

COLLECTIVE AGREEMENT

Between:

BROOKFIELD RENEWABLE SERVICES MAINE LLC

And:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1837**

March 1, 2023 through February 28, 2027

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INTRODUCTION

This Agreement is entered into by and between Brookfield Renewable Services Maine LLC (hereinafter referred to as the “Company” or “BRSM”) and Local Union No. 1837 of the International Brotherhood of Electrical Workers (hereinafter referred to as the “Union).”

Whereas both the Company and the Union desire to develop and maintain, with respect to the employees of the Company represented by the Union, a productive and cooperative collective bargaining relationship to ensure effective means for the amicable settlement of grievances and disputes, provide fair wages and benefits, provide reasonable and fair working hours and conditions, ensure safe, reliable and competitive generation costs, and conserve and promote the interests of both the members of the Union and the Company.

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

ARTICLE 1 - RECOGNITION

1. The Company recognizes the Union as exclusive bargaining representative for the purpose of establishing conditions in relation to wages, hours and conditions of employment normally included within the realm of mandatory subjects for bargaining, pertaining to its employees as included within the classifications of Production Specialists, Senior Production Technicians, Production Technicians, Production Assistants and Production Clerks at its hydro electric generation facilities, including both full-time and part-time, regular and temporary or casual, hereinafter referred to as “employee(s).”
2. The Company agrees that during the term of this agreement all bargaining unit classifications referenced in Article 1 Recognition will not be petitioned to the National Labor Relations Board for unit clarification. Furthermore, the Company agrees that current classifications will not be redefined to include supervisory duties, unless collectively bargained with the union.
3. It is agreed that in the event that BRSM during the term of the Agreement shall transfer the control and/or operation of BRSM (in whole or in part) to another corporation, person or firm by assignment, lease, sale or other transfer, BRSM will require the transferee to assume the obligations of this Agreement to its termination by specific provision in the agreement of transfer and upon the assumption of this Agreement by the successor. Upon such transfer, all obligations to be performed hereunder on the part of the BRSM shall cease and be terminated.

4. In accordance with the Negotiated Successorship Agreement reached by the parties and last dated 11/4/2013, BRSM represents that White Pine Hydro, LLC has agreed that the terms of the Negotiated Successorship Agreement are incorporated by reference herein. In the event of a transfer of any of the hydroelectric generating assets owned by White Pine Hydro to a Buyer, White Pine Hydro will include language in any Asset Purchase and Sale Agreement or other transfer agreement, that will, in relation to such transfer:
 - a. require the Buyer to offer employment to the Local 1837-represented BRSM employees currently assigned to the operation of those hydroelectric assets, before offering employment to any other persons, and
 - b. require that if a majority of the employees accepting employment with the Buyer to operate the hydroelectric assets are members in good standing of Local 1837, or otherwise indicate their desire to be represented by Local 1837, the Buyer shall recognize Local 1837 as the collective bargaining representative of its employees in the appropriate collective bargaining unit and assume the obligations of any Collective Bargaining Agreement then in effect with Local 1837.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union agrees, for itself and the employees, not to hinder or interfere with the management and operation of the Company in its several departments, including the assignment of work, the direction of the work force, the right to hire, the right to suspend or discharge for just cause, and the right to furlough employees because of lack of work; but in the exercise of these responsibilities, management will act in accordance with the provisions of this Agreement. This Article is intended to set forth certain rights and principles without intending to alter or amend existing rights and prerogatives of the Company or the Union.

ARTICLE 3 – SAFETY

1. The safety of all Company employees is a matter of paramount importance and shall receive first consideration. No employee shall be permitted or required to take any undue risk in the performance of the employee's duties which the employee, the supervisor, or foreperson consider unsafe to the employee or the employee's fellow workers. Supervisors, forepersons and employees will be held strictly responsible for the enforcement of safe work practices.
2. The Company agrees to establish employee safety teams comprised of bargaining and non-bargaining employees. The employee safety teams will be responsible for recommending and implementing an effective safety program for all employees.

3. It is neither the intention of the Company nor the intention of the Union to use the safety program for the purpose of creating work rules governing hours of work or to relieve the Company of its exclusive responsibility under the Occupational Safety and Health Act (OSHA) to ensure the health and safety of its employees.
4. Safety programs involving bargaining employees will be discussed with the Union leadership prior to development and implementation.
5. The Company shall continue the current practice of providing safety footwear (reimbursed as set out below), safety glasses (including reimbursement of prescription safety glasses as set out below), and protective clothing. The Company will provide protective equipment for individual employees that meets BRSM standards, subject to OSHA's requirements, for arc protection. In the event that the requirements for wearing fire retardant or protective clothing are increased, the Company will provide fire retardant clothing and/or protective equipment to meet the new standards. Safety footwear and prescription safety glass reimbursement is as follows:
 - a. Safety Footwear Reimbursement
Employees will be reimbursed up to \$400 every two calendar years for appropriate safety footwear, as determined by the Company. There will be no carryover of unspent money from year to year. If footwear is damaged at work, the Company will reimburse the employee the cost of repair or replacements.
 - b. Safety Prescription Glasses Reimbursement
Over the counter safety glasses will be provided to any employee who chooses to wear them; or, employees who choose to purchase safety prescription eyewear will be reimbursed up to \$500 every two calendar years. Employees are responsible for examination fees. If glasses become damaged at work, the Company will reimburse for the repair or replacement needs.

ARTICLE 4 – NEW EMPLOYEES

1. New employees shall remain employed on a probationary basis until notified by the Company that their employment is considered regular. This period of probationary employment shall not exceed six (6) months from the employee's hire date. However, employees will be required to join the Union after three (3) months of employment, but the Union may not represent new employees in termination until the probationary period has been completed.
2. The Company will notify the Union of all new hires and terminations in represented classifications within one (1) week of their occurrence. Rates of pay for new hires shall be included in the notification.

3. New Employees shall be eligible to receive payment for Holidays in accordance with the terms of this Agreement.
4. New employees shall qualify for Health benefits as deemed appropriate and in accordance with Article 23.
5. All employees hired on or after February 28, 2018 will maintain a primary residence within forty-five (45) minutes driving time of their reporting location. All employees hired prior to February 28, 2018 are not subject to this provision. Employees subject to this provision shall have one year from their date of hire, or one year from the date of any subsequent voluntary change in reporting location, to locate or relocate their primary residence to comply with this provision. In the event that the Company decides to change the reporting location of an employee subject to this provision (i.e., the change in reporting location is involuntary, from the employee's perspective), the employee shall not be required thereafter to locate or relocate his/her primary residence.

ARTICLE 5 – COOPERATION

Employees of the Company agree to perform efficient work and service and to support efforts of the Company to achieve greater productivity. It is also agreed that the employees and the Union shall make every effort to use their influence and best endeavor to protect the property of the Company and to avoid unproductive time, materials, tools, and equipment. Dishonesty in any circumstance or misrepresentation of facts presented to the Company shall be grounds for disciplinary action. At such time as there may be any dispute or concern regarding the direction of the Company, such dispute or concern shall be presented to the Company in the form of a grievance in accordance with the grievance procedures set forth by Article 17. At no time shall an employee disregard, disobey or fail to comply with a directive of the Company, except when the directive is illegal, immoral and/or unsafe.

ARTICLE 6 – DISCRIMINATION

Neither the Company nor the Union or its membership shall discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, age, sex, national origin, sexual orientation, physical or mental disability, marital status or status as a disabled veteran inclusive of the Vietnam War, or Union membership. The Company will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not coerce or intimidate non-Union employees and that it will use its best efforts to prevent its members from so doing.

ARTICLE 7 – WORKING HOURS

The work schedule shall be determined by the Company in a manner that recognizes the production requirements for the efficient operation of the facility. The schedule may consist of five (5) eight (8)-hour shifts, four (4) ten (10)-hour shifts or rotating schedules of twelve (12)-hour shifts as deemed necessary by the Company. Work schedules shall be defined as a number of hours regularly scheduled in a cycling or repetitive manner for the purpose of staffing the Company's operation.

River Control Center (RCC) Schedules of Work for Shift Workers

The regular schedule hours of work for operating employees will consist of seven (7) days in a normal pay period. Three (3) workdays will be scheduled in one (1) week with four (4) workdays in the other. The maximum normal scheduled workday length will be twelve (12) hours. In connection with the overtime hours provisions, all overtime hours worked will be paid for and no employees shall be required to take time off to offset overtime hours worked.

Schedules of Work for Day Workers

The normal work week shall be from seven o'clock (7:00) AM to three-thirty (3:30) PM with a one-half ($\frac{1}{2}$) hour lunch between eleven-thirty (11:30) AM and twelve-thirty 12:30 PM. The normal work week shall be five (5) workdays per week, Monday-Friday, and the normal workday shall be eight (8) hours per day.

Employees may be rescheduled to work on a two (2) or three (3) shifts-per-day basis (by giving at least twenty-four (24) hours' prior notice) to handle prearranged repair or maintenance jobs or emergency repairs or maintenance jobs which will require more than four (4) days for completion on a rush basis. These employees may be assigned to any shift needed and will be paid the equivalent of the "S" classification. All hours worked for the next twenty-four (24) hours following a change in schedules, where the twenty-four (24) hours' notice was not given, shall be paid at one and one-half ($1\frac{1}{2}$) times the regular straight-time hourly rate. For the purpose of this paragraph, "rush basis" means the work will be scheduled at least six (6) days per week. The Company will be allowed to change the schedule of employees, and have them stay on that schedule, for a minimum period of two (2) workdays. An individual will not be required to work an assignment of this type (less than the normal assignment of more than four (4) workdays) more than once during a pay period. Assignments made under the provisions of this contract that are more than four (4) days will not be affected in any way due to this modification.

Remote Worksites/Locations

When crews are scheduled to work for five (5) or more consecutive days away from their regular reporting location, and the location of the job assignment is more than one and one-half ($1\frac{1}{2}$) hours from their regular reporting location, the employees will be allowed to travel back to their regular reporting location at the completion of work on Wednesday and will return to the remote job site on Thursday morning.

The Company agrees to allow for reasonable conditions pertaining to the employee's ability to take a lunch break inclusive of limited travel to an acceptable location or facility.

