

COLLECTIVE BARGAINING AGREEMENT

Between:

BLACK BEAR HYDRO PARTNERS, LLC

And:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 1837

November 1, 2018 through October 31, 2023

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ARTICLE I – UNION AGREEMENT

AGREEMENT made and entered into as of November 1, 2018 by and between Black Bear Hydro Partners, LLC, hereinafter referred to as the “Company” and Local 1837 of the International Brotherhood of Electrical Workers for the employees of the Company who are members of said Local 1837 of the International Brotherhood of Electrical Workers, to act as their collective bargaining agency, all hereinafter referred to as the “Local Union”.

WHEREAS, the Local Union represents a majority of the employees in the positions identified in Exhibit 1, hereinafter referred to as employees of the Company and has been designated by said majority to be the exclusive representative of above described employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment, and

WHEREAS, the Company and the Local Union desire to promote harmony and efficiency in the working force so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company as an exempt wholesale generator, to provide at all times dependable electric generation from the generating plants owned and operated 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

1. The Company recognizes Local 1837 of the International Brotherhood of Electrical Workers to be the exclusive representative of the employees in the positions identified in Exhibit 2, hereinafter referred to as employees of the Company for the purpose of collective bargaining.

ARTICLE III – DEFINITION OF EMPLOYEE

1. The Company and the Local Union mutually agree that for the purpose of this agreement the term “regular employee” shall mean any employee, as designated in Article I, who has been employed by the Company continuously for a period of six (6) months and the term “temporary employee” shall mean any employee as designated in Article I, who has not been employed by the Company continuously for a period of six (6) months.
2. Neither the Company nor the Union shall discriminate against any individual, including any qualified physically or mentally handicapped individual or qualified disabled veteran, with respect to compensation, terms, conditions, or privileges of employment or because of such individual's race, color, religion, age, sex or national origin. Where used in this Agreement, the masculine pronoun shall be deemed to include the female equivalent thereof.

3. 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 considered for employment under the terms and conditions contained herein and as prescribed by the Immigration Reform and Control Act of 1986.

ARTICLE IV – LOCAL UNION MEMBERSHIP REQUIREMENT

1. All employees eligible for Union membership as described in Article I will be required either to be members of the Union as a condition of continued employment or tender the initiation fees, standard dues and assessments uniformly required as a condition of acquiring and retaining membership in the Union. The Union agrees that it will not require the Company to discharge any such employee for any reason other than failure of the employee to tender the standard dues, initiation fees, or assessments uniformly required as a condition of acquiring or retaining membership in the Union.
2. The Company further agrees that it shall require, as a condition of employment, that any “temporary employee” now or hereafter employed by the Company who while this agreement is in effect becomes a “regular employee”, subject to this agreement, tender the initiation fees, standard dues and assessments uniformly required as a condition of acquiring and retaining membership in the Union fifteen (15) days after the effective date upon which “temporary employee” becomes a regular employee.
 - a. Any person employed on a part-time basis in the positions identified in Exhibit 1 who requests and has been accepted by the Company for full-time employment as a “temporary employee” shall become a “regular employee” six (6) months after the Union is notified by the Company of his acceptance as a full-time “temporary employee”.
3. As soon as a “temporary employee” reaches “regular employee” status the Company shall forthwith notify the Local Union, giving to the Local Union that date upon which the member of the bargaining unit reached “regular employee” status.
4. Any employee attaining “regular employee” status after August 1, 1943, and who is transferred or demoted while this agreement is in effect to a class of work which is subject to the Local Union membership requirement shall tender the initiation fees, standard dues and assessments uniformly required as a condition of acquiring and retaining membership in the Union within fifteen (15) days after the effective date of such transfer or demotion.
5. Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Local Union membership requirement of this

agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Local Union membership requirement of this agreement shall have the privilege of withdrawing from Local Union membership, in accordance with its constitutional requirement that such withdrawal shall not prevent any such employee from renewing Local Union membership as required herein as a condition of employment.

- a. 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 continuous departmental service, if returned to the same department from which he left), excluding the time worked in the non-bargaining unit position. Such an 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 day less than that of the most junior employee in the department to which he is returning.

6. The provisions of this article shall not apply to any employees described as follows:

- a. Anyone exempted from the provisions of this agreement.
- b. School or college students, on vacation work or student engineers.
- c. All employees of the Company, "temporary" or "regular" who as of February 1, 1943 were not members of the Local Union or who have not subsequently become members of the Local Union.

ARTICLE V – HOURS AND WAGES

1. 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 workday shall be between the hours of 7:00 a.m. and 11:30 a.m., and 12:00 noon and 3:30 p.m. 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.

- a. Shift workers are excepted from the Monday to Friday provision and the above descriptive indication of hours of the day that shall be worked. Normal shift schedules shall be determined for each department where employees are regularly required to work on a rotating shift. The work day shall consist of the following schedule:

- i. Day Shift: 6:00 a.m. to 6:00 p.m.
- ii. Night Shift: 6:00 p.m. to 6:00 a.m.

- c. Flexible working hours may be implemented in the interest of completing certain tasks in the most efficient manner possible. The flexible work hours will consist of four (4) 10-hour, consecutive working days scheduled between 6:00 a.m. and 6:00 p.m. Monday through Friday. Flexible working hours may be implemented when the work to be performed involves larger projects outside of the normal daily work activities, when the work to be performed involves out-of-town overnight stays, or when it is necessary to work on the same schedule as an outside contractor, e.g., during a generator rewind job. Employees scheduled to work flexible hours shall take a one-half hour unpaid lunch break. During any week in which a holiday occurs, employees shall be scheduled to work the normal five (5) 8-hour day schedule. Employees to be assigned to work flexible hours shall be provided a minimum advance notice of five (5) working days and will be provided with the anticipated completion date of the assignment. Vacation or sick time taken during the assignment will be allocated on scheduled hours.
4. 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. Shift workers, upon request to management and upon approval by management, will be allowed to swap shifts, when arrangements to complete the exchange are made to occur within the same payroll week. No premium pay or meal allowance will be approved.
5. Wages shall be in accordance with the Schedule of Wages attached to this agreement.

SHIFT PREMIUM

6. Company personnel regularly scheduled to work hours outside the normal work day and on a rotating shift basis will receive in addition to the regular straight-time rate a shift premium as follows:
 - a. None for hours worked on the day shift scheduled to start between 5:00 a.m. and 12:00 noon, inclusive;
 - b. 75 cents per hour for all hours worked on the afternoon shift scheduled to start between 1:00 p.m. and 8:00 p.m., inclusive;
 - c. 75 cents per hour for all hours worked on the night shift scheduled to start between 9:00 p.m. and 4:00 a.m. inclusive.

