

IBEW/CMP Contract / May 1, 2004 –April 30, 2009

Please note: Supplement for Dispatchers available in a separate download.

THIS AGREEMENT entered into by and between **CENTRAL MAINE POWER COMPANY**, hereinafter referred to as "Company" and **LOCAL UNION NO. 1837 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, hereinafter referred to as "Union",

WITNESSETH:

WHEREAS, both the Company and the Union desire to maintain, with respect to the employees of the Company represented by the Union, an effective collective bargaining relationship between them, to provide means for the amicable settlement of grievances and disputes, to fix the wage scale of said employees, to provide reasonable and fair working hours and conditions for said employees, to enable the Company to furnish efficient and high grade service to the public, and to 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 I RECOGNITION

Section 1. The Company recognizes the Union as exclusive representative in the Company:

Lineworkers, Troubleshooters, Field Planners, Line Inspectors, Helicopter Patrollers, Operations Clerks, Utility Workers, Cable Splicers, Service Workers, Service Journey Workers, Revenue Data Readers, Radio Service Testers and Installers, Protective Equipment Testers, Mechanics, Inventory Parts Clerks, General Helpers, Inventory Handlers, Stockhandlers, Freight Deliverers, Message and Material Deliverers, Material Handlers, Warehouse Clerks, Customer Communication Dispatchers, Meter Techs, Meter Lab Technicians, Meter Testers, Lead Shop Technicians, Shop Technicians, Rigger Mechanics, Machinist Welders, Material and Waste Technicians, General Repairers, NASC Clerks, Electrical Specialists, Lead Carrier Technicians, Lead Power Technicians, Electrical Techs, Power Techs, Substations Technicians, Clerks, General Clerks, Line Clerks, Meter Clerks, Service Center Customer Representatives, and Portland Customer Relations Center

Representatives. The foregoing recognitions do not include, but specifically exclude executives, working supervisors and supervisors, confidential employees and secretaries in the offices of Managers, Directors, and Supervisors, sales persons, local representatives, specialists, and system and area dispatchers.

Section 2. The Union represents part-time employees that do bargaining unit work in Company locations currently covered by the contract and its addendums.

See Supplement to Agreement - Part-Time and Casual Temporary Employees.

Section 3. The words "employees" and "employee", as hereinafter used, unless the context otherwise specifically requires, mean the employees designated in this Article. Provided, however, that if a majority of production or maintenance employees in any job classification other than one which is supervisory in the Company, desire to be represented by the Union in these bargaining units, and if such classification is included in one of the other division bargaining units in the Company, such employees may, upon proof satisfactory to the Company of their desire, be included in this bargaining unit at the wage rate paid in the other bargaining unit and this Agreement shall apply to them from the date of such inclusion.

ARTICLE II NEW EMPLOYEES

Section 1. New employees shall remain on the basis of temporary employment until notified by the Company that their employment is considered regular. This period of temporary employment shall not exceed six (6) months from the date of hiring. However, all new hires in Union classified positions will become union members immediately upon hire. The Union may not represent new employees in termination matters until their six month probationary period is completed.

Section 2. The Company will notify the Union of all new hires and terminations in represented classifications within one week of their occurrence. Rates of pay for new hires shall be included in the notification. All new hires will receive their pay by direct deposit.

**ARTICLE III
COOPERATION**

Section 1. Union employees of the Company agree to perform efficient work and service and to support efforts of the Company to achieve greater productivity. They and the Union further agree that they will use their influence and best endeavors to protect the property of the Company and to avoid waste of time and manpower, materials, tools and equipment.

**ARTICLE IV
DISCRIMINATION**

Section 1. 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. The Union further agrees that there will be no solicitation of Union membership on Company time. Union officials will consult with appropriate department heads for approval prior to conducting Union business on Company time.

Section 2. Neither the Company nor the Union 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, sexual orientation, national origin, physical or mental handicap, marital status or status as a disabled veteran or veteran of the Vietnam era.

**ARTICLE V
WORKING HOURS**

Section 1. The normal workweek shall be five (5) days per week and the normal workday shall be eight (8) hours per day. Except for shiftworkers and others listed in Section 2 below the regular hours of work for all employees normally working five (5) days per week shall be Monday to Friday inclusive, as listed below:

Line Departments, Substations Operations and NASC Services

Departments:

7:00am to 3:30pm with a one-half (½) hour noon period, with no noon travel. Employees will be expected to bring their lunches which will be eaten at or near the job site, unless the supervisor determines the conditions unsuitable and locates a more suitable location.

Revenue/Service & Business Department:

7:30am to 4:00pm with one-half (½) hour noon period.

Garage Employees:

First Shift - 7:00am to 3:30pm with one-half (½) hour noon period; Second Shift - 3:30pm to midnight with one-half (½) hour meal period.

Warehouse, Safety Test Lab, Technical Meter Dept. & Radio Service Department:

7:00am to 3:30pm with one-half (½) hour noon period.

Section 2:

A. Some persons in the following classifications may work the following flexible work schedules:

Line Workers and Cable & Underground Workers assigned to construction work, or, on a voluntary basis for routine duties, may work four (4) 10-hour days per week in the Monday to Friday time period. The hours worked will be in a 5:00am to 6:00pm window of time.

Troubleshooters Under 12-Hour Shift Agreement:

Start times to be determined locally according to local business needs, but will fall in the 5:00am to 7:00am and 5:00pm and 7:00pm windows of time.

Operations Clerks assigned WMS related work:

6:00am to 2:30pm and 11:00am to 7:30pm.

May be assigned four 10-hour days per week in the Monday to Friday time period. The hours worked will be in a 5:00am to 6:00pm window of time.

Service Journey Workers and Revenue Data Readers assigned DNP's, reconnects, premise visits, EMR and WMS related work:

May be assigned 8-hour workdays which fall in the 9:30am to 8:00pm window of time.

Clerical Workers assigned WMS, MMS, DNP processing and EMR:

6:00am to 2:30pm; 7:00am to 3:30pm; 10:00am to 6:30pm;

11:00am to 7:30pm.

May be assigned four 10-hour days per week in the Monday to Friday time period. The hours worked will be in a 5:00am to 6:00pm window of time.

Substations Operations & NASC Services:

All Substations and NASC classifications may be assigned 10-hour days per week in the Monday to Friday time period. The hours worked will be in a 5:00am to 6:00pm window of time.

Stores Department:

Inventory Handlers & Stock Handlers Assigned Work to Support Others Working Flexible Hours:

6:00am - 2:30pm
7:00am - 3:30pm
9:30am - 6:00pm

Service Workers:

May be assigned 8-hour workdays which fall in the 7:00am to 8:00pm window of time.

Company Warehouse:

Freight Deliverer, Material Handlers, Messenger Deliverers:

6:30am - 3:00pm
8:00am - 4:30pm

Portland Customer Relations Center Customer Representatives*:

7:00am - 3:30pm
7:30am - 4:00pm
8:00am - 4:30pm
8:30am - 5:00pm
9:30am - 6:00pm
11:30am - 8:00pm

* May also offer a new (4) four-day, (10) ten hours per day schedule on a voluntary basis.

All work hours listed in this Section except for troubleshooters working 12-hour shifts provide for a one-half (½) hour unpaid meal period.

B. Any changes in work schedules, shifts, or working hours outlined in this Article will be made for a period which is not to be less than one (1) week in length.

C. The Company shall give the Union a minimum of one (1) week notice of any such changes in work schedule, shift, or working hours. The Company will attempt to make changes so as to start at the beginning of a normal pay period and stop at the end of a normal pay period.

Section 3. If the Company determines in the future a need for alternate work schedules not listed in Section 2, it must first negotiate the proposed changes with the Union outlining the business justification for the change. Any changes made will conform to the requirements of Section 2B & 2C above.

Section 4. When crews are scheduled to work away from their regular reporting location for five (5) days or more, and the location of the job is more than one and one-half (1½) hours from headquarters, the employee will be allowed to travel back to headquarters on Wednesday afternoons and will return to the job site on Thursday mornings. Crews working away from their regular reporting location four (4) days or less will not be allowed to travel back to headquarters during the workweek.

Section 5. The traveling line crew - when traveling line crew members are required to travel more than one and one-half (1½) hours one way to the job site, the Company will provide lodging (two (2) per room).

ARTICLE VI OVERTIME AND STAND-BY DUTY

Section 1. One and one-half (1½) times the regular hourly rates of pay shall be paid for all work in excess of eight (8) hours in the day and forty (40) hours in the week, without duplication. Except for changes in schedule caused by changes in the lunch period or reporting time or by operating conditions, as for work in stations and substations, where changes in schedule may continue to be made upon customary notice which shall be at least twenty-four (24) hours when change of an employee's day off is concerned, and except as otherwise provided in this Agreement or in interpretations thereof mutually agreed upon, for work performed outside of their normal scheduled work day, employees shall be paid at one and one-half (1½) times their regular hourly rates without duplication. It is understood that changes in schedule will be kept to a minimum consistent with good operating procedures and the Company will give as much advance notice thereof as is reasonably possible under the circumstances. No major changes in schedule shall be made without discussing them

with the Union.

All employees ordered to report for overtime duty shall receive for such work one and one-half (1½) times pay, except for Sundays when they shall receive double time pay for all hours worked, said time to be computed from the time they report at the regular work location until excused.

Employees who have worked overtime shall not ordinarily be required to layoff from normal work because of such overtime and should layoff be required there will be no loss of normal straight-time pay due to such layoff.

Overtime work shall be offered equally among all employees when practicable. A standard rotating overtime list will be used. (Person A is at the top of the list for one (1) week and offered planned overtime or called in for unplanned overtime first during that week. The next week Person A goes to the bottom of the list and Person B goes to the top, etc.).

Section 2. An employee who has gone home after his regular duty, or, who has returned home after a call-out, and thereafter, upon call from the Company, returns for emergency work, shall receive for each call-out no less than an amount equal to four (4) hours pay at straight-time rates except that if he is called out between the hours of midnight and 5:00am, he shall receive no less than an amount equal to six (6) hours pay at straight-time rates which shall be in lieu of any form of travel allowance. It is understood that such minimums will not apply where the call-out is within two (2) hours of the start of his regular period of work and the employee does not return home before beginning such work. If an employee is called out on a holiday, he shall receive an amount not less than six (6) hours of regular pay.

When an employee is on a call-out, he should clear the job with the Communications Center when the job is completed and return home. If the employee receives another call during the first call-out or, receives another call before he gets home, he shall report his time as continuous overtime, not as two call-outs. Employees shall report the time they actually work on their time sheets. The word "home" in this Section means that the employee is home or could have been home.

It is the Company's policy to give as much advance notice of planned overtime work requirements as is reasonably practicable under the circumstances. When an employee reports for such work, the stated call-out provision will apply and it is understood that if the planned work is held up he may be assigned other

available work. If he is advised on less than eight (8) hours notice not to report for such work, he will receive two (2) hours pay at straight-time rates. On days outside of his regular work week, and on days during his regular work week, he will receive up to two (2) hours pay at straight-time rates for that portion of time that occurs between the scheduled beginning of the canceled job and his regular starting time for the day.

It is understood that an employee on a call-out is covered by workers' compensation insurance while traveling directly to headquarters or the job site to take care of an emergency.

The following job classifications fall under the call-out provision as described below:

All Lineworkers, Cable Splicers, Trouble Shooters, and Helpers in progression in one of these classifications:

Customer Communications Dispatchers

Helicopter Patrollers

Utility Workers

All Substation Operations and NASC Services Technicians, Riggers, Welders, and Helpers in progression in one of these classifications

Service Workers and Service Journey Workers who post into these positions after May 1, 2004

The above classifications will be required to make themselves available at their regular reporting base within forty-five (45) minutes, under normal driving conditions, and within posted speed limits. This is to be used as an operating guide. In each case, local conditions must be evaluated so that normally the employee can make himself available within the prescribed time after receiving a call.

Section 3. Premium payments provided in this contract and in the previous contracts for work in excess of eight (8) hours in the work day and forty (40) hours in the work week and for work outside the employee's normal scheduled work day have been and are made as non-duplicating and non-pyramiding payments for work in excess of such normal working hours and are to be credited toward any statutory overtime compensation due.

Section 4. All lineworkers coming into the lineworker progression after May 1, 1982 will be required to take their own stand-by for a period of not less than four (4) years from the time they are qualified to take stand-by.

