

(Due to the deteriorating condition of the original, this letter has been retyped.)

July 16, 1974

Mr. Charles J. Neuhaus  
Chairman  
Independent Utilities Union  
P.O. Box 1757  
Cincinnati, Ohio 45202

Dear Mr. Neuhaus:

During the 1974-1977 negotiation meetings, the committees of the Company and the Independent Utilities Union discussed interdepartment transfers to different job classification and lateral bids and their effect on classified seniority. The following procedure has been implemented as a result of the negotiations and subsequent discussions with representatives of the Union.

Individuals who laterally bid or transfer from one bidding area to another will receive classified seniority dates based on the dates they enter the new job classifications in the new bidding area. However, when an employee's move is delayed, consideration will be given to the proper adjustment of the employee's classified seniority rank so that the employee will not be penalized with respect to future opening within the new department. When such employees bid on future openings in the new department, they will be ranked on the basis of their classified seniority date in that bidding area. Should these employees bid on an opening posted outside their immediate bidding area, their wage level seniority will be used in determining their ranking for consideration on the posting. In accordance with past practice, departmental personnel will be given first consideration on an initial I.U.U. wide posting.

The only exceptions to the above procedures are for the following employees in the Customer Services Division of the Customer and Public Relations Department: Douglas Ray Deaton, Patricia L. Lindsay, and Ronald Eugene May. These employees, as was agreed during the negotiations, will be ranked according to wage level date on all promotional bids after they acquire the minimum work experience required for a promotion.

The procedure described in this letter applies only to transfers and lateral bids across bidding areas. Wage level seniority will continue to govern on lateral bids within a bidding area where specific procedures have previously been established.

The Company believes that the described procedures will conform with the agreement reached during the discussions at the 1974 negotiation meetings and will eliminate the potential for employees who transfer or laterally bid into another bidding area from subsequently acquiring more seniority than incumbent employees within the same classification. If the Union concurs with these arrangements, please initial and return the attached copy of this letter.

Very truly yours,

Robert L. Byrnes  
Manager  
Industrial Relations

cc: L. M. Dagenbach  
R. G. Graham

**A-2**

(Due to the deteriorating condition of the original, this letter has been retyped.)

March 28, 1977

Mr. E. Edward Divine  
Chairman  
Independent Utilities Union  
P.O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Devine:

During the 1977 negotiation meetings, the Company and the Union agreed to the introduction of a multiple posting system into the Property Department. This system is designed to speed up the process of filling job openings in the clerical and manual groups of the Department. For the purpose of posing job openings, accepting bids and selecting qualified applicants for job classifications bargained for by the Independent Utilities Union the existing northern, southern, eastern and western divisions of the Department will remain unchanged. Through multiple posting any known original job openings that the Company decides to fill will be listed on the posting. Any equal or lower level job that opens as a result of the original postings may be filled as a resultant available opening. In addition, any original job opening that becomes available during the posting period may also be filled as a resultant available opening. However, the Company must maintain the right to discontinue the filling of openings at any level of the procedure.

To clarify the procedures, the meaning of certain terms used herein are defined as follows:

A "posting" is the announcement of a job opening on the proper forms which are displayed on the bulletin boards of headquarters within the four divisions of the Property Department.

A "bid" is a written request of an employee on the proper form for consideration for an opening.

A "cross-bid" is a bid for an opening in the same job classification in another Division.

A "lateral bid" is a bid for an opening in a different job classification having the same maximum rate of pay.

A "promotional bid" is a bid for an opening in a job classification having a higher maximum rate of pay.

Any Property Department employee may submit a bid at any time. It is not necessary that a job opening be posted before a bid can be submitted. Only one promotional bid, one cross-bid or one lateral bid can be made on a single bid sheet. The bidder may also indicate on the bid sheet his preference for geographical division in numerical sequence. The bid sheet on file with the latest date as of the closing date of a particular posting will be used in processing that posting. It is imperative that the employee be continually aware of the bids he has on file, as well as his promotional opportunities. An employee accepted on a valid bid must accept the new job classification or new location.

Mr. E. Edward Divine  
March 28, 1977  
Page 2

To be valid, a bid must be made out in duplicate and signed by the bidder's supervisor on or prior to the closing date of a posting. One copy of the bid will be returned to the bidder and the other copy will be forwarded to the general office of the Property Department. All bids submitted in the beginning of a calendar year will be retained and used for processing all postings for the calendar year unless changed by the employee.

The acceptance of a bidder on a posting will invalidate all bids of that employee and the employee must submit new bids for consideration on future openings. Any individual bid can be invalidated (withdrawn) by submission of a similar bid with a later date or by the bidder submitting a bid sheet requesting cancellation of all previous bids. In addition, all bids become invalid on December 31 of any year. This will require new bids to be submitted on the first working day of each year or as soon thereafter as practical.

After a job posting has closed the ranking of applicants will be determined on the basis of qualifications, promotional sequences, and classified seniority. Bids will be considered in the following order:

1. Cross-bids
2. Lateral bids
3. Promotional bids

The successful applicant on lateral and promotional bids may be required to qualify by means of an examination if specified by the applicable job descriptions.

Requests for specific job assignments, locations, or shifts within a division may be made in writing to the supervisor in charge of that division. The supervisor will forward a copy of such request to the general office of the Property Department for filing. These requests will be considered by the division supervisor when an opening occurs and prior to the posting of such an opening. However, employees may not exercise their seniority to assure a particular job assignment, location or shift within a division. Requests for assignments will be retained in file until December 31 of any particular year and will be given consideration when job openings occur in the division in which the applicant presently works.

A "results of job opening" will be posted after all bids have been processed. This form will indicate the successful applicants, the headquarters, shift schedule, type of change and effective date. Any applicable payroll changes will be effective on the date which is designated on the multiple posting results sheet.

If, as the result of a job posting, an original opening or any resultant opening cannot be filled by an employee within the Property Department, that job may be posted Company wide.

In addition to permitting more than one cross-bid per posted opening, it is believed that this procedure will materially reduce the time required for the filling of job openings thereby expediting the promotion of employees. It is contemplated that this change in procedure in the Property Department will become effective on or about May 1, 1977.

Very truly yours,

Arthur R. Ehrnschwender

(Due to the deteriorating condition of the original, this letter has been retyped.)

March 28, 1977

Mr. E. Edward Divine  
Chairman  
Independent Utilities Union  
P.O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Divine:

During the 1977 negotiations, the committees for the Company and the Union discussed the testing procedures which are utilized in many promotional sequences when employees promote.

In certain areas of the Company, an employee is tested on the basis of the job from which he promotes. In other instances, testing is based on the job into which an employee will progress and is given within a certain time interval before or after the employee is accepted. Further, the re-testing time interval for employees who do not successfully complete a promotional test varies in different departments. In certain areas of the Company, employees may be pre-tested for future promotional openings. The Union has requested that such advance testing be made available to employees for the next job in their promotional sequence even though an opening may not exist.

The Company is not opposed to advance testing in those situations where a supervisor agrees that such advance testing is in the best interest of all concerned. It must be realized, however, that in some areas of the Company, methods or technology often change so that advance testing is not practical, in such instances the material upon which an employee is tested may be altered substantially at the time an employee may ultimately be promoted. An employee who wishes to be considered for this advance testing should consult with his supervisor. The supervisor will appraise the employee if such testing is permissible and, if not, the supervisor will explain to the employee why his request may not be granted.

It is thought that this letter will clarify any misunderstanding that may have existed concerning advance testing.

Very truly yours,

Arthur R. Ehrnschwender

A-4



April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Leaves of Absence

Dear Mr. Anderson:

During 2012 contract negotiations, the parties discussed Sidebar Letter A-5 dated April 10, 1986 regarding good cause for granting leaves of absence. The parties recognized that there have been significant legal developments since 1986, including but not limited to passage of the Family Medical Leave Act (FMLA) and the Uniformed Service Employment and Reemployment Rights Act (USERRA). Given these and other similar developments, the parties agreed to replace the April 10, 1986 Sidebar Letter as set forth herein.

The Company understands that employees may need to be away from the workplace at times for legitimate reasons. The Company further recognizes that time away from work is important to maintaining a healthy work-life balance. At the same time, the Company depends on a responsible and dependable workforce to serve its customers and meet its business goals.

To balance these interests, the Company provides leaves of absence for qualifying reasons, such as for new parents, medical issues (experienced by the employee or eligible family members), military service, caregivers, education, and other personal reasons deemed by the Company or its third party administrators to justify a leave of absence. Leaves of absence may be granted for up to a maximum of six (6) months, or as otherwise set forth in the applicable summary plan description.

All leaves of absence are provided in a manner consistent with applicable laws. To the extent that a leave of absence provided by the Company is over and above the employee's legal entitlement, it is recognized to be a privilege and not a right of the employee. Such leaves are granted at the discretion of the Company. While never desirable, an employee's absence in most situations can be tolerated more so during certain times of the year than other times.

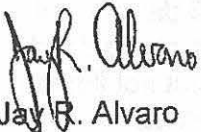
It is difficult to enumerate the variable circumstances under which employees may be granted personal leaves of absence. The Company evaluates each request on an individual basis in light of the surrounding circumstances specific to such request. For

example, leaves of absence will not be granted for individuals who are absent due to incarceration or for individuals who want to try full-time employment elsewhere.

Employees are expected to cooperate with providing supporting documentation in a timely and truthful manner as needed by the Company and/or its third party administrators to manage the leave process consistently. Employees also are expected to keep their management apprised of their return-to-work status and any work-related restrictions prior to returning to work. Advance notice of the employee's return-to-work date and of any work-related restrictions is necessary for business planning and to ensure compliance with applicable laws.

It is believed that this letter accurately describes the parties' agreement.

Very truly yours,



Jay R. Alvaro  
Vice President, Labor Relations

**CG&E** The Energy Service Company

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

Robert E. Byrnes  
Senior Vice President

April 18, 1989

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

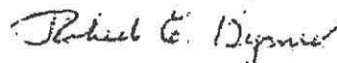
Dear Mr. Bradford:

During the 1989 negotiations, the parties discussed the possibility of the Company notifying the Union of the initial employment of co-ops in two year Associate Degree programs.

As agreed during these negotiations, Department Managers will attempt to inform the Union delegates whenever a two year co-op is hired within their areas of responsibility.

It is thought that by proceeding in this manner, the concerns expressed by the Union during the negotiating meetings will be alleviated.

Very truly yours,



Robert E. Byrnes



April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Partial Day Vacation Administration

Dear Mr. Anderson:

During 2012 contract negotiations, the parties discussed the granting of vacations in less than one day increments.

As was agreed, 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 but not less than four hours. It was further agreed that requests for these partial days must be made at least seven 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 seven (7) calendar day notification may be approved by an employee's supervisor.

Currently there are some departments that allow, business needs permitting, employees to take partial vacation days in less than half day increments. It is agreed that individual departments will have the ability to grant vacation requests for less than half day increments at their discretion.

It is believed that this letter accurately describes the parties' agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jay R. Alvaro'.

Jay R. Alvaro  
Vice President, Labor Relations



# CG&E The Energy Service Company

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

Robert E. Byrnes  
Senior Vice President

April 18, 1989

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Bradford:

During the 1989 negotiation meetings, the committees for the Company and the Union discussed the degree of discipline to be administered to employees who falsify or tamper with Company records.

Many employees represented by the Union are in positions of trust concerning Company records and accounts. The management depends upon the integrity of each employee in the performance of his or her various job duties and responsibilities. The importance of this reliance upon complete employee veracity cannot be overemphasized.

In many disciplinary situations, the Company adheres to a policy of progressive and constructive discipline in order to impress upon employees the nature of Company expectations. However, as mutually agreed upon during the negotiations, employees whose dishonest acts adversely affect the Company will be summarily discharged. For example, it has been a long established Company policy that all meter reading personnel will be terminated who curb readings, falsify records, or are guilty of defalcation; immediate discharge for these activities will continue.

Employees in various departments have access to Company and other accounting and business records and are confronted with situations where circumstances could allow indiscretions for their personal gain or the benefit of others without proper remuneration to the Company. Many positions of trustworthiness could be misdirected to a manipulation or falsification of Company records in a fraudulent, larcenous, or otherwise dishonest manner. As agreed, such activities will result in immediate termination of employment.

If the types of activities occur as described above, the Company will react in good faith upon a full, fair, and impartial investigation. The Company will take every precaution to evaluate particular incidents in full light of all circumstances in order to make certain that any summary termination is not undertaken in an arbitrary, capricious, or disparate manner.

Very truly yours,

*Robert E. Byrnes*

Robert E. Byrnes

A-9

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Bradford:

During the 1992 negotiation meetings, representatives of the Company and the Union discussed the negotiated intent and the current administration of holiday call out provisions contained in Article XI, Section 1 (d) of the Agreement.

There was no dispute between the parties as to how an employee is compensated for any call out assignment where all the hours worked by the individual were entirely within the holiday (midnight to midnight). When such call out assignments are for four hours or less the employee receives four hours pay at the appropriate overtime rate and no travel pay. When such call outs are more than four hours but less than eight, the employee receives eight hours of pay at the appropriate overtime rate and no travel pay. When an employee works entirely within the holiday for more than eight hours, all hours worked after eight hours are compensated at the double time rate of pay with no travel pay. The area of dispute between the parties concerns those call out assignments which are worked contiguous to hours on the day before or the day after a holiday.

In order to completely resolve this matter, the Company is willing to compensate the employee for one hour of travel time at the appropriate rate of pay for call outs of four hours or more contiguous with hours worked into or out of a Company recognized holiday. However, the guarantee of eight hours pay for a call out that is more than four hours but less than eight that is contained in Article XI, Section 1 (d) will not apply to call outs that are contiguous with hours into or out of the holiday.

By proceeding in this manner, it is thought that a consistent and equitable manner of administering the holiday pay provisions of the Agreement can be attained.

Very truly yours,

  
Edward R. Schuetz

A-11

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Bradford:

During the 1992 negotiation meetings between the Company and the Union, the committees discussed the use of flextime.

As was discussed during these meetings, it is the policy of the Company to use flextime programs in those work groups where such scheduling is deemed appropriate by the Department Manager. Although the Company reserves the right to discontinue the use of flextime where appropriate, it will meet with the Union before proceeding.

It is thought that this will adequately describe the discussion concerning this matter.

Very truly yours,

  
Edward R. Schuette

A-12

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

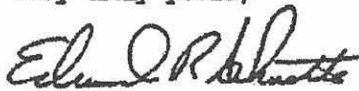
Dear Mr. Bradford:

During the 1992 negotiation meetings, the committees for the Company and the Union discussed the change of schedule provision in Article XII, Section 3 (b).

Although the language in the current Agreement states that an employee will receive at least a 24-hour notice of a change in shift, the Company will attempt to give at least a five calendar day notice of such changes.

It is thought that this is a fair and equitable policy which will satisfy the interests of all concerned.

Very truly yours,

  
Edward R. Schuette

A-13

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

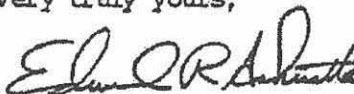
Dear Mr. Bradford:

During the 1992 negotiations, the committees for the Company and the Union discussed the reorganization of the Distribution Operations Division of the Electric Systems Operations Department.