The shift differentials shall apply only for time actually worked on scheduled or unscheduled shift assignments and shall not apply to any benefits paid for time not worked, including holiday pay for hours not worked, sickness and accident benefits, vacation pay, funeral leave, etc.

7. 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 that employee's straight time rate of pay 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 rate of pay for the purpose of computing the overtime rates of pay, but for no other purpose.

ARTICLE VI – VACATIONS

1. 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 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/her first through fourth 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/her fifth through eleventh 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/her twelfth through nineteenth 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/her twentieth through twenty-fourth year of continuous service.
 - f. Regular full-time employees shall be entitled to six (6) weeks of paid vacation during each calendar year in which the employee completes his/her twenty-fifth year of continuous service and during such subsequent calendar year exclusive of the year of termination of employment.

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

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 year may be carried forward to the next year if approved by Management. That part carried forward is to be paid at the rate at which it was earned. Vacation may be carried

forward one year only and must be applied for during the year earned. Application for this carry-over is to be submitted in writing and the application will give the date when the vacation is requested to be taken and the reason for the request.

In the event that an employee is terminated under the provisions of Article XIII 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. For purposes of vacation benefits, the employee's service time at Bangor Hydro-Electric Company and PPL Maine, LLC will be added to the time served at the Company for those employees hired on or before May 27, 1999 and November 2, 2009, respectively.

2. Subject to the foregoing provisions, the Company is obligated to allow for one week of an employees 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 a day.
3. In the case where an employee's vacation time has been interrupted, on request by the Company, the employee will receive pay for the actual hours 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 VII – HOLIDAYS

1. The following days shall be recognized as guaranteed holidays:
 - a. New Year's Day
 - b. Washington's Birthday
 - c. Patriot's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veteran's Day

- i. Thanksgiving Day
 - j. The day following Thanksgiving Day
 - k. Christmas Day
2. Employees of the Company who are ordinarily required to work on the above holidays (shift workers) shall receive a sum equivalent to eight (8) hours straight-time pay in addition to their normal weekly pay. This holiday pay will be paid to all employees in these classifications whether their schedule calls for them to work on the holiday or not, but in no case shall this allowance be credited toward the forty (40) hours of work required before the overtime rate applies.
3. Operating personnel shall receive pay at time and one-half rate for hours worked on recognized holidays in addition to holiday pay as defined in Section 2 of this Article VII.
4. All other hourly rate employees, whether or not required to work on the above holidays, shall be credited with eight (8) hours of work if the holiday is celebrated on a Monday, Tuesday, Wednesday, Thursday, or Friday. This shall be known as the "Holiday Time Credit" and will be credited towards their forty (40) hours of weekly work above which overtime rates apply.
5. If the holiday is celebrated on a day on which an employee is not regularly scheduled to work and
 - a. He doesn't work on such a holiday, he shall receive a sum equal to eight (8) hours of straight-time pay.
 - b. He does work on such a holiday, he shall receive double rate for all hours worked plus a sum equal to eight (8) hours of straight-time pay.
6. Any employee required to work on a day for which he received "Holiday Time Credit" shall be paid in addition to such "Holiday Time Credit", (1) time and one-half rate for all time actually worked which falls within the hours of his normal working day and (2) double rate for all time actually worked which falls outside of the hours of his 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.
7. If a paid holiday is included in employee's vacation period he shall be given the following Monday off, or another day mutually agreed upon, and the day off shall be considered as a regular holiday. This paragraph shall not apply to shift workers, who shall receive vacation pay based on forty (40) hours of straight-time pay for weeks in which no holiday occurs and forty-eight (48) hours of straight-time pay for weeks in which there is a holiday.

ARTICLE VIII – CALL OUT AND STANDBY PROVISIONS

1. An employee who has gone home after his regular duty and thereafter, upon call from the Company, returns for emergency work, shall receive not less than an amount equal to four (4) hours pay at time and one-half for each call-out. Upon completion of the call-out, the employee shall check with the call-duty supervisor or his home for other call-outs and, if required, they shall be considered one call-out. When the time of the call-out is after midnight and before 5 a.m., the employee shall receive five (5) hours pay at time and one-half. When the call-out is within two (2) hours of his normal starting time, the minimum shall not apply. When the call-out is on a Sunday, the employee shall receive four (4) hours pay at the double time rate.

The above provisions shall apply also to shift worker who are called upon to fill shift assignments. In these instances the four (4) hour minimum shall apply to any call to report to work between sixteen (16) and eight (8) hours preceding the starting time of the employee's scheduled shift, and the five (5) hour minimum shall apply to any call to report between eight (8) and two (2) hours preceding the starting time of the employee's scheduled shift.

NOTE: Call-out payment will commence when the employee arrives at Company premises and will end when the employee departs Company premises after having completed the call-out assignment.

2. It is the understanding of the parties hereto that the 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.
3. Employees assigned by the Company to do stand-by duty for the purposes of taking trouble calls outside of their normal scheduled working hours shall be paid for such stand-by duty as follows:
 - a. Eight (8) hours pay at straight-time rates if required to stand by for seven (7) consecutive days, or
 - b. Two (2) hours pay at such rates for each Saturday, Sunday, holiday, or other day they are required to stand-by where less than seven (7) days stand-by is required.

When a holiday is observed within the stand-by period, two (2) hours pay at straight-time rates will be added to the amount otherwise paid for such stand – by period.

Employees will be offered the stand-by duty in accordance with the overtime list. Employees may refuse the stand-by duty without penalty.

ARTICLE IX – FUNERAL LEAVE

The Company's policy with respect to funeral leave from normal scheduled work (straight time-work) for its full-time, regular employees is as follows:

1. 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 in his household, (ii) parents (including fathers-in-law and mothers-in-law) 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.
2. 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.
 - a. On request, such time as may be necessary up to one day with pay in cases of funerals of the employee's close relatives (including uncles and aunts, and relatives listed in (i) above) in cases where more than up to one day is not necessary.
 - b. On request, such time as may be necessary, up to one-half (½) day with pay in cases of the funeral of a fellow employee.
3. Funeral leave shall be without duplication of any other benefit.
4. 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 those described above.
5. Company also agrees to give consideration to special requests from employees to attend the funerals of decedents with whom they had a special relationship; such leave, with or without pay, shall be at the discretion of the Company.

