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Whenever the phrases “Field Operations” or “Field employees” are referenced, it is understood that this refers to bargaining unit employees in Line and Meter Operations, Power System Technical, Fleet, Safety Lab, and Warehouse.

## UNION AGREEMENT ARTICLE I

**AGREEMENT** made and entered into as of the first day of **June, 2022** by and between **Versant Power**, a Maine corporation, hereinafter referred to as the “Company” and Local 1837 of the International Brotherhood of Electrical Workers, hereinafter referred to as the “Local Union”.

WHERE AS, the Local Union represents the classifications of, and within, Customer Service Representative(s), Customer Service Representative- Lead(s), Stock Clerk(s), and System Operator(s), Line Worker(s), Lead Line Worker(s), Equipment Operator(s), Digger Derrick Operator(s), Meter Service Worker(s), Meter Service(s), Power Technician(s) , Power System Technical Utility Worker, Lead Power Technician(s), Electro-Mechanical Worker(s), Janitor(s), Meter Technician(s), Meter Tester & Installer(s), Mechanic(s), Lead Mechanic(s), Fleet Maintenance Utility Worker(s), and Protective

Equipment Tester(s), (here and after sometimes referred to as the “Bargaining Unit”) as their exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment. The parties agree that the Bargaining Unit encompasses all job classifications, presently or previously represented by the Local Union

under past CBA's with Maine Public Service and Bangor Hydro Electric Company, and

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

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

## **ARTICLE II RECOGNITION OF LOCAL UNION**

### **Section 1. Recognition**

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

### **Section 2. Exemptions**

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

## **ARTICLE III DEFINITION OF EMPLOYEE**

### **Section 1. Employee**

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

### **Section 2a. Regular Employee**

The term “regular employee” means any full-time, prime-time, or part-time employee, as designated in Article II (Recognition of Local Union), who has been employed by the Company continuously for a period of nine (9) months.

**Section 2b. Probationary Employee**

The term “probationary employee” means any full-time, prime-time, part-time, or term employee who has not been employed by the Company continuously for a period of nine (9) months. The retention of a probationary employee is at the sole discretion of the Company, and termination of employment of such employee at any time prior to the completion of his or her nine (9) month probationary period shall not be subject to the grievance or arbitration procedures of this Agreement.

**Section 2c. Term Employee.**

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

**i. Seasonal Term**

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

**ii. Project Term**

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

**iii. Term Employees**

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

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

- i. Employees who are regularly assigned to work at least forty (40) hours per week are defined as full-time employees.

- ii. Employees who work a minimum of twenty-five (25) hours but no more than thirty-seven (37) hours per week are defined as prime-time employees.
- iii. Employees who work less than twenty-five (25) hours per week are defined as part-time employees.

**Section 3. School or College Students**

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

**Section 4. Gender References**

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

**Section 5. Lawful Entitlement to Work**

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

**ARTICLE IV  
LOCAL UNION MEMBERSHIP REQUIREMENT**

**Section 1. Condition of Employment**

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

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



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

## **Section 2. Notification of Union**

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

## **Section 3. Dues Deduction**

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

## **Section 4. Company and Union Business**

### **a. Company Union Business**

1. The Union will provide the Company with a list of designated Stewards and Officers, including Executive Board members, and provide notice of changes to Labor Relations within one week of any such changes.

2. Upon request to and approval by their Supervisor, designated Union Stewards and Officers shall be permitted reasonable time during regular working hours to conduct contract administration

and other Union-Company business. Such time will be scheduled at times that will have the least impact to operations.

b. Union Business

1. Upon at least two weeks' notice to the Supervisor, designated Union Stewards and Officers may be granted leave without pay for the purpose of conducting Union business when, in the determination of the Company, operations will not be unreasonably affected. Such leave shall not exceed two weeks in any calendar year without prior approval of the Company. The Company reserves the right to decline or cancel such leave based on operational needs.
2. An employee appointed to a full time position with the Union shall be granted an unpaid leave of absence conditional upon all of the following:
  - a. A sixty day written notice from the Union to Labor Relations.
  - b. Each year notice shall be given to the Company about extending the LOA.
  - c. The cost of all benefits, including pension , and wages will be borne by the Union.
  - d. During such leave of absence, Company contributions to the employee's 401(k) shall cease.
  - e. The employees bargaining unit/company seniority will continue to accrue while in such a position.
  - f. Upon being released by the Union from Union employment, he shall be reinstated to the position he occupied immediately prior to appointment to the Union position at that position's rate of pay at the time of the reinstatement. However, if said position was the subject of reduction in force during the employee's Leave of Absence, he shall have the opportunity to apply to other current postings or be entitled to receive one (1) week's pay for each

year (calculated to the nearest year) of continuous service with the Company up to the date the employee was placed in the Union position; the rate of pay for severance purposes shall be at the rate of pay in effect on the first day of the employee's Leave of Absence.

## **Section 5. Exemptions**

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

# **ARTICLE V HOURS AND WAGES**

## **Section 1. Field Operations and Customer Service Operations Working Day and Week**

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

### **Warehouse Department Employees:**

The regular hours of the workday vary depending upon the assigned personnel from 7:00 a.m. to 11:30 a.m. and 12:00 noon to 3:30 p.m. with a thirty (30) minute lunch period taken from 11:30 a.m. to 12:00 noon, and 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. with a thirty (30) minute lunch period taken from 11:30 a.m. to 12:00 noon.

## **Section 1a. Bangor Line Division Night Shift Hours**

For the Bangor Division Night Line Workers, the work day shall commence at 2:00 pm and end at 10:30 pm with a one-half hour meal period provided, to be taken on or after 5:30 pm, except as described in Section 3b of this Article.

## **Section 2. Customer Service Schedules**

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

work schedules for employees of the Customer Service Center setting forth, for each employee, their start and stop time and days off.

### **Section 2a. Customer Service Days Off**

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

### **Section 2b. Customer Service Shift Swaps**

Customer Service Representatives may, with supervisory approval, swap shift schedules in any working week provided, however, that any such swap in shift assignment does not result in any increased cost to the Company or interfere with the business needs of the Customer Service Center. The responsibility for the coverage in Shift Swaps falls to the employee who took the shift and is no longer the responsibility of the employee originally scheduled.

### **Section 3. Field Operations and Customer Service Meal Breaks**

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

### **Section 3a. Field Operations Meal Breaks**

Applicable to Line and Meter Operations, Power Systems Technical and Fleet bargaining unit employees working 8 and 10 hour day shifts: The unpaid 30-minute meal break from 11:30 – 12:00 will be replaced by a 30-minute meal break, paid for by the Company, and the workday will end ½ hour earlier. Employees are required to have their lunch within 6 hours of their daily start time. The meal break is to be had “on the job site,” or “on the fly” for crews that are traveling between jobs. The crew will determine when their lunch begins based on the nature of their work that day.

**Section 3b. Bangor Line Division Night Shift Meal Breaks**

Due to the unique nature of this shift, the meal break may be taken at 10:00 pm whenever all assigned employees elect to do so.

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



### **Section 3c. Customer Service Meal Breaks**

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

### **Section 4a. Field Operations Breaks**

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

### **Section 4b. Customer Service Breaks**

Customer Service Representatives who work a shift of six (6) hours or more will be entitled to two (2) fifteen (15) minute breaks during their shift.

Customer Service Representatives who work a shift of less than six (6) hours are entitled to one (1) fifteen (15) minute break during their shift.

### **Section 4c. Break Period Abuse**

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

### **Section 5. Field Operations Flexible Work Hours**

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

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

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

period.

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

- i. The respective Department has sufficient staffing resources to provide for a 4-day, 10-hour working week;

- ii. Employees who desire not to be scheduled to work a 4-day, 10-hour working week shall not be required to do so, and;
- iii. All the applicable provisions of Section 5 of this Article shall apply.

**Warehouse:** For Warehouse Department personnel, Management reserves the right to alter the start of regular hours of the workday to either of the following options, so long as the Company provides one (1) weeks' advance notice of any schedule change.

- 6:00am-11:30am and 12:00 noon-2:30 pm,
- or
- 6:30am-11:30am and 12:00 noon-3:00 pm,
- or
- 7:30am-11:30 am and 12:00 noon-4:00 pm

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

**Benefits** All hours listed in this Article provide for an unpaid lunch period of one half (1/2) hour for those employees not in the Line, PST, Meter or Fleet classifications.

During those weeks in which a Holiday occurs, all employees shall be scheduled to work five (5) 8-Hour working days.

Pay for funeral leave shall be for the hours the employee is scheduled to work for that period. If, as the result of having worked flexible hours, an employee has less than eight (8) hours of vacation time remaining at the end of any plan year, the Company will pay the employee for the unused vacation time.

**Section 5b. Change in Flexible Work Hours**

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

**Section 5c. Establishment of Alternative Work Arrangements**

If the Company determines that a need for alternate work other than listed in Section 5 would be needed in the future, such alternate work schedules shall be established by mutual consent of the Company and the Local Union.

Mutual consent shall mean with the approval of Local 1837's Business Representative and the Company's Labor Relations Officer.

**Section 6. Field Operations and Customer Service Changes to Shift Schedules**

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

**Section 7. Wages**

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

**Section 7a. Direct Deposit**

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

**ARTICLE VI  
OVERTIME**

**Section 1. Field Operations and Customer Service**

**Overtime** Time and one-half rates shall be paid to hourly wage rate employees for all time worked in excess of their normal work week schedule. This provision will not apply to time involved when the normal schedule is changed by mutual consent. Provided that the forty (40) hour week is maintained, other provisions herein may be changed when mutually agreed upon by the Local Union and the Company. Overtime work shall be distributed equally amongst all employees of a department when practical and when, in the judgment of the Company, such distribution will not interfere with efficient operations.

Notwithstanding the foregoing provisions, Field Operations overtime resulting from the extension of a normal workday, or Customer Service overtime resulting from "Open Overtime" shall not be subject to the equal distribution provision. Double-time rates shall be paid for hours worked on Sunday, except that for employees whose regular schedule includes Sunday, double-time shall be applied for hours worked on his or her second day off in their regular schedule.

**Section 1a: Field Operations Planned Overtime  
Assignments Involving the  
Job Continuation Rule**

When it becomes necessary to schedule planned overtime involving job extension/completion, the overtime shall first be offered to those employees

who have worked on the specific job/project for four (4) hours or more during the seven (7) consecutive calendar day period prior to when the overtime will be worked. Should additional staffing be required, qualified employees shall be offered the opportunity for the planned overtime in accordance with their respective position on the department's overtime distribution report. In the event overtime work assigned under this provision gets postponed to a later date due to inclement weather, the rescheduled overtime shall first be offered to those employees originally scheduled to perform the planned overtime, and thereafter to other qualified employees in the division/department.

**Section 2. Field Operations Required Work Before Normally Scheduled Reporting Time**

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

**Section 3. Field Operations Reporting and quitting times**

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

**Section 4. Field Operations Weekly Call Duty and Weekly Call Duty Pay**

Any employee of the Line or Power System Technical Department who is required to be available for emergency calls during the hours outside of his normal working hours from the end of his normal working day on Friday to the start of the normal work day on the

following Friday shall have served a week of Call Duty. In consideration of this service, any such worker shall receive as compensation ten (10) hours of normal overtime rate of pay (and in addition all hours actually worked while on Call Duty shall be credited to his week's work and any calls responded to will be paid according to the call- back minimum provisions in Section 8 of this Article.



**4a.** Power System Technical Department (PSTD): Power Technicians hired after 1/1/11 are required to take Weekly Call when the employee has achieved the 1<sup>st</sup> class ranking. Power Technicians hired before 1/1/11 who are qualified may elect to take weekly call. The schedule will be filled by volunteers and by 1<sup>st</sup> class PTs hired after 1/1/11. Weekly Call Duty will remain voluntary for PTs hired before 1/1/11 as long as the goal of weekly call duty coverage for 90% of the weeks of the year goal is attained.

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

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

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

**Section 4b. Field Operations Weekly Call Duty Truck Premium** Line and Power System Technical Department employees who reside in excess of ten (10) miles from their reporting location may be assigned during their Call Duty Week to commute to and from work in a company-owned bucket truck, and for Power System Technical Department employees a designated company vehicle, and shall receive, in addition to the Weekly Call Duty Pay, three and one half (3.5) hours of normal overtime rate of pay per Call week. Employees on Weekly Call Duty who are not assigned a bucket truck or a designated vehicle may elect to take a Company small class vehicle; no premium shall apply.

**Section 4c. Other**  
Effective 12/28/15, employees assigned to commute in a company truck pursuant to Section 4b, are required to provide electricity to the

block heater as seasonally necessary; and to park the vehicle in a lighted area at their residence. The Company will continue to pay the electricity premium associated with a truck plug-in; and will cease the “land line” reimbursement, and the installation of security lights, poles, and outlets.

### **Section 5. Field Operations Frequent Call Duty**

Whenever the Company requires that an employee be on Call Duty more frequently than one week out of every four-week period, said employee shall receive as additional compensation four (4) hours of normal overtime rate of pay. Following an employee's third (3<sup>rd</sup>) consecutive cycle of Frequent Call Duty, an additional one (1) hour at time and one half will be paid. The additional four (4) hours of overtime rate of pay compensation, and the additional one (1) hour at time and one-half applies only to full weeks of seven (7) consecutive days and does not apply whenever an employee meets the frequency requirement solely on the basis of serving as a voluntary replacement for any employee who is scheduled for duty under this section or for volunteering to Call Duty in the Power System Technical Department.

### **Section 5a. Field Operations Call Duty and Holidays**

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

### **Section 5b. Field Operations Waiver of Call Duty**

An employee who is required to be available for Call Duty under this Section may waive such duty provided he schedules a replacement who is a qualified employee. Selection of replacement Call Duty personnel shall be made in accordance with a rotating alphabetical listing of all eligible Call Duty workers within an employee's respective division/department. Selection of employees for replacement Call Duty not made in accordance with the alphabetical listing shall not be subject to the grievance and arbitration provisions of this Agreement. Any employee scheduled for Call Duty who is unable to secure such a replacement will be required to perform the scheduled Call Duty himself. Any employee who waives his scheduled week of Call Duty and secures a replacement to take such Call Duty shall, at the end of that payroll period, be charged refused overtime in an amount equal to the number of overtime hours worked

by the replacement Call Duty worker.

**Section 6. Field Operations Company Secured Call  
Duty Replacement**

When it becomes necessary for the Company to secure a replacement Call Duty Worker due to unforeseen / unplanned circumstances (i.e., sickness), the scheduled Call Duty Worker who is unable to work some or all of his Weekly Call Duty will have his Weekly Call Duty Premium reduced by one and one-half (1.5) hours at the time and one-half rate for each day he is unavailable to cover his week of Call Duty. The replacement worker shall receive a one-time premium payment equal to four (4) hours at time plus one-half his base hourly rate of pay for each day served as replacement Call Duty Worker. Selection of the replacement Call Duty worker shall be from the overtime list. Call Duty employees who are not available to cover their duty, for reasons such as required rest, shall not have their Weekly Call Duty premium reduced.

