will revert to a Monday through Friday 8 hour schedule.

It was also agreed that for the term of the 1994-1997 Agreement, the Company will limit the number of employees working such a schedule. In the Overhead Division, a maximum of two (2) small crews at each district will work the two 4 day 10 hour work schedules. A maximum of ten (10) employees of the Underground Division will work two 4 day 10 hour schedules. In the Brecon Heavy Equipment District, there will be a maximum of six (6) employees working two 4 day 10 hour work schedules. The availability of the ten hour shifts will be posted in each Overhead District and the Underground and Heavy Equipment Division. If a

sufficient number of volunteers are not obtained at the District, the ten (10) hour schedules will not be implemented in that location. If an excessive number of volunteers are obtained from a particular District, the Company will discuss with the Union the possibility of adding additional crews to the ten hour schedule at that location.

If the 4 day-10 hour schedules are still in effect, the parties will meet on April 1, 1996, to discuss the 4 day 10 hour schedules. A small committee from both parties, which will include the International Representative and the Company's Chief Negotiations Spokesperson, will meet. At that time, the 4 day 10 hour schedule will be discontinued unless the Company and the Union mutually agree to continue that schedule.

Furthermore, it was agreed that for the term of the 1994-1997 Agreement, the 10 hour scheduled Saturday Overhead crews will not work in another district area performing scheduled work unless that district was working overtime. The administration of the 4 day 10 hour work schedules will be in accordance with the attached fact sheet. The Company reserves the right to discontinue the 4 day 10 hour schedule.

It is thought that this letter adequately describes the discussion concerning this matter.

Very truly yours,


Edward R. Schuette

4-10 HOUR DAY FACT SHEET

1. **OFF DAYS** - Employees will have three consecutive off days. Time and one-half will be paid for all overtime hours worked on an employee's first and third scheduled off day. Double time will be paid for all overtime hours worked on the second off day. Employees' off-days may, of necessity, not be consecutive when changing from/to a ten (10) hour day schedule.
2. **VACATIONS** - One day vacations are for ten hours. Weekly vacations are for 40 hours. Should an employee return to an 8 hour work schedule with vacation remaining that is not a multiple of 8, he/she shall be entitled to all earned vacation. (i.e., if an employee returns to an 8 hour schedule with 10 hours of vacation remaining he has one day and two hours vacation left and will be permitted to take that time off with pay or be compensated for the additional two hours.)
3. **PERSONAL DAYS** - All personal days off will be 10 hour paid off days while working a 4 day 10 hour schedule. If the employee returns to an 8 hour schedule, whatever personal days remain will be in 8 hour increments.
4. **SICK PAY** - As with all these premium payments, sick pay is paid on an hourly basis. Therefore, all absences where sick pay is granted the appropriate hours paid will be deducted from the sick pay allowance. The waiting period will also be on an hourly basis. Therefore, employees with a 3 day wait before compensation will begin receiving sick pay after 24 consecutive work hours of absence. A person working 4-10 hour days therefore will begin receiving compensation on the third consecutive day off sick after the first 4 hours (6 hours paid).
5. **HOLIDAYS** - Employees scheduled to work holidays but are off will receive 10 hours of straight time holiday pay. Employees whose regular schedule does not include the paid holiday will receive 8 hours of straight time holiday pay. All holiday premiums apply. By way of illustration, below is listed how employees would be compensated for the Thanksgiving holidays.

Employees scheduled Monday through Thursday and are not required to work:

Mon.	Tues.	Wed.	Thurs.	Fri.
10	10	10	10H	8H

Employees scheduled Tuesday through Friday and are not required to work:

Mon.	Tues.	Wed.	Thurs.	Fri.
0D	10	10	10H	10H

VOLUNTARY OFF - All time voluntarily off will be coded as such.

MEAL ALLOWANCE - An employee working 4-10 hour days will be required to work 1 hour in excess of his/her scheduled straight time work day before being entitled to the first meal allowance. All other provisions of the meal allowance will apply.

ET&DC PROPOSED 10 HOUR WORK SCHEDULE

A. Overhead Division

1. Monday thru Thursday (7:00 a.m. - 5:30 p.m.)
24 Employees (Eight 3 person crews - 1 crew at each district)
2. Tuesday thru Friday (7:00 a.m. - 5:30 p.m.)
(June 6, 1994 thru April 2, 1995)
Wednesday thru Saturday (7:00 a.m. - 5:30 p.m.)
(Starting April 3, 1995)
24 Employees (Eight 3 person crews - 1 crew at each district)
3. Monday thru Friday (8:00 a.m. - 4:30 p.m.)
All remaining employees at all districts (190 personnel)

B. Underground Division (Dana Avenue)

1. Monday thru Thursday (7:00 a.m. - 5:30 p.m.)
5 Employees
2. Tuesday thru Friday (7:00 a.m. - 5:30 p.m.)
(June 6, 1994 thru April 2, 1995)
Wednesday thru Saturday (7:00 a.m. - 5:30 p.m.)
(Starting April 3, 1995)
5 Employees
3. Monday thru Friday (8:00 a.m. - 4:30 p.m.)
64 Employees
4. Monday thru Friday (6:00 p.m. thru 2:30 a.m.)
10 Employees

C. Brecon Heavy Equipment & Repair District

1. Monday thru Thursday (7:00 a.m. - 5:30 p.m.)
3 Employees
2. Tuesday thru Friday (7:00 a.m. - 5:30 p.m.)
(June 6, 1994 thru April 2, 1995)
Wednesday thru Saturday (7:00 a.m. - 5:30 p.m.)
(Starting April 3, 1995)
3 Employees
3. Monday thru Friday (7:30 a.m. - 4:00 p.m.)
All remaining employees including Building Maintenance
after their move to Brecon (21 personnel)

- D. All other ET&DC work groups would remain on current schedules.



June 15, 2009

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

JIM O'CONNOR
Vice President
Labor Relations

Duke Energy Corporation
EAS06 / 139 East Fourth St.
Cincinnati, OH 45202

513-419-5743
513-403-4147 cell
513-419-5313 fax
jim.o'connor@duke-energy.com

Re: Union Recognition and Representation

Dear Mr. Feldhaus:

Reference is made to our 2009 discussions concerning employment security and work flexibility. During these discussions the parties discussed the issue of Union Recognition in a changing business environment to meet future competitiveness in our industry.

During the discussions, the Company confirmed its commitment to recognize the Union as the sole and exclusive collective bargaining agent for those employees who are employed in jobs currently under its jurisdiction. The Company also assured the Union of its ongoing commitment to honor any agreements it has or may in the future enter into with the Union. The parties also discussed the need for new and innovative ways to meet future business needs in order to remain viable within a competitive environment. These new ways of conducting business may not only require significant changes within the current organization, but may also result in the Company's expansion into other business ventures.

During the discussions, the parties agreed that all organizing attempts that involve IBEW 1347 and a rival union will be conducted in a positive manner. More specifically, should IBEW 1347 and a rival union seek to represent the same group of employees, the Company will not communicate to its employees a preference for one union over another, and will not advise employees as to how they should respond or vote between or among rival unions. However, the Company must maintain its right to respond openly to employees' questions to fully discuss facts relative to issues and to correct any misinformation. The goal would be that all employees will be fully informed of relevant issues and have the right and opportunity to make a free choice.

Furthermore, it was agreed that if the Company becomes involved in expansion of its business, it will recognize the Union as the collective bargaining agent so long as the Union can make a business case in a timely manner that is competitive, profitable and makes geographic sense.

Hopefully, as a result of the discussion on this subject, the Union's concerns in this area have been resolved.

Very truly yours,

Jim O'Connor
VP, Employee & Labor Relations

October 11, 1996

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

Mr. Francis B. Kelly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

CINERGY.

Dear Mr. Kelly,

Reference is made to our 1996 discussions concerning work flexibility and employment security. During these discussions the parties discussed flexibility in work scheduling.

As agreed, the Company reserves the right to temporarily change the schedule of any employee upon notice to the employee of not less than forty-eight (48) hours. However, this forty-eight hour notice will not be implemented until January 1, 1998. During this period of time, a joint Union/Management committee will be formed to discuss ways to decrease the number of shift changes that occur in the Power Operations Department.

In addition, it was agreed that all day shift workers will be required to work schedules of any hours between 6:00 a.m. and 6:30 p.m. All afternoon shift workers will be required to work schedules of any hours between 2:00 p.m. and 2:00 a.m. All evening shift workers will be required to work schedules of any hours between 10:00 p.m. and 10:00 a.m. Any change in the start and quit times of a schedule constitutes a change in schedule and requires the appropriate advance notice, which effective January 1, 1998 will be 48 hours.

Additionally, any other work schedule not covered by the Agreement that can be mutually agreed to by supervision and the Union can be implemented, as long as 60% of the work group for which such schedule is to be implemented, agrees with that schedule. The Company will notify the Union, in writing, of such schedule changes to provide reasonable time to review before implementation.

It is believed that the above accurately describes the agreement reached by the parties during these discussions.

Very truly yours,

Kenneth E. Williams

Kenneth E. Williams
Manager
Employee Relations

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

September 2, 1998

Mr. Francis B. Kelly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

CINERGY.
CG&E

Dear Mr. Kelly,

As you are aware, a new job evaluation system, the BOGAR Job Evaluation System is being implemented for all job classifications represented by the IBEW, Local 1347, IUU and the USWA, Locals #12049 and #5541-06. The new system was designed by the ERT Sub-Committee II (Joint Union/Management Team) and approved for implementation by the ERT at its June 29, 1998 meeting. The BOGAR Job Evaluation System completely replaces the McIntyre system.

The McIntyre Evaluation break points for each grade level have been mathematically converted to new break points under the BOGAR System, therefore it is not necessary for job classifications to be reevaluated at this time. Only new job classifications or revised job classifications with significant changes since their last evaluation will be evaluated using the new system. Job classifications will retain their current wage rates/grade levels, but will be subject to change if they are revised and reevaluated as was the practice in the past.

Under the current agreement, a company job evaluation committee is responsible for evaluating all new or revised job classifications. (Article V, Section 25(k)). A key component of the new job evaluation system is the establishment of a new Joint Union/Management job evaluation committee. The committee will consist of two management representatives from each business unit, two representatives from the IUU, IBEW and each USWA local and two representatives from the Corporate Center. Accordingly, there will be 16 total members with a maximum of 10 active during an evaluation. Operating guidelines for the committee are as follows:

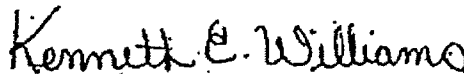
- Unions will appoint their representatives and they will only participate in the evaluation of job classifications represented by their Union.
- Unaffected union representatives may be present, but will not participate at this time.

- No more than two of the four USWA representatives will participate in the evaluation of USWA job classifications.
- The participating union must have at least one representative available during the evaluation process.
- Consensus should be reached on each factor during the evaluation; absent consensus, majority rules.
- The participating Business Unit must have at least one representative available during the evaluation process.
- All job evaluation members should be informed it is a long term commitment.
- A quorum to have a meeting is six members.

A job evaluation coordinator from the Human Resources Department will also facilitate in the evaluation process and will not be a voting member. The ERT Sub-Committee II also established the pre-evaluation process, presentation guidelines, post evaluation process, training, a creditability check and employee communication and these will be implemented as presented to the ERT at the June 29 meeting.

This letter and accord modifies the terms of the 1996-2001 contract with respect to the job evaluation system and it is believed that this letter accurately describes the agreement the Company and Union have reached.

Sincerely,



Kenneth E. Williams
Manager
Employee Relations and Safety

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH, 45201-0960

December 16, 2002

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223



Dear Mr. Feldhaus:

Reference is made to our meeting on Wednesday, December 4, 2002, to discuss the factor weights used in the BOGAR Job Evaluation System.

As agreed, the following weights will be used for the job evaluation of job classifications represented by the IBEW, Local 1347:

- Knowledge - 32
- Responsibility - 24
- Customer Contact - 7
- Decision Making - 25
- Physical/adverse Conditions - 4
- Hazards - 8

As discussed the total point values for job classifications represented by the Union that have been evaluated under the BOGAR Job Evaluation System will be adjusted accordingly. This will result in the Senior Control Systems Technician moving to a grade level 26 from a 25 and the Senior Meter Tester moving to a grade level 23 from a 22. All other job classifications evaluated under the BOGAR system will remain at their previously communicated grade levels.

If you concur, return a signed and dated copy of this letter to my office.

Sincerely,

Patrick Gibson
Sr. Labor Relations Consultant

Signature:

Date: 12/16/02

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

February 9, 2000

Mr. Francis B. Kelly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

CINERGY.
CG&E

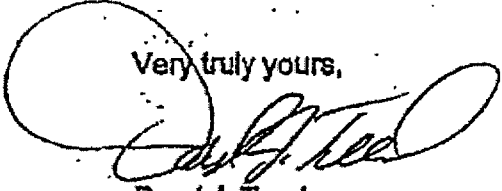
Dear Mr. Kelly:

During the 1999 - 2000 discussions concerning deregulation and employee protections, representatives of the Company and the Union discussed the operation of the new Madison generating facility.

A non-regulated subsidiary of Cinergy Capital & Trading, Inc. (CC&T), has a contract with the owner of that facility to operate that plant. CC&T's subsidiary will call upon the Company to supply the employees to operate this plant. When the Company provides those employees, qualified bargaining unit employees will perform the necessary tasks. It is anticipated that employees from the Wooddale Station will perform those tasks when necessary. However, circumstances could require that bargaining unit employees from other stations also be sent on occasion. It must be understood, however, that this agreement in no way restricts the Company's rights contained in Article V, Section 19 of the Agreement.

The above accurately describes the agreement between the parties in this matter.

Very truly yours,



Daryl J. Teed
General Manager
Employee Relations, Safety and
Disability Programs



JIM O'CONNOR
Vice President
Labor Relations

Duke Energy Corporation
EA506 / 139 East Fourth St.
Cincinnati, OH 45202

513-419-5743
513-403-4147 cell
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jim.o'connor@duke-energy.com

June 15, 2009

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Vacation of Rehired Employees

Dear Mr. Feldhaus:

During the 2009 negotiation meetings, the committees for the Company and the Union discussed vacation selection for rehired employees.

Employees who leave the Company on their own accord and subsequently return to work with the Company on a full-time basis recoup their system service seniority previously held before leaving the Company. All recouped system service will be used for benefit entitlement and calculation purposes.

However, rehired employees, and employees transferring into the bargaining unit, will have the previous time spent working in non-1347 IBEW jobs deducted from their total system service for vacation selection purposes under Article IV, Section 1(e).

The above accurately describes the agreement reached by the parties during these discussions concerning vacation selection.

Very truly yours,

A handwritten signature in cursive script that reads "Jim O'Connor".

Jim O'Connor
VP, Employee & Labor Relations

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

May 14, 2003

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

CINERGY.
CG&E

Re: Disconnect Non-pay, Succession
And Special Meter Reads Agreement

Dear Mr. Feldhaus:

This letter documents our discussions and agreements related to disconnect non-pay (DNP) field credit activity and succession and special meter reading work.

In August 2002, the Company met with the leadership of each of the CG&E affiliated local unions to discuss the need to significantly increase the number of completed DNP's and to complete all succession/special meter reads at a competitive cost. As a result of those discussions, a team was formed, which included the leadership from each union and management representatives, to evaluate the business case for implementing necessary flexibilities and cost control measures to perform the identified work at a competitive cost. The team was charged with reaching a consensus on a plan to achieve the desired results.

It was recognized that residual union jurisdictional issues around the DNP work and the succession and special meter reading work had resulted in restrictive work practices across the multiple unions connected with these job functions. Since August of 2002, the joint union and management team has worked together on a regular basis to achieve compromise for the implementation of the following competitive alternatives to outsourcing these job functions. Pending agreement with the leadership of the four local unions involved in the discussions, the Company will implement the changes described below.

The Company will form a new centrally managed work group for the specific purpose of performing the DNP fieldwork. The Company will initially staff the new work group with 10 existing employees represented by the UWUA currently performing DNP work. Additionally, the Meter Repairer job classification was modified (see attached job description) and will be staffed initially by 8 employees represented by the Union. A newly created entry-level job classification similar in skill to Meter Repairer will also be created within the USWA bargaining unit, which the Company also intends to initially staff with 8 individuals. For union representation purposes, if any of the aforementioned employees, including those represented by the UWUA, vacate their position and the Company decides to backfill the position(s), it will be filled as a Meter

Repairer or as an entry level DNP worker represented by the USWA, in an attempt to maintain relative equality.

The revised Meter Repairer job classification will have a specially negotiated maximum wage rate of \$16.00 per hour, which will not be subject to negotiated increases. The Company will initially establish the minimum/hiring wage rate for that job at \$12.00 per hour, but reserves its unilateral right to revise the minimum/hiring rate at any time. Employees in the Meter Repairer job classification will be eligible for \$0.50 merit increases every six months, up to the maximum rate of the job.

In addition to other lower skilled work, employees in both the revised Meter Repairer job classification and the USWA affiliated DNP job classification, will be responsible for reading and carrying out all DNP field credit work associated with residential gas meters and all types of single phase, self contained demand and non-demand electric meters. Those employees will also be expected to reconnect electric services on those meters in a limited capacity. What is intended for the reconnect activities of these employees in this work group is the ability to immediately restore electric service to customers they have just disconnected for non-payment, if the customer reconciles their disconnect status with the Company while that DNP worker is still essentially at that location. All other reconnect work would continue to be performed by employees in the combination work force in Service Delivery.

The Company agreed to grandfather the two employees, in the Meter Repairer job classification as of the date of this letter, in the original Meter Repairer wage range in effect prior to this agreement. All present and future employees in the Meter Repairer job will have bidding rights in accordance with the Agreement.

The Union was assured that the DNP fieldwork affiliated with non-residential single phase, self contained demand and non-demand electric metering services by employees in this work group is not intended to be a routine work activity. Rather, it is management's intention to reserve the right to assign work on those type of accounts to this work group on an exception or as needed basis, such as when temperature conditions or other influences temporarily prevent the Company from performing other DNP work and for other unanticipated significant events that may prevent the higher skilled work force from performing that work. The Union was also assured that employees in the Meter Repairer job classification would receive adequate training to safely perform the DNP duties. The Company agreed to meet with the Union during the 4th quarter of 2004 to discuss any safety issues related to IBEW represented employees entering single-family residences with keys. The Company would be willing to meet prior to that time, if warranted and requested by the Union.

Management's decision to assign this DNP work in-house as described above is contingent on the Union's understanding that:

- The Company reserves its right to send any qualified employee with an Electric Trouble Person for disconnecting a customer's electric services at the pole if collection efforts are made at the premises during that visit.

- Employees represented by the UWUA will continue the DNP work as done currently, working DNP orders for combination gas and electric or gas only accounts initially and working electric only DNP orders, as in the past, after two unexecuted orders.
- The Union understands that UWUA qualified employees will continue to attempt collection of field payments on three phase and transformer type DNP accounts. No manual labor will be performed.
- It is understood that succession and special meter reading duties will be performed primarily, but not exclusively, by employees represented by the UWUA.

This agreement is made between the parties without prejudice to the position of either party regarding the jurisdiction, assignment and contracting of work. However, the Union agrees that no grievances will be filed or pursued relating to the assignment of work as described above, for the duration of this agreement. To the extent that the Company has retained its rights with regard to making future changes to this, or any other work processes in the future, the Union retains its right to grieve in the event that management implements changes to the above-described terms for achieving the DNP, succession and special meter reading work. In this context, however, it is also understood that slight modifications to this overall business plan may be made, as long as the plan's basic design remains in effect.

The team of management and union leaders is commended for their commitment to meeting the present day business needs in a competitive manner. It is expected that all parties will benefit by this plan for achieving this work with company employees. Please sign where indicated below to indicate the Union's agreement to the above terms.

For the Company:

Todd Arnold 5/14/03
 Todd Arnold Date
 V.P., Customer
 Contact Services

For the Union:

Steve Feldhaus 5/15/03
 Steve Feldhaus Date
 Business Manager
 Local 1347, IBEW

Patricia K. Walker 5/14/03
 Patricia K. Walker Date
 V.P., Billing &
 Metering Services

Cc: J. O'Conner
 J. Polley

(REVISED - May 14, 2003)
(ELECTRIC DISTRIBUTION ENGINEERING
DEPARTMENT)

67057

CLASSIFICATION: METER REPAIRER

A. DUTIES:

Under general directive supervision, performs delivery functions; handles customer credit problems for the service area by personal contact at the customer's residence. Enters and retrieves data using a computer; handles all customer credit problems in a warm, friendly, conscientious, tactful and firm manner to promote the highest possible degree of customer and Company satisfaction.

Occasionally in unsanitary or hazardous locations performs such duties as:

1. Performing routine work assignments in accordance with departmental instructions, procedures and standards in a manner, which properly safeguards the public, employees, and property of others and the Company.
2. Disconnecting and reconnecting for non-pay orders all types of single phase, self-contained demand and non-demand electric meters.
3. Disconnecting gas meters for non-payment.
4. Accurately reading gas and electric meters.
5. Receiving payments such as deposits, reconnection charges, outstanding bills and field connection charges on the residential customer's premise. Accounting for such payments, preparing bank deposit slips and providing customer receipts.
6. Being responsible for and using customer keys on all types of residential disconnect non-pay orders; including entering all single family residences alone.
7. Locating, cleaning, raising, lowering, replacing lid, or other parts of curb box; verifying service stop-cock for accessibility.
8. Driving delivery truck loaded with equipment, tools and materials to and from job locations and various headquarters.
9. Loading and unloading trucks and being responsible for materials being hauled.
10. Keeping an accurate record of equipment delivered to the various headquarters and replenishing the stock of various types of meters and metering equipment as required, returning equipment to shop; taking inventories of materials on truck.

Under close supervision, repairs single phase, self-contained watt-hour meters; performs unskilled work involved in maintenance of laboratory equipment; loads and unloads trucks.

11. Repairing, dielectric testing, cleaning or replacing parts of single phase, self-contained watt-hour meters found defective or dirty; removing demand registers from all types of watt-hour meters.
12. Repairing and painting meter housings, covers, trims, panels and other metering accessories; replacing broken glass inserts. Cleaning glass covers and rings.
13. Assembling, wiring, or repairing temporary meter boards and standard metering panels in accordance with standard drawings.

(REVISED - May 14, 2003)

(ELECTRIC DISTRIBUTION ENGINEERING
DEPARTMENT)

67058

CLASSIFICATION: METER REPAIRERA. DUTIES: (Cont'd)

14. Repairing and assembling test blocks, enclosures, trims, meter sockets, and similar metering accessories.
15. Packing and unpacking incoming and outgoing meters and metering equipment and visually inspecting for damage and defects. Recording meter serial numbers and nameplate data either manually or with bar code reading system. Applying identification labels to the appropriate meters.
16. Assisting in the checking in of meters and metering equipment returned from service, including the recording of the final readings and the nameplate data.
17. Assisting with new meter tests in the shop by filling in meter history cards with meter number, make, size, date of test, and test results.
18. Checking registers against standard devices to determine that the register ratio is correct.
19. Preparing equipment and conductors for installation and connection by drilling required holes and knock-out conduit openings in meter enclosures, stripping insulation from ends of conductors, drilling and forming bus bar sections and similar operations.
20. Cutting, threading, and bending conduit, as required.
21. Assisting in all types of laboratory tests and maintenance of equipment.
22. Cleaning safety equipment and devices by soaking, scrubbing, and brushing with solutions of water and detergents.
23. Training new employees in this job classification in the work and on standard practices and procedures, as assigned.
24. Keeping an accurate and legible written record of work performed as required.
25. Performing work of a higher classification on a temporary basis or when preparing for advancement.
26. Performing other similar or less skilled work as assigned.

B. QUALIFICATIONS:

Must meet the Company's requirements as to GENERAL QUALIFICATIONS; and, in addition:

1. Must possess tact and suitable personality for contact with the Company's customers.
2. Must be willing to learn and apply the Company's safety rules and regulations pertaining to personal and team safety in the work environment.
3. Must be capable of making legible and accurate reports and records.
4. Must be able to use a telephone and two-way radio to receive orders and transmit information.
5. Must be able to drive, have a valid driver's license, and pass the Company driver's examination.

(REVISED - May 14, 2003)
(ELECTRIC DISTRIBUTION ENGINEERING
DEPARTMENT)

67058

B. QUALIFICATIONS: (Cont'd)

6. Must be capable of lifting, carrying, erecting and working from a 24 foot extension ladder.
7. Must be capable of lifting and carrying a minimum of 70 lbs.
8. Must be capable of directing the work of employees in this job classification.
9. Must demonstrate the ability to perform the duties of this job classification through the medium of tests, including material taught in training courses and practical job experience.

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

July 22, 2004

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223



Re: Post-Retirement Medical Benefits

Dear Mr. Feldhaus:

On April 27, 2004, the Company met with union representatives from UWUA Local 600, USWA 5541-06 and 12049 and IBEW 1347 to continue the negotiations for providing a post-retirement health reimbursement account ("HRA") option (the "HRA Option") to our active employees. Prior to that meeting, in a letter dated March 2, 2004, the Company provided the unions (I) a written overview of the Company's proposed design for the HRA Option, and (II) written responses to certain related questions. This letter confirms the Union's acceptance of the design for the HRA Option summarized herein, after several discussions between the parties and the ratification vote of the bargaining unit membership relative to the 2004 benefits opener discussions.

I. OVERVIEW OF HRA OPTION

All current, full-time employees represented by IBEW 1347 will be able to make a one-time choice between continuing in the current traditional post-retirement medical option (the "Traditional Option") or electing to participate in the new HRA Option described below. Employees will be required to make this election by a specified election date in 2004. (Notwithstanding the foregoing, employees currently receiving long-term disability benefits or on a military leave of absence, will make this election when they return to active, full-time status. If they do not return to active, full-time status, they will default to the Traditional Option.) All employees hired or rehired on or after January 1, 2005 will participate in the HRA Option. Each employee who elects to participate in the HRA Option, and each employee hired on or after January 1, 2005, will be referred to as a "HRA Participant" herein.

Under the Traditional Option, eligible retirees (those who retire after attaining age 50 with five (5) years of Service, as defined in the applicable Pension Plan) are provided access to group medical coverage and a premium subsidy that varies based upon the retirees' service and classification (see detail regarding the various classifications and subsidy levels attached hereto).

Subject to any collective bargaining obligation, the Company reserves the right to amend, modify or terminate the Traditional Option and/or the HRA Option at any time. However, amounts already credited to a HRA Participant's account will not be reduced by amendment, except to the extent necessary or appropriate to comply with changes in the law.