ARTICLE X – DEFERRED SAVINGS PLAN & BENEFIT PLAN

Refer to UNION AGREEMENT ADDENDUM, BENEFITS SUMMARY PLAN on page 48 for a complete description of this benefit.

ARTICLE X1 – 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 a time mutually agreeable to the Union and the Company. 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 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.

If an employee is required to work beyond 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. This provision will not apply when shift workers swap shifts by mutual agreement. 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.

ARTICLE XII – COFFEE BREAK

Employees during any working day shall be entitled to one fifteen (15) minute coffee break. Abuse of the fifteen (15) minute coffee break privilege by any individual will be cause for disciplinary action. Normally, coffee breaks are to be taken at Company facilities. However, employees traveling to remote work sites may stop enroute to such work locations to pick up coffee to be consumed at the work location. Sit down coffee breaks at restaurants and coffee shops are not permitted.

ARTICLE XIII – PROMOTIONS, DEMOTIONS, FURLoughS, AND EMPLOYEE SECURITY AND TERMINATION PAY

1. 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, training, ability, efficiency, and place of residence. Whenever applicants for promotions otherwise qualify, in accordance with the above, length of continuous service shall govern.
 - i. Fathers, sons, mothers, daughters, brothers, sisters, husbands and wives of relatives employed by the Company will not be eligible for employment by the Company. This policy shall also apply to step relatives. This provision shall not apply to those continuing relationship situations which existed immediately prior to November 2, 2009,

or to temporary employees hired as a result of the Company's participation in any summer student training program, or part time employees.

2. 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 in the notice. The notices shall set forth 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 and the last day for filing applications. 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.
 - i. The vacancy or new position shall be filled with the most senior employee from the bargaining unit, provided the employee has the necessary qualifications to perform the job. Should all the applicants' bargaining unit seniority be identical, the vacancy or new position shall be filled by the employee with the most Company seniority. For purposes of determining bargaining unit seniority for those employees hired on or before November 2, 2009, the employee's bargaining unit seniority date is considered the same as PPL Maine, LLC's job date. 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. If no Company employee has the necessary qualifications or there are no applications from Company employees, the vacancy or new position shall be filled 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 employees shall be considered in the order of their Company seniority as of their date of layoff. 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.
3. When an employee is promoted or transferred to another position, but fails to qualify, he shall be reassigned to the class from which he was promoted or transferred. If the Company determines that the employee is qualified 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 be required to reassign him until there is a vacancy in such previous class.

4. The Company may also assign anyone to fill a vacancy or new position temporarily, pending the posting of notices and the consideration of applications.
5. 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.
6. 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 Company 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. Leadworker pay will be provided for the duration of any assignment where a bargaining unit employee is assigned to supervise contractors. No leadworker pay will be provided where a business unit employee is performing his normal duties and is providing only security or safety monitoring.
7. 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 the following:
 - i. 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%

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. 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. In making such job offer, the Company will not be bound by the provisions of Section 2A & 2B of Article XIII.

- ii. To grant to the employee bumping rights provided in Section 8.1, or if eligible, to offer retirement under the Company's pension plan in effect at the time.

8.1 - Bumping Rights

An employee who has been granted bumping rights in accordance with Section 7 (B) may be entitled to displace employees who have less seniority in the Company entry level position listed below:

Power Production Worker 3rd Class

For the purposes of this Section, the process of displacement shall be called "bumping".

In no case shall an employee bump into a higher job classification except by mutual agreement of the Company and the 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 8.1.

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

8.2 – 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/her expense, under any COBRA provisions to which he/she may be entitled.

8.3 – 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 that purpose by the Company. It shall be the employee's responsibility to keep the Company advised of any changes 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 2A 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 Sections 2A and 2B 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 acceptance for a position.

The Company may recall to work laid off employees within the two (2) year period by notifying the employee. Employees recalled to work shall report for 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, a laid off employee shall return with the same seniority he held at the time of displacement from 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.

8.4 – 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 the 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; and provided further, that an employee receiving termination shall not be entitled to be rehired or recalled.

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

The payment of each week's termination pay shall be made on a bi-weekly basis following termination until the number of weeks of termination pay are exhausted.

9. The Company agrees to give the Union at least ninety (90) days advance notice prior to any change or changes in equipment and/or operational procedures or reductions in force instituted by the Company, which would, except for the provisions of this Article XIII, 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 an 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 8.3. 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 actual layoff shall be computed as if such employee had remained employed to the date of actual layoff.

10. The foregoing provisions of this Article shall not apply to employees exempted within this agreement.

ARTICLE XIV – MILITARY SERVICE

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 within the time frames covered by the Veterans Reemployment Rights Act he shall apply in writing to the Company for reemployment. The Company shall assign such an 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 or physically unfit to perform the work in his classification, the Company shall endeavor to provide him with employment in any class of work in 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.

ARTICLE XV – SUSPENSION & 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 Vice-President Generating & Business Assets, a superior officer of the Company, or other Company representative designated by a superior officer of the Company, and if exonerated, the employee will be reinstated without prejudice and compensated for loss in wages. The hearing shall be conducted in accordance with the method of adjusting grievances as provided in Section XVII herein.

ARTICLE XVI – SAFETY

1. 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 shall use the devices, wearing apparel and other equipment provided in accordance with Company safety policies and procedures for the protection of employees from harm or injury.
2. It is understood that it is the Company's policy that any employee, working alone, shall request assistance if, in his judgement, the work is beyond his ability to do safely and adequately alone.

ARTICLE XVII – ADJUSTMENTS OF DISPUTES & GRIEVANCES

1. Any dispute or grievance arising during the term of this agreement shall be settled in the following manner:

First – By an agreement between the Vice-President Generating & Business Assets or Superintendent of Operations & Maintenance, and the Business Manager of Local 1837 of The International Brotherhood of Electrical Workers or representative designated by them.

Second – Any dispute or grievance not settled as aforesaid shall be settled by agreement between the Manager Generating Assets and the Business Manager of the Local Union or representative designated by them. It is understood and agreed that to be considered under this Article, a grievance must be promptly filed in writing and that the Company will be under no obligation to consider any grievances based upon facts which occurred more than 60 days prior to the filing of said grievance in writing for consideration under part "First" of this section.

