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Section Headings: Headings on particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the section to which they refer.

**UNION AGREEMENT
ARTICLE I**

AGREEMENT made and entered into as of the first day of July, 2010 by and between Bangor Hydro Electric Company, a Maine corporation, hereinafter referred to as the “Company” and Local 1837 of the International Brotherhood of Electrical Workers, hereinafter referred to as the “Local Union”.

WHEREAS, the Local Union represents Customer Service Representatives and Customer Service Representative-Lead, and the employees of the Company’s Line, Power System Technical, Warehouse, Fleet, Safety Lab, Meter, and Meter Technical Departments (here and after sometimes referred to as the “Bargaining Unit”) as their exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment, and

WHEREAS, the Company and the Local Union desire to promote harmony and efficiency in the working forces so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company as a public utility, to provide at all times dependable electric service in the area served by the Company,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE II
RECOGNITION OF LOCAL UNION

Section 1. Recognition

The Company recognizes the Local Union to be the exclusive representative of the Bargaining Unit as defined in Article I for the purpose of collective bargaining.

Section 2. Exemptions

The provisions of this Agreement shall not apply to Company executives, officials, supervisors, load dispatchers nor to the personal office forces of the Company executives, officials or supervisors, or other office employees who perform duties of a highly confidential nature.

**ARTICLE III
DEFINITION OF EMPLOYEE**

Section 1. Employee

The term “employee” means any person employed in the bargaining unit described in Article II (Recognition of Local Union).

Section 2a. Regular Employee

The term “regular employee” means any full-time, prime-time, or part-time employee, as designated in Article II (Recognition of Local Union), who has been employed by the Company continuously for a period of six (6) months.

Section 2b. Probationary Employee

The term “probationary employee” means any full-time, prime-time, part-time, or term employee who has not been employed by the Company continuously for a period of six (6) months. The retention of a probationary employee is at the sole discretion of the Company, and termination of employment of such employee at any time prior to the completion of his or her six (6) month probationary period shall not be subject to the grievance or arbitration procedures of this Agreement.

Section 2c. Term Employee.

The term “term employee” means any employee who is hired as a supplemental labor resource according to the terms of Article XXII (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay).

i. Seasonal Term

Seasonal Term Employees are hired for a duration not to exceed nine (9) months to staff peak work periods and to temporarily replace full time, prime time and part time employees during scheduled vacation periods and/or extended absences from work due to employee illness/injury, or other approved leave of absence.

ii. Project Term

Project Term Employees are hired for a duration of not less than nine (9) and not more than thirty-six (36) months for work on projects or to temporarily perform the work of a regular full time, prime time or part time employee selected to work on a project.

iii. Term Employees

When Term Employees are referenced without the modifiers “Seasonal” or “Project” it is understood the reference applies to both types of Term Employee.

Section 2d. Full-time, Prime-Time, Part-Time:

- i.** Employees who are regularly assigned to work at least forty (40) hours per week are defined as full-time employees.
- ii.** Employees who work a minimum of twenty-five (25) hours but no more than thirty-seven (37) hours per week are defined as prime-time employees.

- iii. Employees who work less than twenty-five (25) hours per week are defined as part-time employees.

Section 3. School or College Students

The term “school or college students” means students on vacation from their studies, and student engineers temporarily assigned to various departments of the Company for limited periods of time, during which they perform limited amounts of bargaining unit work. The parties agree that the provisions of this Agreement shall not apply to them while working in such status.

Section 4. Gender References

Where used in this Agreement, the masculine pronoun shall be deemed to include the female equivalent thereof.

Section 5. Lawful Entitlement to Work

The Company and the Local Union mutually agree that for the purpose of this Agreement only United States citizens or aliens lawfully entitled to work in this country shall be employed in the Bargaining Unit under the terms and conditions contained herein, as prescribed by the Immigration Reform and Control Act of 1986 and Maine law.

**ARTICLE IV
LOCAL UNION MEMBERSHIP REQUIREMENT**

Section 1. Condition of Employment

It shall be a condition of employment that all employees of the Company covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees hired or transferred into the bargaining unit on or after the effective date of this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

For purposes of this Section, a member in good standing is one who has met his/her core financial obligations to the Union as collective bargaining representative. An employee who elects not to join the Union may meet his/her financial obligations to the Union by paying the portion of the Union's regular and customary dues and general and uniform assessments that relates to the Union's work as exclusive collective bargaining representative.

Section 2. Notification of Union

In order for the Union to comply with its legal and contractual obligations, the Company shall advise the Union's chief steward and the Union's office at Manchester, Maine as soon as possible of the name and address of any employee hired or transferred into the bargaining unit, and in any case shall provide such notification and information within fourteen (14) calendar days of the commencement of the employee's hire or transfer into the bargaining unit.

Section 3. Dues Deduction

The Company will deduct from the pay of any employee who has signed a copy of the union's written dues deduction authorization all dues and fees which the Union shall from time to time inform the Company are required for the employee to remain a member in good standing. The Union's written dues deduction authorization shall be in a form acceptable to the Company, which acceptance shall not be unreasonably withheld. The deducted dues and fees shall be deducted on each of the first four weeks of each month in an amount equal to the annual dues and fees required from the employee, divided by 48. Dues deducted pursuant to this provision shall be transmitted to the Union by the last day of the month in which they are deducted.

Section 4. Exemptions

The provisions of this Article shall not apply to school or college students on vacation work or student engineers who may be temporarily assigned to various departments of the Company.

ARTICLE V HOURS AND WAGES

Section 1. Field Operations Hours

There shall be maintained a working day of not more than eight (8) hours and a working week of not more than forty (40) hours. Five days, Monday through Friday, inclusive, shall constitute a week's work. For day workers (non-shift), the work day shall be between the hours of 7:00 a.m. and 11:30 a.m.; and 12:00 noon and 3:30 p.m.

Section 1a. Bangor Night Shift Hours

For the Bangor Division Night Line Workers, the work day shall commence at 2:00 pm and end at 10:30 pm with a one-half hour meal period provided, to be taken on or after 5:30 pm.

Section 2. Customer Service Schedules

Daily and weekly work schedules shall be established and implemented as determined by the operational needs of the Customer Service Center. In the event that modifications to employee's work schedules are mandated by changing business needs of the Customer Service Center, the Company shall, when practical, provide advanced notification to the employee(s) prior to implementing any such change in work schedules. The Company shall post weekly work schedules for employees of the Customer Service Center setting forth, for each employee, their start and stop time and days off.

Section 2a. Customer Service Days Off

Customer Service Representatives shall have two (2) regular consecutive days off in any seven day work period. Customer Service Representatives may, however, be scheduled for work assignments that do not provide for two (2) consecutive days off in seven provided that such work schedule is made at the request of the Customer Service Representative in order to accommodate personal needs of the employee. It is the intent of this Section to provide for long-term scheduling arrangements to meet the needs of Customer Service Representatives requiring such accommodation and not to meet the occasional/shorter term needs of the Customer Service Center employees.

Section 2b. Shift Swaps

Customer Service Representatives may, with supervisory approval, swap shift schedules in any payroll week provided, however, that any such swap in shift assignment does not result in any increased cost to the Company or interfere with the business needs of the Customer Service Center.

Section 3. Meal Breaks

All hours and schedules listed in Section 1 and Section 2 provide for an unpaid lunch period of one half (1/2) hour.

Section 3a. Field Operations Meal Breaks

For purposes of this section, travel in excess of fifteen (15) minutes back to headquarters for lunch is not considered to be a reasonable or acceptable travel arrangement. Where individual crews and their supervisor(s) mutually agree, the noon break may be advanced or delayed, but by no more than one-half (1/2) hour.

Section 3b. Bangor Night Shift Meal Breaks

Due to the unique nature of this shift, the meal break may be taken at 10:00 pm whenever all assigned employees elect to do so. Election for this option will be made for six month periods. Where there is not unanimous employee agreement to do so, the standard shift end of 10:30 pm shall apply. The Company reserves the option to discontinue this alternative meal break arrangement based on operational need upon one (1) week notice to the employees and Union.

Section 3c. Customer Service Meal Breaks

As determined by individual work schedules, a lunch break of not less than one-half hour will be scheduled between 11:00 a.m. and 2:00 p.m.

Section 4a. Field Operations Breaks

Employees during any working day shall be entitled to one (1) fifteen (15) minute coffee break. Normally, coffee breaks are to be taken at Company facilities. However, employees traveling to remote work sites may stop in route to such locations to pick up coffee to be consumed at the work location. Sit down coffee breaks at restaurants and coffee shops are not permitted.

Section 4b. Customer Service Breaks

Customer Service Representatives who work a six (6) hour + shift will be entitled to two (2) fifteen (15) minute breaks during their shift. Customer Service Representatives who work a shift of less than six (6) hours are entitled to one (1) fifteen (15) minute break during their shift.

Section 4c. Break Period Abuse

Abuse of the break period(s) specified in this Article shall be grounds for disciplinary action.

Section 5. Field Operations Flexible Work Hours

Some employees in the following job classifications may work the following work schedules:

Line Workers and Electricians assigned to construction activities, out of town work, or where there is significant travel involved: 4 10-Hour days per week in the Monday to Friday time period. The hours to be worked shall fall in the 6:00 a.m. to 6:00 p.m. time period.

Meter Testers and Installers subject to out-of-town stays or work assignments where significant travel is involved: 4 10-Hour days per week in the Monday to Friday time period. The hours to be worked shall fall in the 6:00 a.m. to 6:00 p.m. time period

Fleet, Safety, and Warehouse Employees: Bargaining Unit employees in the Fleet, Warehouse and Safety (Support Functions) may work 4 10-Hour days provided that:

- i. The respective Department has sufficient staffing resources to provide for a 4-day, 10-hour workweek;
- ii. Employees who desire not to be scheduled to work a 4-day, 10-hour workweek not be required to do so, and;
- iii. All the applicable provisions of Section 5 of this Article shall apply.

Section 5a. Flexible Work Hours and Meal and Leave Benefits

All hours listed in this Article provide for an unpaid lunch period of one half (1/2) hour. During those weeks in which a Holiday occurs, all employees shall be scheduled to work 5 8-Hour days. Pay for funeral leave shall be for the hours the employee is scheduled to work for that period. If, as the result of having worked flexible hours, an employee has less than eight (8) hours of vacation time remaining at the end of any plan year, the Company will pay the employee for the unused vacation time.

Section 5b. Change in Flexible Work Hours

When operational need requires changes to Flexible Work Hours, the Company shall provide the employee(s) with at least one (1) week's notice of any such change. The Company shall make such changes so as to start and stop at the beginning and end of a normal pay period.

Section 5c. Call Duty and Flexible Hours

Call Duty Line Workers shall not be scheduled to work flexible hours during the period of time that they are serving a week of call duty as specified in Article VI (Overtime).

Section 5d. Establishment of Alternative Work Arrangements

If the Company determines that a need for alternate work other than listed in Section 5 would be needed in the future, such alternate work schedules shall be established by mutual consent of the Company and the Local Union. Mutual consent shall mean with the approval of Local 1837's Business Representative and the Company's Labor Relations Officer.

Section 6. Changes to Shift Schedules

Except in the case of emergency operational need, the Company shall provide the employee with at least one (1) week's notice of any employee schedule or shift change. Any such change must be according to the terms of this Agreement or by mutual agreement between the Company and the Union.

Section 7. Wages

Wages shall be in accordance with the Schedule of Wages attached to this Agreement.

Section 7a. Direct Deposit

Employees hired after July 1, 2010 are required within one (1) week of date of hire to enroll and remain enrolled in Direct Deposit of wages.

Section 8. Customer Service Pay for Performance

Level 4 and Level 5 Customer Service Representatives whose “evaluation score” is less than their previous year’s score will not be regressed to a lower wage rate, but will instead be “red-circled” and will thereafter receive one half (½) the general increase and be paid at the higher of their current or future qualifying rate (upon retest or reevaluation) or their “red-circled” rate. Red-circled Customer Service Representatives shall receive at least one-half of the general increase for the contractual year in which she or he is red circled.

Section 8a. “Red Circle” Reevaluation

Customer Service Representatives who are “red circled” will have the option of requesting of their supervisor to have an additional evaluation after six months and, if they score sufficiently, the red circle will be removed and they will be paid at the appropriate level rate beginning the first of the month following the evaluation.

Section 8b. Customer Service Progression Testing

Progression testing shall be made available to Customer Service Representatives four (4) times per year.

ARTICLE VI OVERTIME

Section 1. Overtime

Time and one-half rates shall be paid to hourly wage rate employees for all time worked in excess of their normal work week schedule. This provision will not apply to time involved when the normal schedule is changed by mutual consent. Provided that the forty (40) hour week is maintained, other provisions herein may be changed when mutually agreed upon by the Local Union and the Company. Overtime work shall be distributed equally amongst all employees of a department when practical and when, in the judgment of the Company, such distribution will not interfere with efficient operations. Notwithstanding the foregoing provisions, overtime resulting from the extension of a normal workday shall not be subject to the equal distribution provision. Double-time rates shall be paid for hours worked on Sunday, except that for employees whose regular schedule includes Sunday, double-time shall be applied for hours worked on his or her second day off in their regular schedule.

Section 2. Required work before normally scheduled reporting time

If an employee is required to work continuously for a period of time beginning eight or more hours before the employee's normally scheduled reporting time and ending at such normally scheduled reporting time and is further required to continue working beyond such normally scheduled reporting time, all continuous hours worked subsequent to such normally scheduled reporting time shall be paid at the rate of time and one-half until such time that the employee qualifies for the double-time rate specified in Article VI (Overtime). For the purpose of this Section, time allowed off for meals will not prevent the hours worked from being considered consecutive.

Section 3. Reporting and quitting times

The regular reporting times or quitting times will be the same for Saturdays, Sundays, or other days off as the reporting time or quitting time for a normal scheduled work day.

Section 4. Weekly Call Duty and Weekly Call Duty Pay

Any employee of the Line or Power System Technical Department who is required to be available for emergency calls during the hours outside of his normal working hours from the end of his normal working day on Friday to the start of the normal work day on the following Friday shall have served a week of Call Duty. In consideration of this service, any such worker shall receive as compensation ten (10) hours of normal overtime rate of pay (and in addition all hours actually worked while on Call Duty shall be credited to his week's work and any calls responded to will be paid according to the call-back minimum provisions in Section 8 of this Article.