Mr. Steve Feldhaus
July 22, 2004
Page 2

The benefit under the HRA Option is based on a bookkeeping account that can grow like a savings account with service and interest credits as described below. An employee who elects the HRA Option will start with an opening balance that is equal to 1/12th of \$1,000 for each prior calendar month in which the HRA Participant worked at least one day for the Company. In the future, the Company will credit eligible HRA Participants with an additional 1/12th of \$1,000 for each calendar month in which the HRA Participant works at least one day for the Company. The Company will also credit each eligible HRA Participant's bookkeeping account with an annual interest credit. Interest will be credited at the same interest rate as the cash balance updates as determined in August of each year, except that for the term of the current labor agreement, the interest rate will not be less than 3.5%; for 2004, the rate is 5.31%. Except as discussed below, only HRA Participants who are active, full-time employees and work at least one day in the month are eligible for the monthly service credit. Like retirees in the Traditional Option, HRA Participants will have access to group medical coverage only if they retire after attaining age 50 with five (5) years of Service (as defined in the applicable Pension Plan), however, there will be no subsidy. Please note the following regarding the HRA Option:

- a. If a HRA Participant retires after attaining age 50 with five (5) years of Service (as defined in the applicable Pension Plan), the amounts credited to the HRAs generally can be used for the qualified medical expenses, as defined in Section 213(d) of the Internal Revenue Code, of the retiree and the retiree's spouse and eligible dependents (see IRS publication 502 for examples of qualified medical expenses). To the extent permitted by applicable law and as is otherwise practicable, the HRA option is intended to provide a tax-free benefit. Due to future law changes, however, there can be no assurance of favorable tax treatment.
- b. Except as provided below, if the employment of a HRA Participant terminates prior to attaining age 50 with five (5) years of Service (as defined under the applicable Pension Plan), the HRA Participant forfeits all amounts credited to the HRA Account.
- c. If a HRA Participant dies while actively employed prior to attaining age 50 with five (5) years of service (as defined in the applicable Pension Plan), the HRA Participant forfeits all amounts credited to the HRA Account.
- d. If a HRA Participant dies while actively employed after attaining age 50 with five (5) years of Service, his/her spouse and eligible dependents will be entitled to use amounts credited to the HRA to pay qualified medical expenses immediately.
- e. In the event of disability or leave, the Company will continue monthly service credits for the first 12 months. The Company will continue interest credits while the HRA Participant is disabled or on leave (and prior to recovery or retirement). For HRA Participants on a military leave, service credits and interest credits generally will continue for the full qualified leave period.

Mr. Steve Feldhaus
 July 22, 2004
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- f. If the employment of a HRA Participant is involuntarily terminated in connection with an involuntary reduction in force and such termination is in no way related to performance deficiencies, the HRA Participant will be eligible to maintain his/her HRA balance as of termination. The HRA Participant will be able to use amounts held in his/her HRA Account immediately following the termination.
- g. For the term of the current Collective Bargaining Agreement, the Company will agree not to amend, modify or terminate retiree health care benefits for any active employees covered by the CBA. Amounts credited to a HRA Participant's account will not be reduced by amendment, except to the extent necessary or appropriate to comply with changes in the law.

II. QUESTIONS

Set forth below are responses to some of the questions regarding the HRA Option raised in previous meetings.

1. **Will the Company offer choice to all employees?**

A: Yes. Presently, the Company plans to allow all current, full-time employees to elect to stay in the Traditional Option or switch to the HRA Option. After January 1, 2005, new hires and rehires will automatically participate in the HRA Option.

2. **Will an employee be able to elect the HRA Option upon retirement?**

A: No. A one-time election will take place in 2004.

3. **Can a HRA Participant withdraw amounts credited to his/her HRA account in cash upon retirement? Can the Company pay the amount out in a lump sum?**

A: Money may be withdrawn from the HRA account only for paying qualified medical expenses. The account will not be paid out in cash. Favorable tax treatment is available for a HRA only if the HRA reimburses medical expenses as defined in Section 213(d) of the Internal Revenue Code. As stated below from IRS Notice 2002-45, any right to receive cash will disqualify the HRA from receiving favorable tax treatment.

"An HRA does not qualify for the exclusion under § 105(b) if any person has the right to receive cash or any other taxable or non-taxable benefit under the arrangement other than the reimbursement of medical care expenses. If any person has such a right under an arrangement currently or for any future year, all distributions to all

Mr. Steve Feldhaus
July 22, 2004
Page 4

persons made from the arrangement in the current tax year are included in gross income, even amounts paid to reimburse medical care expenses. For example, if an arrangement pays a death benefit without regard to medical care expenses, no amounts paid under the arrangement to any person are reimbursements for medical care expenses excluded under § 105(b)... Arrangements formally outside the HRA that provide for the adjustment of an employee's compensation or an employee's receipt of any other benefit will be considered in determining whether the arrangement is an HRA and whether the benefits are eligible for the exclusions under §§ 106 and 105(b). If, for example, in the year an employee retires, the employee receives a bonus and the amount of the bonus is related to that employee's maximum reimbursement amount remaining in an HRA at the time of retirement, no amounts paid under the arrangement are reimbursements for medical care expenses for purposes of § 105(b)..."

4. What happens to the HRA balance upon disability or extended leave from the Company?

A: See Section I(e).

5. What happens to the HRA balance in the event of a termination of employment?

A: See Section I.

6. What happens to the HRA balance if I die while actively employed?

A: See Sections I(c) and I(d). Currently, the spouse and eligible dependents of an employee who dies while actively employed with CInergy can elect to become covered under the non-union medical plan and receive subsidized coverage at the active employee rate until death or a disqualifying event (for the spouse, this would include, but not be limited to, remarrying or becoming Medicare eligible; for an eligible dependent, it would include, but not be limited to, ceasing to qualify as an eligible dependent due to age).

7. Will the Company contributions be indexed in future years (e.g., indexed to the trend line for health care costs)?

A: No. At this time, we do not plan to align our service credit or interest credit to any index. However, the Company will continue to evaluate its crediting levels. Subject to any collective bargaining obligations, the Company reserves the right to make adjustments, including increasing, decreasing or discontinuing credits unilaterally.

Mr. Steve Feldhaus
July 22, 2004
Page 5

8. Will the opening HRA balances be calculated with retroactive interest crediting?

A: No. Making retroactive interest credits would be cost prohibitive from the Company's perspective.

9. What are other companies doing with regards to post-retirement healthcare?

A: See Hewitt survey previously provided (51% of survey respondents have a unionized workforce).

10. How can HRA Participants use amounts credited to the HRA?

A: Money credited to a HRA can be used to reimburse the HRA Participant for medical expenses as defined in Section 213(d) of the Internal Revenue Code. See IRS publication 502 for examples of qualified medical expenses.

11. Who will administer the HRA account balances?

A: Hewitt Associates will track the HRA credits while HRA Participants are actively employed. The Company is reviewing proposals from third party administrators for post-retirement administration, but this will likely be Hewitt Associates.

12. Will the HRAs be protected/guaranteed?

A: The benefit under the HRA option is based on a bookkeeping account and is not funded like a 401(k) plan. See Section I regarding the Company's ability to amend.

13. If the Company decides to eliminate the Traditional Option at a later date, would employees be allowed to get in the HRA?

A: The Company periodically evaluates its benefit programs and would determine the appropriate course of action at that time.

14. Would interest on the HRA account continue to accrue after an employee retires?

A: See Section I.

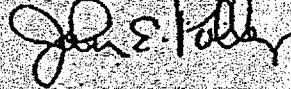
15. If two Clergy employees are married, can they make different elections with respect to the HRA Option?

Mr. Steve Feldhaus
July 22, 2004
Page 6

A: Yes, one could elect to remain in the Traditional Option, and the other could elect the HRA Option; if they remain married during retirement and so elect, they would receive subsidized coverage under the Traditional Option and have access to amounts credited to the HRA on behalf of the other spouse. Regardless, the elections are independent of each other.

Please note that the explanation set forth above merely summarizes the basic elements of our currently proposed design for the HRA Option. The Company is in the process of working out the details of the HRA proposal and necessarily reserves the right to work out those details. The Company also reserves the right to more fully document the HRA Option, which option will be governed and construed in accordance with the terms of the Plan as adopted by the Company.

Very truly yours,



John E. Polley
General Manager
Labor Relations

cc: T. Vertagen
P. Gibson
K. Feld

bcc: J. Kraus
T. Hoppenjans
L. Gregory

Summary of Post-Retirement Health Care Options**Current Post-Retirement Health Care Option**

Employees hired before January 1, 2005, who elect the subsidy option and who retire from the company on or after age 50 with at least five years of service, may be entitled to a post-retirement health care subsidy from the company dependent on their years of service at retirement.

Subsidy Schedule:

Service at Retirement	(Pre-65 only)
30+	50%
29	45%
28	40%
27	35%
26	30%
25	25%
24	20%
23	15%
22	10%
21	5%
20	0%
19	0%
18	0%
17	0%
16	0%
15	0%
14	0%
13	0%
12	0%
11	0%
10	0%
9	0%
8	0%
7	0%
6	0%
5	0%



April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Post-Retirement Health Benefits

Dear Mr. Reilly:

During the 2014 negotiations, the parties discussed post-retirement health benefits. This letter amends the Post-Retirement Medical Benefits Sidebar Letter A-36 dated July 22, 2004, as subsequently amended during 2009 negotiations, and confirms these discussions and the resulting agreement.

Access To Post-Retirement Health Benefits

Employees who terminate on or after January 1, 2015 after attaining at least age 50 with at least 5 years of service will have unsubsidized access (i.e., no Company contributions) to post-retirement medical, dental and vision coverage. Coverage for retirees age 65 or older will be through a Medicare Coordinator. The Company shall provide a subsidy/contribution towards the cost of post-retirement health coverage only as provided below in this letter.

Subsidies/Company Contributions-Traditional Option

For employees who terminate on or after January 1, 2015, the "Traditional Option" is hereby amended to provide contributions towards the cost of post-retirement medical (but not dental or vision) coverage, in the form of either subsidized post-retirement medical coverage or credits to a newly-established Health Reimbursement Account ("HRA"), as determined by the Company, only for individuals who are under age 65 and who are:

- (1) in a group eligible for a medical subsidy under the rules in effect prior to January 1, 2015, which is limited to those hired prior to January 1, 2010, and
- (2) at least age 55 with at least 10 years of service at termination of employment.

The amount of the contributions will vary as follows:

- eligible employees age 50 or older by January 1, 2015 will receive (during retirement) a pre-65 contribution of \$350 per month, plus \$175 per month for their spouse, if any; and

- eligible employees younger than age 50 as of January 1, 2015 will receive (during retirement) a pre-65 contribution of \$250 per month, plus \$125 per month for their spouse, if any.

Subsidies/Company Contributions-HRA Option

Effective January 1, 2015, the "HRA Option" is hereby amended such that:

- the Company will discontinue crediting 1/12 of \$1,000 each month to the HRAs for those employees who have an HRA under the HRA Option, with interest credits continuing; and
- the Company will offer a choice window in 2014 to employees who have an HRA under the HRA Option to elect whether to continue in the HRA Option (modified as described in the above bullet) or to forego their rights to their HRAs in exchange for participation in the Traditional Option (modified as described above).

Miscellaneous

The post-retirement health benefits described above will replace the post-retirement medical coverage options in effect prior to January 1, 2015, for employees who terminate on or after January 1, 2015, including those described in Sidebar Letter A-36 dated July 22, 2004 as amended during 2009 negotiations to provide that employees hired on or after January 1, 2010 will not be eligible for a subsidy or Company contribution under the Traditional Option or the HRA Option. These benefits will be governed by and construed in accordance with the applicable plan documents.

In all other respects, the Post-Retirement Medical Benefits letter dated July 22, 2004, as subsequently amended during 2009 negotiations, shall continue in accordance with its terms.

Very truly yours,



Jay R. Alvaro
Director, Labor Relations

SMAT Guideline Agreement

These guidelines are meant to cover uncovered shift entry into the home station storeroom by home station personnel. Entry into a station's storeroom by personnel from other stations, including Material Specialists, should be covered by any guidelines in place before the SMAT Recommendation was formulated.

These guidelines apply to retrieving materials from the storeroom, and do not apply to deliveries to the storeroom on uncovered shifts, unless otherwise specified. Material receiving should be handled as it always has been.

1. The Power Storerooms will be manned by Power Stores during the day shift Monday Through Friday, and also on the day shift on Saturday and Sunday as the stations require. These shifts start no sooner than 6:00 AM and end no later than 6:30 PM.
2. The Production Team Supervisor has been given access to the Storeroom on uncovered shifts. For shifts where there is a normally scheduled Production and a straight time Support shift, and material is needed, when no Power Stores personnel are on site, the Production Team Supervisor and a bargaining unit member (IBEW Local 1347) will be allowed to enter the storeroom to remove the needed material and fill out the daily log sheet. (This should include both a "time-in" and a "time-out" entry) A union member (IBEW Local 1347) must be the one to remove the material. It is the responsibility of the Material Specialist to make all data entry into Passport. This data entry will be done at the beginning of the next scheduled Material Specialist covered shift. When there is planned or call-in overtime for Support personnel, and access into the storeroom is needed, storeroom personnel will be called in. However, in the event that a one-time entry is required then the Production Supervisor and a bargaining unit employee will be allowed to remove the material.
3. Outside of the details of specific guideline mandates, it will be the responsibility of the Production Team Supervisor to decide if a Material Specialist is needed to be called in. The general rule of thumb recommended by the team is if more than 15 minutes is needed to find the material, then consideration should be given to calling a Material Specialist in. Also if enough straight time Support Team members are working and the PT Supervisor does not have enough time to keep running to the storeroom, he should consider calling in a Material Specialist.
4. At the beginning of each day, the Stores Supervisor will review the Daily Storeroom Access Log from the previous night. Material removed from the storeroom during a backshift should be used on that shift. The daily review should monitor this. At least on a weekly basis (sooner if required), the Stores Supervisor and the PTGL or Production Team Coordinator will review the Daily Storeroom Access Log sheets from the previous week. Each month a summary report will be produced showing the material removed on backshifts for that month.
5. The annual station inventory adjustment will become a station goal. This goal will be passed down to the PTGL's, PT Coordinators, and PT Supervisors.
6. Training will be given to the PT Supervisors and appropriate team members to learn the storeroom layout and material locations.

7. The SMAT team will meet, at a minimum, once a year or when deemed necessary to address issues or concerns that have arisen.
8. Any deviations to these guidelines must be brought to the SMAT team for review before implementation at that station.
9. Woodsdale Station, because of the unique organizational structure, will not be able to meet the requirements of the guidelines on many occasions.
 - On the "off shifts", there will seldom be any management personnel on site. This will not allow for the station to follow the guidelines as far as having both a bargaining unit and a management person access the storeroom together. For this reason, when removing material only, Woodsdale personnel will be allowed to access the storeroom alone when the Material Specialist on duty is off site or on uncovered off shifts. The rest of the guidelines will need to be followed as written.
 - The previous bullet point deals with the removal of material only. This is a Material Specialist duty and if material needs to be unloaded when a Material Specialist is unavailable, bargaining unit Woodsdale personnel may do so at the dock, up until 3:00 PM. Most deliveries after 3:00 PM are to be sent away. If there is a question about a particular after hours delivery, the Stores Supervisor should be contacted.
 - Procedures will be put into place to allow for the review of the Access Logs as there is no on-site Store's Supervisor at the station.
10. If a contractor on site needs material on the second or third shifts, the Production Team Supervisor, along with an IBEW 1347 union member, will access the storeroom and the IBEW 1347 union member will remove the needed material. The contractor will not remove material from the storeroom. The daily log will also be filled out at this time.



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Clarification of Vacation Bank/Pension

Dear Mr. Feldhaus:

During the 2006 negotiations, the Company and the Union clarified future administration for including the vacation bank payment in the final average pay calculation for purposes of determining an employee's pension.

Vacation bank earnings will be included in the calculation of the earnings in the final 36 consecutive months of employment. If these earnings are not higher than any three consecutive calendar years of earnings in the last 10 years of employment, then the vacation bank earnings will be added to the earnings that are the highest three consecutive calendar years in the last 10 years of employment.

This administration of the vacation bank pension enhancement as described above will be effective January 1, 2007.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Managing Director
Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Working Overtime During Vacation

Dear Mr. Feldhaus:

During the 2006 negotiations, the Union and the Company discussed the intent of Article IV, Section 1(k) of the Agreement, with respect to working overtime while on vacation and the release of employees at the start of vacations.

As set forth in that section, employees can request in writing, prior to beginning their vacation, to be considered for work on what would have been their normal off days at the beginning or end of their scheduled vacations. Also as set forth in that section, employees' vacations are considered to have started when they are released from duty on their last regularly scheduled working day prior to the scheduled vacation and are considered ended at the start of their first regularly scheduled working day following the scheduled vacation. It is the Company's understanding that, while on vacation, employees will be considered for overtime work only after all eligible employees have been offered the overtime assignment.

Additionally, the Union expressed concern over hardship that may be caused when employees are not released at their normally scheduled quitting time on their last day of work prior to vacation. During the discussions, the Company reinforced its need to maintain its right to assign the work as necessitated by business needs, including holding employees beyond their normal quitting time. However, the Company assured the Union that employees, who make it known in advance of special travel arrangements needed on their last day of work, should be released from work on time in the absence of an emergency situation.

It is hoped that the above will serve to alleviate the Union's concerns.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Managing Director
Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: 12-Hour Shifts

Dear Mr. Feldhaus:

During the 2006 negotiation meetings, the committees for the Company and the Union discussed the utilization of 12-hour shifts for Production Team Members and Material Services Team Members in the Electric Generating Stations.

As discussed, in order to meet work requirements, the use of 12-hour shifts for employees in the Production Team Member and Material Services Team Member job classifications in the Electric Generating Stations will be at the discretion of the Company.

Except in cases of emergency, the Company will not institute or change a 12-hour group schedule until affording the Union the opportunity to discuss and review the schedule. The Company will base any change in schedule upon new or changed work requirements or the requirements of efficient operations. These matters will be discussed thoroughly with the representatives of the Company and the Union considering the viewpoint and suggestions of the other.

It was also agreed that the administration of the 12-hour schedules will be in accordance with the attached fact sheet.

It is thought that this letter adequately describes the discussion concerning this matter.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Managing Director
Labor Relations

12- HOUR FACT SHEET

1. **Personal Days:** Employees are entitled to a total of four twelve-hour personal days (including Diversity Day).
2. **Shift Definition:** A shift is defined as working 6:00 AM to 6:00 PM or 7:00 AM to 7:00 PM on a single day or 6:00 PM to 6:00 AM or 7:00 PM to 7:00 AM bridging over 2 days.
3. **Payroll Week Definition:** A payroll week is defined by each individual station to accommodate the schedule at that particular location. This will allow the generating stations the flexibility to utilize a four team rotation on a 36 hour – 48 hour schedule rotation. This is not intended to limit the Company from adopting other types of rotations.
4. **Overtime:** All hours worked greater than 40 in a payroll week and all hours worked outside of an employee's regular schedule. Double time hours shall be the last 24-hour period an employee is available to work. For clarification, an employee on a 12-hour shift will be working double time on the 24 hours before their 12-hour rest period before the start of the next shift.
5. **Discipline:** Discipline will be administered in days where one day is equal to 8 hours.
6. **Vacation:** Vacation will be administered in hours. If an employee takes vacation in a 48-hour week, the employee will have the option of using either 40 hours or 48 hours of vacation at their discretion. Vacation will only be paid on a straight time basis.
7. **Holidays:** Employees scheduled to work the actual calendar holiday that are excused from work by the Company will receive holiday pay for the regularly scheduled hours they would have worked on the actual calendar holiday. All other employees will receive 8 hours of holiday pay. Employees working on the actual calendar holiday will receive time and one-half pay for the first 12 hours worked on the actual calendar holiday. If employee's overtime pay hours (last 8 hours of a 48-hour week) fall on an actual calendar holiday, the employee shall be paid 12 hours at the time and one half-wage rate for that day.
8. **Death in Family:** A day off for death in the family shall be equal in pay to the hours of pay an employee would have received if you had worked that day.
9. **Meal Monies:** Meal monies shall be paid after 13 contiguous hours worked and again after 15 hours worked. Call-in situations shall follow the current contract guidelines of meal money paid for every five hours of contiguous work.
10. **Shift Differential:** Shift differential will be paid on night shift only (12 hours) at the current contract night shift rate. No shift differential will be paid on the four evening hours of day shift (3PM – 7 PM).
11. **Short-Term Disability:** As per the current Agreement, during the seven consecutive calendar day waiting period, it is intended that no employee will incur a loss of more than forty hours of straight time pay.



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Store Room Bidding

Dear Mr. Feldhaus:

During the 2006 negotiation meetings, the Company and the Union discussed restoring the former combined bidding process for storeroom employees.

As discussed, since 2000, the job posting procedure for storeroom vacancies between the generating stations and the Brecon store room was changed to being administered as two separate bidding areas, but the bumping rights for the incumbent employees was grandfathered for the former combined bidding area for the term of the 2000 – 2006 Agreement.

During the discussion, it was agreed that for the term of the 2006 – 2009 Agreement, the job posting procedure and bumping rights of the employees in storeroom job classifications, whether in power plant store rooms or the Brecon facility, will be reinstated to the former combined administration for both filling job vacancies and for bumping rights.

It is believed that the above accurately describes the restructuring process for bidding among the storeroom work forces.

Sincerely,

Jay R. Alvaro
Managing Director
Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Eyeglass Pitting

Dear Mr. Feldhaus:

During the 2006 negotiations, the Company and the Union discussed the unique eyeglass pitting problem experienced by welders in the Electric Repair Section of the Substation Maintenance Department and in the Material and Repair Section of T&D Projects.

As agreed, during the term of the 2006 – 2009 Agreement, the Company will furnish standard frames with prescription safety lenses and permanent side shields from its supplier to each welder in those sections who wear corrective lenses that have been substantially affected by this problem. Affected employees may submit their prescription to the department so that the Company can order these glasses. The glasses are to be worn exclusively by these employees when performing welding work for the Company.

During the term of the Agreement, the employees may submit these glasses to the Company for inspection on an annual basis. If the Company determines that a new pair of glasses is warranted due to this pitting problem, the employee will be issued another pair.

Although this is a mutually agreeable method of providing relief to the affected employees, the Company will continue its efforts to completely resolve the problem in the future. At the time the Company finds a solution to this unique problem, the purchase of eyeglasses for welders will be discontinued.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Managing Director
Labor Relations

April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Project Work – Outside Duke Energy OH/KY Service Area

Dear Mr. Reilly:

When it is necessary for the Company to utilize employees represented by Local Union 1347 to perform non-emergency Project work outside the Duke Energy Ohio/ Duke Energy Kentucky service area ("Travel Project Work"), the Company will request volunteers from the needed job classifications at the various headquarters. It must be understood that due to pre-scheduled or on-going work projects, specific work/skill requirements and other business needs, the Company must reserve the right to be selective when evaluating voluntary requests for Travel Project Work. However, whenever possible, the required number of individuals or crews will be staffed with those employees who volunteer.

If there are more qualified volunteers than needed for a specific Travel Project Work assignment, selection will be made based on classified seniority. If there is not a sufficient number of available qualified volunteers, the Company will assign the junior available individuals in the required job classifications who are qualified to perform the particular work needed. Employee rotation on projects of long duration may occur at the discretion of the Company.

When employees are required to report to the Travel Project Work site each day and the employee is not utilizing a company assigned vehicle, mileage reimbursement will be provided by calculating the difference of miles driven to assigned headquarters and mileage driven to the jobsite reporting location. If mileage to the jobsite reporting location is less than mileage driven to assigned headquarters no mileage reimbursement will be granted when the mileage to the Travel Project Worksite is less than mileage driven to the employee's regular headquarters.

In addition, when employees are required to report to the Travel Project Work site each day, the following will apply:

- For sites 30 miles or less from the employee's regular headquarters, the employees will be provided 1 hour straight time pay per day.
- Where the job site is 31 miles to 45 miles from the employee's regular headquarters, the employees will be entitled to 1.5 hours straight time pay per day.

- Where the job site is 46 miles to 60 miles from the employee's regular headquarters, the employees will be entitled to 2 hours straight time pay per day.
- Where the job site is greater than 60 miles from the employee's regular headquarters, the employee will have the option of choosing a per diem, or being reimbursed by the Company for actual and reasonable expenses based on receipts provided by the employee. The per diem expense shall be based on the amount allowable per the current IRS Publication for the area where the Travel Project Work is being performed.

The per diem calculation, on the first and last day of the Travel Project Work assignment, will be reduced per the current IRS Publication. Any lodging and meal expenses incurred over and above the stipulated per diem amount for any given trip will be the responsibility of the employee. However, if the assignment is in an area where hotels have increased their rates for "special events" and the employee presents actual receipts, employees will be reimbursed for their actual out-of-pocket lodging and meal expenses, instead of the established per diem amount.

In addition, for Travel Project Work greater than 60 miles from the employee's assigned headquarters, travel to the job site will generally be on Company time on the first day and from the job site on the last day of the project only. Employees will be paid at the appropriate rate of pay in accordance with the Contract.

When commuting is practical based on the close proximity of the Travel Project Work as determined by the Company, employees will report to the job site at their scheduled starting time and work until their scheduled quitting time.

Employees assigned to Travel Project Work will not be eligible for normal call-out overtime during the work week. However, if employees have returned from the project after the last day of their work week, they can then be eligible for call-out and scheduled overtime at their normally assigned headquarters, if they provide appropriate notice to supervision of their availability. Employees are required to bring tools home on their off days to be eligible for call-out or scheduled overtime on those days. In addition, overtime worked by employees on these projects may or may not be charged to the employee on their regular overtime listing back at their normal headquarters, at the discretion of the Union. Additionally, these employees will also be eligible for emergency assistance assignments to foreign utilities.

These guidelines may be modified due to unusual circumstances on a particular project by mutual consent of the parties. It is understood that this letter accurately defines the guidelines to be utilized during the term of the 2014 – 2017 Agreement in the event of employees represented by Local Union 1347 working on Travel Project Work.

Sincerely,



Jay R. Alvaro
Director, Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Undercover Investigators

Dear Mr. Feldhaus:

During the 2006 negotiations, the Company and the Union discussed the use of undercover investigators during the term of the 2006 – 2009 Agreement.

As discussed, the Company will not allow any undercover investigators it employs to join or attempt to join the Union. It was also agreed that the Union would instruct all its members to encourage employees experiencing substance abuse problems to seek help through the Employee Assistance Plan and to elicit the aid of the Union leadership in so encouraging employees. The Union also agreed to periodically print articles in its newsletter and/or web page concerning the problems associated with substance abuse, encouraging its members to take the necessary positive action to fight the effects of substance abuse in the workplace.

It is thought that this agreement between the parties will further the Company's efforts in establishing and maintaining a work environment that is free from the effects of drug abuse.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'. The signature is written in a cursive style with a large, stylized 'J' and 'A'.

Jay R. Alvaro
Managing Director
Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
P. O. Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Leadperson – Trainer Role

Dear Mr. Feldhaus:

During the 2006 negotiations, the Company and the Union discussed bargaining unit employees performing the training function for new employees in the T&D Construction and Maintenance and the T&D Projects areas of the Company.

As agreed, a lead person-trainer role will be performed by bargaining unit personnel in the Sr. Lineperson "A" (Job Code #7879), Lineperson "A" – Trouble (Job Code #6838) and Lineperson "A" (Job Code #6834) job classifications. While serving in that capacity, bargaining unit personnel will be responsible for training newly selected employees entering into the Lineperson progression. The type of training that will be performed will involve classroom and hands-on at the Company's training facilities as well as on-the-job training in the field environment.