It is further understood and agreed that as part of the procedure in part "First" of this Section, the Company will give a written response to each grievance within 30 days after receipt of such grievance. Failure by the Company to so respond within said 30 days will be deemed to be an admission of the validity of said grievance. Likewise, failure by a representative of Local 1837 of The International Brotherhood of Electrical Workers to respond in writing within 30 days to a written response by the Company to a grievance will be deemed to be an agreement to dismiss the grievance.

It is also understood and agreed that as part of the procedure in part "First" of this Section, no employee representative of the Union will lose pay because of any meeting with a management representative attended by such employee.

2. The Manager Generating Assets or a representative designated by him, and the Business Manager of said Local Union shall meet from time to time at the request of either party to discuss any problem or problems within the scope of this agreement. All meetings between any Company representative and the Business Manager shall be held at a Company office convenient as to time and location to both parties but in any event within ten (10) days of the time upon which such request is made. The party requesting the meeting shall submit its request to the other party by a written memorandum that clearly describes each problem to be discussed. The Company may designate other management representatives to be present at such meetings and the Business Manager may designate not more than three (3) employees of the Company to be present at such meetings. International representatives of the IBEW may be present at this step of the grievance procedure only to assist the Local Union and the Company may be represented at such meetings by legal counsel or other designated representatives.

ARTICLE XVIII – ARBITRATION PROVISIONS

In the event that any dispute arises during the term hereof between the Company and the Local Union or its members which shall not have been satisfactorily settled in the manner provided in Article XVII herein, such disputes shall, upon the written request of either party to the other, be settled by arbitration. The party making such request shall select one arbiter and designate its selection when requesting arbitration. The party receiving the request shall select one arbiter and notify the other party in writing, within five (5) days of receipt of the request for arbitration, of the name of the arbiter designated. The parties shall then submit to the arbiters a written statement setting forth the matter or matters in dispute. The two arbiters shall confer promptly and endeavor to reach an agreement for an appropriate settlement of each dispute. The decision of the arbiters shall be issued in writing, signed by both of them, and such decision shall be final and binding upon the Company, the Local Union and its members. In the event that within twenty-one (21) days after the designation of the second arbiter, the two (2) arbiters are unable to agree on all matters in dispute, they shall render a decision as to the matters upon which they have agreed and shall select an impartial arbiter to confer with them for the purpose of settling any remaining matter in dispute, and in the latter event the decision signed by any two of the arbiters shall be final and binding upon the Company, the Local Union and its members. In the event that the two (2) arbiters designated by the parties are unable to agree upon the selection of an impartial arbiter within ten (10) days after the expiration of the aforesaid twenty-one (21) days' period, such arbiter shall be designated, on the application of either or both of the two arbiters selected by the parties, or upon the application of either party hereto to the American Arbitration Association, the cost of such application and of the arbitrators to be shared equally by the Company and Local Union.

ARTICLE XIX – MANAGEMENT

1. The Local Union agrees, for itself and its members, not to hinder or interfere with the management of the Company, including the right to hire, the assignment of work and direction of 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.
2. The Local Union also agrees, for itself and its members, not to hinder or interfere with the management of the Company, including the right 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.
3. Insofar as both Section 1 and 2 are concerned, the Company agrees that it will not discriminate against any member of the Local Union and insofar as Section 2 is concerned the Company agrees that nothing contained in Section 2 shall conflict with any other provision in this agreement and any dispute that might arise because of the application of the above Section 2 shall be subject to Articles XVII and XVIII of this agreement.

4. Use of Alcohol & Scheduled Drugs

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

- i. 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.
- ii. 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.
- iii. Use, or be under the influence of, any drug scheduled under the laws of the Federal Government and/or the laws of the State of Maine, or be in possession of any drug scheduled under the laws of the Federal Government and/or the laws of the State of Maine 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 the 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 XX – TERMINATIONS OR AMENDMENTS

1. The term of this agreement shall commence as November 1, 2018 and shall continue until October 31, 2023 at the expiration whereof the term shall automatically continue for a period of one year and so on for like one-year periods unless terminated in accordance with the provisions 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 thirty first day of October, 2023, or on the thirty first day of October any year thereafter by a written notice from either party to the other at least sixty (60) days prior to such date of termination.

2. Amendments mutually agreed upon shall become effective on the first day of November following the submission of such amendments unless the parties hereto agree upon 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 thirty first day of October 2023 (or the thirty first day of October of any year thereafter) , those not agreed upon shall be disposed of in the manner providing for the settlement of disputes under Article XVIII herein, provided, however, that this shall not be construed to prevent the absolute termination of this Agreement on the thirty first day of October 2023 or the thirty first day of October in any year thereafter as provided in Article C of Section 1.

ARTICLE XXI – NOTICES & REQUESTS

1. Except where specifically provided otherwise herein, all notices and requests shall be deemed to have been fully and completely served or made by the Company when sent by Registered Mail or Certified Mail addressed to. K. Richard Rogers, Business Manager, 16 Old Winthrop Road, Suite 1, Manchester, Maine 04351, and by the Local Union when sent by Registered Mail or Certified Mail to Richard E. Fennelly, Vice-President Generating & Business Assets, Black Bear Hydro Partners, LLC, PO Box 276, Milford, ME 04461 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.
2. EXEMPTIONS
 - i. 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 XXII – 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 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 Articles XVII and XVIII herein.

ARTICLE XXIII – 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 Worker's Compensation Act", 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 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 Worker's Compensation Act" are discontinued with the consent of the Worker's Compensation Commission, all obligations of the Company arising under this section of this agreement shall thereupon cease.

ARTICLE XXIV – UNSUITABLE WEATHER CONDITIONS

Employees of the Company 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 temperatures zero degrees Fahrenheit and below. 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 representative designated by him, 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.

ARTICLE XXV – RETROGRESSION FOR PARTIALLY INCAPACITATED EMPLOYEES

1. If a regular full time employee becomes partially incapacitated by reason of age or disability provided that such disability:
 - i. did not arise during the course of or as a result of employment by an employer, other than the Company, who is subject to the Worker's Compensation Statute or
 - ii. did not arise during the course of or as a result of the employee's activity as an independent contractor or

- iii. was not deliberately caused by or deliberately contributed to by, the voluntary act of the employee

and thus is unable to perform fully the 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.

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 job classification and provided such job is not eliminated by the Company. During the period of assignment under this Article, employees shall be paid at the maximum rate for the classification to which they are assigned, except that the 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.