Section 4a. Weekly Call Duty Truck Premium

Line, Electrical, and Power System Technical Department employees who hired or transferred into the Line or Power System Technical Department on or after 2/5/99 who reside in excess of five (5) miles from their reporting location shall during their Call Duty

Week commute to and from work in a company-owned bucket truck, and for Power System Technical Department employees a designated company vehicle, and shall receive, in addition to the Weekly Call Duty Pay, three and one half (3.5) hours of normal overtime rate of pay per Call week.

Line, Electrical, and Power System Technical Department employees who hired or transferred into the Line or Power System Technical Department before 2/5/99 may elect during their Call Duty Week to commute to and from work in a company-owned bucket truck, and for Power System Technical Department employees a designated company vehicle, and if so electing will receive in addition to the Weekly Call Duty Pay, three and one half (3.5) hours of normal overtime rate of pay per week.

Section 4b. Seasonal Issues

Employees who, due to seasonal issues, cannot commute using a company owned vehicle as described in 4a of this Section will not receive the Call Duty Truck Premium for the week. When seasonal conditions prohibit commuting in a company-owned bucket truck, the entire week will be considered as not qualifying for the bucket truck premium.

Section 4c. Notice of Election to Commute in Company-owned Truck

Call Duty employees electing to commute to and from work in a company-owned pick up truck shall inform their immediate supervisor of their intent to use a company-owned pick up truck before the end of the day on the Wednesday preceding their Friday commencement of Call Duty.

Section 5. Frequent Call Duty

Whenever the Company requires that an employee be on Call Duty more frequently than one week out of every four-week period, said employee shall receive as additional compensation four (4) hours of normal overtime rate of pay. The additional four (4) hours of overtime rate of pay compensation applies only to full weeks of seven consecutive days and does not apply whenever an employee meets the frequency requirement solely on the basis of serving as a voluntary replacement for any employee who is scheduled for duty under this section or for volunteering to Call Duty in the Power System Technical Department.

Section 5a. Call Duty and Holidays

Call Duty personnel shall be responsible for calls on holidays. A Line Worker or Power Technician serving on Call Duty from 7:00 a.m. to 3:30 p.m. on the holidays shall receive as compensation a sum equal to four (4) hours of straight-time pay for his being available for emergency calls during his normal working hours of the holiday.

Section 5b. Waiver of Call Duty

An employee who is required to be available for Call Duty under this Section may waive such duty provided he schedules a replacement who is a qualified employee. Selection of replacement Call Duty personnel shall be made in accordance with a rotating alphabetical listing of all eligible Call Duty workers within an employee's respective division/department. Selection of employees for replacement Call Duty not made in

accordance with the alphabetical listing shall not be subject to the grievance and arbitration provisions of this Agreement. Any employee scheduled for Call Duty who is unable to secure such a replacement will be required to perform the scheduled Call Duty himself. Any employee who waives his scheduled week of Call Duty and secures a replacement to take such Call Duty shall, at the end of that payroll period, be charged refused overtime in an amount equal to the number of overtime hours worked by the replacement Call Duty worker.

Section 6. Company Secured Call Duty Replacement

When it becomes necessary for the Company to secure a replacement Call Duty Worker due to unforeseen / unplanned circumstances (i.e., sickness, rest break), such replacement worker shall receive a one time premium payment equal to four (4) hours at time plus one-half his base hourly rate of pay for each day served as replacement Call Duty Worker. Selection of the replacement Call Duty worker shall be from the overtime list.

Section 7. System Standby

In anticipation of major system events when the Company determines it is necessary to secure supplemental Standby Workers, selection of such Supplemental Standby Workers shall first be by volunteers. Absent volunteers, the Company may assign employees to supplemental Standby, with such assignments being made by the overtime list. In making such assignments, the Company shall provide the employee to be assigned a minimum 24-hour notice of such assignment.

Section 7a. Other than System Events

The Company may solicit volunteers for Standby for events or circumstances other than system emergencies, but shall do so with advance planning and notice. Absent volunteers, the Company may assign employees to Standby, with such assignments being made by the overtime list with one (1) weeks' notice.

Section 7b. Standby Pay

An employee on Standby shall receive a one-time premium payment equal to four (4) hours at time plus one-half his base hourly rate of pay for each day of Standby. In the event that the Company determines that it is not necessary to assign an employee to Standby after such assignment is made, the employee assigned to Standby shall receive a minimum call-in equal to four (4) hours at time plus one-half his base hourly rate of pay.

Section 7c. Respond to All Calls

Standby workers will respond to all callouts received during their period of standby.

Section 8. Call Back Minimum

An employee who has gone home after his regular duty and is thereafter called for emergency work, or who is scheduled to work planned overtime, shall receive not less than an amount equal to four (4) hours pay at time plus one-half. For after-hour Field Operations call-outs, the employee shall, upon completion of the call-out, check with the System Operator for other call-outs and, if required, they shall be considered one call-out. Upon arriving home, the employee will call the System Operator. Any additional call

outs to the employee within fifteen (15) minutes of notification that he has arrived home, or should have arrived home, will be considered a continuation of the call out; however, call outs after 15 minutes of the notification to System Operations will be considered a separate four hour call out. When the call-out, or planned overtime is within two (2) hours of the employee's normal starting time, the minimum payment shall not apply.

Section 8a. Call Out Rest Time

A Field Operations employee who has been called out after the hour of 9:00 pm for a call out that extends past 12:00 midnight shall be entitled to one-half (1/2) hour of paid rest time for each hour the employee actually worked between 9:00 pm on the day of the call out and 5:00 am of the following day. Rest time shall be taken on the day that it was earned.

Section 9. No Duplicating of Premiums and Benefits

Premium payments provided in this contract for work outside the employee's normal scheduled work day have been and are made as non-duplicating and non-pyramiding payments for work in excess of such normal working hours and are to be credited toward any statutory overtime compensation due.

Section 10. 25 Mile Radius

All employees of the Line and Power System Technical Departments who may be called upon to work assignments outside of their normally scheduled work hours are required to reside within a twenty-five (25) mile radius of their regular reporting base.

This provision shall not apply to any employee who resides outside of the twenty-five (25) mile radius of their regular reporting base prior to January 1, 1990, nor to any employee who finds himself outside the twenty-five (25) mile radius of their regular reporting base as the result of consolidations, mergers or relocation of employees which are initiated by Bangor Hydro Electric Company subsequent to January 1, 1990.

An employee of the Line or Power System Technical Department who resides outside the twenty-five (25) mile radius of his regular reporting base prior to January 1, 1990 is permitted to construct/purchase/lease or rent a new primary residence and continue to reside outside the twenty-five (25) mile radius. Employees residing within the twenty-five (25) mile radius subsequent to January 1, 1990 are not permitted to relocate outside the twenty-five (25) mile radius of their regular reporting base.

Section 11. Overtime Expectation

As an electric utility, the Company has an obligation to provide reliable, 24-hour a day service to our customers. For that reason, it is both the Company's and the Union's expectation that employees be required to work a reasonable amount of planned and unplanned overtime hours. This overtime obligation extends to all members of a respective division / department to ensure that overtime hours worked are shared equally by all and not a burden to those with a demonstrated willingness to work overtime assignments.

In divisions / departments where the Company determines that employee response to overtime requests is unsatisfactory (either by department or individuals within a department), a meeting between the department manager, supervisory staff and the Local Union shall be held to review and discuss the specifics of the overtime response problem.

Section 12. Customer Service Overtime

Customer Service Representatives wishing to be considered for overtime assignments shall so indicate by signing up on the “Overtime List” available in the Customer Service Center. Selection of employees for overtime assignments will be made in accordance with and determined by the employee’s qualification(s) for the work to be performed. The Company will endeavor to distribute overtime work fairly and equally amongst those qualified, keeping in mind the employee’s availability and demonstrated willingness to respond promptly to calls for emergency work.

Section 13. Outage Coordinator/Callout Provisions

An employee of the Customer Service Center who is qualified and selected to perform duties of Outage Coordinator shall receive, during the week he is serving as Outage Coordinator, a premium payment equal to six (6) hours at time plus one-half the employees base hourly rate of pay.

For any week in which an employee is scheduled to be the Outage Coordinator, he shall be available to perform such duties from 8:00 a.m. on Friday to 8:00 a.m. the following Friday.

Section 13a. Outage Coordinator Replacement

An employee who is scheduled to serve a week as Outage Coordinator may waive such obligation provided that he schedules a replacement who is a qualified Outage Coordinator. Outage Coordinators may “swap” weeks with other qualified employees. Any employee who is scheduled to serve a week as Outage Coordinator who is unable to secure a replacement will be required to assume Outage Coordinator responsibilities himself.

Section 14. Mutual Aid

The Company has agreed to adopt a policy concerning pay for those employees who are called on to perform emergency service restoration work for other utilities other than those Maine utilities wholly or partly owned by the Company.

Therefore, it is understood that when employees of the Company are called upon to perform work for such utilities their base hourly rate of pay will be equivalent to the base rates of pay of the Company in whose service area the work is performed. In no event will the rate of pay be less than the employee’s normal rate of pay.

Such rates will become effective when crews depart from their Company headquarters and, subject to usual understandings on hours worked and not worked, will apply until crews are returned to their Company headquarters. All other usual considerations such as

premium pay, rest time, etc., will be applied in accordance with the Agreement between the Company and Local Union 1837.

Section 15. Overnight Stay Premium

Whenever the Company designates a job assignment as requiring an overnight stay, the Company will pay to the employee(s) involved an overnight stay premium (equal to six and one half percent [6 ½%] of the straight time rate of pay for a Line Worker First Class) per hour in addition to normal straight time pay for all hours worked on the day(s) on which the employee is not returned to home base. The said premium shall be added to the regular straight time hourly rate of pay for the purpose of computing the overtime rate of pay, but for no other purpose.

Section 16. Off Duty Travel

When the Company designates the employee to receive specialized training or to attend seminars where the assignment requires overnight stay at a location outside the Company's service territory, and the assignment requires the employee to travel on a day for which he is not regularly scheduled to work, i.e., Saturday, Sunday or Holiday, the employee's travel time to and from the assigned destination shall be deemed working time and the employee shall be compensated in accordance with applicable wage and hour regulations.

Section 16a. After-Hours Travel

Employees required to travel to locations outside the Company's service territory on a day in which they have previously worked eight (8) hours shall receive overtime pay for the hours traveling to their destination. Travel time which comprises any portion of the employee's regular work day (up to 8) shall be compensated at the employee's regular straight-time hourly rate.

Section 16b. Weekend Travel

Travel time on weekends or anytime subsequent to the employee having completed forty (40) hours of work in any one pay week shall be compensated at the employee's overtime rate of pay. In the event that an employee elects to travel by means of transportation other than provided by the Company, the Company shall only be obligated to compensate that employee for the hours that the Company-provided transportation would otherwise take the employee to arrive at his destination. No double-time pay for travel on Sundays.

Section 17. Working more than 16 consecutive hours

If an employee is required to work sixteen (16) or more consecutive hours, he will be allowed a rest period of nine (9) hours off before returning to work, unless an emergency continues or arises which makes it necessary for the Company to continue his work or to call him back to work before the expiration of the nine (9) hour period. Any part of such nine (9) hour rest period which extends into the employee's normal work schedule will be paid for at normal straight-time rates. Any employee who has accrued rest time but is required to work due to an emergency shall be allowed such balance of rest time due at the conclusion of the extended work period. Time allowed off for meals will not prevent the sixteen (16) hours worked from being considered as consecutive. If an employee is

called and reports to work within three (3) hours of the time the employee went off duty, the time off shall be counted in the determination of the 16-hour work period.

If an employee is required to work sixteen (16) or more consecutive hours, he shall be paid at double the straight-time rate for all hours in excess of sixteen (16) hours, including normal scheduled hours worked. Time allowed off for meals will not prevent the sixteen (16) hours from being considered as consecutive. If an employee is called and reports for work within three (3) hours of the time the employee went off duty, the time off shall be counted in the determination of the 16-hour work period.

Section 18. System Emergencies

During major system events when it becomes necessary for the Company to establish crew rotations (send employees home for rest break) to provide for and ensure efficient utilization of staffing resources during the system event period, the System Emergency Event Manager, or his designated authority, will declare a system emergency. Selection of employees to commence rest break shall be determined by the Line Superintendent in each respective Division as determined by crew location and outage conditions at the time of the declaration.

Upon declaration of a system emergency, crews will be scheduled to work sixteen (16) hours on and eight (8) hours off. During the system emergency, all hours worked and all rest break time will be paid for at time plus one-half the employee's base hourly rate of pay. This provision shall apply to any involved Line Department employee and to any non-Line Department employee(s) assisting the Line Department in service restoration activities. Upon cancellation of the system emergency, rates of pay and rest period provisions shall revert back to, and be in accordance with, Section 1 and Section 8a of this Article.

ARTICLE VII SENIORITY

Section 1. Customer Service Seniority

When determining Bargaining Unit seniority for employees of the Customer Service Center who were employed at the time of Union certification, individual seniority shall be determined from the date of such certification.

Section 2. Part-time employees

Part-time employees shall accrue seniority at 50% the rate of accrual for Full-time and Prime-time employees.

Section 3. Break in Bargaining Unit Seniority

Any employee performing a class of work subject to the Local Union membership requirement of this Agreement who is promoted to a non-bargaining unit position and subsequently returns to a class of work subject to the Local Union membership requirement within one (1) year or less, shall be treated as having continuous bargaining unit service (and continual departmental service, if returned to the same department from which he left), excluding the time worked in the non-bargaining unit position. Such employee that returns to a class of work subject to the Local Union membership requirement after an absence of more than one (1) year, shall be deemed to have continuous bargaining unit service at that time (and continuous departmental service) equal to the lesser of his actual former service, or one (1) day less than that of the most junior employee in the department to which he is returning.

Section 4. Term Employee Seniority

Employees in term positions accrue seniority as described in Article XXII (Term Positions), Section 1d.

Section 5. Reasonable Accommodation

Reasonable accommodation will be offered to qualified individuals with disabilities to the extent not inconsistent with the seniority and other provisions of this Agreement unless the Union waives the requirement.

**ARTICLE VIII
BENEFITS**

Section 1. Maintenance of Benefit Levels and Coverage

The Company agrees that it will not of its own volition, without the consent of the Local Union, make any changes during the term of this Agreement in the level of benefits and coverage in the following benefit programs provided to Bargaining Unit employees.