#### **Section 7. System Standby**

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

#### **Section 7a. Other than System Events**

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

#### **Section 7b. Standby Pay**

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

shall receive a minimum call-in equal to four (4) hours at time plus one-half his base hourly rate of pay. An employee assigned to Standby on a Holiday (Article XV) shall, in addition to the Standby Premium, receive two (2) hours at the straight time rate.

### **Section 7c. Field Operations Respond to All Calls**

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

### **Section 8. Field Operations and Customer Service Call Back Minimum**

An employee who has gone home after his regular duty and is thereafter called for emergency work, or who is scheduled to work planned overtime, shall receive not less than an amount equal to four (4) hours pay at time plus one-half. For after-hour Field Operations call-outs, the employee shall, upon completion of the call-out, check with the System Operator for other call-outs and, if required, they shall be considered one call-out. Upon arriving home, the employee will call the System Operator. Any additional call outs to the employee within fifteen (15) minutes of notification that he has arrived home, or should have arrived home, will be considered a continuation of the call out; however, call outs after 15 minutes of the notification to System Operations will be considered a separate four hour call out. When the call-out, or planned overtime is within two (2) hours of the employee's normal starting time, the minimum payment shall not apply.

### **Section 8a. Field Operations Call Out Rest Time**

A Field Operations employee whose response to a call out requires him to work after 12:00 am shall be entitled to Safety Rest Time.

Safety Rest time is calculated by providing  $\frac{1}{2}$  hour for each hour actually worked between the hours of 9:00 pm. and 5am.

Rest time shall be taken on the day that it was earned.

For example, a line worker is called out at 8:00 pm. The call out continues until 1:30 am. He is entitled to  $\frac{1}{2}$  hour of rest for each hour worked from 9:00 pm through 1:30 am, for a total of two hours and 15 minutes.

If, however, an employee is called out at 8:00 pm and the call out ends at 11:00 pm. There is no entitlement to call rest.

For example, a line worker is called out at 1:00am and works until 4:00am. He is entitled to  $\frac{1}{2}$  hour of rest for each hour for a total of  $1 \frac{1}{2}$  hours.



**Section 9. No Duplicating of Premiums and Benefits**

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

**Section 10. 25 Mile Radius**

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

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

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

An employee of the Northern Operating Region Line or Power System Technical Department who resides outside the twenty-five 25 mile radius prior to October 1, 2013 is permitted to construct/purchase/lease or rent a new primary residence and continue to reside outside the twenty-five (25) mile radius

**Section 11. Overtime Expectation**

- a.** As an electric utility, the Company has an obligation to provide reliable, 24-hour a day service to our customers. For that reason,

it is both the Company's and the Union's expectation that employees be required to work a reasonable amount of planned and unplanned overtime hours. This overtime obligation extends to all members of a respective division / department to ensure that overtime hours worked are shared equally by all and not a burden to those with a demonstrated willingness to work overtime assignments.

- b. Overtime Expectation: The Company will establish performance standards governing overtime response expectations for bargaining unit employees.

Employees whose overtime response rate is considered unsatisfactory will be coached regarding the performance expectation, and the employee is expected to meet the performance expectation. The Company will address expectations with individuals who continue to demonstrate unsatisfactory performance, unless legitimate reasons exist that the employee cannot meet the expectation.

- c. The Company reserves the right to modify the Overtime structure at any time during the term of the Agreement following notice to the Union and bargaining upon request if there is demonstrated adverse impact on Operations.

## **Section 12. Customer Service Overtime:**

1. Through February 28, 2017, there will be no change in the procedures for staffing unplanned overtime needs in either Customer Service Operating Region except as noted in Section 1a.
  - a. Effective July 1, 2015, whenever the Company determines that there is a need for Customer Service Standby, selection shall first be by volunteers. Absent volunteers, the Company may assign employees to Standby by using a rotating list. This list shall be identified as the "A" list. Pursuant to Article VI, Section 7, the

Company will provide a minimum of 24 hours' notice of such assignment.

- b. Effective February 28, 2017, all qualified CSRs are required to work a reasonable amount of unplanned

overtime. Overtime hours will be offered by using the “A” list.

- c. Effective July 1, 2015 Customer Service Representatives who wish to be considered for planned (more than 24 hours’ notice) overtime assignments shall so indicate by signing up on the “B” List in the Customer Service Center. Overtime hours will be offered on a rotating basis using the “B” list.

### **Section 13. Outage Coordinator/Callout Provisions**

Outage Coordinator responsibilities will be shared equally by all qualified Customer Representatives.

Each Outage Coordinator shall receive, during the week he is serving as Outage Coordinator, a premium payment equal to six (6) hours at time plus one-half the employee’s base hourly rate of pay.

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

The Outage Coordinator schedule will be filled by volunteers as long as the goal of weekly coordinator duty coverage for 90% of the weeks of the year is attained.

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

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

**Frequent Call Duty:** Employees who volunteer for Outage

Coordinator Duty are not eligible for Frequent Call Duty pay (Article VI Overtime).

**Section 13a. Outage Coordinator Replacement**

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

#### **Section 14. Mutual Aid**

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

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

Such rates will become effective when crews depart from their Company headquarters and, subject to usual understandings on hours worked and not worked, will apply until crews are returned to their Company headquarters. All other usual considerations such as premium pay, rest time, etc., will be applied in accordance with the Agreement between the Company and Local Union 1837.

#### **Section 15. Overnight Stay Premium**

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

**Section 16. Off Duty Travel**

When the Company designates the employee to receive specialized training or to attend seminars where the assignment requires overnight stay at a location



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

**Section 16a. After-Hours Travel**

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

**Section 16b. Weekend Travel**

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

**Section 17. Working more than 16 consecutive hours**

If an employee is required to work sixteen (16) or more consecutive hours, he will be allowed a rest period of nine (9) hours off before returning to work, unless an emergency continues or arises which makes it necessary for the Company to continue his work or to call him back to work before the expiration of the nine (9) hour period. Any part of such nine (9) hour rest period which extends into the employee's normal work schedule will be paid for at normal straight-time rates. Any employee who has accrued rest time but is required to work due to an emergency shall be allowed such balance of rest time due at the conclusion of the extended work period. Time

allowed off for meals will not prevent the sixteen (16) hours worked from being considered as consecutive. If an employee is called and reports to work within three (3) hours of the time the employee went off duty, the time off shall be counted in the determination of the 16-hour work period.

If an employee is required to work sixteen (16) or more consecutive hours, he shall be paid at double the straight-time rate for all hours in excess of sixteen

(16) hours, including normal scheduled hours worked. Time allowed off for meals will

not prevent the sixteen (16) hours from being considered as consecutive. If an employee is called and reports for work within three (3) hours of the time the employee went off duty, the time off shall be counted in the determination of the 16-hour work period.

### **Section 18. System Emergencies**

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

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

For non-Field Operations employees, during a declared System Emergency, an employee called in outside his regular schedule will be compensated at the time and one-half rate for all hours worked outside his regular schedule during the System Emergency. For

employees already scheduled to work during a declared System Emergency, in the event the employee is assigned to extend his work day outside of his regularly scheduled hours, those hours outside his regularly scheduled hours shall be paid at the time and one-half rate.

**Section 18: Out of Town Overnight Staging Assignment Premium**

Effective 12/28/15

- a. This Section does not apply to **Versant Power** daily operations assignments, including but not limited to any non-weather-related system events.
  
- b. **Out of Town Staging with Less than 24 Hours' Notice:**  
In anticipation of major system weather events, and the staging of crews, **Versant Power** Travel Division employees shall be assigned first. An employee assigned to an out of town overnight assignment with less than twenty-four (24) hours' notice shall receive a one-time short notice premium of six (6) hours at time plus one-half his base hourly rate of pay. Employees remaining on overnight assignment for subsequent nights shall receive a two (2) hour premium at time plus one-half his base hourly rate and Overnight Stay Premium (Section 16) until a System Emergency is declared or the employee(s) crew is returned to his home District or Division.
  
- c. **Out of Town Staging with More than 24 Hours' Notice:**  
In anticipation of major system weather events, an employee assigned to an out of town overnight assignment with more than twenty-four (24) hours' notice shall receive a one-time premium of two (2) hours at time and one half his base hourly rate. Employees remaining on overnight assignment for subsequent nights shall also continue to receive the above two (2) hour premium until a System Emergency is declared or the employee(s) is returned to his home District or Division.

d. **Out Of Town System Standby:**

In anticipation of major system weather events, when additional standby personnel are required, and all Division employees are already assigned standby, the employee assigned out of town overnight Standby will receive a one-time premium payment equal to four (4) hours at time plus one-half his base hourly rate for each day of Standby,

plus the applicable payment pursuant to Sections 18a or b, above. In the event that the Company determines that it is not necessary to assign an employee to Standby after such assignment is made, the employee assigned to Standby shall

receive a minimum call-in equal to four (4) hours at time plus one-half his base hourly rate of pay.

## **ARTICLE VII SENIORITY**

### **Section 1. Bargaining Unit Seniority Commencement Dates**

- a. When determining Bargaining Unit seniority for employees of the Customer Service Center who were employed at the time of Union certification, individual seniority shall be determined from the date of such certification.
  - i. SOR Customer Service Representatives who were employed at the time of Union certification shall have their seniority date as 3/13/1997.
  - ii. NOR Customer Service Representatives who were employed at the time of Union certification shall have their seniority date set as November 15, 2012.
- b. NOR Meter Service Workers who were employed at the time of Union certification shall have their seniority date as 4/23/2012.
- c. System Operators employed as Bangor Hydro System Operators at the time of Union certification shall have their seniority date set as March 28, 2012. In the event of need for a tie breaker, the employee's Bangor Hydro company date of hire shall be utilized, or in the case of a tie for a former MPS SO who accepted voluntary transfer, their MPS company date of hire.
- d. All other Bargaining Unit seniority shall commence with the first day an employee enters a bargaining unit position.

### **Section 1a. NOR and SOR Bargaining Unit Seniority Dates**

- i. Through December 31, 2017, NOR and SOR shall continue to maintain separate seniority lists and existing practices regarding seniority determinations shall remain

unchanged.

- ii. Northern Operating Region (NOR) seniority will be based on continuous bargaining unit service (departmental) in the former Maine Public Service bargaining unit; or, for a new NOR hire or a SOR bargaining unit employee accepting a NOR bargaining unit position, the employee's date of hire into the NOR bargaining unit position.



- iii. In the event an employee moves from one Operating Region to the other, and then returns to their original operating region from a bargaining unit position in the other region, she or he will be credited with their original Regional departmental seniority (if returning to the same department); for purposes of Promotions, Reductions, in Forces, Furloughing or Layoffs, and other non- benefit purposes. If returning to a new department, Regional departmental seniority for those purposes will begin on the first day in the new department.
- iv. Each Operating Region shall maintain a separate seniority list of bargaining unit employees.
- v. Determination of eligibility for Company benefits is based on the most recent MPS/Bangor Hydro Electric/Emera Maine/**Versant Power** date of hire.
- vi. Effective January 1, 2018, a single **Versant Power** seniority list shall be maintained and applied. Not later than June 1, 2017, the Union shall submit to the Company any process or rules it desires for implementing the integration. The Company will meet with the Union to address and resolve any rules that create additional administrative burden on the Company or are otherwise incompatible with efficient, safe operations. Absent such submission from the Union, the Company will create a single seniority list.

## **Section 2. Part-time employees**

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

## **Section 3. Break in Bargaining Unit Seniority**

Any employee performing a class of work subject to the Local Union membership requirement of this Agreement who is promoted to a non- bargaining unit position and subsequently returns to a class of work subject to the Local Union membership requirement within one (1) year or less, shall be treated as having continuous bargaining unit service (and continual departmental service, if returned to the same

department from which he left), excluding the time worked in the non-bargaining unit position. Such employee that returns to a class of work subject to the Local Union membership requirement after an absence of more than one (1) year, shall be

deemed to have continuous bargaining unit service at that time (and continuous departmental service) equal to the lesser of his actual former service, or one (1) day less than that of the most junior employee in the department to which he is returning.

**Section 4. Term Employee Seniority**

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

**Section 5. Reasonable Accommodation**

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

**ARTICLE VIII**

**BENEFITS**

**Section 1. Maintenance of Benefit Levels and Coverage**

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

Group Health Insurance, subject to Section 2 below

Life and Accidental Death and Dismemberment

Insurance Short Term Disability and Sick Pay

Long Term Disability

Bangor Hydro Electric Company Pension

Plan Maine Public Service Company

Pension Plan **Versant Power** 401(k)

Retirement Savings Plan Employee

Educational Benefit

Holidays

Vacations

Authorized Leave of Absence

The Company reserves the right during the term of this Agreement

to change benefit carriers and make administrative changes in such benefit programs, such as, but not limited to, changes that are reasonably necessary due to

changes in law or regulation, provided, however that the benefit levels and coverage remain the same.

## **Section 2. Group Health Insurance Sustainability Changes**

The Company reserves the right during the term of this Agreement to change benefit carriers and make administrative changes, but will make no changes to benefit levels and coverage during the term of this Agreement except for,

- i. Changes required by law
- ii. Changes to deductibles, Coinsurance, Copays, Maximum out of pocket, or any

other benefit changes that are necessary to avoid the imposition of an excise tax (referred to as the “Cadillac Tax”) under the ACA provided such changes are reviewed and approved by both parties.

The company agrees to provide the details (a description of the benefit changes and the actuarial documentation that substantiates the savings of the proposed changes) of any proposed changes when available, but not less than 90 days, to provide the Union a reasonable time period to recommend alternative changes and the company and the union agrees that it will not unreasonably withhold or delay approval. In the event the parties cannot reach agreement regarding the proposed changes, the company reserves the right to implement benefit changes and that the changes will not exceed the minimum necessary to prevent the excise tax in any given year to avoid the imposition of an excise tax under the ACA, and before implementing such changes, the company will provide notice to the union and explain the basis for the proposed changes.

iii. An additional plan may be offered to bargaining unit employees if the plan’s benefit design and the employee weekly contributions are approved by both parties and necessary for the company to avoid penalties or taxes to meet the affordability rules under the various safe harbors defined in the ACA , or if sufficient interest is shown.

## **Section 3. Benefit Plan Eligibility**

a. Except for the Employee Health Plan, employees who are benefits eligible become eligible for participation in the benefits

listed in Section 1 at the beginning of the month following completion of ninety (90) consecutive calendar days of employment from their date of hire, unless otherwise specified, provided they are still a benefits eligible employee on that date.

**ARTICLE IX**  
**EMPLOYEE/DEPENDENT HEALTH**  
**INSURANCE**

**Section 1. Employee Health Plan/Incorporation by Reference** Effective **January 1, 2022**, all active employees that satisfy Plan eligibility requirements may participate in the **Versant Power** Employee Health Plan (“Employee Health Plan”). The Employee Health Plan is self-insured by the Company. The Employee Health Plan is set forth in one or more separate documents from this Agreement and is incorporated by reference into this Agreement. All rights under the Employee Health Plan, except as specifically set forth in this Agreement, are determined by the Plan terms. Specific terms and conditions of the medical coverage are provided in the Plan document and the Certificate of Coverage from the insurance carrier distributed to all Plan participants as well as maintained in the Human Resource Office. The Company shall maintain the Employee Health Plan for the term of this Agreement.