Workers assigned by the Company to provide coverage at remote facilities where residence is required at the worksite and are, therefore, expected to be available for call at that worksite, shall be paid an additional amount equal to two (2) straight-time hours of pay per day.

Alternate job schedules will be negotiated with the Union.

Rest Period

During extreme or unusual circumstances, employees may be required to work hours beyond sixteen (16) consecutive hours of work. In such an extreme circumstance, employees shall be paid an amount equal to two (2) times that employee's regular rate of pay. For the purpose of this provision, this double time rate shall be payable for all hours actually worked beyond sixteen (16) hours and continue until such time as that employee has been granted eight (8) consecutive hours off as rest time. For the computation of sixteen (16) consecutive hours of work, a break up to and including two (2) hours shall be included for employees who have left the worksite/premises and are required to return.

An employee required to change crews at the prerogative of the Company, shall do so without loss of scheduled time off, during scheduled days off.

ARTICLE 8 – HOLIDAYS

Immediately upon hire employees shall be entitled to receive nine (9) holidays, (New Years' Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas), and three (3) days as "floating" holidays, which shall be scheduled for use subject to the approval of management ("Floating Holidays"). Such approval shall not be unreasonably denied. Utilization of such "floating" holidays shall be in a manner recognizing the Company's production requirements. Hours actually worked on a day designated as a holiday shall entitle employees to one and one-half (1 ½) times the normal hourly rate of pay.

The eight (8) hours of holiday pay are not included in the calculation for total hours worked in a week; however, hours that are worked on a holiday and that are paid at the overtime rate are included in the calculation for total hours worked in a week.

Holiday pay will be paid when an employee is on jury or witness duty, out due to sickness, accident or bereavement leave or other paid Company leave; provided, however, that in the case of extended sick leave, the employee shall receive pay only for the holidays which fall within the calendar year in which the employee actually worked for the Company. In cases where an employee receives holiday pay within a sick leave period, the employee shall be entitled to a substitute day of sick leave, if necessary.

If a holiday is observed on a day within the employee's vacation period, the employee shall receive an additional day off, with normal straight-time pay, at a time to be designated by the Company, or holiday pay in lieu thereof, at the employee's election, provided (1) the employee notifies the Company of his/her election, (2) the Company determines that operating conditions permit it, and (3) there is no additional cost or other penalty to the Company.

For non-shift workers, when a holiday falls on Sunday, Monday will be the day observed for the purposes of this Agreement. Likewise, when a holiday falls on Saturday, Friday will be the day observed. When a holiday falls on any other day, that day will be the day observed for the purposes of this Agreement, unless the Company and the Union mutually agree upon a different day. If in some community there is a practically unanimous shift of observance of the holiday from one day to another, the Company's observance of the holiday in that community may shift to coincide with that of the community.

If non-represented White Pines BRSM employees are granted Martin Luther King Day and/or Juneteenth in the future, the represented employees will also be granted Martin Luther King Day and/or Juneteenth.

Holidays Worked: Shift Workers

1. Employee receives eight (8) hours of holiday pay plus twelve (12) hours at one and one-half (1½) times their normal regular hourly rate of pay.
2. Employee scheduled off or requests to be scheduled off. Company grants time off considering adequate staffing. Seniority prevails. Employee receives eight (8) hours of holiday pay and may choose to add four (4) hours of vacation pay, to cover the difference between eight (8) hours and those hours normally scheduled.

Scheduled Floating Holidays

Employees required to report on a day observed for hours which had been scheduled as off duty, shall be paid at one and one-half (1½) times the regular rate of pay.

Regular Calendar Holidays

If a holiday falls on an employee's day off, the holiday will be observed on the employee's closest, regularly scheduled non-overtime workday. For a holiday falling on an employee's one day off, or on the middle of an odd number of days off, the holiday will be observed on the last scheduled non-overtime workday.

Alternate schedules of rotating shifts may require a modification to this provision in application. In such a case, the past practice agreed to by management and the Union shall continue. This would apply where a two-three-two schedule is in practice. In all cases, the conditions set forth by Article 9 Overtime of this Agreement shall apply.

Employees who are required to work on a holiday, at such time as the requirement of work concerns hours which are normally outside of hours constituting a normal workday or shift, those hours actually worked, and those hours only, require payment to the employee at the rate of two (2) times the normal hourly rate of pay.

ARTICLE 9 – OVERTIME

The premium rate equal to one and one-half (1½) times the normal hourly rate shall be paid for all hours actually worked outside those hours normally constituting a workday, shift or period and for those beyond forty (40) hours in a work week without pyramiding or duplication.

Hours paid for time not worked do not count in the calculation of total hours worked in a week and those hours are as follows: sick, holiday, bereavement, jury and witness duty, floating holiday, sick in family, and “paid absence other”. Vacation hours do count in the calculation of total hours worked in a week.

An employee required to report for additional workdays/shifts during a scheduled work week shall receive one and one-half (1½) times the normal hourly rate of pay for all hours actually worked.

An employee required to work additional workdays/shifts when such days/shifts begin on a Sunday, shall receive pay at the rate of two (2) times the normal rate of pay for all hours actually worked. There shall be no duplication of hours or pyramiding of wages in the computation of overtime.

At such time as an employee is required to work an extended shift without a rest or break in a manner creating time worked to be beyond sixteen (16) consecutive hours, those hours actually worked beyond sixteen (16) shall be compensated at the rate of two (2) times the normal or regular hourly rate of pay for that employee.

The prerogative to determine or require the scheduling of work in a manner which would require the payment of premium rates of pay shall be at the sole discretion of the Company.

The Company has the authority and ability to avoid payment of premium wages to the extent allowable in accordance with provisions of this Agreement.

ARTICLE 10 – CALL-OUTS/CALL-OFFS

The overtime call list, rotation of overtime opportunities and equalization of overtime shall be established and administered as mutually agreed by the immediate supervisors and the Union Stewards representing the employees involved. Consideration in the distribution of overtime shall be made for purposes of maintaining skill sets and abilities as desired by the Company for progression or career development and to maintain the Company’s high safety standards.

Overtime on call-outs required shall be at a frequency or number and for a period as determined by the Company. Once a process is established, there shall be no variance from that process to discriminate against any employee; however, consideration may be given based upon the most productive manner to utilize required skills of employees to be called in.

Employees required to report to a work site for reasons compelled by the Company’s operation, shall receive payment at the regular hourly rate of pay for a minimum of five (5) hours. Those who are called after hours and are able to resolve the issue over the phone will receive two (2) hours at the straight time rate. The employee will write up an explanation of _____

the incident in the notes section of the time card to receive the two (2) hours straight time pay. Employees required to report to a work site on a holiday shall receive a minimum of six (6) hours at the regular hourly rate.

Call-Offs

A call-off is a cancellation of a previously scheduled extra report overtime work opportunity, for which an employee has committed to report. For call-off situations, the Company shall contact an employee who has agreed and committed to work an extra report scheduled overtime eight (8) hours prior to that employee's scheduled overtime of report at the employee's last known point of contact. If the Company is unable to reach the employee at that employee's last known point of contact, there shall be no call-off compensation owed to the employee. However, if the Company does not provide eight (8) hours' prior notice, the employee shall receive payment equal to two (2) hours at the applicable straight time rate of pay. Hours paid in accordance with this provision shall not count as hours worked toward the calculation of overtime.

ARTICLE 11 – WAGES

Employees whose work schedule is that of fully rotating, twelve (12)-hour shifts shall be so designated by the placement of an “S” at the end of their classification.

On March 1st of each year, wage increases will be as follows (and as reflected in the tables below):

Year	General Wage Increase
2023	3.0%
2024	3.25%
2025	3.25%
2026	3.25%

Upon ratification and adoption of this agreement, all active bargaining unit employees will receive a one-time lump sum payment of eight thousand U.S. dollars (\$8,000.00), payable on or before March 31, 2023.

Effective March 1, 2023 (3% Increase)					
Non-Shift	Hourly Rate Range		Shift	Hourly Rate Range	
Production Specialist	\$37.79	\$42.03	Production Specialist Shift	\$40.91	\$45.35
Sr. Production Tech A	\$37.79	\$42.03	Sr. Production Tech A Shift	\$40.91	\$45.35
Sr. Production Tech B	\$31.49	\$36.27	Sr. Production Tech B Shift	\$34.36	\$39.32
Production Tech	\$28.17	\$34.40	Production Tech Shift	\$31.19	\$37.43
Production Asst.	\$25.00	\$28.18	Production Asst. Shift	\$28.25	\$31.43
Production Clerk	\$23.00	\$32.70	Production Clerk Shift	\$25.53	\$35.23
Effective March 1, 2024 (3.25% Increase)					
Non-Shift	Hourly Rate Range		Shift	Hourly Rate Range	
Production Specialist	\$39.02	\$43.40	Production Specialist Shift	\$42.24	\$46.82
Sr. Production Tech A	\$39.02	\$43.40	Sr. Production Tech A Shift	\$42.24	\$46.82
Sr. Production Tech B	\$32.51	\$37.44	Sr. Production Tech B Shift	\$35.48	\$40.59
Production Tech	\$29.09	\$35.52	Production Tech Shift	\$32.20	\$38.65
Production Asst.	\$25.81	\$29.10	Production Asst. Shift	\$29.17	\$32.45
Production Clerk	\$23.75	\$33.76	Production Clerk Shift	\$26.36	\$36.37
Effective March 1, 2025 (3.25% Increase)					
Non-Shift	Hourly Rate Range		Shift	Hourly Rate Range	
Production Specialist	\$40.29	\$44.81	Production Specialist Shift	\$43.61	\$48.35
Sr. Production Tech A	\$40.29	\$44.81	Sr. Production Tech A Shift	\$43.61	\$48.35
Sr. Production Tech B	\$33.57	\$38.66	Sr. Production Tech B Shift	\$36.63	\$41.91
Production Tech	\$30.03	\$36.67	Production Tech Shift	\$33.25	\$39.90
Production Asst.	\$26.65	\$30.04	Production Asst. Shift	\$30.12	\$33.51
Production Clerk	\$24.52	\$34.86	Production Clerk Shift	\$27.22	\$37.56
Effective March 1, 2026 (3.25% Increase)					
Non-Shift	Hourly Rate Range		Shift	Hourly Rate Range	
Production Specialist	\$41.60	\$46.27	Production Specialist Shift	\$45.03	\$49.92
Sr. Production Tech A	\$41.60	\$46.27	Sr. Production Tech A Shift	\$45.03	\$49.92
Sr. Production Tech B	\$34.66	\$39.92	Sr. Production Tech B Shift	\$37.82	\$43.27
Production Tech	\$31.01	\$37.87	Production Tech Shift	\$34.33	\$41.20
Production Asst.	\$27.52	\$31.02	Production Asst. Shift	\$31.09	\$34.60
Production Clerk	\$25.32	\$35.99	Production Clerk Shift	\$28.10	\$38.78

Progression through Wage Band

Employees shall receive a wage increase of \$1.00 per hour every six months until they reach the top of the wage band for their classification.