Lineworkers in the lineworker progression prior to May 1, 1982 may waive stand-by duty provided they secure a replacement who is a qualified lineworker; if they are unable to secure a replacement they will be required to perform the scheduled duty.

Lineworkers and Substations Operations and NASC Services workers assigned by the Company to do stand-by duty for the purpose of taking trouble calls outside of their normal scheduled working hours shall be paid for such stand-by duty as follows: (a) ten (10) hours pay at straight-time rates if required to stand by for seven (7) consecutive days, or (b) two (2) hours pay at such rates for each Saturday, Sunday, holiday or other day they are required to stand-by where less than seven (7) days stand-by duty is required. When a holiday is observed within the stand-by period, two (2) hours pay at straight-time rates will be added to the amount otherwise paid for such stand-by period. All workers on stand-by duty will be included in scheduled overtime work in a reasonable and consistent manner if possible.

Section 5. If an employee is required to work sixteen (16) or more consecutive hours, he will be allowed a rest period of eight (8) hours off before returning to work, unless an emergency continues or arises which makes it necessary for the Company to continue his work or to call him back to work before the expiration of the 8-hour period. Any part of such 8-hour rest period which extends into the employee's normal work schedule will be paid for at normal straight-time rates. Time taken for meals during work, and one, and only one, break from work of not more than two (2) hours, will be counted in computing the sixteen (16) consecutive hours worked. An employee who has completed sixteen (16) or more consecutive hours of work and has been released for rest shall take the eight (8) hours rest due unless directed to report back to work at an earlier hour by his supervisor. If an employee is released for rest time at his regular reporting time, or up to one hour after that time, the normal noon hour period will not be counted as part of the rest period and any unworked portion of his regular work schedule for that day will be paid.

Section 6. If an employee is required to work more than sixteen (16) consecutive hours, hours actually worked in excess of sixteen (16) will be paid at double time until the employee has had a rest period of at least eight (8) hours.

Section 7. Under normal working conditions, the maximum number of continuous hours worked will be seventeen (17)* followed by a minimum of seven (7) hours of rest.

Section 8. Duty people should work no more than seventeen (17)* hours in any twenty-four (24) hour period before being required to take a minimum of seven (7) hours rest.

All workers standing duty who work between the hours of 11pm and 5am will be allowed to report for work late the next day by the amount of time they worked between 11pm and 5am if they returned home after working. If they did not return home from work, they will be allowed to leave work early by the amount of time they worked between 11pm and 5am. All rest time granted for hours worked between 11pm and 5am will be paid at straight-time rates. If a person standing duty reports after 3am, they will not be entitled to rest time.

*Section 7 and 8 - Employees should notify the supervisor in charge two hours prior to the maximum number of hours available to work.

Section 9. All workers who are not on stand-by duty who work overtime between the hours of 12am and 3am, will be allowed to leave work early that day by the amount of time they worked between 12am and 3am. All rest time granted for hours worked between 12am and 3am will be paid at straight-time rates.

This applies only to unplanned work, planned work with less than 24-hour notice and emergency response. This is not in effect during a declared system emergency where the employee receives rest time under the 17/7 provisions of the contract.

If the employee is entitled to rest under this section, Management may offer the employee to continue working. If the employee elects to continue to work, he will be paid two (2) times his normal rate of pay for those hours that the employee would have been on rest. The balance of the scheduled day shall be paid at the regular straight-time rate.

Start and stop times are based on the worker's normal reporting location.

This section will be reviewed in May of 2005. At that time, Management and the Union will open discussions to consider changes. If parties do not agree to changes during these discussions, the above terms will remain in force for the term of the Contract. There will be no pyramiding of rest time benefits.

Section 10. The following continuous work hours policy will be in effect when Management declares a "system emergency":

- a. On the first day of system emergency, the maximum number of continuous hours worked will be twenty-four (24), followed by a minimum of seven (7) hours rest.
- b. The second and all subsequent days of the system emergency will follow the 17/7 rotation.

If a system emergency lasts no longer than the initial twenty-four (24) hours worked, all hours worked will be paid according to the current pay rules. If the emergency lasts longer and employees are put on a 17 and 7 work and rest cycle, all hours from the beginning of the emergency will be paid at one and one-half times the normal rate of pay.

The system emergency pay provisions (1.5 times normal rate of pay for all work and rest hours) end with the last hour worked if it is followed by a mandatory eight (8) hours rest period.

Hours worked on Sundays or holidays during a declared emergency will be paid at the rates provided in the overtime and holiday pay sections of the Contract. Troubleshooters (on-shift or off-shift) will be paid double time for hours worked on Sundays or holidays during system emergencies.

During a system emergency, the Company will provide breakfast and dinner. If the employee elects not to eat breakfast or dinner meal, they will not be eligible for an in lieu of for breakfast or dinner. The employee is responsible for lunch but the Company will pay an in lieu of for lunch.

Section 11. When employees who have lost normal working time, work on their day or days off, the hours worked equivalent to those lost shall be considered as normal working time and paid for at straight-time rates, and they shall be allowed by arrangement with their supervisor to make up such lost time whenever possible, provided such lost time is made up within the same week in which it occurs. When such arrangement is made, it shall be considered that the employee has changed his schedule for that week, his lost time falling on his day off and his work time falling within his normal work period. Whenever such lost time is the result of an unexcused absence and the employee works on his day or days off, the hours worked equivalent to those lost shall be considered as make-up time and paid for at straight-time rates, whether or not such work is requested by the employee.

**ARTICLE VII
VACATIONS**

Section 1. Employees completing six (6) months continuous service with the Company not later than October 1 in any calendar year will be allowed in said year, a continuous vacation with straight-time pay of one (1) normal work week (40 hours) in that year. Thereafter, employees will be allowed vacation on the same terms according to the following schedule:

<u>YEARS</u>	<u>VACATION</u>
1	2 weeks (80 hours)
5	3 weeks (120 hours)
12	4 weeks (160 hours)
20	5 weeks (200 hours)

Vacations shall be without duplication and shall be taken at times appointed 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 in scheduling so many vacations among so many employees, greater 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, and three of the five 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 and fifth 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.

Section 2. Subject to the foregoing provisions, the second, third, fourth, or fifth 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. In addition, fractional parts of a week (including unused holiday entitlement) may be carried forward to the following year with the understanding that in no event will it be used in increments of less than a day. Fractional vacation and holiday combinations shall not exceed a total of thirty-two (32) hours, or four (4) days. Shift workers will be allowed to split two (2) weeks vacation at absolutely no cost to the Company. Preference will be given to full weeks over split weeks, and in no event may a vacation be split into a smaller unit than a day, except as described in Article XXVI.

Section 3. 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 reposted on May 15 to indicate any remaining vacation entitlement including carry-over.

Section 4. When requests for vacations are posted, the employee is to designate the order of preference by marking weeks 1, 2, 3, 4 or 5. Also, if a holiday occurs during a vacation period, the employee can request, at the time of posting, an additional day of vacation and the Company may either grant the Friday before or another day in the 15-month vacation scheduling calendar, or in lieu thereof, the Company may grant holiday pay.

Section 5. Up to two (2) weeks of employees' vacation benefit may be carried over into the following year provided that employees use the allotted time in full week increments and indicate their choice on a 15-month vacation scheduling calendar with first consideration given to employees with the longest length of continuous service. An employee may, in addition to the previously mentioned two (2) weeks, as indicated above, carry-over up to four (4) split vacation days. Any carry-over

from one year to the next must be used by April 30 of the following year, and it is further understood that the total absence from work because of vacation will not exceed four (4) consecutive weeks.

An employee may indicate on the vacation scheduling calendar that his first and/or second week(s) of vacation entitlement are to be used during the carry-over period, and in so doing, waives his right to protect those two (2) weeks in the calendar year in which the entitlement was earned.

Section 6. Employees who are discharged for cause shall not be entitled to vacation benefits. Employees whose employment is otherwise terminated, voluntarily or involuntarily, (a) on or after July 1 of any calendar year shall be entitled to a vacation benefit which would be due had they worked the entire calendar year, and (b) prior to July 1 of any calendar year shall be entitled to a pro-rata part of such vacation benefit upon the basis of one-sixth of the vacation pay for each month worked after January 1 of that calendar year. Fractions of a month shall be counted as a whole month in the pro-rating if the employee concerned has worked one (1) normal work week in that month. Employees who are retired under the Company's Retirement Income Plan on the first of the month immediately following their birthday will be entitled to vacations in full for the year in which they are retired provided they perform work for the Company in that year.

Section 7. Any employee who elects to retire on a date other than the first of the month immediately following their birthday, must work three (3) months into any calendar year (retirement date of April 1, or after) in order to qualify for his full vacation entitlement. Up to one (1) week of vacation entitlement may be taken at any time during the 1st quarter in order for the employee to get his full vacation entitlement. All other vacation benefits will be pro-rated on the basis of one-sixth (1/6) vacation entitlement for each month worked.

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

amount.

Section 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 work prior to his vacation period, the Company will, if requested, give him a second chance to take a vacation in that calendar year, if (1) the other employees concerned cooperate to that end, and (2) it can be done without additional cost to the Company.

An employee will be entitled to vacation pay if he is unable to receive his 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 he may have received prior to this sickness or accident and provided he has performed work for the Company during the year.

The time paid as vacation will be considered a break in his sick leave and he 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, he 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 from taking the balance of his regular vacation which has been scheduled during these months, and provided he returns to work before the end of the year, at the Company's option the employee may carry over the vacation time until April 30 of the following year, or be paid for said vacation time.

**ARTICLE VIII
HOLIDAYS**

Section 1. New employees who are hired for full-time regular jobs shall receive their normal straight-time pay on holidays whether or not they are celebrated on their normal scheduled work days.

When employees are assigned work on a holiday, they shall also receive, in addition to such holiday pay, pay at time and one-half for all hours worked which fall within the employee's regularly scheduled work hours and pay at two and one-half (2½) times for all hours worked outside of the employee's regularly scheduled work hours. The following days are considered as holidays for the purposes of this Agreement:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

Section 2. After becoming a regular employee, the Floating Holiday for each employee may be taken on a mutually agreed upon day if the employee makes the request thirty (30) days in advance and there is no interference in the Company's operation. The Floating Holiday may be carried over until April 30 of the next calendar year. The Floating Holiday will be reported on time sheets and employees' paycheck stubs as an additional day's vacation.

Section 3. Holiday pay will be paid where such employee is on jury or witness duty, sickness, accident or funeral leave or other leave of absence provided he is eligible for pay from the Company while he is on such leave except that if he is on extended sick leave, he shall receive pay only for the holidays which fall within the calendar year in which he performs work for the Company. In cases where an employee receives holiday pay within a sick leave period, he 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, he 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 election, (2) the

Company determines that operating conditions permit it and (3) there is no additional cost or other penalty to the Company.

Section 4. When a holiday falls on Sunday, Monday will be the day observed. Likewise when a holiday falls on Saturday, Friday will be the day observed for the purposes of this Agreement. When a holiday falls on any other day, that day will be the day observed for the purposes of this Agreement, except that by mutual consent of the Company and the Union, 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.

Section 5. All employees who work under a 12-hour shift agreement will be paid twelve (12) hours of holiday pay if the holiday falls on a scheduled workday.

ARTICLE IX WAGES

Section 1. The minimum wage rates of employees, subject to all the provisions in this article contained, shall be as follows during the term of this Agreement and any extension thereof.