**Section 1.a. Medical Coverage, Full Time Employees:** Any benefits-eligible full-time employee is eligible to enroll him or herself and his or her eligible dependents for coverage in the Employee Health Plan on the first day of the month following 30 days after the individual’s date of hire provided he or she is still an eligible employee on that date.

**Section 1b. Medical Coverage, Prime-Time Employees**  
Prime Time employees will be required to contribute the applicable Single employee rate for participation in the Employee Health Plan. Spousal and dependent coverage may be purchased by the Prime-Time employee, if desired.

**Section 1c. Medical Coverage, Part time Employees-**  
Except as otherwise required by law, part time employees are not eligible for medical coverage under the Employee Health Plan or

any other plan or arrangement offered by the Company.

### **Section 1d: Deductible and Coinsurance Amounts**



## Deductibles

	<u>2022</u>	<u>2023</u>	<u>2024</u>	
Single	\$750	\$750	\$750	\$750
Family	\$1500	\$1500	\$1500	\$1500

## Coinsurance

	<u>2022</u>	<u>2023</u>	<u>2024</u>
In Network	20%	20%	20%
Non Network	40%		
40%		40%	

## 1e: Maximum Out of Pocket

	<u>2022</u>	<u>2023</u>	<u>2024</u>	
Single	\$1750	\$1750	\$1750	\$1750
Family	\$3500	\$3500	\$3500	\$3500

## 1f. Office Visit Co-Pays

Primary Care Provider

\$20 Specialty Care Provider

\$30

## 1g. Out of Network Rates

Effective 1/1/2016 out of network deductibles and maximum out of pocket amounts shall be at two times In-Network amounts.

## 1h. Weekly employee contribution

- i. Weekly employee contribution rates for each year of this Agreement shall be effective with the first pay period of each pay year as follows:

01/03/2022

01/02/2023

01/01/2024

- ii. The weekly contribution by an active employee is made as a pre- tax payroll deduction under the Company's Flexible Benefits Plan.

	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Single EE + 1 Famil y</b>	\$66.84	\$66.84	\$66.84
	\$107.23	\$107.23	\$107.23
	\$112.59	\$112.59	\$112.59

### High Deductible Health Plan (HDHP)

A HDHP is a lower premium plan where, except for preventative care, all health services are subject to the deductible and co-insurance. In-network preventative care is covered at 100%.

	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Single</b>	55.74	55.74	55.74
<b>EE + 1</b>	74.81	74.81	74.81
<b>Family</b>	93.89	93.89	93.89

### Deductibles

	<u>In Network</u>	<u>Out of Network</u>
<b>Single</b>	\$2,500	\$5,000
<b>EE + 1</b>	\$5,000	\$10,000
<b>Family</b>	\$5,000	0

## Maximum Out of Pocket

	<u>In Network</u>	<u>Out of Network</u>
<b>Single</b>	\$5,000	\$10,000 0
<b>EE + 1</b>	\$10,000	\$20,000 0
<b>Family</b>	\$10,000	\$20,000 0

	<u>2022-2023</u>
<b>Co-insurance</b>	<u>4</u>
In Network	20%
Non-Network	40%

### **Section 1i. Prescription Drugs**

shall be as follows:

**Pharmacy Purchase:** Generic - \$20.00  
Brand - \$35.00

**Mail Order Purchase:** Generic - \$15.00  
Brand - \$30.00

### **Section 1j. Eligible Dependents**

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

#### **i. Spousal Rule**

If your spouse works full time for an employer that offers medical insurance for its employees and your spouse's employer shares in the cost of that coverage and the employer's contribution meets the ACA affordability guidelines (the employee is responsible for providing sufficient documentation if their spouse's employer does not meet the

ACA affordability guidelines), your spouse must enroll in that employer's medical plan first, and that plan becomes primary for the spouse. You may then enroll your spouse in the Employee Health Plan, and the two plans will coordinate benefits as terms and conditions of the respective Plans allow.

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

## **ii. Dependent children 19 -26**

The Employee Health Plan believes the Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (“PPACA”). As permitted by the PPACA, the Employee Health Plan will provide coverage to adult children who have not attained the age of 26 years at any time the adult child is not eligible to enroll in an employer-sponsored group health plan other than a group health plan of his/her parent. During this period, an adult child who is eligible to enroll in an employer-sponsored group health plan other than a group health plan of his/her parent and subsequently loses such eligibility will be provided a special election period in which to enroll in the Employee Health Plan. On the earlier of January 1, 2014, or the date on which the **Versant Power**’ group health plan ceases to be a grandfathered health plan under the PPACA, the Employee Health Plan will provide coverage to adult children up to age 26 without regard to whether the adult child is eligible to enroll in a group health plan other than a group health plan of his/her parent.

## **Section 2. Voluntary Dental and Vision Insurance**

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

## **ARTICLE X LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Life and Accidental Death and Dismemberment Insurance**

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

## **ARTICLE XI SHORT TERM DISABILITY, SICK LEAVE, AND PERSONAL HOURS**

## **Section 1. Eligibility**

All bargaining unit employees shall be covered by the Company's Short-Term Disability (STD) and Sick Leave Program. Excessive unscheduled, unprotected absences will be subject to the expectations of the Time Off and Leave Policy

## **Section 2. Eligibility for STD**

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

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

## **Section 3. Certification**

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

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

Disability benefits for non-compensable injuries and/or illnesses that extend beyond ninety (90) days will be paid under the

Company's Long-Term Disability (LTD) Benefit.

**Section 5. Field Operations, System Operations,  
and Customer Service Personal Hours**



- a. Effective 12/28/15 the Good Attendance Bonus program is eliminated.
- b. Effective 12/28/15, and in the first pay week each year of this Agreement thereafter, each bargaining unit employee shall be credited with twenty-four (24) hours of personal time for use during the year;
  - i. Personal hours shall be scheduled in advance unless used for emergency, injury, or illness.
  - ii. The Company will grant scheduled Personal Hours off satisfactory to the employee whenever possible but the final determination of scheduled Personal Hours off will be determined by the Company.
  - iii. Personal hours may be used, without limitation, for dependent care or other needs of the employee.
  - iv. Personal hours shall be paid at the employee's straight time rate when the hours are used.
  - v. Personal hours not used by December 15th of each calendar year shall be paid out in cash at the pay rate then in effect.

## **ARTICLE XII LONG TERM DISABILITY (LTD)**

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

1. An Employee qualifying for LTD is required to apply for Social Security Disability Insurance (SSDI) benefits within thirty (30) days of notice of LTD

approval, and, if denied, at minimum every eighteen (18)-months thereafter. SSDI notification letters granting or denying benefits must be provided to the Human Resources office within five (5)

calendar days of receipt by the employee. Failure to provide notification of the SSDI grant or denial of benefits shall be considered a voluntary resignation from employment.

2. The Company has determined it is unable to obtain coverage for employees on LTD through the Active Employee Health Plan; the Company may provide a similar health plan for employees affected by this Article. The Company agrees to provide advance notice to the Union not less than ninety (90) days prior to implementation and to provide the Union thirty (30) days to recommend alternative changes.

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

#### **Section 1. Bangor Hydro Electric Pension Plan**

The BH Pension Plan first became effective as of July 1<sup>st</sup>, 1953, and subsequently has been amended and restated on several occasions, most recently as of January, 2010. The BH Pension Plan shall be maintained in effect for the duration of this Agreement as to those Bargaining Unit employees covered by the Plan.

**Section 1a. Plan Terms/Incorporation by Reference.** Eligible employees participate in the BH Pension Plan. The BH Pension Plan is set forth in a separate document from this Agreement and is incorporated by reference into this Agreement. All rights under the Plan are determined by the Plan's terms. A brief summary of the terms is as follows.

- 1) Benefit Service. The maximum years of Benefit Service to earn a full pension under the Plan is thirty (30) years.
- 2) Average Annual Compensation. Average Annual

Compensation, for benefit calculation purposes, shall be 1/3 of a member's aggregate compensation for the thirty-six (36) consecutive calendar months yielding the highest average.

- 3) Benefit Formula. The current formula for determining a member's retirement benefit is:

The sum of 1.6% of Average Annual Compensation up to and including Covered Compensation, plus 2% of Average Annual Compensation in excess of Covered Compensation, multiplied by the member's years of benefit service not to exceed 30.

- 4) Normal Retirement Age. Normal retirement age is 65. Eligible employees may retire between the ages of 62 and 65 without a reduction in their benefit payments for early commencement.
- 5) Early Retirement. Participants with 12 or more years of vesting service may retire and commence benefit payments as early as age 55; their benefit payments will be actuarially reduced for early commencement.
- 6) Vesting. Participants become 100% vested in their accrued benefit upon the completion of five (5) years of vesting service or, if earlier, attaining age 62.
- 7) Automatic Forms of Payment. Pension benefits are automatically paid in the form of a Qualified Joint and Survivor Annuity (QJSA) where 100% of the benefit payments continue to the surviving spouse in the event that the participant predeceases his or her spouse, unless the participant is single at retirement or the participant and spouse jointly elect to waive the QJSA form of payment. The automatic form of payment for a single participant is a Qualified Life Annuity with benefit payments for the participant's lifetime and no survivor payments.

## **Section 1.b Employees Hired on or after February 1, 2006.**

- 1) First Hired. Bangor Hydro or **Versant Power** employees first hired on or after February 1, 2006 are not eligible for participation in the Bangor Hydro Electric Company Pension Plan ("BH Pension Plan").

2) Rehired Former Participants. Participants in the BH Pension Plan that are rehired after February 1, 2006 resume participation in the BH Pension Plan as of their rehire dates with the exception of (A) Term Employees and (B)

Employees who have incurred a Loss of Service, as those terms are defined under the BH Pension Plan.

## **Section 2. Maine Public Service Pension Plan**

The Maine Public Service Company Pension Plan (“MPS Pension Plan”) first became effective as of January 1, 1952 and subsequently has been amended and restated on several occasions, most recently as of January 1, 2010. The Company hopes and expects to continue the MPS Pension Plan indefinitely and for the duration of this Bargaining Agreement as to those Bargaining Unit employees covered by the Plan. However the Company reserves the right to change the Plan, provided that no change will be made without the consent of the Union if the effect of the Amendment will be to reduce employee rights or benefits under the Plan. The Plan was frozen for all participants as of December 31, 2006,

### **Section 2.a Plan Terms/Incorporation by Reference.**

Eligible employees participate in the MPS Pension Plan. The MPS Pension Plan is set forth in a separate document from this Agreement and is incorporated by reference into this Agreement. All rights under the MPS Pension Plan are determined by the Plan terms. A brief summary of the terms is as follows.

- 1) Benefit Service. The maximum years of Benefit Service to earn a full pension under the Plan is thirty (30) years.
- 2) Average Annual Compensation. Average Annual Compensation, for benefit calculation purposes, shall be the average of the highest 36 consecutive months of compensation in the last 120 consecutive months.
- 3) Benefit Formula. The current formula for determining a member’s retirement benefit is:

1.34% of the participant’s Average Annual Compensation, multiplied by the member’s years of benefit service not to exceed 30, **reduced by 50%** of the participant’s primary Social Security Benefits. The participant’s benefits also will be reduced by the

benefits paid under a prior employer's plan if the participant's years of service with the prior employer are treated as years of benefit service under the MPS Pension Plan.



- 4) Normal Retirement Age. Normal Retirement age is 65. A participant who has attained age 62 and completed 20 years of benefit service may retire without any reduction in benefit payments for early commencement.
- 5) Early Retirement. Participants with 10 or more years of vesting service may retire and commence benefit payments as early as age 55; their benefit payments will be actuarially reduced for early commencement.
- 6) Vesting. Participants become 100% vested in their accrued benefits upon the completion of five (5) years of vesting service or attainment of age 65. Participants continue to earn years of vesting service for service with the Company or an affiliate after the December 31, 2006 freeze date.
- 7) Automatic Forms of Payment. Pension benefits are automatically paid in the form of a Qualified Joint and Survivor Annuity (QJSA) where 50% of the benefit payments continue to the surviving spouse in the event that the participant predeceases his or her spouse, unless the participant is single at retirement or the participant and spouse jointly elect to waive the QJSA form of payment. The automatic form of payment for a single participant is a Qualified Life Annuity (“QLA”) with benefit payments for the member’s lifetime and no survivor payments, unless the participant waives the QLA and elects an optional form of payment.

**Section 2.b MPS Employees Hired on or after January 1, 2006.** MPS employees or **Versant Power** employees hired or rehired on or after January 1, 2006 are not eligible for participation in the MPS Pension Plan. The benefits of all MPS employees that participate in the MPS Pension Plan were frozen as of December 31, 2006. No employee has become a new participant in and no participant has earned any additional benefits after that date.

### **Section 3. Versant Power 401(k) Plan**

The Maine Public Service Company Retirement Savings Plan was merged into the Bangor Hydro Electric Company 401(k) Plan effective January 1, 2014 and the merged Plan was restated and renamed as the Emera Maine 401(k) Plan (“401(k) Plan”). Effective May 14, 2020, the plan was restated

and renamed as the Versant Power 401 (k) Plan (“401(k) Plan”). The 401(k)

Plan shall be maintained in effect for the duration of this Agreement as to those Bargaining Unit employees covered by the Plan.

**Section 3.a Plan Terms/Incorporation by Reference.** The 401(k) Plan is set forth in a separate document from this Agreement and is incorporated by reference into this Agreement. All rights under the 401(k) Plan are determined by the Plan terms. A brief summary of the terms is as follows

1. **Eligibility for Contributions.** Eligible employees participate in the 401(k) Plan and are eligible to make elective deferral contributions as of the first day of the month after completing 3 months of service. Participants are eligible for matching and non-elective contributions as of the first day of the first, fourth, seventh, or tenth month of the Plan Year coinciding with or next following the date they complete one year of service. Service with Bangor Hydro and MPS is credited under the Plan for participation and vesting. Employees excluded from participation include leased employees, non- resident aliens with no U.S. source income, and Term Employees.
2. **Elective Deferrals.** Employees may elect to defer from 1% to 30% of their income on a pre-tax basis, subject to legal limits. Employees age 50 and older may make additional catch-up contributions subject to legal limits. The 401(k) Plan provides for automatic enrollment for eligible employees who have not made an affirmative elective deferral election. The default elective deferral is 4% of compensation. Employees may elect out of the default elective deferral contribution. Employees may change their elective deferral contribution percentage as of the first day of each quarter.