Personal rates for retrogression would increase with increases applicable to the job classification into which the employee 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 sickness or injury contracted in the course of Company employment, shall have the option of receiving a rate determined in accordance with the following table or such compensation as may be determined by the operation of the applicable Worker's Compensation Law.

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

The provisions of the foregoing Article shall not impair the right of the Company to require an employee to retire under the Company's deferred savings plan.

The Company may require an employee to have an examination by a Company appointed physician at any time. The Company shall bear the cost of this examination. Should the finding of 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.

2. 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 XXVI – ROOM & MEAL POLICY

Overnight Stay

When 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.

When the Company designates a job as requiring an overnight stay, the employee will 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.

When the Company designates a job as requiring an overnight stay, the employee will not be permitted to commute on Company time (except as provided in the paragraph above) and the Company will provide meals and lodging on the basis set forth in this paragraph. The Company will provide the employee with a breakfast costing up to \$10.00, a lunch costing up to \$15.00, and a supper costing up to \$25.00; it is understood that the Company will also pay the tax and normal gratuity on the actual cost of such meals, up to the costs above. The Company will also provide a \$49 per diem allowance for each day during which an overnight stay is required. It is also understood that unless overtime pay is involved the Company is not obligated to provide breakfast at the beginning of the stay or supper at the end of the stay. The Company agrees that during any out of town stay when more than one (1) meal would be allowed pursuant to this Section 1, the dollar amount of the employees' meal entitlement will be the aggregate total of the allowed costs for the allowed meals during the out of town stay, regardless of the number of meals actually eaten by the employee during the out of town stay.

When the Company designates a job as requiring an overnight stay, the Company will also provide lodging for the involved employees on a single occupancy basis.

The parties agree that while employees are not normally required to stay overnight, they may be required to do so, to work on emergency problems. In the event an employee is so required to stay overnight, the meal and lodging provisions shall apply.

Emergency Overtime Work (Non-Shift Workers)

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 5 of this Article XXVI, excepting for purposes of this section only, the regular meal time for breakfast shall be 06:30 a.m.

Planned Overtime & Extension of Normal Work Days (Non-Shift Workers)

Where work is performed on an overtime basis before breakfast on any normal scheduled work day, or on Saturdays, Sundays, or 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.

Where work is performed on the employee's normal day off, the Company will provide the employee with his dinner (in accordance with the entitlement set forth in Section 1) unless the job is completed and he is returned to 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 Six Dollars and forty-one cents (\$6.41). If an employee is not returned to his reporting location within one and one half (1 ½) hours of scheduled quitting time, the Company will provide the employee with supper in accordance with the entitlement set forth in Section 1.

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

Shift Workers

Each shift worker will be expected to provide his own meals when working on a regular shift schedule.

Whenever an employee is called to fill a shift assignment less than one and one-half (1-1/2) hours prior to the time he is asked to report, he will be entitled to a meal provided by the Company.

A shift worker held over from his normal shift will be entitled to a meal provided by the Company, if he works into the next shift two (2) hours or more. With the exception of shift trading, a shift worker held over on a full double shift will be entitled to meals provided by the Company. The allowance for meals will not apply when a shift is swapped by agreement and approved by management, or when the hours of a shift are changed by mutual agreement.

A shift worker working a scheduled overtime day as part of his normal shift schedule will not be entitled to a meal.

A shift worker called in to work an unscheduled shift will be entitled to a meal provided by the Company. The providing of a meal by the Company in accordance with this Section means that the employee will be reimbursed by the Company as defined in Section 3(a) of this Article.

Meal Times

The regular meal times shall be as follows:

Breakfast	Starts at 5:30 a.m.
Lunch	Starts at 11:30 a.m.
Supper	Starts at 5:00 p.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 hour for meals, or requests that the employee secure a meal as quickly as possible, there will be no break in time.

ARTICLE XXVII – DUES DEDUCTION

For the duration of this Agreement the Company will deduct dues from the wages of regular employees (as defined in Article III) who individually authorize such deductions in writing on a form agreed upon by the Company and the Union. The monthly dues shall be deducted bi-weekly. The Union shall certify to the Company the amount of the annual dues of each employee. Dues so deducted will be remitted to the Union on a monthly basis.

ARTICLE XXVIII – TOOLS & 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.

ARTICLE XXIX – 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.

Whereas both parties acknowledge the Company's obligation(s) to comply with the Americans with Disabilities Act (ADA) regarding the treatment of employees with disabilities, and whereby both parties acknowledge that some actions which would be required could be in violation of certain provisions of the National Labor Relations Act, the parties mutually agree that no provision of this Collective Bargaining Agreement shall preclude the Company from meeting its obligation(s) under the Americans with Disabilities Act.

ARTICLE XXX – 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 2018-2023 Agreement between the Company and Union shall be as provided herein,

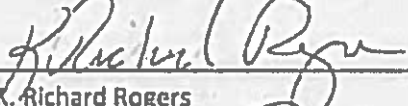
IN TESTIMONY WHEREOF, the parties have hereunto executed this Agreement the day and year above first written.

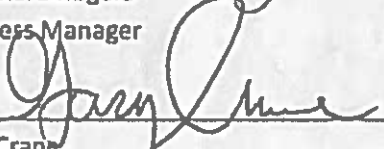
For Black Bear Hydro Partners, LLC

BY: 
Louis Tasse
Senior Vice President

BY: 
Jonathan Lee
Senior Director, Human Resources

For the EMPLOYEES of Black Bear Hydro Partners, LLC, AND LOCAL 1837 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BY: 
R. Richard Rogers
Business Manager

BY:  11-30-18
Gary Crane
Shop Steward

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

1/15/2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

Exhibit I

Flame Resistant Clothing

The Company will provide all fire and flame resistant clothing to employees and the current subsidy of \$150 per employee will be eliminated. The new regulations concerning the fire and flame resistant clothing are stringent. To insure that the correct protection is provided to employees performing switching, the Company will provide that clothing directly from qualified suppliers.

All fire and flame resistant clothing allowances will be eliminated and the Company will provide clothing that meets the current requirements to be used at our facilities.

Good Attendance Bonus Plan

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 which exceeds seven (7) consecutive workdays.