As was agreed during these negotiations, the supervisory positions within this section will have the flexibility to perform bargaining unit work when an Operations Technician is unavailable to readily respond to a customer inquiry that needs immediate attention. On those occasions supervision will be able to investigate, resolve and recommend solutions to customers about their inquiries. They may also be setting test equipment and or preparing written recommendations for customers. It is anticipated that the performance of this bargaining unit work will be minimal. As stated during the negotiations, it is thought that supervisory employees will only perform these types of operations on an average of one per week. In the event that the Operations Technician, assigned to a specific area, is on vacation, that average may increase to approximately two to three per week. This agreement does not restrict supervisory employees from doing work they previously performed.

It is thought that this agreement will enable us to better serve our customers.

Very truly yours,

  
Edward R. Schuette

A-14

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

Dear Mr. Bradford:

During the 1992 negotiation meetings, representatives for the Company and the Union discussed the policies and procedures to be utilized when employees are required to work or train at out-of-town locations.

The mode of transportation to be utilized for all out-of-town trips will be determined by the Company. Commercial airlines will be used whenever possible. The Company will normally furnish roundtrip airline tickets (tourist or coach class) between the Greater Cincinnati Airport and the point of destination. If prior arrangements are made and the Company agrees, employees may drive to and from their destination and be reimbursed at the appropriate mileage rate but not exceeding the cost of the roundtrip airline ticket. Each individual request will be evaluated by the Company before determining if alternate transportation will be permitted. Employees utilizing the personal car option will not be granted additional time off from their regular scheduled work week in order to meet travel schedules not arranged by the Company. Nor will any other expenses such as personal auto repairs and insurance, extra meals or lodging be reimbursed by the Company.

Normally the Company will arrange for, and pay any living accommodation expenses. Occasionally, there will be times when employees will be responsible for direct payment prior to leaving the hotel/motel. In this case, the employees will receive advance payment for the applicable room rates and must reconcile their accounts personally. During most other out-of-town trips, prior arrangements may permit invoicing of applicable hotel/motel room costs directly to the Company. In this situation, involved employees will not receive any direct payments for room costs. Other types of accommodations will be handled on a case-by-case basis with methods of payment appropriate to the situation.

For extended trips, employees will be informed prior to leaving for the out-of-town assignment as to the number of return trips to Cincinnati they will be allotted. For these return trips, the Company will normally furnish transportation. In the event that visits home are granted and taken, the Company will reimburse each employee for roundtrip transportation costs only.

A-15

The Company may establish and pay an applicable per diem rate in advance for each out-of-town day and each travel day. This rate, which may vary between individual out-of-town locations, will include all other expenses, such as meals, laundry, telephone calls, tips, etc. Transportation and lodging will not be included in the daily per diem amount that each employee will receive. Any expenses incurred over and above the stipulated per diem amount for any given trip will be the responsibility of the employee. Alternately, the Company may elect to reimburse employees for the direct reasonable expenses for such items as meals, laundry, telephone calls, tips, etc. The Company will determine on a case-by-case basis whether a per diem arrangement or reimbursement for reasonable expenses is used for out-of-town assignments.

It is thought that this letter will clarify the Union's concerns about the policies and procedures to be utilized when employees are required to work or train at out-of-town locations.

Very truly yours,

  
Edward R. Schuetz



April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Four 10-Hour Day Guidelines

Dear Mr. Anderson:

During the 2012 negotiations, the parties discussed Side bar Letters A-17 and A-47 regarding four 10-hour day workweeks. As a result of those discussions, the parties agreed to the following revised Guidelines for employees who are assigned to work four 10-hour days.

1. **Off Days.** Management will attempt to provide employees working a four 10-hour day workweek with three consecutive off days. However, employees in a particular work group may request or may be required to have two consecutive off days and another off day within the scheduled workweek. Supervision will give due consideration to such requests.
2. **Overtime.** Time and one-half will be paid for all overtime hours worked in any single workweek, with the exception of Sunday. All overtime hours worked on a Sunday will be paid at double time.
3. **Vacation.** One day vacations are for 10 hours. Weekly vacations are for 40 hours. Employees who are transitioning to or from a four 10-hour day workweek shall be entitled to all accrued vacation (i.e., if an employee returns to an five 8-hour day schedule with 10 hours remaining vacation, the employee will have one day and two hours of vacation to take in accordance with the contract).
4. **Personal Days.** Personal days must be taken in full days regardless of the employee's schedule, and cannot be taken in smaller increments. For employees on 10-hour shifts, personal days are paid for 10 hours. For employees on 8-hour shifts, personal days are paid for 8 hours.
5. **Holidays.** Employees working four 10-hour shifts convert to a five 8-hour day schedule during all workweeks that contain a holiday recognized by the Company in an effort to maintain consistency throughout the bargaining unit for employees to receive 40 hours of pay.

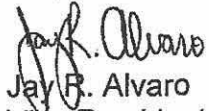
**A-17**



For any other alternate work hour schedule that may be developed, it is agreed that at least two off days will be consecutive. The two consecutive off day agreement does not apply to any currently established workweek or when changing from one schedule to another. Furthermore, the two consecutive off day requirement can be waived, but both supervision and the employee must mutually agree to such a schedule.

It is thought that this letter accurately describes the parties' agreement.

Very truly yours,



Jay R. Alvaro  
Vice President, Labor Relations

**CG&E** The Energy Service Company

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

April 16, 1992

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

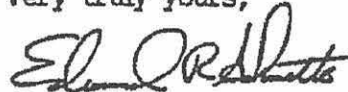
Dear Mr. Bradford:

During the 1992 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,



Edward R. Schuette

A-18

OCT-13-99 WED 9:15 AM IUU

P. 6

**CG&E ■ The Energy Service Company**

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

July 19, 1994

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P. O. Box 1757  
Cincinnati, Ohio 45201

This letter cancels and supercedes my previous letter to you, dated July 13, 1994.

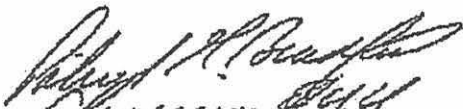
Reference is made to our meeting on Tuesday, June 28, 1994 regarding the new job classification, Gas Operations Trainer, Job Code #827. In addition to you and I, Messrs. E. Schuette and D. Zanitsch representing the Company and Mr. D. Rosing representing the IUU were also in attendance.

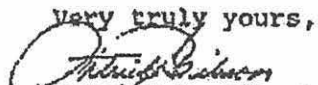
As agreed, the new job classification of Gas Operations Trainer, Job Code #827 will be established at wage level 12. This new job classification was evaluated by the Company's Non-Manual Job Evaluation Committee as a wage level 11.

In return for the Company's willingness to establish this new job classification at wage level 12, the Union agreed that the Management of Gas Operations will select the individual they deem to be most qualified for this position in lieu of accepting the most senior qualified individual. The Union further agreed not to process any grievances related to the selection process for this position.

If future re-evaluations of this job classification increase the total number of points sufficient to increase the wage level to 12, this job classification will remain a wage level 12 and the selection process will revert to being conducted in accordance with the Union contract in effect at that time.

If you concur with this agreement, please sign and date a copy of this letter and return it to my office.

  
Chairman  
7/21/94

Very truly yours,  
  
Patrick P. Gibson

cc: E.R. Schuette  
D.E. Zanitsch

\\jobeval\trainer

A-20



April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Time Off For Union Duties/Business

Dear Mr. Anderson:

During the 2015 - 2019 negotiations, the representatives of the Company and the Union clarified the administration of time off work and compensation for performing Union duties/business. Subject to legitimate business needs, the Company will grant compensated or non-compensated time off work in accordance with the following guidelines.

**NEGOTIATIONS**

Members of the Union negotiating committee and any other employee required to attend or prepare for negotiating meetings will be able to attend during working hours. These employees will not be compensated by the Company for time spent in and preparing for negotiations, unless previously agreed to by the parties.

**GRIEVANCES & ARBITRATIONS**

A reasonable number of employees will be able to prepare for and attend grievance and arbitration meetings. Union employees will not lose their straight-time wages while attending grievance meetings. The time spent by Union members in preparing for and attending all arbitration meetings is not compensable by the Company.

**JOINT MEETINGS**

A reasonable number of employees will be able to attend joint meetings between Union members and Company representatives. These employees will not lose their straight-time wages while attending or preparing for joint meetings.

**UNION DUTIES/MEETINGS**

A reasonable number of employees may be excused but not compensated by the Company for attending, preparing for or performing union duties/meetings. This includes items such as counting votes, regular Union meetings, General Board meetings, working on Union accounting records, or other union duties or meetings.

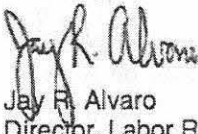
**MILEAGE  
EXPENSES**

The Company will agree to reimburse the Union mileage expenses for up to two union representatives to attend Company scheduled meetings. This does not include grievance meetings, arbitrations, negotiations or meetings held at the request of the Union. The Company will agree to reimburse the Union mileage expense for one union representative to attend fact finding meetings. The Union will provide an itemized statement each month for this expense and the Company will reimburse the Union.

There may be occasions when exceptions to these guidelines may be granted. The parties will make every effort to accommodate each other in these matters. The Union agreed to give as much advance notice as possible to supervisors of employees who need to be off work for Union business.

The advancing of wages for non-compensable union business will continue, absent abuse of this process. If problems arise, management will meet with the Union in an attempt to correct the abuse. However, management must maintain the right to discontinue this arrangement, if a satisfactory resolution cannot be reached.

Sincerely,



Jay R. Alvaro  
Director, Labor Relations  
Duke Energy

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

September 2, 1998

Mr. Patrick G. Bradford  
Chairman  
Independent Utilities Union  
P O Box 1757  
Cincinnati, Ohio 45202



Dear Mr. Bradford,

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 VIII, Section 1(I)). 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.

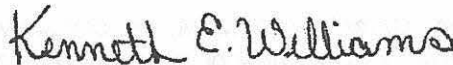
A-38

- 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

**INTERNAL CORRESPONDENCE**

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;



## **INTERNAL CORRESPONDENCE**

2. A set of promotional charts indicating the line of normal promotions in the respective departments;
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:

The Cincinnati Gas & Electric Company

PSI Energy, Inc.

## **INTERNAL CORRESPONDENCE**

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.

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;

The Cincinnati Gas & Electric Company

PSI Energy, Inc.

### **INTERNAL CORRESPONDENCE**

2. The willingness to follow instructions and cooperate with other employees;
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:

The Cincinnati Gas & Electric Company

PSI Energy, Inc.

## **INTERNAL CORRESPONDENCE**

### **Knowledge**

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

### **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.

## **INTERNAL CORRESPONDENCE**

### **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 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

The Cincinnati Gas & Electric Company

PSI Energy, Inc.

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

May 14, 2003

Ms. Mary Harthun  
President  
Local Union 600, IUU  
Utility Workers Union of America  
810 Brighton Street  
Newport, Kentucky 41071



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

Dear Ms. Harthun:

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 (Senior Representatives) represented by the UWUA currently performing DNP work. Additionally, 8 employees will be added in each of two entry-level job classifications, one represented by the USWA and the other by the IBEW, Local 1347. It is understood that if any of the aforementioned 10 employees represented by the UWUA vacate their position and the Company decides to backfill the position(s), it will be filled as an entry-level DNP worker represented by the USWA or IBEW. The Company assured the Union that the two clerical positions that provide support to the DNP work process would not be eliminated as a result of this reorganization.

The 16 new entry-level DNP worker job openings will be made available to other employees represented by their respective unions (i.e., USWA and IBEW). If all 16 openings are not filled by employees in their respective unions or by displaced employees in redeployment represented by the IBEW, the remaining openings will be made available to full-time meter readers and then part-time meter readers, in that order. If any full-time or part-time meter

A-41

readers vacate their positions as a result of accepting any of the initial 16 DNP worker job openings represented by the IBEW and USWA, the Company will backfill those vacancies accordingly (i.e., part-time with part-time and full-time with full-time). These agreements only apply to the initial 16 DNP worker job openings.

If any of the 10 Senior Representatives In Revenue Collections are bumped by Senior Representatives with more seniority as a result of Company initiatives, it will not impact the number of positions being eliminated through attrition.

The succession and special meter reading duties will be primarily, but not exclusively, assigned to UWUA represented employees. As a result, 10 new full-time meter reader job openings will be filled. Management intends to assign work other than succession/special reads to DNP workers represented by the USWA and IBEW, whenever there is other productive work available for them to perform within their job classifications. However, this does not restrict management's right to assign those employees to perform such meter reads. The Company agreed to backfill part-time meter reader positions that are vacated as a result of part-time meter readers accepting any of the initial 10 new full-time meter reader positions.

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

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

For the Union:

Mary Hathun 5-15-03  
Mary Hathun Date  
President  
Local Union 600, IUU  
Utility Workers Union  
Of America

Cc: J. O'Conner  
J. Polley

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

June 10, 2004

Ms. Mary Harthun  
President  
Local Union 600, IUU  
Utility Workers Union of America  
810 Brighton Street  
Newport, Kentucky 41071



Re: Post-Retirement Medical Benefits

Dear Ms. Harthun:

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 updates the Company's proposed design for the HRA Option.

**I. OVERVIEW OF HRA OPTION**

All current, full-time employees represented by UWUA, Local 600 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.

A-42



Ms. Mary Harthun  
June 10, 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 will continue for the full qualified leave period.

Ms. Mary Harthun  
June 10, 2004  
Page 3

- 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

Ms. Mary Harthun  
June 10, 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.

Ms. Mary Harthun  
June 10, 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 Cinergy employees are married, can they make different elections with respect to the HRA Option?**

Ms. Mary Harthun  
June 10, 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. Verhagen  
P. Gibson  
K. Feld

bcc: L. Gregory

What are other companies doing with regards to post-retirement healthcare? Hewitt Associates conducted a survey for the Henry J Kaiser Family Foundation between June and September 2003 to understand how large private-sector employers are handling retiree health benefits. The survey included responses from 45% of all Fortune 100 companies and 30% of all Fortune 500 companies. Among the companies surveyed this is what they had to say:

- 10% have terminated all subsidized health benefits for *future* retirees
- 20% say they are very likely to terminate all subsidized health benefits for future retirees
- 35% of the firms terminated benefits for future retirees and now provide access-only to health benefits with the retiree paying 100% of the cost
- 6% of employers shifted to a defined contribution approach
- 71% report having increased retiree contributions to premiums in the past year 53% report increases to plan design cost sharing
- 57% increased prescription drug co-payments
- 12% now require mandatory mail-order refills for maintenance drugs

**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:**

<b>Service at Retirement</b>	<b>(Pre-65 only)</b>
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%
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April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Amendment to Sidebar Letter A-42 Post-Retirement Medical Benefits

Dear Mr. Anderson:

During 2012 contract negotiations, the parties discussed Sidebar Letter A-42 dated June 10, 2004 regarding post-retirement medical benefits. As a result of those discussions, the parties agreed that Sidebar Letter A-42 will (i) continue to apply without modification for employees hired prior to January 1, 2013, and (ii) be amended to reflect that any employee hired or rehired on or after January 1, 2013 will not participate in the HRA Option or the Traditional Option (both as defined in Sidebar Letter A-42). It follows that Sidebar Letter A-42 is hereby amended as set forth below:

In the second full paragraph on page one of Sidebar Letter A-42, the fifth and sixth sentences are hereby deleted and replaced with the following:

- All employees hired or rehired on or after January 1, 2005 and before January 1, 2013 will participate in the HRA Option. No employee hired on or after January 1, 2013 will participate in the HRA Option or the Traditional Option.
- No employee rehired on or after January 1, 2013 will continue to participate in the HRA Option or the Traditional Option following such rehire date. Any such rehired employee who was participating in the HRA Option or the Traditional Option at the time of such employee's prior termination of employment:
  - (i) shall be eligible for access to the HRA or premium subsidies, as applicable, only if he or she was eligible for such HRA access or premium subsidies at the time of such prior termination of employment, and
  - (ii) shall not accrue additional benefits under either the HRA Option or the Traditional Option.
- Employees hired or rehired on or after January 1, 2013 who retire after attaining age 50 with at least five (5) years of service under the applicable Pension Plan are provided unsubsidized access to post-retirement medical coverage.
- Each employee who elected to participate in the HRA Option, and each employee hired on or after January 1, 2005 and before January 1, 2013 will be referred to as an 'HRA Participant' herein.