- Group health insurance
- Life and Accidental Death and Dismemberment Insurance
- Short Term Disability and Sick Pay
- Long Term Disability
- Defined Benefit Pension Plan
- 401(k) Retirement Savings Plan
- Employee Educational Benefit
- Holidays
- Vacations
- Authorized Leave of Absence

The Company reserves the right during the term of this Agreement to change benefit carriers and make administrative changes in such plans, such as but not limited to changes reasonably necessary due to changes in law or regulation, provided, however that the same level of benefits and coverage remains the same.

Section 2. Benefit Plan Eligibility

Employees become eligible for participation in the benefits listed in Section 1 at the beginning of the month following completion of ninety (90) consecutive calendar days of employment from their date of hire, unless otherwise specified.

**ARTICLE IX
EMPLOYEE/DEPENDENT HEALTH INSURANCE**

Section 1. Medical Coverage, Full Time Employees: The Company shall, during the term of this Agreement, maintain in effect the Blue Cross / Blue Shield Blue Choice 80/20 Plan for full time employees and their dependents. Specific terms and conditions of the medical coverage are provided in the Blue Choice Certificate of Coverage distributed to all Plan participants as well as maintained in the Human Resource Office. Any benefits-eligible employee is eligible to enroll for coverage in the Bangor Hydro Electric Company Employee Health Plan on the first day of the month following 30 days after the individual's date of hire.

Section 1a. Medical Coverage, Prime-Time Employees

Effective January 1, 2006, and continuing for each year of the Collective Bargaining Agreement, Prime Time employees will be required to contribute the applicable Single employee rate for participation in the Company's Medical Plan. Spousal and dependant coverage may be purchased by the Prime Time employee, if desired.

Section 1b. Medical Coverage, Part time and Term Employees-

Part Time employees and Term employees with position duration of less than one (1) year are not eligible for Medical Coverage.

Section 1c. Deductible and Coinsurance Amounts:

Deductibles:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Single	\$375	\$375	\$375	\$375	\$375
Family	\$750	\$750	\$750	\$750	\$750

Coinsurance

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Single	\$625	\$625	\$625	\$625	\$625
Family	\$1250	\$1250	\$1250	\$1250	\$1250

Section 1d. Maximum Out-of-Pocket Amounts:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Single	\$1000	\$1000	\$1000	\$1000	\$1000
Family	\$2000	\$2000	\$2000	\$2000	\$2000

Office Visit Co-payments - \$20.00

Section 1e. Weekly employee contribution

The employee weekly contribution made as a pre-tax payroll deduction shall be as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Single	\$37.00	\$40.00	\$44.00	\$49.00	\$55.00
Family	\$56.00	\$61.00	\$67.00	\$74.00	\$83.00

Section 1f. Prescription Drugs

The prescription drug schedule and co-payment schedule for pharmacy and mail order purchases shall be as follows.

Pharmacy Purchase: Generic	- \$20.00
Brand	- \$35.00
Mail Order Purchase: Generic	- \$15.00
Brand	- \$30.00

Section 1g. Eligible Dependents

A full time Employee’s spouse and/or dependent children are covered under the health plan subject to the following:

i. Spousal Rule

If your spouse works full time for an employer that offers medical insurance for its employees and your spouse’s employer, shares in the cost of that coverage, your spouse must enroll in that employer’s medical plan first, and that plan becomes primary for the spouse. You may then enroll your spouse in the Bangor Hydro Medical Plan, and the two plans will coordinate benefits as terms and conditions of the respective Plans allow.

Medical insurance benefits shall continue to the dependent surviving spouse of a deceased employee, to include dependent children, provided that at the time of death the employee had completed at least ten (10) years of credited service with the Company. Continuation of coverage under this provision shall cease upon the remarriage of the dependent surviving spouse.

ii. Dependent children 19 -26

The Bangor Hydro group health plan believes the plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (“PPACA”). As permitted by the PPACA, Bangor Hydro’s group health plan will provide coverage to adult children who have not attained the age of 26 years at any time the adult child is not eligible to enroll in an employer-sponsored group health plan other than a group health plan of his/her parent. During this period, an adult child who is eligible to enroll in an employer-sponsored group health plan

other than a group health plan of his/her parent and subsequently loses such eligibility will be provided a special election period in which to enroll in the Bangor Hydro group health plan. On the earlier of January 1, 2014, or the date on which the Bangor Hydro's group health plan ceases to be a grandfathered health plan under the PPACA, the Bangor Hydro group health plan will provide coverage to adult children up to age 26 without regard to whether the adult child is eligible to enroll in a group health plan other than a group health plan of his/her parent.

Section 2. Voluntary Dental and Vision Insurance Coverage

Effective 1/1/11, the Company shall administer a voluntary dental and vision insurance program for the benefit of bargaining unit employees. Participants shall bear the full cost of the insurance coverage.

ARTICLE X
LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Life and Accidental Death and Dismemberment Insurance

Bargaining Unit employees may elect, on an annual basis, to purchase additional term life insurance up to three times their base annual compensation.

ARTICLE XI
SHORT TERM DISABILITY AND SICK LEAVE PROGRAM

Section 1. Eligibility

Effective 1/1/11, all bargaining unit employees shall be covered by the Company's Short Term Disability (STD) and Sick Leave Program.

Section 2. Eligibility for STD

Employees who have been continuously in the employ of the Company for a period of ninety (90) days or longer shall be entitled to the following benefit when they are physically unable to work and are absent from work because of sickness or injuries which are non-compensable under Maine Worker's Compensation Act:

- a. Up to four (4) weeks straight time pay (up to six (6) weeks straight time pay for maternity leave) at the normal rate of forty (40) hours per week, and thereafter;
- b. Sixty-six and two-thirds percent (66 2/3%) of straight time pay for a period of (30) days for each year for each year of continuous service, to a maximum benefit period of ninety days.

Section 3. Certification

To be eligible for this benefit, eligible participants may be required to submit to the Company a physician's certification confirming the dates of disability and the reason for the disability. In such case, the Company shall provide for the payment of any reasonable physician's expenses incurred in obtaining the physician certification to the extent that such costs are not reimbursable under the employee's medical benefit coverage. The Company may request recertification at any time that the employee is receiving benefits under the Short Term Disability and Sick Leave Program. Doctor visits that do not contribute to wellness and healing drive up the costs of insurance, so such certifications will not be required excessively.

Section 4. Inability to Return to Work After Ninety (90) days on Short Term Disability

Disability benefits for non-compensable injuries and/or illnesses that extend beyond ninety (90) days will be paid under the Company's Long-Term Disability (LTD) Benefit.

Section 5. Good Attendance Bonus

At the end of any year in which the average number of sick days of the members of the Bargaining unit is seven (7) days or less, the Company will pay a bonus to each qualifying employee. In computing the average number of sick days, partial days shall count as full days. However, the Company will include only the first seven (7) days of any absence that exceeds seven (7) consecutive days.

Section 5a. Pay credit days

In order to qualify for the bonus payment, the employee must accumulate pay credit days on the basis of the following:

- i.** Each employee shall receive one-half (1/2) pay day credit for each month in which the employee is not absent from work due to illness (i.e., receives sick pay) up to a maximum of six (6) pay credit days per year.
- ii.** From the pay credit days above, the Company will subtract one full pay day credit for each day for which the employee is absent from work due to illness (i.e., receives sick pay).
- iii.** At the end of each calendar year, beginning in 2011, each eligible employee shall elect to have his or her Good Attendance bonus paid as follows, on the basis of one regular day's pay at the rate of pay in effect on December 31 of the year of election:
 1. Paid out as a cash bonus to be paid on or about the first pay period of the following year, or
 2. Converted to personal leave hours to be used as detailed below, or
 3. Any combination of # 1 and 2 above.
 4. Failure to elect by the first Monday of the last full pay period in January shall result in default to payment of cash bonus to the affected employee.
- iv.** For the purpose of this Plan, a monthly pay period for any given month shall be defined as that period of time commencing with the day following the last Sunday of the prior month, and ending with the last Sunday of the current month, except for December which shall end on December 31st.

Section 6. Scheduling of Personal hours

An employee who elects to convert any or all of their Good Attendance Bonus to personal hours shall schedule personal hours off in advance unless used for emergency, injury, or illness. The Company will grant scheduled Personal Hours off satisfactory to the employee whenever possible but the final determination of scheduled Personal Hours off will be determined by the Company. Personal leave may, without limitation, be used for dependent care, or other family needs.

Section 6a. Personal Hours Cash Out

Personal hours may not be carried over from year to year, but may be cashed out.

Section 6b. Personal Hours and Good Attendance Bonus Calculation

Good Attendance Bonus Personal hours used shall not be counted in the next year's Good Attendance Bonus calculation.

Section 7. Customer Service Transition to Short Term Disability and Sick Leave Program

In transitioning to the Short Term Disability and Sick Leave Program, Customer Service Representatives/Lead with a Benefit Time balance as of December 31, 2010 may carry it over or may cash out the full amount minus thirty-two hours.

- a. Any Customer Service Representative/Lead with fewer than thirty – two (32) hours to carry over will be credited with thirty-two (32) hours of Personal Time effective 1/1/11.
- b. Any Customer Service Representative/Lead with more than thirty-two (32) hours to carry over may continue to use the time under scheduled/unscheduled attendance practices in effect as of June 30, 2010. All leave must be used or cashed out by December 31, 2013.

ARTICLE XII
LONG TERM DISABILITY (LTD)

Employees who continue to be unable to work following utilization of their Short-Term Disability Benefits are eligible to apply for Long Term Disability. Specific terms and conditions of the Long Term Disability coverage are provided in the Summary Plan Document as maintained on the Company's intranet and in the Human Resource Office.

**ARTICLE XIII
PENSION PLAN, RETIREE MEDICAL, 401k**

Section 1. Pension Plan

The funded pension plan as announced to the employees in December, 1953, and as titled “Bangor Hydro-Electric Company Pension Plan, effective as of July 1st, 1953” and subsequently amended and restated on several occasions, most recently December 22, 2009, shall be maintained in effect for the duration of this Agreement as to those Bargaining Unit employees covered by the plan. The Bangor Hydro Electric Company Pension Plan Summary Plan Description is incorporated by reference into this Agreement

Section 1a. Eligible employees shall be covered by the “Bangor Hydro-Electric Company Pension Plan”, which Plan is a separate agreement between the Company and the Local Union. All rights under the Plan are determined by its terms.

- 1) Maximum years of Benefit Service to earn a full pension under the Plan is thirty (30) years.
- 2) Average Annual Compensation, for benefit calculation purposes, shall be 1/3 of a member’s aggregate compensation for the thirty-six (36) consecutive calendar months yielding the highest average.
- 3) The current formula for determining a member’s retirement benefit is:

The sum of 1.6% of Average Annual Compensation up to and including Covered Compensation, plus 2% of Average Annual Compensation in excess of Covered Compensation, multiplied by the member’s years of benefit service not to exceed 30.
- 4) Normal retirement age is 65. Eligible employees may retire between the ages of 62 and 65 without a reduction in their accrued benefit.
- 5) Eligible employees with 12 or more years of vesting service may retire and commence benefit payments as early as age 55 with a reduction in their accrued benefit.
- 6) Eligible employees become 100% vested in their accrued benefit upon the completion of five (5) years of vesting service.
- 7) Pension benefits are automatically paid in the form of a Qualified Joint and Survivor Annuity (QJSA) whereas benefit payments continue to the surviving spouse in the event that the member predeceases their spouse, unless the member is single at retirement or the member and spouse jointly elect to waive the QJSA form of payment.

Section 1b. Employees Hired After February 1, 2006

Employees hired after February 1, 2006 are not eligible for participation in the Company's Defined Benefit Pension Plan.

Section 2. 401(K) Retirement Savings Plan

Employees hired after February 1, 2006 are required to enroll in the Company's 401(K) Retirement Savings Plan for retiree benefits after six (6) months of continuous employment. Enrollment is voluntary for employees hired prior to February 1, 2006 . A copy of the Bangor Hydro 401(K) Summary Plan Description is incorporated by reference into this Agreement.

Section 3. Company Matching Contributions Pre-February 1, 2006 hire:

Employees hired prior to February 1, 2006 who enroll in the 401(K) Retirement Savings Plan may receive employer matching contributions. During the term of this Agreement, the discretionary Company matching contributions may be made in an amount equal to fifty percent (50%) of the employee's contribution up to 4% of the employee's compensation (a 2% match).

Section 3a. Company Matching Contributions Post-February 1, 2006 hire

Employees hired on or after February 1, 2006, shall be eligible for the Company matching contribution of 100% on the employee's contribution up to the percentage of of the employee's compensation listed below:

- 2011: 5.5%
- 2012: 5.75%
- 2013: 6%
- 2014: 6%
- 2015: 6%

Section 3b. Frequency of Company Match

The Company will provide the Company match to eligible and participating employees semi-annually.

Section 3c. Employee Contributions Higher Than Company Match

Employee contributions greater than the contribution match percentage listed in Section 3a are permitted by the Plan, but will not be eligible for the Company match.

Section 4. Retiree Medical Benefits Eligibility For Employees Hired After February 1, 2006

Effective February 1, 2006, there are no future retiree medical benefits for employees hired after January 1, 2006.

Section 5. Retiree Medical Benefits Contribution Schedule for Eligible Employees Hired Before February 1, 2006

Effective February 1, 2006, the contribution schedule for retiree medical benefits shall be as follows:

<u>Employees with - - -</u>	<u>Must Contribute</u>
Less than 20 Years Service at retirement	100% of Retiree Premium
20 to 24 Years of Service at retirement	50% of Retiree Premium
25 to 29 Years of Service at retirement	66 2/3% of Active Employee Rate*
30 or More Years of Service at retirement	No Contribution

*66 2/3% of Active Employee Rate for the period 2010-2015 will be:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Single	\$14.00	\$16.00	\$18.68	\$21.34	\$24.68
Family	\$21.34	\$24.67	\$28.00	\$32.68	\$37.35

Employees retiring at age 62 or older will contribute the applicable weekly rate until their attainment of age 65.

Employees retiring between the ages of 55 to age 62 will contribute 66 2/3% of active employee rate, adjusted annually, until their attainment of age 62. At age 62, the contribution rate will not change until attainment of age 65.

At age 65, when Medicare becomes primary coverage for the retiree, the weekly contribution for retiree medical coverage shall be the lesser of the retiree's weekly contribution rate at that time or fifty percent (50%) of the active employee contribution rate in effect at that time.

