

FINAL AGREEMENT
CMP – IBEW LOCAL NO. 1837
Term: September 7, 2005 – April 30, 2009

This Agreement will become a Supplement to the Agreement by and between CENTRAL MAINE POWER COMPANY AND LOCAL UNION NO. 1837, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and is applicable to Area and System Operators performing represented work in the System Operations Department.

Articles I, V, VI, VIII, IX, X (Sections 2 & 3), XI, XX (Sections 4 & 6), XXII, XXIV (Section 1 – Retirement Income Plan), XXV, XXVI, and XXIX (Section 7) of the main Agreement are not applicable to the Area and System Operators. All other Articles are applicable and Hours of Work, Wages and other issues shall be set forth in this Agreement.

RECOGNITION

The Company recognizes the Union as exclusive representative in the Company for Area Operators and System Operators.

BARGAINING UNIT SENIORITY

Bargaining Unit Seniority for existing members of the bargaining unit will be effective on September 7, 2005. The tie breaker will be length of service with the Company. Length of service dates for existing members of the bargaining unit will be listed in a document jointly maintained by the Company and Local Union No. 1837.

HOLIDAY POLICY

The Holiday Policy provides that it applies to the eleven (11) holidays observed by all other CMP employees. The observed holidays are determined and designated in the same manner for all CMP employees.

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.

On January 1 of each year Area and System Operators shiftwork personnel will be credited with eighty-eight (88) hours of holiday time. These hours are to be used as compensation for the eleven (11) holidays observed by all other CMP employees. Due to the nature of the shiftwork, Area and System Operators are not always able to observe holidays in the normal manner and use of these hours will require following established guidelines.

The following is a list of possible scenarios involving holidays which will be encountered during a year of shiftwork and the options available for compensation when they occur.

Spare or Training Day:

Take day off and deduct eight (8) hours.

12-hour Spare Day: (System Operator only)

Take day off, deduct eight (8) hours *and* take four (4) hours PVAC, CVAC, or Rescheduled Time.

Scheduled Day Off:

Take day off, take Holiday on next spare or training shift, deduct eight (8) hours** at that time.

or

Get eight (8) hours pay.

Working Day or Night Shift:

Work Holiday, take Holiday on next spare or training shift, deduct eight (8) hours** at that time.

or

Get eight (8) hours pay.

Working to Cover Shift on Spare or Training Day:

Work Holiday, take Holiday on next spare or training shift, deduct eight (8) hours** at that time.

or

Get eight (8) hours pay.

Working to Cover Shift on 12-hour Spare Day (System Operator only):

Work Holiday, take Holiday on next spare or training shift, deduct eight (8) hours** at that time.

or

Get eight (8) hours pay.

** If a System Operator takes alternate day on 12-hour Spare Day, an additional four (4) hours of PVAC, CVAC or Rescheduled Time must also be deducted.

Note: Holiday hours are independent of rescheduled time and will be tracked. Holidays may be banked with Company approval. In no event may banked Holiday hours be carried more than four months from the date of the Holiday. In all cases deduct eight (8) hours from the balance when taking time off or when taking the pay.

RESCHEDULED TIME

Rescheduled time will be granted for the hours actually worked for the following:

1. Shift coverage on a scheduled day off.
2. Shift coverage in excess of forty (40) hours on Spare or Training week for System Operator.
3. Shift coverage in excess of thirty-two (32) hours on Spare Week or forty (40) hours on Training Week for Area Operator.

Rescheduled time for required meetings or travel time for out of state travel on a scheduled day off will be granted at a rate of one and one-half (1 ½) times the actual hours worked.

Rescheduled hours may be carried for a maximum of four (4) months and may be extended beyond four (4) months with Company approval. In no event will rescheduled hours be extended past April 30 of the following year.

When an Operator is on shift, rescheduled time cannot be taken if the person covering the shift will generate rescheduled time. Vacation and Holiday hours take precedence over rescheduled hours.

WORK HOURS

Area Operators will be required to work a 12-hour rotating shift. Area Operators will maintain their existing shift schedule known as the 4-3-3-4 schedule. This is a six (6) week rotating schedule.