**A-42a**



Any provision of Sidebar Letter A-42 that is inconsistent with the above shall be deemed no longer in effect. Except as provided herein, the remaining provisions of Sidebar Letter A-42 continue in full force and effect.

It is believed that this letter accurately reflects the parties' agreement.

Very truly yours,



Jay R. Alvaro  
Vice President, Labor Relations



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Post-Retirement Healthcare

Dear Mr. Kowolonek:

During the 2019 negotiations, the parties discussed post-retirement healthcare benefits. This letter amends the Post-Retirement Medical Benefits Sidebar Letter A-42 dated June 10, 2004 and A-42a dated April 13, 2012, and confirms these discussions and the resulting agreement.

#### Access to Post-Retirement Health Benefits

Employees who terminate on or after October 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; provided, however, that beginning as soon as January 1, 2021, employees who do not enroll in Duke Energy-sponsored pre-65 retiree medical, dental and vision coverage at the time of retirement or following the expiration of any COBRA continuation will not be permitted to enroll themselves or their eligible dependents at a future date. Coverage for retirees age 65 and older will be provided on an unsubsidized basis 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 October 1, 2015, the "Traditional Option" is hereby amended to provide contributions towards the cost of post-retirement healthcare coverage, in the form of credits to a newly established Subsidy Health Reimbursement Account ("Subsidy HRA"), only for individuals who are under age 65 and who are:

- In a group eligible for a medical subsidy under the rules in effect prior to October 1, 2015, which is limited to those hired prior January 1, 2013; and
- 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 October 1, 2015 will receive (during retirement) a pre-65 contribution of \$350 per month, plus \$175 per month for their spouse/domestic partner, if any; and
- Eligible employees younger than age 50 as of October 1, 2015 will receive (during retirement) a pre-65 contribution of \$250 per month, plus \$125 per month for their spouse/domestic partner, if any.

Subsidies/Company Contributions - HRA Option

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

- The Company will discontinue crediting 1 /12 of \$1,000 each month to the health reimbursement accounts for those employees who have a health reimbursement account under the HRA Option, with interest credits continuing; and
- The Company will offer a choice window in 2015 to employees who have a health reimbursement account 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 modified health reimbursement accounts under the HRA Option in exchange for participation in the Traditional Option (modified to provide credits to a Subsidy HRA as described above).

Miscellaneous

The post-retirement health benefits described above will replace the post-retirement medical coverage options in effect prior to October 1, 2015, for employees who terminate on or after October 1, 2015, including those described in Sidebar Letters A-42 and A-42a. These benefits will be governed by and construed in accordance with the applicable plan documents.

In all other respects, Sidebar Letters A-42 and 42a shall continue in accordance with their terms.

Sincerely,



Jay R. Alvaro  
Director, Labor Relations



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Temporary Upgrading

Dear Mr. Kowolonek:

During the 2019 contract negotiations, representatives of the Company and the Union discussed temporarily upgrading employees in clerical and technical job classifications.

The Agreement provides that temporary upgrading shall only be available for manual employees. However, as a result of these discussions, the Company will agree, during the term of the 2019 – 2023 Agreement, to permit clerical and technical employees to be temporarily advanced to higher classifications. Employees will only be given consideration for temporary advancement when they actually replace another employee in a higher job classification for a full day or more; or supervision deems there is a need for an employee to fulfill the duties of a higher classified job for a full day or more. When employees are temporarily upgraded they will receive the minimum rate of the higher job classification or \$10.00 per week more than their current wage rate, whichever is greater. When selecting the individual to be temporarily advanced, the management will give consideration to seniority and rotation among qualified employees. Such upgrading will not take place when the work duties of another employee are distributed among several other employees, or when employees perform duties of higher classified jobs for training purposes.

The Company voiced a serious concern about the potential for voluminous grievances if temporary upgrading is permitted for non-manual employees as described. As agreed, no grievances will be processed by the Union as a result of this limited exception to Article XII, Section 6 of the Agreement.

Sincerely,

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Meter Reading

Dear Mr. Kowolonek:

During the 2019 contract negotiations, representatives of the Company and the Union discussed Meter Reading operations.

**Job Classification, Meter Reader - New:** As discussed, the Meter Reader - Full Time job classification will be retitled Meter Reader - New and the wage rate adjusted to the MR 3 wage level upon ratification of the new Agreement. Incumbent employees in this classification will have their hourly rate adjusted to the minimum rate of the MR 3 wage level and will be eligible for merit and general wage increases as outlined in the Agreement.

**Part-time Meter Readers:** Should part time employees be utilized in the future, they will be hired into the Meter Reader - New classification at the minimum rate of pay as outlined in the Agreement. All provisions of the Agreement regarding part-time employment would apply to these employees. Part-time Meter Readers will receive the appropriate compensation for overtime when they work in excess of 8-hours in a day or any other regularly scheduled shift that is longer than 8 hours.

**Hours of Work:** Core meter reading hours will be from 7:30 AM to 4:00 PM, subject to changes based on business needs and to any schedule arrangements approved by an employee's supervisor or manager. The normal work day will consist of 8.5 hours including a 30 minute unpaid meal break; however, based on business needs, employees may be assigned a straight eight hour shift with a paid fifteen minute break. The Company reserves the right to change these hours based on business needs in accordance with the Agreement. Employees working in excess of their scheduled work day will receive premium pay and meal compensation as provided for in the Agreement.

**Transfers:** Any future full-time openings in divisions offices will first be offered to voluntary transfers of current qualified full-time Meter Readers.

Sincerely,

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations

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

April 21, 2005

Mr. Jim Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky  
Cincinnati, Ohio 45202



Re: Interplant Seniority Rights

Dear Mr. Anderson:

During the 2005 negotiations, representatives of the Company and the Union discussed the interplant seniority rights for employees at the electric generating stations, in the event of a surplus situation.

As agreed, during the term of the 2005 - 2008 Agreement, should the Company declare a surplus at one of its electric generating stations and affected employees cannot be absorbed into the work force at the plant, all of the electric generating stations within the CG&E service territory will be considered one department for purposes of administering roll-backs. The intent is to provide the more senior employees at the station with a surplus situation, the ability to bump the less senior employees at the other stations. The wage rates of surplus employees will be red circled.

By proceeding in this manner, the Union's concern in this matter is alleviated.

Very truly yours,

A handwritten signature in black ink that reads "John E. Polley". The signature is written in a cursive, flowing style.

John E. Polley  
General Manager  
Labor Relations

**A-49**

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

April 21, 2005

Mr. Jim Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071



Re: Treatment for Substance Abuse

Dear Mr. Anderson:

During the 2005 negotiations, representatives of the Company and the Union discussed the compensation policy for employees who undertake treatment for substance abuse.

While the treatment of these conditions is specifically excepted from coverage under the sick leave provisions of the Agreement, the Company will, for the term of the 2005 – 2008 Agreement, continue the arrangement of providing short-term disability benefits (STD) to employees who obtain treatment at an appropriate detoxification facility under the direction of the Company or in coordination with the Company and the employee's personal physician. Available STD may only be used for the first continuous absence when an employee undertakes to correct a substance abuse problem through an approved program. If the initial rehabilitation effort at a treatment center is not successful, the employee will not be granted additional STD.

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

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

Very truly yours,

A handwritten signature in black ink that reads "John E. Polley".

John E. Polley  
General Manager  
Labor Relations

**A-50**

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

April 21, 2005

Mr. Jim Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071



Re: Personal/Diversity Day Requests

Dear Mr. Anderson:

It was agreed that the individual departments would attempt to accommodate as many requests as possible to take a personal/Diversity or vacation day on Martin Luther King, Jr. Day, Presidents' Day and/or Good Friday during the term of the 2005 - 2008 Agreement. All requests for a personal/Diversity or vacation day must be made by employees at least 7 days in advance. Days requested with the 7 day advance notice will not be considered as an absence for determining an individual attendance record.

It is thought that this agreement will be mutually beneficial for all involved.

Very truly yours,

A handwritten signature in black ink that reads "John E. Polley". The signature is written in a cursive style with a large, looped "J" and a long, sweeping underline.

John E. Polley  
General Manager  
Labor Relations

A-51





April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Vacation Carryover

Dear Mr. Kowolonek:

During the 2019 negotiations, representatives of the Company and the Union discussed carryover vacations.

It was 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,

A handwritten signature in blue ink that reads "Michael Ciccarella".

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations

April 21, 2004 2005

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

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Job Elimination Situations

**CINERGY.**  
CG&E

Dear Mr. Anderson:

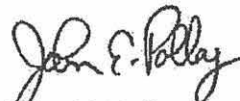
During the 2005 contract negotiations, representatives of the Company and the Union discussed the possibility of employees bumping other employees with less system service seniority at the same wage level in other job classifications in the event of a job elimination situation.

During the discussions the Union wanted the Company to agree to allow senior employees at a given wage level within a bidding area, the right to bump junior employees in other job classifications at the same wage level within the same bidding area, even though the senior employees had never been in the job classification(s) occupied by the junior employees. Due to the potential for a significant loss in productivity, the Company could not agree to that arrangement. However, during the term of the 2005 – 2008 agreement, it was agreed that if such a situation should arise, the Company would work with the Union on a case-by-case basis, in an attempt to place such employees in other available job classifications at the same wage level within the same bidding area. It was further agreed that if the Company is unable to place such employees in job classifications at the same wage level within the bidding area and they have 25 or more years of system service, they will maintain their job titles and wage levels and be eligible for negotiated increases and bonuses. This only applies when such employees with more system service seniority are qualified, but cannot bump into a same wage level job within the bidding area, held by a junior system service seniority individual because they have not passed through the other job.

It was also agreed that should a job elimination situation occur during the term of this Agreement, at the request of the Union, the parties would meet to discuss the rollback procedure described in Article V, Section 3, which may be revised by mutual agreement of the parties.

This accurately reflects the agreements reached between the parties.

Very truly yours,



John E. Polley  
General Manager  
Labor Relations

**A-55**



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

June 2, 2008

Mr. James W. Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Retirement Plan Agreement

Dear Mr. Anderson:

During the 2008 contract negotiations, representatives of the Company and the UWUA, Local 600 (the "Union") discussed the Company's desire to migrate all employees to a common benefits program. The following outlines the agreement between the Company and the Union for providing the employees with options and protections for Retirement Plan participation that will remain in effect during the 2008 – 2012 Contract.

**Traditional Retirement Program Frozen:**

Participation in the Cinergy Traditional Retirement Program will be frozen as of January 1, 2013 for certain employees. Active employees on January 1, 2013 who are younger than age 50 (as of December 31, 2012) and anyone who is older than 50 but has fewer than 25 years of service (as of December 31, 2012), will automatically begin participating in the New Duke Retirement Program.

**Voluntary Conversion Opportunities:**

Active employees in the Traditional Retirement Program will be offered a voluntary window in 2008 to elect to remain in the Traditional Pension Program or elect the New Retirement Program. In 2012, a second voluntary window will be offered only to those active employees who remain in the Traditional Program and who are age 50 with 25 years or more of service as of December 31, 2012.

**Voluntary Conversion to the New Retirement Program:**

**Part A Benefit (Part A):** The pension plan benefit 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 at retirement (not the date of conversion).

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 Duke Energy Retirement Cash Balance Plan.

The Company matching contributions for the 401(k) plan will be enhanced to mirror 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

**A-58**

Mr. James W. Anderson  
June 2, 2008  
Page 2

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

Employees will also begin participating in an annual incentive plan with greater award opportunities (up to 5%).

**With Mandatory Conversion to the New Retirement Program:**

1. Mandatory conversion will be effective January 1, 2013 for employees who have elected to remain in the Cinergy Traditional Retirement Program. Other terms applicable to the mandatory conversion are as follows:
  - a. The final average monthly pay for retirement will be frozen at the time of conversion (no pay run up).
  - b. Employees will have no choice between annuity and lump sum on Part A; only the current traditional program annuitant options will be available for Part A.
  - c. Can still grow in to the 85 points.
  - d. Employees will receive the enhanced 401(k) and enhanced incentive pay as described above once they mandatorily convert.

**Employees Currently in the Cash Balance Plans:**

Employees who previously selected one of the Cinergy cash balance plans (Balance or Investor) will automatically transition to the New Retirement Program as soon as administratively possible, but no later than January 1, 2009, to include participation in a cash balance pension plan that mirrors the Duke Energy Retirement Cash Balance Plan and an enhanced 401(k) plan to mirror the Duke Energy Retirement Savings Plan and an enhanced annual incentive plan as described below:

**Annual Incentive Plan Summary Changes for those who elect or automatically move to the New Retirement Program:**

In conjunction with the New Retirement Program, all participants who volunteer or upon mandatory conversion to the New Retirement Program will be eligible for up to a 5% maximum annual incentive pay (payable in 2010) based on the achievement of goals as set forth below:

**NEW RETIREMENT PROGRAM – UEIP**

Goal	Level 1	Level 2	Level 3
Company Financial Result	.75%	1.5%	3%
Safety	.5%	.75%	1%
Customer Satisfaction	.5%	.75%	1%
	1.75%	3.0%	5.0%

Mr. James W. Anderson  
June 2, 2008  
Page 3

Annual Incentive Plan Summary Changes for those who do not elect the New Retirement Program:

Employees who elect to remain in the Cinergy Traditional Program, which provides benefits under the current final average pay formula, will not be eligible for the higher incentive payout, but will continue their eligibility for the current Cinergy 401(k) Plan formula and will begin participating in an annual incentive plan, with a maximum award of 2% based on the achievement of goals as set forth below:

**TRADITIONAL RETIREMENT PLAN – UEIP**

Goal	Level 1	Level 2	Level 3
Company Financial Result	.5%	.75%	1%
Safety	.25%	.375%	.5%
Customer Satisfaction	.25%	.375%	.5%
	1.0%	1.5%	2.0%

The Retirement Conversion Agreement Survives the 2008 – 2012 Contract:

The Company and the Union expressly understand and agreed that the Retirement Program conversion agreement shall continue in full force through January 1, 2013, surviving the termination of the 2008 – 2012 Contract, and shall continue in full force through succeeding contracts, or in the absence of succeeding contracts, unless changed by mutual agreement of the parties.

Very truly yours,



Jay R. Alvaro  
Vice President



April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Amendment to A-58 Retirement Plan Agreement

Dear Mr. Anderson:

During the 2015 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, 2016, 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 compensation in accordance with the RSP plan documents on the same basis as employees hired or rehired prior to January 1, 2016. Employees hired or rehired on or after January 1, 2016 will not be eligible to participate in the Cinergy Corp. Union Employees' Retirement Income Plan (the "Retirement Income Plan").

