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PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
UTILITY GROUP CONTRACT
IBEW LOCAL 1837

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**AGREEMENT ENTERED INTO
AS OF JUNE 1, 2013
BY AND BETWEEN
PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 1837**

AGREEMENT made and entered into as of June 1, 2013, by and between Public Service Company of New Hampshire, hereinafter referred to as the Company and Local No. 1837 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union.

It is mutually agreed between the parties as follows:

ARTICLE I PURPOSE OF AGREEMENT

Both parties desire to promote harmony and efficiency among the employees of the Company, so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company as a public utility to provide adequate and uninterrupted electric service at all times in the territory and communities in which it operates. Both parties are signing this Agreement in good faith and pledging themselves to keep its spirit and letter.

ARTICLE II RECOGNITION OF UNION AND UNION SECURITY

Section 1. Recognition of Union

The Company recognizes the Union to be the exclusive representative of all employees in each of the bargaining units covered by this Agreement for the purpose of collective bargaining.

Section 2. Union Security

Employees within the bargaining units holding job titles covered by Schedule A of this Agreement who were members of the Union as of the effective date of this Agreement or who thereafter become members shall, as a condition of continued employment, remain members during the period of this Agreement. All persons newly hired during the period of this Agreement for job classifications covered hereby or employees not represented by the Union who may thereafter be permanently transferred to job classifications within the bargaining units shall, as a condition of employment, be required to make a bona fide application for membership in the Union within thirty (30) days following their date of employment, or thirty (30) days from their date of transfer, as the case may be. A member is understood to be a member whose

dues are paid in accordance with the Constitution and By-Laws of the Union. Cooperative students and temporary employees are exempt from the provisions of this section.

Section 3. Payroll Deduction for Union Dues

The Company agrees to make weekly payroll deductions for Union dues upon written authorization of employees who are Union members with their signatures properly witnessed and to forward the amounts so deducted to the financial secretary of the Union in accordance with a procedure approved by the Company and the Union. The form of such payroll deduction authorization is attached hereto as Exhibit B.

On a pay period basis, the Company will deduct from the wages of each Union employee from whom it receives written authorization, voluntary contributions to the Union's Committee on Political Education (COPE) fund. Such deductions shall be remitted to the financial secretary of the Union monthly. The form of such payroll deduction authorization is attached hereto as Exhibit C.

Section 4. New Employee Orientation

The company will inform the Union of the names, job title and work location of all newly hired represented employees on a monthly basis. Such notification will normally be done via e-mail to the union during the first week of the month following the employee's start date.

On the day when new employees attend their Company orientation, the Union will be allowed the opportunity to have a Union representative speak to the Union employees at the conclusion of the orientation meeting. The Union representative will not be an employee on paid Company time. Employees would be allowed to serve in this role if they elect to take a vacation day.

Section 5. Notification of Union Members Leaving Locals

Company agrees to supply names of all Union Members who leave a represented position. Such notification will be made via e-mail to union during the first week of the month following. If the employee has retired, it will be indicated in the notification.

ARTICLE III DEFINITION OF EMPLOYEE

Section 1. As Used in This Agreement

The terms "employee" and "employees" as used in this Agreement shall include only the regular employees within each town, city, or other operating unit in the job classifications as listed in Schedule A attached hereto.

Section 2. Temporary, Regular, and On-Trial Employees

For the purpose of this Agreement, the term "regular employee" shall include any employee who has been employed by the Company continuously for a period of six (6) months in one or more of the classifications referred to in Section 1 hereof, and the term "temporary employee" shall include any employee who has not been employed by the Company continuously for a period of six (6) months in one or more of such classifications.

Under circumstances where the Company needs additional employees for work of a temporary character, upon notice to the Union and mutual agreement, the Company may continue an employee as temporary for a period not exceeding one (1) year. An "on-trial" employee is one who has been hired to become a regular employee if found qualified.

ARTICLE IV NO DISCRIMINATION

Section 1. No Discrimination Because of Union Membership

The Company and each of its agents recognize and will not interfere with the right of employees to become members of the Union and agree that there shall be no discrimination, interference, restraint or coercion against any employee because of his membership in the Union.

The Union and its members agree not to coerce or intimidate any employees in any manner and during working hours not to solicit any employee for any purpose nor to transact any Union business of a kind to interfere with the proper performance of an employee's duties.

Section 2. No Discrimination Because of Personal Factors

The Company and the Union agree that the operation or application of various provisions of this Agreement shall in no way serve to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment or otherwise affect his status as an employee because of such individual's age, race, color, creed, sex or national origin.

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

ARTICLE V WORKING HOURS

Section 1. For Employees Except Shift Workers

For employees except shift workers, the normal workweek shall constitute forty (40) hours worked Monday through Friday and the normal workday shall constitute eight (8) hours worked from 8 a.m. to 12 noon, and 1 p.m. to 5 p.m. except as otherwise agreed from time to time. Time and one-half shall

be paid to such employees for all hours worked outside of the normal workday or normal workweek.

Section 2. For Shift Workers

For each shift operation, the Company will establish from time to time, a regular schedule of working hours for the employees involved which may include shift revolution. If a shift worker is required to work on the first and/or second days off during the calendar week Sunday through Saturday as shown on a schedule or revised schedule which has been posted not later than 5:00 p.m. of the Wednesday of the week preceding that for which the schedule is established, he shall be paid for working on such day or days such applicable premium rates of pay as may be set forth in this Agreement. 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 temporary 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. The Company agrees that consent to such shift trades will not be unreasonably withheld. Shift workers shall receive time and one-half for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week; provided, however, that if a shift worker voluntarily works two shifts in a single day or two consecutive shifts in connection with a work schedule which has been mutually agreed upon, straight time only shall be paid for the second shift. For the purposes of this section only, two consecutive shifts falling in two calendar days will be treated as being within the same calendar day. All shift workers will be scheduled to work a basic forty (40) hour workweek.

Section 3. Working Hours for Operating Divisions

The normal workweek shall constitute forty (40) hours worked during normal working hours Monday through Friday and the normal workday shall constitute eight (8) hours worked from 7 a.m. to 3 p.m. for Lineworkers, Stockhandlers, Meter Mechanics and Electricians except as otherwise agreed upon from time to time. Stockhandlers and Utility Workers shall work a straight eight (8) hour schedule as determined by local management between one half hour prior to and one half hour after the Lineworker schedule but no earlier than 6:30 a.m. and no later than 3:30 p.m. Monday through Friday. In AWC's where there are more than one (1) Utility Worker and Stockhandler, starting time will be determined by seniority. Once determined, local schedules shall remain in effect for the life of the contract. The Meter Readers shall work from 8:00 a.m. to 4:00 p.m. except as otherwise agreed from time to time. A reasonable time for eating lunch at the work site will normally be taken between 11:30 a.m. and 12:30 p.m. so as to not unduly interfere with the progress of the job. Time and one-half shall be paid to employees for all hours worked outside of the normal workday or workweek.

During the months of May through August of each year in the Manchester, Nashua, Keene, Rochester and Tilton AWC's, only one meter reader may be required each week to work a 4-10 hour schedule Monday through Thursday, from 10 AM to 8 PM in order to do most of the reconnects. In addition to reconnects the employees will perform the other duties of a meter reader. Meter readers working this schedule will receive an additional \$1.50 per hour.