Compensation for employees performing the lead person-trainer role will be a premium in the amount of \$1.25 per hour above the maximum rate of pay of the Senior Lineperson "A" job classification. Effective January 1, 2007, the premium will be increased to \$1.50 per hour. In the event that employees must temporarily change headquarters to perform this role, they will receive compensation for travel in accordance with the Agreement. Such a change of headquarters for greater than six months is not in contravention of the 1996 negotiation letter concerning the posting of small crew work projects lasting more than six months.

The criteria management will use to assess candidates' qualifications to perform the lead person-trainer role will include job performance in their current job classifications and a determination if candidates possess adequate competencies for conducting training. Candidates' qualifications will be evaluated by representatives from the Company's staffing function, in conjunction with departmental management representatives. A practical demonstration test, to assess candidates' abilities to effectively train individuals, will also be utilized for this purpose. As a minimum requirement, only employees who have at least three years of experience working in the job classifications of Lineperson "A" or above in the Lineperson progression will be considered for the lead person-trainer role.

Mr. Steve Feldhaus
August 22, 2006
Page 2

It is expected that qualified employees will volunteer for the lead person-trainer role. While the best qualified (based on assessment scoring) will be selected, it is anticipated that many candidates will be fairly close in scoring on their assessments. Where the scores are fairly similar (approximately within 10 points of each other) between qualified candidates, seniority shall prevail. However, business circumstances may prevent the selection process for qualified individuals from being based solely on the assessments and seniority. For example, it may be a business hardship on management to allow two employees from the same headquarters to simultaneously conduct training for the same training class. Therefore, if an employee would have been selected, but due to business hardship is not, he/she will be offered the next opportunity to fill the trainer function at his/her headquarters.

The Company will provide advanced notice to employees about opportunities for the assignment to the lead person-trainer role in anticipation of having qualified individuals to assume that role when needed in the future.

As further agreed, this arrangement will be in effect during the term of the 2006 -- 2009 Agreement.

It is believed that the above accurately describes the accord reached between the parties on the establishment of the lead person-trainer role.

Sincerely,



Jay R. Alvaro
Managing Director
Labor Relations

April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Leadperson

Dear Mr. Reilly:

During the 2006 negotiations, the Company and the Union discussed maintaining a Lead Person role in areas of the Company other than The Energy Commodities Business Unit for the term of the 2006 – 2009 Agreement. While serving in this capacity, personnel in bargaining unit job classifications are responsible for addressing and coordinating all matters relative to their assigned job sites. Persons in that role also instruct the work of other employees in the same and lower job classifications at job sites, in addition to performing their regular duties.

It was further agreed that due to the differences among the various departmental areas in terms of job site location, the complexity of work and other factors, more specific guidelines should be established with the Union pertaining to the Lead Person role in those respective areas. That process has already occurred between the parties where the Lead Person role was previously established with the Union. Those guidelines will remain in place. To establish the utilization of personnel in the Lead Person role in departmental areas where it has not been already established with the Union, union and management representatives from those areas will develop such Departmental Area Guidelines. Those Guidelines will describe, more specifically, the responsibilities of the Lead Person role in those respective areas. The Guidelines will address such specifics as the number of employees that may be directed, the activities that are to be coordinated at a job site, the manner in which employees will be selected to perform the Lead Person role and any other appropriate details.

As discussed, it is expected that employees in senior job classifications will fill the need for the Lead Person role and that seniority and volunteerism will guide the selection process for filling that role, qualifications being sufficient. However, for the lack of a volunteer or because it may not always be possible or efficient to do so, other employees may on occasion be assigned to a Lead Person role.

Compensation for employees performing the Lead Person role, effective May 5, 2014, will be \$1.75 per hour above the maximum rate of pay of their job classification. This exception to the rate of pay for the temporary upgrades is limited to this Agreement and does not pertain to any other situations.

Additionally, it was agreed that the use of the Lead Person role and the establishment of the referenced Guidelines could apply to some work groups within a departmental area and, at the same time, not apply to other work groups within the same departmental area.

It was also discussed that the Lead Person role is meant to expand the duties and responsibilities beyond what is currently assigned within the respective job classifications. The Company assured the Union that in establishing the Guidelines for Lead Person responsibilities, the safety of company employees and the public would be given appropriate consideration. It was also discussed that evaluating the work performance of employees and the administering of disciplinary actions would continue to be the responsibility of appropriate management personnel.

The above accurately describes the agreement concerning the Lead Person role in areas represented by the Union during the term of the 2006 – 2009 Agreement.

Sincerely,



Jay F. Alvaro
Director, Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
PO Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Advanced Wages for Union Business

Dear Mr. Feldhaus:

During the 2006 negotiations, the Company and the Union discussed making arrangements for the Company to advance straight-time wages to employees represented by the Union who are off the payroll for non-compensated union business during their normal working hours.

As agreed during these meetings, during the term of the 2006 – 2009 Agreement, such wages will be advanced to employees. It was also agreed that the Union will send to the Labor Relations area of the Company a copy of all letters from the Union to employees requesting that they be off the payroll to attend non-compensated union business. Additionally, at the end of each month, the Union will provide the Labor Relations area a summary report which includes each employee's name, department, department number, dates on which non-compensated union business occurred and the corresponding number of hours each employee spent on non-compensated union business. The Company will then prepare an invoice to bill the Union for reimbursement of the wages advanced to these employees during the month. The Union, in turn, will submit payment to the Company for the invoiced amount within 30-days.

It is believed that this arrangement will prove to be beneficial to the Union and the individual employees who perform non-compensated union business. However, the Company must reserve the right to discontinue this arrangement at anytime.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Managing Director
Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
PO Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Seniority and Interplant Bidding Rights

Dear Mr. Feldhaus:

During the 2006 negotiation meetings, representatives of the Company and the Union discussed the interplant bidding rights for employees of Power Operations.

During these discussions, the parties agreed that during the term of the 2006 – 2009 Agreement, should the Company declare a surplus at one of its electric generating facilities in the Production, Maintenance Services or Material Services Team Member classifications, and the affected employees cannot be absorbed into the work force at that facility, and that would result in a layoff, the corresponding number of employees, lowest in total combined seniority in the Electric Generating Stations will be determined by station(s) as surplus. Those employees will then have bidding rights into the above-mentioned classifications (at least up to 50 total, not from each classification, subject to provisions below) at other electric generating facilities based on total combined seniority in the Electric Generating Stations. This seniority would exclude any breaks in service. Total seniority will include all time at an employees present work location, and any previous location in Electric Production/Energy Commodities, provided there was no break in service. If there is a break in service, the previous seniority will be lost and the employee's seniority date will begin again with the date the employee returns to one of the above-referenced classifications. If there are more than 50 surplus personnel and the Company cannot place those in excess of 50 under this procedure, it was agreed that the parties would meet to determine alternate methods of handling the situation.

However, it was also agreed that in order to maintain efficient operations at the plants, there will be no bumping of the following employees in the above classifications: a specified number of the most senior, trained employees performing the former Control Operator classification job duties at the other electric generating facilities. This number would include 20 employees at the Beckjord Station, 7 at the East Bend Station, 20 at the Miami Fort Station, 12 at the Woodsdale Station and 10 at the Zimmer Station. This number will also include a specified number of the most senior, trained employees

Mr. Steve Feldhaus
August 22, 2006
Page 2

performing the former Scrubber Operator classification duties at the other electric generating stations, or at the Miami Fort Station, the FGD Operator job duties. This number would include 6 at the East Bend Station, 10 at the Zimmer Station and 5 at Miami Fort Station. The 5 FGD Operators at Miami Fort will remain protected for the term of the contract. Entry of an individual into the protected group will not occur until a vacancy becomes available. Management will fill vacancies (Control Operator, Scrubber Operator) using the existing process.

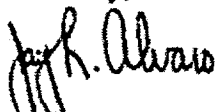
Attached is a document from the Union agreed to during the 2006 negotiations describing the interplant bidding process, and two examples prepared by the Company describing how this process will operate.

As agreed, if the Company transfers its ownership to a station and subsequently a surplus is declared at another station, the number of surplus employees the Company agrees to absorb into the remaining stations will be decreased by the same percentage that the total number of employees were decreased by that transfer of ownership. For example, if there were 500 union members in Power Operations and a Plant's ownership was transferred along with the 100 bargaining unit employees that work there, the 50 number above would be reduced by 20% (or to 40) for any subsequent Company declared surplus.

It must be understood that allowing such bidding rights may cause employees in the Production, Maintenance Services or Material Services Team Member classifications, junior in total combined seniority in the Electric Generating Stations at the receiving plant(s), to be laid off. Employees who do not accept alternate job opportunities provided from the bumping process will voluntarily resign their employment. This understanding in no way limits Management's rights contained in Article V, Section 19.

It is thought that the above adequately describes how seniority rights will apply for employees within the Power Operations Department in the event such actions are necessary, during the term of the 2006 – 2009 Agreement.

Sincerely,



Jay R. Alvaro
Managing Director
Labor Relations

Supplemental Explanation to Seniority and Interplant Bidding

In the event it becomes necessary to eliminate jobs in the bargaining unit that would result in a layoff within any, or all, of the five represented electric generating plants currently owned by the Company (East Bend, Beckjord, Zimmer, Miami Fort, and Woodsdale), the following will be the procedure used to insure a result that is as close as possible to "last in – first out," for the Production, Maintenance Services or Material Services classifications:

1. The Company will identify the number of jobs to be eliminated within each of the above classifications, and at each plant.
2. The employees whose jobs are eliminated will then be notified and given the opportunity to use their total combined contiguous (unbroken) seniority in the above referenced electric generating stations to bump the most junior designated employee at each generating station. They are employed in one of the above referenced classifications, and their seniority will reflect all time at their present location, and any previous location in the above listed generating stations, provided there was no break in service (another department outside EPD, or time spent in a job not represented by the Union).
3. The Union will identify the most junior employees (based on their total electric generating station seniority) in all stations equal to the number of jobs designated for elimination.
4. Employees who have been bumped, or had their job eliminated, will then, in order of their above described seniority, bump the identified most junior employees at each station.
5. These most junior employees who cannot bump will then be laid off or surplused as described elsewhere in this agreement.
6. Certain employees are protected from the bumping described herein as detailed in the letter captioned "Seniority and Interplant Bidding Rights."

For example: If it was determined by the Company that two (2) Generating Stations need to layoff or surplus five (5) Production employees at each Station, the "List" would be used to identify the ten (10) least senior employees at all five Plants. These ten (10) would be the first to go on surplus or layoff. Those resulting openings would be filled by the next ten (10) least senior on the List, providing none of these employees were identified as least senior to be surplused. In that case, this employee could not bump, and would be part of the layoff/surplus group. The previously identified employees from two (2) Generating Stations would then use their total combined Generating Station seniority, or the "List" to choose which openings they would fill. The senior employee would choose an opening first, and so forth, until the openings are filled.

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Welding Premium

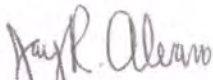
Dear Mr. Kirk:

During the 2017 negotiations, the Company and the Union discussed a premium for employees within Fossil/Hydro Generation possessing certain welding certifications.

It was agreed that if the Company determines the welding being performed is outside the scope of an employee's classification or requires specialized training and certification then a premium in the amount of \$1.00 per hour will apply. This premium will be applicable to all hours paid. The Company solely determines the number of employees receiving this premium based on business need. Should an employee's certification lapse for any reason then no premium will be paid. In addition, the Company may discontinue the use of certified welders based on business need at any time.

The first order of selection will be based on the classified seniority of those employees who possess welding certification. The second order of selection will be based on the classified seniority of those employees who have completed the advanced mechanical discipline.

Sincerely,



Jay R. Alvaro
Director, Labor Relations



DUKE ENERGY CORPORATION
139 East Fourth St.
PO Box 960
Cincinnati, OH 45201-0960

February 6, 2008

Mr. Stephen H. Feldhaus
Business Manager
Local Union No. 1347
International Brotherhood
of Electrical Workers
4100 Colerain Avenue
Cincinnati, Ohio 45223

Dear Mr. Feldhaus:

Per our discussions, the Company instituted a new training program for workers employed at generating facilities. This program, the Employee Development Qualification Program (EDQP), replaces the Skills Qualification Program (SQP). In conjunction with this program, four new job classifications are being developed:

- Control Room Operator
- Production Technician
- Support Technician
- Simple Cycle Technician

The following will apply to the above-referenced classifications:

- A) The minimum wage rate for both the Production Technician and the Support Technician job classifications will be \$13.00 per hour and the maximum is established at Pay Level 21. As of January 1, 2008, this wage rate is \$29.89.
- B) The Control Room Operator job classification will not be implemented until the Company and the Union have had the opportunity to meet further and discuss job responsibilities and wage rates. This is expected to occur during the first quarter of 2008. If the parties do not reach an agreement, then the wage rate will either be set at Level 25 (currently \$31.09) or evaluated using the established job evaluation process.
- C) The Simple Cycle Technician classification will be evaluated.

1. Existing Employees

- A) Employees currently in the Production Team Skills Qualification Program, and not at the maximum rate of pay, will remain in the SQP and will have the ability to reach Pay Level 25.
- B) Employees may be required to complete portions of the EDQP, as determined by management, to close any identified skill gaps.

Mr. Stephen H. Feldhaus
February 6, 2008
Page 2

- C) Existing employees in the Support Team Member or Material Services Team Member classification who are selected for Production Team vacancies during the remainder of the 2006-2009 Collective Bargaining Agreement will enter the Production Team Member classification. They will be required to close any skill gaps as determined by the Company. In addition, the Company will select the discipline based on business needs. If the Operations discipline is selected, these employees will be required to become Control Room qualified.
- D) The Control Room Operator will be a bid position within a job progression. Positions will be posted in accordance with Article III, Section 6 and Article III, Section 7 of the 2006-2009 Collective Bargaining Agreement.

2. Advanced Operators/Control Room Operators

- A) Each station will determine the number of Control Room Operators required. See "**Seniority and Interplant Bidding Rights**" letter dated August 22, 2006. (Attachment)
- B) Production Team Members currently in training as Advanced Operators will be allowed to complete their training.
- C) After January 1, 2008, any Production Team Member who begins training for Control Room Operations will do so under the training plan established by the Company.
- D) For employees in the Production Technician classification, only those in the Operations discipline are eligible to promote to Control Room Operator.
- E) There is no automatic progression. In order for an employee to promote, there must be a vacancy as determined by management.
- F) Existing Production Team Members may be assigned control room functions within the scope of the existing classification.

3. New Employees/Transferring Employees

- A) Effective January 1, 2008, all new employees or employees that are not currently a Support Team/Material Services Team Member entering the Production Team or Support Team will do so as a Production Technician or Support Technician.
- B) Management will determine each employee's discipline at the time of hiring or transfer.
- C) Employees will be given credit for past experience and education as outlined in the "**Entry Wage Level Guidelines – IBEW Production Technician/Support Technician**" document. (Attachment)

Mr. Stephen H. Feldhaus
February 6, 2008
Page 3

- D) Employees placed at other than an entry level position will be required to demonstrate proficiency by completing portions of the training program, as required.
- E) Employees may request to change disciplines with no impact to pay. Requests will be evaluated based on business needs and are at the discretion of the Company.

4. Pay Progression

- A) Employees will be evaluated and eligible for a pay increase every six months as provided for in the "*Patrick P. Gibson Letter*," dated December 29, 2000. (Attachment)
- B) The intent is for employees to reach the maximum pay rate in five years, provided qualifications are met.
- C) In lieu of the \$0.10 increase as provided for in the 2006-2009 Collective Bargaining Agreement, each increase will be determined by taking the difference between the minimum and maximum wage rate and dividing by 10 for employees starting at the minimum wage rate. Based on current wage levels, this increase is approximately \$1.69 per hour every six months.
- D) For the Control Room Operator, there will be one increase with the employee reaching maximum rate of pay at six months.
- E) For employees starting at a wage rate other than the minimum wage rates, all requirements must be met prior to receiving a six month increase. Employees will still be evaluated every six months and other provisions of the "*Patrick P. Gibson Letter*" will apply.
- F) Eligibility for increase is based on satisfactory performance. Factors to be considered include, but are not limited to, attendance, job performance, progress in the training program, and disciplinary record.
- G) If an increase is denied, the employee will not be eligible for an increase until the next scheduled increase. Given that the employee has corrected any deficiencies identified, they will receive the scheduled increase and the increase that had been previously denied.
- H) If the employee is denied an increase, or in the event of receiving an unsatisfactory evaluation as outlined in Paragraph E, serious consideration should be given as to whether or not the employee should be demoted, transferred or released. The Union may request a review of such a decision and such review will be conducted in accordance with the "*Patrick P. Gibson Letter*," dated December 29, 2000.

Mr. Stephen H. Feldhaus
February 6, 2008
Page 4

- I) Increases are neither granted nor denied solely on the basis of progress within the training program with the exception of movement from phase-to-phase. Employees must complete each phase within the required time frame to be eligible for pay increase. These hard breaks are at 12 months, 36 months, and 60 months from the start of the program. Employees placed at other than entry level position must meet the hard break requirements as outlined above.
- J) Employees on a leave of absence will be treated similarly. When an employee's leave of absence is greater than 30 days, eligibility for any merit increase will be delayed by the length of time equal to the absence. This provision will be applied consistent with the Family and Medical Leave Act, and all other applicable laws and Company policies.

I have attached copies of the job descriptions for Production Technician and Control Room Operator. The job descriptions for the Support Technician and Simple Cycle Technician are still being developed. As stated above, during the first quarter of 2008, the Union and the Company will meet to discuss the Control Room Operator classification. I have also attached a copy of the hiring matrix used in determining starting wage rates.

As with other job descriptions, the Company has a right to discontinue at any time. In addition, this agreement does not in any way restrict or change the rights of management, except as specifically stated in this agreement. If you are in agreement with this proposal, please return a signed copy of this letter to me.

If you have any questions, please contact me at (513) 287-5022.

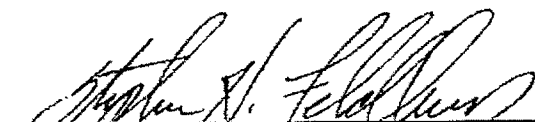
Sincerely,



Michael A. Ciccarella
Labor Relations Consultant

Attachments

For the Union:



Stephen H. Feldhaus, IBEW Local 1347

2/12/08

Date

Attachments:

1. Seniority and Interplant Bidding Rights Letter Dated August 22, 2006
2. Entry Wage Level Guidelines – IBEW Production Technician/Support Technician
3. Patrick P. Gibson Letter Dated December 29, 2000
4. Production Technician Job Description
5. Control Room Operator Job Description

ATTACHMENT 1

DUKE ENERGY CORPORATION
139 East Fourth St.
PO Box 960
Cincinnati, OH 45201-0960

August 22, 2006

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Seniority and Interplant Bidding Rights

Dear Mr. Feldhaus:

During the 2006 negotiation meetings, representatives of the Company and the Union discussed the interplant bidding rights for employees of Power Operations.

During these discussions, the parties agreed that during the term of the 2006 – 2009 Agreement, should the Company declare a surplus at one of its electric generating facilities in the Production, Maintenance Services or Material Services Team Member classifications, and the affected employees cannot be absorbed into the work force at that facility, and that would result in a layoff, the corresponding number of employees, lowest in total combined seniority in the Electric Generating Stations will be determined by station(s) as surplus. Those employees will then have bidding rights into the above-mentioned classifications (at least up to 50 total, not from each classification, subject to provisions below) at other electric generating facilities based on total combined seniority in the Electric Generating Stations. This seniority would exclude any breaks in service. Total seniority will include all time at an employees present work location, and any previous location in Electric Production/Energy Commodities, provided there was no break in service. If there is a break in service, the previous seniority will be lost and the employee's seniority date will begin again with the date the employee returns to one of the above-referenced classifications. If there are more than 50 surplus personnel and the Company cannot place those in excess of 50 under this procedure, it was agreed that the parties would meet to determine alternate methods of handling the situation.

However, it was also agreed that in order to maintain efficient operations at the plants, there will be no bumping of the following employees in the above classifications: a specified number of the most senior, trained employees performing the former Control Operator classification job duties at the other electric generating facilities. This number would include 20 employees at the Beckjord Station, 7 at the East Bend Station, 20 at the Miami Fort Station, 12 at the Woodsdale Station and 10 at the Zimmer Station. This number will also include a specified number of the most senior, trained employees

Mr. Steve Feldhaus
August 22, 2006
Page 2

performing the former Scrubber Operator classification duties at the other electric generating stations, or at the Miami Fort Station, the FGD Operator job duties. This number would include 6 at the East Bend Station, 10 at the Zimmer Station and 5 at Miami Fort Station. The 5 FGD Operators at Miami Fort will remain protected for the term of the contract. Entry of an individual into the protected group will not occur until a vacancy becomes available. Management will fill vacancies (Control Operator, Scrubber Operator) using the existing process.

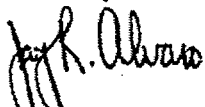
Attached is a document from the Union agreed to during the 2006 negotiations describing the interplant bidding process, and two examples prepared by the Company describing how this process will operate.

As agreed, if the Company transfers its ownership to a station and subsequently a surplus is declared at another station, the number of surplus employees the Company agrees to absorb into the remaining stations will be decreased by the same percentage that the total number of employees were decreased by that transfer of ownership. For example, if there were 500 union members in Power Operations and a Plant's ownership was transferred along with the 100 bargaining unit employees that work there, the 50 number above would be reduced by 20% (or to 40) for any subsequent Company declared surplus.

It must be understood that allowing such bidding rights may cause employees in the Production, Maintenance Services or Material Services Team Member classifications, junior in total combined seniority in the Electric Generating Stations at the receiving plant(s), to be laid off. Employees who do not accept alternate job opportunities provided from the bumping process will voluntarily resign their employment. This understanding in no way limits Management's rights contained in Article V, Section 19.

It is thought that the above adequately describes how seniority rights will apply for employees within the Power Operations Department in the event such actions are necessary, during the term of the 2006 – 2009 Agreement.

Sincerely,



Jay R. Alvaro
Managing Director
Labor Relations

Supplemental Explanation to Seniority and Interplant Bidding

In the event it becomes necessary to eliminate jobs in the bargaining unit that would result in a layoff within any, or all, of the five represented electric generating plants currently owned by the Company (East Bend, Beckjord, Zimmer, Miami Fort, and Woodsdale), the following will be the procedure used to insure a result that is as close as possible to "last in – first out," for the Production, Maintenance Services or Material Services classifications:

1. The Company will identify the number of jobs to be eliminated within each of the above classifications, and at each plant.
2. The employees whose jobs are eliminated will then be notified and given the opportunity to use their total combined contiguous (unbroken) seniority in the above referenced electric generating stations to bump the most junior designated employee at each generating station. They are employed in one of the above referenced classifications, and their seniority will reflect all time at their present location, and any previous location in the above listed generating stations, provided there was no break in service (another department outside EPD, or time spent in a job not represented by the Union).
3. The Union will identify the most junior employees (based on their total electric generating station seniority) in all stations equal to the number of jobs designated for elimination.
4. Employees who have been bumped, or had their job eliminated, will then, in order of their above described seniority, bump the identified most junior employees at each station.
5. These most junior employees who cannot bump will then be laid off or surplus as described elsewhere in this agreement.
6. Certain employees are protected from the bumping described herein as detailed in the letter captioned "Seniority and Interplant Bidding Rights."

For example: If it was determined by the Company that two (2) Generating Stations need to layoff or surplus five (5) Production employees at each Station, the "List" would be used to identify the ten (10) least senior employees at all five Plants. These ten (10) would be the first to go on surplus or layoff. Those resulting openings would be filled by the next ten (10) least senior on the List, providing none of these employees were identified as least senior to be surplus. In that case, this employee could not bump, and would be part of the layoff/surplus group. The previously identified employees from two (2) Generating Stations would then use their total combined Generating Station seniority, or the "List" to choose which openings they would fill. The senior employee would choose an opening first, and so forth, until the openings are filled.