3. **Matching Contributions.** Effective January 1, 2014, the Company makes matching contributions under two separate formulas. Under Formula 1, employees that actively participate in the BH Pension Plan and make elective deferral

contributions under the 401(k) Plan receive a matching contribution that is discretionary and is determined annually by the Company. During the term of this Agreement, the discretionary Company matching contribution is 50% of the employee's elective deferral contribution up to 4% of the employee's compensation. Under Formula 2, employees hired on or after February 1, 2006 that do not participate in the BH Pension Plan (or who opt out of the BH Pension by the end of 2006) and make elective deferral contributions under the 401(k) Plan receive a matching contribution equal to 100% of the employee's elective deferral contribution up to 6% of the employee's compensation. Elective deferral contributions in excess of the above limits are not eligible for the match.

- a. The Company match for employees hired on or after February 1, 2006 shall be made on a weekly basis effective 12/26/16.
4. **Company Non-Elective Contributions.** Effective January 1, 2014, the Company may make non-elective employer contributions to the 401(k) Plan under two separate formulas. Under Formula 1, the Company may make a non-elective contribution that is discretionary and is determined annually by the Company. The non-elective contribution will be allocated to participants' accounts based on the ratio of their compensation to the total compensation of all participants. Under Formula 2, the Company makes a non-elective contribution on behalf of each participant who is a former employee of MPS and is listed in Exhibit A to the 401(k) Plan (based on the participant's compensation and years of service as January 1, 2006 until the participant retires or otherwise terminates employment with the Company).
  5. **Service Requirement.** A participant must complete

1,000 hours of service and be employed on the last day of the Plan year in order to receive a matching contribution under Formula 1 or 2 or a non-elective contribution under Formula

1. The last day requirement is waived if the participant terminates employment due to retirement, death, or disability.

An eligible participant must complete 1 hours of service to receive a non-elective contribution under Formula 2.

6. Vesting. Participants are always 100 % vested in their elective deferral contributions. Participants who receive non- elective employer contributions under Formula 2 are always 100% vested in those contributions. Matching contributions under Formula 1 and 2 and non-elective employer contributions under Formula 1 vest as follows: 1 year of service = 0%; 2 years of service = 20%; 3 years of service = 40%; 5 years of service = 80%; and 6 or more years of service 100%. Service with Bangor Hydro and MPS counts toward vesting. In addition, MPS employees who were 100% vested (had completed 3 or more years of service) under the MPS Retirement Savings Plan are 100% vested in all matching contributions made or accrued as of December 31, 2013. MPS employees with less than 3 years of service vest in their employer matching contributions made or accrued as of December 31, 2013 as follows: 1 year of service = 0%; 2 years of service = 0%; 3 years of service = 100%. Employer matching contributions made or accrued on or after January 1, 2014 vest under the general 6-year graded vesting schedule.
7. Investments. Participants direct the investment of their accounts under the 401(k) Plan among investment alternatives offered under the 401(k) Plan. The 401(k) Plan is intended to be an ERISA 404(c) plan. The 401(k) Plan contains a default investment; if a participant fails to direct the investment of his or her account under the Plan the account will be invested in a qualified default investment alternative selected by the Company, currently target date funds based on the current age of the participant and anticipated retirement date.

8. Retirement/Distributions. Normal retirement age is age 65. A participant may elect early retirement on or after age 55 and completion of 7 years of service. A participant may receive or commence distribution of his or her account at



retirement. In-service distributions are permitted at age 59- 1/2. The 401(k) Plan also permits loans and hardship distributions. Distribution may be made in the form of cash lump sums or other options permitted under the 401(k) Plan.

#### **Section 4. Date of Hire Requirements for Retiree Medical Benefits Eligibility**

**Section 4.a. Versant Power/Bangor Hydro.** Employees of **Versant Power** or the former Bangor Hydro/Emera Maine hired on or after January 1, 2006 are not eligible for retiree medical benefits under this Agreement or any health plan sponsored by the Company.

**Section 4.b. MPS.** Employees of the former MPS hired on or after October 1, 2005 are not eligible for retiree medical benefits under this Agreement of any health plan sponsored by the Company.

#### **Section 5. Retiree Medical Benefits for Eligible Retirees**

**Section 5.a. Medicare Eligible Retirees.** Effective January 1, 2016

the Company will make an annual retiree medical contribution to a health care reimbursement account for each Medicare Eligible Retiree. The Retiree will use the money allocated to his or her account to purchase fully insured coverage under an individual plan to supplement coverage under Medicare.

The Retiree may choose among several options including Medicare Supplement, Medicare Advantage, and Medicare Part D plans offered on a private exchange. The health care reimbursement account

plan is set forth in one or more separate documents from this Agreement and is incorporated by reference into this Agreement. All rights are determined by the terms of the health care reimbursement account plan and the plan document(s) for the individual plan selected by the Retiree.

The annual Company contribution on behalf of each Medicare Eligible Retiree will be based upon his or her **combined** years of

continuous service with Maine Public Service, Bangor Hydro, Emera Maine and/or **Versant Power**. The annual Company contribution schedule for Medicare Eligible Retirees shall be as follows:

## RRA Contribution Rates

	2022	2023	2024
	Annuall y	Annuall y	Annually
<20 Years	\$0	\$0	\$0
20 to 24 Years	\$1,286	\$1311	\$1336
25 to 29 Years	\$ 1713	\$ 1746	\$1780
30 or More Years	\$2570	\$2619	\$2669

### **Retiree Health Reimbursement Account (RRA)**

#### **Types of reimbursable health care expenses:**

Eligible health care expense means an expense incurred by a participant or by a participant's spouse for medical care as defined in Code Section 213(d) and the rules, regulations and Internal Revenue Service interpretations, including premiums for health care insurance coverage and premiums for long-term care insurance coverage. Examples of expenses that can be reimbursed under this plan include deductibles, co-pays, hospital bills, prescriptions, dental expenses, vision expenses and health insurance premiums.

#### **Carryover of Accounts:**

To the extent a participant has a balance in his or her RRA Account at the end of a plan year, the balance shall be carried over to following plan years to reimburse health care expenses incurred during subsequent plan years and will not reduce the Company's annual RRA contribution.

#### **Upon Death:**

In the event the retiree dies without a spouse, his or her HRA Account shall be forfeited; provided, however, that his or her estate or representatives may submit claims for health care expenses incurred by the retiree prior to the

retiree's death, as long as such claims are submitted no later than one hundred twenty (120) days after the retiree's death.

In the event a retiree dies with a surviving spouse, the surviving spouse will be able to use the balance of the deceased retiree's Company HRA for the deceased retiree's eligible medical expenses, so long as such claims are made within one hundred twenty days after the retiree's death. If there is a remaining balance in the deceased retiree's account after one hundred twenty days, the remaining balance shall be transferred to the surviving spouse's Company HRA.

**Section 5.b. Pre-Medicare Eligible Retirees.** Retirees not yet eligible for Medicare will remain on the Company's Employee Health Plan for active employee until their attainment of age 65. The Employee Health Plan is set forth in one or more separate documents from this Agreement and is incorporated by reference into this Agreement. All rights under the Employee Health Plan are determined by the Plan terms. Pre-Medicare Eligible Employees of MPS covered by this Agreement will be covered under the Company's Employee Health Plan effective **June 1, 2020**. Pre-Medicare Eligible Retirees will contribute to the Employee Health Plan based on their combined years of continuous service with MPS, Bangor Hydro, Emera Maine and/or **Versant Power** pursuant to the following contribution schedule:

**2022 Monthly Retiree PPO (Anthem) Rates**

Years of Service	Contribution	Single	EE+1
Less than 20	100% Retiree Contrib. Rate	\$1310.25	\$1758.63
20 to 24 years	50% Retiree Contrib. Rate	\$655.13	\$879.32
25 to 29 years	66 2/3% Active Employee Rate	\$193.09	\$309.79
30+ yrs	No contribution	\$0	\$0

### 2023 Monthly Retiree PPO (Anthem) Rates

Years of Service	Contribution	Single	EE+1
Less than 20	100% Retiree Contrib. Rate	\$1373.14	\$1843.04
20 to 24 years	50% Retiree Contrib. Rate	\$686.57	\$921.52
25 to 29 years	66 2/3% Active Employee Rate	\$193.09	\$309.79
30+ years	No contribution	\$0	\$0

### 2024 Monthly Retiree PPO (Anthem) Rates

Years of Service	Contribution	Single	EE+1
Less than 20	100% Retiree Contrib. Rate	TBD	TBD
20 to 24 years	50% Retiree Contrib. Rate	TBD	TBD
25 to 29 years	66 2/3% Active Employee Rate	\$193.09	\$309.79
30+ years	No contribution	\$0	\$0

Employees with - - -

Must Contribute

Less than 20 Years' Service at retirement 100% of Retiree contribution Rate

20 to 24 Years of Service at retirement 50% of Retiree contribution Rate

25 to 29 Years of Service at retirement 66 2/3% of Active Employee Rate\*

30 or More Years of Service at retirement No Contribution

**Section 5.c. Pre-Medicare Eligible Retirees not Covered under Section 5.b.** The following rules apply for retirees of the Company who are not covered under Section 5.b. above.

- 1) Retirees Age 62 or Older. Employees retiring at age 62 or older will contribute the applicable weekly rate until their attainment of age 65.
- 2) Retirees Aged 55 to 62. Employees retiring between the ages of 55 to age 62 will contribute 66 2/3% of active employee rate, adjusted annually, until their attainment of age 62. At age 62, the contribution rate will not change until attainment of age 65.

**Section 6. Preservation of Terms and Benefits**

Other than the retiree medical health coverages and rates described in Sections

5.a. and 5.b. above, nothing contained in this Article XIII alters the previously agreed to terms and that no benefit due or to be paid to participants or beneficiaries has been changed regarding BH Pension Plan, MPS Pension Plan, 401(k) Plan, and retiree medical plan benefits (together, “Plans”) of the Bangor Hydro Collective Bargaining Agreement (July 1, 2010 through June 30, 2015), the Maine Pubic Service Collective Bargaining Agreement (October 1, 2009 through September 30, 2013), Appendix E to Bangor Hydro Electric Company Collective Bargaining Agreement (July 1, 2010 through June 30, 2015),(together, “Agreements”)and **Emera Maine Collective Bargaining Agreement (July 1, 2015 through June 30, 2020) and Versant Power Contract Extension (July 1, 2020-June 1, 2022)**. The Company reserves its rights to amend the Plans under the terms of the Plans, subject to the restrictions of the Agreements and this Article XIII. Nothing in this Section 6 will affect the Company’s right to adjust health plan benefit levels, coverage, and other terms under Section 2 of Article VIII.

**ARTICLE XIV**  
**EMPLOYEE EDUCATIONAL BENEFIT (TUITION REIMBURSEMENT)**

**Section 1. Employee Educational Benefit**

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

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

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

**Section 1a. Reimbursement**

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

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



## **Section 1b. Courses and Normal Work Schedule**

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

## **ARTICLE XV HOLIDAYS**

### **Section 1. Holidays**

Effective 12/28/15, the following days shall be recognized as guaranteed holidays for Line and Meter Operations, Power System Technical, Customer Service, Fleet, Safety Lab employees, and Stock Clerks upon date of hire:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	The day following
Thanksgiving Christmas Day	

### **Section 1a. Holidays Falling on Saturday or Sunday**

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

### **Section 2. Holiday Pay**

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

**Section 2a. Holiday Pay Impact on Overtime Rates**

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

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

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

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

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

**Section 2d. Guaranteed Holiday During Employee's Vacation**

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

**Section 3. Customer Service Holiday Swap**

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

**ARTICLE XVI  
VACATIONS**

**Section 1. Regular Full-Time Employees**

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

- (a) New employees shall be entitled to one (1) week of paid vacation following the completion of six (6) months of continuous service provided the employee

is at that time accepted by the Company as a regular full-time employee. An additional one (1) week of paid vacation will be granted upon completion of one (1) year of continuous service.

- (b) Regular full-time employees shall be entitled to two (2) weeks of paid vacation during each calendar year in which the employee completes his second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year of continuous service.

- (c) Regular full-time employees shall be entitled to three (3) weeks of paid vacation during each calendar year in which the employee completes his fifth (5<sup>th</sup>) through eleventh (11<sup>th</sup>) year of continuous service.

- (d) Regular full-time employees shall be entitled to four (4) weeks of paid vacation during each calendar year in which the employee completes his twelfth (12<sup>th</sup>) through nineteenth (19<sup>th</sup>) year of continuous service.

- (e) Regular full-time employees shall be entitled to five (5) weeks of paid vacation during each calendar year in which the employee completes his twentieth (20<sup>th</sup>) year of continuous service and during such subsequent calendar year exclusive of the year of termination of employment.

## **Section 2. Retiring Employee**

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

**Section 3.           Vacation Carry Over**

The Company will grant vacation period satisfactory to the employee whenever possible, but the final determination of the vacation period shall be determined by the Company. Vacation time earned in any one calendar year may be carried forward to the next year. That part carried forward shall be

paid for at the employee's base hourly rate of pay at the time the carried forward vacation hours are taken. Vacation may be carried forward one year only and must be applied for during the year earned.

#### **Section 4. Vacation Pay Upon Termination or Death**

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

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

#### **Section 5. Split Weeks**

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

#### **Section 6. Vacation Interrupted by the Company**

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

**ARTICLE XVII  
LEAVE OF  
ABSENCE**

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

## **ARTICLE XVIII FAMILY MEDICAL LEAVE**

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

## **ARTICLE XIX FUNERAL LEAVE**

### **Section 1. Eligibility**

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

### **Section 2. Relatives in Household and Immediate Family**

On request, such time as may be necessary up to three (3) consecutive days with pay in cases of funerals of the employee’s (i) relatives or domestic partner who reside in the household, (ii) parents (including fathers-in-law and mothers-in-law and parents of the employee’s domestic partner) or children outside his household



and (iii) brothers and sisters outside his household where length of travel or other extraordinary circumstances require such leave, and (iv) step-children and step-parents , and children of an employee's domestic partner.

2b. "Domestic Partner" means registered domestic partner as defined in Title 18-A section 1-201 (36-A).

### **Section 3. Grand Relatives**

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

### **Section 4. Close Relatives**

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

### **Section 5. Close Employees**

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

### **Section 6. Other Employees**

The Company also agrees to give consideration to requests from employees to attend funerals of employees who did not work in the same department with the employee. The determination to grant such leave shall be at the Company's discretion, but where granted shall be with pay.

### **Section 7. Pallbearers**

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

### **Section 8. No Duplication**

Funeral leave shall be without duplication of any other benefit.

**ARTICLE  
XX JURY  
DUTY**

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

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

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

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

**Section 1. Selection**

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

**Section 1a. Family Relationships**

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

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

**Section 2. Posting of Vacancies**

When a vacancy or the creation of a new position necessitates promotion of an employee, or hiring of a new employee, the Company shall post notices at locations accessible to the employees within two weeks of the creation of such vacancy or new position, or notify the Business Manager of the Local Union

of its intent not to post notices at that time. Notices are to remain posted for seven (7) working days, within which time employees may apply in writing to Human Resources. Applicants shall follow the procedures for applying for posted vacancies in effect at the time of the posting. The notices shall set forth:

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

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

## **Section 2 a. Filling of Positions**

- i. From Within a Department: The vacancy or new position shall be filled with the most senior applicant in the department in which the vacancy or new position exists, provided the employee has the necessary qualifications to perform the job. In those instances where qualified

applicants have the same departmental seniority, the vacancy or new position shall be filled by the employee with the most bargaining unit seniority. Should all the applicants' bargaining unit seniority be identical as well, the vacancy or new position shall be filled by the employee with the most Company seniority. When all of the

above seniority factors are equal, the successful applicant shall be determined by drawing numbers from a hat with the lowest number being the most senior.