Staffing will be selected from a sign-up sheet posted on the bulletin board by January 14th. If there are multiple volunteers they will be rotated one week at a time starting with the senior qualified employee. Employees may volunteer for weekly coverage until April 1. The Company will post the schedule after all vacation requests have been approved, no later than April 7. Weeks that have no volunteers will be filled one week at a time junior to senior until all the meter readers have been required to cover a vacant shift. The process will then repeat. No approved vacations will be cancelled to fill a week. This meter reader will not be issued any new reconnects after 7:30 PM unless they can be completed by approximately 8 PM.

Based on the number of reconnects this meter reader has incomplete at 7:30 PM, if necessary that employee will notify dispatch to call in another meter reader to cover the remaining connects that cannot be completed by approximately 8 PM and any that are received after that time.

When working this schedule, employees will be entitled to a formal evening break not to exceed 15 minutes at their job location. For the purpose of determining eligibility for meal reimbursement, the employee must work more than one hour beyond the normal quitting of the specified four ten hour day schedule.

At the completion of the AMR meter conversion project at each work location, the Company will meet with the Union to discuss the practicality of continuing this schedule in the future based on the reduction of personnel in these AWCs.

Departmental Clerks will be allowed to work a 4-10 schedule when to do so does not adversely impact coverage within the Area Work Center. This change in schedule must be agreed to by the represented employee and management within that Area Work Center.

Section 4. Working Hours Central Warehouse

The Company, through mutual agreement, has established two (2), eight (8) hour work schedules. The first shall constitute eight (8) hours worked from 7:00 a.m. to 3:30 p.m., with one half hour for lunch. The second shall constitute eight (8) hours worked from 8:30 a.m. to 5:00 p.m., with one half hour for lunch. The personnel presently working in the Central Warehouse will rotate between the two (2) schedules with two thirds (2/3) of the people being assigned from 7:00 a.m. to 3:30 p.m. and one third (1/3) of the people

being assigned from 8:30 a.m. to 5:00 p.m. This shall not preclude the establishment of a two shift operation in the future.

Section 5. Hooksett T&D Maintenance (4-10's)

The following exceptions shall be made to Section 1 of this Article. The Company may establish a schedule of ten hour workdays to be used in support of activities in the PSNH service territory and to be paid at straight time rates of pay, comprised of Monday through Thursday, Tuesday through Friday, or Wednesday through Saturday, as provided for below:

1. A ten hour workday schedule shall consist of four consecutive days in a calendar week of ten and one half hours of continuous time (so as to include thirty minutes of unpaid lunch to be taken from 1200 hours until 1230 hours) between the hours of 0600 and 1730.
2. Employees may be assigned to work a four ten schedule for up to thirteen weeks per calendar year, of which three may be Wednesday through Saturday schedules. Assignments to four ten schedules shall not exceed five continuous weeks per employee unless on a volunteer basis. Ten hour schedules shall be assigned to employees with the fewest prior four ten hour assignments, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.
3. No assignment shall be made in a week where a paid Company holiday occurs on Monday through Friday. When a holiday occurs on a Saturday, no Wednesday through Saturday schedule will be established in that week.
4. All hours worked on scheduled days off, with the exception of Sunday, will be paid at time and one half the normal rates. Sundays will be paid at two times the normal rate of pay.
5. When assigned to a Wednesday through Saturday schedule, the employee shall receive ten hours of pay for eight hours of work on Saturday. Any hours worked in excess of eight on a Saturday which is part of this schedule, shall be paid at time and one half.
6. Nothing herein shall modify eligibility for premiums due to working in excess of sixteen (16) hours, holidays or for such other circumstances as would currently make them eligible for compensation at twice the normal rate of pay.
7. The employee shall be notified by personal contact of the four ten hour day schedule no later than 1530 hours on Wednesday preceding the week in which the schedule is to occur. If notice does not occur

prior to 1530 hours of the preceding Wednesday, the employee shall be entitled to work their straight 40 hours and receive time and one half for those hours worked in excess of eight hours of any day. The foregoing notice requirement applies only to assigned schedules. Mutually agreeable schedule changes to be worked by volunteers shall not be subject to a specific notice requirement.

8. For the purpose of determining eligibility for meal reimbursement, the employee must work more than one hour beyond the normal quitting time of the specified four ten hour day schedule.
9. When assigned to and working this schedule, employees will be entitled to a formal afternoon break, not to exceed fifteen minutes, to be taken at the job site.
10. By mutual agreement of the crew and where job duration permits and when crew assignments remain unchanged, the Company agrees to use its best effort to allow employees to work one week on a Monday through Thursday assignment and the second week on a Tuesday through Friday assignment.

The foregoing provisions are not intended to limit in any way the working of additional ten hour schedules which are mutually agreed upon locally between the Union and the Company.

Unless specifically addressed in this section, all other agreements and practices remain unchanged.

Section 6. Hooksett T&D Maintenance (Job Site Reporting)

Employees may be assigned to Job Site Report (JSR):

- Within a twenty five mile travel distance (one way) from Hooksett or,
- When travel distance (one way) from Hooksett is greater than twenty five miles but less than or equal to fifty miles for jobs that are at least five days in duration.
- Only one reporting location per day.

Employees scheduled for a JSR assignment will report directly to the job site at the beginning of the workday. It will be the responsibility of the employee so assigned to arrange for transportation to and from the work location. Both mileage and travel time will be compensated for with a per diem payment. The schedule of these payments is outlined in the section of the Collective Bargaining Agreement titled "Table A". The Company, upon request, will furnish a vehicle to be based at Hooksett for those employees who wish to commute on their own time and not receive the per diem payment. The employee shall be notified by personal contact of a JSR schedule no later than

1530 hours on Wednesday preceding the week in which the schedule is to occur.

1. Employees shall not be assigned to JSR for more than thirteen weeks per calendar year. Assignments shall not exceed five consecutive weeks per employee.
2. T&D Maintenance employees may be assigned to JSR for no more than seven weeks per calendar year for maintenance activities and six weeks per calendar year for construction activities.
3. JSR staffing will be accomplished by first requesting volunteers. If there are no volunteers, the work will be assigned to the qualified employees with the fewest prior JSR assignments, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.
4. On days when it becomes necessary to deliver Company equipment (either to the work site or back to T&D Maintenance), outside normal working hours, the appropriate premium schedule will be used.
5. If an employee is entitled to rest time, the employee will not be required to Job Site Report on that day.
6. Employees scheduled to JSR shall be assigned to an eight hour schedule.

The foregoing provisions are not intended to limit additional JSR assignments which are mutually agreed upon locally between the Union and the Company.

Unless specifically address in this section, all other agreements and practices remain unchanged.

Section 7. Working Hours (Lineworkers) 4 - 10's

The following exceptions shall be made to Section 1 of this Article: For line personnel, the normal schedule during Daylight Savings Time (DST) will be 0700 to 1500 hours. By mutual agreement, DST hours may be adjusted to 0600 to 1400 hours. The Company may establish a schedule within the PSNH service territory of ten hour workdays to be paid at straight time rates of pay, comprised of Monday through Thursday, Tuesday through Friday:

1. A ten hour workday schedule shall consist of four consecutive days in a calendar week of ten hours between the hours of 0600 and 1600, or, by mutual agreement, from 0700 to 1700 hours. This schedule

must have a duration of at least four days and require a minimum of two employees.