Security and Inter-Plant Blending Examples

In the event that a plant receives and the security and blending history table below shows items 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

• Total Security Yes, 1 last number security in the double decreasing items

Example A: Surplus 3 Production Team Members at East Bear Station

Production Team	Production Team	Production Team	Production Team	Production Team	Production Team
Apply Date	Classifications	Security	Apply Date	Classifications	Security
Production A	Production A	Production A	Production A	Production A	Production A
Production B	Production B	Production B	Production B	Production B	Production B
Production C	Production C	Production C	Production C	Production C	Production C
Production D	Production D	Production D	Production D	Production D	Production D
Production E	Production E	Production E	Production E	Production E	Production E
Production F	Production F	Production F	Production F	Production F	Production F
Production G	Production G	Production G	Production G	Production G	Production G
Production H	Production H	Production H	Production H	Production H	Production H
Production I	Production I	Production I	Production I	Production I	Production I
Production J	Production J	Production J	Production J	Production J	Production J
Production K	Production K	Production K	Production K	Production K	Production K
Production L	Production L	Production L	Production L	Production L	Production L
Production M	Production M	Production M	Production M	Production M	Production M
Production N	Production N	Production N	Production N	Production N	Production N
Production O	Production O	Production O	Production O	Production O	Production O
Production P	Production P	Production P	Production P	Production P	Production P
Production Q	Production Q	Production Q	Production Q	Production Q	Production Q
Production R	Production R	Production R	Production R	Production R	Production R
Production S	Production S	Production S	Production S	Production S	Production S
Production T	Production T	Production T	Production T	Production T	Production T
Production U	Production U	Production U	Production U	Production U	Production U
Production V	Production V	Production V	Production V	Production V	Production V
Production W	Production W	Production W	Production W	Production W	Production W
Production X	Production X	Production X	Production X	Production X	Production X
Production Y	Production Y	Production Y	Production Y	Production Y	Production Y
Production Z	Production Z	Production Z	Production Z	Production Z	Production Z

Example B: Surplus 3 Support Team Members at Zinner Station

Production Team	Production Team	Production Team	Production Team	Production Team	Production Team
Apply Date	Classifications	Security	Apply Date	Classifications	Security
Production A	Production A	Production A	Production A	Production A	Production A
Production B	Production B	Production B	Production B	Production B	Production B
Production C	Production C	Production C	Production C	Production C	Production C
Production D	Production D	Production D	Production D	Production D	Production D
Production E	Production E	Production E	Production E	Production E	Production E
Production F	Production F	Production F	Production F	Production F	Production F
Production G	Production G	Production G	Production G	Production G	Production G
Production H	Production H	Production H	Production H	Production H	Production H
Production I	Production I	Production I	Production I	Production I	Production I
Production J	Production J	Production J	Production J	Production J	Production J
Production K	Production K	Production K	Production K	Production K	Production K
Production L	Production L	Production L	Production L	Production L	Production L
Production M	Production M	Production M	Production M	Production M	Production M
Production N	Production N	Production N	Production N	Production N	Production N
Production O	Production O	Production O	Production O	Production O	Production O
Production P	Production P	Production P	Production P	Production P	Production P
Production Q	Production Q	Production Q	Production Q	Production Q	Production Q
Production R	Production R	Production R	Production R	Production R	Production R
Production S	Production S	Production S	Production S	Production S	Production S
Production T	Production T	Production T	Production T	Production T	Production T
Production U	Production U	Production U	Production U	Production U	Production U
Production V	Production V	Production V	Production V	Production V	Production V
Production W	Production W	Production W	Production W	Production W	Production W
Production X	Production X	Production X	Production X	Production X	Production X
Production Y	Production Y	Production Y	Production Y	Production Y	Production Y
Production Z	Production Z	Production Z	Production Z	Production Z	Production Z

1 Person on an example that a person could jump someone at the same plant with less security and the person would take a job at another location

2 Person on an example that a person could check to go to another plant as a direct jump or have being bumped in the plant

ATTACHMENT 2**Slotting Matrix**

For NEW HIRES into Production Technician or Support Technician job classifications:

EXPERIENCE -- Related work experience	No Experience	> 1 year directly related experience	> 3 years directly related experience	> 5 years directly related experience	> 8 years directly related experience	> 10 years directly related experience
EDUCATION ↓ 4 yr. degree plus related work experience	Step 2 of Prod / Support Tech \$14.69	Step 3 of Prod / Support Tech \$16.38	Step 4 of Prod / Support Technician \$18.07	Step 5 of Prod / Support Technician \$19.76	Step 6 of Prod / Support Technician \$21.45	Step 6 of Prod / Support Technician \$21.45
2 yr. related school tech degree plus related work experience	Step 2 of Prod / Support Technician \$14.69	Step 2 of Prod / Support Technician \$14.69	Step 2 of Prod / Support Technician \$14.69	Step 3 of Prod / Support Technician \$16.38	Step 3 of Prod / Support Technician \$16.38	Step 4 of Prod / Support Technician \$18.07
Some advanced education (1 year or more), Non-degreed in related courses or degree in non- related course or 1 year trade school degree.	Not Qualified	Step 1 of Prod / Support Technician \$13.00	Step 2 of Prod / Support Technician \$14.69	Step 2 of Prod / Support Technician \$14.69	Step 3 of Prod / Support Technician \$16.38	Step 3 of Prod / Support Technician \$16.38
High School Graduate or equivalency (GED, etc.)	Not Qualified	Not Qualified	Step 1 of Prod / Support Technician \$13.00	Step 2 of Prod / Support Technician \$14.69	Step 2 of Prod / Support Technician \$14.69	Step 3 of Prod / Support Technician \$16.38
<i>Directly related work experience = experience in Mechanical, Electrical, Instrument & Controls and/or Operations in a Generating Station or other industrial facility requiring similar knowledge and abilities.</i>						

For **POWER GENERATION EMPLOYEES** selected for Production Technician or Support Technician job classification:

Job offer for the PT or ST job is at the wage rate equal to or at the next higher wage rate of the pay progression. They are eligible for six month progressions until reaching the designated end of a phase at 12, 36, or 60 months. Must complete all phase requirements for increase at this point prior to progressing.

For **OTHER COMPANY EMPLOYEES** selected for Production Technician or Support Technician Member job classification:

Job offer for the PT or ST job would be based on the above wage guidelines. They are eligible for six month progressions until reaching the designated end of a phase at 12, 36, or 60 months. Must complete all phase requirements for increase at this point prior to progressing.

INTERNAL CORRESPONDENCE**ATTACHMENT 3**

To: Officers, General Managers and Managers

From: Patrick Gibson

Subject: **MANUAL, CLERICAL AND TECHNICAL JOB CLASSIFICATIONS**

Date: December 29, 2000

Reply By: **CINERGY.**

The purpose of this letter is to amend and update the Walter C. Beckjord letter of October 1, 1945, which has served as a preamble to the Cincinnati Gas & Electric Company's job classification and evaluation system for Union represented job classifications.

In October 1945, after a careful and comprehensive study of the various kinds of work necessary to conduct the business of the Company in a safe, efficient and otherwise satisfactory manner, and the requirements of each job involved, the Company by agreement with the Unions representing the employees and with the approval of the National War Labor Board (Region V), placed into effect a schedule of job titles and descriptions for *all* manual, clerical and technical employees. Wage rate schedules were established and made effective in accordance with the Union agreements and the approval of the War Labor Board.

The job descriptions and wage rate schedules were designed to provide a fair and equitable means by which all the jobs, within the scope of the plan, being filled by manual, clerical and technical employees could be designated with uniformity and understanding throughout the Company system. The Company and the duly certified exclusive bargaining representatives of the bargaining units agreed to the basis used for defining jobs. It became the duty and responsibility of the supervisory force as the representatives of management to see that it was applied and maintained in a fair and consistent manner. It was also essential that employees clearly understood the duties and requirements of the jobs to which they were assigned. While the job descriptions were not intended to be all-inclusive, they were intended to cover such typical tasks necessary to provide a fair basis for evaluation.

The job classification and evaluation plan provided:

1. A set of job descriptions which prescribe typical duties and qualifications;
2. A set of promotional charts indicating the line of normal promotions in the respective departments;

INTERNAL CORRESPONDENCE

3. A set of wage schedules containing maximum wage rates for all jobs and steps of progression to arrive at the maximum wage rates;

In September 1998, a new evaluation system (BOGAR) was implemented to evaluate all manual, clerical and technical job classifications represented by the International Brotherhood of Electrical Workers, Local 1347; the United Steelworkers of America, Locals 12049 and 5541-06; and the Independent Utilities Union. A joint union/management committee designed the BOGAR Job Evaluation System. In addition to the items listed above, the BOGAR system requires a Job Evaluation Questionnaire to be completed and approved for each new or revised job classification.

JOB DESCRIPTIONS

Each job description consists of a statement of the nature of work involved in the job classification, in sufficient detail to identify the title and content to those familiar with the organization; also a statement of the minimum qualifications required to enter the job. Each job description is subdivided into two parts, "Duties" and "Qualifications" as follows:

DUTIES

This section is devoted to a description of the essential duties required in the classification itself, considered entirely apart from the individual who may occupy the position. A sufficient number of duties are listed to:

1. Indicate the character and grade of the work;
2. Indicate the variety of duties;
3. Distinguish each job classification from another.

The duties for each job description are those principal duties that are required to properly identify and evaluate each of the specific job classifications. These duties are not to be considered all-inclusive. Employees may be temporarily assigned, within their capabilities, duties of other classifications. When the temporarily assigned duties are those of a higher or lower rated job classification the employees should be paid the appropriate rate of pay in accordance with the Union agreement.

This section also indicates, as a general guide, the degree of supervision under which the employees are expected to be able to perform their work; that is under "Close," "Directive," or "General Directive" supervision. These terms are defined as follows:

1. The term "under close supervision" means that the employees perform only those tasks which they have been instructed to do and are observed and supervised most of the time while performing them.

INTERNAL CORRESPONDENCE

For example: A helper assisting a mechanic in performing assignments would ordinarily be under the "close" supervision of the mechanic.

2. The term "under directive supervision" means that the employees perform primarily those tasks and duties which they have been directed to do and then carry out such instructions under observation or checking from time to time.

For example: A mechanic, working under the direction of a supervisor, assigned to a section of the work but observed or contacted periodically during the day, by the supervisor, would be considered as working under "directive" supervision.

3. The term "under general directive supervision" means that the employees under general instructions perform duties independently, but within the limitations of standard practices or procedure.

For example: A Senior Lineperson operating in the field on scheduled assignments, in accordance with standard practices and procedures but without any supervision while in the field, whose production or performance would be the check on activities and quality of work, would be considered as working under "general directive" supervision.

QUALIFICATIONS

In this section of the job descriptions are listed those minimum qualifications which the individual is expected to bring to the job. Specifically included are such items as basic education, degree of skill, extent of experience, special knowledge, and other required qualifications.

Company Requirements as to General Qualifications

In addition to the duties and qualifications for each job classification as set forth in the job descriptions, each employee must meet the Company's requirements as to general qualifications, which include:

1. The physical and mental abilities to perform the essential functions of the job classification, with or without reasonable accommodations;
2. The willingness to follow instructions and cooperate with other employees;

INTERNAL CORRESPONDENCE

3. The willingness to respond to calls outside of regular hours, when the need arises and in emergencies, to help in any department or phase of the Company's operations in which they are qualified to help;
4. The willingness to work a shift schedule and irregular hours where the nature of the work requires it;
5. The willingness to direct and instruct or train employees, of a lower job rating, assisting on the same work;
6. If required by assignment to drive automobile or trucks, must hold a valid State Bureau of Motor Vehicles Operators' license;
7. Compliance with the general rules and practices of the Company, with specific rules of the department in which they are employed, and with those of other departments with which their work must be coordinated;
8. Thorough familiarity with and strict observance of the Company's safety rules applicable to their job;
9. Have the characteristics of dependability, trustworthiness, and carefulness, and have a satisfactory previous record in these respects;
10. The willingness to submit to physical examinations by a licensed physician designated by the Company;
11. The willingness to supply the necessary employment records including, but not limited to, birth certificate, social security number, selective service record, military record, character and past employment records.

JOB EVALUATION QUESTIONNAIRE

Each questionnaire consists of questions related to the six factors used to evaluate a job classification under the BOGAR system. One or more employees in a job classification represented by the applicable Union must complete and sign one questionnaire. A departmental management representative must approve the completed questionnaire. The six factors and related sections of the questionnaire are as follows:

Knowledge

Questions related to the amount of formal and informal education, training and experience.

INTERNAL CORRESPONDENCE

Responsibility

Questions related to the amount of responsibility for such things as: Company funds; confidential information; safety, training and/or work direction of others; materials and equipment; etc.

Customer Contact

Questions related to the amount, importance and difficulty of contacts with internal and external customers.

Decision Making and Complexity of Duties

Questions related to the complexity of the work; the freedom employees have to make decisions; and, the impact their decisions may have on the Company.

Physical/Adverse Characteristics

Questions related to the amount, duration and frequency of: physical work (e.g., lifting, climbing and walking); and, work in adverse conditions (e.g., heat, cold, dust and noise).

Hazards

Questions related to the inherent dangers in the job which directly expose the employee to the possibility of accidents which may result in lost time accidents or death.

WAGE SCHEDULE

Starting Rates

When employees are first assigned to a job classification, they receive the starting/minimum rate indicated in the wage schedule for that job, except in cases where an employee is already receiving a rate equal to or in excess of the starting/minimum rate indicated. In such event when the employee is promoting into the job classification, the employee receives an increase as described in the applicable Union Agreement, but in no event in excess of the maximum wage rate for the job to which the employee is assigned.

Progression Steps within a Wage Range

The wage range provides for progression steps leading up to the maximum evaluated rate of the job. Job progression steps are designed for the purpose of

INTERNAL CORRESPONDENCE

advancing an employee within the wage range. These progression steps are to be used as follows:

At intervals of six months, the supervisor shall make a review of the employee's development and progress on the assigned job. If progress, measured by demonstrated ability and performance, has been satisfactory, the scheduled progression step will be made effective on the first Monday following the expiration of that particular interval, until the employee's wage rate equals the maximum rate specified for the particular job classification.

When the performance review indicates that the employee has not made satisfactory progress in the job and an increase in pay is not warranted the employee is to be personally notified by the immediate supervisor that the progression step increase is being withheld. The notification must take place at least one month in advance of the date for the scheduled progression step. In addition, serious consideration should be given as to whether or not the employee should be demoted, transferred or released. The Union may request a review of such a decision. Such review is to be made by a representative or representatives of the Union and a representative or representatives of the Company.

For new employees the six-month interval will start from the hiring date, and for promoted employees, a new series of six-month intervals will start on the date of promotion.

CONCLUSION

Although this plan is set forth as clearly and explicitly as possible, questions may arise as to the intent or interpretation of some provisions. In such event, the matter should be discussed with a representative in the Labor Relations department.

Very Truly Yours,

Patrick P. Gibson

Patrick P. Gibson

ATTACHMENT 4**CLASSIFICATION: PRODUCTION TECHNICIAN****A. DUTIES:**

Under directive supervision, on a rotating shift schedule, this position is responsible for the safe and efficient operations, mechanical, electrical and instrumentation and controls maintenance of the plant generating units, boilers, turbines, and their auxiliary and associated equipment including environmental systems and equipment, such duties, including but not limited to:

1. Ensuring proper startup, operation and maintenance of station boilers.
2. Ensuring proper startup, operation and maintenance of station turbines and generators.
3. Ensuring proper startup, operation and maintenance of all associated systems and environmental equipment including the remote operation of FGD or other systems.
4. Operating and maintaining the balance of plant equipment, station switchyards and electrical distribution systems.
5. Inspecting plant equipment, take operational and equipment status readings.
6. Identify, troubleshoot, and correct equipment problems and performing mechanical, electrical and instrumentation maintenance activities.
7. Ensuring proper Lockout Tagout (LOTO) Energy Control procedures are performed as directed.
8. Completing all log entries and all necessary documentation for work assignments. Communicate information as required at shift turnover.
9. Completing all training and testing requirements of the job.
10. Direct, train and/or assist others as assigned.
11. Performing other similar or less skilled work.
12. Performing overtime work assignments.
13. Compliance with all environmental, health, and safety (EHS) regulations.
14. Communicate with others to allow for safe and efficient operation of equipment.

B. QUALIFICATIONS:

1. Must meet the Company's requirements as to GENERAL QUALIFICATIONS; in addition:
2. Must have a High School diploma or equivalent.
3. Must have three years experience in Industrial Maintenance or Operations.
4. Must maintain a valid driver's license if required.
5. Must successfully complete all required job qualification testing.

ATTACHMENT 5**CLASSIFICATION: CONTROL ROOM OPERATOR****A. DUTIES:**

Under directive supervision, on a rotating shift schedule, is responsible for the coordination and the safe/efficient operations of generating units; operates boilers, turbines and their auxiliary, and associated equipment, remotely from a central control room, aided by communication with other plant personnel; directs in his duties personnel assigned to the unit; and performs such duties as:

1. Directing and coordinating shift personnel and activities. In the absence of the shift supervisor authorizes work to be performed including but not limited to authorizing clearances, burning permits, etc.
2. Engaging in the mechanical and electrical switching operations necessary to remove station or substation mechanical and electrical equipment from service and return it to service.
3. Ensuring proper Lockout Tagout (LOTO) Energy Control procedures are performed as directed.
4. Inspecting, monitoring, correcting problems, recording critical data and maintaining logs of operational parameters and activities.
5. Participating in training and may be required to direct, train and/or assist others as assigned.
6. Monitoring operating conditions of equipment for continuous compliance with environmental permit limits and design parameters, thus ensuring proper, safe, and economical operation of units, and taking proactive corrective steps when such conditions are abnormal.
7. Performing the necessary tasks to maintain proper operation of steam or gas turbines, including their related turbine auxiliary and associated equipment.
8. Performing the necessary tasks to maintain the desired output of electric generators, transformers, busses, transmission lines, oil and air circuit breakers and associated equipment including synchronizing and switching operations.
9. Performing the necessary tasks to maintain proper operation of boilers for fuel, air, water, and steam flows, pressures, temperatures, during unit start up, shut down, and steady state operation.
10. Performing the necessary tasks to maintain proper operation of environmental equipment (i.e., FGD Systems, Precipitators, Bag houses, SCR's, SNCR's, and any future equipment, including their auxiliary and associated equipment.
11. Performing the necessary tasks to maintain proper operation of balance of plant equipment, including their auxiliary and associated equipment.
12. Answering trouble calls, identifying the source or root cause of equipment failure, incorrect control operations, or other faulty operation of equipment, reporting to the Supervisor on shift of any trouble beyond their scope to rectify.
13. Initiate corrective action as required and coordinate response to abnormal operating conditions.
14. Maintaining control room and area in a clean, orderly condition, continuously observe Company safety rules and practices, unit operating permits, and other related procedures prescribed by the Company.
15. Completing all training and testing requirements of the job.

16. Performing the duties of Production Technician.
17. Performing other similar or less skilled work.
18. Performing overtime work assignments.
19. Compliance with all environmental, health, and safety (EHS) regulations.

B. QUALIFICATIONS:

Must meet the Company's requirements as to GENERAL QUALIFICATIONS; must have all the qualifications of a Production Team Member; and, in addition:

1. Must have at least six (6) years of station operations and/or maintenance experience.
2. Must have successfully completed all Company defined training and testing requirements and demonstrated an aptitude for and ability to successfully perform the duties of a Production Technician.
3. Must be able to demonstrate the ability to perform the duties of this job classification through the successful completion of required promotional exams.
4. Must maintain a valid driver's license if required.



JIM O'CONNOR
Vice President
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June 15, 2009

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Random Drug and Alcohol Testing

Dear Mr. Feldhaus:

During the 2009 negotiation meetings, the Company negotiated the right to implement random drug and alcohol testing for employees not currently covered by DOT regulations.

Although the Company is unsure at the present time when the testing will be implemented in the new groups, it is known that roll out will most likely begin with the Power Generation group. In any case, the Union and employees will be given no less than a 60 calendar day notice prior to the implementation of the random screens in any new work group. Employees will receive training on the process prior to implementation. It is the Company's intent to administer the random testing program in the same manner as it currently is for other areas of the Company.

The Union was assured that the testing pool for the non-DOT covered testing group will be a single pool at an annual test rate of 25%, including all non-DOT covered employees represented by the Union from each of departmental areas where the testing is implemented. The Company also committed to providing the Union with 550 "quick" drug testing kits on a one-time basis after ratification of the new Agreement.

Nothing in this letter is intended to alter or diminish the Company's right to medically evaluate or test employees for cause at any time. It is hoped that the random testing across the Company will provide consistency on this issue and help to maintain a safe work environment that is free from the effects of substance abuse.

Very truly yours,

Jim O'Connor
VP, Employee & Labor Relations



JIM O'CONNOR
Vice President
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June 15, 2009

Mr. Steve Feldhaus
Business Manager
Local 1347
International Brotherhood of Electrical Workers, AFL-CIO

RE: Retirement Plan Agreement

Dear Mr. Feldhaus:

During the 2009 contract negotiations, representatives of the Company and Local Union 1347 of the International Brotherhood of Electrical Workers, AFL-CIO (the "Union") discussed the Company's desire for all employees to move to a common benefits program. The following outlines the agreement between the Company and the Union for providing employees with options for participation in the Cinergy Corp. Union Employees' Retirement Income Plan (the "Retirement Plan") and the Duke Energy Retirement Savings Plan for Legacy Cinergy Union Employees (Midwest) (the "Savings Plan").

Traditional Retirement Program Frozen:

Participation in the Traditional Program under the Retirement Plan will be frozen as of January 1, 2014 for certain employees. In this regard, active employees participating in the Traditional Program immediately prior to January 1, 2014 who have a combined age and years of service (i.e., vesting service under the Retirement Plan) ("Points") that totals less than 75 as of December 31, 2013 will automatically begin participating, as of January 1, 2014, in the "New Duke Retirement Program" under the Retirement Plan, which is substantially similar to the cash balance plan formula provided to legacy Duke employees and which is described in more detail in the mandatory conversion section below.

Voluntary Conversion Opportunity:

All active employees in the Traditional Program will be offered a voluntary window in 2009 to either elect to remain in the Traditional Program or to participate beginning January 1, 2010 in the New Duke Retirement Program, as described in the voluntary conversion section below.

Voluntary Conversion to the New Duke Retirement Program: The retirement benefits of those who voluntarily elect to move to the New Duke Retirement Program during the above-mentioned voluntary window will be as follows:

Part A Benefit (Part A): The pension plan benefit that employees will earn under the Traditional Program will be based on their participation service as of the "day before conversion date" and their final average monthly pay (including accrued vacation) at retirement (not the date of conversion). This Part A benefit will also be payable in a single lump sum, following termination of employment which single lump sum will be calculated using actuarial assumptions (i.e., interest rate and mortality table) determined in the sole discretion of the Company from time to time to the extent permitted by applicable law. For informational purposes only, the interest conversion rate currently resets annually on January 1 for distributions commencing in that year, based on the applicable interest rate published by the IRS for the prior August. In accordance with the Pension Protection Act, the interest conversion rate is being transitioned from the 30-year treasury rate to a three-tiered corporate bond rate.

AND

Part B Benefit (Part B): On the "conversion date," employees will start earning an additional pension plan benefit through a new formula that "mirrors" the cash balance benefit offered under the Duke Energy Retirement Cash Balance Plan. For purposes of clarity, such formula does not include "accrued vacation pay" in the definition of earnings.

The formula under the New Duke Retirement Program as of January 1, 2010 will be a pay credit equal to a percentage of earnings, which percentage is based on an employee's points under the following schedule:

Points	Percentage
0-35	4%
35-49	5%
50-64	6%
65+	7%

If an employee's earnings exceeds the Social Security Wage Base for a year, an additional pay credit equal to 4% of earnings above the Social Security Wage Base is made.

For purposes of clarity, years of service under the Retirement Plan (including years of service prior to participation in the New Duke Retirement Program) are taken into account in determining an employee's points under the New Duke Retirement Program.

The Company matching contributions provided under the Savings Plan for those who move to the New Duke Retirement Program will be enhanced to mirror the matching contributions provided under the Duke Energy Retirement Savings Plan. As a result, employees will be eligible to receive higher matching contributions on a broader definition of pay. The higher amount is a dollar-for-

dollar match on the first 6% of eligible pay (this includes base, overtime and annual incentive pay).

Mandatory Conversion to the New Retirement Program:

Mandatory conversion from the Traditional Program to a cash balance feature that mirrors the cash balance benefit offered under the Duke Energy Retirement Cash Balance Plan will be effective January 1, 2014 for employees who do not have 75 Points or more as of December 31, 2013 and have not voluntarily elected to participate in the New Duke Retirement Program. The benefits provided under the mandatory conversion will be substantially similar to those described above for a voluntary conversion with the following differences:

- a. The final average monthly pay for Retirement Plan purposes will not include any compensation (including accrued vacation) received after December 31, 2013 (i.e., no pay run up).
- b. Employees will not have the ability to choose a lump sum for their Part A benefit; only the current Traditional Program annuity options will be available for the Part A benefit.
- c. Employees can still grow in to the 85 points early retirement subsidy for the Part A benefit.
- d. Employees will receive the enhanced 401(k) plan matching contribution under the Savings Plan, as described above, once they mandatorily convert.
- e. "Accrued vacation pay" will be included in the definition of earnings but only for purposes of determining an employee's benefit under the cash balance formula of the New Duke Retirement Program.
- f. The portion of an employee's benefit that is earned under the Traditional Program cannot be distributed before the age of 50.

For purposes of clarity, active employees who have 75 Points or more as of December 31, 2013 and had elected to remain in the Traditional Program in 2009 will remain in the Traditional Program.

Employees Currently in the Cash Balance Plans and New Employees:

Employees who are currently in one of the Cinergy cash balance programs (i.e., Balanced or Investor) under the Retirement Plan will automatically transition to the New Duke Energy Retirement Program effective on January 1, 2010. For this group, the New Duke Retirement Program will include participation in a cash balance pension benefit that mirrors the benefits provided under the Duke Energy Retirement Cash Balance Plan, and an enhanced 401(k) plan matching contribution under the Savings Plan that mirrors the matching contribution provided under the Duke Energy Retirement Savings Plan. Employees who are hired prior to the transition date described

immediately above will participate in an existing cash balance formula under the Retirement Plan (i.e., the Balanced or Investor Program) and transfer to the New Duke Energy Retirement Program at the transition date in the same manner as other current employees. Employees who are hired on or after the transition date described immediately above will participate in the New Duke Retirement Program.

Profit Sharing and Incentive Matching Contributions

Once an employee is covered by the New Duke Retirement Program, he or she will no longer be entitled to profit sharing contributions (if they were previously in the Balanced or Investor Program) or incentive matching contributions (if they were previously in the Traditional Program). If an employee moves to the New Duke Retirement Program other than on the first day of a calendar year, he or she will not be eligible for an incentive matching contribution but will be eligible for a pro-rated profit sharing contribution (if otherwise earned) for that calendar year.

Retirement Plan and Savings Plan

This agreement outlines certain benefits to be provided to employees represented by the Union. This agreement shall not be construed as limiting or restricting the right of the Company as to the manner of providing such benefits, including the right to amend, modify or merge the Retirement Plan and/or Savings Plan.

Very truly yours,



Jim O'Connor
VP, Employee & Labor Relations



April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Amendment to A-61 "Retirement Plan Agreement" Letter

Dear Mr. Reilly:

During the 2014 negotiations, the Company and the Union discussed changes to the Company's retirement programs. This letter sets forth the changes that were agreed to by the Company and the Union.

Retirement Benefits for New Hires

For employees hired or rehired on or after January 1, 2015, the Company will provide an annual contribution to the Duke Energy Retirement Savings Plan ("RSP") in the amount of 4% of the employee's annual compensation (including base, overtime, and incentive compensation) in accordance with the RSP plan documents. Such newly hired or rehired employees also will be eligible for the Company-provided matching contribution equal to 100% of the before-tax (and Roth) contributions made up to 6% of eligible pay in accordance with the RSP plan documents on the same basis as employees hired prior to January 1, 2015. Employees hired or rehired on or after January 1, 2015 will not be eligible to participate in the Cinergy Corp. Union Employees' Retirement Income Plan (the "Pension Plan").

Cash Balance Interest Credit

The cash balance interest credit rate under the Pension Plan for pay credits made on and after January 1, 2015 will be based on a 4% interest rate (0.327% monthly equivalent interest rate). For purposes of clarity, the cash balance interest credit rate applies to cash balance participants and the Part B benefit for participants who have a Part A (traditional) and Part B (cash balance) pension plan benefit. The Part A (traditional) portion of the participant's benefit will not be affected by this change.

Pension Plan Benefit for Long-Term Disability


A participant who starts receiving long-term disability benefits on or after July 1, 2015 will receive interest credits under the Pension Plan's cash balance formula while disabled, but will

not receive pay credits while on LTD, in accordance with the Pension Plan documents. This change will not apply for any individual who starts receiving long-term disability benefits before July 1, 2015, or participates under the traditional formula, or for the Part A benefit for participants who have a Part A (traditional) and Part B (cash balance) pension plan benefit.

The complete provisions of the Company's retirement plans are set forth in the plan documents. In the event of a conflict between any other communication and the plan documents themselves, the plan documents control.

It is thought that this letter accurately describes the agreement reached by the parties regarding amendments to Sidebar Letter A-61 relating to retirement plan agreements.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay R. Alvaro". The signature is written in a cursive style with a large initial "J" and "A".

Jay R. Alvaro
Director, Labor Relations



REVISIONS TO THE SABBATICAL VACATION BANK AND VACATION CREDITS PROGRAMS FOR IBEW 1347 EMPLOYEES

Effective January 1, 2010, the Vacation Bank and Vacation Credit Programs will be phased out over a 4 year period ending on December 31, 2013.