ARTICLE XIV
EMPLOYEE EDUCATIONAL BENEFIT (TUITION REIMBURSEMENT)

Section 1. Employee Educational Benefit

Subject to the approval of an officer of the Company, participating employees may arrange to take courses at a recognized and accredited vocational school, business college or university, with reimbursement costs determined in accordance with the following:

For a Grade of A or B	100% Tuition Reimbursement
For a Grade of C	75% Tuition Reimbursement
For Grades Below C	No Tuition Reimbursement
Audited Courses	No Tuition Reimbursement
Pass / Fail Courses	No Tuition Reimbursement, unless P/F is only option. Courses must be taken for academic grade.

Book reimbursement is at the same level of tuition reimbursement, i.e., determined by grade attained.

Section 1a. Reimbursement

Reimbursement will be made upon certification of the grade attained and the receipt by the Company of proof of payment for the tuition and textbooks for the course.

The courses must be job-related or required for a college degree, or may be courses which will provide the knowledge for future Company employment in a new work program.

Section 1b. Courses and Normal Work Schedule

The courses must be arranged for outside of the normal work schedule of the participating employee unless prior authorization to do otherwise is obtained.

**ARTICLE XV
HOLIDAYS**

Section 1. Holidays

The following days shall be recognized as guaranteed holidays for employees upon date of hire:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day**	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	The day following Thanksgiving
Christmas Eve Day**	Christmas Day

**Employees of the Customer Service Center do not recognize Patriot's Day as a guaranteed holiday. In exchange for that day, Christmas Eve Day is recognized as a guaranteed holiday.

Section 1a. Holidays Falling on Saturday or Sunday

Guaranteed holidays which fall on a Saturday are observed on the preceding Friday. Guaranteed holidays which fall on a Sunday are observed on the following Monday.

Section 2. Holiday Pay

All hourly rate employees, whether or not required to work on the above holidays, shall receive as Holiday Pay eight (8) hours straight time pay for the holidays listed in Section 1, whether or not the holiday falls within their regular work week.

Section 2a. Holiday Pay Impact on Overtime Rates

Holiday Pay will be credited toward the forty (40) hours of weekly work above which overtime rates apply.

Section 2b. Guaranteed Holiday Outside of Employee's Regular Work Schedule

If the holiday is celebrated on a day on which an employee is not regularly scheduled to work and the employee does work on such holiday, she or he shall be paid, in addition to the eight (8) hours straight time pay, double rate for all hours worked.

Section 2c. Guaranteed Holiday During the Employee's Regular Work Schedule

If the holiday is celebrated on a day on which the employee is regularly scheduled to work, the employee shall be paid, in addition to the eight (8) hours straight time pay, (1) time and one-half rate for all time actually worked which falls within the hours of that employee's normal work day and (2) double rate for all time actually worked which falls outside of the hours of that employee's normal working day, but in neither case shall this time actually worked apply towards his forty (40) hours of weekly work above which overtime rates apply.

Section 2d. Guaranteed Holiday During Employee's Vacation

If a paid holiday is included in an employee's vacation period, the employee shall not be charged vacation time for the paid holiday.

Section 3. Customer Service Holiday Swap

When an employee in Customer Service agrees to swap a holiday with another employee, the responsibility for coverage falls to the employee who took the holiday and is no longer the responsibility of the employee who was originally scheduled.

ARTICLE XVI VACATIONS

Section 1. Regular Full-Time Employees

Regular Full-Time Employees are entitled to vacation with pay in accordance with the following schedule:

- (a) New employees shall be entitled to one (1) week of paid vacation following the completion of six (6) months of continuous service provided the employee is at that time accepted by the Company as a regular full-time employee. An additional one (1) week of paid vacation will be granted upon completion of one (1) year of continuous service.
- (b) Regular full-time employees shall be entitled to two (2) weeks of paid vacation during each calendar year in which the employee completes his second (2nd) through fourth (4th) year of continuous service.
- (c) Regular full-time employees shall be entitled to three (3) weeks of paid vacation during each calendar year in which the employee completes his fifth (5th) through eleventh (11th) year of continuous service.
- (d) Regular full-time employees shall be entitled to four (4) weeks of paid vacation during each calendar year in which the employee completes his twelfth (12th) through nineteenth (19th) year of continuous service.
- (e) Regular full-time employees shall be entitled to five (5) weeks of paid vacation during each calendar year in which the employee completes his twentieth (20th) year of continuous service and during such subsequent calendar year exclusive of the year of termination of employment.

Section 2. Retiring Employee

For the purpose of determining paid vacation entitlement, a retiring employee who has not passed his service anniversary date shall be entitled to paid vacation on the same basis as if he had passed his service anniversary date.

Section 3. Vacation Carry Over

The Company will grant vacation period satisfactory to the employee whenever possible, but the final determination of the vacation period shall be determined by the Company. Vacation time earned in any one calendar year may be carried forward to the next year. That part carried forward shall be paid for at the employee's base hourly rate of pay at the time the carried forward vacation hours are taken. Vacation may be carried forward one year only and must be applied for during the year earned.

Section 4. Vacation Pay Upon Termination or Death

In the event that an employee is terminated under the provisions of Article XIII (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay) prior to taking any approved carry-over vacation or any portion of the current year's entitlement, the employee shall receive an amount of pay equal to the remaining vacation time to which he was entitled.

In the event of the death of an employee prior to taking any approved carry-over vacation or any portion of the current year's entitlement, the employee's beneficiary shall receive an amount of pay equal to the remaining vacation time to which he was entitled.

Section 5. Split Weeks

Subject to the foregoing provisions, the Company is obligated to allow one week of an employee's vacation entitlement to be split and taken in two or more calendar weeks when, in the opinion of the Company, such a split vacation would not interfere with the operating conditions of the Company. Subject to supervisory approval, additional split vacation time may be granted provided that such split vacation will not interfere with efficient operations. Such vacation time granted shall be on a case-by-case basis, and not subject to the grievance and arbitration provisions of this Agreement. Preference will be given to full weeks over split weeks, and in no event can a vacation be split into increments smaller than one day.

Section 6. Vacation Interrupted by the Company

In the case where an employee's vacation time has been interrupted, on request by the Company, the employee will receive pay for the hours actually worked at the appropriate overtime rate and will be entitled to substitute vacation time off, without pay, to be calculated on the basis of one day for every day on which he performed work during his scheduled vacation time.

ARTICLE XVII
LEAVE OF ABSENCE

During an authorized Leave of Absence all benefits are suspended. Upon immediate application when returning to work after a Leave of Absence, all benefits, excluding medical benefits and length of service will be immediately reinstated. Medical benefits will be reinstated upon immediate application and in accordance with eligibility provisions of the then-current medical plan. When a Leave of Absence exceeds one year, the employee shall be considered a “new employee” for purposes of determining eligibility for medical benefits.

**ARTICLE XVIII
FAMILY MEDICAL LEAVE**

The Company and the Local Union agree that the provisions of the State and Federal Family Medical Leave Act(s) are hereby incorporated by reference thereto to the same extent as if set forth in full within the terms and conditions of this Agreement. The Company shall administer leave benefits under such laws and any applicable regulations, as they may change from time to time, and may adopt procedures to do so, after notice to the Local Union and only after bargaining, if requested by the Union

**ARTICLE XIX
FUNERAL LEAVE**

Section 1. Eligibility

Funeral leave from normal scheduled work (straight-time work) is available to full-time, prime-time part-time employees is as follows:

Section 2. Relatives in Household and Immediate Family

On request, such time as may be necessary up to three (3) consecutive days with pay in cases of funerals of the employee's (i) relatives or domestic partner who reside in the household, (ii) parents (including fathers-in-law and mothers-in-law and parents of the employee's domestic partner) or children outside his household and (iii) brothers and sisters outside his household where length of travel or other extraordinary circumstances require such leave, and (iv) step-children and step-parents , and children of an employee's domestic partner. 2b. "Domestic Partner" means registered domestic partner as defined in Title 18-A section 1-201 (36-A).

Section 3. Grand Relatives

On request, such time as may be necessary up to two (2) days with pay in cases of funerals of the employee's grandparents and grandchildren where length of travel or other extraordinary circumstances require such leave.

Section 4. Close Relatives

On request, such time as may be necessary up to one (1) day with pay in cases of funerals of the employee's close relatives (including aunts and uncles, and relatives listed in (i) above) in cases where more than up to one day is not necessary.

Section 5. Close Employees

On request, such time as may be necessary, up to ½ day with pay in cases of funerals of a fellow employee or former employee who worked in the same department. However, in these cases, the Company reserves the right to limit the number of employees granted leave based on operational needs.

Section 6. Other Employees

The Company also agrees to give consideration to requests from employees to attend funerals of employees who did not work in the same department with the employee. The

determination to grant such leave shall be at the Company's discretion, but where granted shall be with pay.

Section 7. Pallbearers

The Company agrees to make every reasonable effort to allow employees time off, without pay, for the purpose of acting as pallbearers at funerals for persons other than above described.

Section 8. No Duplication

Funeral leave shall be without duplication of any other benefit.

ARTICLE XX
JURY DUTY

Employees who are required to be absent from work because of being summoned for jury duty will be reimbursed by the Company for the difference between jury pay and their regular straight-time hourly rate based upon the forty (40) hour work week.

Hours served on jury duty will not be considered as hours worked when computing overtime / premium pay.

Employees summoned for jury duty are requested to notify their immediate supervisor within three (3) days following receipt of the summons.

ARTICLE XXI
PROMOTIONS, DEMOTIONS, FURLOUGHS AND
EMPLOYEE SECURITY AND TERMINATION PAY

Section 1. Selection

Selection of employees for promotion, demotion or furloughing because of a reduction in forces, shall be based upon the following factors: length of continuous bargaining unit service (departmental), training, ability, efficiency, physical fitness and place of residence. Where applicants for promotion otherwise qualify, in accordance with the above, length of continuous service shall govern.

Section 1a. Family Relationships

Fathers, sons, mothers, daughters, brothers, sisters, husbands, and wives of relatives employed by the Company will not be eligible for transfer, promotions, or vacancy postings for jobs in the same department within the same division where a father, son, mother, daughter, brother, sister, husband or wife is presently employed. This policy shall also apply to step-relatives.

This Family Relationships provision shall not apply to those continuing relationship situations which existed immediately prior to January 1, 1988, or to employees hired into the Company's Supplemental Student Employment Program and part-time employees, or to those employees who are transferred under the terms of Article XXX (Retrogression of Partially Incapacitated Employees), Retrogression or the employee's job having been eliminated.

Section 2. Posting of Vacancies

When a vacancy or the creation of a new position necessitates promotion of an employee, or hiring of a new employee, the Company shall post notices at locations accessible to the employees within two weeks of the creation of such vacancy or new position, or notify the Business Manager of the Local Union of its intent not to post notices at that time. Notices are to remain posted for seven (7) working days, within which time employees may apply in writing to the supervisor or official of the Company designated on the notice. The notices shall set forth:

- The classification of the position to be filled
- An outline of the duties
- The hours and days of work
- The wage rate
- The date on which the notice is posted
- The last day for filing applications, and
- If the position is a Term position, then it will also show:
 - The duration of the position
 - The days and hours of the position limit, if any, on the number of bargaining unit members eligible to be selected from any one work location, and

- Whether, in the event a regular employee is selected, the employee's position will be backfilled.

Applicants who have special qualifications shall describe such qualifications briefly in their applications. The Company shall not be required to consider employees who fail to apply as prescribed in this paragraph. On or before the date of posting, the Company shall mail a copy of the notice to the Business Manager of the Local Union representing employees in the department in which the vacancy occurs or the new position is created.

Section 2a. Filling of Positions

- i. **From Within a Department:** The vacancy or new position shall be filled with the most senior applicant in the department in which the vacancy or new position exists, provided the employee has the necessary qualifications to perform the job. In those instances where qualified applicants have the same departmental seniority, the vacancy or new position shall be filled by the employee with the most bargaining unit seniority. Should all the applicants' bargaining unit seniority be identical as well, the vacancy or new position shall be filled by the employee with the most Company seniority. When all of the above seniority factors are equal, the successful applicant shall be determined by drawing numbers from a hat with the lowest number being the most senior.
- ii. **From Outside the Department:** If no departmental employee has the necessary qualifications or there are no applicants from departmental employees, the vacancy or new position shall be filled in the same manner from among Company-wide applicants, provided one has the necessary qualifications.
- iii. **From Outside the Company:** If the above procedure is exhausted without producing a successful applicant, the Company may fill the position with an applicant from outside the Company, provided that preference is given to any qualified employee who has been laid-off by the Company within a two year period preceding the posting of notice for the position. Such laid-off employee shall be considered in the order of their Company seniority as of their day of layoff.

Section 2b. Notice of Acceptance

The name of the applicant accepted for the position shall be appended to the notices and thereafter the notices shall remain posted for one week. A copy of the notice of acceptance, together with a listing of applicants, shall be sent to the Business Manager of the Local Union.

Section 2c. Regular Employees Bidding on Project Term Vacancies

Regular employees may bid on posted Project Term position vacancies. Selection for Term vacancies for work within the bargaining unit shall be by the method defined by Section 2a of this Article. Bargaining unit members may apply for non-bargaining unit Term positions. The Company is under no obligation to select a bargaining unit applicant

for a non-bargaining unit Term Position. However, if the Company determines that there is more than one qualified bargaining unit applicant for a non-bargaining unit Term position, and the Company has determined to select one or more of the qualified bargaining unit applicants, the Company shall apply Section 2a in selecting the bargaining unit applicant(s) to fill the position(s). The Company may limit the number of regular employees from any one work location who may be on Term assignment at one time.

Section 2d. Departmental Seniority

When an employee is selected as the successful applicant to fill a vacancy outside his current department, he shall begin to accrue departmental seniority in the new department at the time the Company is notified by the employee of his acceptance of having been selected to fill the vacancy.

Section 3. Transfer to New Position

The Company shall make every effort to expedite the transfer of the affected employee to his new position in order that he not be unduly retained in his current position. However, in the case of a regular employee occupying a Term position, the Company may elect to transfer the affected employee at any time between the date selected and the end of the Term position. In such cases, the regular employee's wage rate will be the higher of the new position or the Term position.

Section 4. Transfer to New Position

When an employee is promoted or transferred to another position, including a Term position, but fails to qualify, he shall be reassigned to the class of work from which he was promoted or transferred. If the Company determines that the employee has the necessary qualifications to perform the work in the class to which he was promoted or transferred, but the employee desires to return to his previous class of work, the Company shall not reassign him until there is a vacancy in such previous class. In the case of an employee who desires to return to his previous class of work, the Company will determine based on operational need the appropriate time to do so.