Classification Qualifications

1. Production Specialist
 - a. Operations and CRO/RCC and one Maintenance skill set M/E/I (Mechanical/Electrical/Instrumentation & Control), OR
 - b. Operations and CRO/RCC and two (2) PT skills M/E/I

2. Sr Production Tech 'A'
 - a. Operations and two (2) Maintenance skill sets M/E/I, OR
 - b. Operations and one (1) Maintenance skill set M/E/I and two (2) PT skills M/E/I, OR

3. Sr Production Tech 'B'
 - a. Operations and one (1) Maintenance skill set M/E/I and one additional skill set, OR
 - b. Operations and one (1) PT skill M/E/I and one additional skill set

4. Production Tech
 - a. Operations and one (1) Maintenance skill set M/E/I, OR
 - b. Operations and two (2) PT skills M/E/I

5. Production Assistant (Entry Level)

6. Production Clerk
 - a. Production Clerk skill set

A PT skill M/E/I is not a skill set.

A PT skill M/E/I cannot be used with a "like" Maintenance skill set for qualification of a classification. For example, if a Sr Production Tech 'A' has a Mechanical Maintenance skill set and is attempting to attain two of the PT skills M/E/I to fill the qualifications of the classification, a PT mechanical skill would not count since the employee already has the Mechanical Maintenance skill set. The employee would need to attain PT electrical and instrument skills.

Any reference to Maintenance skill sets will mean the Mechanical, Electrical or Instrumentation & Control skill sets and, unless a portion of a skill set is specified (e.g., 60% of skill set for Career Development Postings), it means the full skill set. At the time of contract ratification, any employees in a classification that requires one or more Maintenance skill sets is grandfathered in their classification regardless of whether they hold the full skill sets, but the full skill sets will be required for advancement.

Advancement

1. Automatic advancement to the next higher classification will occur upon completion of training requirements for that classification if the employee chooses to advance.
2. Wages on Advancement to Higher Classification
 - a. If an employee's current wage is lower than the minimum of that classification, the employee will be moved to the minimum wage of that classification.
 - b. If an employee's current wage exceeds the minimum of that classification, the employee will receive their current wage plus an additional \$0.25 per hour.
3. The Company shall notify the Union when an employee advances to a higher classification. This notification shall include the employee's new hourly rate.
4. Employees who have posted into the Production Specialist classification will not be displaced by employees who have automatically advanced into the classification from lower classifications. The posting process will continue in the event of a permanent opening in a Production Specialist position.

Bidding back to lower classification

If an employee successfully bids back to a lower classification and that employee's rate of pay is higher than the top of the wage bracket for the lower classification, the employee's rate of pay will be changed to the top of the wage bracket of that lower classification on the effective date of the transfer.

ARTICLE 12 – SKILL SET

Employees shall progress through the stages of professional development associated with the wage progression levels. Advancement from the entry level shall be based upon an increase or a broadening of skills in the various categories associated with power generation. Employees shall determine their own personal development and therefore career path. From entry or basic levels employees are encouraged to attain skill levels and certification in the areas of electrical, mechanical, instrumentation/controls and operations, to indicate a few.

In accordance with the 'core' values promoted by this agreement, the Company recognizes the value of an employee contributing across multiple skill areas of expertise. Additional skill requirements may be introduced by the Company as required by changes in operational and marketing demands. In all cases of work assignment, the skill level of the employee, the safe operation of the facility and the safety of the employee shall determine job responsibility and performance. Employees who choose to increase or improve their multifunctional value by attaining skill sets that are not required for their classification, but are outlined below, shall receive compensation of \$1,250 annually in recognition of those additional skills, beginning at such time that certification is achieved and ongoing until such time as the employee advances

to a classification that requires the additional skill set(s). Employees trained, certified and recognized as able to perform various skills shall be expected to perform at those tasks in both a knowledgeable and safe manner as assigned and required by the Company.

New employees possessing additional skill sets, beyond what is required for their job classification, will be eligible for stipend pay consistent with this Article.

Employees who become fully qualified in areas identified below, as areas of desired value and regularly perform and function value added by possessing these skills, that employee shall be entitled to receive \$550 per year for each additional skill attained, added to the original \$1,250 skill recognition reward to a maximum of \$2,350 per year. A skills review for purpose of stipend eligibility will be conducted annually. Employees will receive their stipends paid on the first pay of March each year.

The skill sets are:

1. Hydro Operations
2. Electrical
3. Mechanical
4. I & C
5. Welding
6. Clerk
7. Master Electrician
8. DOT B Driver's License
9. Licensed Propane and Natural Gas technician
10. Licensed Mobile Crane Operator

Hydro Operations will be a required skill set for all non-clerical classifications. For the purposes of job classification, the skill set revisions will not impact incumbent employees. These revised skillsets will remain in effect for the term of the contract unless revised by a joint committee consisting of two bargaining unit and two non-bargaining unit representatives.

PT skills are available to meet the classification requirements as outlined in Article 11. In order to obtain a PT skill, the employee must request the appropriate materials from the operations manager and schedule mutually agreed upon test dates. Test dates may not be unduly delayed by the operations manager. To obtain the PT skill, the employee must pass each section's test with a score of 80%. If the employee does not pass the test on the first attempt, they may retake once within 60 days. If the employee does not pass the test on the 2nd attempt, they may retake the test after an additional 4 months. Subsequent attempts will be available on a 6-month interval. The PT skills are Mechanical, Electrical, and Instrumentation and Control.

Revisions to these PT skills shall be agreed to by a joint committee consisting of two bargaining unit and two non-bargaining unit representatives.

ARTICLE 13 – SENIORITY

Seniority shall be defined as the length of continuous service with the bargaining unit, by department from the most recent date of hire. In cases where a dispute may arise between two or more employees having the same date of hire with the Company regarding employees of the class described as “returning retirees” hired at the time of the Company’s purchase of the Maine generation assets of Central Maine Power (CMP), the original date of hire with CMP shall be the determining factor.

Layoffs will be conducted by seniority on hydro classification and job function. For purposes of layoff, the production clerk will be considered an administrative position and will be considered separately. All other hydro classifications will be considered one seniority group.

At such time as there may be a recall of employees who were laid off from employment with the Company after ratification of this agreement, the recall shall be initiated simultaneously with all laid off employees entitled to return to work. Laid off employees will have nine (9) months to reacquire any necessary skill levels or certifications. At the end of the nine-month period, recalled employees will be assessed and their skills will be reviewed for classification and stipend eligibility. If the employee’s reassessed skills qualify for a lower classification, they will be reassigned to that classification. If that employee’s rate of pay is higher than the top of the wage bracket for the lower classification, the employee’s rate of pay will be changed to the top of the wage bracket of that lower classification on the effective date of the transfer.

Laid off employees failing to respond, by certified letter within ten (10) calendar days of their receiving notice of the Company’s request to return to employment, shall be considered to have resigned. In the event that multiple noticed employees seek rehire, the most senior laid off employee will be selected.

ARTICLE 14 – DISCIPLINE

The Company recognizes the importance of creating a positive and productive work environment for all its employees. Certain behaviors and/or actions are not acceptable and shall not be tolerated as part of the employment relationship. It is understood between the parties that the employees of this collective bargaining unit are professionals in every sense pertaining to the area of power generation. Employees shall be treated in a professional manner as an integral part of the BRSM team. Unacceptable and non-professional behavior shall subject the responsible employee(s) to disciplinary actions in accordance with cause, up to and including discharge. The Company may invoke discharge as necessary based upon the seriousness of an offense or the compilation of other offenses. The Company may choose and administer a level of discipline appropriate to motivate proper behavior, or to uphold its employment standards, however, unacceptable behavior may result in immediate termination. Examples of discipline may include, but are not limited to: suspension, counseling/training, written warning, reprimand, termination/discharge or verbal warning with a written record.

Suspensions and Discharges

Upon written request of the Union made within seven (7) calendar days from the date upon which a regular employee has been suspended or discharged, the Company shall grant a hearing to the regular employee involved and representatives of the Union. Upon receipt of such written request, the Company will inform the Union of the reason for suspension or discharge. The Company's Senior Director of Human Resources or his/her designee ("Senior Director") shall hold the suspension or discharge hearing within fifteen (15) calendar days from the date of the Union's written request for a hearing. The hearing, at the election of the employee or the Union, will be conducted before the Senior Director and if it is established that the employee has been dealt with without just cause, the employee shall be reinstated under such conditions and with such compensation for time lost as may be decided upon. However, the Senior Director may also modify penalties imposed by the Company.

- a. The Union may appeal the Senior Director's decision to arbitration within fifteen (15) calendar days after the date of the decision. If the decision is not appealed to arbitration within the aforementioned fifteen (15) calendar days, the Senior Director's decision will be final. Time limits in this Article may be extended by mutual consent.
- b. Union representatives may represent the employee at the suspension or discharge hearing without loss of basic pay.

ARTICLE 15 – NO STRIKES, NO LOCKOUTS

The Union agrees that it shall neither authorize nor approve, any strike, stoppage or slowdown of work, or disruptions of the operation of the Company for any reason. The Company agrees that it will not engage in any lockout. At such time as an individual employee or group of employees acting in a manner inconsistent with the direction of the Union may act against the Company in order to stop, hinder or deny access to the Company's property or worksite, or reduce, lessen, inhibit, deny or damage the Company's ability to operate, that employee or group of employees shall be subject to discipline under the terms of this collective bargaining agreement.

