

MEMORANDUM OF UNDERSTANDING CITY OF VERO BEACH EMPLOYEES

Background

As a result of Florida Power & Light Company's ("FPL") purchase of the City of Vero Beach (COVB) Electric Utility assets, the following guidelines were agreed to between FPL and System Council U-4 (SC U-4), International Brotherhood of Electrical Workers (IBEW) as a means of accreting the COVB bargaining unit employees into FPL's bargaining unit workforce.

Scope

This document provides the guidance for accreting COVB Utility bargaining unit employees into the FPL bargaining unit workforce. These guidelines are effective on date of the Closing of the COVB utility purchase by FPL.

General COVB Employee Conditions

- The employee's current bargaining unit seniority date will be utilized for the purpose of calculating benefits determined by seniority as outlined in the Memorandum of Agreement (MOA), i.e. vacation, sick leave bank, Birthday.
- Employees are directed to the Bargaining Unit Employees Benefit Handbook for more comprehensive information in regard to benefit levels and conditions.
- Employee's IBEW seniority will commence on the day of Closing.
- Employees will be considered probationary as outlined in paragraph 2 of the Memorandum of Agreement (MOA).
- Employees whose COVB classification mirror FPL's will be assessed to ensure their skills are commensurate with the skills required of FPL's existing classifications.
- Employees are eligible to apply for positions through Job Posting on the first day of employment with FPL.

Distribution

- Employees that transition from COVB to FPL employees will be temporarily assigned to St Lucie Operations (SLO) but will remain in their current Vero Beach work location for a period not to exceed six (6) months to allow for the transfer of the employees' system knowledge.
- These employees will be considered as additions to the June 2, 2017 SLO staffing model for a period of six (6) months.
- All current and future vacancies at SLO will be posted and filled in accordance with Paragraph 20 during the six (6) month period.
- These employees will be placed on the overtime list at the average overtime of the classification.
- These employees will attend classification assessments, onboarding and initial training at locations to be announced.
- Should an employee, at the end of their assessment, prove unsatisfactory for the position they shall be placed into a Ground Worker classification.
- At the end of six (6) months the employees who have not secured a job position through Job Posting will be placed into a No Qualified Applicant (NQA) or No

Applicant (NA) position within sixty-five (65) miles. If unable to be placed into their respective classification, he/she will roll where seniority and qualifications allow.

Distribution Dispatchers

- The Distribution Business Unit will post and award all Distribution Dispatcher positions to the June 2, 2017 staffing model, sixty-four (64), which will be applied once to satisfy this agreement and future vacancies may be discontinued through attrition. Any future staffing models will supersede the above referenced sixty-four (64) number.
- COVB employees who currently hold the classification of System Operator will be afforded the opportunity to convert to Distribution Dispatcher at the Distribution Control Center (DCC). These employees will be considered as additions to the June 2, 2017 staffing model and future vacancies may be discontinued through attrition.
- These employees will be placed on the overtime list at the average overtime of the classification.
- Should an employee, at the end of their training period, prove unsatisfactory for the position they shall be placed into a Ground Worker classification at SLO. At the end of six (6) months the employees who have not secured a job position through Job Posting will be placed into a No Qualified Applicant (NQA) or No Applicant (NA) position within sixty-five (65) miles. These employees may request a Craft Worker assessment anytime during the six (6) month period. If unable to be placed into Ground Worker classification, he/she will roll where seniority and qualifications allow.

Substation

- Employees that transition from COVB to FPL employees will be temporarily assigned to Midway Service Center (MWS).
- These employees will be considered as additions to the current staffing model.
- All current and future vacancies at MWS will be posted and filled in accordance with Paragraph 20 during the six (6) month period.
- These employees will be placed on the overtime list at the average overtime of the classification.
- These employees will attend classification assessments, onboarding and initial training at locations to be announced. Should an employee, at the end of their assessment, prove unsatisfactory for the position they shall be placed into a Utility Worker classification.
- At the end of six (6) months the employees who have not secured a job position through Job Posting will be placed into a No Qualified Applicant (NQA) or No Applicant (NA) position within sixty-five (65) miles. If unable to be placed into their respective classification, he/she will roll where seniority and qualifications allow.

Customer Service - Field Meter Operation (FMO)

- Employees that convert from COVB to FPL employees will remain in their current work location for a period not to exceed six (6) months to allow for COVB system knowledge to be transferred.
- These employees will attend classification assessments, onboarding and initial training at locations to be announced.

- Those employees who are unable to attain Craft Worker status will receive up to three (3) weeks of initial training for the Meter Electrician B (MEB) classification.
- These employees will be considered as additions to the current staffing model.
- All current and future vacancies at SRO/SLO will be posted and filled in accordance with Paragraph 20 during the six (6) month period.
- At the end of six (6) months the employees who have not secured a job position through Job Posting will be placed into a No Qualified Applicant (NQA) or No Applicant (NA) position within sixty-five (65) miles. If unable to be placed in a MEB position he/she will roll where seniority and qualifications allow.

In the event of a business unit realignment the COVB employees are subject to the provision of paragraph 21 of the parties 2017 – 2020 Memorandum of Agreement (MOA).


This agreement does not alter or change any provision of the MOA not contained within this document.

If this agreement results in a particular hardship for any employee, the Director of Labor Relations and the Business Manager will meet and discuss in an attempt to resolve. Any changes or amendments to this document will be agreed to by the Company and the Union.

To the extent the terms of this document conflict with the Memorandum of Agreement, this document shall apply.

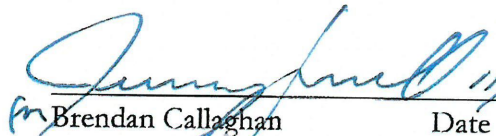
The terms of this agreement will sunset on December 31, 2019.

If any unforeseen issues arise during the implementation or use of this Memorandum of Understanding the parties will meet to resolve.


 Gary Aleknavich
 Business Manager
 SC U-4 IBEW

Date

11-30-18


 Brendan Callaghan
 Director of Labor Relations
 Florida Power & Light

Date

11/30/18