Section 5. Temporary Assignment

The Company may assign anyone to fill a vacancy or new position temporarily, pending the posting of notices and the consideration of applicants.

Section 5a. Temporary Assignment for Temporary Work or to Replace an Absent Employee

The Company may also assign anyone to perform temporary work or to replace an absent employee without regard to the foregoing provisions of this Article. Whenever the Company assigns an employee to temporarily perform work under the provisions of this Section and requires that the work be performed at a site remote from the employee's normal reporting site, the Company will provide the employee with transportation to and from the remote site on Company time.

Section 5b. Assignment for Bangor Night Shift Coverage

Bangor Night shift coverage shall be addressed in the following manner:

- i. Coverage for Leave Scheduled with Less than one (1) Week’s Notice:**
The call duty workers will be assigned to cover the Bangor Night shift, with rotation between the two call duty workers when the absence is more than one (1) day. In any case in which the leave extends into a second week, section 5biii will be applicable.
- ii. Coverage for Unscheduled Leave of a Week or Less:** The least senior qualified employee will be assigned as overtime from the overtime list.
- iii. Coverage for Longer Scheduled Absences with one (1) Week’s Notice:**
The Company will first solicit for volunteers for temporary shift change assignment, and absent volunteers will temporarily assign the least senior qualified employee from the seniority list to a temporary shift change. The assignment shall be for one (1) week, after which the employee drops to the bottom of the rotating list and the next least senior qualified employee is assigned as a temporary shift change.

Section 5c. Employees Temporarily Assigned to a Higher Classification of Work

Employees who are temporarily assigned (but not promoted) to higher classes of work for periods of four (4) hours or more shall be paid the wage rates for such higher classes of work while so assigned. When four (4) or more employees in the Line or Power System Technical Department are assigned to a job without a rated Lead Worker for periods of four (4) hours or more by a Supervisor, Manager or Department Head, one of the employees shall be designated as the temporary Lead Worker for the period and shall be paid a Lead Worker’s rate of pay. Bargaining Unit employees temporarily assigned to supervise contractors shall receive Lead Worker pay during the time actually spent in performing such temporarily assigned duties. This premium shall not apply to any hours worked in the performance of the employee’s regularly assigned duties that occur during the term of the temporary assignment.

Section 6. Job Security

The Company may determine that the operational need for one or more bargaining unit job classification series is significantly diminishing, and/or that essential functions of a bargaining unit classification should be integrated with another bargaining unit classification series to enhance productivity, value, or efficiency. In such cases, the Company and Union will negotiate the terms of the transition to other work with the objective of successfully transitioning employees into other work wherever possible.

Section 6a. Layoffs When Term Employees are Employed in the Same Department

There shall be no layoffs during the period of time a Term employee is employed in the same department as the layoff. For purposes of this Article, department refers to the departments as listed in this Agreement’s Schedule of Wages.

Section 7. Reduction in Force

If a change or changes in equipment and / or operational procedures or a reduction in force instituted by the Company would, except for the provisions of this Article XIII, cause the termination of employment of any regular employee, the Company shall offer either of the following:

a. Another job within the Company with pay as follows:

i If the employee has less than ten (10) years of service, his new rate of pay will be the regularly established rate for the offered job.

ii If the employee has ten (10) or more years of service his new rate of pay shall be the higher of a percentage of his previous rate computed under the following schedule, or the established rate for the new job;

Years of Service at Time of Transfer	Percentage
25 or More	100%
20 to 24	95%
15 to 19	85%
10 to 14	75%

iii. Rates established by this schedule will be considered red-circled rates and will be held without increase until the rate for the retrogressed job equals the red-circled rate. The job offer when made, shall be in writing and shall give a description of the job, its rate of pay and location. Its receipt shall be acknowledged by the employee, who shall have seven (7) days in which to accept or reject the offer. Unless accepted in writing within seven (7) days of the job offer, the job offer shall be deemed to have been rejected.

iv. If the job offer is accepted and its location requires a change in residence of the employee, the Company will reimburse the employee for the reasonable direct transportation costs of moving household furnishings and personal effects.

v. In making such job offer, the Company will not be bound by the provisions of Section 2 & 2a of Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay).

b. To grant to the employee bumping rights provided in Section 8, or, if eligible, to offer retirement under the Company’s pension plan in effect at the time.

Section 8. Bumping Rights

An employee who has been granted bumping rights in accordance with Section 7b may be entitled to displace employees who have less seniority in his department, in any former department, or in any of the entry level positions listed below:

Line Department

Ground Worker, Apprentice
Equipment Operator, Apprentice

Fleet

Mechanic 2nd Class

Power System Technical Department

Power Technician, Apprentice

Meter Department

Meter Service Worker, Apprentice

Warehouse

Apprentice Stock Clerk
Stock Clerk Helper

Safety Department

Protective Equipment Tester
Apprentice

Customer Service Center
Customer Service Rep. (12 Months)

For the purposes of this section, the process of displacement in this Section 8 shall be called “bumping”.

In no case shall an employee bump into a higher job classification within his current department except by mutual agreement of the Company and the Local Union. A prerequisite to bumping is that the employee must have sufficient training and experience so that he can satisfactorily perform the job or operation into which he intends to bump.

An employee who has been granted the right to bump another must exercise his right to bump or be displaced from employment. An employee must advise the Company in writing of the position(s) into which he wishes to bump within seven (7) days after being advised of his entitlement to bumping rights.

Those who are displaced from their jobs as a result of bumping shall also be entitled to bump those with less seniority in accordance with the prior provisions of Section 8.

The rate of pay for an employee who bumps into a job will be the regularly established rate for the new job.

Section 9. Choice of Layoff or Termination

An employee who has been granted bumping rights and who is displaced from his job may choose between being laid off or being terminated. An employee must notify the Company in writing of his choice on or before his last date of work. In either case, an employee ultimately displaced from employment shall receive an amount equal to the remaining, accrued vacation time to which he was entitled. An employee’s life insurance coverage provided by the employer shall continue for thirty (30) days following displacement from employment. Health insurance coverage provided by the employer

shall continue for at least thirty (30) days following displacement from employment. Thereafter, an employee may elect continued coverage, at his expense, under any COBRA provisions to which he may be entitled.

Section 10. Layoff Provision

An employee who elects layoff status shall be entitled to bid on vacancies and new positions and shall be subject to recall for a period of two (2) years from the date of displacement from employment. Employees shall draw lots at the time of layoff to determine the order of recall among those with the same seniority. An employee who is laid off shall leave his address on a card provided for the purpose by the Company. It shall be the employee's responsibility to keep the Company advised of any change of address.

During the two (2) year period following the date of displacement from employment, an employee shall receive at the address set forth on the address card, notices posted by the Company for vacancies and new positions as set forth in Section 2 of this Article. If a laid off employee wishes to be considered for a vacant or new position, he shall apply in the same manner and shall be given consideration as set forth in Section 2 and 2a of this Article.

If a laid off employee is accepted for a position, he must commence work within two (2) calendar weeks after being advised of his acceptance for a position.

The Company may recall to work laid off employees within the two (2) year period by sending a certified letter to the address on the employee's address card. Employees recalled to work shall report to work at the time specified by the Company, or notify the Company within five (5) calendar days prior to the time directed to report, of their inability to do so. Employees who fail to report as directed or who fail to notify the Company of their inability to report shall be considered as having resigned.

Upon return to work, an employee shall return with the same seniority he held at the time of displacement of employment. Employees shall not accrue seniority during the period of layoff. Medical, life insurance and pension benefits shall be applied to a recalled employee in accordance with the terms of the then current medical, life insurance and pension benefit plans and policies.

Section 11. Termination

If an employee elects to be terminated, rather than laid off, he shall be entitled to receive one (1) week's pay for each year (calculated to nearest year) of service with the Company; provided, that the total number of weeks utilized in said computation shall not exceed that number of weeks remaining between the time of termination and the end of the month in which the employee's sixty-fifth (65th) birthday occurs.

An employee shall not be entitled to termination pay if he is offered a job by the Company within his division at a rate of pay equal to or better than his last regular rate or if he accepts another position within the Company.

The payment of each week's termination pay shall be made in a lump sum.

Section 12. Notice of Technological, Operational, or Other Changes Causing Position Elimination

The Company agrees to give the Union at least ninety (90) days advance notice prior to any changes in equipment and / or operational procedures or reductions in force instituted by the Company, which would, except for the provisions of this Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay), cause the termination of employment of any regular employee. The Company further agrees to give at least thirty (30) days advance notice to each employee whose position is being eliminated as a result of such change or changes in equipment and / or operational procedures or reductions in force.

In the event the employee receiving a thirty (30) day notice decides to leave the Company for other employment prior to the actual date of layoff, the employee shall nevertheless be entitled to the "recall-from-layoff" provisions set forth in Section 10. For the limited purposes of the provisions of this Article, the length of continuous service for such an employee who leaves for other employment prior to the actual layoff shall be computed as if such employee had remained employed to the date of actual layoff.

Section 13. Joint Training Committee Purpose

The Company and Union shall establish a Joint Training Committee whose purpose shall be to make recommendations regarding training programs, skills, accountabilities, and timelines for employees in bargaining unit job classifications. The Committee may discuss any other training related topics, as mutually agreed.

Section 13a. Makeup of Committee

The Committee will be comprised of not more than four (4) representatives appointed by the Company and four (4) representatives appointed by the Union, unless there is mutual agreement to add additional representatives. Committee members may vary dependent on the functional area being discussed.

Section 13b. Timing

Between July 1 and December 31, 2010, the Committee will address Electric-Meter Training issues, and make recommendations by November 1, 2010 on the following:

- Identify skills for which training by the respective classification is necessary
- Identify program/process and timeline for skills training, including on the job training/mentoring
- Identify accountabilities for the training program, and schedule of periodic program assessment by the Company and Union.
- Identify, in addition, training related to current employees' skills expansion necessary to increase participation in overtime assignments.
- Identify any other matters that should be assessed and upon which recommendations to the Company-Union should be made.

Beginning in January 2011, the Committee will meet quarterly, or may meet more frequently by mutual agreement.

Section 13c. Written Recommendations

Written Recommendations will be provided to both the Union and the Company for joint discussion.

ARTICLE XXII TERM POSITIONS

Section 1. Positions Filled by Applicants from Outside the Bargaining Unit

Short Term positions and Project Term positions not filled by a Bargaining Unit employee who bid directly from a Bargaining Unit position shall be subject to the following terms and conditions:

Section 1a. Duration

The duration of a Term Employee's work assignment shall not exceed nine (9) months for a Short Term Employee or thirty-six (36) months for a Project Term Employee unless circumstances otherwise dictate, and then only by consent of the Local Union.

Section 1b. Right to Release

Once an employee has completed the probationary period, the Company may release the employee for timely or early ending of their assignment, or for cause. In cases of timely or early ending of the assignment, Term employees with position duration of nine (9) months or less may be released at any time upon at least two (2) weeks notice. The Company will provide notice to the Local Union of the actual termination date of a term position. For Project Term Employees, the Company, when feasible, will provide two (2) months advance notice of the end of the Term position. During this two month period, the Project Term Employee may bid on posted vacancies. Non-selection into a non-bargaining unit position is not subject to the grievance procedure.

Section 1c. Probationary Period

Term employees shall serve a six (6) month probationary period as defined in Article III. A Term employee who has completed a probationary period and who subsequently is selected to fill a regular position in the same job classification as the Term position will not be required to serve an additional probationary period. However, if bidding into a different job classification, a six (6) month probationary period in the new job classification is required.

Section 1d. Seniority

i. Bargaining unit seniority: Term employees accrue bargaining unit seniority while in their Term position.

ii. Seniority When Bidding into Regular Position: A Term employee who is hired into a regular bargaining unit position shall have a company seniority date of the original date of hire for all wage and benefit purposes.

iii. Seniority over multiple Terms: Bargaining unit seniority date will carry forward over multiple Term assignments if the break in service between each Term employment is not greater than twelve (12) months. (Example: If a term employee works for nine months, then three months later comes back and works for eight months, a total of seventeen (17) months of seniority is accrued)

Section 1e. Hours of Work

The number of days worked in each week shall be assigned locally at the Company's discretion according to resource needs at the time of the assignment. Work hours will be assigned locally to meet operating conditions and requirements, but will fall within the limits of the work hours outlined in the Article V of this Agreement.

Section 1f. Overtime

In Field Operations, Term employees who are backfilling for regular employees who are on extended absence or working in Project Term positions will be included on the regular overtime list. Other Term employees shall be eligible for overtime assignments, after regular, full-time employees in accordance with the equal distribution of overtime provisions in Article VI, Section 1 of this Agreement. Overtime associated with the extension of the normal workday is not subject to the equal distribution of overtime provisions.

Section 1g. Wages

The hourly rate of pay for each Term Employee will conform to the negotiated wage rate for the position / classification into which the Term Employee is being hired as set forth in the Schedule of Wages section of this Agreement.

Section 1h. Benefits

- i. Term employees with position duration of less than one (1) year shall be entitled to all holidays recognized in the Agreement, and to sixteen hours (16) of personal leave, but no other benefits.
- ii. Term employees with position duration of greater than one (1) year shall be entitled to all benefits provided by this Agreement.
- iii. Project Term Employees rehired within two (2) years of release shall be entitled to medical, life insurance, and 401k benefits pursuant to the terms of the then current summary plan descriptions on the same terms as a regular full-time employee who returns following a layoff

Section 1i. Determination of Nine-Month Seasonal Period for Seasonal Terms

The Company may determine the nine (9) month period in a twelve (12)-month period during which operational needs require the hiring of Seasonal Term Employees. Field Operations and Customer Service may use different nine (9) month seasonal periods. Seasonal periods may differ from year to year.

Section 1j. Maximum number of Term employees: The number of Term Employees employed in the bargaining unit shall not exceed fifteen (15) at any one time.

Section 2. Positions Filled by Applicants from Inside the Bargaining Unit

Project Term positions filled by applicants from inside the bargaining unit shall be subject to the following terms and conditions:

Section 2a. Rights to Bid

Regular full time, prime time and part time employees may elect to bid on Term positions within or outside of the bargaining unit, and if selected, shall have a right to return to their former regular position subject to the terms of this Article. Selection for Bargaining Unit Term positions shall be pursuant to Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay), Section 2a unless otherwise specified in this Agreement. During the period the employee is assigned to a Term position, the Company may backfill his or her regular position by posting a Term vacancy.