System Operators will be required to work a 12-hour rotating shift. System Operators will maintain their existing shift schedule known as the 4-3-3-4 schedule. This is an eight (8) week rotating schedule.

The parties agree that the work hours above may be modified by mutual agreement if the Company determines in the future a need for an alternate work schedule. In order to make a schedule change the Company must first negotiate the proposed change with the Union outlining the business justification for the change.

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

The Company shall give the Union a minimum of one (1) week notice of any such change 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.

MISCELLANEOUS ASSIGNMENTS

When a System Operations employee is assigned to a field location during an emergency situation, these employees will fall under the Company policies and contractual agreements that govern that area.

System Operations employees assigned to work or train away from their home location will continue to be reimbursed for meals and expenses according to current practice.

UPGRADES

The Company will upgrade an Area or System Operator to fill in for a supervisor temporarily absent for four (4) or more hours whenever another person is not assigned to cover the supervisor's normal hours. When an upgrade is given, it will be to the person filling the switching desk.

An employee upgraded under this provision will be paid \$16.00 on each day that he/she is upgraded.

POSTING PROCESS

Area Operators who post to a System Operator position will be provided the first available classroom NERC Certification Training and must take the exam at the completion of the classroom training. If the person fails their NERC Certification Exam, they must retake and pass the Exam within ninety (90) days after their first attempt. The Area Operators will be allowed to pre-qualify for NERC certification on a voluntary basis.

No System Operators will be assigned to their own shift until they become NERC Certified.

All other current employees who post into the Area or System Operator positions after the date of this Contract Agreement must have at least a two year degree in Electrical Technology or a related field or have passed the CMP ETQ Exam. Employees accepting a System Operator position will be provided classroom NERC Certification Training. All employees must be qualified to be assigned to his or her own shift within six (6) months of starting the position.

System Operators will be required to take their NERC recertification exam ninety (90) days prior to its expiration. They will be allowed to take their recertification exam up to one year prior to expiration with supervisory approval based on business scheduling needs of the department, and must pass the exam prior to expiration of their certificate. If they are unable to pass the exam, the Company and the Union will make every effort to find a qualified Area Operator to swap positions based on a volunteer basis by seniority. If no arrangements can be made, it is the policy of the Company to transfer the individual to another classification if in the Company's judgement there is an opening existing in such classification and he or she can do the work therein safely and efficiently.

Current employees who transfer in to the Area and System Operator positions who are unable to demonstrate an ability to perform the job after six (6) months will be given sixty (60) days to post into another position.

A person accepting an Area or System Operator position from outside the Department will be paid at 75% of the full position rate, or their rate, whichever is higher. When the individual is assigned their own shift, they will be paid at 85% of the full position rate, or their rate, whichever is higher and, after twelve (12) months on shift, the person will be paid at the full position rate. A fully qualified Area Operator accepting a System Operator position will go to 50% of the difference between the rates and after one year in the position will go to the full position rate. In no event will the rate of pay exceed the full position rate of pay.

A posting for a System Operator will be offered to the Senior Area Operator based on bargaining unit seniority. A posting for an Area Operator will be offered to the Senior System Operator based on bargaining unit seniority. Current Area and System Operators will be grandfathered for this one-time first refusal based on bargaining unit seniority.

The Company will work with the Union to identify upcoming System Operator vacancies that are reasonably expected to occur within a future window of six (6) months to a year. The parties will work together to solicit interested qualified applicants for these potential vacancies, and they will jointly evaluate the qualifications and mutually agree on the list of qualified candidates who express an interest in the vacant position. Once this process is completed, the Company will offer the mutually agreed upon qualified candidate the opportunity to obtain advance training and take the NERC Certification Exam. This process will not circumvent any posting process agreed to by the parties.

The Union will appoint one Area Operator representative and one System Operator representative to provide input into the Operator training programs. The role of these representatives will be to review and comment on the Company's Operator training program content.

BENEFITS

The Company and the Union agree to the following benefit programs for the Area and System Operators effective January 1, 2006. Area and System Operators will receive benefits under the Active Union Employee Health and Welfare Plans beginning January 1, 2006 and continuing for the length of this Contract as provided for in Article XXIV of the main Agreement. All Retirement benefits for the Area and System Operators will be as provided for under the Non-Union Retirement Plans.