Cash Balance Interest Credit

The cash balance interest credit rate under the Retirement Income Plan for pay credits made on and after January 1, 2016 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.

Retirement Income Benefit for Long-Term Disability

A participant who starts receiving long-term disability benefits on or after July 1, 2016 will receive interest credits under the Retirement Income Plan's cash balance formula while disabled, but will not receive pay credits while long-term disabled, in accordance with the Retirement Income Plan documents. This change will not apply for any individual who starts receiving long-term disability benefits before July 1, 2016, or participants 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.

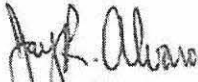
Sidebar Letter A58a  
Page 1

For purposes of clarity, as previously agreed, the Company may in its discretion merge the Retirement Income Plan into the Duke Energy Retirement Cash Balance Plan or other defined benefit plan maintained by the Company. In accordance with applicable law, any such merger will not reduce participants' accrued benefits.

The complete provisions of the Company's retirement plans are set forth in the plan documents, as amended to make administrative changes, legally-required changes and/or technical changes that do not reduce the benefits formula. 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-58 relating to retirement plan agreements.

Sincerely,



Jay F. Alvaro  
Director, Labor Relations  
Duke Energy



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

June 2, 2008

Mr. James W. Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Sabbatical Vacation Bank and Vacation Credit Programs

Dear Mr. Anderson:

During the 2008 contract negotiations, representatives of the Company and the UWUA, Local 600 (the "Union") discussed the phasing out of the Sabbatical Vacation Bank and the Vacation Credit Programs.

As agreed, these programs shall be phased out in accordance with the attached document, Attachment A, which outlines the specific revisions to the Sabbatical Vacation Bank and Vacation Credit Programs that will remain in effect through December 31, 2012.

The Company and the Union expressly understand and agreed that the phasing out of the Sabbatical Vacation Bank and the Vacation Credit Programs, as stated in the attached document, shall continue in full force until December 31, 2012, surviving the termination of the 2008 – 2012 Contract, and shall continue in force through succeeding contracts, or in the absence of succeeding contracts, unless changed by mutual agreement of the parties.

Very truly yours,

Jay R. Alvaro  
Vice President

Attachment

**A-59**



**REVISIONS TO THE SABBATICAL VACATION BANK  
 AND VACATION CREDIT PROGRAMS  
 FOR UWUA, LOCAL 600**

Effective January 1, 2009, the Vacation Bank and Vacation Credit Programs will be phased out over a four year period and will be ending on December 31, 2012.

**THE CHANGES:**

**Sabbatical Vacation Program:**

- The sabbatical banking program will be eliminated for employees who are younger than 47 years old as of December 31, 2008.
- Employees who are 47 years old or older as of December 31, 2008 will be eligible to continue banking vacation until December 31, 2012, 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 credits) cannot bank more after January 1, 2009 but will be grandfathered with the amount they have banked.
- No additional banking will be permitted after January 1, 2013. Therefore, the last opportunity to bank vacation will be in December 31, 2012 because banking is done at the end of the year.
- Banked vacation will be paid out at the final rate of pay at retirement.

**Vacation Credit Program:**

- Vacation Credits: Up to six weeks credit, starting at age 51, cannot exceed the employee's vacation entitlement.
- Employees who are at least 51 years old as of December 31, 2012 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, 2012. For 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, 2006.
- Vacation credits will be paid out at the final rate of pay of retirement.

**Service Credit Program:**

- Service Credits: Up to two weeks for years 32 and 33 years of employment in lieu of a 6<sup>th</sup> week of vacation time off.
- 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, 2012. Effective January 1, 2013, employees will be granted a 6<sup>th</sup> week of vacation time off during their 32<sup>nd</sup> year of employment in lieu of a week of service credit.
- An employee who has already reached their maximum or more of vacation bank before January 1, 2013 will receive their 6<sup>th</sup> week of vacation as "time off" in lieu of a service credit.

**THE SCHEDULE:**

Age as of: 12/31/2008	Maximum Banked Vacation (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



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

June 2, 2008

Mr. James W. Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Union Employee Annual Incentive Program (UEIP)

Dear Mr. Anderson:

During the 2008 contract negotiations, representatives of the Company and the UWUA, Local 600 (the "Union") discussed that the payout for the incentive bonuses for employees will vary based on their participation in the offered retirement program.

Beginning with the 2009 goals and during the term of the 2008 – 2012 Agreement, the UEIP payout (payable in 2010) will be administered as follows:

Annual Incentive Plan Summary Changes for those who elect or automatically move to the New Retirement Program:

In conjunction with the New Retirement Program, all participants who volunteer, or upon mandatory conversion, will be eligible for up to a 5% maximum annual incentive pay, as specified below:

**NEW RETIREMENT PROGRAM – UEIP**

Goal	Level 1	Level 2	Level 3
Company Financial Result	.75%	1.5%	3%
Safety	.5%	.75%	1%
Customer Satisfaction	.5%	.75%	1%
	<b>1.75%</b>	<b>3.0%</b>	<b>5.0%</b>

Mr. James W. Anderson  
June 2, 2008  
Page 2

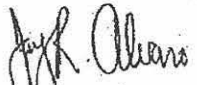
Annual Incentive Plan Summary Changes for those who remain in the Traditional Retirement Program:

Employees who elect to remain in the Cinergy Traditional Program, which provides benefits under the current final average pay formula, will not be eligible for the higher incentive payout, but will participate in an annual incentive plan, with a maximum award of 2%, as specified below:

**TRADITIONAL RETIREMENT PLAN – UEIP**

Goal	Level 1	Level 2	Level 3
Company Financial Result	.5%	.75%	1%
Safety	.25%	.375%	.5%
Customer Satisfaction	.25%	.375%	.5%
	<b>1.0%</b>	<b>1.5%</b>	<b>2.0%</b>

Very truly yours,

  
Jay R. Alvaro  
Vice President



April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Amendment to A-60 Letter Regarding the Union Employee Annual Incentive Plan (UEIP)

Dear Mr. Anderson:

During the 2015 contract negotiations, representatives of the Company and the UWUA, Local 600 ("Union") discussed eligibility for the Union Employee Annual Incentive Plan ("UEIP"). As a result of those discussions, the parties agreed to amend Letter A-60 dated June 2, 2008 as set forth below.

Beginning with the 2015 calendar year performance period under the UEIP, the Company will provide a prorated UEIP payment (calculated as set forth below) to any eligible Union employee who meets the following criteria during a performance period: (i) works for at least six complete calendar months, and (ii) retires (as defined below).

Such prorated UEIP payments shall be paid in the first quarter of the calendar year immediately following the applicable performance period at the same time and on the same basis as other UEIP payments are made to other eligible Union employees, and any such prorated UEIP payment shall be calculated based on the eligible earnings of the retired Union employee during the applicable performance period and actual achievement relative to the pre-established goals set forth in Letter A-60.

For purposes of clarity, in no event will a Union employee who does not meet the criteria set forth in this letter be eligible for a prorated UEIP payment for a performance period if he or she isn't employed on December 31st of the performance period. For purposes of this Letter, "retire" means separate from employment with the Company after having attained at least age 55 and 10 years of service (as determined for purposes of access to Company sponsored retiree medical coverage).

In other respects, Sidebar Letter A-60 shall continue in full force and effect herein for the duration of the 2015 - 2019 Agreement, unless changed by mutual agreement of the parties.

Sincerely,

Jay F. Alvaro  
Director, Labor Relations  
Duke Energy

Sidebar Letter A60a



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Union Employee Annual Incentive Program (UEIP)

Dear Mr. Kowolonek:

During the 2019 negotiations, the parties discussed the UWUA Union Employee Annual Incentive Program (UEIP). This letter amends the UEIP Sidebar Letter A-60 dated June 2, 2008 and confirms these discussions and the resulting agreement.

As discussed during negotiations, beginning with the 2020 incentive year UWUA represented 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 Sidebar Letter A60 Union Employee Incentive Plan (UEIP), based on the achievement of goals during the previous year, as determined by the Company.

In all other respects, Sidebar Letters A60 shall continue in accordance with the terms as outlined.

Sincerely,

A handwritten signature in blue ink that reads 'Michael Ciccarella'.

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Cincinnati Customer Care Center

Dear Mr. Kowolonek:

During the 2019 contract negotiations, representatives of the Company and the UWUA, Local 600 (the "Union") discussed the Duke Energy Cincinnati Customer Care Center.

As agreed, the Cincinnati Customer Care Center organization will consist of Customer Service Representatives (CSR) and Service Installation (SI). The CSR group will consist of employees in the Cust Svc Rep-FT Regular, Customer Service Rep-Full Time New, and Cust Service Rep-Part Time New job classifications. The Service Installation group will consist of employees in the Order Processing and Customer Service Representative – Service Installation classifications.

The Cincinnati Customer Care Center wages and merit increases will be administered per the attached (Attachment A). The minimum wage rate for the Cust Svc Rep-FT Regular and Customer Service Rep-Full Time New classifications will be \$14.50 per hour and the maximum hourly rate will be \$16.00 per hour. Effective April 1, 2020 and for the remaining term of the 2019 – 2023 Agreement, the General Wage Increase (GWI) applicable to UWUA represented Clerical employees will be applied to the maximum hourly wage rate of \$16.00 for the Cust Svc Rep-FT Regular and Customer Service Rep-Full Time New classifications. In addition, this increase will be applied to the individual hourly wage rates for employees in these classifications not to exceed the maximum rate of pay. The minimum rate of pay will not increase over the term of the Agreement.

Incentives in the Cincinnati Customer Care Center will be based on the achievement of established performance measures as determined by the Company. The Company will notify the Union of any changes and will meet to discuss if requested by the Union. Any request by the Union to meet for discussion will not delay the implementation of incentive measures. Any employee, who is serving in a non-call-taking role, will receive a bonus equal to the average bonus payout for call-takers, unless an alternative method is mutually agreed upon by management and union representatives. There will be a quarterly review by management and union representatives to ensure that bonus calculations are accurate. Assuming the union representatives involved in this review are in agreement with the calculations, the Union agrees not to support or process grievances related to the bonus calculations.

An incentive eligible employee, who leaves the Cincinnati Call Center, prior to the end of a quarter, will receive a prorated bonus for the time worked in the Cincinnati Call Center organization.

It is expected that representatives working evening, night, holiday or weekend shifts provide at least three hours' notice if they are going to be unable to report to work, whether due to illness or other factors. It is understood that there will be times when an emergency occurs within three hours of the start of an employee's shift.

Employees (including SI), who are called out for other than planned overtime, will be paid a minimum of four hours at the appropriate overtime rate except when they come in, relative to storms, less than four hours before their scheduled shift. In this case, they will only be paid at the applicable overtime rate for a minimum of two hours.

Employees (including SI), who are called out for other than planned overtime, will be paid a minimum of four hours at the appropriate overtime rate except when they come in, relative to storms, less than four hours before their scheduled shift. In this case, they will only be paid at the applicable overtime rate for a minimum of two hours.

The Call Center may elect to observe the actual holiday or the Company designated holiday based on business needs. Prior to December 31 of each year the Company will notify employees of the holiday schedule for the following year. Employees scheduled to work the holiday designated by the Call Center that are excused from work by the Company will receive holiday pay for the regularly scheduled hours they would have worked on the holiday. All other employees will receive eight hours of holiday pay. Twelve hour and nine hour employees working on the holiday designated by the Call Center will receive time and one-half pay for their scheduled hours. If the employee exceeds their scheduled hours, double time will be paid for those hours worked in excess of their schedule. In order to be eligible to receive holiday pay, full time Customer Service Representatives must work the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday.

The Union agrees to support the following:

Virtual Routing (Base Customer Care)

- The Union agrees to not grieve the routing of Duke Energy customer calls and other types of Call Center non-call work to available representatives within the Duke Energy Call Centers or outsourced center(s). The outsourced portion of this work is not subject to any related side-letter agreements.

Premium for Specialties

- Employees in developmental roles will receive \$1.75 per hour in addition to the employee's normal hourly wage rate. These roles currently include the training of new employees and performing the duties of On Job Trainer. This premium may be applied to other roles as determined by the Company. Prior to applying this premium to other duties, the Union and Company will meet at least thirty days in advance to discuss.
- Full-time new and part-time representatives, within the Cincinnati Call Center, who demonstrate, through assessment, that they are fluent in Spanish, will be paid a premium of \$1.00 per hour.

Applicable to Customer Care Operations (Base and SI)

- Virtual Agents. The use of Virtual Agents was discussed and it was agreed that the Company will have the ability to implement a Virtual Agent program based on business needs. The advantages to such a program include faster response for emergency/outage situations, a more efficient use of resources, and increased customer satisfaction. Eligibility will be based on an employee's performance including but not limited to:
  - Achieving or exceeding all performance metrics.
  - No corrective action within the past twelve months.
  - Minimal escalations or Resource Support Line (RSL) calls.
  - Participating employees who subsequently develop performance related issues may have their Virtual Agent privileges revoked.

The number of employees participating in the program is at the sole discretion of the Company. In the event that two or more employees' performance is equal as determined by the Company, seniority will be the deciding factor. Order Processing Representative and Customer Service Representative – Service Installation (CSR-SI) classifications will be combined when determining eligibility for the Service Installation work group. In addition, the program may be suspended or discontinued based on business needs by the Company in its sole discretion. Prior to making such a decision, the Company will meet with the Union for discussion.

- *Emergency or Abnormal Operations.* In order to ensure that our customers' needs are met during outage, abnormal, or emergency situations, it was agreed that a 33% response rate over a rolling twelve month period would apply to all Cincinnati Customer Care employees. Response is defined as reporting to work a call out associated with these types of situations. Any employee who has pre-approved vacation/personal time scheduled immediately prior to or after scheduled off days, or is beginning or ending a bereavement leave, will not have a non-response credited to them for the purposes of calculating the response rate. However, if an employee does respond in this situation a credit will be applied. Employees failing to meet the required rate are subject to corrective action.
- *Vacation Availability.* In the event that Workforce Management determines that additional vacation slots are available during the workday, employees will have the ability to make a request to take advantage of these slots.

#### **Applicable to Base Customer Care Operations**

Employees may be hired either as full time or part time based on business needs. In accordance with the Collective Bargaining Agreement new employees will be classified as probationary for a period of one year. Probationary CSRs will not be eligible to apply for other positions for a period of twelve months from the date of hire. Employees meeting the educational requirements for technical positions represented by the UWUA will be eligible to apply within the twelve month period.

Based on business needs there may be a requirement for part time CSRs. All part-time CSRs will receive part-time employee benefits, regardless of the number of hours they work. While the intention is for part-time CSRs to be scheduled for less than 32 hours per week, they may exceed this number of hours due to actual or expected peak call volumes, trading of hours between employees, etc.

In 2012 two new schedules were agreed to;

- A) 3 twelve hour days and 1 four hour day.
- B) 4 nine hour days and 1 four hour day.

The Company reserves the right to implement these and other schedules based on business needs. At least 30 days prior to implementation, the Union and Company will meet to discuss the schedule. The Company will make every attempt to notify effected employees within a reasonable amount of time when planned overtime is being cancelled.

The meal provision for twelve hour workers will be triggered when the employee works thirteen consecutive hours and fifteen consecutive hours with the employee receiving a meal, or compensation in lieu thereof. For employees on a nine hour schedule, a meal or compensation in lieu thereof, will be provided at eleven and fifteen consecutive hours respectively.

