

Memorandum of Understanding Nuclear Joint Pilot Apprentice Training Program

This Memorandum of Understanding supersedes the requirements stated in the 2004-2008 Memorandum of Agreement Paragraph 48 in the Nuclear Supplemental.

The Company and Union recognize that it is necessary to have highly skilled employees within its labor force and have therefore agreed to establish the Nuclear Joint Apprentice Pilot Program. The approved Apprentice Pilot Program shall be recorded in the Nuclear Joint Apprentice Training Program Standards and Procedures.

Each Nuclear site will establish a Local Nuclear Joint Apprentice Committee to oversee the Nuclear Joint Pilot Apprentice Training Program. Each Local Nuclear Joint Apprentice Committee shall be comprised of four (4) representatives, two (2) from the Company and two (2) from the Union. Committee appointment and functions are defined through the Nuclear Joint Apprentice Training Program Standards and Procedures. It is agreed that adjustments or amendments to this Pilot may be made provided there is concurrence from the Joint Apprentice Committee.

Governance of the Nuclear Joint Apprentice Training Program will be in accordance with the Nuclear Apprentice Standards and Procedures. Amendments to the Nuclear Joint Apprentice Program shall be endorsed by each nuclear site's Local Nuclear Joint Apprentice Committees. Administration of the Training program will be done by the site's Training Department in accordance with existing site procedures as modified by the Nuclear Apprentice Standards and Procedures document.

Either party has the privilege of terminating the program with thirty (30) days written notice, no sooner than three (3) years from the start of classes for the first group of students.

Program Eligibility:

The initial Apprentice training class implemented at both sites will be open to utility workers only from the respective site. Future apprentice postings will be open to all employees as modified below. All apprentice positions will be posted in accordance with paragraph 20 of the MOA through the JPost system.

Pre-requisite attributes as defined in the Nuclear Joint Apprentice Program Standards and Procedures shall apply, i.e. CAP test, Physical, Eye Testing for Color blindness and Depth perception.

Program Description:

Nuclear Joint Apprentice Program will be classified in three steps.

The first step, Apprentice Candidate, is the initial screening process. In the Apprentice Candidate stage, the candidate must complete the pre requisites and screening required by the Nuclear Joint Apprentice Standards and Procedures to be eligible to be awarded an Apprentice B job. The Company will post Apprentice B jobs in the desired disciplines. In the interim, Apprentice Candidates will maintain their current classification. Any successful makeup or remedial courses will be taken on their own time and at Company expense.

The rate of pay for individuals in the Apprentice B classification will be that of the bottom bracket of the corresponding Apprentice Craftworker classification awarded, except employees bidding from a higher classification, who will be paid at the top bracket of the Apprentice classification. After the initial start of the pilot the Apprentice B classification will be filled through par. 17 & 20 of the MOA which will not exceed more than two (2) per site per year from higher classifications. This restriction will be limited to a 36 month period. For each academic year following the initial class, the Company will post a minimum of six (6) Apprentice B positions per site for application by internal candidates who have successfully completed the required prerequisites.

The second step, Apprentice B classification, is nominally two years long, and will include most of the academic portion of the program. Apprentice B's must complete the academic program from start to finish in order. If for any reason (academic or personal), an Apprentice B does not successfully complete any of the courses in a semester, they will be held back until the next year, at which time they will restart the program at the start of the semester that was not successfully completed. Only one instance of being held back will be allowed. If another semester is not entirely successfully completed, the Apprentice B will be removed from the program, and be given 45 days to bid or revert to utility worker.

The third step is the Apprentice A classification. Apprentice B's shall be advanced to Apprentice A classifications upon successful completion of the Apprentice B requirements.

After three years from the start of their Apprentice B classification (not counting the time the individual was frozen, the Apprentice A individual will automatically promote to their respective Craftworker classification (Electrician, I&C Specialist, and Mechanic) provided they have met the requirements of the Nuclear Joint Apprentice Training Program Standards and Procedures. If the necessary training and qualification opportunities have not been provided by the Company during the three year time frame (including the amount of time added for those employees that have been "frozen"), the employees pay rate shall be increased to the bottom bracket (including automatic pay increases) of the corresponding rate, until such time as the training and qualifications opportunity are afforded. Should the LNJIAC remove an Apprentice A from the program for any reason, the individual will be given 45 days to bid or revert to utility worker.