2. Employees may be assigned to work a four ten schedule for up to thirteen weeks per calendar year. Assignments to four ten schedules shall not exceed five continuous weeks except on a volunteer basis. Ten hour schedules shall be staffed by first requesting qualified volunteers. If there are no volunteers, the work will be assigned to employees with the fewest prior four ten hour assignments, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.
3. No assignment shall be made in a week where a paid Company holiday occurs on Monday through Friday.
4. All hours worked on scheduled days off, with the exception of Sunday, will be paid at time and one half the normal rates. Sundays will be paid at two times the normal rate of pay.
5. Nothing herein shall modify eligibility for premiums due to working in excess of sixteen (16) hours, holidays or for such other circumstances as would currently make them eligible for compensation at twice the normal rate of pay.
6. The employee shall be notified of the four ten hour day schedule no less than two weeks prior to the commencement of the assignment. Mutually agreeable schedule changes to be worked by volunteers shall not be subject to a specific notice requirement.
7. For the purpose of determining eligibility for meal reimbursement, the employee must work more than one hour beyond the normal quitting time of the specified four ten hour day schedule.
8. When assigned to and working this schedule, employees will be entitled to a formal afternoon break, not to exceed fifteen minutes, to be taken at the job site.
9. The standby crew/person may be scheduled to work four consecutive ten hour workdays including holiday weeks between the hours of 9 a.m. and 7 p.m. At the discretion of the standby crew/person and by mutual agreement between the local employees and local management, the scheduled hours of the four ten hour work week may be adjusted to 10 a.m. to 8 p.m. or 11 a.m. to 9 p.m. No employees shall be forced to work the adjusted ten hour workday. These assignments will be for coverage within an Area Work Center's service territory and will be worked Monday through Thursday of the week. The standby period will begin at 7 a.m. (6

a.m. DST) on the prior Thursday and run through 7 a.m. (6 a.m. DST) on the Thursday of the scheduled standby week.

For Thursday holidays, the standby swap may occur at the end of the scheduled workday on the prior Wednesday, or at other times mutually agreed to by the employees. Standby pay will be adjusted accordingly if the swap is made on Wednesday. No callouts will be paid if the employees choose to make the swap on the holiday. If the employee uses his personal vehicle to respond to a standby callout, the employee will be reimbursed for mileage at the mileage rate in effect at that time.

10. The employee is expected to operate in compliance at all times within prescribed safety rules and all applicable standards which are established for line crew operations. At no time shall the employee be required to perform work which is deemed inappropriate to be performed alone.

The foregoing provisions are not intended to limit in any way the working of additional ten hour schedules which are mutually agreed upon locally between the Union and the Company.

Unless specifically addressed in this section all other agreements and practices remain unchanged.

Section 8. Lineworkers - Job Site Reporting

Employees may be assigned to Job Site Report (JSR) within a sixty (60) mile travel distance of their normal reporting location within the PSNH service territory.

Employees scheduled for a JSR assignment will report directly to the job site at the beginning of the workday. It will be the responsibility of the employee so assigned to arrange the transportation to and from the work location. Both mileage and travel time will be compensated for with a per diem payment. The schedule of these payments is outlined in Table "A". Employees will have the option to use their own vehicles and receive the per diem or use a company-provided vehicle to travel with no per diem payment.

1. Employees shall be assigned to JSR for not more than thirteen weeks per calendar year. Assignments to JSR shall not exceed two continuous weeks except on a volunteer basis.
2. To be assigned to this schedule, employees must be notified no less than two weeks prior to the commencement of the assignment. The two week notice begins once the employees have been notified of the JSR assignment.

3. JSR staffing will be accomplished by first requesting volunteers. If there are no volunteers, the work will be assigned to the qualified employees with the fewest prior JSR assignments, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.
4. Normal working hours for JSR will be from 7:00 a.m. to 3:00 p.m. unless otherwise mutually agreed to.
5. If an employee is entitled to rest time, the employee will not be required to JSR that day.
6. JSR will only be available when the job assignments are scheduled to last at least five (5) days. Employees assigned to JSR shall only be assigned to a five day, eight hour schedule.
7. On days when it becomes necessary to move Company vehicles either to or from the job site outside normal working hours, the appropriate premium schedule will be used.
8. Employees will only be required to JSR to no more than two locations per week.
9. If public school is cancelled due to winter weather conditions in the town the employee normally reports to or the town where the JSR is located, then JSR will be cancelled for that day.

The forgoing provisions are not intended to limit additional JSR assignments which are mutually agreed upon locally between the Union and the Company.

Unless specifically addressed in this section, all other agreements and practices remain unchanged.

Section 9. Working Hours for Transportation Department

Transportation Department employees who work the second shift will be scheduled to work a ten hour day on Monday through Thursday or Tuesday through Friday between the hours of 2:00 p.m. and 12:00 midnight. The Stockhandler at AMC will work a five day eight hour per day shift starting between the hours of 11:00 a.m. to 1:00 p.m. unless otherwise agreed to. For the initiation of this schedule, selection of the days (Monday through Thursday or Tuesday through Friday) will be awarded according to seniority, senior to junior.

In a week where a paid company holiday occurs on Monday through Friday, employees will have the option of working a schedule which includes four eight hour night shifts, or a schedule which consists of two eleven hour night

shifts and one ten hour night shift, the actual determination to be made with the mutual agreement between the employee and AMC management. In either case, the employee's pay for these weeks would include eight hours of holiday pay. For the week of Thanksgiving, all employees will work an eight hour night shift schedule Monday through Wednesday. For the weeks of Christmas and New Years, all second shift employees will have the holiday eve and the holiday off. All hours worked on scheduled days off with the exception of Sunday will be paid at time and one half the normal rates. Sundays will be paid at two times the normal rate of pay. When assigned to and working the ten hour schedule, employees will be entitled to two formal 15 minute breaks to be taken at the job site. For the purpose of determining eligibility for meal reimbursement, the employee must work more than one hour beyond the normal quitting time of the appropriate schedule.

The employee is expected to operate in compliance at all times within prescribed safety rules and all applicable standards which are established for these operations. At no time shall the employee be required to perform work which is deemed inappropriate to be performed alone.

Nothing herein shall modify eligibility for premiums due to working in excess of 16 hours, holidays, or for such other circumstances as would currently make them eligible for compensation at twice the normal rate of pay.

Unless specifically addressed in this section, all other agreements and practices remain unchanged.

Section 10. No changes shall be made in the scheduling options without mutual agreement of the parties.

ARTICLE VI WAGES

Section 1. Scheduled Rates

The regular wage rates shown on Schedule A attached hereto shall apply to the various job classifications listed on the schedule and shall be in effect from June 2, 2013 to June 3, 2017, as set forth in said schedule; and the parties agree that such rates shall be the regular straight time rates used for the computation of straight time and overtime pay except as provided in the following paragraphs.

Section 2. (a) Rates for New Employees

The Company may hire new employees in any job classification at any rate of pay down to 15% below the straight time hourly rate for such job classification as shown on Schedule A; provided, however, that if retained in service the employee must be increased to the straight time hourly rate of pay for his job classification within six (6) months of the date of hiring or at such

earlier date as he shall become fully qualified to perform the duties of his job classification.

Section 2. (b) Rates for Employee Transferred to a New Job

If a regular employee is transferred to a new job classification for which he is qualified, he shall immediately receive the rate of pay for the new job classification. If a regular employee is transferred to a job for which he is not qualified and the rate of pay for the new job is lower than or equal to the rate of pay for his prior job classification, he shall (except as provided in Article VIII) immediately receive the rate of pay for the new job classification and if the rate of pay for the new job classification is higher than that for his prior job classification he shall immediately receive a rate of pay equal to the average of the rate of pay for the new and prior job classification and shall be advanced to the rate of pay for the new job classification within six (6) months of the date of transfer or at such earlier date as he proves qualified for the new job classification.

Section 3. Rates for New or Changed Job Classification

The Company recognizes its obligation to notify the Union during the term of the Agreement with respect to (i) the creation of new jobs, (ii) the combination of duties of two or more job classifications on Schedule A into a single job and (iii) significant changes in the duties of any job classification listed on Schedule A, and, upon request by the Union, to negotiate with the Union with respect to the rate of pay for such new or changed job classifications.

