

Memorandum of Understanding
 PTN Mobility
 Incumbent Operators

1. This Memorandum of Understanding (MOU) is being entered into in conjunction with the ratification and execution of the Memorandum of Agreement (MOA) of 2005.
2. The purpose of this MOU is to provide for payments to those incumbent PTN operators whose names appear on the attached list (Exhibit A) who voluntarily elect to waive their right to bid out of the Operations Department at PTN.
3. The payments will be made in the first pay period of the following years as follows:

<u>Non-Licensed Operators</u>	<u>Licensed Operators</u>
January 2006 - \$ 3,000	January 2008 - \$ 5,000
January 2007 - \$ 3,000	January 2010 - \$7,500
January 2008 - \$ 3,000	January 2013 - \$ 7,500
January 2010 - \$2,500	January 2015 - \$15,000
January 2013 - \$ 2,500	
January 2015 - \$11,000	
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TOTAL - \$25,000	TOTAL - \$35,000

4. Operators who voluntarily waive their bidding rights shall do so by executing the Election Agreement appearing at the end of this MOU. To be eligible for the above-described payments, operators must execute the Election Agreement within

thirty (30) days of the ratification date of the MOA, and remain in the Operations Department at PTN.

5. If a non-licensed operator receives an NRC license prior to any payment date, he/she shall receive the licensed operator payment.
6. An eligible operator who accepts any of the lump sum payments prior to the 2010 payment must remain in the Operations Department at PTN through 01/01/2010 or he/she will be required to repay to the Company any previously received payments except as provided in the following paragraph.
7. An eligible Non-Licensed Operator who executes the Election Agreement but is required to vacate his/her operations position due to medical reasons, disability, roll, death, or who leaves the position due to a promotion or transfer at the Company's request prior to the 2010 payment date, or who retires after December 31, 2007, shall not forfeit any previously received payments.
8. An eligible Licensed Operator who executes the Election Agreement but is required to vacate his/her operations position due to medical reasons, disability, roll, death, or who leaves the position due to a promotion or transfer at the Company's request prior to the 2008 payment date, shall receive a pro rata payment . Amounts shall be pro rated as follows:
 - An employee leaving on or after July 1, 2006 but before July 1, 2007 will receive 1/3 of the January 2008 payment.
 - An employee leaving on or after July 1, 2007 will receive 2/3 of the January 2008 payment.

- An employee leaving or retiring on or after January 2008 shall not forfeit any previously received payment.

9. Operators who execute the Election Agreement will not be eligible to bid out of the PTN Operations Department prior to January 1, 2010.
10. Should the above provisions not provide adequate stability by obtaining a minimum of 50% of the current NLOs and a minimum of 50% of the LOs electing to waive their bidding rights, management reserves the right to delay the assignment dates, up to 18 months, for those operators who are awarded jobs at PSL. If 50% or greater of the NLOs and 50% or greater of the LOs elect to waive their bidding rights out of PTN Operations Department, the Company shall have no right to delay such assignments.

AGREED this 3rd day of August, 2005.


G.J. Aleknavitch

Business Manager
Systems Council U-4, IBEW


J.L. Martinez

Director Labor Relations
Florida Power & Light Company

Election Agreement

The undersigned employee voluntarily agrees to waive any right to bid out of the PTN Operations Department at least until January 1, 2010, pursuant to the above Memorandum of Understanding and agree to abide by the terms and conditions described in the MOU, including the obligation to repay monies previously received at set forth in paragraph 6.

Employee Printed Name

Employee Signature/Date

Supervisor Name

Supervisor Signature/Date