WAGES
05/01/2004-04/30/2009

	5/1/2004	5/1/2005	5/1/2006	5/1/2007	5/1/2008
LINE DEPARTMENT					
Lead Lineworker (T&D)	25.63	26.40	27.19	28.01	28.78
Lineworker 1/C (T&D)	23.30	24.00	24.72	25.46	26.16
Trouble Shooter 1/C (T&D)	23.88	24.60	25.34	26.10	26.82
Lineworker 1/C	22.90	23.59	24.30	25.03	25.72
Trouble Shooter 1/C	23.46	24.16	24.88	25.63	26.33
Trouble Shooter 2/C	20.01	20.61	21.23	21.87	22.47
Lineworker 2/C	20.01	20.61	21.23	21.87	22.47
Lineworker 3/C	18.08	18.62	19.18	19.76	20.30
Lineworker Apprentice	16.67	17.17	17.69	18.22	18.72
Field Planner "E" (Position Eliminated)					
* Field Planner	21.36	22.00	22.66	23.34	23.98
Line Inspector	18.78	19.34	19.92	20.52	21.08
Helicopter Patroller	21.01	21.64	22.29	22.96	23.59
Line Clerk	16.98	17.49	18.01	18.55	19.06
Operations Clerk	17.62	18.15	18.69	19.25	19.78
Helper (a)	12.40	12.77	13.15	13.54	13.91
Traveling Lineworker 1/C (T&D)	24.34	25.07	25.82	26.59	27.32
Traveling Lineworker 2/C	21.04	21.67	22.32	22.99	23.62
Traveling Lineworker 3/C	19.11	19.68	20.27	20.88	21.45
* Field Planner E position has been eliminated. Contract reflects new rates for Field Planner position.					
CABLE AND UNDERGROUND DEPARTMENT					
Cable Splicer 1/C	23.30	24.00	24.72	25.46	26.16
Cable Splicer 2/C	19.07	19.64	20.23	20.84	21.41
Cable Splicer 3/C	18.08	18.62	19.18	19.76	20.30
Cable Splicer Apprentice	16.67	17.17	17.69	18.22	18.72
Helper (a)	12.40	12.77	13.15	13.54	13.91
REVENUE/SERVICE DEPARTMENT					
Service Worker 1/C	20.22	20.83	21.45	22.09	22.70
Service Worker 2/C	17.66	18.19	18.74	19.30	19.83
Service Journey Worker I	17.00	17.51	18.04	18.58	19.09
Service Journey Worker II	14.96	15.41	15.87	16.35	16.80
Revenue Data Reader	12.70	13.08	13.47	13.87	14.25
Revenue Data Apprentice	10.50	10.82	11.14	11.47	11.79
RADIO SERVICE DEPARTMENT					
Radio Svc. Test. Install. 1/C	21.74	22.39	23.06	23.75	24.40
Radio Svc. Test. Install. 2/C	19.47	20.05	20.65	21.27	21.85
Radio Svc. Test. Install. 3/C	18.00	18.54	19.10	19.67	20.21
Helper (a)	12.40	12.77	13.15	13.54	13.91

WAGES
05/01/2004-04/30/2009

	5/1/2004	5/1/2005	5/1/2006	5/1/2007	5/1/2008
TECHNICAL METER DEPARTMENT					
Meter Tech A	22.98	23.67	24.38	25.11	25.80
Meter Tech B	19.07	19.64	20.23	20.84	21.41
Meter Lab Technician	22.39	23.06	23.75	24.46	25.13
Meter Tester A	17.82	18.35	18.90	19.47	20.01
Meter Tester B	16.20	16.69	17.19	17.71	18.20
Stock Handler A	17.13	17.64	18.17	18.72	19.23
Stock Handler B	16.20	16.69	17.19	17.71	18.20
Helper (a)	12.40	12.77	13.15	13.54	13.91
SAFETY DEPARTMENT					
Protective Equipment Tester 1/C	19.27	19.85	20.45	21.06	21.64
Protective Equipment Tester 2/C	17.78	18.31	18.86	19.43	19.96
Helper (a)	12.40	12.77	13.15	13.54	13.91
GARAGE DEPARTMENT					
Auto Tech Mechanic 1/C Premium	0.75	0.75	0.75	0.75	0.75
Mechanic 1/C	21.40	22.04	22.70	23.38	24.02
Mechanic 2/C	18.32	18.87	19.44	20.02	20.57
Mechanic 3/C	16.87	17.38	17.90	18.44	18.95
Inventory Parts Clerk	18.86	19.43	20.01	20.61	21.18
Operations Clerk	17.62	18.15	18.69	19.25	19.78
General Helper 1/C	14.98	15.43	15.89	16.37	16.82
Helper (a)	12.40	12.77	13.15	13.54	13.91
SUBSTATION OPERATIONS					
Electrical Specialist	25.51	26.28	27.07	27.88	28.65
** Lead Carrier Technician	24.48	25.21	25.97	26.75	27.49
** Electrical Tech I	23.74	24.45	25.18	25.94	26.65
** Power Tech I	23.74	24.45	25.18	25.94	26.65
Lead Power Technician	24.48	25.21	25.97	26.75	27.49
Substations Tech 1/C	21.96	22.62	23.30	24.00	24.66
Substations Tech 2/C	19.07	19.64	20.23	20.84	21.41
Substations Tech 3/C	17.53	18.06	18.60	19.16	19.69
Apprentice (a)	17.04	17.55	18.08	18.62	19.13
SubStations Clerk	17.62	18.15	18.69	19.25	19.78
** Company will not post any more positions					
SERVICE CENTER STORES STOCK DEPARTMENT					
Inventory Handler	17.79	18.32	18.87	19.44	19.97
Stock Handler A	17.13	17.64	18.17	18.72	19.23
Stock Handler B	16.20	16.69	17.19	17.71	18.20
Janitor	12.70	13.08	13.47	13.87	14.25
Helper (a)	12.40	12.77	13.15	13.54	13.91

WAGES
05/01/2004-04/30/2009

	5/1/2004	5/1/2005	5/1/2006	5/1/2007	5/1/2008
COMPANY WAREHOUSE					
Freight Deliverer	18.30	18.85	19.42	20.00	20.55
Messenger & Material Deliverer	16.95	17.46	17.98	18.52	19.03
Lead Material Handler	21.00	21.63	22.28	22.95	23.58
Material Handler I	18.30	18.85	19.42	20.00	20.55
Material Handler II	16.95	17.46	17.98	18.52	19.03
Warehouse Clerk	15.87	16.35	16.84	17.35	17.83
Helper (a)	12.40	12.77	13.15	13.54	13.91
NASC SERVICES					
Lead Shop Technician	24.48	25.21	25.97	26.75	27.49
Shop Technician I	23.74	24.45	25.18	25.94	26.65
Shop Technician II	21.96	22.62	23.30	24.00	24.66
Shop Apprentice (a)	15.87	16.35	16.84	17.35	17.83
Lead Rigger Mechanic	22.12	22.78	23.46	24.16	24.82
Rigger Mechanic	21.40	22.04	22.70	23.38	24.02
Machinist Welder	22.12	22.78	23.46	24.16	24.82
Lead Hazardous Waste Technician	21.00	21.63	22.28	22.95	23.58
Material and Waste Technician	18.55	19.11	19.68	20.27	20.83
General Repairer	12.70	13.08	13.47	13.87	14.25
NASC Clerk	17.62	18.15	18.69	19.25	19.78
COMMUNICATIONS CENTER					
Lead Customer Comm. Dispatcher	18.42	18.97	19.54	20.13	20.68
Customer Comm. Dispatcher	17.22	17.74	18.27	18.82	19.34
Helper (a)	12.40	12.77	13.15	13.54	13.91
UTILITY WORKERS					
Utility Worker 1/C	20.22	20.83	21.45	22.09	22.70
Utility Worker 2/C	17.82	18.35	18.90	19.47	20.01
Utility Worker 3/C	16.23	16.72	17.22	17.74	18.23
Helper (a)	12.40	12.77	13.15	13.54	13.91
PORTLAND CUSTOMER RELATIONS CENTER/SERVICE CENTER CLERICAL					
Customer Relations Center Rep	18.29	18.84	19.41	19.99	20.54
Service Center Customer Rep	18.01	18.55	19.11	19.68	20.22
Meter Clerk	16.98	17.49	18.01	18.55	19.06
General Clerk	14.25	14.68	15.12	15.57	16.00
Clerk	11.38	11.72	12.07	12.43	12.77

Section 2. Progression Pay Provision for New Employees and Employees in Learner Classifications and Provisions for Certain Transfers:

- A. **Lower Starting Rate for New Employees During First 6 Months.**
During the first six (6) months of his employment in such status, a new employee selected to become a regular employee in any one of the above classified jobs may, at the Company's option, be paid up to 25% less than the classified rate for his job.
- B. **Progression Increases for New Employees and Any Other Employees When Advanced From Learner Classifications.**
When a new employee or any employee in a learner classification marked "(a)" above is advanced to a higher classification, his progression shall be determined by the following schedule:

PROGRESSION SCHEDULE

<u>Schedule</u>	<u>Learner Classifications</u>
1.	Lineworker
2.	Lineworker Traveling Line Crew
3.	Cable Splicer (3/C*)
4.	Field Planner
5.	Line Inspector
6.	Line Clerk
7.	Operations Clerk/NASC Clerk/Substations Clerk
8.	Customer Communication Dispatcher
9.	Utility Worker (2/C*) (3/C*)
10.	Meter Tech (B*)
11.	Service Worker (II*), Service Journey Worker (I*), Revenue Data Reader*
12.	Meter Lab Technician/Meter Tester A*
13.	Substations Technician
14.	Stockhandler**/Inventory Handler/Inventory Parts Clerks
15.	Freight Deliverer/Material Handler (II*)/Messenger & Deliverer*
16.	Warehouse Clerk
17.	Garage Mechanic (General Helper 1/C*)
18.	Protective Equipment Tester
19.	Radio Service Tester Installer
20.	Shop Tech (II*)
21.	Rigger Mechanic
22.	Material & Waste Technician
23.	Clerk
24.	General Clerk
25.	Meter Clerk
26.	Service Center Customer Representative
27.	Customer Relations Center Representative

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- * Hold at this rate until there are openings in classifications above.
** Hold at Stock Handler "A" or Material and Waste Technician rate until opening exists above.

**PROGRESSION SCHEDULE
EFFECTIVE 2004 - 2008**

SCHEDULE 1		LINEWORKER				
	2004	2005	2006	2007	2008	
6 mos.	13.90	14.32	14.75	15.19	15.61	
9 mos.	15.26	15.72	16.19	16.68	17.14	
12 mos.	16.67	17.17	17.69	18.22	18.72	
15 mos.						
18 mos.	18.08	18.62	19.18	19.76	20.30	
24 mos.						
30 mos.						
36 mos.	20.01	20.61	21.23	21.87	22.47	
48 mos.						
60 mos.	23.30	24.00	24.72	25.46	26.16	

SCHEDULE 2		LINEWORKER - TRAVELING LINE CREW				
	2004	2005	2006	2007	2008	
6 mos.	14.93	15.38	15.84	16.32	16.77	
9 mos.	16.29	16.78	17.28	17.80	18.29	
12 mos.	17.71	18.24	18.79	19.35	19.88	
15 mos.						
18 mos.	19.11	19.68	20.27	20.88	21.45	
24 mos.						
30 mos.						
36 mos.	21.04	21.67	22.32	22.99	23.62	
48 mos.						
60 mos.	24.34	25.07	25.82	26.59	27.32	

SCHEDULE 3		CABLE SPLICER (3/C*)				
	2004	2005	2006	2007	2008	
6 mos.	13.90	14.32	14.75	15.19	15.61	
9 mos.	15.26	15.72	16.19	16.68	17.14	
12 mos.	16.67	17.17	17.69	18.22	18.72	
15 mos.	18.08	18.62	19.18	19.76	20.30	
18 mos.						
24 mos.						
30 mos.	19.07	19.64	20.23	20.84	21.41	
36 mos.						
48 mos.	23.30	24.00	24.72	25.46	26.16	

*Note: *Hold at this rate until there are openings in classifications above.*

SCHEDULE 4		FIELD PLANNER				
	2004	2005	2006	2007	2008	
6 mos.	13.59	14.00	14.42	14.85	15.26	
9 mos.	14.97	15.42	15.88	16.36	16.81	
12 mos.	16.37	16.86	17.37	17.89	18.38	
15 mos.	17.79	18.32	18.87	19.44	19.97	
18 mos.						
24 mos.	19.46	20.04	20.64	21.26	21.84	
30 mos.	21.36	22.00	22.66	23.34	23.98	

Note: Field Planners who are not "E" rated as of May 1, 2004, will have a hold at the 24 month rate until they pass the Field Planner pre-qualification test and meet conditions of the contract on Field Planners who are not "E" rated.