ARTICLE 16 – MILITARY SERVICE

The Company shall comply with and recognize the laws of the United States with respect to the employment policies and practices applicable to its employees who are required to serve in an official capacity associated with service for the armed forces of the United States as set forth within the Company's procedure manual.

Military Leave

Employees who are members of the US Military Reserves will be paid regular pay for required training duty of two weeks or less (up to eighty (80) hours). Employees must provide notice to the Company as soon as they receive notification of a required military leave of absence. Employees will be compensated for all scheduled regular hours during their military leave, in accordance with the appropriate articles of this Agreement. Company pay will be offset by pay earned from military service. Employees are responsible to submit their detailed military

paystubs to the Company upon receipt to reconcile payment.

ARTICLE 17 – DISPUTE RESOLUTION

A grievance shall be defined as any dispute, controversy, disagreement or violation which may arise as to the meaning, application, operation or interpretation of any specific provision of this Agreement. Any grievance arising between the parties as to the meaning, interpretation or application of the collective bargaining agreement or any working conditions may be settled in the following manner.

Step 1

The Union shall present the grievance to the employee's supervisor or at the lowest point of resolution within fifteen (15) calendar days of the events giving rise to the grievance. The employee, his/her shop steward or chief steward, the employee's supervisor and the department head, shall meet within five days to discuss the grievance. Within five days of the meeting, the department head or his/her designee shall issue a written response to be provided to the employee, steward and to the Business Manager of the Union. Time limits contained herein may be extended by mutual consent.

Step 2

If the Union is not satisfied with the decision, the Union may appeal the grievance in writing containing the reasons for the appeal and the basis for the grievance provided to the Company's Human Resources Representative. The appeal shall be timely if postmarked to, or received by, the Company's Human Resources representative within fifteen (15) working days of the date of receipt of the Step 1 decision by the Business Manager. The Company's Human Resources Representative and the Business Manager of the Union, along with any representative or witnesses the parties shall determine, shall meet within (10) working days to discuss the grievance. Within ten (10) working days of such meeting the Company Human Resources Representative shall issue a written decision on the grievance which contains the reasons for any denial and shall provide that decision to the Union Business Manager. If the Union is not satisfied with the decision, the Union may submit the grievance to arbitration. Time limits contained herein may be extended by mutual consent.

Nothing herein shall prevent an employee(s) from presenting a grievance to the Company and such grievances may be adjusted without the intervention of the Union provided that the adjustment is consistent with the terms of the collective bargaining agreement and the Union has been given reasonable opportunity to be present during the process of the adjustment.

Union stewards may process grievances throughout the grievance adjustment steps during normal business hours without loss of pay. The schedule of such grievance meetings will be mutually agreeable to Union and Company representatives involved.

Step 3a - Formal Arbitration

Within twenty (20) working days of the receipt of the Step 2 decision by the Union, the Business Agent of the Union may submit a demand for arbitration to the Company Human Resources Representative. Demands not postmarked or received by the Human Resources Representative within such time period shall be deemed waived.

Arbitration shall be conducted under the auspices of and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the parties may agree upon a single arbitrator, and the hearing shall otherwise be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding, and the arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The compensation and expenses of the arbitrator and the hearing facilities shall be shared equally by the parties, and each party shall be responsible for the cost and expense of its own witnesses and representatives.

Step 3b: Expedited Arbitration

The procedures stated in the Step 3B shall apply to suspensions and lesser degrees of disciplinary action administered by the Company to any individual employee.

In lieu of the arbitration procedures set forth in Article 17 of this Agreement, any grievance involving the discipline of an individual employee short of discharge, shall be submitted to arbitration under this expedited procedure hereafter provided, within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances subject to arbitration under this Agreement, the parties may, within fifteen (15) calendar days after the filing of a request for arbitration, jointly agree to use the expedited arbitration procedure hereafter provided. Such joint agreement shall be in writing and, when signed by the authorized representatives of the parties, shall be irrevocable. If no joint agreement is reached within the foregoing period, the arbitration procedures set forth in Article 17 shall be followed.

1. As soon as possible after this Agreement becomes final and binding, a panel of five arbitrators shall be jointly selected by the parties. The arbitrators selected shall be notified by a joint letter from the parties. Each arbitrator shall serve until the termination of the Agreement unless his or her services are terminated earlier by written notice from either party to the other. Notification of termination of an arbitrator shall be by joint letter from the parties. A terminated arbitrator shall conclude his/her services by deciding any grievance previously presented. A successor arbitrator shall be selected by the parties. Arbitrators shall be assigned cases in rotating working order designated by the parties. If an arbitrator is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next arbitrator. If none of the arbitrators can hear a case within (10) working days, the case will be assigned to the arbitrator who can hear the case on the earliest date.

2. The procedure for expedited arbitration shall be as follows:
 - a. The parties shall notify the arbitrator in writing on the date of agreement to use these procedures, or on the date of the demand for arbitration in the case of suspensions and lesser degrees of discipline to resolve a grievance by expedited arbitration. The arbitrator shall notify the parties of the hearing date. These notices may be by other means of communication upon the agreement of the parties.
 - b. The parties may submit to the arbitrator prior to the hearing, a written stipulation of facts not in dispute, or separate statements of position.
 - c. The hearing shall be informal, without formal rules of evidence and without a transcript. Either party may present any part of its direct case in affidavit form, provided that the affidavit is present and may be cross-examined at the discretion of the other party. However, the arbitrator shall be satisfied that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
 - d. Closing arguments shall be delivered orally at the close of the hearing, unless the parties mutually agree, or unless the arbitrator directs the parties to submit brief written summaries of the issues raised at the hearing and arguments supporting their positions. In such event, briefs shall be submitted by mail postmarked within (5) working days after the hearing. The arbitrator shall issue his/her written decision and supporting reasons within (5) days after receiving the briefs.
 - e. The arbitrator's decision shall be final and binding only to the instant grievance and shall not constitute a precedent for the other cases or grievances and may not be cited or used as a precedent in any other proceeding except in an action to enforce its provisions.
 - f. The time limits in (a) or (d) of this section may be extended by agreement of the parties or at the request of the arbitrator, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
 - g. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.
 - h. The decision of the arbitrator shall settle the grievance and the Company, and the Union agree to abide by such decision. Each party shall bear the expense of its representatives and witnesses.
 - i. The time limit within arbitration that may be requested under this provision shall be the same as in existing procedures.

Grievance Report		
Grievance Number (to be completed by Company):		
1. Contract Provisions Allegedly Violated:		
2. Date:		
3. Aggrieved Party(s):		
4. Location:		
5. Circumstances of Dispute:		
6. Remedy Requested:		
Signature:		Date:
Step 1 - Met with:	Date:	Result:
Step 2 - Met with:	Date:	Result:
Arbitration Request:	Date:	Result:

ARTICLE 18 – BEREAVEMENT

Bargaining Unit employees who have successfully completed their probationary period shall be entitled to three (3) days of leave to be taken consecutively for the purpose of meeting the responsibilities associated with the death of a parent, a family member of the immediate household, son, daughter, step-son, step-daughter, brother, sister, uncle or aunt, grandparent or grandchild, a father-in-law, mother-in-law, sister/brother-in-law, or grandparents of spouse.

Regularly scheduled days off shall count toward the calculation of three (3) days for the purpose of meeting the benefit of this provision. Consecutive days as stated herein are determined as days necessary to attend usual bereavement functions. It is understood that unique circumstances may require that one (1) day of the three (3) be taken at a later date as weather or ground conditions may delay burial. Employees shall be compensated at normal rates of pay for up to the three (3) days. Bereavement leave shall neither duplicate nor extend beyond other scheduled time off nor compound or create additional wages.

The Company shall make reasonable accommodations to provide time off for an employee to have the opportunity to attend or be a pallbearer at the funeral of an employee or retiree. Employees so choosing to attend shall be afforded an opportunity to “make up” lost earnings in accordance with the governing provisions for make up time set forth in this Agreement.

ARTICLE 19 – JOB POSTING

The Company shall determine, if in fact a vacancy does exist. Upon such determination the Company shall post as notice, a form with the specific job conditions of the position to be filled and provide a copy to the Union.

Each employee participating in the posting process shall be provided a copy of the original posting notice once complete. The Company and the Union shall maintain copies produced by the original posted form. The location of the vacancy to be filled shall maintain the original.

The successful bidder shall be determined as the most senior qualified bargaining unit applicant. The Union shall be provided its copy of the results of the posting process within fourteen (14) calendar days of completion.

If no bargaining unit employee applies for a job posting for a period of ten (10) calendar days, it shall be removed from display and the Company may hire from any available source.

Career Development Appointment Opportunity

Career Development Postings

For the purpose of filling vacancies in accordance with the terms of this provision, the Company shall consider employees who have selected a career path within the qualification criteria established for the vacant position. However, for such consideration the employee must demonstrate a skill level within sixty percent (60%) of the point level required to attain the skill set. In addition, the employee shall submit a skill set completion schedule which shall attain the certification no later than six months after the start of working within the new

classification. During the career development period, the supervisor shall hold monthly progress meetings with the employee and a union steward to assess progress. Employees who do not demonstrate reasonable effort to attain certification may be removed upon seven days notice to both the employee and the Union. At that time the Company shall consider the vacancy as having no qualified candidate.

Pay During Career Development Period

Employees transferring to the same or a higher position:

An employee filling a vacancy under this career development provision shall remain at the rate of pay applicable for the position from which they originate until completion of the six (6) month development period.

Upon successful completion of the career development period, the employee will receive a wage increase of \$1.00 per hour or an amount sufficient to bring them to the bottom of the new wage bracket, whichever is greater, but in no case will the wage exceed the top of the new bracket.

Employees transferring to a lower position

If an employee is transferring to a lower position under this provision, the employee's rate of pay will be reduced to the top of the wage bracket of the new classification beginning on the effective date of transfer.

Employees transferring from shift to non-shift or non-shift to shift

In addition to the terms listed above, if an employee is transferring to a position under this provision from a shift to a non-shift position, a shift differential will no longer be included in the employee's hourly rate of pay beginning on the effective date of transfer. Likewise, if an employee is transferring to a position under this provision from a non-shift to a shift position, the employee will receive the shift differential while working on shift during the career development period.