The Changes:

Sabbatical Vacation Program (Employee Banked Time):

- The sabbatical banking program will be eliminated for employees who are younger than 47 years old as of December 31, 2009.
- Employees who are 47 years old or older as of December 31, 2009 will be eligible to continue banking vacation until 12/31/2013, up to the limits described on the schedule below.
- Employees who have already banked more than the maximum amount of vacation based on the schedule below (including any vacation and service credits) cannot bank more after 12/31/2009, but will be grandfathered with the amount they have banked.
- No additional banking will be permitted after 12/31/2013. The last opportunity to bank vacation will be in December 2013.
- Banked vacation will be paid out at the final rate of pay at retirement.

Vacation Credit Program:

- Employees will be eligible to receive one week of vacation credit each year beginning at age 51, up to their annual vacation entitlement. A maximum of 240 hours will be awarded.
- Employees who are at least 51 years old as of 12/31/2013 will continue to receive vacation credits up to the lesser of their annual vacation entitlement or the schedule below.
- The vacation credit program will be modified for employees who are younger than 51 years old as of December 31, 2013. Those employees "only" hired prior to January 1, 1997 will receive their vacation credits up to the amount of vacation time they were eligible for as of January 1, 2005.
- Vacation credits will be paid out at the final rate of pay at retirement.

Service Credit Program:

- Employees will continue to receive one week of "service credit" added to their vacation bank in years 32 and 33 of employment in lieu of time off until December 31, 2013. Effective January 1, 2014, employees will be granted a 6th week of vacation time off during their 32nd and 33rd year of employment in lieu of a week of service credit.
- An employee who has already reached their maximum of vacation bank before January 1, 2014 will receive their 6th week of vacation as "time-off" in lieu of a service credit in years 32 and 33 of employment.
- Service credits will be paid out at the final rate of pay at retirement.

The Schedule:

Age as of 12/31/2009	Maximum Banked Vacation Weeks (including vacation and service credits)
47	10
48	10
49	10
50	12
51	14
52	16
53	18
54	20
55	22
56+	22


Jim O'Connor

June 15, 2009



JIM O'CONNOR
Vice President
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June 15, 2009

Mr. Steve Feldhaus
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Short Term Disability Issues

Dear Mr. Feldhaus:

During the 2009 negotiation meetings, the Union expressed concern about delays that have occurred and delayed pay of employees who have attempted to gain approval for Short Term Disability (STD) benefits.

The Union was assured that in situations where employees experience administrative delay in the approval process for initiating or extending STD pay, they may request use of available vacation pay and/or personal days to avoid the temporary loss of pay due to the delay. The requests are subject to management approval, but under normal circumstances they will be granted. When the Company's third party administrator approves STD retroactively, the pay coding for those days will be amended to reflect the payment of STD and the vacation and/or personal day hours will be added back to the employee's total amount of unused days for that calendar year.

It was also agreed that after the conclusion of the 2009 negotiations the Company would make arrangements for the union leadership to meet with company representatives and a representative from the third party administrator of STD, to explore how improved understanding of the process and better communication may help to prevent unnecessary delays to STD approval in future cases.

Very truly yours,

Jim O'Connor
VP, Employee & Labor Relations

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Partial Day Vacations & Vacation Carryover

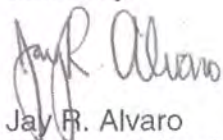
Dear Mr. Kirk:

During the 2017 negotiation meetings, the committees for the Company and the Union discussed the use of vacation in less than whole day increments and vacation carryover.

The Company agreed that upon ratification of the 2017 Agreement, department managers will review their individual work groups and where it will not disrupt normal operations, at their discretion, permit requests for partial day vacations in increments of one-half the employee's scheduled work day. However, use of the half-days is limited to two whole days (four half-days) per calendar year for use either at the start or end of the work day. It was further agreed that requests for these partial days must be made at least five calendar days prior to the date requested and must be approved by supervision. However, because of extenuating circumstances, a partial day off with less than a five calendar day notification may be approved by an employee's supervisor.

It was also agreed that henceforth employees entitled to a vacation may carryover up to a maximum of 80 hours of vacation into the next year. The amount of carryover vacation available in any calendar year may not exceed the 80 hour maximum. Use of vacation carried over may be taken any time during the following calendar year, subject to approval by supervision and the terms outlined in the Agreement for vacation use.

Sincerely,



Jay R. Alvaro
Director, Labor Relations



JIM O'CONNOR
Vice President
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June 15, 2009

Mr. Steve Feldhaus
Business Manager
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International Brotherhood of
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4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Union Employee Incentive Plan (UEIP)

Dear Mr. Feldhaus:

During the 2009 negotiations, the parties discussed additional incentive pay opportunities for employees represented by IBEW 1347 in conjunction with the transition to the New Retirement Program, and agreed that, during the term of the 2009 through 2014 Agreement, the following shall apply:

1. All employees who volunteer or are mandatorily converted to the New Retirement Program under the Cinergy Corp. Union Employees' Retirement Income Plan (the "RIP") will have an annual incentive opportunity with a 5% maximum (2% minimum, 3% target, 5% maximum) payout level.

2. All employees who participate in the Traditional Program under the RIP will continue to have their current annual incentive opportunity with a 2% maximum (1.0% minimum, 1.5% target, 2% maximum) payout level.

Very truly yours,

Jim O'Connor
VP, Employee & Labor Relations

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
2100 Oak Road
Cincinnati, Ohio 45241

Re: Overtime Guidelines

Dear Mr. Kirk:

During the 2017 negotiation meetings, the committees for the Company and the Union discussed the following process for contacting employees in Distribution Construction & Maintenance (Overhead and Underground, excluding Electric Trouble), Transmission Lines and Brecon Heavy Equipment, for call-out overtime and for evaluating overtime responsiveness.

When the Company determines that a call-out is required, management will contact employees at the appropriate Operation Centers and will document the call and the response. The size of the crew will be the determination of management.

Overtime Lists

The Company will maintain and utilize one overtime list for the purpose of identifying employees for scheduled and unscheduled overtime opportunities. Selection will be based on the lowest amount of overtime hours worked and waived. The Company will discontinue the use of separate lists.

The Company will also maintain an Out of Town list for the purpose of identifying employees who will be contacted for emergency work assignments performed out of town requiring an overnight stay. Employees will be contacted based on the lowest amount of overtime hours worked. Hours accumulated will be carried by each individual from location to location and from classification to classification. New hires will be averaged into the list. Assignments for emergency overtime opportunities involving work for other utilities not owned or operated by Duke Energy, will be made on a voluntary basis based on overtime hours worked.

Hours will be considered waived when the employee fails to respond and/or declines the overtime opportunity. Hours charged as waived will be based on the lowest amount of time worked by the responding crew member(s).

If it is necessary to assign overtime to someone, the employee(s) will be assigned based on the lowest amount of overtime hours worked. Nothing in this letter will preclude an Operations Center from determining qualifications for specific assignments.

Call-out Responsiveness Rate

A call-out is defined as a contact or attempted contact by the Company to an employee who is not currently working for the purpose of performing work. The response rate expectation for the above-referenced work groups shall be reviewed quarterly based on a rolling 12 (twelve) month average. An average response rate of at least 33% must be maintained by each employee. The response rate shall be calculated based on the employee's cumulative responses during the rolling twelve-month period.

Call-out Responsiveness Measures

- Employees will provide the Company with accurate contact information and keep contact information up to date.
- Employees will be contacted, via contact information they provide, to report for job assignments.
- If Management determines the need for a "preferred volunteer" crew at an Operations Center, employees will be able to volunteer for the "preferred volunteer" crew and that crew(s) will be contacted before utilizing the overtime list.
- After contacting the preferred volunteer crew at an Operations Center, if additional resources are needed, employees will be contacted in order based on low overtime hours (worked and waived).
- If an Operations Center does not have a preferred volunteer crew, employees will be contacted in order based on low overtime hours (worked and waived).
- Employees that accept or decline an unscheduled overtime work assignment or an out of town work assignment (at any facility or location owned and/or operated by the Company) will be credited a "response" or a "non-response" as appropriate.
- Employees that accept or decline an unscheduled overtime work assignment for a utility not owned or operated by the Company, will not be credited with a "response" or a "non-response".
- Employees held at the end of a regularly scheduled work day for overtime assignments, will not be charged with a "non-response" if after being released from that overtime assignment, they are subsequently called for an overtime assignment and are unable to respond.
- Employees held over by the Trouble Desk for additional work following a scheduled overtime assignment, will be credited a "response" or a "non-response" as appropriate.
- During emergency work assignments, an employee will receive a maximum of one response or non-response as appropriate, for the duration of the event.
- The response rate will be calculated on actual call-outs and responses to those call-outs based on the above criteria. A minimum of eight call-outs are required for the calculation of the response rate.

- Employee(s) who have been unavailable for call-out due to time off work protected by applicable law or Company policy and who do not have the minimum eight call-outs and 9 months of full duty will not have response rate calculations until they meet both requirements. The 9 months of full duty availability do not have to be consecutive months.
- Employees will be eligible to receive an incentive award based on a call-out response rate to be determined.

Employees failing to maintain at least a 33% response rate will be subject to progressive corrective action beginning with an oral warning. Any particular corrective action will remain in effect and subject to further corrective action, until the employee has met the call-out responsiveness rate expectations in four consecutive quarterly reviews after that action. In addition, he/she may not be permitted to travel out of the Ohio/Kentucky service territory on emergency work assignments unless approved or designated by the Supervisor.

Employees who were under the 33% response rate in the previous review period, will not be subject to corrective action again if they remain under the required response rate at the subsequent review because they were not contacted for the minimum number of overtime opportunities.

If the Customer Average Interruption Duration Index (CAIDI) has not improved by July 1, 2019, the Company reserves the right to initiate a one-time reopener with the Union solely concerning these overtime guidelines, during the term of the Agreement.

Based on the foregoing, this letter supersedes any prior letters or agreements among the parties relating to this matter. It is thought that the above adequately describes the parties agreement on this matter.

Sincerely,



Jay Alvaro
Director, Labor Relations



April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Temporary Assignments at Other Locations

Dear Mr. Reilly:

During the 2014 negotiations, the parties discussed temporary assignments by maintenance employees within Midwest Commercial Generation and Regulated Generation.

When it is necessary to temporarily assign a Hoist Operator, Material Services Team Member, Maintenance Services Team Member, a Maintenance Technician, a Maintenance Journeyman, or a Maintenance Apprentice to a generating facility other than their regular headquarters, the Company will make the assignment in accordance with Article V, Section 9 of the Collective Bargaining Agreement. For employees in the above mentioned classifications who receive less than a twenty-four hour notice of a temporary change in location, the Company will provide premium pay for all straight time hours the employee actually works at the new location, up to twenty-four hours after the notice was provided. To prevent stacking of benefits, such premium pay will not be provided when employees already are receiving overtime compensation for hours worked at the new location. No notice is required when the above referenced employees are returning to their regular headquarters.

The administration of this provision in no manner restricts the right of the Company to have an employee report to another location or facility temporarily once they have reported to work at their regular headquarters. In this case, no premium will be paid when the employee begins and ends their regularly scheduled shift at their assigned headquarters.

It is thought that this letter accurately describes the parties' agreement relating to a temporary change in reporting location.

Sincerely,

A handwritten signature in black ink that reads 'Jay R. Alvaro'.

Jay R. Alvaro
Director, Labor Relations



April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Retirement Savings Plan Changes for Traditional Pension Plan Participants

Dear Mr. Reilly:

During the 2014 negotiations, the Company and the Union discussed the benefits provided to traditional plan participants under the Duke Energy Retirement Savings Plan ("RSP"). This letter sets forth the related changes that were agreed to by the Company and the Union during the 2014 negotiations.

Matching Contribution

The Company agreed that, effective January 1, 2015, the matching contribution formula applicable under the RSP for traditional pension plan participants will change to the following: Each pay period, the Company will match 100% of each eligible traditional plan participant's before-tax and/or Roth contributions (excluding "catch-up" contributions) contributed to the RSP for the pay period for up to 4% of his/her eligible pay, plus 50% of the eligible traditional plan participant's before-tax and/or Roth contributions (excluding "catch-up" contributions) contributed to the RSP for the pay period for up to the next 1% of his/her eligible pay. For purposes of clarity, traditional plan participants will not be eligible to receive incentive matching contributions for periods after the 2014 plan year.

Compensation

The Company agreed that, effective January 1, 2015, the definition of eligible pay for purposes of determining the amount of traditional plan participants' before-tax, after-tax and/or Roth contributions (including "catch-up" contributions) under the RSP will be expanded to include incentive pay, as well as base pay, unused vacation pay (when paid) and overtime pay, which are currently included in eligible pay. For purposes of clarity, there will be no change to the definition of eligible pay used to determine the amount of Company matching contributions made on behalf of the traditional plan participants under the RSP, which definition only includes base pay and unused vacation pay (when paid).

It is thought that this letter accurately describes the agreement reached by the parties regarding the RSP.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay F. Alvaro". The signature is stylized with a large initial "J" and "A".

Jay F. Alvaro
Director, Labor Relations

April 2, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Safety Shoe Policy

Mr. Reilly:

During the 2014 negotiations, the Company and the Union discussed the new Safety Shoe Policy describing appropriate footwear to be worn by employees in certain departments as referenced in this letter.

To facilitate compliance, the Company will provide an initial reimbursement for existing employees and subsequent new hires as described below for employees to purchase two (2) pairs of boots that meet the requirements for their position.

1. The Company will reimburse employees in Transmission C&M and Distribution C&M for reasonable expenses associated with the initial purchase of two pairs of boots.
2. The Company will provide reimbursement not to exceed \$300 for the initial boot purchase for employees in Fleet Services, Supply Chain, and Metering Services.
3. Employees will not be eligible for this initial reimbursement if they were previously provided reimbursement by the Company for two pairs of compliant boots to ensure that there is no duplication or stacking of benefits for this purpose.

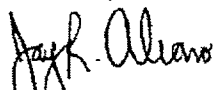
Going forward, employees in the above referenced groups, will be eligible to receive reimbursement not to exceed \$300 every two years for the purpose of replacing worn boots. Employees are expected to manage their boot allowance as they deem best, provided that reimbursement will not exceed \$300 every two years.

Employees are expected to purchase footwear from a vendor of their choosing that meets the requirements for the type of work they are required to perform in compliance with departmental requirements. Employees are required to wear compliant footwear at all times when they are working. Individual business units may choose to implement variations of the policy with respect to specific shoe requirements based on the work environment in that department and reimbursement approach.

Prior to any reimbursement, employees are required to provide a copy of the receipt and also proof that the boots meet the departmental standards. It is the Company's expectation that this reimbursement will be sufficient for employees to maintain protective footwear for work purposes. Employees who experience legitimate damage to their boots related to work activities, as determined by Management, should contact their supervisor to make arrangements for replacement.

It is expected that impacted employees will be in compliance with the Company's new Safety Shoe Policy by July 1, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay F. Alvaro". The signature is written in a cursive style with a large initial "J".

Jay F. Alvaro
Director, Labor Relations



April 01, 2017

Mr. Andrew Kirk
Business Manager
International Brotherhood of
Electrical Workers, Local Union No. 1347
2100 Oak Road
Cincinnati, Ohio 45241

Dear Mr. Kirk:

During the 2017 negotiations, the Company and the Union discussed the Safety Shoe Policy describing appropriate footwear to be worn by employees in certain departments as referenced in this letter, and the reimbursement process. The reimbursement amount specified in this letter, replaces the \$150 reimbursement outlined in Sidebar Letter A-76 (Generation Foot Protection Policy). All other provisions of Sidebar Letter A-76 remain in effect.

To facilitate compliance, the Company will provide an initial reimbursement, not to exceed \$200, for new hires within the Field Services Division (Telecommunications) and Fossil Hydro Operations (FHO) for one (1) pair of boots that meet the requirements for their position.

Existing employees, in the above referenced groups, will be eligible to receive reimbursement not to exceed \$200 when they are next eligible to receive reimbursement by the Company, for the purpose of replacing worn boots.

Going forward, employees in the above referenced groups, will be eligible to receive reimbursement not to exceed \$200 every two years, for the purpose of replacing worn boots. Employees are expected to manage their boot allowance as they deem best, provided that reimbursement will not exceed \$200 every two years.

Employees are expected to purchase footwear from a vendor of their choosing that meets the requirements for the type of work they are required to perform in compliance with departmental requirements. Employees are required to wear compliant footwear at all times when they are working.

Prior to any reimbursement, employees are required to provide a copy of the receipt and also proof that the boots meet the departmental standards. It is the Company's expectation that this reimbursement will be sufficient for employees to maintain protective footwear for work purposes. Employees who experience legitimate damage to their boots related to work activities, as determined by Management, should contact their supervisor to make arrangements for replacement.

Sincerely,

Jay R. Alvaro
Director, Labor Relations

A-76



Duke Energy
189 East Fourth St.
Cincinnati, OH 45202

June 20, 2013

Mr. Donald Reilly
Business Manager
Local Union No. 1347
International Brotherhood
of Electrical Workers
4100 Colerain Avenue
Cincinnati, Ohio 45223

RE: Transportation Senior Servicer Wage Rate

Dear Mr. Reilly:

Reference is made to our recent conversation regarding the starting wage rate and wage progression for the Transportation Senior Servicer job classification. This is an entry level position with a starting wage of \$12.50 per hour. Per our discussion, the Company is adjusting the minimum wage rate to \$17.00 per hour. As with other entry level positions, the Company reserves the right to increase or decrease the minimum wage rate based on market conditions.

In addition, we discussed that after the successful completion of their probationary period, employees in this classification will receive an increase to \$0.65 below the maximum wage rate for this classification. At this point, the wage progression will be as outlined in the Collective Bargaining Agreement and the Patrick P. Gibson Letter.

I believe that this letter accurately describes our conversation regarding this issue. If you are in agreement, please sign and return this letter to me.

Very truly yours,

Michael A. Ciccarella
Labor Relations Consultant

For the Union:

Don Reilly
Business Manager, Local 1347, IBEW

6/24/13
Date



Duke Energy
139 East Fourth St
Cincinnati, OH 45201

January 15, 2014

Mr. Donald Reilly
Business Manager
Local Union No. 1347
International Brotherhood
of Electrical Workers
4100 Colerain Avenue
Cincinnati, Ohio 45223

RE: Revised Material Services Team Member Job Description - EBS

Dear Mr. Reilly:

Reference is made to our meeting held on January 10, 2014 to discuss the Company's intent to revise the East Bend Material Services Team Member job description. Originally established in 1997, this position encompassed the Coal Yard Helper, Conveyor Operator, Mobile Equipment Operator, and Assistant Fleet Operator. The duties of the Assistant Fleet Operator, of which the wage rate of the MSTM is equal to, are no longer being performed.

The minimum wage rate for the revised MSTM will be \$14.49 (currently \$12.23) per hour, and the maximum rate will equal the maximum hourly rate for Wage Level 15 which is currently \$29.94. The minimum wage rate is not subject to the annual wage increase, and the Company reserves the right to raise minimum rate at its discretion. Employees may be placed at a higher wage rate based on education and experience as follows;

Education	Years of Directly Related Experience					
	None	>1 Year	>3 Years	>5 Years	>8 Years	>10 Years
Two year technical degree plus related work experience.	\$ 14.49	\$ 16.04	\$ 17.58	\$ 19.13	\$ 20.67	\$ 20.67
Some advanced education (>1 year) non-degreed in related courses or degree in non-related course or 1 year trade degree	NQ	\$ 14.49	\$ 16.04	\$ 17.58	\$ 19.13	\$ 20.67
High School Graduate or equivalency.	NQ	NQ	\$ 14.49	\$ 16.04	\$ 17.58	\$ 19.13

Directly related work experience = experience in Heavy Equipment Operations, Material Handling Operations, Landfill Activities including Surveying Skills, and Basic Maintenance Skills in a Generating Station or other industrial facility requiring similar knowledge and abilities.

Article III, Section 7 (f) of the Collective Bargaining Agreement will not apply to this position in regard to establishing an employee's wage rate. Existing employees accepting this position will have their hourly rate established according to the table above based on experience and education. All other provisions of Article III, Section 7 (f) apply.

Mr. Don Reilly
January 15, 2014
Page 2

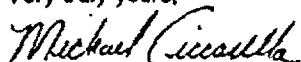
Current pay structure, which is associated with the Skills Qualification Plan, is no longer supported. Going forward, pay progression will be as follows:

- A) Employees will be evaluated and given a pay increase every six months as provided for in the "Patrick P. Gibson Letter" dated December 29, 2000.
- B) Intent is for employees starting at the minimum rate of pay to reach maximum pay in five years.
- C) In lieu of the \$0.10 increase as provided for in the Collective Bargaining Agreement each increase will be determined by taking the difference between the entry and maximum wage rate and dividing by ten. The merit increase amount will be adjusted annually in conjunction with the General Wage Increase.
- D) Increase is to be based on satisfactory performance. Factors to be considered are attendance, job performance, completion of required training, and disciplinary record.
- E) If a merit increase is denied, the employee will not be eligible for an increase until the next scheduled increase.
- F) Employees on short term disability, military leave, or leave of absence greater than thirty days may have the merit increase delayed by the length of time equal to the absence. This provision will be applied consistent with the Family & Medical Leave Act, and all other applicable laws and company policies.

This agreement in no manner restricts the Company from revising this job description in the future. If the job description is modified at a future date, all applicable provisions of the Collective Bargaining Agreement will apply.

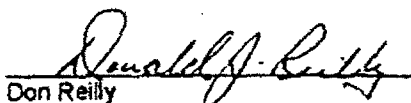
I believe that this letter accurately describes our conversations regarding this issue. If you are in agreement, please sign and return this letter to me.

Very truly yours,



Michael A. Ciccarella
Labor Relations Consultant

For the Union:



Don Reilly
Business Manager, Local 1347, IBEW

1-20-14
Date



Duke Energy
139 East Fourth St
Cincinnati, OH 45201

August 27, 2013

Mr. Donald Reilly
Business Manager
Local Union No. 1347
International Brotherhood
of Electrical Workers
4100 Colerain Avenue
Cincinnati, Ohio 45223

RE: Repair Specialist and Sr. Repair Mechanic Job Classifications

Dear Mr. Reilly:

Per our recent discussions the Company is modifying the Senior Repair Mechanic (#67567) job description. We agreed that the modifications are not significant enough to warrant a re-evaluation of this position and the wage rate will remain as established. Currently, this is Level 20 with a maximum rate of \$34.62 per hour.

We also discussed the re-classification of the sole remaining Repair Specialist. This employee, Michael Dieckmann, will be reclassified as a Senior Repair Mechanic (at the maximum rate of pay) on the first pay period after the Company receives a signed copy of this agreement. In accordance with the Collective Bargaining Agreement, this date will also be Mr. Dieckmann's classified seniority date.

I would like to emphasize that the Repair Specialist position is not being discontinued at this time and the Company reserves the right to fill future vacancies in this classification as business needs dictate. Furthermore, this agreement in no manner waives the Company's right under the Collective Bargaining Agreement to revise either job description at a future date.

I believe that this letter accurately describes our conversations regarding this issue. If you are in agreement, please sign and return this letter to me.

Very truly yours,

A handwritten signature in cursive script that reads "Michael Ciccarella".

Michael A. Ciccarella
Labor Relations Consultant

For the Union:

A handwritten signature in cursive script that reads "Donald J. Reilly".

Don Reilly
Business Manager, Local 1347, IBEW

8/27/13
Date



Duke Energy
113 East Fourth Street
Cincinnati, OH 45202

March 20, 2014

Mr. Don Reilly
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Mr. Steve Bowermaster
President
Local 5541-06
United Steelworkers
Todhunter Headquarters

Mr. John Waits
President
Local 12049
United Steelworkers
Valley View Headquarters

Re: Separation of Gas and Electric Customer Premise Work

Gentlemen:

In late 2013, the Company and the Unions resumed discussions concerning the separation of the workforce that performs combination gas and electric duties on customer premises.

As soon as practical and except as provided below, Service Delivery employees represented by IBEW Local 1347 will not be assigned to perform gas customer premise work, including but not limited to, disconnection of gas service for failure to pay. Further, Gas Operations employees represented by USW Locals 12049 and 5541-06 will not perform electric customer premise work, including but not limited to, disconnection of electric service for failure to pay. While the Company will determine the effective date of this agreement, separation will occur simultaneously for Gas and Electric employees.


However, the Company reserves the right to assign gas and electric customer premise work to the first responder who is qualified to safely perform the work, regardless of the

department or union affiliation of the first responder, when such work is necessary to protect life, property or continuity of service.

The separation of the gas and electric customer premise work will not cause wage levels to be re-evaluated at this time for employees assigned to perform gas or electric customer premise work. Employees will continue to be expected to comply with regulations and department work rules as determined by management, including but not limited to, home site reporting expectations.

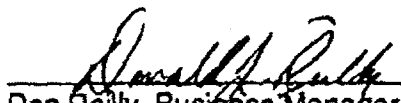
Based on the foregoing, this letter supersedes any prior letters or agreements among the parties relating to this matter. It is thought that the above adequately describes the parties' agreement on this matter.

Sincerely,

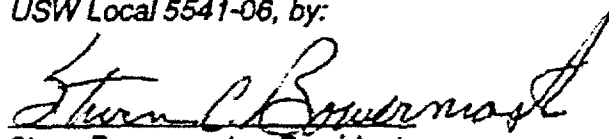

Jay R. Alvaro
Director, Labor Relations

AGREED TO BY:

IBEW Local 1347, by:


Don Reilly, Business Manager

USW Local 5541-06, by:


Steve Bowermaster, President

USW Local 12049, by:


John Waits, President



April 01, 2017

Mr. Andrew Kirk
Business Manager
International Brotherhood of
Electrical Workers, Local 1347
2100 Oak Road
Cincinnati, Ohio 45241

Re: Lineperson Program

Dear Mr. Kirk:

Reference is made to the parties efforts and discussions related to the hiring of Linepersons. This correspondence will supersede all previous correspondence pertaining to this subject.

Employees hired into the Groundperson or Lineperson C classification will be provided training and required to progress satisfactorily through the Lineperson sequence to the Lineperson "A" job classification in accordance with timeframes provided below, excepting legally protected time off that may delay progression.

Groundperson	3-6 months
Lineperson C	15-18 months
Lineperson B	24-27 months
Total apprenticeship time	42-51 months

New employees with prior line experience hired into the Lineperson Program from outside of the Company or transferred from within the Company will be employed with the understanding that the promotional principle of the Lineperson Program will be the controlling condition from the time they enter the Lineperson sequence until they become a Lineperson "A".

Employees are required to successfully progress to remain employed in the Lineperson Program. Inability to successfully progress means that two successive written examinations, or two successive practical demonstrations were not passed as determined by the Company. The employment of an individual who does not progress satisfactorily will be terminated.

Commercial driver's license (CDL) Driver's Training will be given to employees entering the Program. If an employee does not pass the driving CDL test, consideration will be given to retesting the employee based on the existing circumstances and the trainer's evaluation of the employee's driving aptitude and potential. Employees are expected to successfully acquire a CDL license within their first 6 months of employment.