Section 2b. Wages

The compensation for the Term position will be the higher of the pay rate for the Term position or the employee's former wage rate in the regular position.

Section 2c. Applicability of Terms of Agreement

The employee will continue to be represented by the Local Union and covered by the terms and conditions of this Agreement, including when selected for a position outside of the bargaining unit. The Company and Local Union agree that the selection of a bargaining unit employee for a Term position in a department or classification not listed in Article II (Recognition of Local Union) of this Agreement, or service in such a position, shall not affect the existing scope of recognition defined by that Article.

Section 2d. Impact on Overtime and Operational Needs

The employee will be removed from any overtime list utilized in connection to the employee's regular job, but will be called for overtime when, in the determination of the Company, insufficient regular employees are available to meet operational needs.

Section 2e. Bidding Rights for Posted Vacancies While in a Term Position

While in a Term position, a regular employee may bid on a posted vacancy for a regular position, but shall not be entitled to bid on a Term position while in a Term position. Selection for Bargaining Unit Term vacancies shall be pursuant to Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay) Section 2a.

Section 2f. Seniority

A regular employee in a Term position shall continue to accrue departmental seniority in their regular department.

Section 2g. Right of Return

The Company may release a regular employee from a Term position for any reason. Upon completion of the Term, or if released from the Term position before the completion of the Term, a regular employee will be returned to their regular position at the wage rate then in effect under the terms of the Agreement. In the case of an employee who desires to return to his previous class of work, the Company will determine based on operational need the appropriate time to do so.

Section 2h. Backfilling

When a Regular Employee is selected for a Project Term Position, the Company will backfill the position of a regular employee during the period of time the regular employee occupies a Project Term position whenever possible.

ARTICLE XXIII MILITARY SERVICE

Section 1. Re-employment Rights

Employees providing documentation of military deployment orders are subject to the terms of this section. Any employee who has left, or does leave the employ of the Company, to enter any of the armed forces of the United States of America will retain, for the purpose of this Agreement, the same seniority status that he would have had if he had remained in the employ of the Company during the period of his absence, provided that his military service is terminated by an honorable discharge and that within ninety (90) days thereafter he shall apply in writing to the Company for reemployment. The Company shall assign such employee according to his seniority status provided he is then qualified by fitness and ability to perform the work in his classification, but, if he is mentally and physically unfit to perform the work in his classification, the Company shall endeavor to provide him with employment in any class of work in any department of the Company for which the Company deems him to be mentally, physically and otherwise qualified, and provided also that his total length of service with the Company, including the aforesaid military service, shall be greater than that of the employee to be displaced. The provisions of USERRA and Maine law pertaining to Military Leave shall be incorporated by reference into this Agreement.

Section 2. National Guard/Reservist Duty

Employees who are members of military reserve units will be granted time off following presentation to HR of documentation of military training orders to participate in annual training. Employees will be reimbursed for the difference between their regular weekly compensation and any compensation paid by their Reserve or National Guard Unit for up to two (2) weeks in any calendar year upon presentation of the employee's National Guard/Reservist earnings statements covering the time off. Reservists commitments extending for more than two (2) weeks in any calendar year require Human Resources approval and will be handled on a case-by-case basis.

ARTICLE XXIV
SUSPENSION AND DISCHARGE

Upon the written request of the Local Union made within seven (7) days from the date upon which an employee has been suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Local Union of the reason for the suspension or discharge. The hearing will be conducted by the Department Head or a superior officer of the Company, and if exonerated, the employee will be reinstated without prejudice and compensated for loss of wages. The hearing shall be conducted in accordance with the method of adjusting grievances as provided in Article XXV (Disputes, Grievances, and Arbitrations) herein.

**ARTICLE XXV
DISPUTES, GRIEVANCES, AND ARBITRATION**

Section 1. Definition

For the purposes of this Agreement, a grievance shall be defined as any dispute arising during the term of this Agreement relating to terms and conditions of employment, or to the administration, application, or interpretation of this Agreement and not otherwise excluded by this Agreement from the grievance process.

Section 2. Resolution at Lowest Possible Level

The Company and Local Union commit to resolving disputes at the lowest possible level reasonably possible. This will typically involve the employee and/or the steward talking with the supervisor.

Section 3. Grievance Filing Timeline

To be considered by the Company, a written grievance must be filed with the Labor Relations Officer within sixty (60) calendar days following the occurrence giving rise to the dispute, or within sixty (60) calendar days of the date the Union knew or should have known of the occurrence giving rise to the dispute.

Section 4. Required Content of Filed Grievance

A grievance must be written and contain the following:

- Name of grievant(s); it is understood that the Union may file on behalf of the bargaining unit, or on behalf of a specific group of bargaining unit members.
- The date of the action or inaction that gave rise to the grievance
- Article(s) of the Agreement alleged to be violated
- A statement of what happened or did not happen as far as is known to the grievant and to the Union such that the Company can reasonably understand the basis for the grievance
- A provisional statement of the remedy requested
- Date submitted to Labor Relations
- Signature of Union Steward

Section 5. Grievance Meeting

At the time of or following the filing of a written grievance to Labor Relations, upon request of either party, a meeting shall be held between the Company Labor Relations Officer and Union Business Manager, or their designees, to present the facts and discuss resolution. Each side may bring other appropriate people to the meeting. No employee representative of the Union will lose pay because of any meeting with a management representative attended by such employee.

Section 6. Company Response to Grievance

The Company shall respond in writing to the written grievance within thirty (30) calendar days of the date the grievance was received by the Labor Relations Officer. Failure by the

Company to respond in writing within thirty (30) calendar days of receipt of the grievance by the Labor Relations Officer will be deemed to be an admission of the validity of said grievance.

Section 7. Post Grievance Denial Resolution

The Company and Union are committed to resolving grievances without invoking arbitration where possible. To ensure the opportunity to actively engage in grievance resolution between the Company and Union, in the event the grievance is denied, the Company and Union shall have up to one hundred eighty (180) calendar days from the date the grievance was received by the Labor Relations Officer to attempt to resolve the grievance.

Section 8. Request for Arbitration

The Union may request arbitration by written demand to the Company at any time following the date of the Company's written grievance response through the 180th calendar day from the date the grievance was received by the Labor Relations Officer.

Section 9. Selection of Arbitrator

If the Union invokes arbitration, within fourteen (14) calendar days of delivery to the Company of a request for arbitration, the parties shall confer and attempt to select an arbitrator by mutual agreement. If the parties are unable to jointly select an arbitrator when this option is chosen, then either party may submit a written demand for arbitration to the Labor Tribunal of the American Arbitration Association (AAA), after which an arbitrator shall be selected in accordance with the labor arbitration procedures of the AAA then in effect, unless the parties agree on a different method of selection. The parties may, at any time before or after AAA appoints an arbitrator, jointly select an arbitrator.

The Union may elect to file for arbitration with AAA without waiting for the fourteen (14) day period, but if it does so it shall bear the full cost of the original filing fee.

Section 10. Arbitrator's Scope

The arbitrator shall proceed promptly to conduct such hearings or other proceedings as may be necessary to resolve the dispute. The arbitrator shall interpret and apply this Agreement as necessary to resolve the dispute, and may award an appropriate remedy, but may not change, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be issued in writing and signed by the arbitrator, and such decision shall be final and binding on the Company, the Local Union, and bargaining unit members subject only to rights of appeal as allowed by law.

Section 11. Arbitration Costs

The cost of arbitration and of the arbitrators shall be shared equally by the Company and Local Union. In the event the parties jointly select an arbitrator after AAA has appointed an arbitrator of this Article, any cancellation costs shall be shared equally by the Company and Local Union.

Section 12. Timeline Extensions

The parties may extend any time period in this Article by mutual agreement in writing.

Section 13. Other Discussions

The Company's Labor Relations Officer, or designee, and the Business Manager of the Local Union, or designee, shall meet from time to time at the request of either party to discuss any problems within the scope of this Agreement. All meetings between any Company representative and the Business Manager shall be held at a Company Office, unless mutually agreed otherwise, convenient as to time and location to both parties but in any event within ten (10) business days of the time upon which such request is made, or later by mutual agreement. The party requesting the meeting shall submit its request to the other party by a written memorandum of each problem to be discussed. Both the Company and Local Union may designate other representatives to be present at such meetings.

ARTICLE XXVI MANAGEMENT

Section 1. Management Rights to Hire, Assign and Direct Working Forces

The Local Union agrees, for itself and its members, not to hinder or interfere with the management of the Company in its several departments, including the Company's right to hire, to assign work and to direct the working forces. The Company will give notice to the Local Union of Company intent when any regular work is to be discontinued and the reason for the discontinuance.

Section 2. Management Rights to Suspend or Discharge, or Furlough

The Local Union also agrees, for itself and its members, not to hinder or interfere with the management of the Company in its several departments, including the Company's rights to suspend or discharge for proper cause, to transfer employees to work for which they are better suited and to furlough employees because of lack of work or for other good and sufficient cause.

Section 3. No Discrimination

Insofar as both Section 1 and 2 are concerned, the Company agrees that it will not discriminate against any member of the Local Union because of union membership or the exercise of rights protected under the National Labor Relations Act, and insofar as Section 2 is concerned the Company agrees that no exercise of its rights contained in Section 2 shall conflict with any other provision of this Agreement and any dispute that might arise because of the application of the above Section 2 shall be subject to Article XXV (Disputes, Grievances, and Arbitrations) of this Agreement.

Section 4. Use of Alcohol and Scheduled Drugs

As a condition of employment with the Company, no employee shall:

1. Consume any alcoholic beverage or be under the influence of an intoxicating liquor or other alcoholic beverage during the work day, including meal times, or while on Company business.
2. Be in possession of any alcoholic beverage (on which the seal of the container has been broken) during the working day or while on Company business.
3. Use, or be under the influence of, any drug scheduled under the laws of the State of Maine, or be in possession of any drug scheduled under the laws of the State of Maine (on which the seal of the container has been broken), during the work day or while on Company business, except where the same has been prescribed by a physician and does not prevent the employee from performing the full scope of employee's duties. The fact of the use of a scheduled drug, pursuant to a physician's prescription and direction, should be promptly reported to the employee's immediate supervisor.

ARTICLE XXVII
ACCIDENTAL INJURIES

The Company agrees to pay an employee entitled to the benefits of this contract who is totally incapacitated for work under such circumstances as entitle the employee to the benefits provided in "The Maine Workers' Compensation Act" as amended, the difference between the payments therein provided for such incapacity and the employee's base weekly wage or salary, for a total number of weeks equal to the number of years such employee has been in the continuous services of the Company dating from the employee's latest employment. In no case, however, shall the number of weeks be less than seven (7). In all cases where payments made to the employee for such incapacity under "The Workers' Compensation Act" are discontinued in accordance with the Act, all obligations of the Company arising under this Section of this Agreement shall thereupon cease unless the discontinued benefits are reinstated by the Maine Workers' Compensation Board, the Law Court or agreement of the parties.

ARTICLE XXVIII SAFETY

Section 1. Reasonable Regulations

The Company will continue to make reasonable regulations for safety and health of its employees during their hours of employment. Representatives of the Company and the Local Union shall meet from time to time at the request of either party to discuss such regulations. Before any new regulation is established, the Company shall send a copy of the contemplated regulation to the Business Manager of the Local Union representing the employees involved. The Company will suspend the enforcement of the contemplated regulation pending a conference with representatives of the Local Union to discuss the reasonableness of the new regulation if such a conference is requested by the Business Manager. The Local Union agrees that its members employed by the Company shall comply with the regulations made by the Company and the Local Union also agrees that its members will use the protective devices, wearing apparel and other equipment to be provided in accordance with the present practice of the Company for the protection of employees from injury.

Section 2. Employee Working Alone Safeguard

It is understood that it is the Company's policy that any employee, working alone, shall request assistance if, in his judgment, the work is beyond his ability to do safely and adequately alone.

Section 3. Personal Protective Equipment Allowance

Effective 1/1/11, Field Operations bargaining unit employees will be entitled to \$200 annually, payable by the first pay period in February of each year for personal protective equipment not otherwise directly provided, such as boots and undergarments.

**ARTICLE XXIX
UNSUITABLE WEATHER CONDITIONS**

Section 1. Work During Periods of Inclement Weather

Except during System Emergencies, employees of the Line and Power System Technical Departments generally will not be required to work outdoors during inclement weather. For purposes of this Article, inclement weather shall be defined as excessive snow or rain conditions, or at actual or wind chill temperatures of zero degrees Fahrenheit or below. Wind chill shall be defined as follows: when the temperature is between zero degrees Fahrenheit and + 15 degrees Fahrenheit with sustained wind speeds of 20 miles per hour or greater, the wind speed shall be factored in to determine the “wind chill” temperature. It is to be expected that reasonable work activities may be assigned and performed during periods of inclement weather less severe than mentioned above.

The supervisor, or designee, will determine whether or not weather conditions are such that the employee(s) will be sent into the field. In the absence or unavailability of the supervisor, the Lead Worker shall make the determination as to whether or not outside work shall be performed. For other classifications affected by exposure to the elements, supervisors will attempt, whenever possible, to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather.

Determinations are to be made at each reporting location for employees working from that location based on the National Weather Service (forecast.weather.gov) wind speed for the zip code of the reporting location. The National Weather Service Wind Chill Chart will be referenced to determine the net temperature in degrees Fahrenheit.

**ARTICLE XXX
RETROGRESSION OF PARTIALLY
INCAPACITATED EMPLOYEES**

Section 1. Retrogression

If a regular full-time employee becomes partially incapacitated by other than the reasons listed in Section 2 below and thus is unable to perform fully the essential duties of his classification the Company shall endeavor to give him other work by placing him in the highest classification in which he is able to perform the work assigned and in which there is an available opening.

The employee shall be given a reasonable opportunity for training to fill an available job in the bargaining unit which carries a rate of pay more equal to his original rate, and if he becomes qualified for such available job he shall be placed in that classification.

Section 1a. Duration of Assignment

An assignment made under this Article shall continue until the employee's normal retirement date, provided that he remains qualified to perform the duties required of his reassigned job classification and provided such job is not eliminated by the Company. During the period of assignment made under this Article, employees shall be paid at the maximum rate for the classification to which they are assigned, except that employees who have completed ten (10) or more years of continuous service at the time of assignment shall be paid not less than the percentage of their former rates indicated below, such percentage to remain the same for the balance of each employee's active employment.