ARTICLE 20 – MEALS

At such time as the Company requires an employee to perform work outside of the hours constituting the employee's regularly scheduled hours, employees shall be entitled to a break from actual work responsibilities which shall be reasonable to allow for eating a meal. The meal break shall not exceed twenty (20) minutes unless unusual circumstances exist, and management agrees. The first meal break shall occur after two (2) hours from the reporting time and prior to three (3) hours from the reporting time for an early report. An employee held over shall be entitled to a break in accordance with this provision beyond the second hour of extra work and prior to the third hour of extra work.

Meal breaks shall be scheduled in a manner that does not interfere with employee productivity as that productivity relates to a crew operation. If at all possible, employees working as part of a crew shall rotate or alternate meal periods. Thereafter, employees shall be entitled for a one-

half (½) hour meal break after five (5) hours continuous work.

ARTICLE 21 – LEAVES OF ABSENCE

Employees may request an unpaid leave of absence from the Company for justifiable purposes such as, but not limited to:

1. Family and medical leave in accordance with federal statutes;
2. Personal reasons other than employment or self-employment;
3. Other legitimate reasons acceptable to the Company

The time frame surrounding each leave, when approved, shall be established regarding duration and date of return. An employee failing to return on the specified date of return shall be deemed to have resigned from employment with the Company. There shall be no extensions or accrual of benefits requiring salary-based contributions by the Company on behalf of an employee during a period of unpaid leave.

Union Leaves

An employee of the Company required to perform in some capacity as a full-time representative of IBEW Local 1837 or the international organization affiliated with the same, shall be granted unpaid leave for the period so required. Such employee shall enjoy a continuation of his/her seniority privilege from his/her last date of hire, and the ability to return to employment with the Company based upon skill set ability or the ability to establish the skills required within six (6) months. If the employee is able to perform at the required level, that employee shall be reinstated to the position held prior to taking leave.

ARTICLE 22 – WORK-RELATED DISABILITY RETENTION

Employees who are determined able to return to regular employment, from an illness or injury which was ultimately determined as work-related and therefore non-controvertible and compensable under the provisions of the Maine Workers Compensation Act, shall be entitled to do so without a reduction of wage and with regular benefit levels as those levels are determined by contributions for time worked. However, such employee shall be required to re-certify, within a reasonable period of time, in the skills required to justify the wage rate.

Positions filled in accordance with this provision shall not be subject to the posting provision of this agreement. The Company shall determine reasonable conditions pertaining to the position affected by this process. The Union maintains its authority to review or challenge the Company's determination.

ARTICLE 23 – BENEFITS

1. Pension

a. Plan Design

- Basic Credit – 6.0%
- Interest Credit - Tied to the yield on One Year Treasury constant maturities – minimum of 4%, maximum of 14%
- Transition Credit - 3% for 20 Years
- Employees hired after August 1, 2016 are ineligible to participate in this pension plan.

b. Basis Valuation

The basis valuation is the present value of the eligible employee(s) accrued age 65 monthly benefit as of 4/7/99 as determined by CMP's actuaries. The accrued benefit determined as of 4/7/99 is CMP's payment obligation. The incremental portion of benefit accruals will be paid through the BRSM Employee Pension Plan.

The basis valuation will be utilized as a starting point for future interest credit calculations in each eligible employee's account.

c. Pension Basic Credit:

The basic credit is a credit provided to active BRSM employees annually. The 6% basic credit is applied to each eligible employee's pensionable earnings.

d. Pension Transition Credit:

The transition credit is a credit provided to eligible active BRSM employees. The transition credit formula is 3% of pensionable earnings for the lesser of 20 years or the date employment ceases with BRSM.

e. Pension Transition Credit Eligibility:

Any active employee who transitioned from CMP to FPL Energy Maine Operating Services, LLC on the date of the sale close date is eligible for the program.

Eligible employees must have been actively employed as of the transition and remained employed through the proposed pension plan implementation date (1/1/2000).

f. Pensions Interest Credit:

An interest credit is a credit provided quarterly to BRSM eligible employees. The interest credit will be applied to the eligible participant's account at the end of the year as long as s/he has a pension balance in the Plan. The interest credit is equal to a percentage of the eligible participant's opening account balance as of the preceding January 1. The rate of interest credit percentage is tied to the yield on one-year Treasury constant maturities. The rate could vary from year to

year, but it will be the same for each eligible participant and will be announced at the beginning of each year. Interest credits are made to the eligible participant's account as long as that account remains with BRSM, regardless of whether or not the eligible participant remains an employee. A partial year's interest credit will be made in the year that the account is distributed. Interest credits will stop when the account is distributed or when the eligible participant commences receiving a monthly pension benefit.

g. Annuity from date of retirement until age 65:

All eligible employees hired prior to March 1, 2023 who meet the following age and service requirements will receive an annual annuity of \$4,000 from the date of retirement until age 65:

Age of Retirement	Year of Service*
55	30
56	28
57	26
58	24
59	22
60 or older	20

* Years of service are based on hire date or adjusted service date (if applicable). For the purposes of this benefit, eligible employees who transferred from CMP to FPL Energy Maine Operating Services LLC at the time of the sale of assets from CMP to FPL, "Years of Service" shall include years worked at CMP. Years of service will be adjusted based on break in service.

Employees hired on March 1, 2023 or after are not eligible for the Annuity.

h. Enhanced Retirement Package:

In the event of an unforeseen reduction in work force, the Company and the Union agree to meet and discuss options to mitigate the effect on the work force.

i. Pensionable earnings include:

- Regular base pay
- Holiday pay
- Vacation pay
- Lump sums (including stipends)
- Temporary relieving pay

2. Retirement Savings Plan 401(k) for employees hired before August 1, 2016

Effective January 1, 2017, for employees hired prior to August 1, 2016 and eligible for participation in the 401(k) plan, overtime pay will be added to the definition of 401(k) eligible compensation. The Company match formula will be amended as follows:

Contributions:	Company Match:
First 3% of eligible 401(k) compensation	100%
From greater than 3% up to 6% of eligible 401(k) compensation	50%

All other plan provisions remain the same.

a. Retirement Savings Plan 401(k) Fees

Retirement savings plan eligible participants will pay for record-keeping fees. Subsequent fee changes (increase or decrease) will be negotiated prior to being passed on.

Retirement savings plan eligible participants will pay for loan fees. The current rates are:

- Loan application fee \$90
- Vanguard.com/VOICE application fee \$40
- Annual maintenance fee \$25 per outstanding loan. The loan fees will be the standard loan fees for all plan members and the union will be notified of any changes.

b. Retirement Savings Plan 401(k) Funds

The participating employee will pay management fees and expenses and any short-term trading fees.

c. Retirement Savings Plan 401(k) Features

- Two loans maximum per participant
- The vesting is 100% after five (5) years of service. Vesting will occur at 20% per year.
- Retirement savings plan participants will be eligible to contribute up to 50% of base pay on a before-tax or after-tax basis (subject to IRS limits).
- Retirement savings plan participants have the opportunity to contribute monies to the retirement savings plan on an after-tax basis, subject to IRS regulatory limitations.
- Eligibility for participation in the 401(k) plan will be the first day of the month following one full month of employment.

d. The Retirement Savings Plan Shall Provide

- Catch-up contributions to the Retirement Savings Plan
- Online investment education, tools and resources
- Hardship withdrawal suspension of six (6) months

3. Retirement savings plan 401(k) for employees hired on or after August 1, 2016

New employees hired on or after August 1, 2016 will be eligible to participate in a 401 (k) plan in which the Company will make a 3% Company contribution and match 100% of the first 6% of the participating employee’s eligible pay.

4. Voluntary Benefits

a. Adoption Assistant

- \$4,000 reimbursement on eligible expenses
- Child must be under 18 and not biologically related to either parent
- Taxability of the benefit is based on IRS regulations

b. Group Legal

- Legal counseling provided through 800 number
- Monthly premium - \$17.00
- Employee paid - including future increases
- Company selected vendor – ARAG

c. Health Care Spending Account

d. Dependent Care Spending Account

5. Paid Time Off

a. Vacation

1. Vacation Schedule

0-2 years	10 days (80 hours)
3-11 years	15 days (120 hours)
12-19 years	20 days (160 hours)
20+ years	25 days (200 hours)
30+ years	30 days (240 hours)
Vacation time may be taken in four (4) hour increments	

2. New employees will accrue vacation at four (4) hours per pay period up to a maximum of eighty (80) hours during their first calendar year. Thereafter, employees will be allowed vacation on the same terms according to the above schedule.

Vacations shall be without duplication and shall be taken at times approved by the Company after consideration of requirements of the Company's business, employees' preferences and preferential privileges of employees with longest length of service. It is understood that regard must be given to requirements of the Company's business in appointing all vacations and in particular one of the three, two of the four, three of the five, and four of the six weeks may be scheduled by the Company for taking at any time during the calendar year, and shall be scheduled at those times and on those operating occasions when in the Company's judgment they can most economically and conveniently be scheduled. Also, in scheduling the third, fourth, fifth or sixth weeks, length of service shall be a factor for consideration only (1) in and among the group of employees entitled to the third week in scheduling that week, (2) in and among the group entitled to the fourth week in scheduling that week, and (3) in and among the group entitled to the fifth week in scheduling that week.

3. Subject to the foregoing provisions, the second, third, fourth, fifth or sixth week of non-shift workers entitled to such length of vacation may be split and taken in separate calendar weeks when in the opinion of the Company such split vacations would not interfere with the operating conditions of the Company. Shift workers will be allowed to split two (2) weeks of vacation. Preference will be given to full weeks over split weeks.
4. Vacation preferences for the first four (4) months of the following year must be indicated on the calendar no later than December 1 of the preceding year. The first two (2) weeks of vacation entitlement must be indicated no later than May 1 of any year. This schedule will then be removed and re-posted on May 15 to indicate any remaining vacation entitlement including carry-over.
5. When requests for vacations are posted, the employee is to designate the order of preference by marking weeks 1, 2, 3, 4, 5 or 6.
6. Up to 120 hours of employees' vacation benefit may be carried over into the following year provided that employees use 80 hours of vacation in the current year. Carried over vacation must be used by August 1st. Absence from work because of vacation will not exceed four (4) consecutive weeks.
7. Employees who are discharged for cause shall not be entitled to vacation benefits. Employees whose employment is otherwise terminated, voluntarily or involuntarily, will be paid any earned but unused vacation. Vacation hours will be earned at a rate of 1/10th per month as of the 15th of each month.