Employees in the Lineperson Program will be required to successfully demonstrate pole climbing aptitude throughout their training and progression. Any individual who does not exhibit climbing aptitude satisfactory to supervision will be subject to immediate termination.


Employees in the Lineperson Program will be assigned to an Operations Center based on the Company's staffing requirements, the employee's seniority status, and the employee's headquarter preference.

Employees will not be permitted to bid to other headquarters until they have successfully completed all the necessary skills and training and the Company has certified that the employee is qualified for promotion to Lineperson B. In order to effectively implement the required promotional principle, all employees in the Lineperson Program should submit a bid sheet to Labor Relations at least once a year for all locations and positions. In order for this program to work effectively, the Company will assign the senior qualified employee to an available opening, if such employee has not submitted a bid for consideration on all possible openings and locations for the posting being processed. This procedure is contrary to the established practice that the junior qualified employee is assigned to a position when no eligible employees have submitted bids for a particular job.

An employee in the Lineperson job sequence will be permitted to cross bid from one location to another except when such employee is a probationary employee, a Groundperson or a Lineperson "C". Employees generally will not be upgraded during their training, absent business necessity as determined by management in accordance with Article V, section 20 (a).

To the extent that this letter is inconsistent with the job descriptions and program procedures, the provisions of the letter shall prevail.

Sincerely,


Lisa A. Gregory
Human Resources Principal

cc: J. Sochacki
V. Huffaker
J. Wical



April 01, 2017

Mr. Andrew Kirk
Business Manager
International Brotherhood of
Electrical Workers, Local Union No. 1347
2100 Oak Road
Cincinnati, Ohio 45241

Dear Mr. Kirk:

This letter is to follow up on recent conversations held between the Union and management regarding concerns with potential conflicts of interest relating to the employment of relatives within 1 Distribution Force-Midwest (1DF-MW) and the Transmission organization.

As we discussed, the Company has an Employment Policy that prohibits conflicts of interest resulting from the employment of relatives. The "Employment of Relatives" section of the Employment Policy states in relevant part:

For purposes of this policy, a relative is defined as an employee's spouse, domestic partner, brother, sister, parent, child, grandparent, grandchild, niece, nephew, aunt, uncle, including similar "step-relationships" and these same relationships of the employee's spouse or domestic partner. Each situation will be evaluated on an individual basis.

A supervisor may not directly or indirectly manage his/her own relatives or those of his/her spouse or domestic partner (i.e., signature is required on performance management and/or salary actions). In addition, two or more relatives may not report to the same supervisor.

Effective after ratification of the 2017 Agreement, if a conflict arises or if the results of a bid identify the potential for a conflict of interest as described above, the Company will contact Union leadership to discuss possible solutions to resolve the conflict. Examples of solutions could include, but are not limited to, processing the bids as normal, processing the bids as normal and then allowing the employee to promote in place at their current work location, move the employee to one of their subsequent bid choices, etc. If the resolution results in creating a position, bids will be reevaluated to account for the newly created position. If the Company and the Union cannot mutually agree on a solution, within a reasonable amount of time, the Company reserves the right to move the employee to a location that does not create a conflict as described above.

Sincerely,

Lisa A. Gregory
HR Principal

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
4100 Colerain Avenue
Cincinnati, Ohio 45223

Re: Production Technicians

Mr. Kirk:

During the 2017 negotiations, the Company and the Union discussed the Production Technician job progression within the Fossil Hydro Organization (FHO) and the application of Article III, Section 7 (f) of the Collective Bargaining Agreement.

The skills required for the Production Technician are station specific, and given the five year training program, the Company has concerns with retention within this classification. As such, any employee entering this job classification after the ratification of the 2017 – xxxx Agreement, will not be permitted to apply for Duke Energy positions outside of the Production Group for a period of three years.

Sincerely,



Jay R. Alvaro
Director, Labor Relations

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
2100 Oak Road
Cincinnati, Ohio 45241

Re: Union Employees' Incentive Plan (UEIP) – Joint Committee

Dear Mr. Kirk:

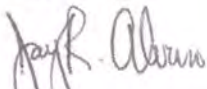
During the 2017 negotiation meetings, the committees for the Company and the Union discussed the goals associated with the Union Employees' Incentive Plan (UEIP).

The parties have agreed that, following the 2017 negotiations, a joint committee will be established to discuss the goals to be implemented in 2018 for represented employees working in the non-Generation areas of the business.

It is further agreed that the joint committee is not limited to consideration of goals relating only to safety. The joint committee discussions may result in goals being established by the Company for purposes of the UEIP, relating to safety and/or non-safety measures. Any goals resulting from such joint committee discussions will be established no later than March 1, 2018, and in any event will not be effective for the 2017 performance period. If the goals are not modified as a result of these discussions, the goals will continue to be based on safety.

This letter does not impact Sidebar Letter A-67 regarding the level of UEIP opportunities, which remains in effect.

Sincerely,



Jay Alvaro
Director, Labor Relations

April 01, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
2100 Oak Road
Cincinnati, Ohio 45241

Re: Leadperson – Senior Maintenance Electrician

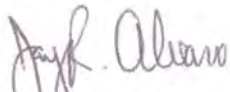
Dear Mr. Kirk:

During the 2017 negotiation meetings, the committees for the Company and the Union discussed the application of "Leadperson" within Substation for employees in the Senior Maintenance Electrician job classification.

The parties have agreed that following the 2017 negotiations, a joint committee will be established to meet and discuss the roles and responsibilities of employees within Substation Maintenance in the Senior Maintenance Electrician job classification. The committee will determine when the lead person premium is applicable and establish guidelines for the application of the Leadperson premium going forward. As stated in Sidebar Letter A52, the Leadperson role will encompass duties and responsibilities beyond those contained within Senior Maintenance Electrician job description.

It is further agreed that these guidelines will be established by no later than September 30, 2017.

Sincerely,



Jay Alvaro
Director, Labor Relations

cc: Donald Broadhurst
John Froehle

October 31, 2017

Mr. Andrew Kirk
Business Manager
Local Union 1347
International Brotherhood of
Electrical Workers, AFL-CIO
2100 Oak Road
Cincinnati, Ohio 45241

Re: Union Employees' Incentive Plan (UEIP) Goals

Mr. Kirk:

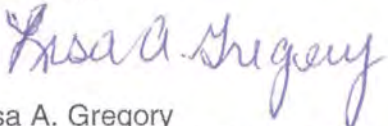
During the 2017 negotiations, the Company and the Union agreed to meet following negotiations to discuss the goals associated with the Union Employees' Incentive Plan for IBEW 1347 represented employees working in the non-Generation areas of the business.

As was agreed to, beginning with the 2018 performance period, the goals for those IBEW 1347 represented employees working in the non-Generation areas of the business, will be the applicable corporate goals (i.e. earnings per share ("EPS"), operational excellence and customer satisfaction) and organizational team goals, as determined, in its sole discretion, by the Company.

1. Eligible employees with a cash balance component in their Duke Energy Cash Balance Plan benefit or those employees with a Retirement Savings Plan benefit only, will be eligible for an annual incentive opportunity with a 5% maximum (2% minimum, 3% target, and 5% maximum) payout level based on corporate and team goals which may include safety, reliability, customer satisfaction or financial goals as established by the Company.
2. Eligible employees without a cash balance component in their Duke Energy Cash Balance Plan benefit will be eligible for an annual incentive opportunity with a 2% maximum (1% minimum, 1.5% target, and 2% maximum) payout level based on corporate and team goals which may include safety, reliability, customer satisfaction or financial goals as established by the Company.

It is thought that this letter accurately describes the parties' agreement relating to incentive opportunities.

Sincerely,



Lisa A. Gregory
Human Resources Principal

OUR VISION



SAFETYFirst

The graphic features a green triangle with a white border and a smaller blue triangle inside, positioned above the word "SAFETY" in a bold, blue, sans-serif font. The word "First" is in a green, sans-serif font.

DUKE ENERGY HEALTH AND SAFETY VISION

Our health and safety vision is aimed at cultivating:

A healthy and injury-free workplace, sustained by behaviors that consistently demonstrate our commitment to the welfare of each other, our contractors and to the communities we serve.

**CONFIDENTIAL PROPRIETARY TRADE
SECRET**

ATTACHMENT RHM-5(a)

FILED UNDER SEAL

**CONFIDENTIAL PROPRIETARY TRADE
SECRET**

ATTACHMENT RHM-5(b)

FILED UNDER SEAL

**CONFIDENTIAL PROPRIETARY TRADE
SECRET**

ATTACHMENT RHM-5(c)

FILED UNDER SEAL

2019 Trends and Issues in Utility Industry Compensation

May 2019

Utilities experiencing pressure on multiple fronts


“The Impact of Environmental Regulations on Power Generation”

-Power Magazine, December 2018

Challenging regulatory environment



Continued focus on core business growth / technology




“Utilities Speed Up Closure of Coal-Fired Power Plants”

-Wall Street Journal, January 2019


Growth in renewables



ESG Impact on Human Capital Management



Distributed energy / beyond the meter focus

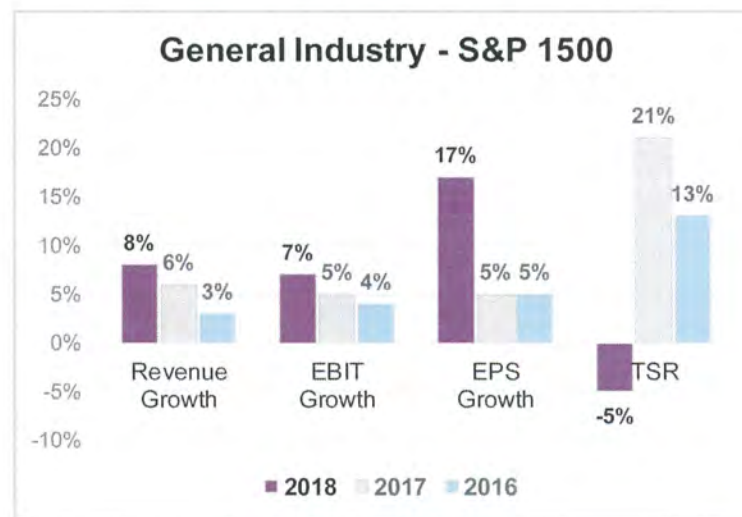
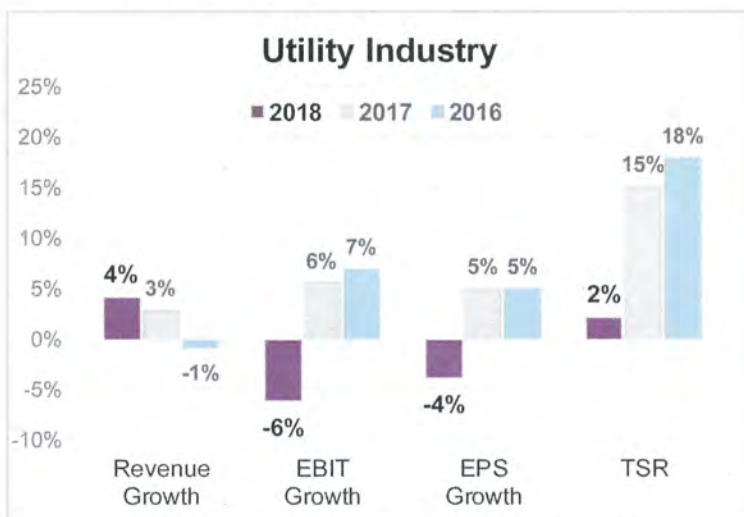


“California’s ‘smart’ energy future glows on the horizon – but how to get there?”

-CalMatters, February 2019

Utility financial performance was mixed in 2018 with weak shareholder returns

- Top-line growth for utilities slightly improved after several years of sluggish growth
- Earnings (both EPS and EBIT) experienced a decline and lagged the general industry
- While 2018 TSR was positive for utilities, it was well below prior years

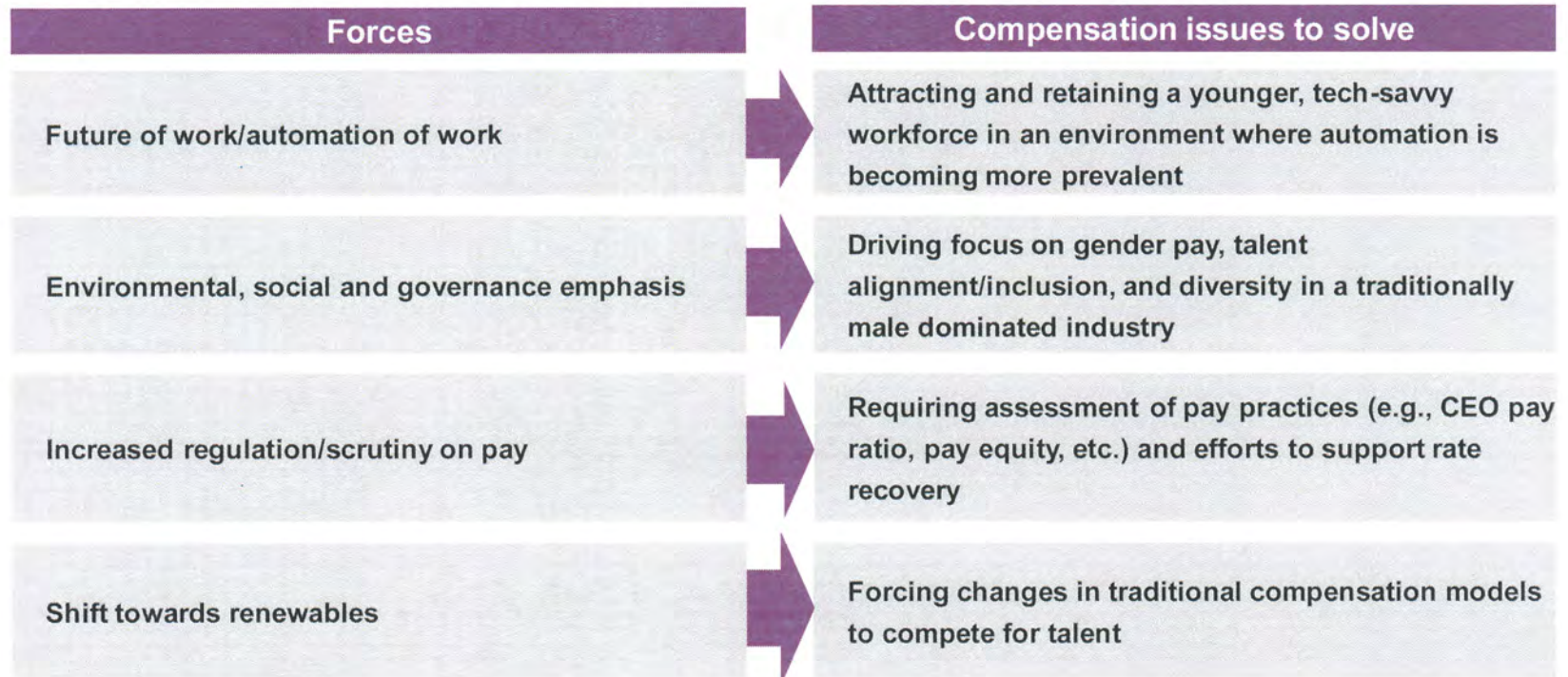


Source: S&P Cap IQ.

Note: 2017 and 2016 Utility Industry financial performance reflect prior years' peer groups.

Material compensation shifts not evident in 2018, but external pressures are a key force in driving utilities to reassess current program design

Pace of change in the industry and the need to attract and retain new talent is forcing utilities to revisit total rewards programs



Source: Utility Trends Pulse Survey.

Compensation Trends

Target compensation levels continued to increase, but at a slower pace

- Select utility peers granted substantially smaller long-term incentive awards in 2018 compared to 2017, impacting the median growth percentage of both long-term incentives and target direct compensation from 2017 to 2018

Pay Element	Median Change		
	2015-2016	2016-2017	2017-2018
Base Salary ⁽¹⁾	2%	3%	2%
Target Bonus ⁽²⁾	5%	3%	4%
Target Long-Term Incentives ⁽³⁾	10%	12%	2%

Target total direct compensation increased 3% in 2018 (compared to 11% in 2017)

Source: Proxy filings. See Appendix for participants.

Data reflects CEOs in the role for the past 36 months (19 of 24 companies) and represents median of variances.

(1) Base Salary includes annual pay

(2) Target Bonus includes target annual bonus set at the beginning of the year

(3) Target Long-Term Incentives include grant date value of stock options, restricted stock and performance plan awards

“Hot jobs” – based on year-over-year median salary increase

- The following positions were noted to have significant base salary increases from the prior year:

Executive Roles

Position	% change year-over-year at base salary median
Top Information and Cyber Security Executive	12%
Top Nuclear Services Executive	11%
Single Profit Center Head (nonregulated)	10%
Top Technology Infrastructure Head	10%
Top Nuclear Operating Executive	10%
Top Applications Development Executive	10%
Top Strategic Planning and Development Executive	9%

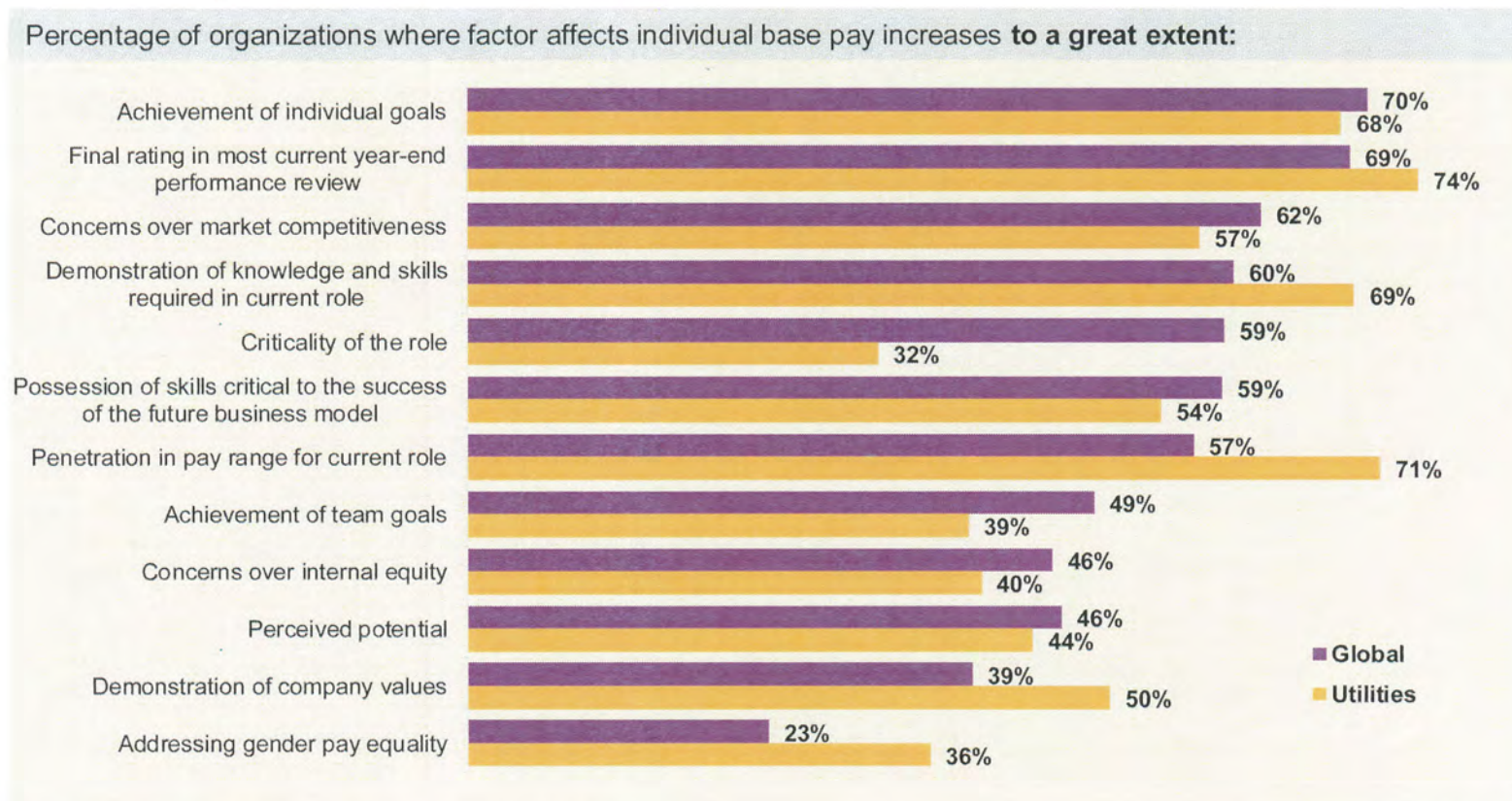
Non-Executive Roles

Position	% change year-over-year at base salary median
Nuclear Plant Operations Generalist	11%
IT Development Generalist	11%
Nuclear Quality Assurance Generalist	11%
IS and Cyber Security Development	10%
Application Development	10%
Nuclear Power Generation Technical Specialty	10%
Strategic Planning/Corporate Development Generalist	9%

Source: Willis Towers Watson 2018 Energy Services Compensation Surveys.

As base pay programs change, they are also getting more complex

- At most utilities, **six or more factors** impact base pay increases to a great extent today:



Source: 2018 Willis Towers Watson Getting Compensation Right Survey

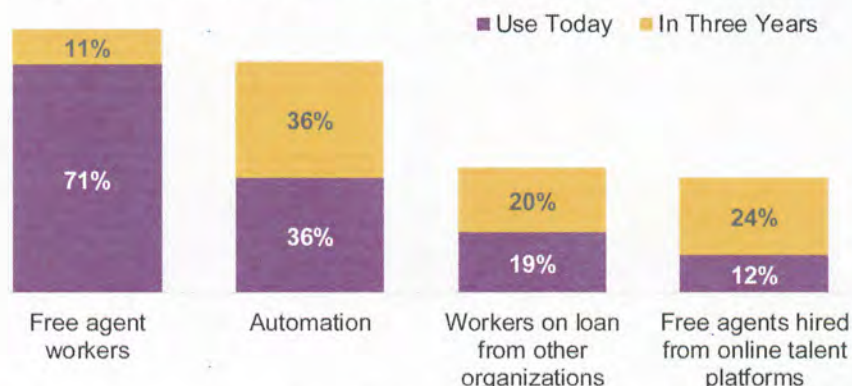
The move towards a more digital economy has disrupted traditional business models and increased the demand for digital talent

Landscape:

More than **9** out of **10** organizations are experiencing difficulty **attracting** and **retaining** professionals within **digital talent...** utilities are facing the same difficulties

As indicated in Figure 1, within the **next three years**, **automation** could be leveraged by **72%** of organizations, while the use of **free agents** further **increases** to **82%**

Figure 1. Current and planned usage of non-traditional work sources



Most important factors for attracting

61%	Cash compensation (including sign-on bonus)
58%	Reputation of the organization as a great place to work
54%	Interesting, challenging and varied work
49%	Flexible working arrangements
37%	Health and wellness benefits

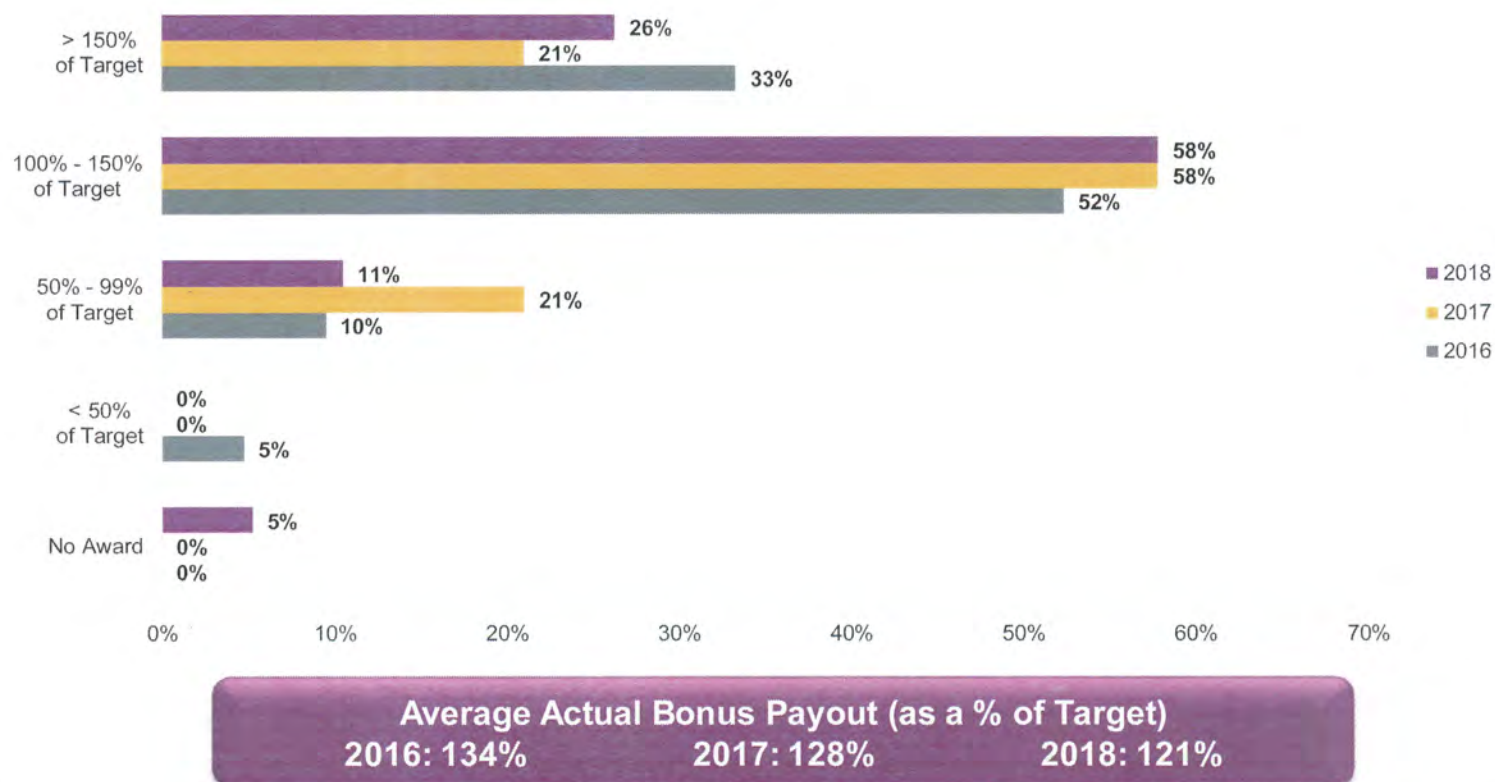
Most important factors for retaining

58%	Interesting, challenging and varied work
43%	Flexible working arrangements
42%	Reputation of the organization as a great place to work
39%	Cash compensation (including sign-on bonus)
35%	Learning and development

Source: 2018 Willis Towers Watson Digital Transformation Practices Report & 2018 Willis Towers Watson Artificial Intelligence and Digital Talent Compensation Survey – U.S.