Section 1b. Wage Rates

A retrogressed employee's wage rate will increase with increases applicable to the job classification into which the employee is retrogressed. Subject to the restrictions imposed by this Article relating to the availability of a job opening and the ability of the employee to perform the job, an employee suffering an occupational disability resulting from injury or sickness contracted in the course of employment, shall have the option of a rate determined in accordance with the following table or such compensation as may be determined by the operation of the applicable workers' compensation law.

Years of Service at Time of Assignment Percentage	
25 or More	100%
20 to 24	95%
15 to 19	85%
10 to 14	75%

Section 1c. Examinations

The Company may require an employee to have an examination by a Company appointed physician at any time to determine the nature and level of the employee's incapacity for the purpose of this Article. The Company shall bear the cost of this examination. Should

the finding of the employee's physician be in conflict with the finding of the Company appointed physician, then the parties shall mutually select a third impartial physician, whose cost will be equally divided amongst the parties, whose finding shall be final and binding and not subject to grievance.

Section 2. Excluded Incapacity

The provisions of this article shall not be available to employees whose disability:

- (a) arose during the course of or as a result of employment by an employer, other than the Company, who is subject to the Workers' Compensation Act, or
- (b) arose during the course of or as a result of the employee's activity as an independent contractor, or
- (c) was deliberately caused by or deliberately contributed to by, the voluntary act of the employee

Section 3. Notice

It is understood and agreed that the Company shall notify the Union in writing when an employee becomes eligible for work assignments which may be made under the terms and conditions of this Article.

ARTICLE XXXI MEALS AND LODGING

Section 1. Assignments requiring overnight stay

Whenever an employee is assigned to a job requiring an overnight stay, the Company will provide the employee with meals and lodging on the basis of, and subject to, the limitations set forth in this Section.

Section 1a. Transport

The employee shall be transported to the job site on Company time at the beginning of his stay and will be transported back to his division headquarters on Company time at the end of his stay.

Section 2. Overnight Stay Meal Per Diem

The Company will provide the employee with a daily per diem of \$44, which will be paid in the same payroll period as the overnight stay occurred. It is understood that this per diem rate is to cover the expenses incurred for any meals during the stay, and include the tax and normal gratuity on the actual cost of such meals.

Section 3. Lodging

When the Company designates a job as requiring an overnight stay, the Company will also provide lodging. Where operational needs allow, and where sufficient rooms at reasonable rates are available, the Company shall endeavor to provide lodging on a single occupancy basis. The inability to procure sufficient rooms for single occupancy for all affected employees shall not be subject to requests for additional compensation.

While division employees (other than traveling crews) are not normally required to stay overnight, they may be required to do so, to work on emergency problems, when traveling crews are engaged in other than routine work and are not available to perform such emergency work.

Section 4. Unplanned Overtime

When an employee who has gone home after his regular duty is called upon to return for emergency work during the regular work week, or is called to report for emergency work on a Saturday, Sunday, Holiday or other days off, the Company will provide the employee with meals unless the employee is returned to his normal reporting site at or before the regular meal time set forth in Section 11 of this Article XXXI (Meals and Lodging), excepting for purposes of this Section only, the regular meal time for breakfast shall be 6:30 a.m.

Section 5. Planned Overtime and Extension of Normal Days

Where work is performed on an overtime basis before breakfast on any normal scheduled work day, or on Saturdays, Sundays, Holidays or other days off, the Company will

provide the employee with breakfast, (in accordance with the entitlement set forth in Section 1) unless the employee is returned to his division headquarters at or before one and one half (1 ½) hours of his regular reporting time. Where overtime starts at the employee's regular reporting time, the employee will provide his own breakfast.

Section 6. Reimbursement

The providing of a meal shall mean payroll reimbursement to the employee of the meal rate of the respective meal(s) to which he is entitled, plus normal gratuity, State sales tax, and applicable State and Federal withholding taxes.

Section 7. Meal Rates

Meal rate payments for meals during planned or unplanned overtime shall be as follows:

Breakfast	\$10.00
Dinner	\$10.00
Supper	\$20.00

Section 8. Work on Normal Day Off

Where work is performed on the employee's normal day off, the Company will provide the employee with his dinner unless the job is completed and he is returned to his headquarters at or before normal meal time. The Company may, however, under unusual circumstances, request the employee to provide his own dinner and in that event, the employee will be reimbursed in the amount of the established Dinner rate.

Section 9. Meter Service Worker Without Vehicle

When a Meter Service Worker, who does not use a vehicle in his job cannot return to his division headquarters for dinner, the Company will either provide the employee with a dinner or will reimburse the employee in the amount of the established Dinner rate.

Section 10. Employee Not Returned to Division

If an employee is not returned to his division headquarters within one and one-half hours of normal quitting time, the Company will provide the employee with supper in accordance with the entitlement set forth in Section 1.

Section 11. Meal Times

The normal meal times shall be as follows:

		(Day Workers)	(Bangor Night Line Workers)
Breakfast	-	Starts at 5:30 a.m.	Starts at 12:30 p.m.
Dinner	-	Starts at 11:30 a.m.	Starts at 6:30 p.m.
Supper	-	Starts at 5:00 p.m.	Starts at 12:00 a.m.

During extended emergencies when regular meal times cannot be adhered to, whenever possible, one meal will be provided at least every five (5) hours.

Meals in general are not to be eaten on Company time. However, in special situations where the Company does not allow a set time of at least one-half (1/2) hour for meals, or requests that the employee secure a meal as quickly as possible, there will be no break in time.

Section 12. Customer Service

During extended outages or other extraordinary circumstances when it becomes necessary to call-in off-duty Customer Service Representatives to perform work outside their regularly scheduled work period, the Company shall provide meals/food in the Customer Service Center.

**ARTICLE XXXII
TOOLS AND EQUIPMENT**

Section 1. Company Provided Tools and Equipment

The Company shall furnish all tools and equipment which the Company requires an employee (except as provided below) to use in the performance of his duties. All such tools and equipment shall be and remain the property of the Company and employees are responsible for their safe keeping.

When renewals or replacements are requested, the old tools or equipment must be turned in or the loss satisfactorily explained.

All such tools and equipment shall be left on the property of the Company when not in use on Company business.

Section 2. Tool Allowance

It is herein provided that the Company does not agree to supply tools to Garage Mechanics except on a replacement basis for tools broken on Company business or where the loss of said tools on Company business is satisfactorily explained, except that effective 1/1/11, employees in the Mechanic and the Welder/Blacksmith classifications will be entitled to \$200 annually payable by the first pay period in February of each year for purchase of new tools.

ARTICLE XXXIII
SEPARABILITY PROVISION

In the event that any provision of this Agreement shall conflict with any Federal or State law or regulation now or hereafter enacted or issued, such provision shall not remain operative or binding upon the parties hereto but the remaining portions of the Agreement shall remain in full force and effect.

**ARTICLE XXXIV
TERMINATIONS OR AMENDMENTS**

Section 1. Term of Agreement

The term of this Agreement shall commence as of the first day of July 2010 and shall continue until June 30, 2015 at the expiration whereof the term shall automatically continue for a period of one (1) year and so on for like one-year periods unless terminated in accordance with the provision of any of the following articles:

Article A By order of any lawfully constituted authority of the State of Maine or United States Government, whichever has jurisdiction;

Article B Forthwith in the event that the Local Union is consolidated with one or more organizations of labor;

Article C On the last day of June, 2015 or on the last day of June any year thereafter by a written notice from either party to the other at least sixty (60) days prior to such date of termination.

Section 2. Amendments

Amendments mutually agreed upon shall become effective on the first day of July following the submission of such amendments unless the parties hereto agree to a different effective date, provided neither party terminates this Agreement in the manner herein set forth. In the event that the parties fail to agree upon a disposition of all amendments proposed as aforesaid before the first day of July 2015 (or the first day of July of any year thereafter), those not agreed upon shall be disposed of in the manner providing for the settlement of disputes under Article XXV (Disputes, Grievances, and Arbitrations) herein, provided however, that this shall not be construed to prevent the absolute termination of this Agreement on the last of June 2015 or the last day of June in any year thereafter as provided in Article C of Section 1.

ARTICLE XXXV
NOTICES AND REQUESTS

Except where specifically provided otherwise herein, or as otherwise required by law, all notices and requests shall be sent via U.S. mail or by email by the Company to: Ms. Cynthia Phinney, Business Manager, IBEW Local 1837, 16 Old Winthrop Road, Manchester, Maine 04351, or by the Local Union to Ms. Lori Calderone, Labor Relations Officer, Bangor Hydro Electric Company, 970 Illinois Avenue, P.O. Box 932, Bangor, Maine 04402-0932 provided, however, that either party hereto shall give notice of different address at least five (5) days before any such notice of request is mailed.

ARTICLE XXXVI
NO STRIKES OR LOCKOUTS

During the term of this Agreement, or any extension thereof, the Company agrees that there shall be no lockout and the Union agrees that there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this Agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union and/or subject to the terms and conditions of this Agreement who, without the authority or sanction of the Local Union voluntarily absents himself from work because of any dispute or demand may be denied further employment or suspended. Such disputes shall be settled in the manner provided in Article XXV (Disputes, Grievances, and Arbitrations) herein.

**ARTICLE XXXVII
BINDING AGREEMENT**

This Agreement shall be binding upon the parties and their respective successors and assigns.

NOW THEREFORE, it is mutually agreed and understood that the July 1, 2010 to June 30, 2015 Agreement between the Company and the Union shall be as provided herein,

IN TESTIMONY WHEREOF, the parties have hereunto executed this Agreement the day and year above first written.

For the
BANGOR HYDRO ELECTRIC COMPANY

By: _____
Gerard R. Chasse
President & Chief Operating Officer

By: _____
Peter E. Dawes
Vice President, Finance & Treasurer

For the
EMPLOYEES OF BANGOR HYDRO ELECTRIC COMPANY AND
LOCAL 1837 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: _____
Cynthia Phinney
Business Manager

By: _____
Stephen Smith
Chief Steward

APPENDIX A
SCHEDULE OF WAGES
Effective Through June 30, 2015

Section 1. Schedule of Wages

Classification	Rate Per Hour				
	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
LINE DEPARTMENT					
Lead Line Worker	\$29.40	\$30.28	\$31.19	\$32.13	\$33.17
Line Worker, 1st Class	\$27.27	\$28.09	\$28.93	\$29.80	\$30.77
Night Line Worker, Bangor Division	\$28.39	\$29.24	\$30.12	\$31.02	\$32.03
Line Worker, 2nd Class (+)	\$25.68	\$26.45	\$27.24	\$28.06	\$28.97
Line Worker, 2nd Class	\$24.11	\$24.84	\$25.59	\$26.36	\$27.22
Line Worker, Apprentice (+)	\$23.12	\$23.82	\$24.53	\$25.27	\$26.09
Line Worker Apprentice	\$22.21	\$22.87	\$23.56	\$24.27	\$25.06
Ground Worker	\$20.92	\$21.55	\$22.20	\$22.87	\$23.61
Ground Worker, Apprentice (6 Mo.)	\$14.94	\$15.38	\$15.84	\$16.32	\$16.85
Equipment Operator, 1st Class	\$25.00	\$25.75	\$26.52	\$27.32	\$28.21
Equipment Operator, 2nd Class	\$22.92	\$23.61	\$24.32	\$25.05	\$25.86
Equipment Operator, Apprentice	\$21.22	\$21.85	\$22.51	\$23.19	\$23.94
Equipment Operator, Apprentice (6 Mo.)	\$18.70	\$19.27	\$19.85	\$20.45	\$21.11

*When performing work with hot stick equipment on energized conductors operating at voltages at or above 115 kilovolts (KV), the rate of pay shall be increased by \$1.00 per hour. This increased rate of pay shall apply to all hours worked during the day on which the employee is **assigned** to such work.

DIVISION METER DEPARTMENT	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Meter Service Worker	\$24.30	\$25.03	\$25.78	\$26.55	\$27.41
Meter Service Worker Apprentice (6 Mo.)	\$20.64	\$21.26	\$21.90	\$22.56	\$23.29
Meter reader Utility Worker (Term)	\$22.16	\$22.82	\$23.50	\$24.21	\$25.00
Meter Reader (Term)	\$18.40	\$18.95	\$19.52	\$20.11	\$20.76

POWER SYSTEM TECHNICAL DEPARTMENT (Effective 1/1/11)	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Power Technician Lead Worker	\$29.40	\$30.28	\$31.19	\$32.13	\$33.17
Power Technician A+*	\$28.38	\$29.23	\$30.11	\$31.01	\$32.02
Power Technician 1 st Class +	\$28.13	\$28.97	\$29.84	\$30.74	\$31.74
Power Technician, 1 st Class	\$27.27	\$28.09	\$28.93	\$29.80	\$30.77
Power Technician, 2 nd Class +	\$26.44	\$27.23	\$28.05	\$28.89	\$29.83
Power Technician, 2 nd Class	\$25.68	\$26.45	\$27.24	\$28.06	\$28.97
Power Technician, 3 rd Class +	\$24.11	\$24.83	\$25.57	\$26.34	\$27.20
Power Technician, 3 rd Class	\$23.12	\$23.81	\$24.52	\$25.26	\$26.08
Power Technician, Apprentice	\$22.21	\$22.88	\$23.57	\$24.28	\$25.07
Power Technician, Apprentice (6 Mo.)	\$18.46	\$19.01	\$19.58	\$20.17	\$20.83
Electrician, Apprentice (6 Mo.)	\$18.46	\$19.01	\$19.58	\$20.17	\$20.83
Electro-Mechanical Worker, 1st Class (+)	\$28.75	\$29.61	\$30.50	\$31.42	\$32.44
Electro-Mechanical Worker, 1st Class	\$26.88	\$27.69	\$28.52	\$29.38	\$30.33
Electro-Mechanical Worker, 2nd Class (+)	\$26.23	\$27.02	\$27.83	\$28.66	\$29.59
Electro-Mechanical Worker, 2nd Class	\$25.89	\$26.67	\$27.47	\$28.29	\$29.21
Electro-Mechanical Worker, 3rd Class	\$24.76	\$25.50	\$26.27	\$27.06	\$27.94
Boiler Operator	\$24.69	\$25.43	\$26.19	\$26.98	\$27.86
Janitor	\$19.00	\$19.57	\$20.16	\$20.76	\$21.43

* Applicant's qualifications for advancement to this position shall be determined by achieving the equivalent rating of 1st Class in the Meter Tech & Power Tech series.