8. In a case where an employee's vacation time has been approved and the employee is subsequently, at the Company's request, required to postpone it or interrupt it in order to work, he or she will receive his or her vacation pay (pro-rated if less than his or her entire vacation time is worked) and, in addition, will receive pay at time and one-half ($1\frac{1}{2}$) for the work performed, all provided no substitute vacation time is offered. If, when an employee's approved vacation time has been changed by the Company, he or she is obliged to forfeit a deposit on a cottage rented for the period, the Company will reimburse the employee for one-half ($\frac{1}{2}$) of the forfeited amount.

9. In a case where the Company does not interfere with the taking of a scheduled vacation, but interference results from the employee falling ill or having an accident just before the end of his or her work prior to his/her vacation period, the Company will, if requested, give the employee a second chance to take a vacation in that calendar year, if (a) the other employees concerned cooperate to that end, and (b) it can be done without additional cost to the Company.

An employee will be entitled to vacation pay if he or she is unable to receive his or her vacation entitlement because of illness or accident and does not return to work before the end of the year, less any actual vacation time which the employee may have received prior to this sickness or accident and provided he or she has performed work for the Company during the year. The time paid as vacation will be considered a break in the employee's sick leave and he or she will become entitled to an additional amount of sick leave for an illness or accident, if necessary, proportionate to the amount of vacation time paid during the month of December.

The amount of vacation entitlement will be based upon the full amount to which the employee has become entitled if the sickness or accident condition occurred on or after July 1. If the sickness or accident condition occurred before July 1, the employee will be entitled to a pro-rata part of such vacation benefit upon the basis of one-sixth ($1/6$) for each month worked after January 1 of a calendar year. Fractions of a month shall be counted as a whole month if the employee concerned has worked one (1) full week in the month.

Notwithstanding any provision of the foregoing, if an employee falls ill in October, November or December with a continuing illness which prevents him or her from taking the balance of his or her regular vacation which has been scheduled during these months, and provided the employee returns to

work before the end of the year, at the Company's option the employee may take the vacation time during the first quarter in the following year, or be paid for said vacation time.

b. Sick Leave

New employees will be credited with ten (10) days in the sick leave bank. Employees will accrue eight (8) sick days each subsequent year, up to a maximum balance in the bank of twenty (20) days. Illnesses of less than ten (10) days will be deducted from an employee's sick leave bank. Employees and the Company recognize the value and benefit of available sick leave and support prudent and responsible use of this benefit. Sick time may be used in four (4) hour increments to accommodate doctors' appointments.

As of the first of the month following 30 days post-ratification, all current employees will be granted ten (10) additional days in their sick bank, not to exceed a total of twenty (20) days in their bank, this provision will expire in 2023 and will not be available in subsequent years.

c. Short Term Disability (STD)

Non-occupational injuries or illnesses in excess of ten (10) days will be covered through a short-term disability program. Full-time employees are eligible for STD after one (1) full month of continuous, active employment.

The employee is responsible to contact the administrator's case management office by the fifth (5th) day of illness to notify the case manager of a pending short-term illness. The Company has the right to request a second (2nd) medical opinion at the Company's expense. Covered short-term disability incidences require the approval of the administrator's case manager based on industry practice guidelines, the individual's medical condition, and the individual's physician's medical evaluation.

Short-term disability insurance continues while the employee is out of work based on medical necessity. Short-term disability runs concurrent with the Family Medical Leave Act. Short-term disability insurance continues through the employee's illness, while medically necessary, up to twenty-six (26) weeks (which includes two (2) weeks of sick time). Following twenty-six (26) weeks, the employee may be eligible for long-term disability coverage. Long-term disability coverage is a separate medical evaluation from the short-term disability. Throughout the injury/illness the case manager will work with the employee to assist in the most efficient recovery, as well as with the employee and the Company towards returning the employee to work as soon as possible. Short-term disability applies to non-occupational illnesses and injuries only and,

therefore, does not cover occupational injuries or illnesses that are covered under workers' compensation or other insurance programs.

Sick Leave / STD

Benefits under the STD are based on length of service as shown in the table below:

	New Hire (>2 weeks)	2 weeks – 14 years	15+ years
Accrual	8 work days	8 work days	8 work days
Elimination 100% (sick days used before STD begins)	10 days	10 days	10 days
100% pay for up to	2 weeks	3 weeks	6 weeks
80% pay for up to	3 weeks	3 weeks	6 weeks
60% pay for up to	19 weeks	18 weeks	12 weeks

Sick Days are accrued each calendar year at the rate of 0.67 days per month up to 8 days per year. The sick days are banked to a maximum bank of 20 days.

The elimination waiting period for STD is 14 calendar days for illness or accidental injury. However, the waiting period will end on the day the employee is hospitalized.

d. Long Term Disability (LTD)

- Full-time employees are eligible for LTD after the first of the month following one full month of employment
- 60% / 60% + COLA
- Company provides full cost of coverage at 60% of pay option and individuals have the option to purchase + COLA at their expense
- Individual should apply prior to twentieth (20th) week for uninterrupted payments
- Individual must apply for social security disability insurance
- Individual will continue to earn pension credits while on LTD; if participant takes a pension distribution then LTD benefits are stopped

An employee's monthly income during a disability can come from several sources:

- Social security disability benefits
- Workers' compensation benefits (if eligible)
- An employee's option under this plan
- Other employer sponsored group disability income (LTD) plans
- Social security retirement income (when eligible, and not approved for social security disability benefits)

The LTD plan will make up the difference between the amount received from other sources and the percentage of pay provided under the option selected - 60%, or 60% plus COLA. No matter how much income is received from other sources, this long-term disability plan will pay employees at least \$100 per month. If lump sum payments are received from these other sources, a portion of the payment will offset the monthly LTD plan benefit.

Medical Continuation While on LTD

An employee who is receiving long term disability benefits pursuant to this Article will be eligible to continue medical insurance coverage for up to two years from the date long term disability benefits begin (after the elimination period) under the same terms that would apply if the employee was actively working. If an employee continues to receive long term disability benefits beyond the two (2) year period (after disability benefits begin), a one time, taxable, \$3,000 lump sum payment will be issued to the employee to assist with obtaining other medical coverage.

e. Jury Duty

All employees called for Jury Duty shall be scheduled on five (5) eight (8)-hour (Monday-Friday) shifts. Such employees will receive full regular pay for time lost up to eight (8) hours per day, and may keep any special pay or fees.

6. Workers' Compensation

In the event of injury(ies) or occupational illness received by employees while performing the duties of their employment (except injury due to the employee's being under the influence of drugs and/or alcohol), the Company shall pay such employees in any one (1) year (dating from anniversary of date of employment) the difference between the compensation payable to them under the Worker's Compensation Laws of the State of Maine and their normal straight-time weekly wage as follows:

- a. 80 hours after one (1) years of continuous service
- b. 120 hours after three (3) years of continuous service
- c. 160 hours after four (4) years of continuous service
- d. 240 hours after five (5) years of continuous service
- e. 320 hours after ten (10) years of continuous service

Such payments shall not be cumulative. The return of an injured employee to their former position shall be subject to said employee's physical condition and fitness to carry on the duties of that position. The Company may require a certificate from a physician acceptable to the Company that the injured employee was unable to return to work during the period of absence. Claiming accident compensation without just cause, failure to furnish the required physician's certificate, or acceptance of employment elsewhere during period of absence shall forfeit all rights under this accident compensation pay plan and subject the employee to termination.

If an employee is found by a physician to be capable of performing some work during the period of recuperation, the seniority provision of this Agreement shall be disregarded, and the employee shall perform such work as may be available at the sole discretion of the Company. An employee may be assigned to work in a lower classification in order to do work that the employee is able to perform.

If, after the period of recuperation, the employee is physically unable to perform the duties of the employee's classification:

- The employee can displace an employee in a job that the employee is physically able and qualified to fill and to which the employee is entitled through accumulated seniority.
- The employee may be placed in a job in an equal or lower classification than the employee is qualified to fill, within the sixty-five (65) mile show up limit.

Workers' Compensation can be used as an offset against LTD benefits.

7. Health & Welfare

Effective August 1, 2016, employees will be covered under the NECA-IBEW Family Medical Care Plan (FMCP) Plan 16 (NECA). These benefits are subject to the current and future eligibility requirements and all plan provisions determined by the NECA Plan. The cost, level of benefits, delivery and payment for services rendered to participants in the NECA management of the NECA services, extensions of benefits, financial solvency, investments, selection of providers, remedy of benefits, financial disapproval of claims, selection of the NECA employees and determination of office locations shall be the sole responsibility and authority of NECA by or through its fiduciaries, Trustees and/or Boards. In addition, methods of delivery of services, selection of the NECA Managers, Advisors, Consultants and any and all personnel shall be the sole responsibility and authority of the NECA by or through its fiduciaries, Trustees and/or Boards.

The Company/Employer shall neither directly nor indirectly be held liable, through this or any agreement, trust, indenture, written or implied, for any reasons or purpose for any aspect of the NECA, its determinations or liabilities either known or unknown, existing or created, prior to or following the date of execution of this agreement. It shall be the singular, sole and thereby limited responsibility of the employer to contribute the specified amounts provided in this agreement. The conditions and methods by which those amounts are provided shall be as follows:

The Company shall pay 75% of the monthly premium and each participating employee shall pay 25% of the monthly premium.

Such contributions shall be made on behalf of all active, permanent, full-time bargaining unit employees. Payments will be forwarded to NECA by the employer on a timely basis. Employees will be covered under The National Electrical Contractors Association for the following benefits and will therefore not be covered by the corresponding BRSM plans: medical), prescription drugs, vision care, dental.

The Company and the Union specifically agree that effective August 1, 2016, notwithstanding any agreement to the contrary, the Company shall have no obligation whatsoever to provide post-employment or retiree medical benefits to any past, current or future employee.