Section 4. Rates for Temporary Upgrading

An employee who is temporarily assigned to a job classification carrying a higher rate of pay than his regular job for two (2) hours or more shall receive the rate of pay for the job classification to which he is temporarily assigned for all hours worked on the job carrying the higher rate of pay. This section does not apply to shift workers because of job progression. Since temporary assignment to a higher job classification does not require the employee to be qualified to perform all functions of that classification in order to receive temporary upgrade in pay, it is agreed that temporary upgrading to a position will not necessarily qualify an employee for that position in the event the employee applies for that position pursuant to Article X, Section 3.

Section 5. Rates For Standby

It is necessary to have certain employees on standby duty in order to provide for prompt handling of actual or potential troubles which may endanger life or property or which may affect the adequacy or continuity of electric service.

Standby duty consists of remaining within reach of a telephone or pager outside of regularly scheduled working hours for a period of one (1) week so that an employee on standby duty may be notified to report for work in cases of emergency. Standby hours will begin at 7:00 a.m. on Thursdays and continue until 7:00 a.m. on the following Thursday. To qualify for standby duty an employee shall maintain his residence within twenty (20) minutes driving time at posted speeds under normal driving conditions from the place he normally reports for work. Standby duty does not require any interruption of an employee's normal life except to the extent of making arrangements so that he can be reached by telephone or pager at a location within twenty (20) minutes driving time from the place he normally reports for work.

Employees shall be paid for standby twelve (12) hours of their regular straight time rate of pay a week plus two (2) hours of their regular straight time rate of pay for a week in which a holiday falls.

Standby men will not be automatically excluded from participation in planned jobs but the determination to include or exclude a standby man from a given planned job will be made by management in a reasonable and consistent manner. It is understood and agreed that the Union will cooperate fully in the implementation of this Section.

Trouble Call Assignments in 2-Person Standby Areas

In Work Centers where a Working Foreman and a Lineworker are both on standby, the Working Foreman receiving the trouble call will determine the proper crew complement to respond to the trouble. In order to provide prompt, effective customer service, and where only one person is needed to respond, the assignment will be made to the standby Lineworker or Working Foreman who resides closest to the trouble location. In these Work Centers, a take-home standby vehicle will be assigned to the standby Lineworker.

Section 6. Pay While on Military Reserve Weekend Duty

The Company agrees to pay a worker on Military Reserve Duty the difference between the regular straight time rate and the certified Military Reserve pay for up to 144 hours annually for weekend drills.

Section 7. Pay While on Annual Military Tour of Duty

The Company agrees to pay to a regular employee on Military Annual Active Duty Tour, the difference (if any) between his regular rate for forty (40) hours and his certified military basic pay for each week of such absence, provided that such difference will not be paid for more than two (2) weeks, covering ten (10) Company workdays, in any calendar year. Allowances over and above certified military basic pay will accrue to the benefit of the employee in that the Company may not use such allowances in making a determination of such difference.

To be eligible for the difference in pay, the employee will schedule only one (1) week of vacation between July 1 and October 1 in addition to military leave, provided the tour is scheduled during this same period.

If all or part of the tour is considered as vacation, the Company will make up the difference in pay (if any) as outlined above in addition to whatever vacation pay the employee is entitled.

Section 8. Pay When on Jury Duty

Employees who suffer hours lost from their regular workweek because of being called for or serving jury duty shall be reimbursed for such loss in an amount equal to their regular hourly pay for such lost time less whatever compensation they receive on account of such duty.

Section 9. Non-Duplication of Benefits

No employee shall receive more than the single highest rate of pay set forth in any provision of this Agreement which is applicable to any work performed or service rendered by an employee and in no event shall there be any duplication or pyramiding of any two or more of the benefits provided in this Agreement for work performed or service rendered.

Section 10. Biweekly Pay

Biweekly pay for all employees effective 1/1/97.

ARTICLE VII PREMIUM PAY

Section 1. Shift Premium

A premium of one dollar and fifty cents (\$1.50) per hour will be added to the regular straight time rates of all employees classified as shift employees for each hour worked on a scheduled second shift, and one dollar and seventy-five cents (\$1.75) for each hour worked on a scheduled third shift. Such premium shall be considered as part of regular straight time rates for computing overtime pay for all hours worked by such employees during the second or third shift beyond eight (8) hours in any twenty-four (24) hour period or beyond forty (40) hours in any week, but shall not be considered in computing any other benefit under this Agreement, including holiday pay for hours not worked, sickness benefits, vacation pay and termination pay.

Section 2. Saturday/Sunday Premium for Shift Workers

A premium of one dollar and forty cents (\$1.40) per hour will be added to the regular straight time rates of all employees classified as shift workers for each hour worked on Saturday, and a premium of two dollars and fifty cents (\$2.50) will be added to the regular straight time rates of all employees

classified as shift workers for each hour worked on Sunday. The premium shall be considered as part of the regular straight time rates for computing overtime pay for all hours worked by such employees on Saturday and Sunday, but shall not be considered in computing any other benefits under this Agreement including holiday pay for hours not worked, sickness benefits, vacation pay, and termination pay.

Section 3. Revised Schedule for Shift Workers

If a shift worker is required to begin work on a shift other than that shown on a schedule or revised schedule which has been posted not later than 5:00 p.m. of the Wednesday of the week preceding that for which the schedule or revised schedule is established, the first rescheduled eight (8) hours of duty shall be paid at two times the employee's regular rate. When employees exchange shifts by mutual agreement, the foregoing provision for premium pay shall not apply. Premium payment for a change of schedule without sufficient notice will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable. There shall be no duplication of the premium specified herein and the Sunday premium specified in Section 2 of this Article.

Section 4. Working on Second Consecutive Day Off

An employee required to work on the second of his regularly scheduled days off shall be paid at two times his normal rate of pay for work on such second day. If such second consecutive day off occurs on a holiday, the holiday only premium will be paid and these premiums shall not be pyramided; provided however, that a shift worker shall receive both holiday pay as defined in Article XIV, Section 3 and two times his normal rate of pay for those hours worked which coincide with the hours which he would have been normally scheduled to work on that day had it not been a Holiday, the provisions of Article XIV, Section 4 notwithstanding. For all employees except shift workers, for the purposes of this Section, the second consecutive day off shall be Sunday. For shift workers the second consecutive day off shall be the second scheduled day off during the calendar week Sunday through Saturday. Premium pay under this Section will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable. There shall be no duplication of the provision hereof which relates to two times normal rate of pay and the Sunday premium specified in Section 2 of this Article, nor shall this double time premium be paid more than once in any payroll week of Sunday through the following Saturday.

Section 5. Employee Designated to be in Charge

An employee who is designated to be in charge of one or more employees for two (2) hours or more shall receive his regular rate of pay plus one dollar and twenty five cents (\$1.25) per hour. If such employees normally work outdoors, they shall be entitled to such premium even if such employees do

not work outdoors due to inclement weather. When a crew composed of two or more employees is performing work during other than normal working hours which requires employee supervision at the work site, the senior qualified employee on the crew shall be the employee in charge of the other employee or employees unless otherwise designated and shall receive the premium as set forth herein.

