

MEMORANDUM OF UNDERSTANDING

PTN STAFFING AND ATTRITION MITIGATION PILOT

Recognizing activity to date has failed to adequately address the staffing and attrition issues at the Turkey Point Nuclear Plant (PTN), the Company and Union agree to the following actions:

OPERATORS

1. All qualified Licensed Operators will be eligible to receive a Lump Sum payment of \$40,000 in the years 2007, 2008, 2009, and 2010. The initial payment will be made within two pay periods of the signing of this agreement or of the employee signing a legally binding repayment obligation form. Such form to be mutually agreed to by Company and Union and provided to employee within two pay periods of the signing of this agreement. Payments in subsequent years will be made in the anniversary pay period of the initial payment upon signing an employee repayment obligation form. Employees accepting each Lump Sum payment will be obligated to remain in the Operations Department at PTN for three full years following the *receipt of each payment. An employee leaving the Operations Department at PTN, except as described in Paragraph 3 below, will be responsible for immediate repayment of any, and all, payment(s) made within the preceding three years (see example 1).

Should a Licensed Operator fail to maintain qualifications and becomes a Non-Licensed Operator, he or she will fall under the Non-Licensed Operator provisions of this agreement for any subsequent payment

Example 1; if not meeting the three year obligation.

| Employee | 2007 | 2008 | 2009 | 2010 |
|----------|----------|----------|----------|----------|
| A | \$40,000 | | | |
| B | \$40,000 | \$40,000 | | |
| C | \$40,000 | \$40,000 | \$40,000 | \$40,000 |

Employee A's repayment obligation expires on the date of the payment anniversary in 2010 or must pay back \$40,000

Employee B's repayment obligation expires on the date of the payment anniversary in 2010 or must pay back \$80,000

Employee B's repayment obligation expires on the date of the payment anniversary in 2011 or must pay back \$40,000

Employee C's repayment obligation expires on the date of the payment anniversary in 2011 or must pay back \$120,000

Employee C's repayment obligation expires on the date of the payment anniversary in 2012 or must pay back \$80,000

Employee C's repayment obligation expires on the date of the payment anniversary in 2013 or must pay back \$40,000

2. All qualified Non-Licensed Operators will be eligible to receive a Lump Sum payment of \$20,000 in the years 2007, 2008, 2009, and 2010. The initial payment will be made within two pay periods of the signing of this agreement or of the employee signing a legally binding repayment obligation form. Such form to be mutually agreed to by Company and Union and provided to the employee within two pay periods of the signing of this agreement. Payments in subsequent years will be made in the anniversary pay period of the initial payment upon signing an employee repayment obligation form. Employees accepting each Lump Sum payment will be obligated to remain in the Operations Department at PTN for three full years following the *receipt of each payment. An employee leaving the Operations Department at PTN, except as described in Paragraph 3 below, will be responsible for immediate repayment of any, and all, payment(s) made within the preceding three years (see example 2).

Should a Non-Licensed Operator attain an NRC license, he or she will be eligible for the provisions of the Licensed Operator provisions of this agreement for any subsequent payments (no pro-ration). Employee currently training in the NLO class NSO-18, will receive the \$20,000 within two pay periods after qualifying, upon signing the employee repayment obligation form.

Example 2; if not meeting the three year obligation.

| Employee | 2007 | 2008 | 2009 | 2010 |
|----------|----------|----------|----------|----------|
| A | \$20,000 | | | |
| B | \$20,000 | \$20,000 | | |
| C | \$20,000 | \$20,000 | \$20,000 | \$20,000 |

Employee A's repayment obligation expires on the date of the payment anniversary in 2010 or must pay back \$20,000
Employee B's repayment obligation expires on the date of the payment anniversary in 2010 or must pay back \$40,000
Employee B's repayment obligation expires on the date of the payment anniversary in 2011 or must pay back \$20,000
Employee C's repayment obligation expires on the date of the payment anniversary in 2011 or must pay back \$60,000
Employee C's repayment obligation expires on the date of the payment anniversary in 2012 or must pay back \$40,000

3. Employee C's repayment obligation expires on the date of the payment anniversary in 2013 or must pay back \$20,000. An Operator, either Licensed or Non-Licensed, who vacates his or her position due to medical reasons (to include the benefits provided by in Par. 7 together with whatever other benefits to which

an injured employee may be qualified in the M.O.A.), disability, LTD, roll, death, or who leaves the position due to a promotion or transfer at the Company's request, shall not forfeit any previously received payment.

RADIATION PROTECTION TECHNOLOGIST

1. All qualified Radiation Protection Technologist (RPT) assigned full time to PTN, will be eligible to receive a Lump Sum payment of \$20,000. This payment shall be made within two pay periods of the signing of this agreement or of the employee signing a legally binding repayment obligation form. Such form to be mutually agreed up by Company and Union and provided to the employee within two pay periods of the signing of this agreement.. An employee receiving such payment, who leaves the Radiation Protection Department at PTN within (2) two full years of *receiving such payment, except as described in Paragraph 3 below, will be responsible for immediate repayment of the Lump Sum.
2. Any employee, who becomes a qualified Radiation Protection Technologist (RPT) assigned full time to PTN, will be eligible to receive a Lump Sum payment of \$20,000. This payment shall be made within two pay periods of the date the qualification is documented and the employee signing a legally binding repayment obligation form (such form to be mutually agreed up by Company and Union). An employee receiving such payment who leaves the Radiation Protection Department at PTN within (2) two full years of *receiving such payment, except as described in Paragraph 3 below, will be responsible for immediate repayment of the Lump Sum.
3. If the Company delays the training of an RPT employee, such that the delay would prevent the employee from receiving their lump sum payment, the employee will automatically receive the lump sum payment within two pay periods of the original date the employee would have become qualified.
4. An Radiation Protection Technologist who vacates his or her position due to medical reasons (to include the benefits provided by in Par. 7 together with whatever other benefits to which an injured employee may be qualified in the M.O.A.), disability, LTD, roll, death, or who leaves the position due to a promotion or transfer at the Company's request, shall not forfeit any previously received payment.

SITE BARGAINING UNIT EMPLOYEES

1. With the exception of PTN Licensed Operators, all full time Bargaining Unit employees assigned to PTN on the date this agreement is signed will be eligible for the option to receive a SITE DIFFERENTIAL equal to 10% of the employee's base hourly wage for each hour paid. Employees new to FPL and hired directly

into PTN will be eligible for the same option. In return for the SITE DIFFERENTIAL and the provisions detailed under the OPERATORS and RADIATION PROTECTION TECHNOLOGIST section of the agreement, the Company and Union agree that:


- a. Each PTN Bargaining Unit employee, as defined immediately above, will be eligible for the opportunity to elect the 10% Site Differential. Any employee electing to receive the Site Differential agrees to forfeit any bidding rights out of PTN for the term of this agreement (through the last pay period in 2010).
2. PTN Licensed Operators will become eligible to participate in this program effective 11/1/2008 through the duration of this agreement.

PTN STAFFING


The Company agrees to continue to hire/train and maintain adequate staffing in all disciplines at Turkey Point Plant to ensure quality of life for their most valuable resource.

The provisions of this agreement shall remain in effect through and including the last day of the last pay period in 2010, with the exception of repayment obligations associated with Lump Sum Payments. These obligations remain in effect for three years following the date of each payment.

Once the time period for the last Lump Sum Payment repayment obligation period expires, this agreement shall become a matter of record.



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