ELECTRICAL DEPARTMENT	1/1/10
Lead Electrical Worker	\$28.54
Electrical Technician A**	\$27.31
Electrical Technician***	\$26.48
Electrician, 1 st Class (+)	\$27.31
Electrician, 1 st Class	\$26.48
Electrician, 2 nd Class (+)	\$24.93
Electrician, 2 nd Class	\$23.41
Electrician, Apprentice (+)	\$22.45
Electrician, Apprentice	\$21.56
Electrician, Apprentice (6 Mo.)	\$17.92
Electro-Mechanical Worker, 1 st Class (+)	\$27.91
Electro-Mechanical Worker, 1 st Class	\$26.10
Electro-Mechanical Worker, 2 nd Class (+)	\$25.47
Electro-Mechanical Worker, 2 nd Class	\$25.14
Electro-Mechanical Worker, 3 rd Class	\$24.04
Boiler Operator	\$23.97
Janitor	\$18.45

The Electrician job classification series will be replaced by the Power Technician classification series effective 1/1/11.

METER TECHNICAL DEPARTMENT	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
Meter Technician +	\$26.83	\$27.63	\$28.46	\$29.31	\$30.26
Meter Tester & Installer 1st Class +	\$26.06	\$26.84	\$27.65	\$28.48	\$29.41
Meter Tester & Installer 2nd Class +	\$24.30	\$25.03	\$25.78	\$26.55	\$27.41
Meter Tester & Installer 3rd Class +	\$21.57	\$22.22	\$22.89	\$23.58	\$24.35
Meter Shop Tester	\$22.37	\$23.04	\$23.73	\$24.44	\$25.23

+ These jobs are considered in a line of progression in this department subject to the employee being qualified for advancement as determined by progression testing for such advancement.

***The Meter Technical Department shall continue as a department for purposes of determining departmental seniority and contractual rights for employees in the Meter Technician classification as long as there are employees in that classification. Effective with the date that there are no employees remaining in a Meter Technical Department classification, the Meter Technical Department shall cease to exist.

FLEET	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Lead Working Mechanic	\$27.32	\$28.14	\$28.98	\$29.85	\$30.82
Mechanic, 1st Class (Nights)	\$26.30	\$27.09	\$27.90	\$28.74	\$29.67
Mechanic, 1st Class (Day)	\$25.20	\$25.96	\$26.74	\$27.54	\$28.44
Mechanic, 2nd Class (Nights)	\$24.68	\$25.42	\$26.18	\$26.97	\$27.85
Mechanic, 2nd Class (Day)	\$23.58	\$24.29	\$25.02	\$25.77	\$26.61
Welder & Blacksmith	\$25.20	\$25.96	\$26.74	\$27.54	\$28.44
Night Service Worker	\$18.95	\$19.52	\$20.11	\$20.71	\$21.38
Fleet Maintenance Utility Worker	\$16.94	\$17.45	\$17.97	\$18.51	\$19.11
Fleet Maintenance Utility Worker (6 Mo.)	\$14.94	\$15.39	\$15.85	\$16.33	\$16.86

SAFETY	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Protective Equipment Tester, 1st Class	\$26.06	\$26.84	\$27.65	\$28.48	\$29.41
Protective Equipment Tester, 2nd Class	\$23.50	\$24.21	\$24.94	\$25.69	\$26.52
Protective Equipment Tester, Apprentice	\$14.94	\$15.39	\$15.85	\$16.33	\$16.86

WAREHOUSE	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Stock Clerk	\$22.72	\$23.40	\$24.10	\$24.82	\$25.63
Stock Clerk/Meter Reader****	\$22.72	\$23.40	\$24.10	\$24.82	\$25.63
Apprentice Stock Clerk	\$19.67	\$20.26	\$20.87	\$21.50	\$22.20
Apprentice Stock Clerk (6 Mo.)	\$17.36	\$17.88	\$18.42	\$18.97	\$19.59
Stock Clerk Helper	\$16.05	\$16.53	\$17.03	\$17.54	\$18.11

**** This position is considered in the line of progression of the Warehouse for the purposes of filling any vacancy pursuant to the provisions of Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay), Section 2a and for exercising bumping rights pursuant to Article XXI (Promotions, Demotions, Furloughs, and Employee Security and Termination Pay) Section 8.

CUSTOMER SERVICE CENTER

(Base Component)	1/3/11	1/2/12	12/31/12	12/30/13	12/29/14
Customer Service Rep. (Entry Level)	\$12.74	\$13.12	\$13.51	\$13.92	\$14.37
Customer Service Rep. (6 Mo.)	\$14.14	\$14.56	\$15.00	\$15.45	\$15.95
Customer Service Rep. - Level 1	\$15.55	\$16.02	\$16.50	\$17.00	\$17.55
Customer Service Rep. - Level 2	\$16.96	\$17.47	\$17.99	\$18.53	\$19.13
Customer Service Rep. - Level 3	\$19.11	\$19.68	\$20.27	\$20.88	\$21.56
(Performance Component)					
Customer Service Rep. - Level 4	Up to	Up to	Up to	Up to	Up to
Customer Service Rep. - Level 5 Qualified	\$22.72	\$23.40	\$24.10	\$24.82	\$25.63
Customer Service Lead Worker	\$24.52	\$25.26	\$26.02	\$26.80	\$27.67

* Red-circled employees receive at least one-half (1/2) of the general increase to base for the calendar year in which the employee is red-circled.

Premium Pay for Trainers: When preparing for and/or while conducting training sessions, CSC Trainers shall receive, in addition to their base hourly rate of pay, a premium payment of \$2.00 per hour.

CSR Shift Differential: \$1.00 per hour for all hours worked outside the hours of 7:00 am to 6:00 pm Monday through Friday.

Section 2. Bargaining Unit Incentive Scorecard Annual Joint Scorecard Discussions

Effective August 2010, the Company and Union will meet on an annual basis to make joint recommendations regarding the appropriate metrics to be used in the coming year's Bargaining

Unit incentive scorecards and will identify metrics for Safety that improve Safety performance, as well as other areas, which maximize Scorecard value both to the Company and to employees.

Section 2a. Bargaining Unit Scorecard Payout

The Scorecard payout for bargaining unit employees will be as a flat equal dollar amount per person across the Bargaining Unit, contingent upon Company performance. Eligibility for Incentive Scorecard payout is based on current Incentive Scorecard payout eligibility requirements.

APPENDIX B
JOINT AGREEMENT ON THE INTEGRATION OF ELECTRIC AND METER
TECHNICAL DEPARTMENTS

1. Effective 7/1/10, the Electrical Department will be renamed the Power System Technical Department.
2. The job classifications in the Meter Technical Department will continue to exist as long as there is at least one employee in the Meter Technical classification. However, Meter Technician positions will not be filled when vacated by the employees assigned to the Meter Technician classification as of June 30, 2010.
3. Effective 7/1/10, Meter Technicians will be trained to support and will support Electrical services functions. Any Power System Technical Department employee may be assigned to work together with other Power System Technical Department employee and any Meter Technician Department employee.
4. Effective 7/1/10, a single call list comprised of bargaining unit employees of the Power System Technical Department (the former Electrical Department) and the Meter Technical Department will be placed on a single call list.
5. Any Meter Technician who does not have a CDL class B license shall obtain a CDL Class B Learner's permit within six (6) months of the date of this Agreement and obtain the CDL license, with Hazardous/Tanker endorsements within twelve (12) months of the date of this Agreement.
6. Any Electrician in the Electrician classification series who does not have Hazardous/Tanker endorsements shall obtain those endorsements within twelve (12) months of the date of this Agreement.
7. All employees in the Electrician classification will be placed in the Power Technician classification effective 1/1/11 and will remain on the single call list with Meter Technicians.
8. Employees in the Electrical classification and employees in Power Technicians may be assigned to perform Meter Technical work, but no Meter Technician shall be laid off while other employees are assigned to Meter Technician work.
9. Effective 1/1/11 or whenever there is a vacancy announcement poster for the Power Technician position, whichever is earlier, Meter Technicians may elect to be classified as a Power Technician upon notice to the Company. The Company shall provide training to any Meter Technician electing to transfer into a Power Technician position.
 - a. The Meter Technician's election to transfer shall be in writing to his supervisor. The Company shall inform the Local Union of the name of the employee and date of election, and that date shall become the employee's departmental seniority date.
 - b. A Meter Technician who elects to transfer into the Power Technician classification is expected to progress in the classification and to perform the essential functions of the Power Technician position.
 - c. Whenever a Meter Technician elects to transfer into the Power Technician position, there shall be no reduction in pay.

APPENDIX C
AGREEMENT ON JOINT COMMITTEE ON ALTERNATIVE WORK
ARRANGEMENTS

1. Purpose: The Company and Local Union agree to establish a Joint Committee on Alternative Work Arrangements (AWA) whose purpose shall be
 - a. To explore and evaluate options for AWAs throughout the bargaining unit;
 - b. To establish criteria for assessing/establishing AWAs
 - c. To create standards by which employees may request an AWA to be granted or denied, and maintained or terminated under those standards.
2. The Joint Committee over its term will:
 - a. Establish a process for implementing and terminating AWAs within the following general standards:
 - i. Department/division operational/Safety/Compliance needs as determined by Bangor Hydro (including responsibilities to other parts of the Company) must be met.
 - ii. Alternatives must not create overtime and must not adversely impact securing employees to respond to overtime events
 - iii. All forms of AWA may not be available to all employees, or at all, based on operational/safety needs.
 - iv. Operational needs/safety/compliance will drive the forms of AWA, if any, available to the departments, but all employees within the department/division should have access to the forms applicable if any employee has access to the forms applicable.
3. The Joint Committee will explore other utilities' application of AWAs and the benefit/risk of AWAs.
4. The Company will make available any information needed on operational needs/drivers but Company is solely responsible for operational decisions.
5. The Committee will develop timeline for the work and for reporting to the Local Union and the Company, and make joint recommendations to the Local Union and the Company in advance of expiration of the contract. Nothing precludes the Company with the agreement of the Local Union from implementing AWAs if it determines that there are AWAs that are operational feasibility. Nothing implemented will be in conflict with the terms of this Agreement unless agree to by the Company and the Local Union.
6. The Company and Union will determine and identify whether any AWA is applicable to any part of the BU and if so, determine how to run and assess a pilot.

Gerard R. Chasse _____ Date
Bangor Hydro Electric Company
President and Chief Operating Officer

Cynthia Phinney _____ Date
IBEW Local 1837
Business Manager

Memorandum of Understanding between Bangor Hydro Electric Company and IBEW Local 1837 Regarding Overtime Expectations and Call Duty Structure.

To help ensure fair distribution of overtime, including unplanned call outs to assist Weekly Call Duty workers, Bangor Hydro Electric Company and IBEW Local 1837 agree to the following:

1. **Unplanned Overtime Expectation:** The Company will establish performance standards governing overtime response expectations for Field Operations employees.
2. **Weekly Call Duty:** To reduce the number of unplanned call outs made to employees on the overtime call out list, the Company agrees to utilize Call Duty Workers as first responders for unplanned overtime call outs. Employees ranked below the 1st Class classification will participate in Weekly Call duty effective on the Monday following ratification. The Safety Manual governs call out situations and conditions under which the worker can safely work alone. The Company will provide additional training on Safety and the situations in which one can work alone.
3. **Weekly Call Duty: Power System Technical Department:** Newly hired Power Technicians are required to take Weekly Call when the employee has achieved the 1st class ranking. Effective 1/1/11, PSTD employees who are qualified may elect to take weekly call. The schedule will be filled by volunteers. The voluntary call duty goal for 2011 will be 90% coverage and measured quarterly. If the 90% goal is attained through December 2011, call duty will remain voluntary for the following calendar year. In following years, as long as the 90% goal is attained, call duty will remain voluntary.

Failure to Attain 90%: If in any year the 90% goal is not attained, then beginning January 1 of the following year and continuing into subsequent years, the Company will assign the least senior qualified employee from the seniority list, on a rotating basis.

Swapping: Employees who volunteer or who are assigned PSTD Weekly Call Duty may swap full week shifts, with notice to the supervisor by the Thursday before the start of Friday call week.

Frequent Call Duty: Employees who volunteer for Weekly Call Duty are not eligible for Frequent Call Duty pay (Article VI Overtime).

4. **Responding to Call Outs for Assistance to Call Duty Workers on Unplanned Overtime Call Outs:** Qualified employees are expected to respond to Call Outs to provide assistance for Call Duty Workers on unplanned overtime assignments.

5. **Overtime List:** Through June 30, 2011, the overtime list will be established weekly reflecting all overtime offered and worked and all overtime offered and not worked. All calls unanswered and all calls refused are counted as refused overtime. Not later than July 1, 2011, the Company and the Union will jointly create the replacement list for the above, which will reflect total overtime hours worked during the calendar year to date, and any other information the parties believe necessary. The Union and Company will mutually agree on the ordering of the list. The Company agrees to take all reasonable steps to ensure the overtime reports demonstrate fairness of distribution and opportunity. Overtime call out data will continue to be made available on at least a monthly basis to all employees in Field Operations. Between July 1, 2010 and June 30, 2011, errors in calculating refused overtime and the resulting placement on the overtime list will not be subject to grievance/arbitration unless errors happen repeatedly.
6. **Overtime Awareness.** The Company will implement the Overtime Awareness program and provide notice of overtime expectations for all employees by October 1, 2010. Employees whose overtime response rate is considered unsatisfactory will be coached regarding the performance expectation, and the employee is expected to meet the performance expectation. The Company will address expectations with individuals who continue to demonstrate unsatisfactory performance, unless legitimate reasons exist that the employee cannot meet the expectation.
7. **Company - Union Overtime meetings.** The Company and Union will meet quarterly, or on any other mutually agreed to schedule, to review the following items relating to Overtime:
 - a. Safety issues
 - b. Overtime data for the quarter
 - c. Operational impact of using call men first, reflected by elements such as CAIDI, costs, PUC, political incidents).
 - d. The Company and Local Union can agree at any time to modify the Overtime structure, and such agreement shall be reduced to writing and signed by the parties.

The Company reserves the right to modify the Overtime structure following notice to the Union and bargaining upon request if there is demonstrated adverse impact on Operations.

8. Bargaining Unit Employee meetings with the Union

As soon as possible, but in any case during the first two months after ratification, the Local Union will hold meetings at the Field Operations worksites to talk with bargaining unit employees about the issues and the solution. When these meetings are complete, the Union and Company will have the option to meet to discuss possible changes to the program. Changes will be made only by mutual agreement pursuant to Section 7 of this Memorandum of Understanding.