Basic Group Life/Accidental Death & Dismemberment Insurance

The Company will provide employees with Basic Life/Accidental Death and Dismemberment insurance according to the following schedule:

Amount of Insurance

Active employee	\$50,000
Dependent spouse of an active employee	\$5,000
Dependent child of an active employee (older than 6 months)	\$1,000
Dependent child of an active employee (older than 14 days and 6 months or younger)	\$500
Retired Employee, younger than 65	\$20,000
Retired Employee, age 65 and older*	\$10,000
Dependent spouse of a retired employee	\$2,000

Coverage reduction at age 70

* On January 1 that occurs on or next following the date a Participant attains age 70, the Life Insurance coverage reduces to \$5,000

Additional Life/Accidental Death & Dismemberment

In addition, full time, active employees may purchase supplemental life or accidental death & dismemberment coverage for themselves and their dependents according to the following schedule. The employee must be enrolled in supplemental life/accidental death & dismemberment coverage in order to enroll dependents. The rates below are guaranteed until February 28, 2018. After February 28, 2018, the coverage is subject to future rate increases of the plan and the union will be informed of any increases.

Employee: Additional life insurance/AD&D coverage may be purchased up to a total of four (4) times pay (1x, 2x, 3x, 4x) to a maximum of \$1,750,000 based on the following rates:

Age Band	Monthly Rate per \$1,000 of Coverage
>30	0.04
30 - 34	0.06
35 - 39	0.07
40 - 44	0.11
45 - 49	0.17

50 – 54	0.29
55 – 59	0.47
60 – 64	0.60
65 – 69	0.60
70 & Over	0.60

Beneficiary counseling in the event of the employee’s death is included as a feature of the Life insurance plan.

Dependent Life Insurance (Spouse)

Employees may elect supplemental coverage for their spouse up to age 70 in the amounts of \$5,000 or from \$10,000 up to \$50,000 in \$10,000 increments.

Spousal Dependent Life:

Coverage	Monthly Flat Rate
\$5,000	\$0.46
\$10,000	\$0.91
\$20,000	\$1.82
\$30,000	\$2.73
\$40,000	\$3.64
\$50,000	\$4.55

Dependent Life Insurance (Child):

An employee may elect supplemental coverage for their unmarried, dependent child(ren) up to age 19, or age 26 if a full-time student. The employee-paid premium insures all eligible dependent children.

Coverage	Monthly Flat Rate
\$ 5,000	\$0.30
\$10,000	\$0.60

8. Educational Assistance Program

a. Eligibility

Active full-time employees of BRSM are immediately eligible for participation in the Education Assistance Program.

b. Maximum Benefit

The annual maximum amount of tuition assistance is based on the type of degree/non-degree courses approved as outlined below.

Annual Maximum Benefits for Tuition Reimbursement	
Degree/Non-Degree	Full-time Employees
Associate	\$2,400
Bachelor	\$2,400
Master	\$4,200
Associate and Bachelor*	\$2,400
Bachelor and Master*	\$4,200
Non-Degree Courses	\$2,400
*Note: Seeking both degrees simultaneously (dual degrees)	

At an employee's request, which has been approved by his/her supervisor and the General Manager, the Company may reimburse the employee up to an additional \$1,000 per year for tuition.

Expenses for job related qualifications, licensing, materials, books, etc. will be covered under Non-Degree Courses.

c. Undergraduate Degrees

Degree programs at the Associate and Bachelor's levels require the authorization of the employee's immediate supervisor/manager. The degree should meet the business unit's needs and should be in one (1) of the following basic business disciplines:

- Business Administration
- Computer Science/Information Management
- Engineering (all disciplines)
- Engineering, Electrical or Mechanical Technology
- Power Plant Operations
- Finance/Accounting
- Human Resources
- Marketing

The education institution providing the training must have regional accreditation by an agency.

d. Graduate Degrees

Graduate (Master's) degree programs must be in one (1) of the basic business disciplines outlined in the Undergraduate Degrees section of this Article. The program must also meet the following criteria:

- Be directly related to the accountabilities of the employee's job or next logical position in the employee's current career path, and
- Meets the needs of the business unit for advanced expertise in the discipline or area of specialization.

9. Employees will be eligible to utilize the MetLife Home & Auto discount program

ARTICLE 24 – UPGRADES

Supervisory

The Company's policy with respect to temporary fill-ins for four (4) or more continuous hours for other than training purposes, when the supervisor directly in charge of a crew in the field is absent from the crew for that length of time and no other supervision is provided, will be as follows:

- a. The employee assigned to fill in will be paid an additional 10% for all hours worked provided the employee supervises at least two (2) employees.
- b. When a person fills a supervisor position because the supervisor is not available, they will receive a 10% upgrade for such time served.

Bargaining Unit

At such time as the Company requires an employee to temporarily perform work normally performed by an employee of a higher classification, the employee so required shall receive an additional 10% added to their regular rate of pay for all hours worked at the higher classification.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

1. Representatives of the Union, who are full-time employees of the Company, shall perform Union business while continuing on the payroll of the Company only as approved by the Company. However, employees subject to the conditions of this provision may request vacation or other approved leave or be compensated by the Union.

2. Bargaining Committee representatives of the Union who enter into discussions with the Company shall be as determined by the Union except that the number of employees present during the negotiating process shall be limited to a number of persons equaling no more than five percent (5%) of the total number of employees constituting the bargaining unit. However, the Company agrees to provide no loss in regular earnings while attending such meetings to:
 - a. The President of the Local Union when, and only when, said President is an employee of the Company
 - b. Chief Steward of Hydro Operations
3. Stewards' Authority. Persons presented to the Company as representatives of the bargaining unit members, namely Stewards, Chief Stewards, etc., shall do so with authority to settle disputes incorporated with the ability to represent.
4. Employees who have lost normal working time for hours not compensated, however approved by the Company, shall be allowed to "make up" such lost time by working hours other than those constituting their normal hours of work at their straight-time or regular rate of pay providing:
 - a. The Company agrees;
 - b. There is a productive demand for such work;
 - c. Hours in question would fall within the employee's same pay period; and
 - d. Other articles of this Agreement which would disallow or conflict with this provision are waived by the Union.
5. **Bulletin Boards:** The Company will permit the use of bulletin boards, both physical and electronic (if available) for posting officially signed Union bulletins, regarding membership benefits and related issues.
6. Employees will not engage in any activities outside of their working hours for the Company which adversely affect the Company's business or the efficient performance of their duties with the Company. The Company, in turn, will not restrict those activities of employees outside of their working hours for the Company which do not adversely affect the Company's business or the efficient performance of their duties with the Company.
7. The Company shall meet with the Union from time to time at the request of either party at which time it shall provide the Union with copies of all 5500 reports it has filed and other relevant information which the Union shall reasonably request.
8. The phrase "work normally performed" by regular unit employees, as used in this CBA means any and all work for which any bargaining unit employee(s) are qualified (bargaining unit positions are currently; Production Technicians, Senior Production Technicians,

Production Specialists, Production Assistants, Production Clerks) at hydroelectric generation facilities, and storage reservoirs as historically performed. The history of assignment of such work by the Company or any predecessor employer may be relevant to a determination as to whether any work is "normally performed" by its regular employees but shall not be deemed controlling.

The Company and Union further agree that increases in the need for performance of work which is normally performed by its bargaining unit employees will be met by adding positions to the bargaining unit, either regular full-time employees or Project Term employees.

9. The Company shall inform the Union of projects or work that it proposes to assign to an outside contractor. It is intended that contractors shall conform to the Company's safety and working rules. The Company shall not use outside contractors to perform work normally performed by its regular employees if so doing would result in any regular employee being displaced from his/her job, discharged or terminated. Further, if the Company demonstrates that there are compelling circumstances which require that work normally performed by its regular employees [beyond that already being performed by bargaining unit employees] cannot reasonably be performed by staffing through the methods agreed upon in Section 8 of this Article, the Company may subcontract such work, with the following provisos:
 - a. When the Company contracts out work normally performed by its regular employees the Company will offer overtime opportunities to its regular employees in that work location.
 - b. Prior to awarding a contract to a contractor who will be performing work normally performed by its regular employees, good faith meetings with the Union will be held to discuss the work to be done and the reasons it cannot be performed by bargaining unit employees. The intent behind this provision is to provide open and frank discussion with Union Representatives, not mere notification. As a rule, a project review yearly meeting will be set up at the beginning of each year to discuss the anticipated cost and anticipated work to be done by contractors during the year.
10. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge for the purpose of defeating, evading or expanding the terms or intent of this Agreement.
11. Fees for acquiring or renewing licenses and/or certificates as required by job function will be paid by the Company.

12. The Company shall maintain a smoke free workplace. There shall be reasonable accommodations for employees who smoke to do so in an outdoor area. Areas designated as smoke free shall include the passenger compartment of all Company vehicles.
13. The Company may utilize summer temporary employees, however, such employees may only perform functions which are not related to skilled trades or perform as a member of a regular crew. Summer temporary employees may perform duties such as but not limited to light maintenance, lawn mowing, painting, etc.
14. The Company agrees to notify the union during the term of this Agreement with respect to the creation of any new bargaining unit positions and any significant changes in existing classifications within the bargaining unit. Upon request by the union, the Company will negotiate a wage rate for this classification or any changed classification.
15. If a regular full-time employee below retirement age has his/her job eliminated it is the policy of the Company to pay severance pay. Severance pay will be equal to one (1) week's pay for each year of continuous service with the Company from 4-8-99 forward with no less than a minimum of eight (8) weeks total. An entitlement to an additional benefit over and above regular wage or pension benefits offsets the requirement of this provision.

It is understood that if an employee receives severance pay for the period of time for which she or he may be entitled, such time will not be considered additional length of service with the Company. An employee terminated for cause will not be eligible for severance pay.

16. Use of personal vehicles by employees for Company business shall be reimbursed at the IRS standard rate in effect for all business-related, documented mileage. Requests by the Company to utilize a personal vehicle shall be kept reasonable.

An offsite report is a report to any location other than the employee's regular work location. In some cases, an employee may regularly report to more than one location. This is not meant to address regular reporting locations. In the case of an offsite report, an employee shall be entitled to receive payment for the number of miles traveled daily to and from the offsite location and that employee's listed residence, reduced by the total of daily driven miles to and from the regular report site. If the amount or total of miles driven to an offsite location is less than the total of miles driven daily to the regular reporting site, there shall be no adjustments. The amount of compensation provided to the employee qualifying for benefits in accordance with this provision shall be that established by the IRS for mileage reimbursement.