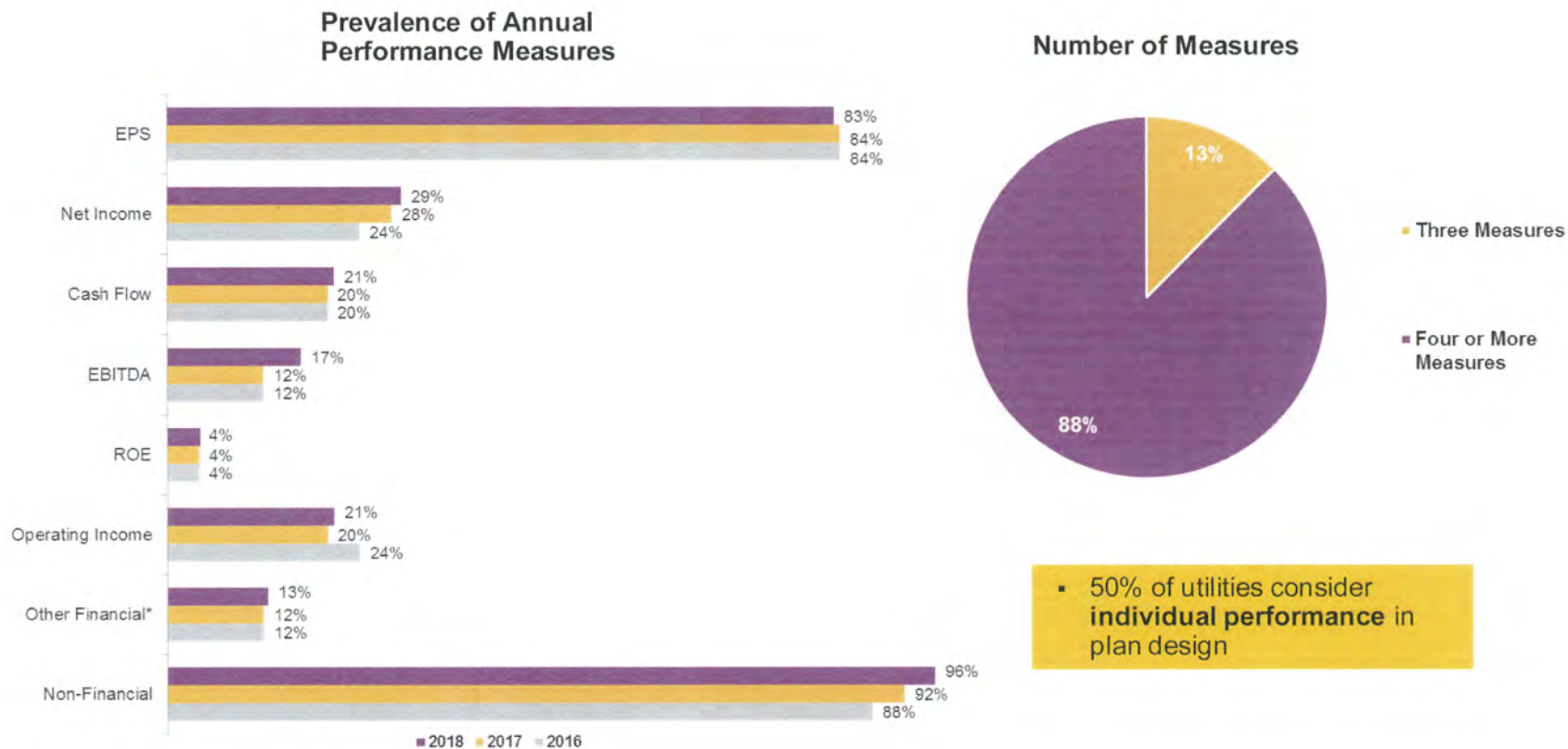
Bonuses are well above target, but are decreasing year over year

- The vast majority of utilities (80%) continued to pay CEO bonuses at or above target in 2018, similar to prior years; the average bonus is still well above target (121% of target, on average)



Source: Proxy filings. See Appendix for participants.

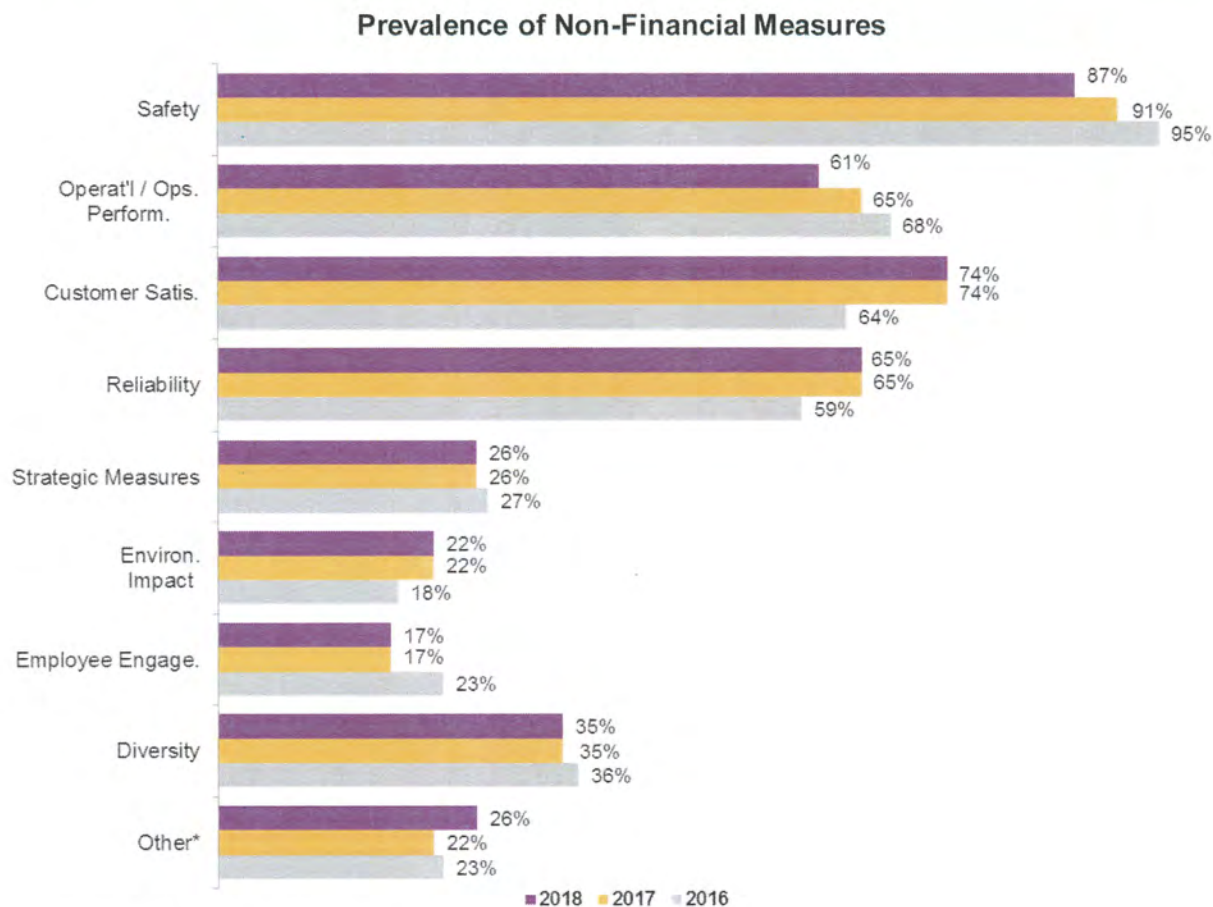
Annual incentive plan designs have not materially changed given need for “balanced” focus on financial and operational measures



Source: Proxy filings. See Appendix for participants.

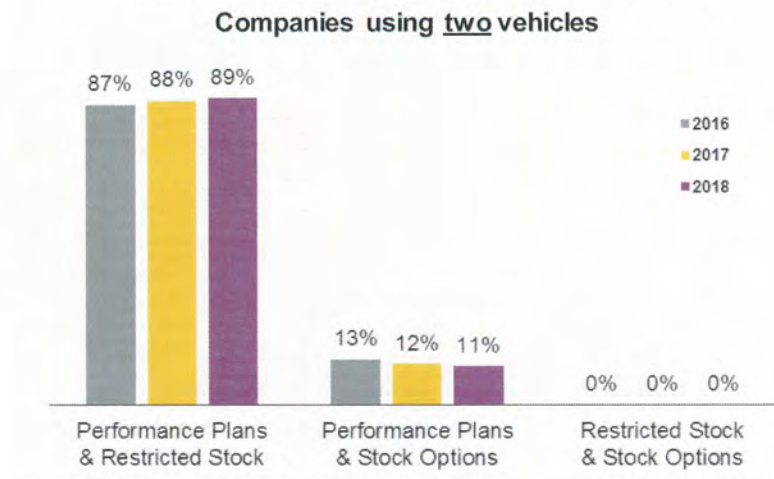
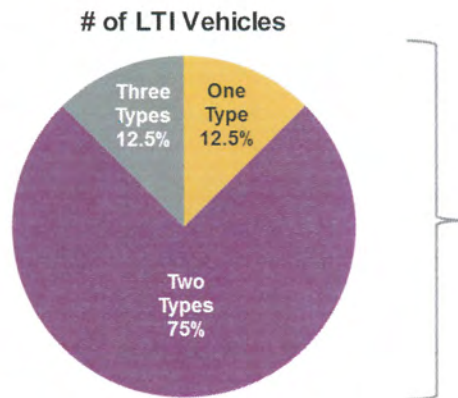
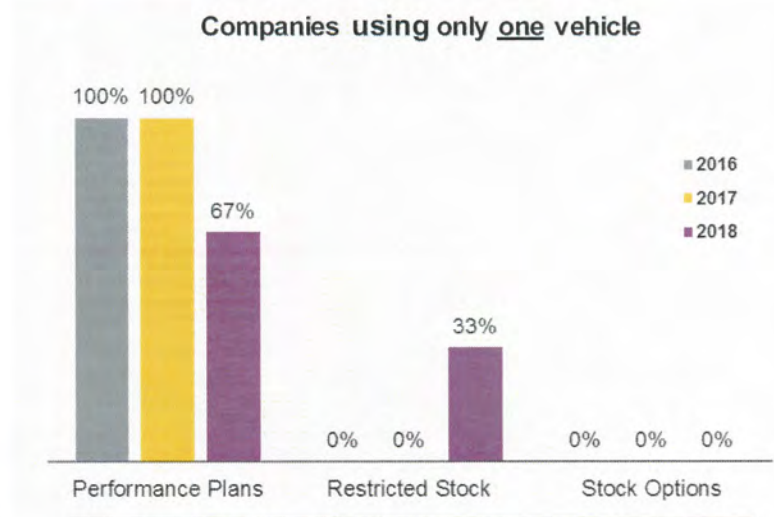
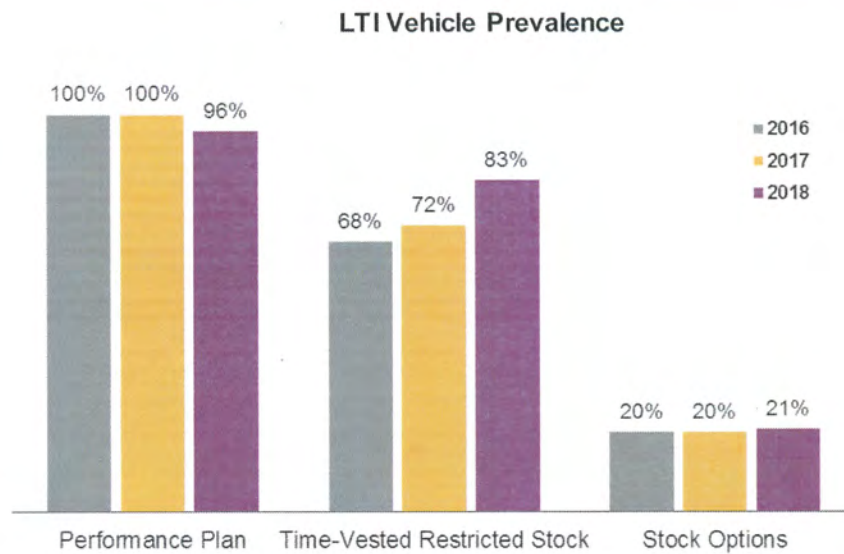
* Examples of “Other” include Capital Investment and Contracted Renewables Portfolio Growth.

Operational measures ensure focus on customers/ratepayers



Source: Proxy filings. See Appendix for participants.
* Examples of "Other" include cyber safety and affordability.

LTI reflects continued use of performance plans and restricted stock

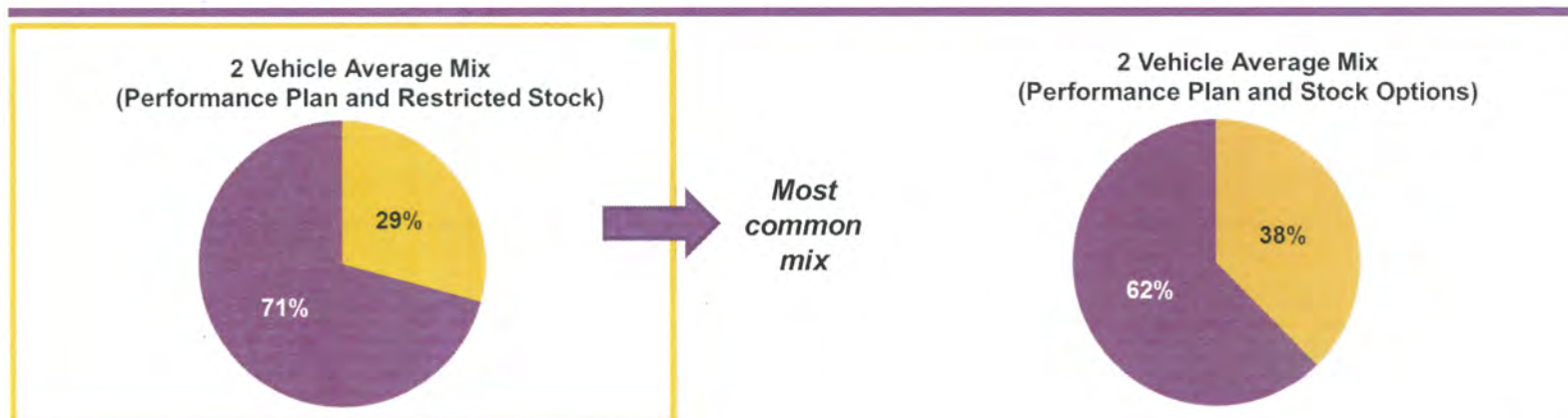


Source: Proxy filings. See Appendix for participants.

LTI award mix continues to emphasize performance-based awards

- Average LTI award mix is at least one-half performance-based
- Given the majority of companies use only 2 vehicles (71%), this mix swings to at least two-thirds performance-based

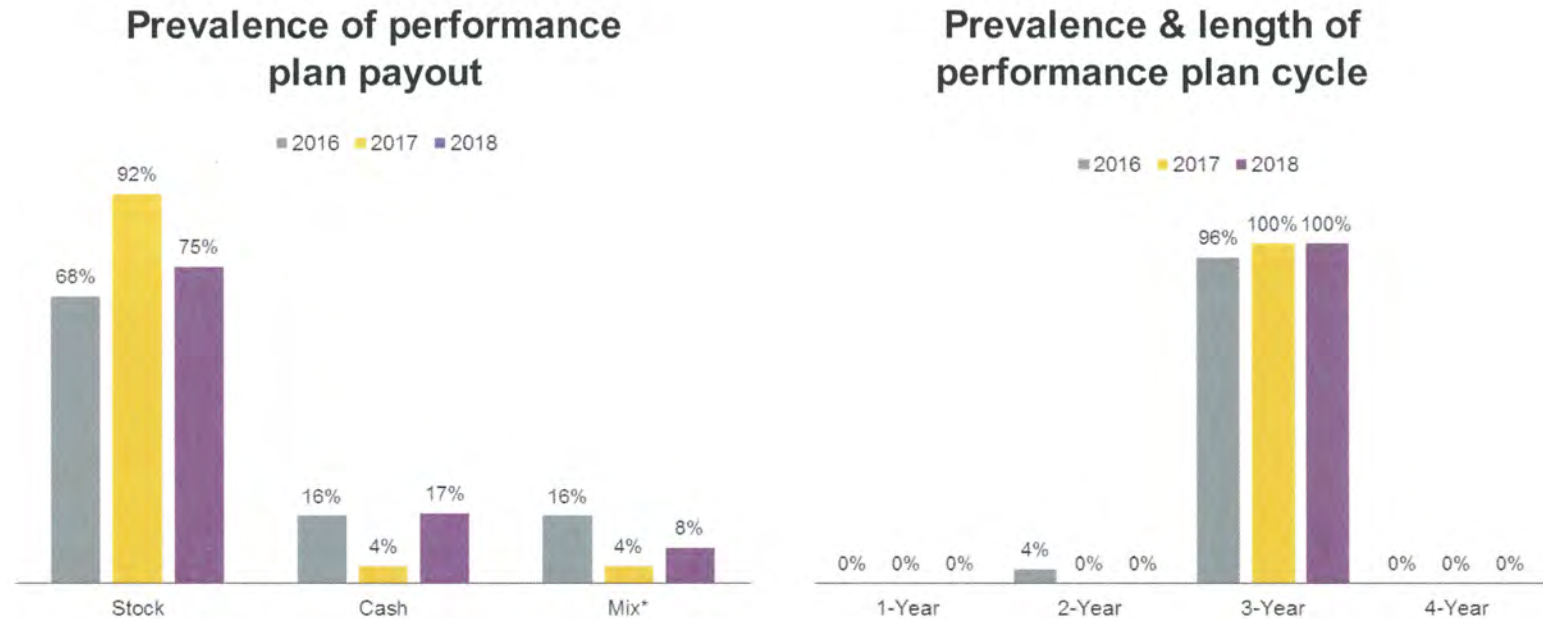
3 Vehicle Average Mix



Source: Proxy filings. See Appendix for participants.

Performance awards tied to three-year performance cycles

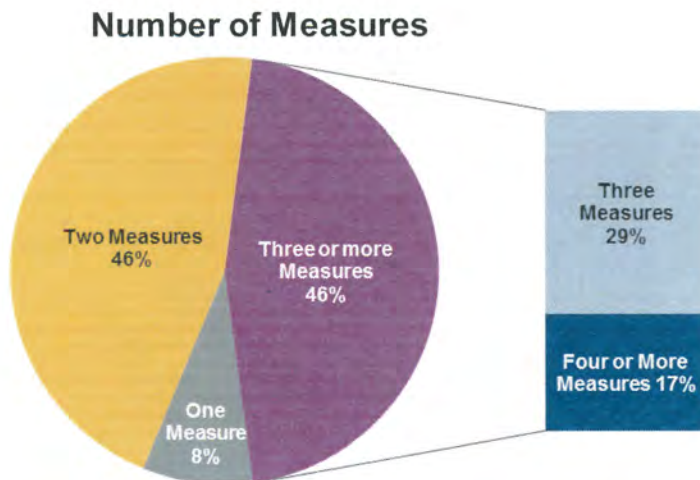
- Performance plans typically pay out in stock, based on a three-year performance cycle



Source: Proxy filings. See Appendix for participants.
* "Mix" refers to a mix of stock and cash.

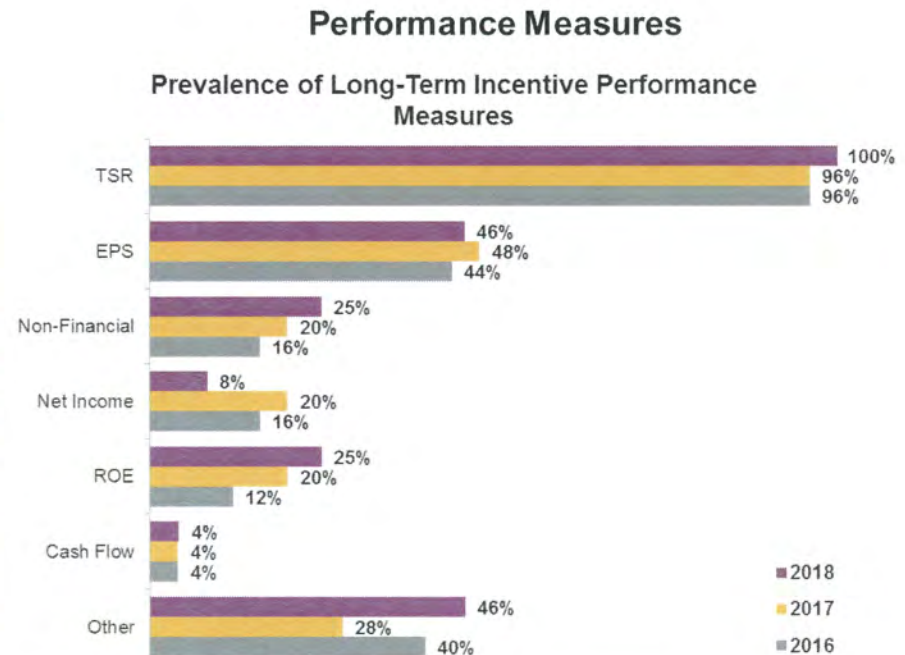
Multiple performance measures is the norm, with TSR being the most common measure

- More common “other” performance measures include Return on Invested Capital (ROIC), EBITDA, Funds From Operations (FFO), and Credit Rating



- 92% of companies use 2 or more measures
- 100% of companies use TSR

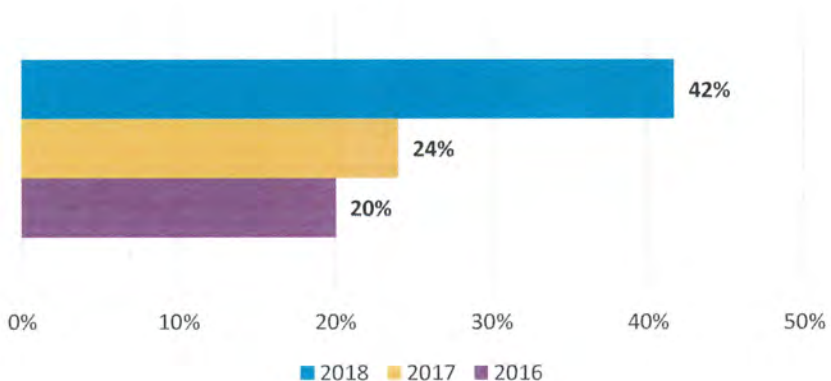
Source: Proxy filings. See Appendix for participants.



Increase in use of modifiers in performance plans continues

- Modifiers are becoming an **increasingly more common** design element of performance plans among utilities
 - Modifiers typically cap the maximum payout % of target if performance threshold for modifier is not achieved
 - For the few instances of reported adjustment % of modifiers, award payouts could be adjusted by approximately +/- 20% to 25% based on performance
- **TSR** is the most prevalent performance modifier
 - **Profit/income** and **return measures** are also utilized but less common

Prevalence of Modifiers Among Utilities Peer Group Companies



Year	Prevalence of TSR Measure Among Modifiers
2018	70%
2017	67%
2016	60%

Source: Proxy filings. See Appendix for participants.

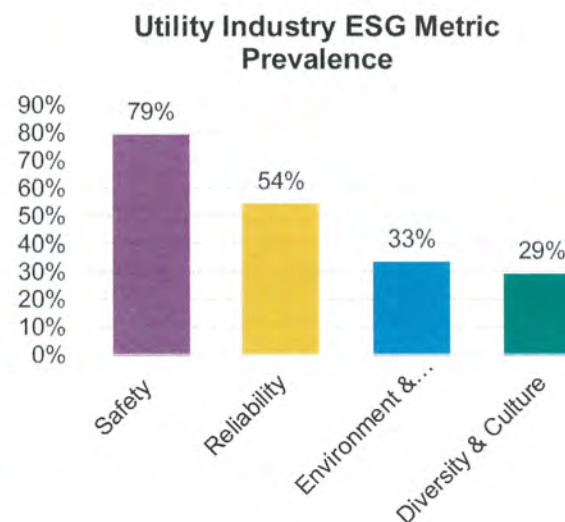
Aligning ESG with incentive design – utility industry leading the way

- Prevalence of Environmental, Social and Governance (ESG) related measures in utility company short and long-term incentive plan designs:

53% Use a fatalities, injuries or incidents metric to measure safety with a slightly smaller number using a DART, Days Away, Restricted Time or related metric (42%)

33% Use an environmental metric in their STIP or LTIP plans, with half specifically using renewable development

29% Have a diversity or culture related metric in their STIP, while none have an LTIP metric



Safety, by nature of the industry, is the most prevalent ESG metric category, however as investor opinions change on the environmental impact of operations, it is expected that pressure will increase to include environmental factors.

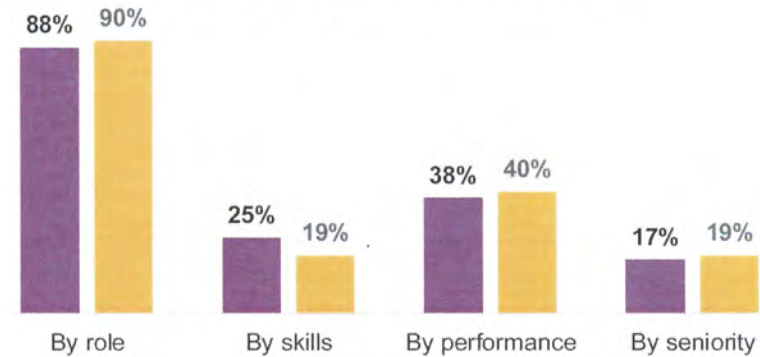
One out of five utilities have defined a formal Total Rewards philosophy for different segments of their workforce



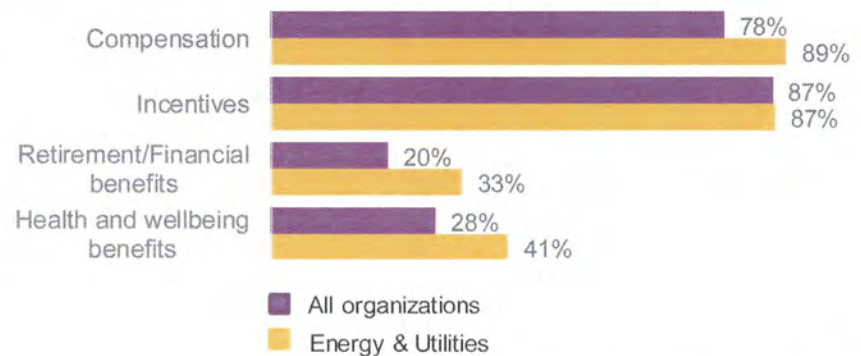
Energy & Utilities 20%

Percentage of organizations that responded Yes to above question.

On what basis do you segment your workforce?



Which Total Rewards elements do you differentiate?