Section 6. Working More Than 16 Consecutive Hours

- (A) If an employee is called in and reports for work within three (3) hours of the time he went off duty, the time off will not prevent the hours worked thereafter from being considered as consecutive with the previous hours worked.
- (B) If an employee is required to work beyond sixteen (16) consecutive hours, he will be paid at double his straight time rate for those hours worked beyond sixteen (16) including normal scheduled hours worked. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this Section.
- (C) If an employee is required to work sixteen (16) or more consecutive hours, he will be allowed a period of eight (8) hours off before returning to work unless an emergency arises which makes it necessary for the Company to call him back to work before the expiration of the eight (8) hour period.

Any part of the eight (8) hour period which extends into the employee's normal work schedule will be paid for at normal straight time rates. If after working sixteen (16) or more consecutive hours an employee is called back to work with less than eight (8) hours rest, he shall return at double time.

Section 7. Minimum Pay for Employee Called In

A "call in" is a communication to an employee who has been released and has left work at the end of his workday directing him to report to work to engage in overtime work immediately or at a designated time.

Any employee who is required to continue working after his scheduled quitting time shall not receive minimum pay under Article VII, Section 7.

When an employee is called in to work he shall receive a minimum amount of pay as provided in the following paragraphs:

1. If a person reports as the result of a call in between eight (8) hours and two (2) hours before the normal starting time, he will be paid five (5) hours straight time pay.

2. If a person reports as the result of a call in outside the above stated time, he will be paid four (4) hours straight time pay.
3. An employee who reports for work as the result of a call in during the period of two (2) hours immediately preceding his scheduled starting time shall receive minimum pay under paragraph 2 above.
4. In computing hours worked, time shall begin immediately when he reports to work and shall end when relieved from duty upon completion of work.

Section 8. Early Release from Scheduled Overtime

If an employee reports for scheduled overtime, he shall receive minimum pay under the same schedule as in Article VII, Section 7, or overtime pay whichever is greater. Scheduled overtime beginning two hours prior to the normal workday and continuing into the normal workday or immediately following the normal workday, shall not receive minimum pay.

Section 9. Rest Time

(A) Day Workers

Employees required to work hours between 11 p.m. and 6 a.m. will receive rest time (equal to hours worked) from his scheduled hours for the first such day only. If the employee cannot take his rest time because of work requirements, he shall receive two times his normal rate of pay for the hours of rest time he worked. If an employee works eight consecutive hours immediately preceding their normal start time, they shall be entitled to eight hours of rest time. Rest time having a duration of two (2) hours or less will be taken at the end of the day unless otherwise established by mutual agreement. Rest time having a duration of four (4) hours or less but more than two (2) hours may, by mutual agreement, be taken at the end rather than the beginning of the normal workday. It is understood that mutual agreement as used in this paragraph may result in other than a uniform Company-wide practice as to when rest time may be taken.

(B) Shift Workers

Employees who are scheduled to work the day shift (normally 7 a.m. - 3 p.m.) and are called in and work the preceding midnight shift (normally 11 p.m. - 7 a.m.) should be sent home after working 10 hours provided shift coverage can be maintained first by using other qualified employees, second by upgrading. If coverage for this shift is not available, the employee remaining on duty shall receive time-and-one half for the remaining six (6) hours of the shift.

Section 10. Pay When Away from Home Overnight

A premium of one dollar (\$1.00) per hour in addition to normal straight time pay will be paid to an employee when required to remain away from home overnight for any of the following reasons:

- (a) When working on the Company's System outside the Area Work Center or designated locations considered to be within the employee's normal work area, or
- (b) When repairing, transporting or inspecting Company owned equipment which is essential to the proper operation of the Company's System and when in the performance of such work the employee is away from the Area Work Center or designated locations considered to be within his normal work area, or
- (c) When attending a Company sponsored training course, or
- (d) A premium of \$15 per week will be paid to those employees who are out of town for the normal workweek performing their normal work function. Employees who are working a 4 10's schedule will be entitled to this \$15 premium if they are out of town for 3 nights in a week. This premium will be in addition to the \$1.00 per hour out-of-town premium of Article VII, Section 10.
- (e) Meals eaten when away from home overnight shall not be limited to the minor and major dollar amounts specified in the Meal Policy. Such meals shall be reimbursed to the employee at 100% as long as they are reasonable in nature and do not include costs for alcohol. This shall not change the current meal policy used during storm restorations.

The premium shall apply to all hours worked away from the normal work area during the day on which the employee is unable to return home, provided however, that the minimum premium pay for such day shall be six (6) dollars. The one dollar (\$1.00) hourly premium shall be added to the regular straight time rate of pay for determining overtime rates of pay, but for no other purpose. **These premiums will not apply when employees work within the NU system in Massachusetts and Connecticut.**

Section 11. Storm Rate

When employees are deployed to provide restoration assistance off the NU system, all hours worked shall be paid at double the prevailing rate or double the employee's normal straight time rate, whichever is higher. For computing purposes, time shall begin when an employee reports to work and shall end when an employee is relieved from duty upon completion of work. The one

dollar (\$1.00) hourly premium shall be added to the regular straight time rate of pay for determining overtime rates of pay, but for no other purpose.

Section 12. Manchester Network System

A premium of sixty cents (\$.60) per hour will be added to the regular straight time rate of pay to all workers working in the Manchester “network system” whenever performing the following work:

- Lead cable is spliced, terminated, or capped
- Splicing lead to poly
- Installing, removing, or repairing network secondaries
- Installing, removing or repairing network transformers and compartments
- Splicing shielded cable where soldering is required

ARTICLE VIII PARTIAL INCAPACITY PAY

If a regular full time employee becomes partially incapacitated by reason of disability and thus is unable to perform fully the duties of his job classification, the employee may apply for reassignment pursuant to the procedures set forth in this Article. Upon receipt of the employee's written request for reassignment under this Article specifying the job(s) which he is able to perform and for which he wishes to be considered, the Company will endeavor to place the employee in the highest suitable classification in which there is an available opening for which the employee is qualified, or for which the employee can reasonably be expected to qualify. The employee shall be given a reasonable opportunity for training to fill such an available job and if he becomes qualified for the job, he shall be placed in that classification.

An assignment made under this Article shall continue until the employee's normal retirement date, provided that he remains qualified to perform the duties required of his job classification. During the period of assignment under this Article, employees shall be paid at the maximum rate for the classifications to which they are assigned, except that employees who have completed ten (10) or more years of continuous service at the time of assignment shall be paid not less than the percentage of their former rates indicated below, such percentage to remain the same for the balance of each employee's active employment. When rates of pay are adjusted by a general wage adjustment, employees so classified will receive an adjustment in pay in the amount by which the employee's retrogressed classification is adjusted.

Subject to the restrictions imposed by this Article relating to the availability of a job opening and the ability of the employee to perform the job, an employee suffering an occupational disability resulting from sickness or injury contracted in the course of Company employment, shall have the option of receiving a rate determined in accordance with the following table

or such compensation as may be determined by the operation of the applicable Worker's Compensation Law.

<u>Years of Service at Time of Assignment</u>	<u>Percentage</u>
25 or more	100%
20 – 24	95%
15 – 19	85%
10 – 14	75%

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

This Article shall not apply to situations where the disability (1) arose during the course of or as a result of employment by an employer other than the Company who is subject to Worker's Compensation statutes, or (2) arose during the course of or as a result of the employee's activity as an independent contractor on a regular basis, or (3) was deliberately caused by or contributed to by the voluntary act of the employee.