In a case where an employee is called to work on a day which is an extra report, beyond those constituting a normal work week, the mileage driven shall be reimbursed at the amount of actual miles driven. This shall not apply to cases where an employee reports to their regular report site.

17. It is not the Company's intent to allow supervisors not covered by the Agreement to perform work that employees subject to the Agreement are normally required to perform. This is not intended to apply to incidental assignments or emergencies or to chance past practice where supervisors have normally performed more than incidental or casual assignments.

18. BYOD – Bring Your Own Device – Cell Phone Policy

The company will allow employees to participate in the BYOD (Bring Your Own Device) cell phone program within the corporate program guidelines. Those employees who do not participate in the BYOD program must carry a company issued phone for use while working. All new employees hired after March 1, 2023 must participate in the BYOD program. This program does not change the current practice of how employees are called out per Article 10.

19. Definitions – For the purposes of this agreement, the following terms shall have the meaning set forth below:

a. "Project Term Employee"

A Project Term Employee is one hired by the Company on a temporary basis for a specific job of limited duration not exceeding six (6) months, and to perform work normally performed by regular full time employees. The length of the temporary period may be extended beyond six (6) months by mutual agreement. There shall be no lay-offs of regular employees during any period of time that Project Term Employees are employed.

When the use of a single Project Term Employee continues so long as to indicate that a regular job exists (more than 2080 hours in any 12 month period on any individual river basin), the Company agrees to post for a full time regular position unless previously agreed. The purpose of the use of Project Term Employee(s) is to allow the Company to fill peak periods of work normally performed by Regular employees that cannot be performed by the BRSM Staffing Level.

Project Term Employees will be required to join the Union 30 days from their date of hire, with all rights and obligations set out in the CBA, including the Union Security.

When an employee who was hired as a Project Term Employee is made regular, his Company service will begin on the first day he reported to work following the last interruption in his service as a Project Term Employee. If there was no interruption in his service as a Project Term Employee, his Company seniority will begin on the day he first reported to work. If a Project Term Employee is a recalled employee, their seniority will be bridged if made regular.

Pay Rate of Project Term Employees will be commensurate with the qualifications required to perform the work (example- Production Clerk, Production Tech, Sr. Production Tech B, Sr. Production Tech A, Production Assistant) or as mutually agreed for the specific job.

ARTICLE 26 - PAYROLL

The pay period for employees, covered by this agreement, shall be fourteen (14) days. Employees shall be paid bi-weekly. The pay date shall be the Friday first following the close of the pay period.

Employee earnings shall be electronically deposited in the account(s) of their choosing. Employees shall be provided with a check stub/document establishing the allocation of their earnings for their records.

The Company shall act in a reasonable and appropriate manner to provide proper relief at such time as a pay discrepancy may be determined. Legitimate circumstances shall be considered, whether a case of under- or overpayment, as to the effect upon the employee and the Company to reach settlement and properly adjust payment or recover monies owed.

The Company will provide thirty (30) days' notice prior to implementation of the change in paragraph one of this Article.

ARTICLE 27 – UNION SECURITY

The following provisions will apply to the employees in classifications covered by this Agreement:

Employees who are regular employees and members of the Union or who may later become members, shall remain members in good standing as a condition of their employment while working in such classifications and while this Agreement remains in effect.

Employees who are temporary shall apply for membership in the Union within fifteen (15) days after they are made regular and remain members in good standing as a condition of their employment while working in such classifications and while this Agreement remains in effect. Provided that they shall have the right of withdrawal one (1) year after they become regular by notifying the Union by registered mail, return receipt requested, and postmarked within the seven (7) day period immediately preceding the date when they have served one (1) year as regular employees. Before such withdrawal becomes effective, it is understood that on request the Business Manager of the Union and the Director of Labor Relations of the Company will review the reason for the withdrawal, but this shall not prevent the withdrawal from becoming effective if the employee so desires. As soon as such temporary employees reach regular employee status, the Company will forthwith notify the Union giving it the date of such change of status. Any Union retiree who returns to work shall be considered a Union member on the first day of their employment and will be required to join the Union.

Any employee attaining regular employee status who is transferred or demoted on other than a temporary basis to such a classification (covered by this Agreement), shall apply for membership in the Union within fifteen (15) days after the effective date of such transfer or demotion (unless she or he had previously been in the bargaining unit and had exercised his/her right of withdrawal specified above) and remain a member in good standing as a condition of employment while working in such a classification and while this Agreement remains in effect. Provided that he or she shall have the right of withdrawal specified above to be exercised within the seven (7) day period immediately preceding the date when he or she shall have served one (1) year in such classification.

Any employee who has been subject to the above Union membership requirement who is subsequently transferred or promoted, on other than a temporary assignment basis, out of the bargaining unit shall have the right of withdrawing from Union membership in accordance with the constitutional requirement that such withdrawal shall not prevent such employee from renewing Union membership when required herein as a condition of employment. If the Union refuses to accept as a member or refuses to continue the membership of any employee for any reason other than for failure to pay or tender payment of uniformly required initiation fees and periodic dues, the employee shall be exempt from the Union membership provisions of this Article.

The term "member in good standing" means a member whose periodic dues, uniformly required of other members in the unit, are paid or tendered. The term "regular employee" means an employee hired to fill a regular job who has been employed by the Company continuously for a period of six (6) months. The term "temporary employee" means an employee hired to fill a regular job who has not been employed by the Company continuously for a period of six (6) months.

The Company agrees to check off and remit monthly to the Financial Secretary of the Union from the pay of each employee who is a member of the Union and who has so authorized the Company, in writing, by the first day of the month, the regular bi-weekly (effective January 1, 2000) union dues or such amount as may from time to time be certified to the Company as being the current dues voted by the members of Local Union No. 1837, not including initiation fees, fines or special assessments. Such written authorization may be revoked by the employee at any time by written notice to the Company to be effective on the first day of the following month. If an employee, by a change of work assignment, is permanently transferred to an operation outside the bargaining unit, such authorization shall be considered revoked effective the first day of the month following such transfer.

In the event of a transfer of a Union member from one division to another, the Company may continue the authorized dues deduction as established and transfer the employee from one division listing to another. Necessary cancellations or authorizations for different amounts of deduction will be the responsibility of the individual and Local 1837.

The Union shall indemnify the Company and shall hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted, and in the event any action or claim is commenced against the Company to recover from it any sums thus deducted, the Union shall intervene and defend such action or claim.

It is understood that the provisions of this Article shall not apply to: Any supervisor or to anyone exempted from the provisions of this Agreement, including students on vacation work and engineering assistants who may be temporarily assigned to various departments of the Company.

ARTICLE 28 - DURATION

This Agreement, as contained herein, shall stand as the entire agreement between the parties. It shall stand in full force and effect beginning on the first day of March, two thousand and twenty-three (2023) through to its expiration on the last day of February, two thousand and twenty-seven (2027). It shall thereafter automatically renew for an additional year upon the anniversary of its expiration unless either party serves notice to the other party indicating its desire to terminate this Agreement; said notice to be served no sooner than ninety (90), nor later than sixty (60) calendar days prior to the expiration or anniversary thereof. Upon receipt of such notice, the parties shall enter into negotiations for the purpose of reaching mutual agreement to establish a successor to its terms.

This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, benefits, working conditions, and all other items which have been, or could have been, negotiated between the parties prior to the execution of this Agreement. All local agreements, memoranda of understanding, side letters, or other documents which pre-date the execution of this Agreement and deal with wages, hours, benefits, working conditions, or any other negotiable item shall be null and void and of no force or effect unless incorporated into this Agreement by specific language. It is the intention of the parties that this Agreement be the only document defining the terms and conditions of employment of the employees in the bargaining unit.

Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, until its expiration unless agreed to by both parties.

ADDENDUM

MAINE SUPERVISOR GUIDANCE SEVEN CONSECUTIVE WORK DAYS

Throughout the year, the Company finds a need to have employees work overtime due to compliance, safety, environmental, or production issues. Article 9 of the CBA recognizes that it is the Company's decision as to when, where, and what situations to schedule work that require these premium pay rates. These situations vary as most every job has different demands at different times of the year. Due to safety concerns, it is BRSM's philosophy that employees should not work seven consecutive days as a normal or regular practice. However, the Company recognizes that there are some instances where working seven days a week cannot be avoided, i.e. major overhauls, high water, emergency situations, rack raking, icing conditions & other needs on a case-by-case basis. This guidance is intended to articulate when and how those instances should occur.

Day Workers: It is unlikely that day workers would be required to work seven consecutive days. This is highly discouraged as the workers are not accustomed to such a schedule and fatigue could pose a safety issue.

Shift worker: It is extremely unlikely to require a shift employee to work more than six days in a row. Due to the nature of shift work, if extreme circumstances required such measures, the employees should preferably be placed on straight days or nights to mitigate fatigue.

Factors to Consider:

Typically Saturday and Sunday work is scheduled on a volunteer basis and it is not planned every weekend of the year. If a volunteer does not come forward, but the work is of an urgent nature, this work can be assigned using the overtime list process. From time to time, employees may volunteer to work seven consecutive days. In this situation, it is the Company's position to do this as a last resort and only on a case-by-case basis. If no other volunteers are available, supervisors should consider the following:

- Type of work being performed, and physical or mental demands required
- Safety risk to worker or coworkers posed by fatigue
- The urgency or necessity of completing the work prior to the next week
- Total number of hours worked throughout the week
- Total number of hours of work needed to be accomplished
- Any other workers available to volunteer from other locations or groups
- Availability of another worker through the overtime list process

If at any time a supervisor or employee has concerns about the employee's ability to safely perform work due to fatigue, the employee shall not perform the task. This applies to regularly scheduled work, overtime work, and/or call-out.

In witness whereof, The Company has caused these presents to be signed in Its name and on Its behalf and local Union No. 1837 of the International Brotherhood of Electrical Workers has caused these presents to be, signed in Its name and on Its behalf by Its duly authorized officers, on the ____ day of _____, 2023.

LOCAL UNION No. 1837 IBEW

Brookfield Renewable Services Maine LLC

BY: _____

BY: _____

Tony Sapienza
IBEW Local 1837 Business Manager

Tom Uncher
Vice President

BY: _____

BY: _____

Ed Goodale
Chief Steward

Steve Michaud
Director of Operations