SCHEDULE 5		LINE INSPECTOR			
	2004	2005	2006	2007	2008
6 mos.	13.59	14.00	14.42	14.85	15.26
9 mos.	14.97	15.42	15.88	16.36	16.81
12 mos.	16.37	16.86	17.37	17.89	18.38
15 mos.	17.79	18.32	18.87	19.44	19.97
18 mos.					
24 mos.	18.33	18.88	19.45	20.03	20.58
30 mos.	18.78	19.34	19.92	20.52	21.08

SCHEDULE 6		LINE CLERK			
	2004	2005	2006	2007	2008
6 mos.	10.56	10.88	11.21	11.55	11.87
12 mos.	11.38	11.72	12.07	12.43	12.77
18 mos.	12.20	12.57	12.95	13.34	13.71
24 mos.	14.01	14.43	14.86	15.31	15.73
30 mos.	15.26	15.72	16.19	16.68	17.14
36 mos.	16.98	17.49	18.01	18.55	19.06

SCHEDULE 7		OPERATIONS CLERK/ NASC CLERK/ SUBSTATIONS CLERK			
	2004	2005	2006	2007	2008
6 mos.	13.59	14.00	14.42	14.85	15.26
9 mos.	14.97	15.42	15.88	16.36	16.81
12 mos.	16.37	16.86	17.37	17.89	18.38
15 mos.	17.62	18.15	18.69	19.25	19.78

SCHEDULE 8		CUSTOMER COMMUNICATION DISPATCHER			
	2004	2005	2006	2007	2008
6 mos.	13.59	14.00	14.42	14.85	15.26
9 mos.					
12 mos.	14.97	15.42	15.88	16.36	16.81
15 mos.					
18 mos.	15.97	16.45	16.94	17.45	17.93
24 mos.	17.22	17.74	18.27	18.82	19.34

SCHEDULE 9		UTILITY WORKER (2/C*) (3/C*)			
	2004	2005	2006	2007	2008
6 mos.	13.59	14.00	14.42	14.85	15.26
9 mos.					
12 mos.	14.97	15.42	15.88	16.36	16.81
15 mos.					
18 mos.	16.23	16.72	17.22	17.74	18.23
24 mos.					
30 mos.					
36 mos.	17.82	18.35	18.90	19.47	20.01
48 mos.	20.22	20.83	21.45	22.09	22.70

Note: *Hold at this rate until there are openings in classifications above.

SCHEDULE 10		METER TECH (B*)			
	2004	2005	2006	2007	2008
6 mos.	16.20	16.69	17.19	17.71	18.20
9 mos.					
12 mos.	16.62	17.12	17.63	18.16	18.66
15 mos.					
18 mos.					
24 mos.	17.34	17.86	18.40	18.95	19.47
30 mos.					
36 mos.	19.07	19.64	20.23	20.84	21.41
48 mos.					
60 mos.	22.98	23.67	24.38	25.11	25.80

Note: *Hold at this rate until there are openings in classifications above.

SCHEDULE 11		SERVICE WORKER (II*), SERVICE JOURNEY WORKER (I*), REVENUE DATA READER*			
	2004	2005	2006	2007	2008
6 mos.	12.70	13.08	13.47	13.87	14.25
9 mos.					
12 mos.	14.96	15.41	15.87	16.35	16.80
15 mos.					
18 mos.					
24 mos.	17.00	17.51	18.04	18.58	19.09
30 mos.					
36 mos.	17.66	18.19	18.74	19.30	19.83
48 mos.	20.22	20.83	21.45	22.09	22.70

Note: *Hold at this rate until there are openings in classifications above.

SCHEDULE 12		METER LAB TECHNICIAN/ METER TESTER A*			
	2004	2005	2006	2007	2008
6 mos.	13.58	13.99	14.41	14.84	15.25
9 mos.					
12 mos.	14.92	15.37	15.83	16.30	16.75
15 mos.					
18 mos.	16.20	16.69	17.19	17.71	18.20
24 mos.					
30 mos.					
36 mos.	17.82	18.35	18.90	19.47	20.01
48 mos.	20.20	20.81	21.43	22.07	22.68
60 mos.					
72 mos.	22.39	23.06	23.75	24.46	25.13

Note: *Hold at this rate until there are openings in classifications above.

SCHEDULE 13 SUBSTATIONS TECHNICIAN					
	2004	2005	2006	2007	2008
0-6 mos.	17.04	17.55	18.08	18.62	19.13
6 mos.	17.53	18.06	18.60	19.16	19.69
24 mos.	19.07	19.64	20.23	20.84	21.41
48 mos.	21.96	22.62	23.30	24.00	24.66

STOCKHANDLER**/ INVENTORY HANDLER/ SCHEDULE 14 INVENTORY PARTS CLERKS					
	2004	2005	2006	2007	2008
6 mos.	13.58	13.99	14.41	14.84	15.25
9 mos.					
12 mos.	14.92	15.37	15.83	16.30	16.75
15 mos.	16.20	16.69	17.19	17.71	18.20
18 mos.					
24 mos.	17.13	17.64	18.17	18.72	19.23

Note: **Hold at Stock Handler "A" or Material and Waste Technician rate until opening exists above.

SCHEDULE 15 FREIGHT DELIVERER/ MATERIAL HANDLER (II*)/ MESSENGER & DELIVERER*					
	2004	2005	2006	2007	2008
6 mos.	13.58	13.99	14.41	14.84	15.25
9 mos.					
12 mos.	14.92	15.37	15.83	16.30	16.75
15 mos.	16.20	16.69	17.19	17.71	18.20
18 mos.					
24 mos.	16.95	17.46	17.98	18.52	19.03
30 mos.					
36 mos.	18.30	18.85	19.42	20.00	20.55

Note: *Hold at this rate until there are openings in classifications above.

SCHEDULE 16 WAREHOUSE CLERK					
	2004	2005	2006	2007	2008
6 mos.	10.54	10.86	11.19	11.53	11.85
9 mos.					
12 mos.	11.38	11.72	12.07	12.43	12.77
15 mos.					
18 mos.	12.20	12.57	12.95	13.34	13.71
24 mos.	14.01	14.43	14.86	15.31	15.73
30 mos.	15.87	16.35	16.84	17.35	17.83

SCHEDULE 17 GARAGE MECHANIC (GENERAL HELPER 1/C*)					
	2004	2005	2006	2007	2008
6 mos.	14.98	15.43	15.89	16.37	16.82
9 mos.					
12 mos.	15.66	16.13	16.61	17.11	17.58
15 mos.	16.87	17.38	17.90	18.44	18.95
18 mos.					
24 mos.	18.32	18.87	19.44	20.02	20.57
30 mos.					
36 mos.					
48 mos.	21.40	22.04	22.70	23.38	24.02

Note: * Hold at this rate until there are openings in classifications above.

SCHEDULE 18 PROTECTIVE EQUIPMENT TESTER					
	2004	2005	2006	2007	2008
6 mos.	14.55	14.99	15.44	15.90	16.34
9 mos.					
12 mos.	14.92	15.37	15.83	16.30	16.75
15 mos.	15.59	16.06	16.54	17.04	17.51
18 mos.					
24 mos.	17.78	18.31	18.86	19.43	19.96
30 mos.					
36 mos.					
48 mos.	19.27	19.85	20.45	21.06	21.64

SCHEDULE 19 RADIO SERVICE TESTER INSTALLER					
	2004	2005	2006	2007	2008
6 mos.	14.58	15.02	15.47	15.93	16.37
9 mos.					
12 mos.	16.60	17.10	17.61	18.14	18.64
15 mos.					
18 mos.	18.00	18.54	19.10	19.67	20.21
24 mos.					
30 mos.	19.47	20.05	20.65	21.27	21.85
36 mos.					
48 mos.	21.74	22.39	23.06	23.75	24.40

SCHEDULE 20 SHOP TECH (II*)					
	2004	2005	2006	2007	2008
6 mos.	17.04	17.55	18.08	18.62	19.13
9 mos.					
12 mos.					
15 mos.					
18 mos.	17.53	18.06	18.60	19.16	19.69
24 mos.					
30 mos.					
36 mos.	19.07	19.64	20.23	20.84	21.41
48 mos.					
60 mos.	21.96	22.62	23.30	24.00	24.66

Note: * Hold at this rate until there are openings in classifications above.

SCHEDULE 21		RIGGER MECHANIC			
	2004	2005	2006	2007	2008
6 mos.	14.31	14.74	15.18	15.64	16.07
9 mos.					
12 mos.	15.87	16.35	16.84	17.35	17.83
15 mos.					
18 mos.					
24 mos.	18.09	18.63	19.19	19.77	20.31
30 mos.					
36 mos.	19.33	19.91	20.51	21.13	21.71
48 mos.	21.40	22.04	22.70	23.38	24.02

SCHEDULE 22		MATERIAL & WASTE TECHNICIAN			
	2004	2005	2006	2007	2008
6 mos.	13.58	13.99	14.41	14.84	15.25
9 mos.					
12 mos.	14.92	15.37	15.83	16.30	16.75
15 mos.					
18 mos.					
24 mos.	18.55	19.11	19.68	20.27	20.83

SCHEDULE 23		CLERK			
	2004	2005	2006	2007	2008
6 mos.	10.56	10.88	11.21	11.55	11.87
12 mos.	11.38	11.72	12.07	12.43	12.77
18 mos.					
24 mos.					
30 mos.					
36 mos.					

SCHEDULE 24		GENERAL CLERK			
	2004	2005	2006	2007	2008
6 mos.	10.56	10.88	11.21	11.55	11.87
12 mos.	11.38	11.72	12.07	12.43	12.77
18 mos.	12.20	12.57	12.95	13.34	13.71
24 mos.	14.25	14.68	15.12	15.57	16.00
30 mos.					
36 mos.					

SCHEDULE 25 METER CLERK					
	2004	2005	2006	2007	2008
6 mos.	10.56	10.88	11.21	11.55	11.87
12 mos.	11.38	11.72	12.07	12.43	12.77
18 mos.	12.20	12.57	12.95	13.34	13.71
24 mos.	14.01	14.43	14.86	15.31	15.73
30 mos.	15.26	15.72	16.19	16.68	17.14
36 mos.	16.98	17.49	18.01	18.55	19.06

SCHEDULE 26 SERVICE CENTER CUSTOMER REPRESENTATIVE					
	2004	2005	2006	2007	2008
6 mos.	10.56	10.88	11.21	11.55	11.87
12 mos.	11.38	11.72	12.07	12.43	12.77
18 mos.	12.20	12.57	12.95	13.34	13.71
24 mos.	14.01	14.43	14.86	15.31	15.73
30 mos.	15.26	15.72	16.19	16.68	17.14
36 mos.	18.01	18.55	19.11	19.68	20.22

SCHEDULE 27 CUSTOMER RELATIONS CENTER REPRESENTATIVE					
	2004	2005	2006	2007	2008
6 mos.	11.17	11.51	11.86	12.22	12.56
12 mos.	12.03	12.39	12.76	13.14	13.50
18 mos.	12.82	13.20	13.60	14.01	14.40
24 mos.	14.64	15.08	15.53	16.00	16.44
30 mos.	15.87	16.35	16.84	17.35	17.83
36 mos.	18.29	18.84	19.41	19.99	20.54

C. Mark-up on a Transfer to a Learner Classification in Another Department. When an employee having six (6) months or more of continuous service with the Company is transferred from one department to a learner classification job marked "(a)" in another department, he shall, beginning with the date of transfer, receive the nearest higher step in the appropriate progression schedule as determined by the half-way point between the starting rate for the job and his rate for the job from which he is being transferred. If the half-way point is a step on the progression schedule, this shall be the rate at which he will transfer. In no case shall his new rate be greater than the established rate for the job to which he is transferred. He shall remain at his new rate until he has acquired the time and experience normally expected to reach this step. As qualified, he shall receive increases provided for in the progression schedule.

SHIFT WORKERS

Section 3. Shift workers are employees the majority of whose normal hours of work are to fit the requirements of the Company's business regularly scheduled outside the normal workday of the Company and generally on a rotating basis. In recognition of this, there will be added to the regular, straight-time rates of employees classified as shift workers a shift premium as follows:

- (a) None for hours worked on the first or day shift scheduled to start between 4:01am and 12:00 Noon, inclusive;
- (b) 10% of the straight-time rate for all hours worked in the second or evening shift scheduled to start between 12:01pm and 8:00pm, inclusive;
- (c) 15% of the straight-time rate for all hours worked on the third or graveyard shift scheduled to start between 8:01pm and 4:00am, inclusive.

These shift differentials shall apply only for time actually worked on regularly scheduled shift assignments in the particular department or service center and shall not apply to any benefits paid for time not worked including holiday pay for hours not worked, sickness and accident benefits, vacation pay, funeral leave, and jury or witness duty.

If shift workers are not notified at least thirty-six (36) hours ahead of a revised shift starting time, they shall receive one and one-half times pay for the first eight (8) hours of the shift.

Shift workers whose regular duties require them to work on Sunday shall receive for work on said day straight-time rates, plus an additional 25% of straight-time rates for such work as falls within their regular working hours.