Personal days must be taken in full day increments regardless of the employee's schedule. Twelve hour shift workers will be entitled to three personal day and one diversity day and nine hour shift workers will be entitled to four personal days and one diversity day.



**Applicable to Service Installation**

Customer Service Representative – Service Installation (CSR-SI) within the Customer Relations bid area will have a minimum wage rate of \$16.50 and a maximum wage rate of \$19.00 per hour. Only full time employees will be considered for this position. The minimum and maximum wage rates are not subject to the negotiated annual wage increases. For the first 12 months after entry into the classification, and in accordance with the Patrick P. Gibson Letter, employees failing to meet performance standards may be demoted to the Full Time New job classification. Such demotion may take place prior to corrective action being taken. This does not preclude action being taken on more serious offenses such as but not limited to attendance, zero tolerance calls, or any dischargeable offense. Any demotion will not be subject to the grievance procedure. If such a demotion occurs, the employee's rate of pay will be reduced to the rate of pay at the time the employee promoted to the CSR-SI position plus any merit increase that the employee had received since their promotion, not to exceed the maximum wage rate for the CSR classification. If the employee is demoted, they will not be considered for promotion for an additional nine months, from the date of demotion or last corrective action. During the first six months, an employee can request to demote from CSR-SI. Employees who demote within six months will retain their classified seniority. Employees demoted after six months will receive an adjusted seniority date.

Employees in the CSR-SI classification will receive a \$0.50 merit increase every six months in accordance with the December 29, 2000 Patrick P. Gibson Letter in lieu of the annual general wage increase until reaching the maximum rate of pay. Once an employee reaches the maximum rate of pay, they will receive an annual lump sum equal to the negotiated general wage increase for clerical employees.

Employees accepting a Customer Service Representative – Service Installation position will not be eligible to cross or laterally bid for a period of nine months from the date they enter the classification.

This letter will be in effect during the term of the 2019 – 2023 Agreement.

Sincerely,



Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations

Attachments

	Cust Svc Rep-FT Regular and Customer Service Rep-Ftn			
	Current Max	April 1, 2020	April 1, 2021	April 1, 2022
General Wage Increase	NA	2.5%	2.5%	2.5%
Max Wage	\$16.00	TBD	TBD	TBD

1. Merit increases for Customer Service Rep-Ftn remain at \$0.25 every six months in accordance with the Letter of Agreement dated February 23, 2018.
2. Merit increases for Cust Svc Rep-FT Regular remain at \$0.50 until April 1, 2020 at which time the amount will be reduced to \$0.25 due to the GWI being applicable.
3. Customer Care Incentive Bonus of up to \$500 per quarter based on performance.
4. Employees are eligible to participate in the UEIP.

Title	Wage Range	Negotiated Base Wage Increases	Merit Increases	UEIP	Call Center Incentive Bonus
CSR – PTN	\$12.00 - \$13.00 <sup>1</sup>	Same as Clerical <sup>2</sup>	\$0.25	Yes	Up to \$375 per Quarter
CSR-SI	\$16.50 - \$19.00 <sup>1</sup>	See #3	\$0.50 <sup>4</sup>	Yes	See #5
Order Processing Rep	N9	Same as Clerical	\$0.25 every six months.	Yes	See #5

1. The minimum and maximum wage rates for the CSR-PTN and CSR -SI will not increase with annual base wage increases.
2. Any CSR-PTN with a wage rate at or above the maximum will receive their annual increase in the form of a lump sum rather than a base increase.
3. Semi-annual merit increases are in lieu of General Wage Increase.
4. \$0.50 every six months is in lieu of General Wage Increase. After maximum is reached employee will receive a lump sum increase equal to the negotiated annual wage increase for clerical employees.
5. Service Installation representatives assigned to take base calls at least 35% of the quarter will receive the quarterly Call Center Incentive based on their performance.



June 2, 2008

Mr. James W. Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Part-Time Employee Benefits

Dear Mr. Anderson:

During the 2008 contract negotiations, representatives of the Company and the UWUA, Local 600 (the "Union") discussed benefits that would be extended to part-time employees represented by the Union. Accordingly, the following table outlines the benefits that these employees will receive during the term of the 2008 – 2012 Collective Bargaining Agreement.

Benefit	Comment
Pension	Only if work greater than 999 hours in a 365 day period
401(k)	Same as full time employees
Medical	Same as full time employees
Dental	Same as full time employees
Vision	Same as full time employees
Flex Spending Accounts	Same as full time employees
Short-Term Disability (STD)	After 12 consecutive months of employment
Bereavement	Day of funeral only
Holidays	Only if holiday falls on a regular scheduled work day
Personal Day	One personal day after 12 consecutive months of employment
Vacation	Number of hours regularly scheduled per week times # of vacation weeks based on years of service
Supplemental Workers' Compensation	Same as full time employees
Jury Duty & Witness Pay	Only if it falls on a regular scheduled work day
Shift/Sunday Premiums	Same as full time employees
Life and AD&D Insurance	Same as full time employees
Dependent Life Insurance	Same as full time employees

Very truly yours,

Jay R. Alvaro  
Vice President



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Revenue Services Representative

Dear Mr. Kowolonek:

During the 2012 negotiations, the parties discussed consolidating the current three work groups within the Revenue Services Department into one newly created job classification titled "Revenue Services Representative" (RSR). Based on these discussions, the parties agreed to create the RSR position in accordance with this letter.

Specifically, Revenue Services currently is comprised of three work groups: (1) Billing, (2) Accounts Receivables, and (3) Payments. These three work groups' functions will be combined and performed by the newly created RSR position. The job description for the RSR position is Attachment A to this letter.

**Wage Rate:** The minimum rate of pay for the RSR position is established at \$17.00 per hour and will not increase during the term of the contract. The maximum rate of pay is \$19.50 per hour with the maximum increasing to \$19.75 on April 1, 2021. The GWI will not increase the minimum or maximum rate of pay for this position. Any employee below the new minimum rate of pay will be increased to new minimum with next payroll following contract ratification.

**Merit Increases:** Employees in the RSR position may progress to the maximum wage rate through merit increases of \$0.25 at six-month intervals. Employees will be eligible for \$0.25 merit increases in accordance with the December 29, 2000 Patrick P. Gibson Letter. Employees at the maximum rate of pay will receive an annual merit increase in a lump sum amount equal to the negotiated general wage increase for clerical employees, which may be in the form of a percentage pay increase and/or lump sum amount.

**Selection:** The Company will give first consideration to full-time employees over part-time employees in the competency-based selection process for the RSR position when all other things are equal.

**Incumbent Employees.** Incumbent employees will perform all functions of the newly created job description but will be considered grandfathered in their existing classifications. Incumbent employees will continue to receive the negotiated general wage increases applicable to their current job classifications in accordance with the Collective Bargaining Agreement. In addition, these employees will retain all bid and rollback rights in the Customer Relations Bidding Area.

**Tamper Theft and Switched Meter Work** -The Company and the Union agree to establish a \$1.75 per hour premium to be paid to employees in the RSR position when management assigns them to perform tamper theft and switched meter work. Management will assign full-time employees to perform specialty-type work as needed. Any employee who has received a verbal warning in the past six months, or a disciplinary letter or higher-level discipline in the past year will not be considered. Such employees are eligible for consideration once his or her record is free from a verbal warning for six months, and/or free from any disciplinary letter or higher-level discipline for one year. It is anticipated the number of employees performing this work will vary based on work load.

Should additional specialty type work be brought into these teams the company will meet with the Union, at their request, to determine whether the premium is applicable to the work. The Company reserves the right in its sole discretion to determine whether the premium is applicable.

Management will consider seniority as a tiebreaker to determine which equally qualified employees will be assigned to perform this work. No premium will be paid to employees while training or on paid time off. This letter shall not be construed as limiting management's rights under the terms of the applicable collective bargaining agreement.

Title	Wage Range	Merit Increase
Revenue Services Rep April 1, 2019 - March 31, 2020	\$17.00 - \$19.50	\$0.25 every 6 months
Revenue Services Rep April 1, 2021 - March 31, 2023	\$17.00 - \$19.75	\$0.25 every 6 months

This letter will be in effect during the term of the 2019 - 2023 Agreement.

Sincerely,



Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Competency Based Selection

Dear Mr. Kowolonek:

During the 2019 negotiations, the Company and Union discussed the ongoing implementation of a Competency Based Selection (CBS) Process for certain job classifications. Specifically, this process will be utilized when filling certain clerical jobs designated as Level NB and above and certain technical jobs designated as level T4 and above. This will ensure that the most qualified candidate is selected for the position and is more likely to succeed.

Job openings will be filled using the following Competency Based Selection process:

- Job applications/resumes will be screened to determine that the basic qualifications, as set forth in the job description are met. An employee's corrective action which is below Suspension will not affect consideration of the employee for any jobs that are posted externally.
- To supplement their application, Company employees may print copies of their training records, job history, or other similar documents relating to their employment from the Employee Center on the Company's portal, and provide such documents to interviewers during the interview process or as attachments to their electronic application. All such documents provided by employees will be considered by the Company.
- Candidates meeting the minimum qualifications will be evaluated based on the following factors: skills and qualifications, prior job performance and/or experience and, in certain positions, a Basic Skills Assessment.
- Absent unusual circumstances, candidates will be interviewed by a team of at least three qualified, interviewers as determined by the Company. When determined by the Company to be feasible, one of the interviewers will be from a department outside of the department posting the position. Human Resources and/or Labor Relations will continue to provide guidance as appropriate.
- Company employees will be provided with advantage points in the process that will not be provided to external applicants. Specifically, the advantage points will be calculated as follows:
  - One point will be provided for existing UWUA members; and
  - One point will be provided for existing UWUA members who are full-time employees.

Accordingly, a part-time UWUA member would be provided with one advantage point and full-time UWUA members would be provided with two advantage points.

- Seniority will be the deciding factor if there are two full-time, internal candidates who are equally qualified as determined by the Company. (
- Unsuccessful candidates under this process will be provided with additional interview training and/or assistance with resume preparation upon their written request to their HR Business Partner.

The process, as outlined above, will be used for the following job classifications:

CLERICAL	TECHNICAL
Gas Operations Administrator	System Integrity Technician Associate
Administrative Office Clerk	System Integrity Technician
Electric Operations Clerk	Sr System Integrity Technician
Order Processing Representative	Gas Technician
Sourcing/Purchasing Associate	Control Technician III
Customer Relations Representative B	Technician
Gas Document Specialist	Control Technician II
Customer Relations Clerk B	Gas Layout Technician
Office Coordinator	T&D Support Technician
Revenue Services Representative	Control Technician I
Service Installation Representative	Sr Gas Layout Technician
Customer Experience Support	GIS Technologist II
Senior Work Management Specialist	GIS Technologist I
Land Analyst	GIS Technologist III
Gas Office Coordinator	LIT Support Agent II
Gas Operations Support Specialist	LIT Support Agent I
Customer Relations Representative C	T&D Design Technician
Customer Relations Clerk C	Design Technician
Engineering Office Clerk	Operations Technician
Administrative Office Clerk - IT	Sr Substation Design Technician
	Sr T&D Design Technician
	Distribution Technician
	Substation Design Technician
	Surveying Technician
	Sr Transmission and Distribution Technician
	Sr T&D Support Technician
	Gas Marketing Specialist
	Configuration Management Specialist
	Engineering Specialist I
	Engineering Specialist Assistant
	Event Tech Services Specialist I
	Gas Controls System Tech
	P&C Design Document Specialist
	Lighting Specialist I
	Lighting Specialist II

Additionally, the Company would use this process to fill any newly created job classifications that are at or above the NB or T4 wage level (or its equivalent). The selection process for Customer Projects Resource Specialist, Customer Project Coordinator and the Gas Operations Trainer, will remain as outlined in the applicable side bar letters.

Sincerely,

A handwritten signature in blue ink that reads "Michael Ciccarella". The signature is written in a cursive style with a large initial "M".

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations





April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Severance Program

Dear Mr. Kowolonek:

To the extent the Company and the union agree that a severance opportunity will be provided to UWUA represented employees during the term of the CBA, the Company will provide employees who are designated as eligible by management a one-time lump-sum severance payment and other benefits if they meet basic plan requirements, as set forth below;

Severance Payment Formula

The Severance Payment will be calculated as follows based on the Eligible Employee's release date;

- Two weeks of Annual Base Pay for each Year of Service (including partial Years of Service).
- For employees hired on or after April 1, 1989, the Severance Payment will not be less than 12 weeks and not more than 52 weeks of the eligible employee's Annual Base Pay.
- For employees hired before April 1, 1989, the Severance Payment will not be more than two times the eligible employees Annual Base Pay. The maximum severance payment will not exceed two times an employee's annual compensation calculated as two times the compensation listed in Box 5 of the employee's most current W-2.

Additional Benefits

- Six months of Company-paid medical/dental coverage under COBRA following separation for all participating employees who have such coverage in effect as active employees upon separation.
- Access to outplacement services under the Company's program.

Design Features

- Employees are required to remain employed in good standing until their release date, which will be established by management in its sole discretion.
- Employees must sign and not revoke a Waiver and Release of All Claims in order to receive any benefits under this Program.
- Employees who separate under this Program will not be eligible for rehire or for staff-augmentation contingent worker (contractor) assignments for 12 months after their release date.

The Company shall designate who will be eligible for the severance program by department, job classification, age and/or years of service. or other legitimate, objective criteria, as determined by the Company, in its sole discretion.

Sincerely,

A handwritten signature in blue ink that reads "Michael Ciccarella". The signature is written in a cursive style with a large, stylized initial "M".

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations



April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Overtime Provisions

Dear Mr. Anderson:

During 2012 contract negotiations, the parties discussed providing employees' flexibility in certain situations to work overtime assignments at a time mutually agreeable to the individual employee and his or her management, when consistent with business needs.

Per our discussion regarding overtime scheduling, the parties have agreed to the following in order to provide flexibility to employees. If an employee volunteers or is required to work overtime and the employee requests to work the overtime on their second scheduled off-day in lieu of working the overtime on a different scheduled off-day, management may approve the employee's request if it meets business needs as determined by the Company. When such employee requests are granted by the Company, the overtime worked will be paid at the rate of time and one-half, instead of double time.

Similarly, if an employee requests to work overtime at a date and/or time of his or her choice and the supervisor approves the request as consistent with business needs as determined by the Company, the Company will pay the overtime at the time and one-half rate.

This in no manner restricts the right of the Company to schedule overtime based on business and operational needs. Such assignments may be mandatory and employees are expected to work such mandatory assignments, and the applicable overtime and meal provisions would apply as stated in the Agreement.

It is believed that this letter accurately describes the parties' agreement.

Very truly yours,

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

Jay R. Alvaro  
Vice President, Labor Relations

**A-71**



April 13, 2012

Mr. James Anderson  
President  
Utility Workers Union of America  
IUU Local 600  
810 Brighton Street  
Newport, Kentucky 41071

Re: Outsourcing Affecting Job Elimination

Dear Mr. Anderson:

During the 2012 negotiations, the parties discussed the issue of outsourcing and its impact on bargaining unit members. The parties agreed that the 2005 Labor Management Executive Committee (LMEC) process was outdated, and should be replaced as set forth herein.

The parties will continue to engage in a collaborative process where Labor Relations professionals, management, and union representatives exchange data, perspectives, and ideas so that outsourcing decisions affecting job elimination can be made in an open and candid environment.