ARTICLE IX EMPLOYEE SECURITY AND TERMINATION PAY

Section 1. Employment Security

If a change or changes in equipment and/or operational procedures instituted by the Company might otherwise cause the termination of employment of any regular employee having three (3) or more years of continuous service at the date of such change or changes, the employee so affected shall be entitled, at his discretion, to one of the following options:

- (a) To Termination Pay as provided in Section 2 and if eligible, to be retired under the Company's Pension Plan in effect at the time, or
- (b) To an offer of another job within and selected by the Company with pay as follows:
 - (1) If the employee has less than ten (10) years of service, his new rate of pay will be the regularly established rate for the offered job.
 - (2) If the employee has ten (10) or more years of service his new rate of pay shall be the higher of (a) a percentage of his previous rate computed under the following schedule, or (b) the established rate of pay for the new job:

<u>Years of Service at Time of Transfer</u>	<u>Percentage</u>
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20 or more	100%
15 - 19	90%
10 - 14	80%

Rates established by this schedule will be considered as "personal rates" until washed out through wage increases, promotions, or otherwise.

The job offer, when made, shall be in writing and shall give a description of the job, its rate of pay and location. Its receipt shall be acknowledged by the employee, who shall have seven (7) days in which to accept or reject the offer. Unless accepted in writing within seven (7) days, the job offer shall be deemed to have been rejected. If the job offer is accepted and its location requires a change in residence of the employee, the Company will reimburse the employee for the cost of moving household furnishings and personal effects.

Section 2. Termination Pay

If any regular employee's employment with the Company is terminated due to a reduction in workforce, he shall be entitled to receive one (1) week's pay for each six (6) months (calculated to the nearest six (6) month period) of service with the Company; provided, that the total number of weeks utilized in said computation shall not exceed the number of weeks remaining between the time of termination and the end of the month in which the employee's sixty-fifth (65th) birthday occurs; and provided further, that an employee receiving termination pay shall not be entitled to be rehired under the provisions of Article X, Section 2, Paragraph (d) of this Agreement. If an employee's employment is so terminated, he shall not be entitled to termination pay if he is offered a position by the Company within his Area Work Center at a rate of pay equal to or better than his last regular rate of pay or if he accepts any position with the Company. If he is not offered a position with the Company within his Area Work Center at a rate of pay equal to or better than his last regular rate of pay, he shall be entitled to refuse other employment by the Company and so collect termination pay.

ARTICLE X HIRING, PROMOTIONS, DEMOTIONS FURLOUGHS, AND SENIORITY

Section 1. Hiring

In hiring new employees on other than a temporary basis, it is the normal practice of the Company to hire at the bottom of each job progression. In the event that the Company finds it necessary to hire at a higher level, such hiring shall not adversely affect the normal advance of regular employees within the job progression in question.

Section 2. Promotions, Demotions, Furloughs, and Seniority

Seniority as used in this Agreement shall mean length of continuous service within a job progression within each town, city, or other operating unit.

Selection of regular employees for promotion within a town, city or other operating unit shall be based on seniority and qualifications. The employee with greatest seniority will be given first consideration provided his qualifications are satisfactory. If the employee with greatest seniority does not qualify, the remaining employees within the town, city or other operating unit will be considered for the promotion in the order of greatest seniority, considering the employees qualifications in the same manner as for the senior employee. Employees in the Automotive Maintenance Center and the Central Warehouse will be considered part of Greater Manchester Area Work Centers for the purpose of this subsection only. For all other purposes, these operating units will remain separate and distinct. This provision shall have no effect on the composition of the bargaining units established by the NLRB and listed in Schedule B.

Selection of employees for demotion, furloughing, or termination of employment resulting from a reduction in forces within a town, city or other operating unit shall be based on seniority. In cases of furloughing or termination of employment, an employee who has had more than one year of continuous employment with the Company, shall have a preferential right for twelve (12) months, up to thirty-six (36) months (time to be pro-rated to reflect time with the Company as follows*) to be rehired based on seniority, to fill a position for which he is qualified, if the Company needs additional employees for jobs covered by the same town, city or other operating unit from which he was furloughed or terminated. A former employee so rehired shall report for work within seven days after notice to him sent to his last known address with a copy to the Business Manager/President of the Local Union and failure to report for work shall constitute a waiver of all rights of re-employment established by this Section.

The Union and the Company recognize that it may be necessary to make exceptions in the application of the foregoing seniority provisions by mutual agreement in order to insure efficient operation of the Company's business.

* preferential rehire right time is equal to employee's continuous work time for a period of up to thirty-six (36) months with a minimum of one year recall.

Section 3. Job Postings

When a vacancy or the creation of a new position necessitates promotion of an employee or the hiring of a new employee, the Company shall post notices at locations accessible to the employees, such notices to remain posted for five (5) working days, within which time employees may apply in writing to the supervisor or official of the Company designated in the notice. If the Company decides not to fill a vacancy, it will so notify the Union within two

(2) weeks of the date of vacancy. If the Company decides to fill a vacancy, it will post notices within two (2) weeks of the date the vacancy occurs. Job posting shall apply only within each town, city, or other operating unit, however, if no local union represented candidate qualifies for the position, the Company will offer that position to another union represented employee from outside of the town, city or other operating unit before awarding it to an individual who is not a member of one of the two Locals that currently represent employees at PSNH. The notices shall set forth the classification of the position to be filled, an outline of the duties, the hours and days of work, the ultimate wage rate, the date on which the notice is posted, and the last day for filing applications. Applicants who have special qualifications shall describe such qualifications briefly in their application.

The Company shall not be required to consider employees who fail to apply as prescribed in this Article, but may do so. On or before the date of posting, the Company shall mail a copy of the notice to the Business Manager and Assistant Business Managers of the Union. The name of the applicant accepted for the position shall be appended to the notice and thereafter the notice shall remain posted for one (1) week.

When an employee is promoted or transferred to another position, but fails to qualify within six (6) months, he shall be reassigned to the class from which he was promoted or transferred and his seniority date will revert back to his seniority date prior to the promotion or transfer. If the Company determines that the employee is qualified to perform the work in the class to which he was promoted or transferred, but the employee desires to return to his previous class of work within six (6) months, the Company shall not reassign him until there is a vacancy in such previous class and his seniority date will be the effective date of that reassignment.

The Company may assign any employee, if available, within the bargaining unit, to fill a vacancy or new position temporarily, pending the posting of notices and the consideration of applications. The Company may also assign anyone to perform temporary work or to replace an absent employee without regard to the foregoing provisions of this Article.

Section 4. Job Transfers

Any employee who desires to change his job or place of work within the Company may make written application on a form furnished by the Company to Human Resources, 780 North Commercial Street, Manchester, New Hampshire. Such written application will expire unless renewed each twelve (12) months.

When a job opening in a position listed in Schedule A becomes available in any area where the Union represents the employees under this Agreement, the Company will first observe the requirements of Sections 2 and 3 of this Article. If the job is not filled under the provisions of Section 2 of this

Article, the Company will first consider employees for the job who have job transfer requests on file for the job in question before hiring a new employee. Employees other than station operators transferring within the same job classification to a new location as a result of the above stated transfer request will transfer to the new position for a six month "on trial" period at one half grade below their previous attained level. Upon entering their new position, the employee will be subject to qualifying criteria for progression within the classification, with testing limited to issues of local knowledge.

Section 5. Job Promotions in Certain Job Classifications

An employee shall be fully qualified for promotion to each successive job level. An employee who because he is not fully qualified fails to be promoted to the next higher level at the stated time limits shall be given an additional six (6) months in which to become fully qualified. If at the end of such additional six (6) month period he is not fully qualified, he will remain at his then existing level and will be considered ineligible for future promotion within the job progression. Nothing contained in this paragraph shall operate to negate the rights of the Company to terminate the employment of an "on-trial" employee as defined in Article III, Section 2 of this Agreement. Other than as provided for by Section 6 of this Article X, an employee may refuse promotion.

