

MEMORANDUM OF UNDERSTANDING PRV Re-Assignment

Florida Power & Light (the Company) and (IBEW SC-U4) (the Union) agree to the following conditions regarding the extended shutdown of Plant Riviera.

Option A – All employees at PRV will be offered the following option:

1. To the Central Maintenance group on a voluntary basis by seniority (temporary).
 - When not traveling in Central Maintenance group, employees will be temporarily assigned to PWC (Plant West County) Central Maintenance group.
 - Reassigned employees will receive compensation in accordance with paragraph 41 Meals-Lodging-Transportation per the current MOA.
 - Travel assignment will be considered traveling from PRV.
 - Those accepting this assignment will be considered Central Maintenance group Itinerants.

Option B - Shift Workforce at PRV who did not select OPTION A will be offered the following:

1. To the shift production staff at their current work location by seniority and classification to act as caretakers.
 - Number, Duration and Classification to be determined by the Company.
 - When the need for caretaker no longer exists the employees will covert to shift production staff at PWC.
2. To the shift production staff at PWC.

Voluntary Layoff

Employees who chose not to select Option A or B 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 PRV Re-Assignment.

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.
- Production Leaders assigned to shifts will continue to work in their current classification while on temporary assignment.
- Employees, reassigned under this agreement, will perform the tasks and duties of their current classification.
- Shift Workforce on Temporary Assignment under this agreement and who are reassigned to maintenance will not travel for Central Maintenance group.
- Reassigned Employees may be required to support their original home plant. The schedules may be changed with (24 hours) notice to return for emergency startup of the unit(s) per paragraph 35 (b)

Vacation

- Vacation schedules will be based on the employees 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 PRV to PWC will receive travel time first and last day of the Temporary Assignment, plus 30 miles each way. Each day thereafter employees will receive 30 miles each way.

Central Maintenance

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

Staffing

- Employees who are on reassignment have no Paragraph 20 restrictions. Employees who bid and accept positions outside of PRV during the temporary assignment will no longer be eligible for return to PRV as defined in this agreement.
- Reassigned employees will maintain their classification and their home location will remain at PRV.
- Return from reassignment will be offered by seniority and classification.
- All PRV 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 in on the overtime list to the corresponding classifications at the receiving Plant.
- If they are required to temporarily return to their home Plant, all overtime hours worked while away from their temporary work location will be added to their overtime hours.

General

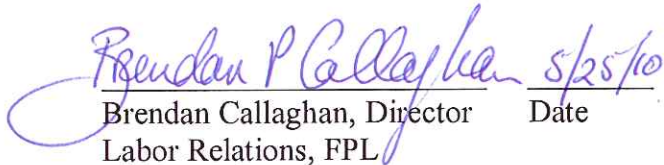
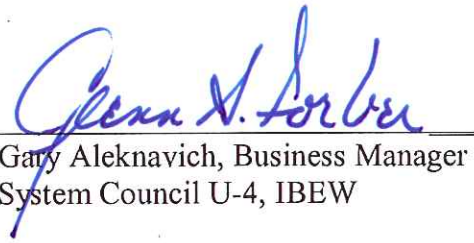
This agreement does not alter or change any other provision of the Memorandum of Agreement other than what is contained within this document.

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 PRV.

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 Par. 21.

	<u>5/25/10</u>			<u>05.26.2010</u>
Brendan Callaghan, Director Labor Relations, FPL	Date	for	Gary Aleknavich, Business Manager System Council U-4, IBEW	Date