- ii. From Outside the Department: If no departmental employee has the necessary qualifications or there are no applicants from departmental employees, the vacancy or new position shall be filled in the same manner from among Company- wide applicants, provided one has the necessary qualifications.
- iii. From Outside the Company: If the above procedure is exhausted without producing a successful applicant, the Company may fill the position with an applicant from outside the Company, provided that preference is given to any qualified employee who has been laid-off by the Company within a two year period preceding the posting of notice for the position. Such laid-off employee shall be considered in the order of their Company seniority as of their day of layoff.

## **Section 2b. Order of Selection Applicants**

- i. **System Operator Vacancies:** through 12/31/17:
  - a. First, SOR bargaining unit pre-qualified applicants; if none,
  - b. Then, NOR bargaining unit pre-qualified applicants; if none,
  - c. Then SOR bargaining unit applicants who are not pre- qualified, if none,
  - d. NOR bargaining unit applicants who are not prequalified
- ii. **Selection for SO vacancies posted after 1/1/18** shall be
  - a. First, pre-qualified bargaining unit applicants; if none,
  - b. The non-pre-qualified bargaining unit applicants; if none
  - c. Non-bargaining unit applicants
- iii. **Order of Selection where there are**



**Regular and Term Bargaining Unit Applicants:**

- a. Regular bargaining unit employee applicants in the department of the vacancy; if none,

- b. Any regular bargaining unit employee with prior years of seniority in the department of the vacancy. This includes a regular bargaining unit employee who may be occupying a bargaining unit or non-bargaining unit Project Term position; if none,
- c. Any regular bargaining unit employee with any bargaining unit seniority; if none,
- d. Any non-regular bargaining unit Project Term employee who has accrued bargaining unit seniority in the department of the vacancy. This refers to either an off the street hire into a Project Term bargaining unit position or a non-bargaining unit employee occupying a bargaining unit Project Term position; if none
- e. If none, non-bargaining unit applicants

### **3. Operating Regions**

- a. Through 2/31/17, an employee who has bargaining unit seniority in both Operating Regions shall be eligible to bid on vacancies in both Operating Regions and will have his continuous bargaining unit seniority in the region of the vacancy for which he is applying considered; along with all other bargaining unit applicants from the Operating Region of the vacancy. This Section shall not apply to System Operations vacancies.

Example: Joe has 11 years continuous bargaining unit seniority in the NOR. He successfully bid into a SOR bargaining unit position 4 years ago. A bargaining unit vacancy in which he is interested has been posted in the NOR. Because he has 11 years of bargaining unit seniority in the NOR, his application is considered at the same time as all other NOR applicants. It turns out that there is a NOR bargaining unit employee with the same qualifications as Joe who has 5 years NOR bargaining unit seniority. Joe will be selected for the position because he has 11 years of NOR bargaining unit seniority.

(His 4 years of SOR bargaining unit seniority is not considered at all in this selection.)

b. Through 12/31/17,

If no qualified bargaining unit employee in the Operating Region in which the position exists bids (or no applicant pursuant to 3a of this Article), the position shall be filled in the same manner, with the qualified (pursuant to 2 of this Article) bargaining unit applicant in the other Operating Region being offered the job. A successful bid from the other Operating Region does not effect the location of the posting.

- c. Through 12/31/17, if the above is exhausted without producing a qualified (pursuant to 2 of this Section) applicant, the Company may fill the position from among qualified company- wide applicants or with an external hire, provided one has the necessary qualifications. No outside applicant will be considered for a vacancy in either bargaining unit until all bargaining unit employees who have the necessary qualifications for the job in both Operating Regions have first had the opportunity to bid during the required posting period.
- d. Selection for postings after 1/1/18 shall be made pursuant to this Article and the single seniority list.

#### **4. Effect of Accepting a Bargaining Unit Position in the Other Operating Region**

- i. Through 12/31/17, employees successfully bidding on a bargaining unit position in the other operating region will retain their Company seniority with respect to benefits but will begin to accrue bargaining unit seniority within the new region for purposes of Promotions, Reduction in Forces, Furloughing or Layoffs, upon accepting the position.
- ii. Reductions in Force, furloughs, or layoffs shall be conducted beginning with the least senior employee in the department affected. The Union and the Company recognize that it may be necessary to make exceptions in the application of the foregoing seniority provisions in order to ensure efficient operation of the Company's

business, such as ensuring the appropriate number of 1<sup>st</sup> class Power Technicians and/or Line Workers that provides for safe, reliable, and efficient operations. The Company commits to collaborative discussions with the Union to aid in the Company's decisions regarding the necessary combination of fully qualified and under-class

- workers; however, the final determination, which shall be based on operational needs, including safety, reliability, and efficiency, shall belong to the Company.
- iii. In the event an employee becomes subject to Article XXI, Section 12 (Reduction in Force), she/he shall have no right to bump into the other Operating Region.

### **Section 5. Notice of Acceptance**

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

### **Section 6 Regular Employees Bidding on Project Term Vacancies**

Regular employees may bid on posted Project Term position vacancies. Selection for Term vacancies for work within the bargaining unit shall be by the method defined by Section 2 of this Article. Bargaining unit members may apply for non-bargaining unit Term positions. The Company is under no obligation to select a bargaining unit applicant for a non-bargaining unit Term Position. However, if the Company determines that there is more than one qualified bargaining unit applicant for a non-bargaining unit Term position, and the Company has determined to select one or more of the qualified bargaining unit applicants, the Company shall apply Section 2a in selecting the bargaining unit applicant(s) to fill the position(s). The Company may limit the number of regular employees from any one work location who may be on Term assignment at one time.

### **Section 7. Departmental Seniority**

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

**Section 8. Transfer to New Position**

The Company shall make every effort to expedite the transfer of the affected employee to his new position in order that he not be unduly retained in his current position. However, in the case of a regular employee occupying a Term position, the Company may elect to transfer the affected employee at

any time between the date selected and the end of the Term position. In such cases, the regular employee's wage rate will be the higher of the new position or the Term position.

**Section 9. Failure to Qualify for New Position or Desire to Return to Previous Class of Work**

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

**Section 10. Temporary Assignment**

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

**Section 10a. Temporary Assignment for Temporary Work or to Replace an Absent Employee**

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

**Section 10b. Assignment for Bangor Night Shift Coverage**

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

- i. **Coverage for Leave Scheduled with Less than one (1) Week's Notice:** The call duty workers will be



assigned to cover the Bangor Night shift, with rotation between the two call duty workers when the absence is more than one (1) day.

In any case in which the leave extends into a second week, section 5biii will be applicable.

- ii. **Coverage for Unscheduled Leave of a Week or Less:** The least senior qualified employee will be assigned as overtime from the overtime list.
- iii. **Coverage for Longer Scheduled Absences with one (1) Week's Notice:** The Company will first solicit for volunteers for temporary shift change assignment, and absent volunteers will temporarily assign the least senior qualified employee from the seniority list to a temporary shift change. The assignment shall be for one (1) week, after which the employee drops to the bottom of the rotating list and the next least senior qualified employee is assigned as a temporary shift change.

### **Section 10c. Employees Temporarily Assigned to a Higher Classification of Work**

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

### **Section 11. Job Security**

The Company may determine that the operational need for one or more bargaining unit job classification series is significantly diminishing, and/or that essential functions of a bargaining unit classification should be integrated with another bargaining unit classification series to enhance productivity,

value, or efficiency. In such cases, the Company and Union will negotiate the terms of the transition to other work with the objective of successfully transitioning employees into other work wherever possible.

**Section 11a. Layoffs When Term Employees are Employed in the Same Department**

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

**Section 12. Reduction in Force**

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

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

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

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

**Years of Service at  
Time of Transfer**

**Percentage**

25 or More	100%
20 to 24	95%
15 to 19	85%
10 to 14	75%

iii. Rates established by this schedule will be

considered red-circled rates and will be held without increase until the rate for the retrogressed job equals the red-circled rate. The job offer when made, shall be in writing and shall give a description of the job, its rate of pay and location. Its receipt shall be acknowledged by the

employee, who shall have seven (7) days in which to accept or reject the offer. Unless accepted in writing within seven (7) days of the job offer, the job offer shall be deemed to have been rejected.

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

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

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

### **Section 13. Bumping Rights**

An employee who has been granted bumping rights in accordance with Section 12b may be entitled to displace employees who have less seniority in his department, in any former department, or in any of the entry level positions listed below:

#### **Line Department**

Ground Worker, Apprentice  
Class Equipment Operator, Apprentice

#### **Fleet**

Mechanic 2<sup>nd</sup>

#### **Power System Technical Department Meter Department**

Power Technician, Apprentice      Meter Service Worker, Apprentice

#### **Warehouse**

Apprentice Stock Clerk  
Stock Clerk Helper

#### **Safety Department**

Protective Equipment Tester  
Apprentice

**Customer Service  
Center**

## Customer Service Rep. (12 Months)

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

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

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

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

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

#### **Section 14. Choice of Layoff or Termination**

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

#### **Section 15. Layoff Provision**

An employee who elects layoff status shall be entitled to bid on



vacancies and new positions and shall be subject to recall for a period of two (2) years from the date of displacement from employment. Employees shall draw lots at the time of layoff to determine the order of recall among those with the same

seniority. An employee who is laid off shall leave his address on a card provided for the purpose by the Company. It shall be the employee's responsibility to keep the Company advised of any change of address.

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

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

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

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

#### **Section 16. Termination**

If an employee elects to be terminated, rather than laid off, he shall be entitled to receive one (1) week's pay for each year (calculated to nearest year) of service with the Company; provided, that the total

number of weeks utilized in said computation shall not exceed that number of weeks remaining between the time of termination and the end of the month in which the employee's sixty-fifth (65<sup>th</sup>) birthday occurs.

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

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

**Section 17. Notice of Technological, Operational, or Other Changes Causing Position Elimination**

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

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

**Section 18. Joint Training Committee Purpose**

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

**Section 18a. Makeup of Committee**

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

**Section 18b. Scope**

When convened, the Committee will address training issues, and make recommendations on the following:

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

When convened, the Committee will meet quarterly, or may meet more frequently by mutual agreement.

**Section 18c. Written Recommendations**

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

**ARTICLE XXII  
TERM  
POSITIONS**

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

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

**Section 1a. Duration**

The duration of a Term Employee's work assignment shall not exceed

nine (9) months for a Short Term Employee or thirty-six (36) months for a Project Term Employee unless circumstances otherwise dictate, and then only by consent of the Local Union.

### **Section 1b. Right to Release**

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

### **Section 1c. Probationary Period**

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

### **Section 1d. Seniority**

- i. **Bargaining unit seniority:** Term employees accrue bargaining unit seniority while in their Term position.
- ii. **Seniority When Bidding into Regular Position:** A Term employee who is hired into a regular bargaining unit position shall have a company seniority date of the original date of hire for all wage and benefit purposes.
- iii. **Seniority over multiple Terms:** Bargaining unit seniority date will carry forward over multiple Term assignments if the break in service between each Term employment is not greater than twelve



(12) months. (Example: If a term employee works for nine months, then three months later comes back and works for eight months, a total of seventeen (17) months of seniority is accrued)

**Section 1e. Hours of Work**

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

### **Section 1f. Overtime**

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

### **Section 1g. Wages**

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

### **Section 1h. Benefits**

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

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

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

nine (9) month seasonal periods. Seasonal periods may differ from year to year.

**Section 1j. Maximum number of Term employees:**

The number of Term Employees employed in the bargaining unit shall not exceed twenty-five (25) at any one time. This total excludes Project Term employees hired to backfill a position for a regular employee who has accepted a Project Term position in or out of the bargaining unit.

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

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

**Section 2a. Rights to Bid**

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

**Section 2b. Wages**

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

**Section 2c. Applicability of Terms of Agreement**

The employee will continue to be represented by the Local Union and covered by the terms and conditions of this Agreement, including when selected for a position outside of the bargaining unit, except:

- i. In the event the holiday schedule of the Term position differs from the employee's bargaining

unit holiday schedule in his regular position, the Term position holiday schedule shall apply;

- ii. The overtime structure of the Term position shall apply.

The Company and Local Union agree that the selection of a bargaining unit employee for a Term position in a department or classification not listed in Article II (Recognition of Local Union) of this Agreement, or service in such a position, shall not affect the existing scope of recognition defined by that Article.

**Section 2d. Impact on Overtime and Operational Needs**

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

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

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

**Section 2f. Seniority**

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

**Section 2g. Right of Return**

- i. A regular employee in a Term position may request return to his previous classification of work at any time within forty-five (45) calendar days of beginning work in the Term position. The Company will return the employee to their previous classification of work within forty-five (45) calendar days of the employee's request.
- ii. The Company may release a regular employee from a Term position for any reason. Upon completion of the Term, or if released from the Term position before the completion of the Term, a regular employee will be returned to their

regular position at the wage rate then in effect under the terms of the Agreement. In the case of an employee who desires to return to his previous class

of work, the Company will determine based on operational need the appropriate time to do so.

**Section 2h. Backfilling**

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

**ARTICLE XXIII  
MILITARY  
SERVICE**

**Section 1. Re-employment Rights**

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

**Section 2. National Guard/Reservist Duty**

Employees who are members of military reserve units will be granted



time off following presentation to HR of documentation of military training orders to participate in annual training. Employees will be reimbursed for the difference between their regular weekly compensation and any compensation

paid by their Reserve or National Guard Unit for up to two (2) weeks in any calendar year upon presentation of the employee's National Guard/Reservist earnings statements covering the time off. National Guard/Reservists whose commitments extend for more than two (2) weeks in any calendar year may elect to use vacation time or leave without pay during mandatory National Guard/Reservist training.

## **ARTICLE XXIV SUSPENSION AND DISCHARGE**

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

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

### **Section 1. Definition**

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

### **Section 2. Resolution at Lowest Possible Level**

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

supervisor.

**Section 3. Grievance Filing Timeline**

To be considered by the Company, a written grievance must be filed with the Labor Relations Officer within sixty (60) calendar days following the

occurrence giving rise to the dispute, or within sixty (60) calendar days of the date the Union knew or should have known of the occurrence giving rise to the dispute.

#### **Section 4. Required Content of Filed Grievance**

A grievance must be written and contain the following:

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

#### **Section 5. Grievance Meeting**

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

#### **Section 6. Company Response to Grievance**

The Company shall respond in writing to the written grievance within thirty

(30) calendar days of the date the grievance was received by the Labor Relations Officer. Failure by the Company to respond in

writing within thirty

(30) calendar days of receipt of the grievance by the Labor Relations Officer will be deemed to be an admission of the validity of said grievance.