Shift workers whose regular duties require them to work on Saturday shall receive for work on said day straight-time rates, plus an additional 15% of straight-time rates for such work as falls within their regular working hours.

The Company shall not be required to consider shift workers for postings for other Company jobs within two (2) years of employment in their classification, but may do so.

Upon mutual agreement between them and the Company, employees who desire to trade shifts will be permitted to do so temporarily from time to time, provided that such interchange is completed within a payroll week so that it does not lead to or require the payment of overtime or other premium rates of pay.

Section 4. The Company and the Union have agreed that certain shift workers in the Line Department and Communication Center will work 12-hour shifts. The work schedule and other terms and conditions which apply to those workers are defined in certain side agreements signed by the Company and the Union.

Section 5. Subject to the pay rate limitations of Section 2, A, B, C above, an employee assigned to relief work on a regular schedule in more than one of the classifications in the above wage schedule shall receive the rate of pay equivalent to the composite weighted average of the rates of pay for the classifications in which he works.

Section 6. The Company has agreed to adopt a policy concerning pay for those employees who are called on to perform emergency service restoration work for other utilities other than those Maine utilities wholly or partly owned by the Company.

Therefore, it is understood that when employees of the Company are called upon to perform work for such utilities their base hourly rate of pay will be equivalent to the base rates of pay of the Company in whose service area the work is performed.

In no event will the rate of pay be less than the employee's normal rate of pay.

Such rates will become effective when crews depart from their Company headquarters and, subject to usual understandings on hours worked and not worked, will apply until crews are returned to their Company headquarters. All other usual considerations such as premium pay, rest time, etc., will be applied in accordance with this Agreement. The Company reserves the right to determine the appropriate classifications, however, all Lineworkers must be a minimum of 2/C, with a minimum of one 1/C per truck.

ARTICLE X SAFETY

Section 1. The Company will continue to make reasonable regulations designed to promote the safety and health of its employees during hours of employment. Representatives of the Company and the Union will meet from time to time at the request of either party to discuss such regulation. When an employee has suffered an industrial accident, the Company will at the Union's request discuss the results of the Company's investigation of the accident with the Union representatives. When any new safety regulation is established, the Company shall send a copy to the Business Manager of the Union and it shall be subject to the grievance procedure of this Agreement. A copy of the "Employee's First Report of Occupational Injury or Disease" as filed with the Workers' Compensation Commission will be given to the Union.

The Union agrees that its members shall comply with regulations made by the Company and will use the protective devices, wearing apparel and other equipment so provided in accordance with present practice of the Company for the protection of the employees from injury.

Section 2. It is understood that it is the Company's policy that an employee, working alone, shall request assistance if, in his judgment, the trouble is beyond his ability to repair safely and adequately alone.

Section 3. The Company will continue its present, general policy of replacing those standard, personal tools and equipment, as specified by the Company, which are supplied by employees in the several departments in the first instance and are used and worn out or lost in their work for the Company.

When replacements are requested, the old tools and equipment must be turned in or their loss satisfactorily explained. The Company will also provide, to the extent and in the manner provided by its present general policy, rain gear for certain employees when they are required to work outside in stormy weather.

**ARTICLE XI
UNSUITABLE WEATHER CONDITIONS**

Section 1. When the weather is unsuitable for outside work, regular employees in the Line Department and station repairs department shall, subject to emergency calls for outside work, work under shelter on such work as shall be assigned to them. Furthermore, it is not the intent of the Company to schedule outside work for other departments during extreme or hazardous weather conditions. The supervisor in each case shall determine if the weather is unsuitable for outside work, but wherever practicable he shall consult with his supervisor in making his decision.

**ARTICLE XII
SENIORITY**

Section 1. Selection by the Company of regular employees for promotion within the bargaining unit, or for demotion or furloughing because of a reduction in forces within the bargaining unit or because of the rights of any employee who has served with the armed forces of the United States and who is re-employed according to the provisions of Article XVII hereof, shall, subject to these rights, be based upon the following factors:

- Length of Continuous Service in the Bargaining Unit
- Training
- Ability
- Efficiency
- Physical Fitness

Section 2. In promotion cases where there is an established line of progression, first consideration will be given to the employee having the greatest length of continuous service in that progression, on a local or plant departmental basis immediately below the one to be filled, other factors being equal.

Section 3. Where there is an increase in force after a layoff within any particular department in the bargaining unit, employees in the department who have been so laid off because of lack of work shall, if then available, be given preference over persons not formerly in the employ of the Company, and with respect to available former employees in a particular department, the selection among them shall be based upon the foregoing factors. The Union and the Company recognize that it may be necessary to make exceptions to the application of the foregoing seniority provisions in order to insure efficient operation of the Company's business. Any exception so made, however, shall, if questioned by the Union, be subject to the provisions of Articles XV and XVI hereof.

Section 4. An employee who is displaced shall have the right to return to his original classification in the same department should the original job be vacant or re-established. Appropriate credit will be given for the prior time in the classification. This right shall apply only to the first available opportunity and shall expire five (5) years from the date of the employee's displacement.

ARTICLE XIII SUSPENSIONS AND DISCHARGES

Section 1. Except as provided in the last paragraph of Article XIV hereof, upon written request of the Union, made within seven (7) 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 must state the length of such suspension within five (5) business days of the suspension. The Director of Human Resources shall hold the suspension or discharge hearing within thirty (30) 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 Director of Human Resources, 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 Director of Human Resources may also modify penalties imposed by the Company.

Section 2. The Union may appeal the Director's decision to arbitration within fifteen (15) days after the date of the decision. If the decision is not appealed to arbitration within the aforementioned fifteen (15) days, the Director's decision will be final.

Time limits in this Article may be extended by mutual consent.

Section 3. Union business representatives may represent the employee at the suspension or discharge hearing without loss of basic pay.

ARTICLE XIV NO STRIKES - NO LOCKOUTS

Section 1. During the life of this Agreement, the Union agrees that it will not authorize or approve any strike, stoppage or slowdown of work and the Company agrees that it will not engage in any lockout. During such period, each employee agrees that he will not engage in or induce others to engage in any strike, stoppage or slowdown of work. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in any strike, stoppage or slowdown of work in violation of this Agreement to cease the same and to promptly resume their work, and that it will post a notice on all the bulletin boards of the Company within the bargaining unit for the notices to the employees, within 24 hours after receiving written notification from the Company of such violation, that the action of the employees was not authorized or approved by the Union and directing the employees to cease any further violation of this Agreement and to promptly resume their work. Except as provided in this paragraph, there shall be no responsibility on the part of the Union, its officers, representatives, or affiliates for any strike or other interruption of work.

Section 2. The Union agrees that should there be any strike, stoppage or slowdown of work in violation of this Agreement, the Company has the right to take disciplinary action, including discharge, against employees who engage therein.

ARTICLE XV
ADJUSTMENT OF GRIEVANCES

Section 1. Should any dispute, controversy, grievance or difference arise as to the meaning, application or operation of any provision of this Agreement or of working conditions, the same shall be treated as a grievance and every reasonable effort shall be made to settle such grievance in the following manner:

STEP 1:

The Union shall present the grievance to the employee's supervisor as designated by the Company or his alternate. The grievance will be processed and a decision rendered within three (3) working days of initial presentation by the Union to the employee's supervisor unless the time period is extended by mutual consent.

If a grievance is not presented within fifteen (15) working days of the event giving rise to the grievance, the grievance will be considered null and void.

STEP 2:

The Union may next present in writing an appeal to the Department level. If the grievance is not appealed to this level within fifteen (15) working days of the Step 1 decision, the grievance will be considered null and void. The grievance shall be processed and a decision rendered within ten (10) working days of appeal by the Union unless the time period is extended by mutual consent.

If the Company's decision at Step 2 is not appealed to the Director of Human Resources within fifteen (15) working days, the grievance will be considered withdrawn.

STEP 3:

The Union may next present in writing an appeal for adjustment to the Director of Human Resources or his designated alternate. The Director of Human Resources will hold a hearing on the grievance where the Grievant will be represented by the Union. Grievances appealed to the Director of Human Resources or his alternate will be processed and a decision rendered within twenty (20) working days of receipt of appeal unless the time period is extended by mutual consent.

If the Company's decision at Step 3 is not appealed to arbitration within fifteen (15) working days, the grievance may not be arbitrated.

Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested. The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals up to the third step of the grievance procedure.

Within five (5) calendar days of the date the answer is given at Step 2 and Step 3 of the grievance procedure, the Company will furnish to the Union a written statement confirming its position.

Section 2. Nothing herein shall prevent an employee or employees from presenting grievances to the Company and such grievances may be adjusted without the intervention of the Union as long as the adjustment is consistent with the terms of the collective bargaining agreement, provided that the Union has been given reasonable opportunity to be present at such adjustment.

If the Company does not respond within the prescribed time period, the grievance will automatically go to the next step in the grievance procedure. If any grievance remains unanswered by the Company at Step 3 in the prescribed time frame, the grievance will go to arbitration at the expense of the Company.

Time limits in the above Sections may be extended by mutual consent.

Section 3. Union business representatives may process grievances through Step 3 with management representatives during normal business hours without loss of basic pay. The schedule of such grievance meetings will be mutually agreed to by the Union and management representatives involved.

ARTICLE XVI ARBITRATION

Section 1. Should any labor dispute, controversy, grievance or difference arise between the Company and the Union as to the meaning, application or operation of any provisions of this Agreement or of working conditions which cannot be mutually adjusted in the manner herein before provided, such dispute, controversy, grievance or difference shall be submitted, at the request of either party, to arbitration. Such request shall be made in writing claiming arbitration, stating the subject matter of the grievance, naming the arbitrator to represent the party claiming arbitration and requesting the other party to name the person selected as its arbitrator. Such other party shall promptly name its arbitrator and the two (2) arbitrators so selected shall promptly meet and select a third arbitrator, who shall be a disinterested person and shall act as Chairman. In the event that said two (2) arbitrators shall be unable to agree upon a third arbitrator within three (3) days, the third arbitrator shall be appointed by the American Arbitration Association.

Section 2. The arbitrators shall be organized within fifteen (15) days after arbitration is claimed and shall give prompt hearing to the parties after reasonable opportunity to prepare the evidence, including any pertinent technical and engineering investigations. Decisions of the arbitrators shall be rendered within ten (10) days after the parties have been fully heard. Decisions shall be in writing and delivered to each of the parties. A decision by the majority of the arbitrators shall be final and binding upon the parties during the term of this Agreement and any extension thereof. Nothing herein shall prevent the Union and the Company from settling any grievance in respect to which arbitration has been claimed at any time up to final decision by the arbitrators, and in such event prompt notice of such settlement shall be given in writing to the arbitrators.

If, during the course of the hearing, an arbitrator appointed by one of the parties for any reason ceases to act, the arbitrator appointed by the other party shall resign and the remaining arbitrator appointed to act as a neutral shall continue with the hearing and determination of the controversy. There shall be no obligation to arbitrate a change in the terms of this Agreement and the arbitrators shall have no power to change the terms of this Agreement.

Section 3. Notwithstanding the foregoing, the parties may agree upon a single arbitrator who shall function in the same manner as the board of arbitrators and whose decision shall be final and binding upon the parties.

Section 4. Each of the parties shall pay the fees and expenses of the arbitrator selected by it and both parties shall bear and pay equally the fees and expenses of the third arbitrator and the general costs of arbitration. If a single arbitrator is agreed upon, both parties shall bear and pay equally his fees and expenses and the general costs of arbitration.

ARTICLE XVII MILITARY SERVICE

Section 1. The Company will abide by the laws of the United States with respect to the re-employment of those of its employees who have left or will leave their employment with the Company to enter upon service with the armed forces of the United States. The period of absence from their duties with the Company of those re-employed under this Article shall be computed as part of their total term of service with the Company (or its predecessors) in determining their seniority. The parties interpret said laws as applying with equal force to all members of said armed forces, however they may have become members thereof.

Section 2. Employees granted a leave of absence for two (2) weeks of required annual military duty will be paid the difference between their base rate of pay and their military pay for not more than one week (40 hours) of such two (2) weeks of military duty.

Section 3. Military leave will be adjusted for pay purposes on the basis of five (5) days of military pay vs. five (5) days of Company base pay. Military pay will continue to be defined as all pay and allowances received by the employee except specific allowances for travel and lodging which are disbursed by the employee for those services. Proof of eligibility will include providing the Company with a military pay voucher and receipts for disbursements in connection with travel or lodging allowances.