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

- a. Each employee will receive one half (1/2) day pay credit for each monthly pay period during which the employee is not absent from work due to sickness (i.e., receives sick benefits) up to a maximum of six (6) pay credit days for the year.
- b. From the pay credit days above, the Company will subtract one pay credit day during which the employee was absent due to sickness (i.e., receives sick benefits).
- c. The remaining pay credit days will be paid as a bonus on the basis of one regular day's pay per credit. Payment will be made on or about the first pay week of the following year at the prior year's rate of pay. Up to 48 hours of pay credits may be taken as time off with pay. Any unused partial day may be carried over to the next year or paid on or about the last pay period of the year at the earned rate of pay. (Note: the limit on unused vacation days carried over will remain unchanged by this amendment.)

For the purpose of the 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 the month of December which shall end December 31st.

Testing to Qualify for Energy Control

The Company interprets the new OSHA regulations as requiring a written test to verify that employees performing lock-out/tag-out have understood the training and have the current skills needed to insure safe lock-out of equipment. Annual training followed by a written test to document and verify the skills will be implemented.

Training will be provided to all employees required to use lock-out/tag-out. Training materials will be used to develop a written test, the results of which will be used to verify and document that the employee has the skills required.

Biweekly Payroll

Employees will be paid on a bi-weekly basis.

Filling in for Power Production Workers Assigned to a Rotating Shift

1.1 Unplanned Assigned Shift Worker Absence

Filling in for any unplanned absence, i.e.: sick, for the day shift, 06:00 through 18:00, occurring Monday through Friday will be done, initially, by the on-duty assigned shift worker until a Power Production Worker can come in to relieve. His relief will be the lowest, qualified, available Power Production Worker on the overtime sheet due to overtime requirements. If a Power Production Worker is not available, it will be offered next to the low, off-duty, Power Production Worker – Rotating Shift.

In the event of an unplanned absence during a Monday through Friday evening shift, 18:00 through 06:00, it will be offered to the low, off-duty, Power Production Worker – Rotating Shift first, then to the lowest, qualified, available Power Production Worker on the overtime sheet. During the weekend or on a holiday, it will be offered to the low qualified person on the overtime list including Power Production Worker and off-duty Power Production Worker – Rotating Shift.

If a Power Production Worker – Rotating Shift has to leave during a Monday through Friday day shift, 06:00 through 18:00, his shift will be filled by the lowest, qualified Power Production Worker on the overtime sheet due to the overtime requirements. If a Power Production Worker is not available, it will be offered next to the low, off-duty, Power Production Worker – Rotating Shift.

1.2 Planned Assigned Shift Worker Absence

When filling in for a planned absence, there will be an alphabetical list in descending order (Z, Y, X, etc.) of available, qualified Power Production Worker. This list will be used when no overtime will be incurred (overtime accrued while filling in for a full shift is exempt). The name will be chosen from the bottom of the list to fill in. If the selected employee accepts the fill-in assignment, his name is moved to the top of the list. If the employee refuses, his name moves to the top of the list and the next name is chosen. If they all refuse or are not available, the least senior, qualified person will be assigned to fill in.

Power Production Worker – Rotating Shift personnel may take up to five split-day vacations in a calendar year with overtime coverage not to exceed 36 hours. Split-day vacations taken on Saturdays, Sundays, holidays, and evening shifts will use twelve hours of overtime coverage. Split-day vacations taken on weekday day shifts will use four hours of overtime coverage. Overtime accrued during full-shift vacation coverage is not considered. The supervisor will maintain a list of accrued overtime coverage for each Power Production Worker – Rotating Shift.

Any vacations taken on the evening shift, 18:00 through 06:00, of two or less evenings will be offered to the off duty Power Production Worker – Rotating Shift. Three or more evenings will be filled by a Power Production Worker according to the alphabetical list. If they all refuse or are not available, the least senior person will be assigned to fill in.

When it is necessary to have more than one Power Production Worker – Rotating Shift in during a Monday through Friday evening shift, 18:00 through 06:00, it will be offered to the low, off-duty Power Production Worker – Rotating Shift first, then to the lowest, qualified, available Power Production Worker on the overtime sheet. During the weekend or on a holiday, it will be offered to the low, qualified person on the overtime list including Power Production Worker and off-duty Power Production Worker – Rotating Shift. Any assistance needed during the day will be taken from Power Production Worker when available.

1.3 Definitions & Clarifications

There will be only one Power Production Worker – Rotating Shift on vacation at any given time.

Off-Duty Assigned Shift Worker:

Any Assigned Shift Worker who has had nine hours off and is not scheduled to work the following shift.

Split week:

Where the contract refers to splitting one week of vacation will be considered splitting one full shift rotation in the case of a Power Production Worker – Rotating Shift.

Vacation time will be charged hourly to the Power Production Worker – Rotating Shift. Any hours remaining, less than twelve hours, will be paid for by January 15 of the following year or earlier if requested. Any vacation hours in excess of 40 will be paid at straight time rates.

A minimum of one week's notice for vacations is required from Power Production Worker – Rotating Shift, to allow sufficient time to make arrangement to fill vacancies.

Preference will be given to full weeks over split weeks.

The most senior Power Production Worker – Rotating Shift will choose one week of vacation and then the next senior individual will choose one week, and so forth, until all vacation has been scheduled. Full weeks will be given preference. These tentative vacation schedules will be in by April 15.

Vacations will start on the morning of your 1st vacation day. Example: if you have a full week of vacation (Monday through Friday), it will start at normal start time on Monday morning. The vacation stops on your next scheduled, regular workday. Example: if you have a full week off (Monday through Friday), your vacation does not end until the Monday morning following the last day of vacation.

Safety Footwear Policy

The Safety Footwear Policy is as follows:

Employees shall wear footwear that complies with ANSI Standard Z41-1991 and is above the ankle.

When in the work area, supervisors and other employees must wear footwear that is consistent with that worn by the employees working in that area.

If an employee or supervisor presents a medical note limiting the type of footwear to be worn by them for medical reasons, the Company will contact that physician to review work capacity and footwear options.

Any employee or supervisor shall wear footwear that complies with ANSI Z41-1991 while they operate either a chain saw or jackhammer.

The safety footwear policy will include:

Each employee shall receive an allotment of \$200.00 per year. In each additional year, the allotment is available to the employee as of the second week in January. Any unused portion of the employee's allotment may not be carried over from the current calendar year to the next. The \$200.00 allotment must be used in the current year.

Each participant will be required to purchase footwear for his or her use that complies with the policy stated above. Employees will forward the original receipt, plus, documentation of compliance to the Office Administration Manager. If it is determined that the footwear purchased by an employee complies with the company policy, the employee will be reimbursed through the expense reimbursement process for up to \$200.00 per year. The Vice-President Generating & Business Assets will mediate any disagreement between the Superintendent and any employee as to footwear compliance.