As a first step, once the Company has determined that outsourcing is feasible based on proposals received from a potential vendor(s) and that outsourcing will likely result in job elimination, the Company will notify the Utility Workers Union of America, IUU Local 600 ("Union"). Upon receiving this notice, the Union can request information from the Company and/or propose how it would be more advantageous for unionized employees to retain the work at issue.

If requested by the Union, a meeting will be held to discuss the most competitive bid. During the meeting, the Company will provide the Union the key criteria used to evaluate the bid. The meeting should include the following representatives:

- Management representative of the outsourcing department;
- Union leadership;
- A representative from Labor Relations

The Company is fully aware of any legal responsibilities it may have, including the legal duty to share information and bargain in good faith, and will comply with those responsibilities. The Union understands that information shared between the parties while utilizing the process described in this letter is subject to legal protections, and the information shall remain confidential to this process and to the Company.

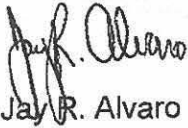
**A-72**

The parties recognize that each outsourcing proposal should be evaluated on a case-by-case basis, with consideration of factors including but not limited to the overall operating costs, relative labor costs (including the applicable loading rates such as benefits, pension, payroll taxes, etc.), any applicable regulatory requirements, equipment, technological developments, job process improvements, special expertise, efficiency, safety, availability of skilled labor and supervision, scalability, and any other factors that may impact the merits of outsourcing.

The parties further recognize and agree that neither party shall cause unreasonable delay during the process. It is the intent of the parties that this process will occur during approximately two months following the notice provided to the Union referred to in Paragraph 3 hereinabove and/or the parties' first meeting on the issue, if later than the notice. No provision of this letter shall be construed to eliminate or otherwise modify any applicable provision of the parties' collective bargaining agreement relating to outsourcing.

It is agreed that this letter accurately reflects the parties' agreement.

Very truly yours,



Jay R. Alvaro  
Vice President, Labor Relations



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

Michael A. Ciccarella  
Labor Relations Consultant  
513.287.5022 (Tel)  
513.287.1760 (Fax)

November 16, 2009

Mr. Jim Anderson  
President, UWUA Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: LIT Support Agent Job Progression

Dear Mr. Anderson:

The Company is establishing a new job progression in order to provide information technology support to various business units. The classifications are as follows;

- LIT Support Agent I
- LIT Support Agent II
- LIT Support Agent III

Initially three positions will be filled with one employee classified as a Support Agent I and two classified as Support Agent II. Based on the skill set required to perform this work, the Company will select the individuals for these positions. In regard to educational requirements, employees initially placed in these positions will be grandfathered and will be considered as meeting the requirements for promotional opportunities within this progression. Going forward, the LIT Support Agent III will be the entry level position for this progression and posted as stated in the Collective Bargaining Agreement.

**Wage Rates**

The wage rates for this classification will be as follows;

Job Classification	Minimum Hourly Rate	Maximum Hourly Wage	Merit Increase
LIT Support Agent I	\$30.71	\$33.71	\$0.25
LIT Support Agent II	\$25.97	\$28.97	\$0.25
LIT Support Agent III	\$21.88	\$24.50	\$0.25

Individuals placed initially in these positions will be placed at their current wage level not to exceed the maximum wage rate established for the classification. Employees making less than the minimum will be placed at the minimum wage rate for that classification.

**Merit Increases**

Merit increases will be given every six months in accordance with the "Patrick P. Gibson" letter dated December 29, 2000. These increases will be \$0.25 per hour.

Mr. James Anderson  
November 16, 2009  
Page 2

**Out of Town Work Assignments**

It is anticipated that all employees in this progression will be given out of town assignments to support Duke Energy facilities. Based on skill level, the majority of these assignments will fall within the LIT Support Agent I classification. When such assignments are made Sidebar Letter A-15 will prevail.

**Emergency Overtime Callouts**

There may be occasions when employees are called out to respond to information technology issues that require an immediate response to ensure continuity of operations. In such cases, employees will be permitted to respond from locations other than a Duke Energy facility. In such case, the minimum call out of four hours will apply. If a second call out is required within four hours of the first call out it will be considered a continuation of that call out. If an employee does not travel in order to respond then no travel time will be paid.

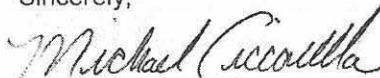
Employees are expected to respond to and work a reasonable number of emergency overtime assignments. Employees who are consistently unavailable for such assignments are subject to disciplinary action, up to and including discharge.

**Progression**

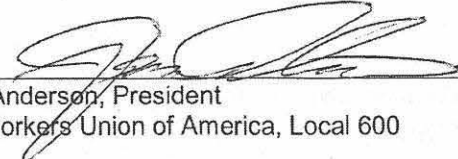
Employees will perform satisfactory will automatically promote from the Support Agent III classification to the Support Agent II classification once all qualifications are met. Employees on a disciplinary track or those that have been denied a merit increase will not be eligible to promote until they have received two consecutive merit increases or have been discipline free for one year. Promotions to the Support Agent I classification will be based on business need only.

This letter describes the establishment of the above mentioned classifications, wage rates, and initial staffing. Except where specifically abridged by this letter, all provisions of the 2008 – 2012 Collective Bargaining Agreement apply. In addition, the rights retained by the Company under Article I, Section 2 (c) of the Agreement remain unchanged. This letter in no manner represents a commitment on behalf of the Company in regard to staffing levels. The Company reserves the right to change or modify these job descriptions in accordance with the Agreement. I believe that this letter adequately describes our discussion regarding this matter. If the Union is in agreement with this proposal please return a signed copy of this letter to me at your earliest convenience.

Sincerely,



Michael A. Ciccarella  
Labor Relations Consultant  
Duke Energy

Signed:   
James Anderson, President  
Utility Workers Union of America, Local 600

Date: 12/7/09



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

Michael A. Ciccarella  
513.287.5022 (Tel)  
513.287.1760 (Fax)

March 31, 2011

Mr. Jim Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: On Call Rotation – Local IT Support

Dear Mr. Anderson:

Per our recent discussion, the Company is establishing an on call rotation for employees in the Local Information Technology job progression. As we discussed, the employee in the LIT I classification is excluded from this rotation due to business needs at this time. However, it is acknowledged and agreed that the Company has the sole discretion to include employee(s) in the LIT I classification in the rotation if business requirements change in the future.

While on call, employees will be compensated at the rate of \$16.50 per day. In addition, the minimum call out will be two hours. If a second call out is required within two hours of the first call out, it will be considered a continuation of that first call out. As previously agreed to, employees will be permitted to respond from locations other than a Duke Energy facility. If an employee does not travel in order to respond, then no travel time will be paid.

Employees failing to respond to a call out in a timely manner may be subject to disciplinary action, up to and including discharge.

Sincerely,

Michael A. Ciccarella  
Labor Relations Consultant  
Duke Energy

For the Union:

  
James Anderson  
President, UWUA Local 600

Date 4/5/11

A-74





Duke Energy Corporation  
139 East Fourth Street  
Cincinnati, OH 45202

December 20, 2012

Mr. Jim Andersen  
President  
Local 600  
Utility Workers Union of America  
810 Brighton Street  
Newport, KY. 41071

Re: Foreign Utility Assistance

Dear Mr. Andersen:

This letter documents our discussions and agreement concerning emergency work performed for other utilities. The following guidelines will apply when employees represented by UWUA Local 600, are called upon to work for a foreign utility in emergency situations.

Compensation Guidelines:

- All hours of travel or work will be paid at the rate of time and one-half.
- After 16 consecutive hours of work, Article XII, Section 2(c) will continue to apply.
- Compensation when traveling begins when the employee begins driving toward their destination and ends when the employee arrives at the final destination of the day.
- When employees reach their destination and are to begin work, compensation will begin when the employee leaves the host Company staging area. If the staging area is away from the place of lodging and crews have to be transported to the staging area, then time begins when the employee leaves the place of lodging.
- Compensation ends for the work day when the employee returns to the host Company's staging area. If the staging area is away from the place of lodging and crews have to be transported, then the time will stop when the employee returns to the place of lodging.



Duke Energy Corporation

139 East Fourth Street

Cincinnati, OH 45202

- Employees required to work ten consecutive hours or more, shall be furnished a meal or compensation in lieu thereof (in accordance with the Contract), and an additional meal or compensation in lieu thereof, for each contiguous five hour interval worked thereafter until released from duty.
- Employees are not eligible to receive a daily per diem allowance.

Crew Assignments:

- Management will determine which bidding areas will be eligible to participate in a deployment, and the number of employees and crews from each of the bidding areas.
- During their deployment, employees are expected to comply with the Duke Energy Code of Business Ethics and related policies and procedures.

This letter will be interpreted and applied to comply with all laws. To the extent that this letter conflicts with any applicable law, the law will prevail. The current Contract will remain in effect for issues not addressed herein.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc W. Arnold'.

Marc W. Arnold  
Director Design Engineering OH/KY

cc: L. Gregory  
R. Atkins  
M. Ciccarella



Duke Energy  
139 East Fourth St.  
Cincinnati, OH 45202

May 8, 2014

Mr. Jim Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Senior Work Management Support Specialist

Dear Mr. Anderson:

I am writing in regard to our conversations regarding the establishment of the Senior Work Management Support Specialist within Midwest Delivery Operations. As we have discussed, the minimum hourly rate for this position will be \$31.02 and a maximum rate of \$31.52 per hour. Merit increases will be administered as outlined in the Collective Bargaining Agreement. Furthermore, Sidebar Letter A65 (Competency Based Selection) will be applicable to this position. Also as discussed, the Company will agree that the first three positions will be limited to qualified UWUA represented employees plus any additional positions for two years after entering this agreement. In the event that three positions are not filled within two years, the agreement will be extended until such time as three total positions are offered. This agreement in no manner restricts the Company's right to revise this job description in the future as provided for in the Collective Bargaining Agreement or any applicable sidebar letter.

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.

Sincerely,

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations KY/OH/Carolina

For the Union:

Signed

James Anderson, President  
Utility Workers Union of America, Local 600

Date:

5/8/14

[www.duke-energy.com](http://www.duke-energy.com)

Sidebar Letter A77



April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Separation of Delivery Operations and Gas Operations

Dear Mr. Anderson:

During the 2015 negotiations, the parties discussed the separation of Midwest Delivery Operations and Gas Operations relating to clerical functions performed by Office Coordinators, Customer Projects Recourse Specialists, and employees assigned to the Order Completion role.

As discussed, the work being performed by the above referenced classifications is being divided between the Midwest Delivery Operations (Electric) and Gas Operations (Gas) business units. As such, two new positions are being established in the Gas Operations Clerical Bid Area, Gas Office Coordinator (Gas QC) and Gas Operations Support Specialist (GOSS). Employees in the Office Coordinator classification currently assigned to Gas Operations will be reclassified as Gas Office Coordinators. The Customer Projects Resource Specialists (CPRS) currently assigned to Gas Operations will be re-classified into the new Gas Operations Support Specialist position. Employees currently performing the Order Completion role will remain in their respective classifications in the Customer Relations Bid Area.

The wage levels for the new positions remains the same as the existing Office Coordinator and CPRS classifications. The Company maintains all rights provided under the Collective Bargaining Agreement and applicable sidebar letters to revise job descriptions and/or discontinue filling these job classifications based on future business needs. Should such material revisions occur to the job descriptions, UWUA Local 600 may request a re-evaluation by the Job Evaluation Committee as provided for in the Agreement.

In order to give incumbent employees a final opportunity to move between the electric and gas bidding areas, the next three vacancies in either bidding area for an OC or a Gas QC will be filled by cross bidding (hand raising) as a combined area. The process for each vacancy will continue until the original posting is filled. This same process will also apply for the next CPRS or GOSS vacancy. Once this commitment is fulfilled, vacancies will be filled using the Competency Based Selection process in accordance with Sidebar Letters A21 (CPRS) and A65 and hand raising will apply only within the individual bid area.

In the event of a work force reduction, the Office Coordinator and Gas Office Coordinator classifications will be combined for the purpose of determining any rollbacks or layoffs. The same will apply for the CPRS and Gas Operations Support Specialist classifications.

Sincerely,



Jay R. Alvaro  
Director, Labor Relations  
Duke Energy



April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Global Positioning Satellite (GPS)

Dear Mr. Anderson:

During the 2015 contract negotiations, the parties discussed the use of Global Positioning Satellite (GPS) system and other types of technology being contemplated for use in Company vehicles.

The primary purpose of the GPS and similar technology is to allow the Company the ability to more efficiently manage and assign work and to enhance safety by allowing us to locate a vehicle in the event we have lost contact with someone or a vehicle has been stolen. As discussed, it is not the Company's intent to constantly monitor employee's whereabouts using the GPS or other technology for the purpose of issuing corrective action.

Although its primary use is for managing work, the Company may review and rely on technology and/or the information obtained through its use to aid in an investigation where there is reason to believe an employee may have violated a Company policy or work rule, and the violation may be substantiated or disproven by such a review. To the extent the Company does rely on such information, the Company will treat similarly-situated employees in the same manner. Any such information, upon which the Company relies for purpose of imposing corrective action, will be provided upon request by the Union in accordance with applicable law.

In accordance with the March 29, 2007 GPS Letter, the Company is providing notice to the Union that the amount of history maintained in these systems may be longer than 30 days.

Sincerely,

Jay R. Alvaro  
Director, Labor Relations  
Duke Energy

Sidebar Letter A-80



April 1, 2019

Mr. Steve Kowolonek  
 President  
 Utility Workers Union of America  
 Local 600  
 810 Brighton Street  
 Newport, Kentucky 41071

RE: Engineering Specialist Progression

Dear Mr. Kowolonek:

During the 2015 and 2019 negotiations, the parties discussed the Company's decision to establish an Engineering Specialist Job Progression in the Customer Projects Bidding Area and the Transmission & Distribution Bidding Area. This progression will consist of the Engineering Specialist I, II, and III classifications. The wage levels for these newly created positions will be as follows:

Job Classification	Wage Level	Maximum Hourly Rate as of 3/31/19
Engineering Specialist III	T9	\$37.89
Engineering Specialist II	T8	\$36.83
Engineering Specialist I	T4	\$30.39

Wage progression will be as outlined in Article VIII of the Agreement and Sidebar Letter A40, with selections determined by the Company in accordance with Sidebar Letter A65. Employees are required to successfully complete all training programs required by the Company and to promote to the Engineering Specialist II position in a timely manner. Employees successfully completing the requirements for the Engineering Specialist III position will automatically promote to that position. In addition, the Company maintains all rights provided under the Collective Bargaining Agreement and applicable sidebar letters, including but not limited to the right to revise the Engineering Specialist job descriptions based on future business needs. Should such material revisions occur, UWUA Local 600 may request a re-evaluation by the Job Evaluation Committee as provided for in the Agreement.

Employees in the Engineering Specialist I classification may be assigned to a specific headquarters for training purposes as determined by the Company. Employees in the Engineering Specialist I classification will receive all training necessary as identified by the Company to safely perform assigned duties and meet all requirements to promote to the Engineering Specialist II position.

