

MEMORANDUM OF UNDERSTANDING POWER GENERATION REALIGNMENT PILOT

In an effort to achieve the desired staffing levels for the Business Unit and to reduce the impact to the Bargaining Unit employees, the following has been agreed to between the Company and Union.

It has been mutually agreed to post jobs by regions to achieve the desired and defined staffing model. The posted jobs shall be available to all Power Generation employees in accordance with Paragraph 20. The posting regions that have been established are as follows; North Area: Putman Plant, Sanford Plant and Cape Canaveral Plant. West Area: Manatee Plant and Fort Myers Plant. East Area: Martin Plant, Rivera Plant and West County Plant. South Area: Ft. Lauderdale Gas Power Park, Port Everglades, Cutler Plant and Turkey Point Plant.

During the realignment phase of this MOU it may become necessary to adjust the staffing model. It has been agreed that all adjustments or changes to the staffing model will be discussed and agreed to by the Company and Union. Any changes made to the staffing model will be communicated to the employees via a revised staffing model and indicated as such.

It has been further agreed that this document will serve as notification to meet the requirements as defined in the MOA under Section 21(d), meets the intent of the (60) day notice to the Business Manager and modifies the roll process timeline.

Section 1 Production

During the realignment period those Operators that apply for and accept a position outside of the current Production Department and location, may need to be retained until such time as a replacement is obtained and trained to assume the operating duties but not later than August 12, 2011. The Company shall make every effort to release those Operators to their new classification and location as soon as reasonably possible. Employees will be released by classification and seniority at locations where more than one employee is vacating the Production Department. The Vice President of Power Generation and the Business Manager will monitor this portion of the realignment to ensure adherence of its intent.

The retention period shall commence sixteen (16) days following job award and shall last no later than August 12, 2011.

During the time of retention the employees, who have been awarded a position within their current location, excluding a Production position, will be compensated at fifteen (15) percent above their regular hourly rate. Those employees who have bid to a different location will receive compensation in accordance with Paragraph 41 Lodging-Transportation. Employees within the region will receive the appropriate mileage plus mileage premium for each day of actual work. Employees outside the region will receive the per diem rate for the appropriate region. Employees receiving the fifteen (15) percent retention who are awarded a subsequent job at a different work location will be compensated in accordance with Paragraph 41 Lodging-Transportation.

Section 2 Reduce Special Crew

Special Crew employees will be reduced through the Job Posting process. If the desired staffing levels are not achieved by June 13, 2011, those employees will be subject to the provisions of the realignment under Paragraph 21(d) 1, plus 6 weeks according to the MOA.

The exception to the above is those employees who are currently covered by the MOU PCC Re-Assignment.

Section 3 Itinerant – Special Itinerant

48.1 Plant Itinerants

(f) Special Itinerant:

The agreement re-establishes the “Special Itinerant” classifications. The employees will be full time but only work ten (10) months of the year. The employee may elect to be paid during the ten (10) months or have their pay pro-rated over twelve (12) months. These employees will be required to take time off without pay for a total of eight (8) weeks during the calendar year. This time off will include four (4) weeks during January inclusive of paid Holidays, unless another time period is mutually agreed to by the Company and the employee, and four (4) weeks during June, July or August inclusive of paid Holidays. Benefits will be paid for the entire year. Seniority will accumulate on a yearly basis and the employee will enjoy all rights and privileges provided by the Memorandum of Agreement.

Special Itinerants will be used for call-out and prearranged overtime, at their home location or for travel assignments, during their “off time” under the following conditions:

- 1) Employees must notify the Company at the beginning of each pay period of their desire to be considered for the overtime.
- 2) Regular Plant and Itinerant personnel will be offered the overtime first. Special Itinerants will be called before forcing regular personnel (except in an emergency).
- 3) Additional work occurring during the non-vacation “off-time” for Special Itinerants will be offered to Special Itinerants that have indicated their desire to work during this period. All efforts will be made to utilize Special Itinerants to accomplish work prior to the use of contractors.

The Company and Union will review this process each year to improve its effectiveness. Either party may terminate section 3 of the agreement at the end of the term of the Contract period. Employees in the Special Itinerant classification, at the time of termination, will convert to Itinerant at their location.

The Ratio of Special Itinerant to Itinerant shall not exceed 1:1 system wide.

Section 4 Fixed Base Employees

Traveling Crew – Power Generation
Assignments: (Modify Last Bullet)

If a deficiency still exists in the number of employees needed for plant emergencies, then the Company may assign any qualified employee at any location. Such assignments will be made on a seniority basis by locations. (Emergencies are defined to be events that will limit the capability of a plant as a result of a forced outage and restoration from weather related, environmental or catastrophic events).

Section 5 Ratio

1. Special Maintenance employees in the classifications of Craft Workers shall not exceed a one (1) to three (3) ratio to the corresponding regular classifications of craft workers on the payroll for the department.
2. The established PGD shift to non-shift ratios will not include the Variable Workforce employees or employees below the classification of a Craft Worker. The ratio will be changed to a four (4) (shift) to one (1) (non-shift).

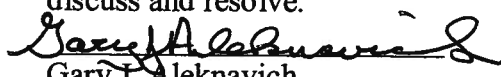
Section 6 Training

Employees who apply for and are awarded a Production position will be required to qualify in that position at that location. This requirement will be enforced for a six (6) month period and affects employees who have never qualified in a Production position. The employee will not be permitted to apply for Production positions outside of their current location until such time as they qualify or if the training is not provided within a six (6) month period. There is no application restriction for applying for positions outside of the Production Department.


Section 7 Job Criteria

The minimum requirements for the classification of Production Tech- M, E & I (S) have been changed to allow those who have held the classification of, or has the qualifications to hold the classification of Mechanic, Electrician, or Instrument Control Specialist Technician or equivalent. This change will allow Maintenance Technicians to apply for Production Technician positions and be offered after any qualified Production employee who meets the minimum requirements.

The Company and Union agree to continuous monitoring of this agreement and the process. If any unforeseen issues arise during the implementation of this agreement the parties will meet to discuss and resolve.


Gary J. Aleknavich
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IBEW System Council U-4

1/27/11
Date


Brendan Callaghan
Director, Safety & Labor Relations
NEXTera Entergy, Inc.

1/27/11
Date