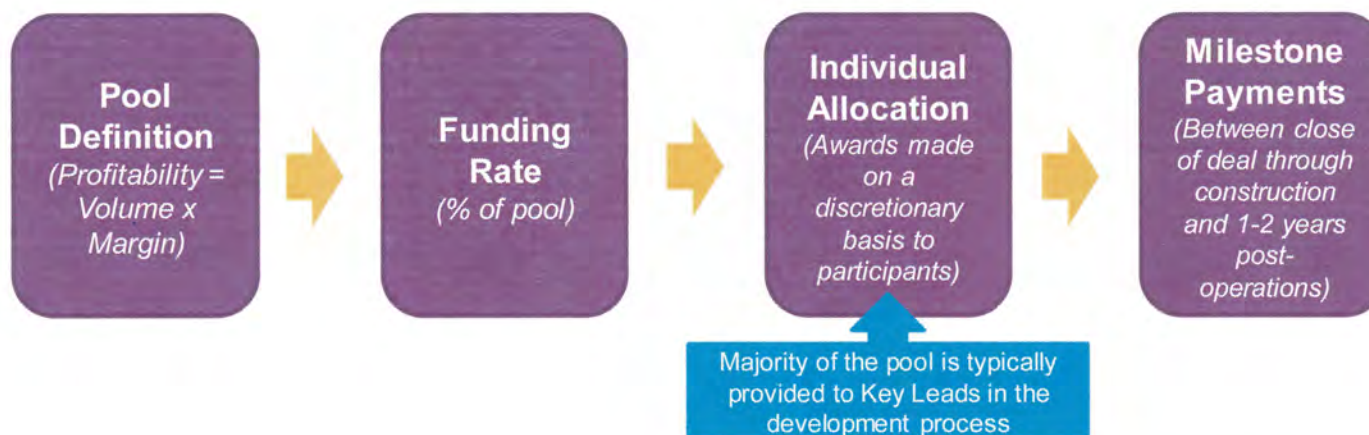
Source: 2018 Willis Towers Watson Modernizing Total Rewards Survey

Implications of Renewable Energy on Compensation

Renewable energy labor market compensation implications

- Tightening labor market, particularly for business development and specific supporting roles (e.g., project finance and engineering) with relevant industry experience
 - Variety of different organizations entering the industry, including traditional utility and energy, international power generation, infrastructure/asset managers and private equity, with different compensation models
- Increasing challenges with attraction and retention of key talent to deliver upon aggressive growth mandates
- Resulting in compensation pressures, including premium pay positioning (e.g., 75th percentile or higher) and **customized** incentive arrangements related to **development, construction and operations**
- The following summarizes a market-typical design of a customized incentive arrangement:

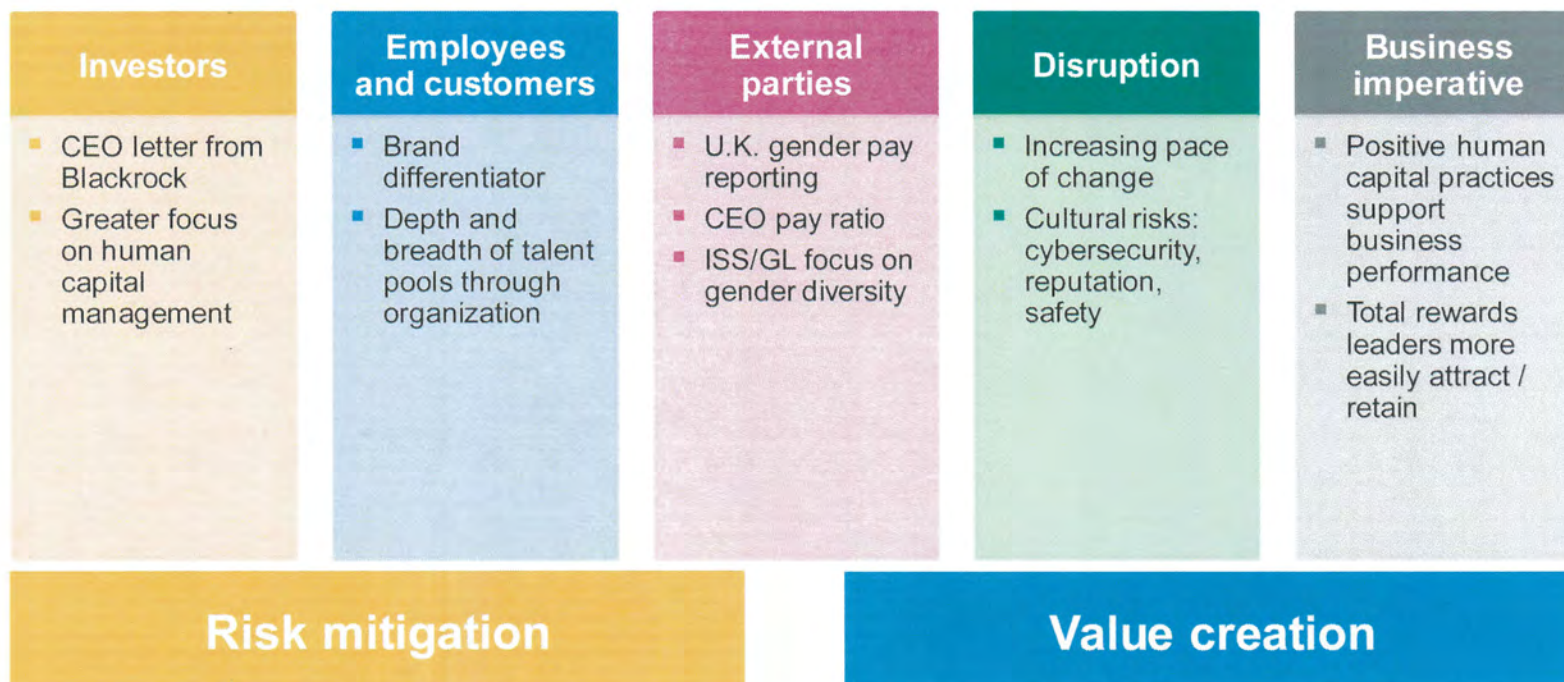
Illustrative – Pool-based Approach



Governance & Regulatory Trends (Utility and Broad-Industry)

The future of the Compensation Committee

Key drivers of the expanding role



The future of the Compensation Committee

Expanding role of compensation committees



Gender or fair pay

- What is the demographic mix of employees through the organization?
- Do we have pay gaps related to female and male employees in similar jobs?
- Do we have systematic or historical biases in our performance ratings and related pay decisions?



Future of work

- What are the technology advances impacting business strategy?
- What is the future of how work will get done and how do we need to be structured?
- Do we have the right skills and capabilities – do we need to buy or reskill?



Inclusion and diversity

- How does our employee base align with the future needs of the business?
- How do we encourage greater diversity throughout the organization?
- How do we build an inclusive culture where employees feel valued and included?



Culture

- What is the organization's culture and how can the board better understand it?
- How does the culture of the organization impact key issues such as cybersecurity, reputation and safety?
- Does our culture align with the risk tolerances of the organization?

Pay Equity has recently sparked large media focus as the Gender Pay Gap remains a hot topic and investors are acting on it

What it is

A detailed comparison of specific factors and the degree to which they are “predictors of individual pay”



What it does

Establishes a predicted range of pay for all employees and highlights those that are paid outside of that range



What it

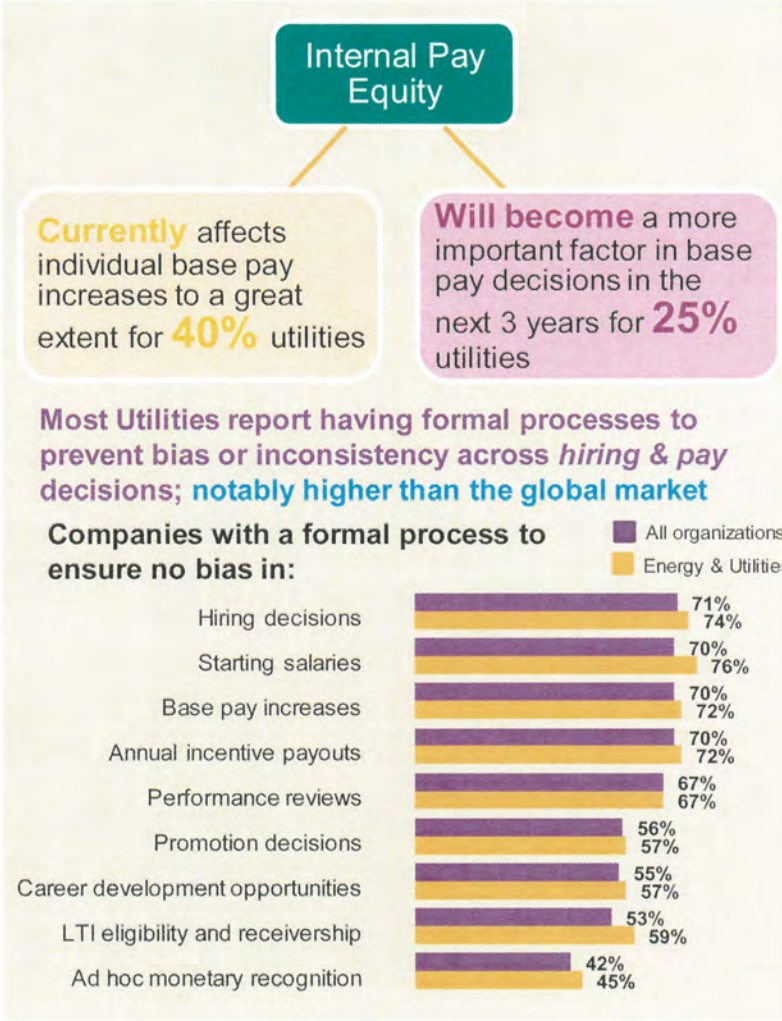
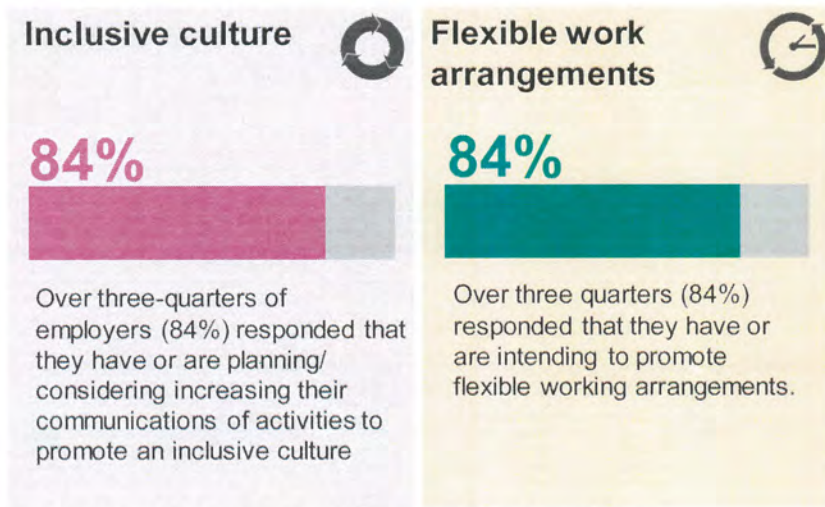
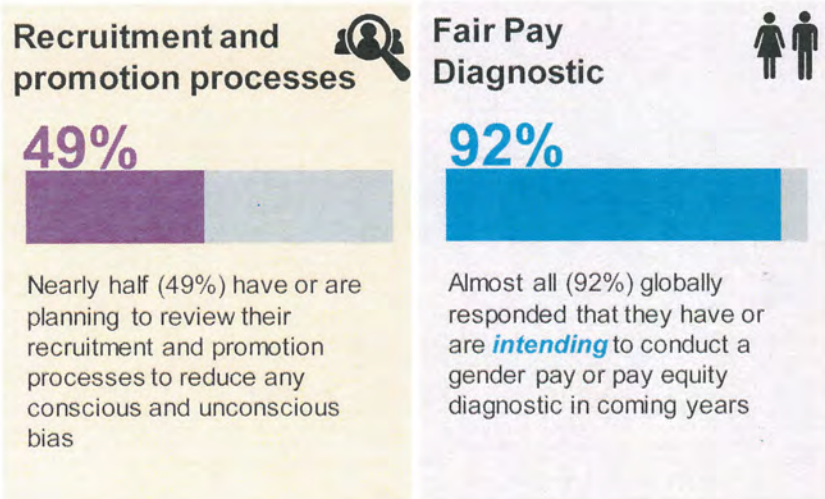
supports

Ensures programs are administered as designed and operate as intended



- **Fair pay** enables organizations to ensure their programs are accomplishing their goals and optimizing employee engagement
- It also helps to **uncover risks** in reward and talent administration, where plans might be creating unintended consequences, both from a regulatory and employee engagement perspective
- Pay fairness analysis is part of a **broader inclusion and diversity agenda**

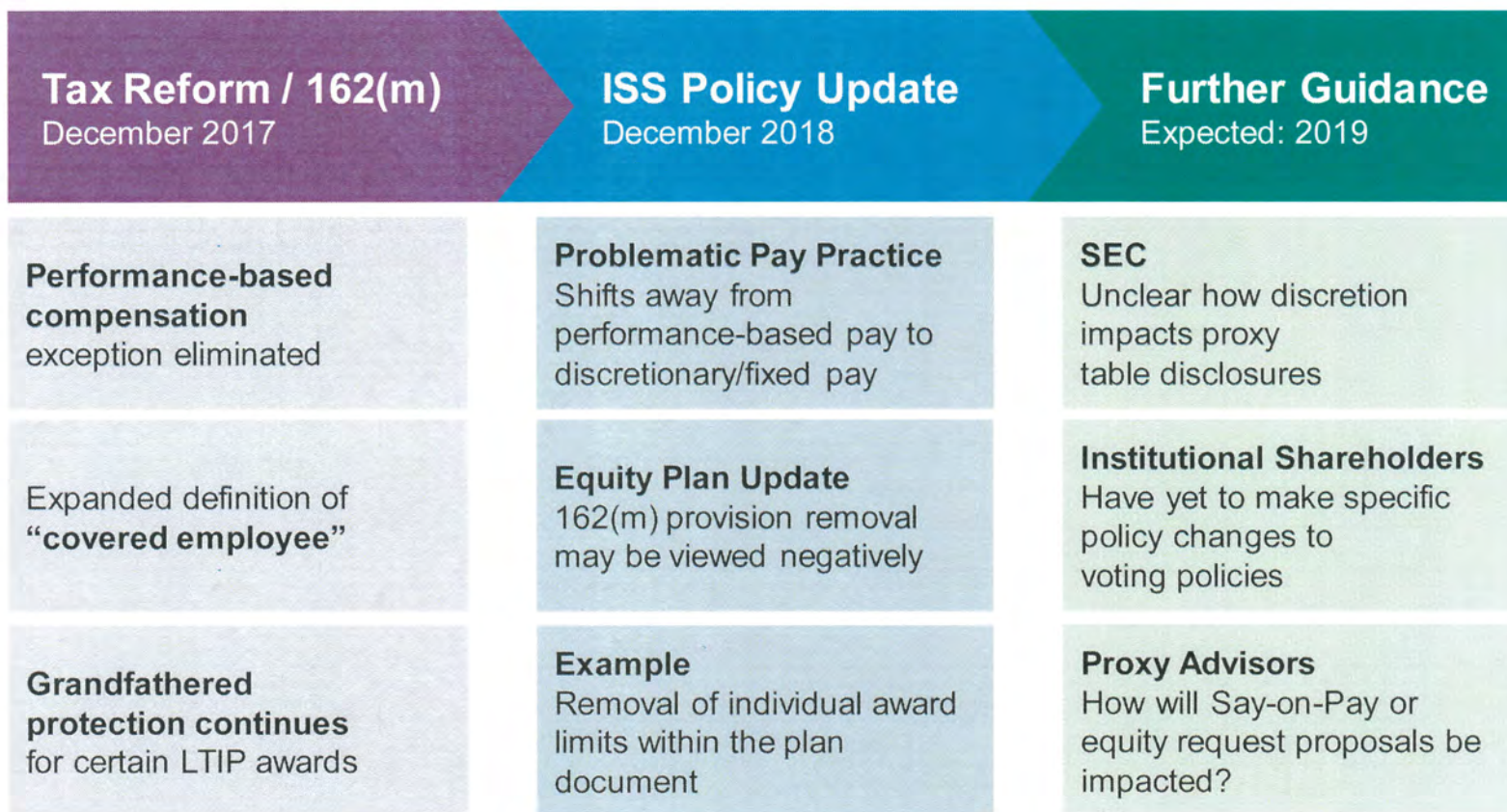
What utilities are doing to promote fairness:



Source: 2018 Willis Towers Watson Modernizing Total Rewards Survey

Section 162(m)

A timeline of 162(m) changes and views



Clawbacks

- Current recoupment provisions tend to cover two distinct areas:

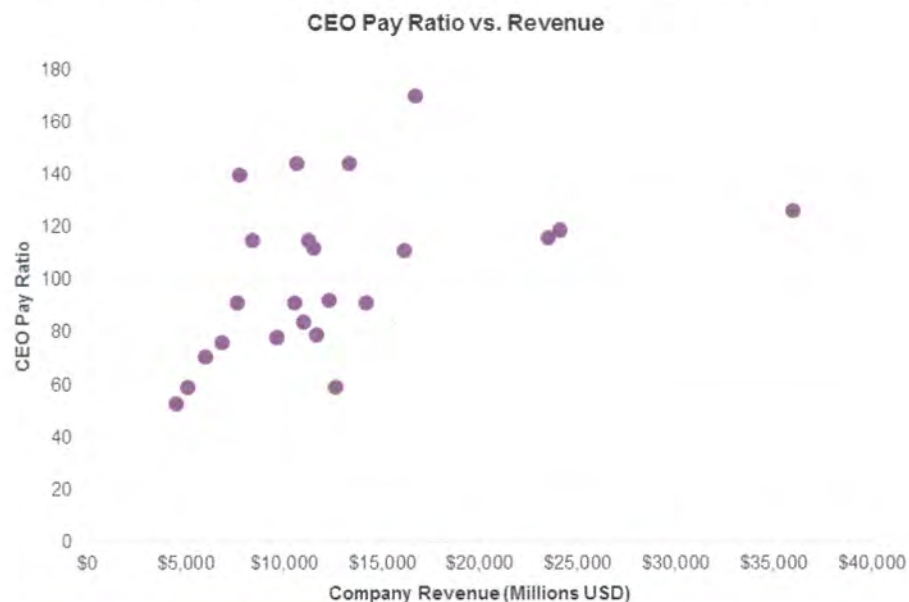
Forfeitures of long-term incentives permitted for inappropriate activity

Dodd Frank Lite (discretion permitted) misconduct/fraud PLUS financial restatement

- Some companies have expanded their policies based on:
 - Executive action or inaction causing “financial or reputational harm”
 - Violations of Company Code of Ethics – #MeToo issues
- Dodd Frank clawbacks are still looming, even with a GOP-controlled SEC
 - A House bill is pending to require mandatory clawbacks and the proposed pay for performance disclosure
- Shareholder proposals for expanded clawbacks have been introduced in 2019 proxies

Utility industry CEO pay ratios continue to show wide disparity

- Even among the Top 24 utilities there are significantly disparate CEO pay ratios
 - Range of CEO pay ratios is 53 – 170 (median of 92)
 - Range of median pay is \$67,771 – \$166,888 (median of \$110,125)



*Willis Towers Watson, in accordance with the SEC's own guidance, does not recommend drawing any specific conclusions to peer comparisons on the CEO pay ratio on a standalone basis. The SEC has provided all companies significant flexibility in the estimates and assumptions used in their CEO pay ratio calculation. Therefore, each company's unique methodological choices and demographic compositions render CEO pay ratio comparisons meaningless without a similarly rigorous analysis on the underlying assumptions and choices used to derive these ratios. Willis Towers Watson can assist you in the additional research, data and context required to render any meaningful conclusions from a CEO Pay Ratio deconstruction analysis to uncover and explain potential relative differences between your company's CEO Pay ratio and peers.

Note: Calculation excludes data for UGI Corporation due to unavailability of fiscal year 2018 data.

How have CEO pay ratio disclosures changed since 2018?

Same Median Employee

39%



Just over one-third (39%) have used the same median employee from last year, highlighting changes in employee populations, compensation programs, and turnover as reasons

Supplemental Disclosure

17%

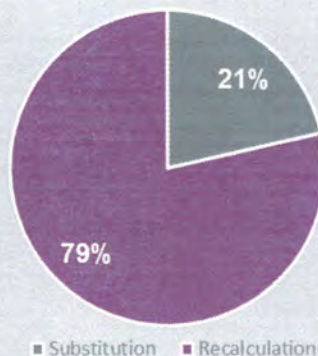


A very small number of companies included a supplemental disclosure (in addition to the mandatory) often stating subset populations (e.g. US only) with higher pay, and a would-be lower ratio

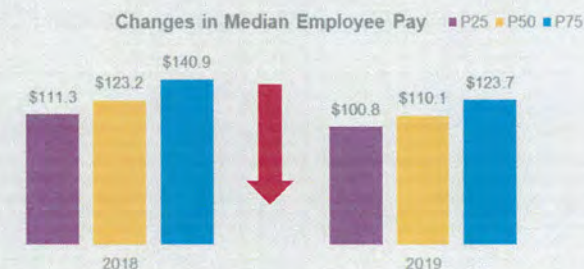
Substituting Similar Employees

Just under one-fourth (21%) of companies not using the same median employee have used the allowed "substitution" rule, where if the median employee from last year's calculation has terminated, and otherwise employee populations have not changed dramatically, you may substitute a similar employee from last year's calculation for the current years

Companies that did not substitute otherwise recalculated their median employees (79%)



Changes in Pay Ratio & Median Pay



Pay ratios are down across the board (down an average of 3 points), in line with lower overall CEO pay, however **median pay has also declined an average of 8%**, which could raise public question

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Trends in rate recovery for compensation



- Continued trend of commissions preferring a total rewards (compensation and benefits) benchmarking approach for seeking recovery
- Recovery of incentive plans still hindered as commissions want shareholders to bare the burden of costs related to financial metrics, but some commissions allowing recovery for financial based measures
- Some utilities that show their compensation levels and design are comparable to and competitive with utility peers are having success with incentive rate recovery in several states

Appendix

Appendix: Utility proxy peer group

Company	Ticker	Revenue (\$MM) ¹	Assets (\$MM) ¹ as of FYE	Market Cap (\$MM) ¹
AES Corporation	AES	\$10,736	\$32,521	\$11,976
Ameren Corporation	AEE	\$6,009	\$27,215	\$18,051
American Electric Power Co., Inc.	AEP	\$16,196	\$68,803	\$41,313
CenterPoint Energy, Inc.	CNP	\$10,589	\$27,009	\$15,394
CMS Energy Corp.	CMS	\$6,873	\$24,529	\$15,759
Consolidated Edison Inc.	ED	\$12,337	\$53,920	\$27,231
Dominion Resources, Inc.	D	\$13,366	\$77,914	\$61,282
DTE Energy Co.	DTE	\$14,212	\$36,288	\$22,854
Duke Energy Corporation	DUK	\$24,116	\$145,392	\$65,488
Edison International	EIX	\$12,657	\$56,715	\$20,174
Entergy Corporation	ETR	\$11,009	\$48,275	\$18,215
Eversource Energy	ES	\$8,448	\$38,241	\$22,513
Exelon Corporation	EXC	\$35,985	\$119,666	\$48,624
FirstEnergy Corp.	FE	\$11,261	\$40,063	\$22,060
MDU Resources Group, Inc.	MDU	\$4,532	\$6,988	\$5,077
NextEra Energy, Inc.	NEE	\$16,727	\$103,702	\$92,439
NiSource Inc.	NI	\$5,115	\$21,804	\$10,676
PPL Corporation	PPL	\$7,785	\$43,396	\$22,883
Public Service Enterprise Group Inc.	PEG	\$9,696	\$45,326	\$30,002
Sempra Energy	SRE	\$11,687	\$60,638	\$34,509
Southern Company	SO	\$23,495	\$116,914	\$53,466
UGI Corporation	UGI	\$7,651	\$11,981	\$9,634
WEC Energy Group, Inc.	WEC	\$7,680	\$33,476	\$24,946
Xcel Energy Inc.	XEL	\$11,537	\$45,987	\$28,904
25th Percentile		\$7,759	\$31,195	\$17,478
Average		\$12,487	\$53,615	\$30,145
50th Percentile		\$11,135	\$44,361	\$22,868
75th Percentile		\$13,578	\$62,679	\$36,210

Source: S&P Capital IQ.

1) Revenues and Assets are as of 2018 fiscal year end. Market Capitalization is as of March 31, 2019.

Appendix: Top attraction drivers – Energy & Utilities

What are the top five reasons a prospective employee would be attracted to your organization?

Rank	All employees	High-potential employees	Critical-skill employees	Non-employee talent
1	Base pay/salary	Challenging work	Base pay/salary	Base pay/salary
2	Challenging work	Base pay/salary	Challenging work	Organization's mission, vision and values
3	Reputation of the organization as a great place to work	Ability to have a real impact on the organization's performance	Ability to have a real impact on the organization's performance	Reputation of the organization as a great place to work
4	Opportunities to advance in his or her career	Opportunities to advance in his or her career	Opportunities to advance in his or her career	Challenging work
5	Organization's mission, vision, and values	Organization's mission, vision and values	Short-term incentives (e.g., annual bonus)	Flexible work arrangements
6	Short-term incentives (e.g., annual bonus)	Reputation of the organization as a great place to work	Organization's mission, vision and values	Opportunities to learn new skills
7	Flexible work arrangements	Flexible work arrangements	Opportunities to learn new skills	Job security

Source: 2018 Willis Towers Watson Modernizing Total Rewards Survey, Energy & Utilities.

Appendix: Top retention drivers – Energy & Utilities

What are the top five reasons an employee would leave your organization?					
Rank	Top-performing employees	Critical-skill employees	High-potential employees	Non-employee talent	All employees
1	Opportunities to advance in his or her career	Opportunities to advance in his or her career	Opportunities to advance in his or her career	Opportunities to advance in his or her career	Opportunities to advance in his or her career
2	Base pay/salary	Relationship with supervisor/manager	Base pay/salary	Relationship with supervisor/manager	Relationship with supervisor/manager
3	Relationship with supervisor/manager	Base pay/salary	Relationship with supervisor/manager	Base pay/salary	Base pay/salary
4	Trust/Confidence in senior leadership	Trust/Confidence in senior leadership	Flexible work arrangements	Trust/Confidence in senior leadership	Ability to manage work-related stress
5	Ability to have a real impact on the organization's performance	Ability to manager work-related stress	Trust/Confidence in senior leadership	Ability to have a real impact on the organization's performance	Job security
6	Flexible work arrangements	Job security	Ability to have a real impact on the organization's performance	Job security	Trust/Confidence in senior leadership
7	Ability to manage work-related stress	Ability to have a real impact on the organization's performance	Ability to manager work-related stress	Ability to manage work-related stress	Flexible work arrangements

Source: 2018 Willis Towers Watson Modernizing Total Rewards Survey, Energy & Utilities.