Due to a restructuring of how work is performed by the Company, the Company does not anticipate any future postings for Customer Project Apprentice positions. Incumbent employees will be grandfathered under their existing job description, and will be eligible to continue to receive the negotiated wage increase applicable to employees in the Technical Unit. Existing employees in the progression not at the maximum rate of pay will be eligible to continue receive merit increases as outlined in the December 28, 2012 letter regarding this subject. Also, incumbent employees in the Customer Project Associate and Customer Project Apprentice classifications must continue to meet all Company expectations as previously required, including but not limited to the requirement to progress.

As agreed, when the Company fills a position in the "Engineering Specialist II" classification, the senior qualified Technician in good standing will be promoted to T&D Design Technician. Furthermore, when the Company fills a position in the "Engineering Specialist III" classification, the senior qualified T&D Design Technician in good standing will be promoted to Senior T&D Design Technician. In all cases, employees must be in qualified and in good standing to be eligible for a promotion. This process will continue until all incumbents in the following classifications: Technical Apprentice, Design Technician, Technician, and, T&D Design Technician as of the date the Collective Bargaining Agreement is ratified until all eligible employees have had the opportunity to progress to the Sr. T&D Design Technician position. The T&D progression will be closed to Technical Apprentices and Technicians hired after April 15, 2015. It is the intent of the Distribution Design organization to utilize the Engineering Specialist progression for all such future hires.

For the purposes of "hand-raising" (bidding on headquarters or location) within the Customer Projects Bid Area, the Customer Projects Coordinator and the Engineering Specialist III classifications will be combined. In the event of a work force reduction, the Engineering Specialist progressions in the Customer Projects Bid Area and the Transmission & Distribution Bidding Area will be combined.

Additionally, the Company would use this process to fill any newly created job classifications that are at or above the NB or T4 wage level (or its equivalent). The selection process for Customer Projects Resource Specialist, Customer Project Coordinator and the Gas Operations Trainer, will remain as outlined in the applicable side bar letters.

Sincerely,



Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations





April 15, 2015

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Customer Relations Representative/Clerk C Positions

Dear Mr. Anderson:

During the 2015 negotiations, the parties discussed the filling of future vacancies in the Customer Relations Representative C and the Customer Relations Clerk C classifications.

Based on these discussions, the parties have agreed that future openings in the Customer Relations Representative C and Customer Relations Clerk C classifications will be filled by the Company using the Competency Based Selection process.

The first three (3) positions will be filled using the Competency Based Selection process among the incumbent Order Processing Representatives in good standing. Should there only be one Order Processing Representative apply for each of the first three positions and he or she meets the minimum qualifications and is in good standing they will be the successful candidate. Order Processing Representatives selected by the Company for the first 3 opportunities will have their rate of pay reduced to the maximum wage rate of the Customer Relations Representative/Clerk C classification. In the event that no Order Processing Representative in good standing applies for one or more of the first three positions, the Company may fill the vacancy by a Union wide posting using the Competency Based Selection process.

Sincerely,

Jay R. Alvaro  
Director, Labor Relations  
Duke Energy

Sidebar Letter A82



April 1, 2019

Mr. Steve Kowolonek  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Inclement Weather

Dear Mr. Kowolonek:

At Duke Energy, our goal is a zero injury and illness safety culture for our employees and the communities we serve. In order to address the UWUA Local 600's concerns regarding inclement weather, when the Company determines there is a safety concern during periods of heavy or continuous storms or excessive cold weather, the Company will not require employees to perform construction or maintenance work in exposed locations outdoors, unless such work is necessary to protect life, property, or continuity of service. Employees are encouraged to communicate with their supervisors or managers to report and discuss any weather situations they believe may be unsafe. It is expressly understood and agreed that the services to be performed by the employees covered by this Contract pertain to and are essential to the operation of a public utility and to the welfare of the public.

Sincerely,

A handwritten signature in blue ink that reads "Michael Ciccarella".

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations



Duke Energy  
139 East Fourth Street  
Cincinnati, OH 45202

March 12, 2018

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Alternate Schedule

Dear Mr. Anderson:

I am writing in regard to our conversations regarding an alternate work schedule consisting of 4 nine hour days and one 4 hour day. As discussed, this schedule will be administered as follows;

- The four hour day will be determined by business needs and may not necessarily be a Monday or Friday.
- Meal compensation will remain at ten hours as outlined in the Collective Bargaining Agreement including the four hour day.
- Where possible, seniority will be used in the selection of schedules absent business needs as determined by the Company. Should it be necessary to deviate from seniority, the Company will notify the Union the reason for the deviation and afford the Union an opportunity to offer alternatives.
- The double-time day will be Sunday.
- Personal/diversity days must be taken in full days regardless of the employee's schedule and cannot be taken in smaller increments.
- Employees working this schedule will revert to an eight hour schedule during all workweeks that contain a holiday recognized by the Company in an effort to maintain consistency throughout the bargaining unit.

The availability of this schedule to various workgroups and employees within those groups will be based on business needs. The Company retains all rights under the Agreement and applicable sidebar letters including the right to discontinue this schedule. 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.

Sincerely,

Michael A. Ciccarella  
Senior HR Consultant

For the Union:

Signed:   
James Anderson, President

Date: 3/12/18



Duke Energy  
139 East Fourth Street  
Cincinnati, OH 45202

September 13, 2016

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Gas Marketing Progression

Dear Mr. Anderson:

The Gas Marketing progression, consisting of the Gas Marketing Specialist and Senior Gas Marketing Specialist classifications, was established in 2015 in order to assist in the expansion of Duke Energy's commercial gas operations. Since that time, the roles have evolved to the extent that the Company has determined that combining the classifications will provide the maximum flexibility in meeting customer needs.

Per our conversation, the existing classifications will be combined into one classification. Current educational requirements for the Gas Marketing Specialist call for a minimum of 45 credit hours with an Associate's Degree obtained within three years. The requirement for the revised job description will be a minimum of 45 credit hours with an Associate's Degree in engineering, technology, construction management, or business obtained within eighteen months of entry into the classification. Absent extenuating circumstances as solely determined by the Company, employees who fail to obtain the required degree within the eighteen month time frame are subject to discharge. The Company retains all rights under the Collective Bargaining Agreement to modify the duties and qualifications including acceptable degree requirements. Should the Company contemplate such revisions, notice will be given to the Union prior to any changes being made.

The wage rate for employees entering the classification will be the T7 minimum hourly rate. As outlined in the Patrick P. Gibson letter (Sidebar Letter A40) employees will be granted a merit increase in accordance with the Collective Bargaining Agreement if progress, measured by demonstrated ability and performance, has been satisfactory after six months. After one year, and again based on satisfactory performance, the employee's wage rate will be adjusted to the T8 minimum hourly rate provided that all educational requirements are met. For those employees not meeting the educational requirement at the twelve month mark, the wage adjustment will be made when the employee completes the requirement. As stated above, this must occur within eighteen months of entering the classification.

Incumbent Gas Marketing Specialists with more than one year of classified seniority and meeting all qualifications of the revised job description will have their wage rate adjusted to the T8 minimum hourly rate. Any current Gas Marketing Specialist not meeting the educational requirement of the revised job description will continue to have three years from entry into the classification to meet the requirement. Upon meeting the education requirement and all other qualifications, the employee will have their wage rate adjusted to the T8 minimum hourly rate. Employees in this category will maintain their seniority.

A85

Mr. James Anderson  
September 13, 2016  
Page 2

As stated previously, the Company maintains all rights provided under the Collective Bargaining Agreement and applicable sidebar letters to revise or discontinue job descriptions, including this one, based on future business needs. Should such material revisions occur to the job description, UWUA Local 600 may request a re-evaluation by the Job Evaluation Committee as provided for in the Agreement.

In addition, UWUA Local 600 agrees to withdraw Grievance #399 pertaining to the establishment of the Gas Marketing progression.

I believe that this accurately describes our conversation regarding this matter. If you are in agreement, please sign and return a copy of this letter to me.


Sincerely,



Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations

For the Union:

Signed: \_\_\_\_\_



James Anderson, President  
Utility Workers Union of America, Local 600

Date: \_\_\_\_\_

9/14/16



Duke Energy  
139 East Fourth St  
Cincinnati, OH 45201  
Labor Relations

September 26, 2017

Mr. James Anderson  
President  
Utility Workers Union of America  
Local 600  
810 Brighton Street  
Newport, Kentucky 41071

RE: Lighting Specialist Progression

Dear Mr. Anderson:

I am writing in regard to our conversations regarding the establishment of the Lighting Specialist progression. As discussed, this will be a separate bid area consisting of the Lighting Specialist I (Wage Level T5) and Lighting Specialist II (Wage Level T8) job classifications. All applicable provisions of the Collective Bargaining Agreement, including Sidebar Letter A65 - Competency Based Selection, will apply to these positions.

The initial posting will be for two Lighting Specialists IIs and be restricted to qualified employees in the Distribution Design OH/KY and the Distribution Design (Subdivision) departments. Should the successful candidate be in a classification with a wage level higher than T8, then they will be grandfathered in their current classification and be eligible for contractual wage increases applicable to that classification. For all other purposes under the Collective Bargaining Agreement these grandfathered employees will be considered as Lighting Specialists IIs. As such, they will have no rollback rights within their former work groups. Conversely, these employees would not be included in any surplus/rollback scenario within their prior work group. The ability of employees with more than fifteen years of service to displace employees outside of their bidding area is not impacted. Employees in the Technician or T&D Design Technician classifications accepting a Lighting Specialist position will not be eligible to promote as outlined in Sidebar Letter A81.

The Company maintains all rights provided under the Collective Bargaining Agreement and applicable sidebar letters to revise or discontinue job descriptions, including these, based on future business needs. Should such material revisions occur to the job description, UWUA Local 600 may request a re-evaluation by the Job Evaluation Committee as provided for in the Agreement.

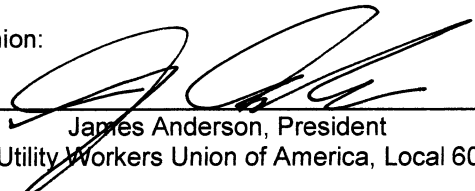
I believe that this letter accurately describes our conversations regarding this issue. If you are in agreement, please sign and return this letter to me.

Sincerely,

Michael A. Ciccarella  
Senior HR Consultant  
Labor Relations KY/OH/Carolina

For the Union:

Signed: \_\_\_\_\_

  
James Anderson, President  
Utility Workers Union of America, Local 600

Date: \_\_\_\_\_

10/2/17

# 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

**GENERAL INDEX**

	Page		Page
<b>A</b>			
Absence		Planned Overtime .....	21
Death in Family ..	24	Union Security Clause, Automatic ...	3
Illness .....	15-16	Changes in Agreement.....	1-2
Industrial Accidents .....	17	Change of Schedule - Temporary .....	19
Jury Duty .....	1, 24	Check Off of Union Dues and	
Leave of Absence .....	9, 13	Service Charges .....	3-4
Military Service .....	8-9, 14, 26	Christmas Day - Work on .....	20, 22, 36
System Service and		Classification	
Seniority.....	7-10	Committees .....	30-31
Union Officers .....	9	Of Employees .....	11-12
Testifying for Company.....	24	Classified Seniority.....	8-12
Accidents - Investigation of.....	26-27	Coercion - By Company .....	4-5
Advancements - Temporary .....	11, 26	Coercion - By Union.....	4-5
Advance Notice Layoff.....	5, 10	Compensation For	
Agreement - Term of .....	1-2	Death in Family .....	24
Amendments to Agreement .....	2	Grievance Meeting.....	7
Arbitration Procedure .....	7	Holidays.....	20-21
Assignments, Temporary -		Holidays within Vacations.....	14
To Higher Pay.....	26	Inclement Weather.....	23
Automatic Cancellation of		Industrial Accidents .....	17
Union Security Clause .....	3	Jury Duty .....	1, 24
<b>B</b>			
Bargaining Unit		Meals.....	21-23
Description and Recognition of .....	1	Scheduled Off Days.....	18
Basic Health Care .....	32	Sick Leave .....	15-16
Bidding, Cross - Between Divisions... 1,		Temporary Assignments.....	26
.....	10	Temporary Demotions .....	26
Bulletin Boards		Temporary Promotions .....	25-26
Overtime Lists .....	19	Testifying For Company.....	24
Posting Job Vacancies .....	11-12	Travel.....	20-23
Posting of Union Notices.....	25	Union's Job Evaluation Advisory	
Business Manager, Premise Rights. 24		Committee.....	30-31
<b>C</b>			
Call-Out Pay .....	20-21	Vacations .....	12-14
Cancellation of		Condition of Continued	
Call-Out Overtime .....	21	Employment.....	3-4
		Consecutive Off-Days .....	18
		Continuity of Work.....	1-2
		Contracting Work .....	25
		Cross Bidding Between	
		Divisions.....	1, 10
		Crossing of Picket Lines .....	4-5



**GENERAL INDEX**

Page	Page
<b>D</b>	
Day, Basic Work.....	17-18
Day Workers .....	17-18
Scheduled Work Day .....	17-18
Basic Work Week .....	17-18
Death in Family .....	24
Deceased Employees Vacation .....	13
Decision of Arbitrator .....	7
Deduction of Union Dues or Service Charges .....	3-4
Demotions	
On basis Classified Seniority .....	5, 10-11
Reduction in Forces .....	5, 10
Rights of Management .....	5
Dental Insurance .....	32
Department Stewards .....	5-6, 27
Departmental and Divisional Working Rules .....	35-42
Description of Bargaining Unit .....	1, 3
Determination of Equal Seniority .....	10
Differential - Shift .....	30
Discharge or Dismissal	
Of Employees .....	2, 4
Rights of Management .....	5
Discipline of Employees .....	2, 4
Discrimination - By Company .....	3-4
Discrimination - By Union .....	3-4
Diversity Day .....	15
Division	
Of Overtime .....	19
Of the Company .....	8
Seniority .....	7-8
Double Time	
Emergency Work .....	18-19
Excess of 16 Consecutive Hours ....	19
Holidays - Excess of 8 Hours .....	20
Second Scheduled Off-Day .....	18, 21, 33
Dues or Service Charges, Collection .....	3-4
Duration of Agreement .....	1-2
<b>E</b>	
Elections - Voting .....	23
Employees	
Covered by Agreement .....	1, 3
Probationary .....	1, 10, 12-13
Regular .....	3, 4, 12-13
Surplus .....	17
Transfer, Starting Jobs .....	11
Employment	
Condition of Continued .....	3-4
Guaranteed .....	25
Probationary .....	1, 10, 12-13
Temporary .....	12
Equal Seniority - Determination of .....	10
Equipment Furnished - Safety .....	25
Examinations	
Medical .....	13-14, 27
For New Positions .....	25
Extension of Agreement .....	1-2
<b>F</b>	
Fixed Shift Worker .....	17-18
Schedule Work Day .....	18
Scheduled Work Week .....	17-20
Foremen or Supervisory Employees - Representation of .....	2
Foremen's Duties - Restriction on .....	3
<b>G</b>	
Grievance Committee .....	6
Grievance Procedure .....	6-7
Group Life Insurance .....	32
Military Service .....	26
Guaranteed	
Employment .....	25
Work Week .....	25