ARTICLE XVIII
SICKNESS AND ACCIDENT BENEFITS

Section 1. Sickness and Accident Benefits are provided to employees so that they will have reasonable pay protection during illness or accident situations. It should be understood that Sickness and Accident Benefits are for bona fide sickness and accident situations only.

In the event an employee is unable to report for work because of sickness or accident, his supervisor should be notified immediately.

Satisfactory evidence of the right to receive S&A benefits, including a physician's statement or certificate, may be required by the Company on a case by case basis.

Sickness and Accident Benefits include full-pay Basic and Supplemental Benefits and a half-pay entitlement. Full-time regular employees will be entitled to the benefits described below.

As in other benefits, there shall be no duplication of payment.

Section 2. The accumulation of S&A benefit entitlements is based on time worked. Employees are eligible for accrual of benefits in any calendar month during which they were working, were on vacation or were on a leave of absence of less than a calendar month.

Section 3. Benefit Entitlements.

A. Basic Full-Pay Benefit

<u>Length of Service</u>	<u>Gross Entitlement</u>
6 months - 5 years	160 hours (4 weeks)
5 years - 10 years	240 hours (6 weeks)
10 years and over	320 hours (8 weeks)

Amounts of this benefit entitlement used during S&A leave may be re-established after return to active employment at the rate of 1/12 of the applicable gross entitlement for each calendar month worked, as defined, during which no S&A benefits were paid.

B. Supplemental Full-Pay Benefit

Additional full pay S&A benefits may be accrued for use should the basic benefit become exhausted. The supplemental entitlement, computed at the end of each calendar year, provides five additional days (40 hours) of full pay benefits reduced by the first forty (40) hours of S&A benefits paid during the year. Employees who have worked, as defined, less than twelve (12) of the months of the year will receive a pro-rata reduction in the forty (40) hours of entitlement before S&A paid benefits are deducted.

The Supplemental Benefit entitlements will accumulate from year to year and will only be reduced by payment of benefits following exhaustion of the Basic Full-Pay Benefit.

Upon becoming eligible for this benefit, employees will receive credit for the record established during their three (3) preceding calendar years of service with the Company.

C. Half-Pay Entitlement

In addition to full pay as provided above, each employee will be entitled to 174 hours (one month) of half-pay for each full year of continuous service with the Company. This benefit will be paid to employees on S&A leave after exhaustion of all full-pay benefits.

Half-pay entitlements received may be re-established after return to active employment at the rate of 1/12 of the unreduced accumulated entitlement for each calendar month worked, as defined, during which no S&A benefits were paid.

D. Industrial Accident Entitlement

If an employee is totally disabled as the result of an on-the-job industrial injury covered by workers' compensation, then the employee, before becoming eligible for the S&A benefits provided by Sections A through C above, will first become entitled to special S&A benefits under an Industrial Injury Entitlement (IAE).

The IAE supplements the benefits received by the employee under workers' compensation, by paying the difference between the workers' compensation payments and the amount to which the employee would have been entitled under Section A above if disability has not been caused by an industrial injury. In addition, if the employee remains hospitalized at the expiration of the normal IAE coverage, he will also be eligible for up to an additional eight (8) weeks of extended IAE benefits.

After using up his IAE coverage, an employee who remains disabled will then begin using his regular S&A benefits provided by Sections A through C above. For purposes of Section C, each employee on industrial injury disability who has been continuously in the employ of the Company for six (6) months or longer shall be considered to have not less than fifteen (15) years of continuous service at the time of his industrial injury. An employee receiving S&A benefits as provided by this article shall be considered to maintain employee status until the exhaustion of all of the benefits provided by Sections A through D inclusive.

The amount of industrial benefit entitlement received may be re-established after return to active employment at the rate of one-half of the applicable gross entitlement for each calendar month worked, as defined, during which no S&A benefits were paid.

Section 4. Entitlement increases under A & C above resulting from service anniversaries will be applied effective on the first of the month following the anniversary provided that if the employee receives any S&A benefits during the period from the anniversary to the end of the month, inclusive, he also completes one full day of work in that period.

ARTICLE XIX
FUNERAL LEAVE

Section 1. The Company's policy with respect to funeral leave from normal scheduled work (straight-time work) for its full-time regular employees is as follows:

- A. On request, such time as may be necessary up to three (3) consecutive working days with pay in cases of funerals of the employee's (1) relatives in his household; (2) parents (including fathers-in-law and mothers-in-law) or children outside his household and (3) brothers and sisters outside his household where extraordinary circumstances require such leave. At no time will this leave be extended beyond the first working day after the funeral.

- B. On request, such time as may be necessary up to one (1) day with pay in cases of funerals of the employee's close relatives (including grandparents, grandparents of spouse, grandchildren, sister or brother of wife or husband, uncles and aunts and relatives listed in A above in cases where more than up to one day is not necessary). Up to one (1) day may also be granted for active pallbearers at the funeral of an employee or retiree. All one-day leaves must be confined to the day of the funeral.

Section 2. Funeral leave shall be without duplication of any other benefit. The amount of leave to be granted depends upon the requirements of each case and accordingly may vary from the minimum to the maximum allowable.

ARTICLE XX
JOB FORMS - POSTING

Section 1. The Company will provide forms on which employees may record their desires for transfers to other localities or other jobs. The forms should be made out in duplicate. The original is to be sent to the individual and location indicated on the posting notice. The employee should retain the duplicate.

Section 2. When a regular position is created within the bargaining unit, or when a vacancy occurs therein which the Company decides to fill, the Company will (1) promptly send a copy of the notice to the Union, and (2) post notices thereof throughout the Company. If the job is not filled within forty-five (45) days from the removal date of the posting, such posting will be canceled. Employees selected to fill a job will, after such selection, be re-assigned to the new job within forty-five (45) days from the removal date of the posting, or will receive the applicable rate of the new job. Within sixty (60) days from the removal date of the posting, the Company will provide the Business Manager of the Union with the names, locations, departments and employment dates of individuals answering the notice and the individual selected for the position. The Company shall also advise the Union if the posting has been canceled.

Section 3. The Company will consider the application of employees for such position if they are presented in writing with a statement of the qualifications of the applicant within seven (7) working days after such notice was posted and need not consider employees within the Company who fail to apply. Considerations for answers to posting notices shall be in the following order:

It is understood that in all cases the only consideration shall be continuous bargaining unit seniority amongst the qualified applicants.

In the event a position is converted and there is no vacancy, it will be offered to the person in the local department with the most continuous bargaining unit seniority amongst the qualified employees.

Section 4. The Company shall not be required to consider the traveling line crew members for postings for company jobs if such posting would result in a make-up of less than fifty (50) percent first class line workers in the traveling line crew.

The Company agrees that any future expansion of new positions in the traveling line crew will be filled at a rate of no less than fifty (50) percent first class.

The Company shall not be required to consider the traveling line crew members for postings for company jobs if such posting would result in a make-up of less than 9 First Class Line Workers.

In the event the Traveling Line Crew contains less than 18 employees, and the company does not post the opening(s) within 45 days and/or fill the position(s) within 90 days, the minimum number of First Class Line Workers will be reduced by one for every two vacancies.

Section 5. Posting shall not apply to transfers made in accordance with the Article on "Jobs for Disabled Employees, Retrogression and The Elimination of Jobs" or to any supervisory position and the term "vacancy" means an opening in a classification which is not filled by promotion of an employee in progression to such classification. Subject to the grievance provisions of this Agreement, the Company shall have the right to determine the qualifications for the classification and the qualifications of the applicants may be determined by an examination to be prepared by the Company. Representatives of the Union may be present while such examination is being taken. An employee who fails a progression examination shall be re-tested approximately three (3) months from the time he fails the examination, provided that there is satisfactory evidence that the employee has better prepared himself to take the second examination.

Section 6. An employee selected to fill a vacancy in a job classification beyond an established line of progression will be temporarily upgraded to that assignment for a period not to exceed three (3) months. If the employee fails the examination for that job classification, he will immediately return to his former assignment and will not be re-tested and the next senior employee will be considered for the vacancy. The employee who had been upgraded and failed the examination will not be eligible for that assignment for three (3) months and will not be upgraded a second time.

Section 7. The Company may (1) assign anyone to fill a vacancy or new position temporarily pending the posting of notices and the consideration of applications, and (2) assign anyone to perform temporary work or to replace an absent employee without regard to the posting provision.

Section 8. Fathers, sons, mothers, daughters, brothers, sisters, husbands and wives of relatives employed by the Company will not be eligible for transfer, promotions, or job posting to jobs in a department in the same district, or to jobs in the same plant where a father, son, mother, daughter, brother, sister, husband or wife is already assigned. The preceding sentence shall not apply to those continuing relationship situations which existed in a department or plant immediately prior to May 1, 1980, or to casual-temporary and part-time employees, or to those employees who are transferred because of (1) advanced age or other natural causes, or (2) an industrial accident with the Company, or (3) the employee's job having been eliminated.

**ARTICLE XXI
JOBS FOR DISABLED EMPLOYEES, RETROGRESSION,
THE ELIMINATION OF JOBS, AND LAYOFFS**

Section 1. If a regular full-time employee below retirement age becomes unable to perform fully the duties of his job due to (1) advanced age or other natural causes, or (2) an industrial accident with the Company, or (3) his job having been eliminated, it is the policy of the Company to transfer him to another classification if in the Company's judgment there is an opening existing in such classification and he can do the work therein safely and efficiently. Where the conditions for such a transfer do not apply the Company will endeavor to apply other benefit plans for which the employee may be eligible, such as sick leave or early retirement, or a combination of both. If the employee's job has been eliminated, and he does not qualify for sick leave and early retirement combined, he will be paid severance pay as provided below.

When a transfer for such causes is made for an employee who has had ten (10) or more years of continuous service with the Company, his rate of pay will be gradually reduced to the rate of his new classification in five (5) equal steps, one at each six-month interval until the rate for the new classification is reached, except that:

- A. If such transfer for such employee is the direct result of an industrial accident with the Company, his ultimate rate on the steps shall be a point midway between the rate of his previous classification and that of his new classification; provided, however, if he has twenty (20) or more years of service with the Company, there shall be no retrogression in his rate of pay on account of such

transfer, and

- B. If such transfer for such employee is not the direct result of an industrial accident and if he has not been offered a job with as high or higher hourly rate than he previously had: If he has twenty (20) or more years of continuous service with the Company, there shall be no retrogression in his rate of pay on account of such transfer.

Any general increase in wages to such employees shall be the same as those for the classification to which they are transferred.

Section 2. In applying wage steps on retrogressions, the first step will become effective on the date of transfer and the last step will be whatever amount is necessary to reach the rate for the new classification.

Section 3. An employee transferred under this policy will be given the title of the new job classification with the word "special" in parentheses thereafter.

Section 4. Where severance pay is applicable, a regular employee will be entitled to receive one week's pay for each year of continuous service with the Company. It is understood that if an employee receives severance pay for the period of time for which he may be entitled, such time will not be considered additional length of service with the Company.

Section 5. It is understood that in the administration of the policy that if the employee has been offered another job within the service center and he does not accept it, he will not be eligible for severance pay. Also, if an employee receives severance pay and is re-employed with the Company under conditions whereby his length of service is restored under Company policy, he shall be expected to make full restitution to the Company for the severance amount paid to him.

Section 6. In the event of layoffs, employees laid off will be the least senior by continuous bargaining unit seniority in the classification and department affected. For the purposes of this Section, department will be considered Company-wide.

Section 7. Laid off employees who are rehired by the Company will be credited with the amount of bargaining unit seniority and Company length of service they had at the time of layoff.

ARTICLE XXII
MEALS

Section 1. When employees are called for overtime work at night, or on Saturdays, Sundays, holidays, or other days off, the Company shall provide meals as specified in the following paragraphs.

Section 2. Non-Shift Workers.

A. Breakfast

Where work is performed on an overtime basis thirty (30) minutes or more before normal start time on any normal scheduled workday and on Saturdays, Sundays, holidays, or other days off, the Company will provide the employee's breakfast.

Where overtime work is scheduled to start at the employee's regular reporting time, the employee will provide his own breakfast if he has been notified of the scheduled overtime work by close of work on the previous day.

When overtime work starts more than one and one-half (1½) hours before the regular reporting time on a normal scheduled workday, the Company will provide the employee's breakfast and dinner.