Part-time employees are expected to come to work with footwear that is appropriate for the work activities which they are responsible to perform.

Employees are expected to wear the approved footwear at all times while at work.

Each employee shall receive an allotment of \$100.00 per year towards the purchase of a work Carhartt jacket or Carhartt work bibs. In each additional year, the allotment is available to the employee as of the second week in January. Any unused portion of the employee's allotment may not be carried over from the current calendar year to the next. The \$100.00 allotment must be used in the current year.

Exhibit II

Hourly Rates

New rates effective November 1 of the year through October of the following year.

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Annual Increase	2.75%	2.75%	2.5%	2.5%	2.5%
Lead Power Production Worker, Electrical	\$36.13	\$37.12	\$38.05	\$39.00	\$39.97
Lead Power Production Worker	\$36.13	\$37.12	\$38.05	\$39.00	\$39.97
Power Production Worker, Electrical	\$34.91	\$35.87	\$36.77	\$37.69	\$38.63
Power Production Worker, 1st Class+	\$34.06	\$35.00	\$35.87	\$36.77	\$37.69
Power Production Worker, 1st Class	\$33.54	\$34.46	\$35.32	\$36.20	\$37.11
Chief Operator	\$32.83	\$33.73	\$34.57	\$35.44	\$36.33
Power Production Worker, 2-1/2 Class	\$31.55	\$32.42	\$33.23	\$34.06	\$34.92
Power Production Worker, 2nd Class	\$29.60	\$30.42	\$31.18	\$31.96	\$32.76
Power Production Worker, 3-1/2 Class	\$28.46	\$29.24	\$29.98	\$30.72	\$31.49
Power Production Worker, 3rd Class	\$27.30	\$28.05	\$28.75	\$29.47	\$30.21
Power Production Worker, 3rd Class (6 months)	\$22.78	\$23.41	\$23.99	\$24.59	\$25.21

The Power Production Worker, 1st Class+ is a Power Production Worker, 1st Class who has successfully completed the electrical apprenticeship-training program and may perform low voltage (600V) electrical work. An employee participating in the electrical apprenticeship-training program will be compensated at a premium equal to ½ of the difference between 1st

Class and 1st Class+ wages upon enrollment. An employee who drops out of the course will revert back to 1st Class wage.

NOTE: The Power Production Worker, 1st Class+ position was established specifically for those employees who were formerly employees of Bangor Hydro-Electric Company and who transitioned to the employment of PPL when the generating assets of Bangor Hydro-Electric Company were purchased by PPL. Employees hired after the closing date of the asset acquisition by PPL (May 27, 1999) are not eligible for the 1st Class+ position and are required to participate in and complete the Electrical Apprenticeship Training Program as a condition of employment.

Whenever pay rate changes occur through promotion, or for other reason, the change will take effect on the first day of the payweek following the pay rate change date.

Signing Bonus

All eligible employees covered by this collective bargaining agreement will receive a one-time \$500.00 signing bonus on the first pay period that covers the 2018-2023 collective bargaining agreement. Only employees covered by this collective bargaining agreement employed on November 1, 2018 will be eligible to receive this signing bonus.

Incentive Bonus

For the calendar years 2018-2022, employees will be eligible for an annual bonus based on safety, generation, unit availability, and FERC environmental/regulatory compliance. The annual bonus will be calculated as follows, with each calculation representing the maximum percentage that can be obtained for each factor.

Safety	Generation	Unit Availability	FERC Environmental/Regulatory Compliance
45%	20%	20%	15%

The bonus is calculated based on these factors from November 1 of the previous year through October 31 of the given year. For example, the 2018 bonus will be based on the November 1, 2017 through October 31, 2018 timeframe, and will be paid to employees in 2018. Bonus payments will be made on or before the final pay date of the calendar year.

The Incentive bonus program will end in 2021. The last incentive bonus will be paid on or before the final pay date of 2021. The maximum bonus amount that will be received by an employee for each calendar year will be as follows:

2018	2019	2020	2021
\$1500	\$1000	\$1000	\$1000

UNION AGREEMENT ADDENDUM

BENEFITS PLAN SUMMARY

Retirement Savings Plan

Employees will be eligible to participate in the Black Bear Hydro Partners, LLC Deferred Savings Plan outlined in the "Summary Plan Description". During the term of this agreement, the Company will make contributions to each employee's savings plan account equal to 6% of gross pay. Employees may make voluntary contributions on either a pre-tax, after-tax, or a combination of both pre-tax and after-tax contributions. The maximum that employees may contribute to the plan is defined by IRS rules and regulations.

Company Matching Contributions: Employees participating in the 401(k) plan will receive employer matching contributions. The Company's matching contribution is 50% of the first 6% of an employee's own pre-tax contributions of gross pay to the Savings Plan. Company contributions to the Savings Plan will be calculated and made on a pay period basis. The Company matching contributions will be non-discretionary. A copy of the Summary Plan Description of the Deferred Savings Plan will be made available to all eligible employees.

Medical Insurance

The Company will continue to provide medical insurance coverage for employees and their dependents each year of the contract as outlined in the Summary Plan Description. The method of providing medical insurance coverage shall be determined by the Company. Each year during the open enrollment period an employee may elect to change options.

The Company agrees to be responsible to pay the full deductible amounts during each year of the contract, or in conformance with applicable law, capped at the current deductible of \$5,300.00 for Employee Only coverage and \$10,600.00 for Employee Plus One or Family coverage.

The Company agrees to limit the employee's maximum out of pocket amounts to \$6,650.00/\$13,300 in 2018. The out of pocket maximum amounts stated herein includes the deductible amounts paid by the company, and coinsurance, copays, and any other benefit cost sharing amounts paid by the employees and dependents for in-network services only, for the current HMO provider network or an equivalent medical provider network, and that for the remaining years of the contract the employees' maximum out-of-pocket amounts may increase each calendar year by the lesser of, the amount in conformance with applicable law, or 2.0% on a cumulative basis, not to exceed 3% in any year, for the term of the contract, capped at 10%. Any increase in the Out-of-Pocket maximum must be due to the insurance carrier ceasing to

offer the existing deductible and out-of-pocket maximum and the new plan is the closest plan available that is offered by the carrier. Should the Out of Pocket Maximum increase exceed 10%, the company and the union will meet to discuss options. If the medical plan changes from the current HMO plan and provider network to a POS, PPO, or other medical plan design and the provider network is not equivalent to the current provider network, the company and union will meet to discuss options to maintain equivalent coverage. Equivalent coverage includes benefits, contributions and out-of-pocket amounts.