In consideration of the other than Schedule A rates established in the foregoing table, the provisions of Article VI, Section 4 of this Agreement relating to rates for temporary upgrading shall not apply to the job progressions covered by this Section.

The Company may in its discretion make promotions at lesser time intervals than those set forth in the foregoing table.

The provisions of Article X, Section 3. with respect to job posting shall not apply to promotions made in pursuance of this Section but the provisions of said Section with respect to notifying the Union that the Company will not fill a vacancy created by a promotion from Grade III to Grade II and from Grade II to Grade I under the provisions of this Section shall apply.

It is recognized that the operation of this clause will increase the proportion of employees in the higher ratings of the progressions and that as a result thereof employees in the higher ratings may be required to perform work usually associated with the lower ratings of the progressions more frequently than has been customary under past practice.

Section 6. Reassignment As A Result Of Failure To Complete Training

An employee shall be fully qualified for promotion to each successive job level in any progression. In recognition of the parties' mutual interest in advancement of employees within the Company and the continued efficient

operation of the Company, the Company agrees that it will use its best efforts to further the training and education of the Company's workforce. It is further understood, however, that notwithstanding the Company's efforts, some employees may fail to train and advance properly within a progression. In recognition of this fact, the following procedure will be used should an employee, whose date of hire is after June 1, 1985, fail to qualify for promotion at any level other than the ultimate step of a progression:

1. The Company shall notify the employee and the Union in writing of any failure to qualify for a successive level within a progression.
2. The employee shall be granted up to an additional 50% of the usual time in that step of the progression in which to qualify. Such time shall be computed from the date notice is given.
3. During the extended qualifying period, an assessment of the employee's progress shall be made no less frequently than every fifteen (15) normally scheduled working days. Company management shall inform the employee in writing of the results of each assessment.
4. If at the end of the extended qualifying period an employee still fails to qualify for the next level of a progression, one of the following shall apply:
 - a) The employee shall be returned to his previously attained position or progression apart from the current progression.
 - b) If not previously employed in a progression or position or if the progression or position no longer exists, the employee will be placed into another position for which he is qualified and shall be paid the then current rate of pay for this position. Employees so placed will be allowed to bid on openings within progressions other than the progression from which reassignment was made. Nothing in this section shall be construed to limit the rights of management under Article XXII.

It is recognized that the operation of this clause may increase the proportion of employees in the higher ratings of the progressions and that as a result thereof employees in the higher ratings may be required to perform work usually associated with the lower ratings of the progression more frequently than previously has been customary.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Leave of Absence When Ill or Disabled

An employee who is ill or disabled shall receive an automatic leave of absence for the period he receives sick pay plus one (1) year. The Company, upon application of the employee, may extend such leave for a further period of not exceeding one (1) year.

Section 2. Leave of Absence to Attend Funerals

Each regular, full time employee shall be entitled to time off at straight time from normally scheduled work for attending funerals as follows:

- a) Such time up to three (3) consecutive work days, provided the funeral occurs within said three (3) days, as the employee may request in cases of funeral of the employee's (i) relatives in his household; (ii) parents (including fathers-in-law and mothers-in-law) or children outside his household and (iii) brothers and sisters outside his household; provided, however, that if one or more of said three (3) days is a day for which he was not scheduled to work, he shall not receive pay therefore.
- b) Such time up to one (1) day as the employee may request in cases of funerals of close relatives of the employee or his spouse (including grandparents, grandchildren, uncles, and aunts.)
- c) Once an employee verifies the need, they may request additional time off in cases of funerals of relatives and close friends through the unpaid leave program.

Funeral leave shall be without duplication of any other benefit.

Section 3. Leave of Absence for Military Service

A regular employee, who performs training and service under the Universal Military Training and Service Act as amended, or the Armed Forces Reserve Act as amended, shall be restored to employment, in accordance with any governmental laws or regulations pertaining thereto.

The period of absence from their duties with the Company of those restored to employment under this Section shall be computed as part of their total term of service with this Company in determining their seniority, vacation and sickness disability benefits, termination pay and rights under the Pension Plan of Public Service Company of New Hampshire.

Section 4. Leave of Absence for Other Causes

The Company may grant leaves of absence for other causes which it, in its discretion, deems justifiable, for periods not in excess of one (1) year. Time spent on leave of absence shall be included in determining length of service for seniority purposes.

Section 5. Unpaid Leave Program

Eligibility for unpaid leave for up to one week will be determined by local management based upon the ability to maintain schedules and accomplish work at no additional cost. In order to participate, employees must schedule their current vacation entitlement prior to requesting unpaid leave. In the case of Leave of Absence to Attend Funerals, unpaid leave may be taken prior to all vacation being scheduled. Single day absences will be permitted under the unpaid leave policy. With the exception of Transportation Department employees, employees working a regular shift in excess of eight (8) hours may continue to use unpaid leave in conjunction with vacation pay to achieve a full shift off. Existing local notification procedures will be used for all leaves under this policy and requests will be handled in the order they are received. In addition to the one week of unpaid leave above, employees will be eligible for the NU Vacation Buy Program.

ARTICLE XII UNION BUSINESS

Section 1. Meetings of Company and Union

- a) A Representative of the Company and a Representative of the Union shall meet from time to time at the request of either party for the purpose of discussing any matter coming within the scope of this Agreement.

All meetings between a Representative of the Company and the Union Representative shall be held at the Company office at the convenience of both parties if possible.

- b) The Business Manager or the Assistant Business Manager who is located in the territory where a matter arises requiring meetings between representatives of the Company and of the Union will be given time off with pay to attend such meeting if the Company elects to have the meeting during working hours.

Section 2. Bulletin Boards

The Company shall permit the reasonable use of bulletin boards for posting officially signed Union Bulletins.

Section 3. Time Off For Union Officials

Time off without pay shall be granted upon the request of the Union to the President and/or Business Manager and/or Assistant Business Managers of Local 1837 and/or duly elected delegates to the International Convention for the purpose of attending conventions of the International Brotherhood of Electrical Workers or to attend committee meetings involving the Local

Union provided that a) the absence of such President and/or Business Manager and/or Assistant Business Managers and/or duly elected delegates shall not in the opinion of the Company interfere with the Company's operations or cause undue hardship to other employees and b) provided that the request for such time off shall be made as far in advance as possible but in no case less than seventy-two (72) hours in advance and c) further provided that the aggregate sum total of days given to employees under this section shall not exceed forty (40) working days in any Agreement year.

ARTICLE XIII WORKING CONDITIONS

Section 1. Inclement Weather

Except in cases of necessity or emergency, employees shall not be required to do outdoor work when heat, cold, rain, snow, wind, humidity or other inclement weather conditions make such work unsafe. Different levels of the aforementioned conditions will apply, depending on the employees' job classification. The manager, or a representative designated by him, will determine whether or not the weather conditions are such that the crew or crews will be sent into the field consistent with safety. In the field, the Working Foreman or Foreman of the crew shall make the decision as to whether or not his crew shall stop work. Employees shall not lose any regular pay because of failure to work outdoors due to inclement weather.

Meter Readers will not be required to read meters during heavy snow or sleet or in any severe weather conditions which would be considered detrimental to the safety of the employee. In making this determination, management will consider factors which include driving/road conditions, walking conditions, location of routes to be read, a review of local weather conditions and forecasts and any relevant source of information.

The Company's decisions shall, upon written complaint filed with the Company within ten (10) working days, be subject to the grievance and arbitration provisions of this Agreement.

Section 2. Drawing Out Material

Employees shall draw out material and replace material on Company time.

