

**Memorandum of Understanding**  
**Power Generation Fort Lauderdale Plant Modernization**

Florida Power & Light (the Company) and IBEW System Council U-4 (the Union) agree to the following conditions regarding the “Modernization” of Plant Ft. Lauderdale (PFL).

The Company will provide a staffing model to the Union. The model includes a reassignment of up to thirteen (13) PFL production positions.

The following list of classifications will be offered by seniority to remain at PFL;

- Four (4) Production Leaders (PL)
- Four (4) Production Specialists (PS)
- Two (2) Production Technicians - I (PT-I)
- One (1) Production Technician - E (PT-E)
- One (1) Production Technician - M (PT-M)

The Operation Clerk “A” may be traveled between PFL and PEEC, they will be compensated in accordance with paragraph 41 i) of the Power Generation supplement.

**Option A - All Affected Shift Workforce at PFL will be offered the following reassignment options:**

1. To the Central Maintenance group on a voluntary basis by seniority (temporary).
  - When not traveling in Central Maintenance, employees will be temporarily assigned to Port Everglades Energy Center (PEEC) Central Maintenance.
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current Memorandum of Agreement (MOA).
  - Travel assignments will be considered traveling from PFL.
  - Those accepting this option will be considered Central Maintenance Itinerants.
2. Or travel to Plant Turkey Point (PTF), Riviera Beach Energy Center (RBEC) or West County Energy Center (WCEC) on temporary assignment.
  - These temporary assignments will be in the Production Department.
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.
  - Upon completion of the temporary assignment to PTF, RBEC or WCEC, employees will default to a temporary assignment at PEEC in their current classification.
3. Or travel to Sub-Station on temporary assignment.
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.
  - Upon completion of the temporary assignment to Sub-Station, employees will default to a temporary assignment at PEEC in their current classification.
  - Assignments to Sub-Station will be for the Electrician classification only.
  - This assignment will be limited to a total of three (3) shift and non-shift employees.

**Option B - Affected Shift Workforce at PFL who do not select OPTION A will be offered the following reassignment:**

1. To the shift production staff at PEEC
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.

**Option C - Base Work Force at PFL will be offered the following reassignment options:**

1. To Central Maintenance on a voluntary basis by seniority (temporary).
  - When not traveling in Central Maintenance, employees will be temporarily assigned to PEEC Central Maintenance.
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.
  - Travel assignments will be considered traveling from PFL.
  - Those accepting this assignment will be considered Central Maintenance Itinerants.
2. Or travel to Sub-Station on temporary assignment.
  - Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.
  - Upon completion of the temporary assignment to Sub-Station, employees will default to temporary assignment at PEEC in their current classification.
  - Assignments to Sub-Station will be for the Electrician classification only.
  - This assignment will be limited to a total of three (3) shift and non-shift employees.
3. Or traveled to and from PFL under existing MOA language.

**Option D - Itinerant Work Force at PFL will be offered the following assignment:**

- When not traveling, employees will be temporarily assigned to PEEC Central Maintenance.
- Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation per the current MOA.
- Travel assignments will be considered traveling from PFL.

**Voluntary Layoff**

Employees who choose not to select Option A, B, C or D of this agreement will accept a voluntary lay off.

Employees selecting voluntary layoff will be afforded all rights in accordance with Paragraph 21 Layoffs-Demotions-Offer of Reemployment per the MOA.

- Through the duration of the PFL reassignment.

**Assignments / Schedules**

- Employees, who are reassigned to any facility under this agreement, will assume the established work schedules and duties at their temporary assigned location.
- Employees will retain their craft designation when reassigned.

- Maintenance Leaders will continue to function in their current classification while on temporary assignment.
- Employees, reassigned under this agreement, will perform the tasks and duties of their current classification.
- Reassigned employees may be required to support their homework location. The schedule may be changed with twenty-four (24) hours' notice per Paragraph 35(b) Schedules of Work.

### **Vacation**

- Vacation schedules will be based on the employee's home work location, classification and seniority.

### **Expenses**

- Reassigned employees will receive compensation in accordance with Paragraph 41 Meals-Lodging-Transportation of the current MOA.  
*(Example) Employees traveled from PFL to PTF will receive travel time first and last day of the Temporary Assignment in lieu of mileage premium, plus 63 miles each way. Each day thereafter employees will receive 63 miles each way plus \$15.00.*

### **Central Maintenance**

- All Employees reassigned to Central Maintenance will be compensated as traveling from their home work location (PFL).

### **Staffing**

- Employees who are on reassignment will not have any Paragraph 20 Job Posting Process restrictions. Employees who bid and accept positions outside of PFL during the temporary assignment will no longer be eligible to return to PFL/Dania Beach Energy Center (DBEC) as defined in this agreement.
- Reassigned employees will maintain their classification and their home location as PFL/DBEC.
- Return from reassignment will be offered by seniority and classification.
- All PFL/DBEC employees on temporary assignment will be returned and will remain in their present classification.
- The Company will achieve the desired staffing model through attrition and the posting process.

### **Overtime**

- Reassigned employees will be averaged into the overtime list of the corresponding classifications at the receiving Plant.
- If they are required to temporarily return to their home work location, all overtime hours worked while away from their temporary work location will be added to their overtime hours.


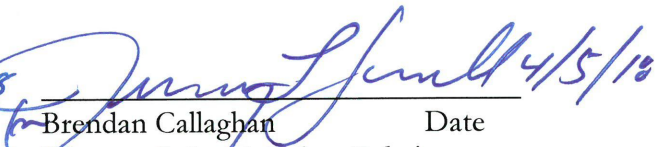
This agreement does not alter or change any other provision of the Memorandum of Agreement other than what is contained within this document.

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.

The parties agree to meet on a quarterly basis to discuss and resolve any unforeseen situations that may arise during the implementation of this agreement. Either party may terminate this agreement thereafter by giving a one hundred and eighty (180) day written notice of their intent.

This agreement will "sunset" when the unit becomes commercial and all affected employees are returned to PFL/DBEC and the desired staffing model is reached through either attrition, voluntary layoff or the job posting process.

In the event the Company notifies the Business Manager of System Council U-4, IBEW of a staffing realignment, the employees covered under this agreement are subject to the provisions of Paragraph 21, Layoff-Demotion-Offer of Reemployment

	
Gary Aleknovich	Brendan Callaghan
Business Manager	Director Safety & Labor Relations
System Council U-4, IBEW	Florida Power & Light
Date 4-5-18	Date 4/5/18