The bi-weekly medical insurance contribution rate by employees will be capped at the following percentage of the total premium:

2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
20%	20%	20%	20%	20%

Pharmacy Services

As described in the Summary Plan Description.

Dental Plan

Employees have the option of choosing from one of two dental plans as described in the Summary Plan Description.

The Company will provide the Low Plan option as the base employee plan at no bi-weekly cost to the employee.

Employees selecting the High Plan option will make contributions through payroll deduction. Employee contributions will be made through pre-tax payroll deductions as permitted under the IRS Code.

Vision Care

Employees have access to a vision care program through their medical benefit.

Life Insurance Options

The Company will provide basic life insurance coverage for employees equal to two times an employee's base annual salary. Under the Voluntary Benefit Program, employees will have the option to select additional life insurance coverage.

Employees selecting additional coverage will make contributions through payroll deduction to pay any difference in cost between the basic life insurance coverage and the additional coverage selected. Employee contributions required to purchase optional life insurance coverage will be made through before-tax payroll deductions.

Spouse and Dependent Life Insurance Options

Employees may select optional life insurance for a spouse or unmarried dependent children.

Employees selecting additional coverage will make contributions through payroll deduction to pay for the entire costs of the option/options selected.

Short-Term Disability (STD)

Non-occupational injuries or illnesses in excess of seven (7) calendar days will be covered through a short-term disability program. STD waiting period is seven (7) calendar days and benefits begin on the 8th day for disabilities due to illness; the waiting period is waived for disabilities due to an injury or if admitted to a hospital during the seven (7) calendar day waiting period. Full-time employees are eligible for STD on the date employees are initially eligible for medical coverage.

The employee is responsible to notify the insurer by the fifth (5th) day of illness or injury to initiate the short-term disability claim. The employee will need to provide the required medical documentation, and the insurer will determine eligibility for benefits under the plan. The insurer determines if an individual, with the treating physician's information, is eligible for and meets the guidelines for benefits under the STD and the LTD benefit plans.

Short-term disability insurance continues while the employee is out of work for medically necessary reasons. Short-term disability runs concurrent with the Family Medical Leave Act. Short-term disability insurance continues through the employee's illness, while medically necessary, up to ninety (90) days (which includes five days of sick time). Refer to plan certificate for coverage details. Short-term disability applies to non-occupational illnesses and injuries only and, therefore, does not cover occupational injuries or illnesses that are covered under Maine Workers' Compensation.

The amount of short term disability benefits payable when the employee is physically unable to work and absent from work because of sickness or injury(ies) which are not covered under Maine's Worker's Compensation Act:

Up to four (4) weeks straight-time pay at the normal rate of forty (40) hours per week, and thereafter Sixty percent (60%) of straight time pay upon the basis of thirty (30) days for each year of continuous service to a maximum benefit period of ninety (90) days.

To be eligible for this benefit, eligible participants will need to file a claim through the insurer for the benefit, and provide the required medical documentation. The insurer will make the final determination for eligibility under the short-term disability plans.

Disability benefits for injuries/illnesses which extend beyond ninety (90) days will be paid under the Company's Long-Term Disability (LTD) Benefit, if deemed eligible by the insurer, subject to the provisions of the LTD policy.

Long-Term Disability

Employees who continue to be unable to work following utilization of their Short-Term Disability benefits may be placed on the Company's Long-Term Disability Insurance Plan (LTD). It is the responsibility of the employee to apply for benefit payments to be made under this policy.

Amount of Insurance: LTD benefit payments provide a monthly benefit equal to sixty percent (60%) of base monthly earnings as described in the Certificate of Coverage and may be reduced for earnings classified under the plan as "Other Income". Refer to the Certificate of Coverage for specific details.

Maximum Benefit Period is described in the Certificate of Coverage.

Holidays

See Article VII.

Vacations

See Article VI.

Funeral Leave

See Article IX.

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.

National Guard/Reservists Duty

Employees who are members of military reserve units will be granted time off to participate in summer encampments and cruises. 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. Reservists' commitments extending for more than two (2) weeks in any calendar year require the Company's approval and will be handled on a case-by-case basis.

Personal Time Off

Subject to the approval of the Company, an employee will be allowed to take up to two (2) hours off without pay for the purpose of attending appointments with medical professionals, attorneys, or for Financial transactions involving sale or purchase of real estate, provided that no employee shall be allowed more than eight (8) hours off in any year for such purposes, unless in the Company's judgement the circumstances warrant special consideration.

In order to qualify for the time off, the employee is, when practical, expected to provide at least one week's notice of the date and time of the appointment and the name of the party with whom the appointment is with.

Family Medical Leave

The Company and the Union agree that the provisions of the State's Family Medical Leave Act, 26 MRS A C.7, sub-C. VI-A are hereby incorporated by reference thereto to the same extent as if set forth in full within the terms and conditions of this Agreement.

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 on the first day of the month following the employee's return to work, provided the leave of absence did not exceed one year. When a leave of absence exceeds one year, the employee shall be considered a "new employee" for purposes of determining eligibility for medical benefits.

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 for tuition costs determined in accordance with the following:

For a Grade of A	100%
For a Grade of B	75%
For a Grade of C	50%
For Grades Below C	No Tuition Reimbursement
Audited Courses	No Tuition Reimbursement
Pass/Fail Courses	No Tuition Reimbursement unless P/F is only option. Must take for academic grade.

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. Reimbursement for course textbooks will be 50% upon receipt of the passing grade.

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.

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

Workers' Compensation Supplement

In accordance with the provisions of Article XXIII, Section 1 of the Agreement, employees who are unable to work as the result of injuries which are compensable under Maine's Worker's Compensation Act, are eligible for Worker's Compensation supplement payments on the basis of one week for each continuous year of service, but, in no case less than seven weeks.

Employees who are receiving Worker's Compensation supplement payments from the Company, must return to the Company any insurance checks received from the Worker's Compensation insurer. Insurance checks from the insurer can only be kept once the employee has utilized the maximum benefit provided in accordance with Article XXIII. Insurance checks not returned to the Company while eligible for Worker's Compensation supplement payments will be considered "owed" to the Company and reimbursement may be deducted from the employee's future compensation.