If, however, the employee is returned to headquarters one and one-half (1½) hours before his regular reporting time, the employee will be expected to provide his breakfast and his dinner.

B. Dinner

The Company will provide dinner to meter readers who do not use vehicles in their jobs and who cannot return to headquarters.

C. Supper

If the employee works more than one (1) hour beyond his normal quitting time, the Company will provide his supper.

Section 3. Meals on Call-Out. When overtime is worked on a call-out basis, meals will be provided by the Company when the call-out starts during the established meal periods as listed

below, or the work continues into the established meal periods. If a meal allowance is paid in either of the above situations, the next meal entitlement will be earned four (4) hours from the end of the established meal periods.

A. Breakfast

The breakfast meal period is that period which starts one and one-half (1½) hours before an employee's regular reporting time and continues up to his regular reporting time.

B. Dinner

The dinner meal period is the regular noon hour during which an employee customarily eats his dinner on a regular workday. This period is established as a one (1) hour period to determine meal entitlements.

C. Supper

The supper period is that one (1) hour period which starts one (1) hour after an employee's regular quitting time and continues for one (1) hour.

Section 4. The provision that the Company will provide meals at four (4) hour intervals on an overtime basis, and subject to reasonable tolerances, means that upon the completion of a meal, the next meal will be provided four (4) hours from that time. When it is impossible to secure a meal, however, the entitlement to a meal allowance will be earned every four (4) hours.

In order to qualify for two (2) meals or a combination of a meal and an allowance, or two (2) allowances, an employee must work for a period greater than four (4) hours.

Section 5. The regular reporting times or quitting times will be the same for Saturdays, Sundays, holidays, or other days off as the reporting time or quitting time for a normal scheduled workday and the same meal periods will be observed unless changes are mutually agreed upon by the Company and the Union.

Section 6. Shift Workers. Whenever an employee is called to fill a shift assignment less than one and one-half (1½) hours prior to the time he is asked to report, he will be entitled to a meal provided by the Company.

A shift worker held over from his normal shift will be entitled to a meal provided by the Company if he works into the next shift more than one (1) hour.

A shift worker held over on a full double shift will be entitled to two (2) meals provided by the Company.

A shift worker called in to work an unscheduled shift will be entitled to a meal provided by the Company.

A shift worker working a scheduled overtime day will not be entitled to a meal.

Section 7. General. Meals, except in emergency and subject to reasonable tolerances, will be provided at four (4) hour intervals and, in general, are not to be eaten on Company time. However, in special situations where the Company does not allow a set time of at least one-half hour for meals, or requests that the employee secure a meal as quickly as possible, there will be no break in time.

Meals will be provided within the hours of work for employees starting on an overtime basis outside of regular scheduled hours and continuing for four hours or more.

The providing of a meal by the Company in accordance with the article above means that:

- A. the employee will be provided a meal; or
- B. the employee will be paid a meal allowance of \$7.00.

Section 8. When an employee performing work for the Company is required to remain away from home overnight, the employee may be paid the aggregate amount of the meals to which he is entitled, or any portion thereof, on a daily basis; provided however, that in no case will this entitlement be carried over from one day to the next.

Section 9. All meal allowances are considered taxable income by the Internal Revenue Service.

**ARTICLE XXIII
LEAVE OF ABSENCE**

Section 1. When, in the opinion of the Company, they can be granted without unreasonable interference with the conduct of the Company's business, leaves of absence without pay, for the purpose of transacting Union business, shall be granted for reasonable periods of time to Union representatives at their request.

Section 2. If an employee of the Company shall be permanently employed by the Union in an official capacity, he shall upon being relieved of his position with the Union, if within a period not exceeding one year from the date he leaves the Company, be entitled to be reinstated in the position he held with the Company at the time of his leaving and at the rate of pay being paid for the position at the time of his reinstatement. An employee who is reinstated under the foregoing conditions shall not be entitled to pay from the Company during his absence, but shall not lose his seniority which shall accrue during his absence.

**ARTICLE XXIV
BENEFITS**

Section 1. The Company agrees that it will not of its own volition, without the consent of the Union, make any changes during the life of this Agreement in the following policies which would decrease the benefits for employees in the bargaining unit provided therein:

- Jury or Witness Duty by Employees
- Retirement Income Plan
- Parental Leave of Absence
- Educational Aid Program
- Savings and Investment Plan
- Surviving Spouse Benefit
- Employees' Stock Purchase Plan

Section 2. The Company and the Union agree to the following benefit program for employees effective January 1, 2005 in which they can choose specific benefits and levels of benefits to meet their individual or family needs.

- Medical Plans - PPO, Open Access HMO, and Basic Medical
- Long Term Disability Insurance (LTD)
- Life Insurance: Employee, Spouse, Child(ren)
- Medical and Life Insurance Continuation During Disability
- Dental Insurance
- Accidental Death and Dismemberment Insurance
- Pre-Tax Reimbursement Spending Accounts:

Health Care Account: For out-of-pocket medical, dental, and vision care expenses including deductibles and co-payments.

Dependent Care Account: For child and other dependent care needed to allow you and your spouse to work.

A complete description of benefit plans can be found in the Employee Handbook.

It is agreed that the following medical costs will be in effect as specified below at the following weekly contribution rates:

Medical	2005			2006			2007		
	Single	Dual	Family	Single	Dual	Family	Single	Dual	Family
Plan Options									
PPO	\$11.74	\$22.30	\$32.86	\$14.89	\$28.29	\$41.69	\$18.43	\$35.01	\$51.59
Open Access HMO	\$15.00	\$27.00	\$41.00	\$18.00	\$35.00	\$52.00	\$23.00	\$43.00	\$64.00
Basic Medical	\$9.44	\$17.93	\$26.43	\$11.97	\$22.75	\$33.52	\$14.82	\$28.15	\$41.48

Medical	2008			2009		
	Single	Dual	Family	Single	Dual	Family
Plan Options						
PPO	\$22.32	\$42.40	\$62.49	\$24.33	\$46.22	\$68.11
Open Access HMO	\$27.00	\$52.00	\$77.00	\$30.00	\$57.00	\$85.00
Basic Medical	\$17.94	\$34.09	\$50.24	\$19.56	\$37.16	\$54.76

Prescription Drug Program: Employees and their eligible dependents are automatically provided prescription drug coverage when they choose coverage under a CMP medical option.

Employees who enroll in the PPO or Open Access HMO medical plans will be responsible for a 20% cost share toward the cost of retail prescription drugs subject to the 3-tier formulary minimum and maximum co-payments as specified below. Mail order prescriptions are subject to the single co-payments listed below:

	Retail Min/Max Up to 30 day supply	Mail Order Co-Pay Up to 90 day supply
Generic	\$ 5 - \$12	\$14
Preferred Brand	\$14 - \$28	\$42
Non-Preferred Brand	\$35 - \$50	\$70

Non-preferred brand drugs will have a generic or preferred brand equivalent. If there is no generic or preferred brand equivalent, the prescription will be filled subject to the preferred brand co-payment schedule.

The Basic Medical Plan includes prescription drugs, which pays 70% (after the deductible is met) for services.

Refer to your Benefits Handbook for further details.

Dependent Coverage Definition: The definition of "dependent" used in the Employee Handbook in conjunction with the medical plan, dental plan, and children's life insurance plan will be children who reach their 19th birthday are no longer covered unless they are a full-time student in which case they will no longer be covered when they reach their 23rd birthday.

Spousal Coverage Rule: The Spousal Coverage Rule will be in effect immediately for new hires and beginning January 1, 2009 for all other employees.

Spousal Coverage Rule - If your spouse works full-time (as defined by his or her employer) for a company that offers medical and/or dental coverage and the company shares in the cost of these coverages, your spouse must enroll in his or her employer's plan first and that plan will be primary for your spouse. If you want, you can then enroll your spouse in the Company's plans and the two plans will coordinate benefits.

The Labor Management Committee will meet quarterly to review claims experience and discuss benefit issues. The Committee shall number ten (10) persons, five (5) appointed by the Union and five (5) appointed by the Company. Two (2) Union members of this Committee will serve as a liaison when the Company reviews proposals for medical services from potential vendors.

Employees who retired on or before January 1, 1990 will maintain pre-May 1, 1989 retiree life insurance and medical programs including "licensed" nursing home coverage.

"Grandfather" Provision. Employees who were eligible to retire with benefits on or before January 1, 1990 will maintain the \$100 deductible medical plan, with the "skilled" nursing home coverage, at no cost and will have no change in the pre-May 1, 1989 retiree life insurance program.

Transition. Employees whose age plus service as of January 1, 1990 equals "70" or more will be given credits to "buy up" to a better medical plan.

Section 3. The Company and the Union agree that the Union will be included in the Employee Incentive Plan. It is understood that the Company may change the goals each calendar year to reflect the strategic direction of the Company. For the year 2004 only, the Company will pay a \$500 payment to Union employees by May 14, 2004 from the Employee Incentive Plan. If the program pays more than \$500 per employee at the end of the year, Union employees will be paid the difference. Union employees will be back on the normal Employee Incentive Plan in years 2, 3, 4 and 5 of this contract.

ARTICLE XXV UPGRADES

Section 1. Upgrade to Higher Classification. Subject to the pay rate limitations of Article IX, Section 2, A, B, C, when an employee, who is fully qualified by training, ability, efficiency and physical fitness to perform work in a higher classification in the bargaining unit, is temporarily assigned by his authorized supervisor to perform such work and actually performs it for a period of eight (8) successive working hours or more, he shall receive the rate of pay of such higher classification. In the application of this provision, it is understood and agreed that there is a difference between an employee being assigned to duty generally in his regular classification, and his being assigned to duty specifically in a higher classification, and that to be

eligible for the higher rate of pay after 8 successive working hours on a temporary assignment, the employee must be assigned to the higher classification by his authorized supervisor.

Section 2. When an employee in progression to an operating assignment fills in for an absent higher rated employee, the employee will receive the next higher step in his progression. If the employee is at the full rate of pay for his job assignment, he will receive the full rate of pay of the employee he is replacing.

Section 3. An employee temporarily assigned by the Company to work below his rating shall receive the rate of pay for his regular assignment until re-assigned to his regular job. This benefit shall not apply where the assignment is made at the employee's request.

Section 4. Supervisory Upgrade. The Company's policy with respect to temporary fill-ins for four (4) or more continuous hours, in the Line and Substations Operations Departments, 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. For 4 or more but less than 8 continuous hours. A rated employee in the Line, Stations Operations, and Garage Departments will be assigned to fill in and be paid the appropriate Working Head rate of \$1.50 per hour for all hours so worked provided the employee supervises at least two (2) employees. Substation Operations and NASC Services Department employees in the position of Lead Carrier Technician, Lead Power Technician, and Lead Shop Technician I will be expected to supervise up to three (3) persons without an upgrade in pay.

The Revenue/Service Department will have a four (4) hour upgrade and this will be paid at a rate of \$1.50 per hour.

B. For 8 or more continuous hours. A rated employee will be assigned to fill in and will be paid the temporary supervisor's rate if the crew remains large enough to support the supervisor's rating (that is to say, if it continues to have at least four (4) employees supervised). If not, the employee will be paid as provided for in the preceding paragraph.

It is understood that this policy is a special one to fit this special situation of fill-in for a supervisor directing the work of a crew in the field when no other supervision is provided. It is not intended to work a change in the general requirement that an employee of first class rating or higher be qualified and required to direct employees of lower rating.

It is further understood that the clause "when no other supervision is provided" is intended to cover the situation where, for genuine operating reasons, crews are merged to perform work more efficiently and one supervisor is sufficient. It is not intended to provide in any way a method to circumvent or nullify the intent of the fill-in policy which would apply under most situations.

Section 5. The temporary meter supervisor rate will be given in those Service Centers that do not have a permanent meter supervisor. This upgrade will be paid to a qualified meter employee on a rotating basis when both the Business Manager and Operations Manager are absent for eight (8) or more continuous hours.

Section 6. There will be a temporary supervisor's rate for Service Center Stores, Company Warehouse and NASC Services Warehouse/Shops.

Section 7. The temporary supervisor's rate for Section 4, 5 and 6 above for eight (8) or more continuous hours is \$2.00 per hour.