**Section 7. Post Grievance Denial Resolution**

The Company and Union are committed to resolving grievances without invoking arbitration where possible. To ensure the opportunity to actively engage in grievance resolution between the Company and Union, in the event the grievance is denied, the Company and Union shall have up to thirty (30) calendar days from the date the written grievance denial to attempt to resolve the grievance.

**Section 8. Request for Arbitration**

The Union may request arbitration by written demand to the Company at any time following the date of the Company's written grievance response through the 45th calendar day of the date of the written denial.

**Section 9. Selection of Arbitrator**

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

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

**Section 10. Arbitrator's Scope**

The arbitrator shall proceed promptly to conduct such hearings or other proceedings as may be necessary to resolve the dispute. The

arbitrator shall interpret and apply this Agreement as necessary to resolve the dispute, and may award an appropriate remedy, but may not change, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be issued in writing and signed by the arbitrator, and such decision shall be final

and binding on the Company, the Local Union, and bargaining unit members subject only to rights of appeal as allowed by law.

**Section 11. Arbitration Costs**

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

**Section 12. Timeline Extensions**

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

**Section 13. Other Discussions**

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

**ARTICLE  
XXVI  
MANAGEMENT  
NT**

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

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



Local Union of Company intent when any regular work is to be discontinued and the reason for the discontinuance.

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

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

### **Section 3. No Discrimination**

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

### **Section 4. Use of Alcohol and Scheduled Drugs**

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

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

employee's immediate supervisor.

## **Section 5. Performance Appraisals**

- a. Customer Service Representatives will continue to participate in the Company's performance appraisal process.
- b. The Performance Appraisal is intended to assist employees in understanding their respective job expectations, responsibilities and goals; improve job performance and communication; measure and enhance individual performance; recognize and acknowledge employee contributions; and aid in supporting employees' professional development. The appraisal process also ensures open discussion of issues that are potential performance concerns. The Performance Appraisal is non-disciplinary in nature and shall not be used to impact compensation.
- c. Performance expectations, responsibilities and goals upon which the appraisals are based shall be directly related to the essential functions detailed in the employee's job description. The Union may review the performance expectations, responsibilities and goals established for the employee. The Performance Appraisal, including the performance goals, is not subject to Article XXV (Disputes, Grievances, and Arbitration) of the main agreement, and will not be used by either the Company or the Union in any disciplinary action toward the employee.
- d. The Performance Appraisal is a communication tool. As such, its content can be referenced by either party to support the respective parties' position that communication on a particular expectation was or was not made during the Appraisal discussions.

**ARTICLE XXVII  
ACCIDENTAL  
INJURIES**

The Company agrees to pay an employee entitled to the benefits of

this contract who is totally incapacitated for work under such circumstances as entitle the employee to the benefits provided in “The Maine Workers’ Compensation Act” as amended, the difference between the payments therein provided for such incapacity and the employee’s base weekly wage or salary, for a total number of weeks equal to the number of years such employee has been in the continuous services of the Company dating from the employee’s

latest employment. In no case, however, shall the number of weeks be less than seven (7). In all cases where payments made to the employee for such incapacity under “The Workers’ Compensation Act” are discontinued in accordance with the Act, all obligations of the Company arising under this Section of this Agreement shall thereupon cease unless the discontinued benefits are reinstated by the Maine Workers’ Compensation Board, the Law Court or agreement of the parties.

## **ARTICLE XXVIII SAFETY**

### **Section 1. Reasonable Regulations**

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

### **Section 2. Employee Working Alone Safeguard**

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

### **Section 3. Personal Protective Equipment Allowance**

Effective 12/28/15, Field Operations bargaining unit employees will be entitled to \$250 annually, payable by the first pay period in February of each year for personal protective equipment not otherwise directly provided, such as boots and undergarments.

**ARTICLE XXIX**  
**UNSUITABLE WEATHER**  
**CONDITIONS**

**Section 1. Work During Periods of Inclement Weather**

Except during System Emergencies, or in cases of emergencies and/or power restoration, employees of the Line and Power System Technical Departments generally will not be required to work outdoors during inclement weather.

For purposes of this Article, inclement weather shall be defined as excessive snow or rain conditions, or at actual or wind chill temperatures of zero degrees Fahrenheit or below. Wind chill shall be defined as follows: when the temperature is between zero degrees Fahrenheit and + 15 degrees Fahrenheit with sustained wind speeds of 20 miles per hour or greater, the wind speed shall be factored in to determine the “wind chill” temperature. It is to be expected that reasonable work activities may be assigned and performed during periods of inclement weather less severe than mentioned above.

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

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



**ARTICLE XXX**  
**RETROGRESSION OF**  
**PARTIALLY**  
**INCAPACITATED EMPLOYEES**

**Section 1.           Retrogression**

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

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

**Section 1a.           Duration of Assignment**

An assignment made under this Article shall continue until the employee's normal retirement date, provided that he remains qualified to perform the duties required of his reassigned job classification and provided such job is not eliminated by the Company. During the period of assignment made under this Article, employees shall be paid at the maximum rate for the classification to which they are assigned, except that employees who have completed ten

(10) or more years of continuous service at the time of assignment shall be paid not less than the percentage of their former rates indicated below, such percentage to remain the same for the balance of each employee's active employment.

**Section 1b.           Wage Rates**

A retrogressed employee's wage rate will increase with increases applicable to the job classification into which the employee is retrogressed. Subject to the restrictions imposed by this Article

relating to the availability of a job opening and the ability of the employee to perform the job, an employee suffering an occupational disability resulting from injury or sickness contracted in the course of employment, shall have the option of a rate determined in

accordance with the following table or such compensation as may be determined by the operation of the applicable workers' compensation law.

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

### **Section 1c. Examinations**

The Company may require an employee to have an examination by a Company appointed physician at any time to determine the nature and level of the employee's incapacity for the purpose of this Article. The Company shall bear the cost of this examination. Should the finding of the employee's physician be in conflict with the finding of the Company appointed physician, then the parties shall mutually select a third impartial physician, whose cost will be equally divided amongst the parties, whose finding shall be final and binding and not subject to grievance.

### **Section 2. Excluded Incapacity**

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

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

### **Section 3. Notice**

It is understood and agreed that the Company shall notify the Union

in writing when an employee becomes eligible for work assignments which may be made under the terms and conditions of this Article.

**ARTICLE XXXI  
MEALS AND  
LODGING**

**Section 1. Assignments requiring overnight stay**

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

**Section 1a. Transport**

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

**Section 2. Overnight Stay Meal Per Diem**

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

**Section 3. Lodging**

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

While division employees (other than traveling crews) are not normally required to stay overnight, they may be required to do so, to work on

emergency problems, when traveling crews are engaged in other than routine work and are not available to perform such emergency work.

**Section 4. Unplanned Overtime**

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

**Section 5. Planned Overtime and Extension of Normal Days**

Where work is performed on an overtime basis before breakfast on any normal scheduled work day, or on Saturdays, Sundays, Holidays or other days off, the Company will provide the employee with breakfast, (in accordance with the entitlement set forth in Section 1) unless the employee is returned to his division headquarters at or before one and one half (1 ½) hours of his regular reporting time. Where overtime starts at the employee's regular reporting time, the employee will provide his own breakfast.

**Section 6. Reimbursement**

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

**Section 7. Meal Rates**

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

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

**Section 8.           Work on Normal Day  
Off**

Where work is performed on the employee's normal day off, the Company will provide the employee with his dinner unless the job is completed and he is returned to his headquarters at or before normal meal time. The Company



may, however, under unusual circumstances, request the employee to provide his own dinner and in that event, the employee will be reimbursed in the amount of the established Dinner rate.

### **Section 9. Employee Not Returned to Division**

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

### **Section 10. Meal Times**

The normal meal times shall be as follows:

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

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

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

### **Section 11. Customer Service**

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

Effective 12/28/15:

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**Section 1.** The following articles and specific sections of the **June 1, 2022-June 30, 2024** collective bargaining agreement **are not applicable** to the System Operators unless specifically stated to be applicable:

- o Article V (Hours and Wages): is not applicable except for Section 7a (Direct Deposit).
- o Article VI (Overtime) is not applicable except for Section 15 (Overnight Stay Premium), 16 (Off Duty Travel) and 17 (Working more than 16 consecutive hours).
- o Article XV (Holidays) is not applicable.
- o Article XVI, Section 5 is not applicable
- o Article XXI (Promotions) is applicable, except for Section 5b (Bangor Night Shift), and Section 5c (Employees Temporarily Assigned to a Higher Classification of Work)
- o Appendix B (Joint Agreement on the Integration of Electrical and Meter Technical Department) is not applicable.

All remaining articles of the **June 1, 2022-June 30, 2024 collective bargaining agreement** in their entirety are applicable to the System Operators. This Article sets forth additional terms and conditions applicable to System Operators.

## **Section 2. Work Schedule and Extra Hours**

- a. System Operator work schedules shall be comprised of twelve hour shifts plus a shift turn-over of up thirty minutes. All hours worked, including regular, shift turnover time (30 minutes minimum), extra hours, system emergency time etc., over 2142 hours in a pay year will be compensated at the rate of time and one half of the Operator's calculated hourly rate. Shift turnovers shall be rounded to at a minimum of at least 30 minutes.

Example: #1. Operator works 22 minute shift turnover will be credited with 30 minutes towards the 2142.

Example: #2. Operator works 1.5 hours beyond his regular shift will be credited with 1.5 towards the 2142.

- b. New hires, retirees, or employees leaving the department, or company will have their work hours prorated accordingly.

- c. A D3 or Training Week Operator covering vacation of another System Operator under this Section will have the shift turnover scheduled as a part of his regular schedule to work a twelve hour shift with up to a thirty minute shift turnover. Shift turnover in this event will not count as extra hours. Hours in excess of any regularly scheduled days will be counted towards the 2142.
- d. NERC training hours which exceed the hours referenced under Section 13, Section 3 will not count as extra hours.
- e. Adjustments to the current schedule will be made as needed, as determined by the Company, for staffing level changes. All adjustments to the schedule will be discussed in advance with the System Operators. The Company agrees to accommodate the interests of the Operators to the best of its ability, based on operational needs. Final determination as to adjustments to the annual shift rotation schedule will be made by the Supervisor.
- f. In the event that the Company has a demonstrated operational need, other than staffing levels, that requires adjustment to the annual shift rotation schedule, the Company will promptly notify the Union. Any such change shall be subject to the Grievance and Arbitration provisions of this Agreement.

### **Section 3                      Notice of Change in Scheduled Work Hours**

- a. **Change in Scheduled Work Hours Due to Planned Events**  
When a change to a System Operator's regular schedule is required due to planned system events, employee planned absences, training, or other planned event, the System Operator shall be notified at least 24 hours in advance of the change.

b. Change in Scheduled Work Hours Due to Unplanned Events  
When a change to a System Operator's regular schedule is required due to unplanned system events, unplanned employee absences, or other unplanned

event, the Supervisor of System Operations will make every effort to provide notice as far in advance of the schedule change as possible.

- c. A D3 or Training Week Operator covering for vacation of another System Operator under this Section will be scheduled as a part of his regular schedule to work a twelve hour shift with up to a thirty minute shift turnover. The one half hour worked for shift turnover is not counted as extra hours. Hours in excess of any regularly scheduled days will be counted towards the 2142.

#### **Section 4. Coverage by Spare (D3) and Training Week Operator:**

- a. When making assignments to provide coverage for Operators absent due to scheduled vacation, and/or absences from work due to employee illness or injury or other approved leaves of absence, and for coverage for System Emergencies and planned events, the Supervisor of System Operations will first assign the System Operator working the D3/Spare week, when available. The D3/Spare Operator will not be assigned or required to cover more than 48 hours during his D3/Spare week except in the case of System Emergencies.
- b. If the D3/Spare Operator is not available, the Supervisor will then assign the Training Week Operator to cover such shifts.
- c. The Training Week Operator will not be assigned or required to cover more than his normal scheduled number of hours except in the case of System Emergencies. Except by mutual agreement, the Training Week Operator will not be required to work night shifts or weekends.

#### **Section 5. Flexible Work Hours during D3 and Training weeks**

System Operators may, with approval from the Supervisor of System Operations, move their D3/Spare and Training week hours within their scheduled working week or move or reschedule either week to their scheduled week off provided that they are not scheduled to cover shifts for another System

Operator or are not needed to work specific hours during their scheduled D3/Spare or Training week, as determined by the Supervisor of System Operations.

## **Section 6. Shift Swaps**

System Operators may swap shifts with other qualified System Operators, provided however, that any such swap in shift assignment does not result in any increased cost to the Company or interfere with the operational needs of System Operations as determined by the Systems Operations Supervisor or his designee. The responsibility for the coverage in Shift Swaps falls to the employee who took the shift, and is no longer the responsibility of the employee originally scheduled.

## **Section 7. Rest**

- a. Due to the nature of work performed at System Operations and the nature of shift work, every effort shall be made to avoid interrupting the normal rest schedule of any System Operator except in unforeseeable operational emergencies requiring immediate action.
- b. Except in unforeseeable operational emergencies, no System Operator shall be required or scheduled to work more than four (4) consecutive twelve (12) hour day shifts without agreement between the System Operator and the Supervisor of System Operations.
- c. Except for System Operations' unforeseeable operational emergencies, no System Operator shall be required or scheduled to work during the 48 hours immediately following completion of a "night stretch" of two (2) or more consecutive night shifts without agreement between the System Operator and the Supervisor of System Operations.
- d. Except in unforeseeable operational emergencies requiring immediate action, no System Operator shall be required or



scheduled to work more than four (4) consecutive night shifts without agreement between the System Operator and the Supervisor of System Operations.

- e. Except for attendance at required staff meetings scheduled by the Supervisor of System Operations, no System Operator shall be required or scheduled to work extra hours on any day in which he is schedule to work a night shift for any reason other than system emergencies without prior agreement between the System Operator and the Supervisor of System Operations. No staff meetings will be scheduled more than one (1) hour prior to the start of the night shift.

## **Section 8. Supervisors Performing Bargaining Unit Work**

- a. In the event of an emergency, including, but not limited to, avoiding interruption of necessary service, ensuring the safety of customers, employees, and equipment, or as otherwise determined by the Company, that is not expected to last more than 60 minutes, the SO qualified Supervisor, or qualified designee, having been qualified on the system and attained the minimum level of Operator "C", may perform any work within the job description of the System Operator. For any emergency that will require more than 60 minutes, the SO Supervisor or his designee may fill in until a System Operator can be secured.
- b. In the event the SO Supervisor, or designee, performs bargaining unit work under this Section, the Company shall provide notice to the Union regarding the events warranting such action.
- c. Prior to filing a grievance on any perceived violation of Section 8, the System Operator Steward and the Supervisor of System Operations will meet to discuss the basis for the Supervisor's assessment that the work was necessary to perform pursuant to Section 8. Both the Steward and Supervisor will document the information shared in the discussion and provide both to Labor Relations, which shall share all information with the Local Union for further discussion.