**GENERAL INDEX**

Page	Page
<b>H</b>	
Headquarters	
Changing of .....	23
Healthcare .....	32
Post-Retirement .....	31
Holidays .....	20-21
Pay .....	20-21
Within Vacations .....	14
Hospital Insurance .....	32
Hours of Work .....	17-18
<b>I</b>	
Illness .....	15-17
Inclement Weather .....	23
Income - Retirement .....	31
Increasing Forces .....	10
Industrial Accident Compensation - Supplemental .....	17
Injuries - Employees Returning to Work - Light Duty .....	16
Insurance	
Dental .....	32
Group Life .....	32
Hospital/Medical .....	32
Interruption or Pyramiding Benefits ..	33
Investigation of Accidents .....	26-27
<b>J</b>	
Job Classification and Evaluation ..	30-31
Job Description - Equivalent Qualification .....	12
Jobs Open Notices - Posting of .....	11-12
Jobs Outside the Bargaining Unit - Promotions to .....	9
Job Site Reporting .....	23
Jurisdiction Over Work .....	3
Jury Duty .....	1, 24
<b>L</b>	
Labor Day - Work on .....	20, 22, 36
Laid Off Employees - Rehiring of .....	10
Layoffs - Advance Notice of Or Demotions in Classified Seniority .....	10-11
Promotions, Demotions and Transfers .....	5, 10
Leave of Absence	
Military Duty .....	8, 9, 14, 26
System Service and Seniority ..	7-9, 26
Union Duties .....	9
Life Insurance - Group .....	32
Light Duty - Return from Illness .....	16
Limitations on Sick Leave .....	15-16
Lists - Seniority .....	8
Lockout .....	1-2, 7
Long Term Disability .....	16
Loss of Seniority .....	8-9
<b>M</b>	
Maintenance of Membership .....	3
Management of Membership and Rights .....	5
Meal Compensation .....	21-23
Medical Examinations .....	13, 14, 27
Medical Insurance Rate .....	32
Membership - Union Status .....	3-4
Military Service	
Group Life Insurance .....	26
Seniority .....	8-9
Vacations .....	14
Modified Shift Worker .....	17-19
Scheduled Work Day .....	17-19
Scheduled Work Week .....	17-19
Multiple Posting .....	11-12, 41

**GENERAL INDEX**

Page	Page
<b>N</b>	
New Employees ..... 1, 10-12	Classified Seniority..... 10-12
No Strike Clause ..... 2-4	Temporary..... 26
	Waiver of ..... 11
	Within and Outside the Bargaining Unit ..... 10
	Pyramiding or Interruption of Benefits ..... 33
<b>O</b>	
Off-Days - Consecutive ..... 18	
Open Positions - Posting of ..... 10-12	
Outside Contractors - Equipment ..... 25	
Overtime	
Call-Out Pay ..... 20-21	
Division of ..... 19	
Planned ..... 19, 21	
Planned Outages ..... 23	
Time Off in Lieu of..... 19	
Work - Compensation..... 18-19	
<b>P</b>	
Pay Day..... 22	
Pay for (see Compensation for)	
Payroll Deductions for Dues and Service Charges ..... 3-4	
Period of Agreement and Provisions For Arbitration at End of Agreement..... 1-2	
Personal Day ..... 14-15	
Picketing ..... 4, 5	
Picket Lines - Crossing of..... 5	
Planned Overtime ..... 19, 21	
Planned Outages ..... 23	
Posting of	
Notices - Jobs Open ..... 10-12	
Seniority Lists ..... 8	
Premise Rights - Business Manager .. 24	
Premium Pay..... 18-20	
Probationary Employees .... 1, 10, 12, 13	
Procedures - New or Revised	
Work Methods ..... 5	
Promotions	
	<b>R</b>
	Ratification by Membership ..... 1-2
	Recognition
	of Union ..... 1
	Shift Work and Weekend Work .... 19
	Red-Circle..... 16-17
	Reduction in Forces ..... 5, 10
	Regular (Present) Employees -
	Maintenance of Membership ..... 3
	Regular Work Week ..... 17-19
	Rehiring of Laid Off Employees ..... 10
	Reinstatement of Union Security Clause ..... 4
	Representation of Foreman or Supervisory Employees ..... 2
	Restrictions on Foremen's Duties..... 3
	Resultant Promotions..... 11-12
	Retirement Income Plan ..... 31
	Retirement Savings Plan..... 33
	Retiring Employees' Vacation..... 14
	Retrogression ..... 16-17
	Return from Sick Leave..... 15-17
	Returning Military Service
	Classified Seniority..... 8-9
	Employee's Vacation..... 14
	Return to Bargaining Unit ..... 10
	Rights & Responsibilities,
	Management ..... 5
	Rotating Shift Worker..... 17-19
	Scheduled Work Day ..... 18
	Scheduled Work Week ..... 17-19

**GENERAL INDEX**

	Page		Page
<b>S</b>			
Safety		Supervisors and Foremen	
Advisory Committee.....	26-27	Representation of .....	2
Devices .....	26	Surgical and In-Hospital	
Scheduled Work Day		Medical Insurance.....	32
Day Workers .....	17-19	Surplus Employees .....	17
Shift Workers.....	17-19	System Service.....	8-9
Training.....	20		
Scheduled Work Week		<b>T</b>	
Day Workers .....	17-19	Temporary Advancements -	
Shift Workers.....	17-19	Higher Classifications.....	26
Second Scheduled Off-Day		Planned Overtime .....	19, 21
Premium Pay.....	18-20	Temporary Change of Schedule .....	19
Security - Union.....	3-4	Temporary Employee .....	12
Seniority		Testifying for Company.....	24
Classified .....	8-12	Thanksgiving Day - Work on .....	22, 36
Division.....	7-8	Time	
Lists.....	8	Agreement Effective .....	1
Loss of .....	8-9	Off for Voting .....	23
Military Leave of		Off in Lieu of Overtime .....	19
Absence.....	8-9, 14, 26	Tools, 1" & above - Fleet Services ....	42
Transfer Between Stations .....	8	Training Schedules .....	20
Service Charges or Dues –		Transfers .....	5, 10, 11
Collection of .....	4	Transportation, Meals and	
Service - System .....	8-9	Lodging.....	22-23
Loss of .....	9	Travel Pay.....	21-23
Shift Differential.....	30		
Shift Worker .....	17-19	<b>U</b>	
Shift Worker's Scheduled Work		Union Discrimination .....	4-5
Day.....	17-19	Union Duties - Leave of Absence.....	9
Shift Worker's Scheduled Work		Union Membership Status .....	3-4
Week.....	17-19	Union Security Clause .....	4-5
Short Term Disability .....	15-16		
Stewards - Union .....	2,7	<b>V</b>	
Straight Shift Worker.....	17-19	Vacation	
Scheduled Work Day.....	17-19	Dates .....	12-14
Scheduled Work Week .....	17-19	Deceased Employee.....	13
Strikes .....	2, 4	Employees Leaving Company .....	14
During Arbitration .....	1-2		
Successorship.....	33		
Sunday Premium.....	30		

**GENERAL INDEX**

	Page
Illness or Injury During .....	14
Including Holiday .....	14
Normal Vacation Period .....	13
One Day at a Time .....	13
Pay .....	12-14
Qualify for .....	12-13
Retiring Employees .....	14
Returning Military Service Employees.....	14
Voluntary Arbitration .....	1-2
Voting - Elections .....	23

**W**

Wage Rates .....	28, 29
Waiting Period - Sick Leave.....	15, 16
Weather Conditions .....	23
Willingness and Intention to Join Union - Voluntary.....	3-4
Withdrawal of Membership – Provisions .....	4
Work	
Continuity of .....	2, 22, 23
Contracting of .....	25
In Classification .....	3
Jurisdiction of .....	3
On Labor Day, Thanksgiving Day and Christmas Day .....	22
Stoppage .....	1, 2
Stoppage - During Arbitration .....	1, 2
Upon Return from Sick Leave...	16-17
Work Methods and Procedures - New or Revised.....	5
Work Week	
For Payroll Purposes.....	18
Regular.....	17, 18
Scheduled.....	17,18
Work Vacations .....	14
Workers - Day and Shift.....	17, 18
Working Foreman.....	2, 35, 36

**EXHIBIT A**

Working Rules .....	35-43
Regulated Generation.....	35-36
Mid West Field Operations.....	36-41
Operators.....	36
Substation .....	36-37
Test & Relay/Field Services .....	37-38
Midwest Field Operations General Work Rules .....	38-41
Electric Trouble .....	39
Electric Meter .....	39
Overhead Transmission & Distribution Construction .....	40
Underground Cable & Equipment.....	40-41
Service Division.....	41
Power Delivery Warehouses.....	41
Generation Supply Chain.....	41-42
Fleet Services.....	42
Gas Operations Supply Chain.....	42

**APPENDIX**

Historical Sidebar Letters 1973 - 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

A-18  
A-82

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

A-3

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 <sup>A-41</sup> during the calendar year in which they complete the specified number of years of service on the following basis:

(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.

A-32  
A-66

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.

A-6  
A-42  
A-66

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-7

(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.

(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:

<b>Years of Service</b>	<b>Weeks at 100%</b>	<b>Weeks at 66 2/3%</b>
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.

A-1  
A-4

(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.

A-23



(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 <sup>A-64</sup> 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  
A-52  
A-85

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  
A-76

(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  
A-84  
A-86

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 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.

A-36  
A-36 Amend

(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

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.

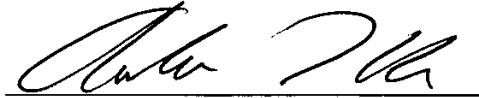
Section 2. This Agreement shall remain binding upon successors, assigns or transferees of the Company in the event of a merger, acquisition, divestiture, asset swap or sale, or other similar transaction announced or begun during the Agreement. The Company will require the Buyer, or any transferee, to 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**

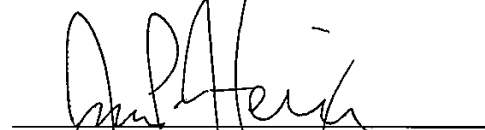
Local Union No. 1347 of the  
International Brotherhood  
of Electrical Workers



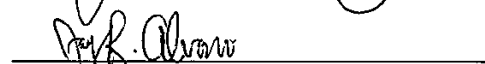
Andrew Kirk  
Business Manager

**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**

<b>A-DOC #</b>	<b>CLAUSE</b>	<b>ISSUE</b>	<b>DATE</b>
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**

<b>A-DOC #</b>	<b>CLAUSE</b>	<b>ISSUE</b>	<b>DATE</b>
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	01/15/14
A-83	Exhibit A	EBS	04/01/17
A-14	Division 9	Production Technicians	04/12/82
A-9	Division 9, 11	One-Person Trouble Crews	07/02/79
A-80	Division 10	Working on Primary Conductors	03/20/14
A-21	Division 11	Separation of Gas and Electric Customer Premise Work	04/26/94
A-81	Division 11	Alternate Work Hours ET&DC	04/01/17
A-38	Division 15	Lineperson Program	04/02/14
		SMAT Guidelines Agreement	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, 1972 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 you concur.

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

Very truly yours,

Arthur R. Ehrnschwender

W.H. Dickhoner  
W.V. van Gilse

THE CINCINNATI GAS & ELECTRIC COMPANY



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



ARTHUR R. EHRNSCHWENDER  
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

- 2 -

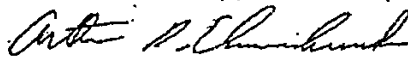
May 11, 1976

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.

Mr. Timothy O'Leary

- 2 -

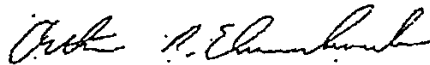
May 11, 1976

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

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 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

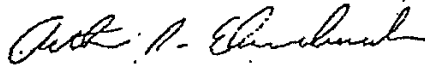
- 2 -

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 -

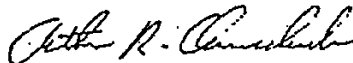
July 2, 1979

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 no 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,



Arthur R. Ehrschwender



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



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



CINCINNATI, OHIO 45201

ARTHUR R. EHRNSCHWENDER  
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. 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

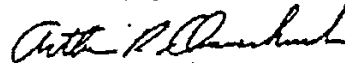
Dear Mr. Gilligan:

During the 1982 negotiation meetings 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. 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 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,

A handwritten signature in cursive script, appearing to read "Arthur R. Ehrschwender".

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

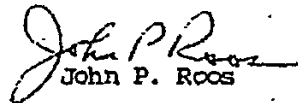
Dear Mr. Gilligan:

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

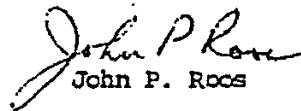
Dear Mr. Gilligan:

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:

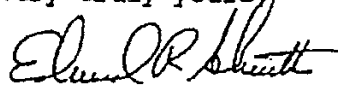
During the 1994 negotiation meetings, the committees for the Company and the Union discussed the rest periods being granted by supervision to employees who work extended hours in the Electric Trouble Division of the Electric Systems Operations Department.

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.
OD	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  
EA506 / 139 East Fourth St.  
Cincinnati, OH 45202

513-419-5743  
513-403-4147 cell  
513-419-5313 fax  
jim.oconnor@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,

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

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.

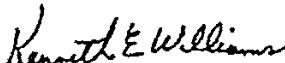
As agreed, the Company reserves the right to temporarily change the schedule of any employee upon notice to the employee of not less than forty-eight (48) hours. However, this forty-eight hour notice will not be implemented until January 1, 1998. During this period of time, a joint Union/Management committee 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  
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*

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



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 Woodsdale 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,

A handwritten signature in black ink, appearing to read "Daryl J. Teed", enclosed within a hand-drawn oval.

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



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

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  
513-419-5313 fax  
jim.o'connor@duke-energy.com

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



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 4<sup>th</sup> 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.

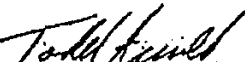


- Employees represented by the UWUA will continue the DNP work as done currently, working DNP orders for combination gas and electric or gas only accounts initially and working electric only DNP orders, as in the past, after two unexecuted orders.
- The Union understands that UWUA qualified employees 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.

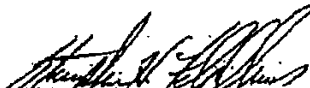
The team of management and union leaders is commended for their commitment to meeting the present day business needs in a competitive manner. It is expected that all parties will benefit by this plan for achieving this work with company employees. Please sign where indicated below to indicate the Union's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

For the Company:

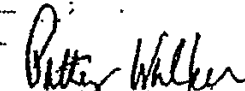
  
\_\_\_\_\_  
Todd Arnold  
V.P., Customer  
Contact Services

5/14/03  
Date

For the Union:

  
\_\_\_\_\_  
Steve Feldhaus  
Business Manager  
Local 1347, IBEW

5/15/03  
Date

  
\_\_\_\_\_  
Patricia K. Walker  
V.P., Billing &  
Metering Services

5/14/03  
Date

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 REPAIRER

A. 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.

July 22, 2004

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

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  
Page 3

- 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.

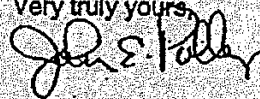
15. If two Clnergy employees are married, can they make different elections with respect to the HRA Option?

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. Verhagen  
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:**

<b>Service at Retirement</b>	<b>(Pre-65 only)</b>
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%



Duke Energy  
139 East Fourth Street  
Cincinnati, OH 45202

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

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- 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:

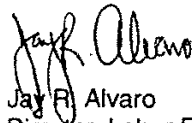
- the Company will discontinue crediting 1/12 of \$1,000 each month to the HRAs for those employees who have an HRA under the HRA Option, with interest credits continuing; and
- the Company will offer a choice window in 2014 to employees who have an HRA under the HRA Option to elect whether to continue 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.