

19-0010

Settlement Agreement and Memorandum of Understanding

18NE-008 – Alicia Watkinson

18NE-013 – Nancy Lance

18NE-019 – Karen Renard

18NE-009 – Brandi Martzen

Effective upon signing this agreement, Article 8, Section 4 of the current Collective Bargaining Agreement – Substitution of Paid Time for Unpaid Absences from Duty or Unpaid Leaves of Absences is hereby amended by agreement of the parties, as follows:

Effective January 1, 2019, an employee taking an approved unpaid absence from duty or approved unpaid leave under FMLA (other than Child Birth and Child Care Leave under Exhibit G), or due to illness or injury, must first use all earned sick time, then use all but forty (40) hours of vacation and eight (8) hours of mini-vacation before taking unpaid leave, except sick pay shall only be used in accordance with the Company's conditions for use of sick pay. This paragraph does not apply to an absence or leave due to an approved workers' compensation illness or injury, military service, or service as a union representative. The use of paid time-off does not extend the FMLA leave period. In no case, can the use of paid time off for unpaid absence from duty or leave result in the employee's receipt of more than 100% of their base salary.

Employees may use vacation in less than full day increments when used as a substitute for approved unpaid leave under this Section.

In addition, Local 1600 will consider the following grievances settled on the terms noted below:

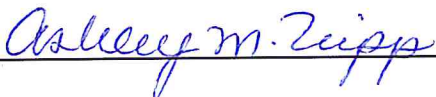
- 18NE-008 – Alicia Watkinson
- 18NE-013 – Nancy Lance
- 18NE-019 – Karen Renard

Grievants for the above-noted grievances may elect to have any time charged to mini or vacation on the dates of occurrence listed on the grievance forms replenished to the corresponding time off bank. The repayment terms of Memorandum of Agreement 14-0190, Recovery of Overpayments from Employees (see attached) will govern the method by which the company will recoup compensation paid to the grievants, which is due and owing to the Company as a result of the grievants' election not to use mini or vacation for any of the dates of occurrence. To exercise this option, the grievant(s) must submit their request in writing to their Supervisor no later than 5PM on January 31, 2019.

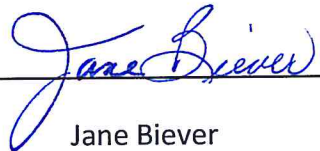
- 18NE-008 – Alicia Watkinson: Option to change the following dates to NINJF:
 - 4 hours MINI taken on 3/5/18
 - 4 hours of VACA taken on 3/5/18
- 18NE-013 – Nancy Lance: Option to change 1.3 hours MINI taken on 3/13/2018 to NREQ.
- 18NE-019 – Karen Renard: Option to change the following dates to NINJF:
 - 5/30/2018
 - 5/31/2018
 - 6/1/2018
 - 6/4/2018

Upon signing this Agreement, grievance 18NE-009 – Brandi Martzen, is considered withdrawn.

Other than as to the grievants referenced herein by name, this Agreement shall have no retroactive effect.



Ashley Tripp
Labor Relations Manager



Jane Biever
IBEW Local 1600 Business Rep

Date: 1/9/19

Date: 1/9/19

**Memorandum of Agreement
Between PPL Services Corporation
And
IBEW Local 1600**

This Memorandum of Agreement supersedes grievance settlement 08-GO-019 (MA 10-0510) with regard to recovery of overpayments from employees.

In the event the Company has determined that it has overpaid an employee, then prior to implementation of recovery of the overpayment as described below, it will notify the employee of the following:

- a) An overpayment has occurred;
- b) The amount of the overpayment; and
- c) Sufficient available information for the employee to determine whether they have been overpaid and the amount of the overpayment.

The parties agree that if the payroll records, time sheets, crew reports, and any other evidence presented by either party show that an overpayment has occurred, this shall be deemed conclusive proof of the overpayment and repayment will begin as outlined below.

In the event that an overpayment has occurred and upon the satisfaction of the conditions listed above, the Company will deduct the overpayment according to the following schedule:

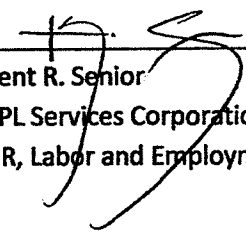
- a) If the overpayment is \$100.00 or less, the total amount owed to the Company will be taken in the next scheduled pay.
- b) If the overpayment is \$100.01 or greater, the employee will have five (5) calendar days to notify the Company if they dispute the overpayment. The employee's pay shall be reduced at the rate of 10% of the employee's regular biweekly base pay for the number of pay periods required until the balance is paid in full. If the employee disputes the overpayment, the employee should review the adjustment with their supervisor and the appropriate corrections should be made, if necessary, in the Time & Labor System. The Company will proceed with the adjustment if the records confirm the overpayment after the (5) day notification period has ended.

If the employee ceases to be employed by the Company prior to repaying the amount due to the Company, the Company will deduct any remaining balance from the employee's final pay. If the balance still remains, the Company may bill the employee for the remaining balance.


The parties agree to meet twelve (12) months after the effective date of this agreement to review this overpayment process.



The terms of this agreement shall become effective April 28, 2014.



Kent R. Senior
PPL Services Corporation
HR, Labor and Employment VP



Michael W. Wert
IBEW Local 1600
President and Financial Secretary