## **Section 9. Holidays**

- a. On January 1 of each year, each System Operator will be credited with eighty eight (88) hours of holiday time, which will be added to the employee's holiday/vacation balance. These hours are credited as replacement time off for the actual day of the holiday. Hours off are to be scheduled with written approval of the SO Supervisor, or designee.

Email approval by the SO Supervisor shall be considered written approval.

- b. The first eighty-eight (88) hours of scheduled holiday/vacation taken during the calendar year will be deducted from the hours of the credited holiday allotment of that year pursuant to subsection (a) of this Section. Holiday hours will not be carried over year to year.
- c. The Company shall grant employees' written requests for leave using holiday hours during the calendar year in which they are credited with the hours. Scheduling shall be by mutual agreement based on operational need, as determined by the Supervisor.
- d. Any employee whose written requests for leave using holiday hours is denied by the Supervisor of System Operations such that the employee cannot use the leave in the year it was credited shall have their holiday leave hours paid at their regular hourly rate of pay based on their annualized salary. Any such holiday pay shall be paid following the end of the year in which the hours were credited.
- e. New employees will be credited on their date of hire with eight (8) hours for each of the holidays remaining in the calendar year of their date of hire. Holiday hours will be pro-rated for retiring or terminating employees based on their date of hire or last date of employment.

## **Section 10. Meals at System Operations Center**

- a. During a declared system emergency when it becomes necessary to call- in off-duty System Operators or require on-duty System Operators to perform work outside their regularly scheduled work period, the Company shall provide meals/food in the System Operations Center in the same manner as it does in the Customer Service Center.

- b. If a System Operator(s) is required to start or stay more than one and one-half hours before or beyond their regularly scheduled workday, the employee shall be eligible to procure a meal at the rates in accordance of the entitlement set forth in the CBA under Article XXXI Section

Reimbursement up to the full amount of the entitlement shall be made through the expense reimbursement process.

- c. System Operations staff meetings are excluded from meals reimbursement; however, the Company will provide food for the meetings.

## **Section 11. Performance Appraisal**

- a. The System Operators will continue to participate in the Company's Performance Appraisal process. The Performance Appraisal is intended to assist employees in understanding their respective job expectations, responsibilities and goals; improve job performance and communication; measure and enhance individual performance; recognize and acknowledge employee contributions; and aid in supporting employees' professional development. The appraisal process also ensures open discussion of issues that are potential performance concerns. The Performance Appraisal is non-disciplinary in nature and shall not be used to impact compensation.
- b. Performance expectations, responsibilities and goals upon which the appraisals are based shall be directly related to the essential functions detailed in the System Operator job description. The Union may review the performance expectations, responsibilities and goals established for the System Operators. The Performance Appraisal, including the performance goals, is not subject to Article XXV (Disputes, Grievances, and Arbitration) of the main agreement, and will not be used by either the Company or the Union in any disciplinary action toward the employee.
- c. The Performance Appraisal is a communication tool. As such, its content can be referenced by either party to support the respective parties' position that communication on a particular expectation was or was not made during the Appraisal

discussions.

## **Section 12.      Bumping**

A System Operator who has been granted bumping rights in accordance with Article XXI, Section 13 may be entitled to displace employees who have less seniority in his department, or in any former department.

### **Section 13. SO Wages**

#### **1. Annual SO Salaries:**

Effective 6/1/22:

<b>SYSTEM OPERATIONS</b>	<b>6/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
<b>SO-A (NERC)</b>	<b>\$113,143.50</b>	<b>\$116,537.81</b>	<b>\$120,033.94</b>
<b>SO-B</b>	<b>\$107,485.56</b>	<b>\$110,710.13</b>	<b>\$114,031.43</b>
<b>SO-C</b>	<b>\$96,171.72</b>	<b>\$99,056.87</b>	<b>\$102,028.58</b>
<b>SO-D</b>	<b>\$84,857.88</b>	<b>\$87,403.62</b>	<b>\$90,025.72</b>

- a. "System Operators A" are those System Operators who are NERC Certified.
- b. "System Operators B" are those System Operators progressed based on successful performance after at least twelve months at SO-C level. After six months experience at the SO-B level, upon request from the System Operator the Company will obtain NERC Certification training materials for his use.
- c. "System Operators C" are those System Operators who are qualified to work on their own shift. The System Operator C will progress to System Operator B no sooner than twelve (12) months and no later than eighteen (18) months from progression to "System Operator C" based on successful performance as determined by the Supervisor of System Operations.
- d. System Operators D" are those newly hired into System Operations. The SO-D is eligible to progress to SO-C as determined by the Supervisor of System Operations.

Any Operator hired prior to July 1, 2015 shall be grandfathered and



allowed to take NERC training at any time in their progression.

2. SO-A's are required to maintain NERC certification. Upon loss of certification, the affected employee shall notify the SO Supervisor, and

thereafter will be considered a System Operator B and compensated pursuant to the above schedule.

3. An employee training for the first time to obtain NERC certification shall have all the training course and testing costs paid for by the Company. Approved training time shall be 216 training hours for NERC Certification and 108 training hours for recertification. Extra hours above those numbers shall not be approved or compensated. The Company shall schedule NERC certification and recertification training time either during the employee's regular shift or during extra hours as determined by the Company. The Company will attempt to schedule NERC training in conjunction with the yearly schedule. If NERC training is not scheduled, in conjunction with the yearly schedule. Operators will be allowed to begin training any time after July 1 of the schedule year. The company will pay for the cost of NERC re- certification credits for certified System Operators. The Operator will progress to the NERC rate upon successful completion of the NERC test. Any required travel will be done on company time, including on extra hours' time.
4. An employee who obtains but subsequently loses certification will bear the cost of retraining.
5. In the event that the Company becomes registered as a NERC entity that requires System Operators to obtain NERC certification, each System Operator shall be required to obtain NERC Certification within the NERC required time.

#### **Section 14. Standby**

- a. Non-System Emergency Stand by

Whenever the Company determines it is necessary to secure supplemental Standby Workers, including for planned events, selection of such Supplemental Standby Workers shall first be by volunteers in order of the D3/Spare Operator, the Training Operator, the Off Week Operator, and then to any other available System Operator on a fair and equitable basis. Absent

volunteers from these Operators, the Company may assign employees to supplemental Standby, with such assignments being made first to the D3/Spare Operator if available, then to the

Training Operator if available, then to the Off Week Operator if available, and then to any other available System Operator on a fair and equitable basis. In making such assignments, the Company shall provide the employee to be assigned a minimum 24-hour notice of such assignment.

b. System Emergency Standby

Whenever a System Emergency is declared, assignment of Standby shall first be by volunteers in order of the D3/Spare Operator, the Training Operator, the Off Week Operator and then to any other available System Operator on a fair and equitable basis. Absent volunteers from these Operators, the Company may assign employees to supplemental Standby, with such assignments being made first to the D3/Spare Operator if available, then to the Training Operator if available, then to the Off Week Operator and then to any other available System Operator on a fair and equitable basis. The Company will use its best efforts to give as much advance notice as possible.

c. 24 hour Standby Premium

An employee placed on Standby outside their regularly scheduled shift rotation standby shall receive a premium payment of \$200.00. If required to return to the workplace, the Standby Operator shall be compensated under the applicable terms defined in Section 2 of this Article.

**Section 15. Attendance at System Operations Staff meetings**

System Operators are required to attend mandatory scheduled quarterly staff meetings, plus at least two additionally scheduled staff meetings, one of which will be the Safety Training Day (if scheduled) during the calendar year unless on approved holiday/vacation leave or sick leave.

**Section 16. Pre-Qualified Bargaining Unit Employees**

**Versant Power** employees, including regular bargaining unit

employees selected pursuant to Article XXII, Section 2 for posted System Operator Project Term Positions, who have at least six months direct experience in **Versant Power** System Operations shall be considered “pre-qualified” and

shall be selected ahead of more senior non pre-qualified bargaining unit members.

All pre-qualified employees will be required to take annual refresher training, if provided by the company, to remain eligible. In the event training is not offered, the pre-qualified employees will remain eligible until such training is provided. If refresher training is provided and a pre-qualified employee elects not to participate, pre-qualification shall be lost.

Any refresher training will be offered on company time.

Selection for posted SO positions will be to the pre-qualified applicant with the most bargaining unit seniority. If no pre-qualified applicants apply, the posting requirements for System Operations positions shall be conducted under Article XXI (Posting, Promotions, Furloughs, and Termination Pay).

During the transition phase to a single control center, System Operation Supervisors may provide and assist in training activities, including hands on demonstration.

## **Section 17. System Emergencies**

During a declared System Emergency, a System Operator called in outside his regular schedule will be compensated at the time and one-half rate for all hours worked outside his regular schedule during the System Emergency. For a System Operator already scheduled to work during a declared System Emergency, in the event the employee is assigned to extend his work day outside of his regularly scheduled hours, those hours shall be paid at the time and one-half rate. Additionally, hours worked in a System Emergency are counted in hours worked under Section 2 of this Article.

## **ARTICLE XXXIII TOOLS AND EQUIPMENT**

### **Section 1. Company Provided Tools and Equipment**

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

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

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

### **Section 2. Tool Allowance**

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

### **Section 3: Stock Clerks**

Effective 12/28/15, **Versant Power** will make a one-time purchase of a winter coat and winter overall (and replace when worn or damaged) for each Stock Clerk.

## **ARTICLE XXXIV SEPARABILITY PROVISION**

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

## **ARTICLE XXXV TERMINATIONS OR AMENDMENTS**



## **Section 1.           Term of Agreement**

The term of this Agreement shall commence as of the first day of **June 1, 2022 and shall continue until June 30, 2024** at the expiration whereof the term shall automatically continue for a period of one (1) year and so on for like one-year periods unless terminated in accordance with the provision of any of the following articles:

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

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

Article C On the last day of **June 2024** or on the last day of June any year thereafter by a written notice from either party to the other at least sixty (60) days prior to such date of termination.

## **Section 2. Amendments**

Amendments mutually agreed upon shall become effective on the first day of July following the submission of such amendments unless the parties hereto agree to a different effective date, provided neither party terminates this Agreement in the manner herein set forth. In the event that the parties fail to agree upon a disposition of all amendments proposed as aforesaid before the **first day of July 2024** (or the first day of July of any year thereafter), those not agreed upon shall be disposed of in the manner providing for the settlement of disputes under Article XXV (Disputes, Grievances, and Arbitrations) herein, provided however, that this shall not be construed to prevent the absolute termination of this **Agreement on the last of June 2024** or the last day of June in any year thereafter as provided in Article C of Section 1.

**ARTICLE XXXVI  
NOTICES AND  
REQUESTS**

Except where specifically provided otherwise herein, or as otherwise required by law, all notices and requests shall be sent via U.S. mail or by email by the Company to: Business Manager, IBEW Local 1837, 16 Old Winthrop Road, P.O. Box 457, Manchester, Maine 04351, or by the Local Union to Labor Relations Officer, **Versant Power**, 21 Telecom Drive, P.O. Box 932, Bangor, Maine 04402-0932 provided, however, that either party hereto shall give notice of different address at least five (5) days before any such notice of request is mailed.

**ARTICLE XXXVIII  
NO STRIKES OR LOCKOUTS**

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

**ARTICLE XXXVIII  
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 June 1, 2022 to June 30, 2024 Agreement between the Company and the Union shall be as provided herein,

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

For  
Versant Power

For  
Versant Power

By:   
\_\_\_\_\_

John Flynn  
President

By:   
\_\_\_\_\_

\_\_\_\_\_

Melissa Scott  
Director, Human Resources

For the  
EMPLOYEES OF VERSANT POWER AND  
LOCAL 1837 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

By: Tony Saponza  
Tony Saponza Business Manager

By: Renee Gilman  
Renee Gilman  
Assistant Business Manager

**APPENDIX A  
SCHEDULE OF  
WAGES  
Effective through June 30, 2024**

**Section 1. Schedule of Wages**

Wherever the reference to “(6 mo.)” is seen in a job classification pay rate level, the Company and Union agree it refers to the wage rate for new hires who are not at the time of the job offer Versant Power employees.

LINE DEPARTMENT	1/1/2022	6/1/2022	1/1/2023	1/1/2024
District Line Crew Leader	\$43.01	\$50.07	\$51.57	\$53.12
Lead Line Worker	\$40.70	\$48.61	\$50.07	\$51.57
Line Worker, 1st Class	\$37.75	\$44.15	\$45.47	\$46.84
Night Line Worker, Bangor Division	\$39.30	45.96	\$47.34	\$48.76
Line Worker, 2nd Class (+)	\$35.54	\$36.25	\$37.34	\$38.46
Line Worker, 2nd Class	\$33.40	\$34.07	\$35.09	\$36.14
Line Worker, Apprentice (+)	\$32.01	\$32.65	\$33.63	\$34.64
Line Worker, Apprentice	\$30.74	\$31.35	\$32.30	\$33.26
Ground Worker	\$28.96	\$29.54	\$30.43	\$31.34
Ground Worker, Apprentice (6 Mo.)	\$20.68	\$21.09	\$21.73	\$22.38
Equipment Operator, 1st Class	\$34.61	\$35.30	\$36.36	\$37.45
Equipment Operator, 2nd Class	\$31.73	\$32.36	\$33.34	\$34.34
Equipment Operator, Apprentice	\$29.38	\$29.97	\$30.87	\$31.79
Equipment Operator, Apprentice (6 Mo.)	\$25.90	\$26.42	\$27.21	\$28.03
Digger Derick Operator	\$37.75	\$38.51	\$39.66	\$40.85

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

METER	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Meter Service Worker I	\$33.63	\$34.30	\$35.33	\$36.39
Meter Service Worker II	\$29.77	\$30.37	\$31.28	\$32.21
Meter Service Worker III	\$27.53	\$28.08	\$28.92	\$29.79





<b>POWER SYSTEM TECHNICAL DEPARTMENT</b>	<b>1/1/2022</b>	<b>6/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
<b>Power Technician Lead Worker</b>	\$40.70	\$48.61	\$50.07	\$51.57
<b>Power Technician A+*</b>	\$39.29	\$45.95	\$47.33	\$48.75
<b>Power Technician 1st Class+</b>	\$38.95	\$45.55	\$46.92	\$48.32
<b>Power Technician 1st Class</b>	\$37.75	\$44.15	\$45.47	\$46.84
<b>Power Technician 2nd Class +</b>	\$36.60	\$37.33	\$38.45	\$39.61
<b>Power Technician 2nd Class</b>	\$35.54	\$36.25	\$37.34	\$38.46
<b>Power Technician 3rd Class+</b>	\$33.38	\$34.05	\$35.07	\$36.12
<b>Power Technician 3rd Class</b>	\$32.00	\$32.64	\$33.62	\$34.63
<b>Power Technician Apprentice</b>	\$30.76	\$31.38	\$32.32	\$33.29
<b>Power Technician Apprentice (6 Mo.)</b>	\$25.56	\$26.07	\$26.85	\$27.66
<b>Electro-Mechanical Worker, 1st Class (+)</b>	\$39.80	\$40.60	\$41.81	\$43.07
<b>Electro-Mechanical Worker, 1st Class</b>	\$37.22	\$37.96	\$39.10	\$40.28
<b>Electro-Mechanical Worker, 2nd Class (+)</b>	\$36.30	\$37.03	\$38.14	\$39.28
<b>Electro-Mechanical Worker, 2nd Class</b>	\$35.84	\$36.56	\$37.65	\$38.78
<b>Electro-Mechanical Worker, 3rd Class</b>	\$34.28	\$34.97	\$36.01	\$37.10
<b>Power System Tech Utility Worker</b>	\$33.63	\$34.30	\$35.33	\$36.39

\*Applicant’s qualification for advancement to this position shall be determined by achieving the equivalent rating of 1<sup>st</sup> Class in the Meter Tech & Power Tech series.