Section 8. A temporary upgrade will be given when the Operations Manager, the Business Manager and the Service Administrator in the Service Center or Customer Relations Center Supervisor in the Customer Relations Center are absent for eight (8) or more continuous hours. A qualified employee will be assigned to fill in on a rotating basis and will be paid the upgrade rate of \$2.00 per hour. A four (4) hour temporary supervisor upgrade will be paid to clerical at a rate of \$1.50 per hour.

**ARTICLE XXVI
PORTLAND CUSTOMER RELATIONS CENTER AND
SERVICE CENTER CLERICAL**

The Portland Customer Relations Center employees who have completed six months of continuous service will be eligible for eight (8) hours per year of personal time off, to be taken in increments of no less than one hour at a time for personal business. The Department Supervisor must approve this time.

The Portland Customer Relations Center employees may take (8) eight hours of vacation time per year and split this up into increments of no less than one hour at a time. The vacation time may be used after the personal time has been used. The Department Supervisor must approve this time. The Company will discontinue the make up time policy for the Portland Customer Relations Center employees.

In the event the Company seeks to transfer or relocate Portland Customer Relations Center employees to a different location, the Company will:

Bargain in good faith with the Union prior to the final decision to transfer or relocate

Bargain in good faith with the Union over the effects of such transfer or relocation

WORKING HOURS

A noon break of one-half ($\frac{1}{2}$) hour will be scheduled normally between 12 noon and 1:00 p.m.

To meet the operating requirements of the Company, lunch hours may be scheduled at intervals between the hours of 11:00am and 2:00pm, but, when reasonably possible, any changes in the established schedule shall be arranged prior to the close of work on the previous day. Employees whose noon hours are rescheduled with less than the above-mentioned notice shall be paid one and one-half ($1\frac{1}{2}$) times their regular rate for working during their established noon hour and will be granted an alternate half ($\frac{1}{2}$) hour for lunch without pay.

MISCELLANEOUS PROVISIONS

Section 1. Accelerated progression to the top rate of pay after 24 months of service is available for all Customer Service Representatives who have successfully completed the training program and taken the progression test for the top rate. A passing grade of 80 percent must be attained. Accelerated progression will only be available once during a Customer Service Representative's 36-month progression cycle. Work performance satisfactory to the Company is a condition of all increases under the Progression Schedule.

Section 2. Relocated employees will be paid mileage to their new reporting location for the first thirty (30) working days. Relocated workers traveling together may not split or pyramid their mileage.

Section 3. A Customer Relations Center Representative who is called in or required to stay over, due to a storm, will, at the Company's discretion, be provided meals and lodging if he cannot return to his original reporting location.

Section 4. The Company shall not be required to consider workers in the Customer Relations Center Representative classification for postings for other Company jobs within two (2) years of employment in their classification, but may do so.

**ARTICLE XXVII
UNION SECURITY**

Section 1. The following provisions will apply to the employees in classifications covered by this Agreement:

- A. 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.

- B. Employees who are temporary and on probation shall apply for membership in the Union immediately upon hire as a regular employee and they 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 Human Resources 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.

- C. Any employee attaining regular employee status who is transferred or demoted on other than a temporary assignment basis to such a classification (covered by this Agreement), shall apply for membership in the Union immediately after the effective date of such transfer or demotion (unless he had previously been in the bargaining unit and had exercised his 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 shall have the right of withdrawal specified above to be exercised within the seven (7) day period immediately preceding the date when he shall have served one (1) year in such classification.

- D. 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.
- E. 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 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.
- F. 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 a month, the current regular weekly 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.

Section 2. 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 No. 1837.

Section 3. 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.

Section 4. 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 XXVIII BULLETIN BOARDS

Section 1. The Company will permit the use of bulletin boards for posting officially signed Union bulletins, it being understood that all bulletins other than routine notices for meetings shall be approved by the Department Manager before being posted.

ARTICLE XXIX MISCELLANEOUS PROVISIONS

Section 1. 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.

Section 2. 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 D-2 reports it has filed and other relevant information which the Union shall reasonably request.

Section 3. 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 change past practice where supervisors have normally performed more than incidental or casual assignments.

Section 4. 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 of intent of this Agreement.

Section 5. It is the intent of the Company to inform the Union of projects or work that may be assigned to an outside contractor. It is further intended that contractors shall conform to the Company's safety and working rules. The Company shall not use outside contractors to perform work regularly done by its regular employees if so doing would result in any regular employee being displaced from his job, discharged, or terminated.

Section 6. The Company agrees to notify the Union during the term of this Agreement with respect to the creation of any new bargaining unit job and any significant changes in existing classifications within the bargaining unit. Upon request by the Union, the Company will negotiate a wage rate for any such new job or changed job classification.

Section 7. It is agreed that certain supplementary letters of intent and interpretation have been written and delivered in the past and will be in the future, as well as side agreements, and all such letters and side agreements are to be considered as incorporated into this Agreement, and made a part thereof as if fully set forth.

ARTICLE XXX
NOTICES

Section 1. Any written request or notice from one to the other party provided for in Articles XIII, XIV, XVI hereof and the written notices provided for under the heading "TERM" in the last paragraphs of this Agreement, shall be conclusively deemed for all purposes hereunder to have been effectively given if sent by registered mail, postage prepaid, addressed in the case of the Union to:

David G. Bofinger, Business Manager
Local Union No. 1837, IBEW
16 Old Winthrop Road, Suite 1
Manchester, Maine 04351

and in the case of the Company to:

Donald C. Vigue
Director of Human Resources
Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336

**ARTICLE XXXI
SEPARABILITY PROVISION**

Section 1. In the event that any provision of this Agreement shall conflict with any Federal or State law or regulation now or hereafter enacted or issued, such provision shall not remain operative or binding upon the parties hereto, but the remaining portions of this Agreement shall remain in full force and effect.

TERM

This Agreement in several counterparts, each of which shall be considered to be an original, when signed by the Company and the Local Union, or their authorized representatives, and approved by the International Office of the Union, takes effect as of May 1, 2004, and continues in effect for five (5) years to April 30, 2009 and thereafter from year to year, unless either party shall give the other at least sixty (60) days prior to April 30, 2009, or an anniversary of the latter date, written notice stating: (a) its desire that a change be made in the Agreement for the succeeding year, and (b) the general nature of such change or changes.

All previous agreements between the parties in comprehensive form similar to the form of this Agreement are hereby superseded and canceled.

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

IN WITNESS WHEREOF, Central Maine Power Company has caused these presents to be signed in its name and on its behalf by its President; Vice President, Operations; Vice President, Technical Services; Vice President, Customer Services, and Director, Human Resources; 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 this 20th day of August, 2004.

LOCAL UNION NO. 1837

CENTRAL MAINE POWER COMPANY

By _____
David G. Bofinger
Business Manager

By _____
Sara J. Burns, President

By _____
Robert J. Dodge
Assistant Business Manager

By _____
Douglas A. Herling
Vice President
Operations

By _____
Stephen G. Robinson
Vice President
Technical Services

By _____
Kathleen A. Case
Vice President
Customer Services

By _____
Donald C. Vigue
Director of Human Resources

SUPPLEMENT TO AGREEMENT

This Supplement to Agreement by and between CENTRAL MAINE POWER COMPANY and LOCAL UNION NO. 1837, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, is applicable to **casual temporary and part-time employees** performing represented work at any represented Company location.

Article I, II, V, VI, VII, VIII, XII, XVII, XVIII, XIX, XX, XXI, XXII, XXIV, XXV, XXVII, XXVIII, XXIX, and XXXI of the main Agreement are not applicable to casual temporary and part-time employees. All other Articles are applicable and Hours of Work, Wages and other issues shall be set forth in this Supplement.

EMPLOYEES EXCEPTED

Confidential employees and secretaries in offices of the Managers, Directors, and Supervisors, and student casual temporary part-timers are not covered by this Agreement. For their first six (6) months casual temporary employees are not covered by this Agreement.

NEW EMPLOYEES

New employees shall remain on the basis of temporary employment until notified by the Company that their employment is considered regular. This period of temporary employment shall not exceed six (6) months from the date of hire. However, all new hires in Union classified positions will become union members immediately upon hire. The Union may not represent new employees in termination matters until their six month probationary period is completed.

PART-TIME EMPLOYEES

The Union represents part-time employees that do bargaining unit work in Company locations currently covered by the contract and its addendums.

The following are definitions of employees who will be represented by the Union:

1. "Casual Temporary" employees who have completed six (6) months of work at forty (40) hours a week or more.
2. "Regular Part-Time" employees who work less than forty (40) hours a week, or who fill in for vacations.

It is expressly agreed that the Company has the right to hire and lay off part-time employees according to the Company's operational needs without a discharge hearing. Any laid off part-time worker represented at the time of layoff will continue to be represented by the Union when rehired.

The casual temporary/part-time Union workforce will be capped at 55 positions.

BENEFITS

Part-time and casual temporary Union employees will receive the same benefit package as Non-Union part-time workers receive.

WAGES

The hourly rate of pay for each part-time employee will conform to the negotiated wage rates under the general contract and its addendums for full-time employees. The part-time employee's job classification will be assigned locally. The Progression Schedules negotiated under the general contract and its addendums will be followed.

The rate of pay for new part-time employees during the first 6 months of employment may be up to twenty-five percent (25%) less than the sixth-month rate for that classification.

WORK HOURS

The number of days worked in a week will be assigned locally at management's discretion according to local needs. Work hours will be assigned locally to meet local operating conditions, but will generally fall within the bounds of the local work hours outlined in the general contract and its addendums.

POSTINGS

The Company will consider the application of represented part-time employees for posted regular full-time positions before hiring outside the Company if the position is not filled by another full-time regular employee. Consideration for answering posting notices shall be as follows:

FOR SERVICE CENTER POSITIONS:

- First - Within the department posting the position
- Second - All other Service Center departments within the posting Service Center

A part-time Union employee who is awarded a full-time position will receive credit for their part-time service towards bargaining unit seniority and benefit entitlements including vacation time.

LAY-OFFS

A part-time employee can be laid off for lack of work as determined by local management without benefit of grievance, arbitration and suspension/discharge provisions of this contract.

An employee will be considered laid off if he is without Company employment for four (4) consecutive weeks. A one day call-in to fill in, at the supervisor's request, will not be considered to break the layoff.

Laid off employees will be called first to fill part-time work assignments in their job classification at their work location. If they turn down the first recall assignment offered (more than a short duration fill-in assignment), they give up their recall rights. The Company will maintain a lay-off list at each work station.

UNION SECURITY

Section 1. All new part-time employees in Union classified positions covered by this Supplement will become union members immediately upon hire. Employees shall have the right of withdrawal after one (1) year of employment under the terms set forth in Article XXVII, Section 1, B of the Agreement to which this Supplement is attached.

Section 2. 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 a month, the current regular weekly 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.

Section 3. 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 or 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.

Section 4. Employees covered by this Supplement shall not be required to pay dues during months in which they are not employed by the Company.

MISCELLANEOUS PROVISIONS

Section 1. 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.

Section 2. The Company agrees to notify the Union during the term of this Agreement with respect to the creation of any new bargaining unit job and any significant changes in existing classifications within the bargaining unit. Upon request by the Union, the Company will negotiate a wage rate for any such new job or changed job classification.

Section 3. It is agreed that certain supplementary letters of intent and interpretation have been written and delivered in the past and will be in the future, and all such letters are to be considered as incorporated into this Agreement, and made a part thereof as if fully set forth.

Section 4. In the event that any provision of this Agreement shall conflict with any Federal or State law or regulation now or hereafter enacted or issued, such provision shall not remain operative or binding upon the parties hereto but the remaining portions of this Agreement shall remain in full force and effect.

Section 5. It is understood that an employee on a call-out is covered by workers' compensation insurance while traveling directly to headquarters or the job site to take care of an emergency.

IN WITNESS WHEREOF, Central Maine Power Company has caused these presents to be signed in its name and on its behalf by its President, Vice President, Operations; Vice President, Technical Services; Vice President, Customer Services; and Director, Human Resources; 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, hereunto duly authorized, on this 20th day of August, 2004.

LOCAL UNION NO. 1837

CENTRAL MAINE POWER COMPANY

By _____
David G. Bofinger
Business Manager

By _____
Sara J. Burns, President

By _____
Robert J. Dodge
Assistant Business Manager

By _____
Douglas A. Herling
Vice President
Operations

By _____
Stephen G. Robinson
Vice President
Technical Services

By _____
Kathleen A. Case
Vice President
Customer Services

By _____
Donald C. Vigue
Director of Human Resources

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Casual Temporary and Part-Time Employees

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