When the apprentice promotes to Craftworker the employee's starting pay will be at the bottom of the Craftworker bracket for the appropriate classification.

The LNJIAC shall meet quarterly to monitor the progress and performance of apprentices, and take action as appropriate.

The Nuclear Joint Apprentice Program eligibility will be for Apprentice Mechanic, Apprentice Electrician and Apprentice Instrument & Control Specialist. Apprentices in the above referenced classifications, all corresponding Special Crew and Itinerant classifications, the ratio of apprentices to Journeymen at each nuclear site shall not exceed one (1) to two (2). For the purpose of this clause Chief Electricians, General Maintenance Leaders, Machinist, Crew Leader and Instrument & Control specialist – Digital shall be considered in the Journeyman count. The temporary absence of Journeymen shall not be considered as affecting the ratio at the nuclear site.

Based upon acquired qualifications a Mechanic or Electrical apprentice may work independently as determined by the GML. I&C Apprentice will work for a Supervisor with their department. Additionally, the Apprentice may perform duties independently, as determined by his mentor or

assigned Craftworker, provided these duties do not require specific qualification and there is no significant consequence to nuclear safety, personnel safety, and equipment damage or plant operations. For example an Apprentice Mechanic may be assigned to cut gaskets or prep fastener hardware in the shop independently. The apprentice must concur that they are comfortable and capable to perform these duties.

Training Scope:

The Apprentice Training Program will be developed such that each apprentice will receive fundamental skills for a given classification and site specific training meeting the requirements of the Nuclear Division National Academy for Nuclear Training accredited training programs. The established training program will also ensure that the candidate certification will be in compliance with the appropriate ANSI standard.

Limitations:

No individual will be allowed to bid any other apprentice position at either nuclear site while they are in the program. No Craftworker will be allowed to bid an apprentice position in their same classification.

Individuals in the program who bid another job will be considered as having failed the program. Those individuals who fail the program will not be allowed to bid another apprentice position (any discipline) for a period of one year after the first failure. Under no circumstances shall an individual be allowed more than two attempts at the program.

During the academic portion of the program, the apprentice will not be required to work overtime.

The Company will not require an Apprentice Electrician to work on, climb through, or work above energized conductors carrying more than five hundred (500) volts during the employees first year of the apprenticeship program. After completing the employees first year, the determination of whether the apprentice is qualified to work on conductors carrying more than five hundred (500) volts by the General Maintenance Leader, and/or the assigned mentor. The apprentice must concur that they are comfortable and capable to perform these duties.

Testing and Certification:

Testing and certification requirements will be defined in the Nuclear Joint Apprentice Standards and Procedures. Upon qualification certification, Apprentices will be awarded a Certification of Completion of Apprenticeship from the Company and the Union.


External Candidates:

The Company and the Academic Institution Partner shall have the right to open the college portion of the program to external candidates.

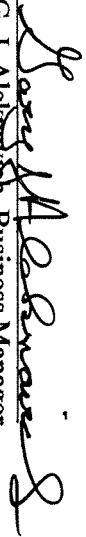
In the summer between the first and second academic years, qualified external individuals may be hired in a temporary Trainee status. The provisions of paragraph 3 of the MOA apply with the following clarification:

1. Trainees will not be required or forced to work overtime. They may be offered the opportunity to work overtime, provided that all of the craft workers and apprentices in the assigned department are either working or have refused the assignment.
2. The hourly wage rate for these Trainees will be the bottom of the utility worker scale.
3. The number of these individuals will not exceed the number of participants as designated in the MOU between the Academic Institution Partners and the Company in 2006, unless such increases are agreed upon between the Business Manager for the Union and the Director of Labor Relations for the Company.
4. Trainees may be assigned to work under the supervision of a qualified Craftworker in their appropriate classification or above in a similar manner as Apprentice B's.

After all internal candidates have had the opportunity to apply for the Apprentice B position and all of the Apprentice B's in that year have been awarded Apprentice A jobs, the Company shall have the right to offer Apprentice A full time positions to external candidates who have completed the academic portion of the program.



F. J. L. Martinez, Director
Labor Relations Department
Florida Power and Light Company



G. J. Aleknavitch, Business Manager
System Council U-4, IBEW