<b>METER TECHNICAL</b>	<b>1/1/2022</b>	<b>6/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
<b>Meter Technician +</b>	\$37.12	\$37.86	\$39.00	\$40.17
<b>Meter Tester &amp; Installer 1st Class +</b>	\$36.08	\$36.80	\$37.91	\$39.04
<b>Meter Tester &amp; Installer 2nd Class +</b>	\$33.63	\$34.30	\$35.33	\$36.39
<b>Meter Tester &amp; Installer 3rd Class +</b>	\$29.87	\$30.47	\$31.38	\$32.32
<b>Meter Shop Tester</b>	\$30.96	\$31.58	\$32.53	\$33.50

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

The Meter Technical Department shall continue as a department for the purposes of determining department seniority and contractual rights for employees in the Meter Technician classification as long as there are employees in that

classification. Effective with the date that there are no employees remaining in a Meter Technical Department classification, the Meter Technical Department shall cease to exist.

FLEET	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Lead Working Mechanic	\$37.81	\$38.57	\$39.72	\$40.91
Mechanic, 1st Class (Nights)	\$36.40	\$37.13	\$38.24	\$39.39
Mechanic, 1st Class (Day)	\$35.21	\$35.91	\$36.99	\$38.10
Mechanic, 2nd Class (Nights)	\$34.17	\$34.85	\$35.90	\$36.98
Mechanic, 2nd Class (Day)	\$32.64	\$33.29	\$34.29	\$35.32
Fleet Maintenance Utility Worker	\$23.45	\$23.92	\$24.64	\$25.38
Fleet Maintenance Utility Worker (6 Mos)	\$20.69	\$21.10	\$21.74	\$22.39

WAREHOUSE	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Stock Clerk	\$26.55	\$27.08	\$27.89	\$28.73
App. Stock Clerk	\$22.42	\$22.87	\$23.55	\$24.26
App. Stock Clerk (6 mos)	\$19.43	\$19.82	\$20.41	\$21.03

FACILITY MANAGEMENT	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Operations Center Custodian	\$16.84	\$17.18	\$17.69	\$18.22

SAFETY LAB	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Protective Equipment Tester, 1st Class	\$36.08	\$36.80	\$37.91	\$39.04
Protective Equipment Tester, 2nd Class	\$32.54	\$33.19	\$34.19	\$35.21
Protective Equipment Tester, Apprentice	\$20.69	\$21.10	\$21.74	\$22.39

CUSTOMER SERVICE CENTER	1/1/2022	6/1/2022	1/1/2023	1/1/2024
Entry Level (0-1YR)	\$17.64	\$21.50	\$22.15	\$22.81
Level 1 (1-3 YR)	INTERMEDIATE (2-3 YR) \$20.96	\$24.00	\$24.72	\$25.46
Level 2 (3-5 YR)	CSR (4-5 YR) \$21.31	\$26.00	\$26.78	\$27.58
Level 3 (5 Yr+)	SENIOR CSR (11 YR) \$23.68	\$28.50	\$29.36	\$30.24
Lead CSR	\$28.92	\$31.50	\$32.45	\$33.42

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

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

SYSTEM OPERATIONS	1/1/2022	6/1/2022	1/1/2023	1/1/2024
SO-A (NERC)	\$110,925	\$113,143.50	\$116,537.81	\$120,033.94
SO-B	\$105,378	\$107,485.56	\$110,710.13	\$114,031.43
SO-C	\$94,286	\$96,171.72	\$99,056.87	\$102,028.58
SO-D	\$83,194	\$84,857.88	\$87,403.62	\$90,025.72

## **Section 2. Bargaining Unit Incentive Scorecard Annual Joint Scorecard Discussions**

Effective August, 2010, the Company and Union will meet on an annual basis to make joint recommendations regarding the appropriate metrics to be used in the coming year's Bargaining Unit incentive scorecards and will identify metrics for Safety that improve Safety performance, as well as other areas, which maximize Scorecard value both to the Company and to employees.

### **Section 2a. Bargaining Unit Scorecard Payout**

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

## **APPENDIX A (1) ARCHIVED JOB TITLES**

1. The job titles below, including all the levels within a job title, have been identified by the Company and Union as being no

longer in active use.

The job titles and functions of the job listed in this Appendix are bargaining unit jobs and in the event they are re-established shall continue to be bargaining unit work.

## Archived Job Titles

### a. Former Maine Public Service Job Titles T & D Department

T & D

Foreman

District

Foreman

Live Line Barehanded Worker

Lead Live Line Barehanded

Worker Meter Reader

### Technical

#### Services

Technician

Lead Worker

Utility Worker

Electrician Helper

### Fleet Maintenance

Garage Service

Worker

### Supply Chain

Courier/Facility Maintenance Technician

### Vegetation Management

Vegetation Management Crew

Foreman Vegetation Management

Crew Member Vegetation

Management Ground Person

### Customer Service

Customer

Representative

Lead Customer Representative

b. All Other Bangor Hydro and Emera  
Maine Job Titles Line and Meter Operations  
Meter Service Worker  
Meter Service Worker Apprentice (6  
mo) Meter Reader Utility Worker  
(Term)



Meter Reader (Term)

Power System Technical and

Electrical Boiler Operator

Janitor

Lead Electrical

Worker Electrical

Technician A

Electrical Technician

Electrician

Electrician, Apprentice

Fleet

Welder &

Blacksmith Night

Service Worker

Supply Chain

(Warehouse) Stock

Clerk/Meter Reader

Stock Clerk Helper

## **APPENDIX B**

### **JOINT AGREEMENT ON THE INTEGRATION OF ELECTRIC AND METER TECHNICAL DEPARTMENTS**

1. Effective 7/1/10, the Electrical Department will be renamed the Power System Technical Department.
2. The job classifications in the Meter Technical Department will continue to exist as long as there is at least one employee in the Meter Technical classification. However, Meter Technician positions will not be filled when vacated by the employees assigned to the Meter Technician classification as of June 30, 2010.
3. Effective 7/1/10, Meter Technicians will be trained to support and will support Electrical services functions. Any Power System Technical Department employee may be assigned to work together with other Power System Technical Department employee and any Meter Technician Department employee.
4. Effective 7/1/10, a single call list comprised of bargaining unit employees of the Power System Technical Department (the former Electrical Department) and the Meter Technical Department will be placed on a single call list.
5. Any Meter Technician who does not have a CDL class B license shall obtain a CDL Class B Learner's permit within six (6) months of the date of this Agreement and obtain the CDL license, with Hazardous/Tanker endorsements within twelve (12) months of the date of this Agreement.
6. Any Electrician in the Electrician classification series who does not have Hazardous/Tanker endorsements shall obtain those endorsements within twelve (12) months of the date of this Agreement.
7. All employees in the Electrician classification will be placed in the Power Technician classification effective 1/1/11 and will remain on the single call list with Meter Technicians.
8. Employees in the Electrical classification and employees in Power Technicians may be assigned to perform Meter Technical work, but no Meter Technician shall be laid off while other employees are assigned to Meter Technician

work.

9. Effective 1/1/11 or whenever there is a vacancy announcement poster for the Power Technician position, whichever is earlier, Meter Technicians may elect to be classified as a Power



IBEW Local  
1837 Business  
Manager

**APPENDIX C**  
**AGREEMENT ON JOINT COMMITTEE ON ALTERNATIVE  
WORK ARRANGEMENTS**

1. Purpose: The Company and Local Union agree to establish a Joint Committee on Alternative Work Arrangements (AWA) whose purpose shall be
  - a. To explore and evaluate options for AWAs throughout the bargaining unit;
  - b. To establish criteria for assessing/establishing AWAs
  - c. To create standards by which employees may request an AWA to be granted or denied, and maintained or terminated under those standards.
2. The Joint Committee over its term will:
  - a. Establish a process for implementing and terminating AWAs within the following general standards:
    - i. Department/division operational/Safety/Compliance needs as determined by Bangor Hydro (including responsibilities to other parts of the Company) must be met.
    - ii. Alternatives must not create overtime and must not adversely impact securing employees to respond to overtime events
    - iii. All forms of AWA may not be available to all employees, or at all, based on operational/safety needs.

- iv. Operational needs/safety/compliance will drive the forms of AWA, if any, available to the departments, but all employees within the department/division should have access to the forms applicable if any employee has access to the forms applicable.
3. The Joint Committee will explore other utilities' application of AWAs and the benefit/risk of AWAs.
4. The Company will make available any information needed on operational needs/drivers but Company is solely responsible for operational decisions.
5. The Committee will develop timeline for the work and for reporting to the Local Union and the Company, and make joint recommendations to the Local Union and the Company in advance of expiration of the contract. Nothing precludes the Company with the agreement of the Local Union from implementing AWAs if it determines that there are AWAs that are operational feasibility. Nothing implemented will be in conflict with the terms of this Agreement unless agree to by the Company and the Local Union.
6. The Company and Union will determine and identify whether any AWA is applicable to any part of the BU and if so, determine how to run and assess a pilot.

/Signed/

1/3/11

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

Date

/Signed/

1/11/11

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Cynthia Phinney  
IBEW Local  
1837 Business  
Manager

Date



**APPENDIX D**  
**Memorandum of Understanding between Emera Maine and**  
**IBEW Local 1837 Regarding Overtime Expectations and Call**  
**Duty Structure**

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

- 1. Unplanned Overtime Expectation:** The Company will establish performance standards governing overtime response expectations for Field Operations employees.
- 2. Weekly Call Duty:** To reduce the number of unplanned call outs made to employees on the overtime call out list, the Company agrees to utilize Call Duty Workers as first responders for unplanned overtime call outs. Employees ranked below the 1<sup>st</sup> Class classification will participate in Weekly Call duty effective

on the Monday following ratification. The Safety Manual governs call out situations and conditions under which the worker can safely work alone. The Company will provide additional training on Safety and the situations in which one can work alone.

- 3. Responding to Call Outs for Assistance to Call Duty Workers on Unplanned Overtime Call Outs:** Qualified employees are expected to respond to Call Outs to provide assistance for Call Duty Workers on unplanned overtime assignments.
  
- 4. Overtime Awareness.** The Company will implement the Overtime Awareness program and provide notice of overtime expectations for all employees by October 1, 2010. Employees whose overtime response rate is considered unsatisfactory will be coached regarding the performance expectation, and the employee is expected to meet the performance expectation. The Company will address expectations with individuals who continue to demonstrate unsatisfactory performance, unless legitimate reasons exist that the employee cannot meet the expectation. Practices regarding participation of a Union Steward in overtime expectation discussions shall continue to apply.
  
- 5. Company - Union Overtime meetings.** The Company and Union will meet upon request to schedule, to review the following items relating to Overtime:
  - a. Safety issues
  - b. Overtime data for the quarter
  - c. Operational impact of using call men first, reflected by elements such as CAIDI, costs, PUC, political incidents).
  - d. The Company and Local Union can agree at any time to modify the Overtime structure, and such agreement shall be reduced to writing and signed by the parties.

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

- 6. Training:** The Joint Training Committee (Appendix B of the 2010- 2015 Agreement) will identify and recommend relevant training



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To: Dick Rogers, IBEW Business  
Manager Re: Mutual Aid Opportunities  
Guidelines

Mutual Aid opportunities will continue to be made by the Company based first on Emera Maine operational needs as determined by Emera Maine. The Company is solely responsible for determining if and when Mutual Aid support will be offered, the number of employees sent on Mutual Aid, which employees are sent on Mutual Aid, and the duration of Mutual Aid support. The following general guidelines will be applied to the best ability of the Company. These guidelines are not subject to dispute resolution pursuant to Article XXV of this Agreement, but are the proper subject of Labor- Management discussions:

1. Emera Maine Travel Line/Construction employees will be offered Mutual Aid opportunity before any other Line and Meter Operations Department or Power System Technical (PST) Department employee is offered Mutual Aid opportunity. Fleet Services employees may be offered Mutual Aid opportunity at any time during the Mutual Aid event regardless of opportunities offered to Line Operations and PST employees.
2. When additional employees are to be offered Mutual Aid, a rotating list of Districts and qualified employees within each District will be utilized.
3. Employees who accept a call in for a Mutual Aid opportunity will go to the bottom of their respective list.
4. Employees assigned to Weekly Call Duty at the time of the Mutual Aid opportunity are not eligible to be considered for Mutual Aid but will remain at the top of the list for the next Mutual Aid opportunity.
5. Accepting or declining Mutual Aid opportunities shall not be considered an overtime opportunity for purposes of the Overtime Awareness program.
6. Nothing in this Agreement is meant to alter or change the Company's flexibility, its right to make any assignment,

including overtime assignments, or to declare and administer Mutual Aid, System Emergencies or any aspects of daily operations.

**APPENDIX F**  
**MEMORANDA OF AGREEMENT IN EFFECT**

The following Memoranda of Agreement, or specified sections thereof, remain in full force and effect:

10/14/98	Stores Department MOU, Section 14 only
7/23/08	Flexible Work Model: Warehouse and Safety Lab, Sections 1, 3, and 4 only
3/23/11	Protective Equipment Tester, Apprentice
Classifications 5/19/11	Grievance and Arbitrability
11/11/12	Meals
4/8/13	“SH”, Sections 2-4 only
12/1/14	NOR Bargaining Unit SO Position
12/9/14	NOR Bargaining Unit System Operations Position, Sections 1,4, and 6
1/27/15	Meter Service Workers
5/4/15	CS Term Employees

The following Memoranda of Agreement are obsolete and have no applicability:

9/24/08	Bangor Hydro AVL Memorandum of Agreement
5/19/11	Meter Service Worker Classification (XXI, Section 6)
5/2/12	“MH” Grievance
11/30/12	Appendix D, SO
3/28/13	MPS AVL Memorandum of Agreement
12/31/13	SO 12.5 Hours Shift
9/30/13	Appendix E, MPS
5/13/14	SO BA MOA
4/24/14	SO Extra Hours
1/22/14	Right of Return
1/28/14	Christmas Day Vacation Bonus
3/20/14	Winter Wear MOA
11/12/14	Planned Overtime by Regular Field Employees in Project Term Positions