Section 3. Furnishing Tools and Equipment

The Company shall furnish all proper and necessary tools and equipment which the Company requires an employee to use in the performance of his duties. All such tools and equipment shall be and remain the property of the Company. When renewals or replacements are requested, the old tools or equipment must be turned in or the loss satisfactorily explained. All such tools and equipment shall be left on the property of the Company when not in use.

Section 4. Rain Clothing

The Company shall provide an adequate supply of suitable rain clothing, which shall be kept at such places upon the Company's property as the Company may direct.

Section 5. Division of Overtime

Subject to standby duty, emergency and the ability of the Company to reach employees, overtime work shall be reasonably evenly divided among those qualified to perform the work within the applicable job classifications, and workers in the department involved shall be given first preference. The Company will review overtime assignments on a weekly basis and will make every effort to equalize overtime opportunities over a reasonable period based upon operational needs and frequency of overtime at the particular location. The Company agrees that it will upon request furnish to the Union's Business Manager a list showing overtime hours worked. Employees will make a reasonable effort to bring errors or omissions in overtime lists to the attention of management as soon as possible.

Section 6. Notification of Planned Overtime

The Company agrees to use its best efforts to give forty-eight (48) hours notice of planned overtime.

Section 7. Time Off For Personal Emergency

An employee will be allowed reasonable time off for personal emergencies, such time to be deducted at the election of the employee, from the following:

- 1) the employee's vacation
 - 2) from the day or days which the employee would be entitled to take off with pay for a holiday(s) which falls on a day when an employee is not normally scheduled to work, if such time is available
- or....
- 3) taken at the employee's request with management approval, without pay, such request shall not be denied so long as the employee has scheduled or exhausted their current vacation entitlement prior to requesting the time off; provided, however, that medical and dental appointments of a non-elective nature which cannot reasonably be scheduled during other than the normal working hours for the particular employee involved shall be considered under the provisions of the Disability Benefit Plan referred to in Article XVI, Section 1 of this Agreement. The employee shall endeavor to give the Company as much notice as possible. Within the limits of "reasonable time" as set forth herein, the following will be

considered to be within the scope of a personal emergency for the purposes of this section:

1. Passing papers on the employee's home.
2. A serious illness or accident involving the employee's spouse or other members of his immediate household.
3. Fire, flood or other acts of God directly affecting the employee, members of his immediate household or home in other than an incidental manner.

Section 8. Damaged Clothing

Employee's clothing which may be accidentally damaged due to abnormal conditions on the job will be repaired or replaced by the Company. This provision will not apply to clothing which is worn out or damaged due to normal wear and tear nor will it apply where the employee has failed to use protective clothing provided by the Company.

Section 9. Protective Clothing

The Company will continue the practice of providing employees with protective clothing to be worn on job assignments which would cause abnormal damage or soil to clothing normally considered to be appropriate for an employee in a given job classification and will make such protective clothing available in a reasonable range of sizes. Issues regarding protective and fire retardant clothing may be submitted to the Joint Loss Committee.

The Company will maintain a supply of FR clothing at the area work centers for the Stockhandlers and Utility Workers to use, as needed, on an infrequent basis.

Section 10. Footwear

Physical employees who are eligible under the Collective Bargaining Agreement and purchase safety footwear will receive up to \$250 beginning in 2014, with multiple receipts for Electrical Hazard (EH) rated footwear. Receipts are to be reimbursed one time per year and received by the Company on or before December 1st of each year. Receipts submitted after December 1st of each year may be used for the following year's entitlement. In 2013, receipts are to be received by December 1, 2013.

Section 11. Wash Up Time

Employees who perform non-clerical functions will be provided with ten (10) minutes prior to their scheduled lunch period and five (5) minutes prior to quitting time to wash up before leaving their reporting location. Employees who choose not to wash up are not allowed to leave the reporting location prior to the scheduled quitting time.

ARTICLE XIV HOLIDAYS

Section 1. Recognized Holidays

The following days shall be recognized as Holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

Effective January 1, 1972, one (1) additional day each year will be designated as a "Floating Holiday", subject to the same provisions of this Agreement as any other designated holiday. The date of the floating holidays for each individual employee may be taken upon such day as the employee may elect upon a minimum of two (2) weeks notice in writing provided that in the judgment of the Company, his absence on such day will not impair the Company's operation.

Section 2. Definition of Holiday

As used in this Section, the word "Holiday" means one of the above named Holidays or the day upon which it is celebrated. If a Holiday falls on Sunday but is celebrated on Monday, then Monday shall be deemed to be the Holiday.

Section 3. Holiday Pay

As used in this Article, "Holiday Pay" as applied to an individual employee, shall mean eight (8) hours straight time pay at regular straight time rates, excluding pay for shift differentials and temporary upgrading.

Section 4. Pay for Working on a Holiday

If an employee is required to work on a Holiday, he shall receive "Holiday Pay" as defined in Section 3 plus one and one-half times his straight time rate for each of those hours worked which coincide with the hours which he would have been normally scheduled to work on that day had it not been a Holiday, and two and one-half times his straight time rate for all other hours worked, including pay for shift differentials and temporary upgrading; provided, however, that an employee who works on a Holiday for the eight (8) coincidental hours above mentioned may elect to receive as pay for such Holiday only the premium pay and to receive the "Holiday Pay" as defined in Section 3 for a day to be taken off at a later date in the same calendar year, subject to the following conditions:

- a) The employee shall notify the Company of such election prior to such Holiday.
- b) The elected day off may be taken upon such day as the employee may elect upon a minimum of two (2) weeks notice in writing provided that in the judgment of the Company, his absence on such day will not impair the Company's operation.

Section 5. Holiday Falling on Other Than a Scheduled Workday

If a Holiday falls on a day on which an employee is not regularly scheduled to work and he does not work on such a Holiday, he shall receive "Holiday Pay" as defined in Section 3 or a day off with pay in lieu of such "Holiday Pay" at the option of the Company. The day off with pay may be taken either prior to or after the Holiday upon such day as the employee may elect upon two (2) weeks' notice in writing provided that, in the judgment of the Company, his absence on such day will not impair the Company's operations; provided however, that the day off must be taken within the calendar year in which the Holiday falls. In case two or more employees elect the same day and the Company's operations will not permit granting all such elections, length of continuous service shall govern.

Relationship of Holiday Pay to Certain Other Agreement Clauses

1. Article XV. Vacation Pay. Use Section 3 above to compute vacation pay when a Holiday falls within the vacation period and an extra day's vacation is not granted.
2. Article VII, Section 7, Call-out Pay. If call-out is greater than Holiday pay for hours worked, he shall receive call-out pay.
3. Article VI, Section 9, prevents duplication or pyramiding of Holiday Pay with any other benefits.

ARTICLE XV VACATIONS

Section 1. Vacation Eligibility

An employee who has completed his/her probationary period is eligible for vacation equal to the employee's normal rate of pay as follows:

In the year of hire, if an employee is on the payroll as of June 1, he/she is eligible for two days of vacation for each full month of employment completed prior to June 1.

An employee who has completed twelve (12) months of continuous service prior to July 1 of any calendar year shall be entitled to two (2) weeks of

vacation with pay during that calendar year at his normal rate of pay for such weeks.

An employee who completes five (5) or more years of continuous service, and is not otherwise eligible pursuant to the provisions of Section 2 shall be entitled to three (3) weeks of vacation with pay at his normal rate of pay in the calendar year during which he completes such service.

An employee who completes fifteen (15) or more years of continuous service during the calendar year, and is not otherwise eligible pursuant to the provisions of Section 2 shall be entitled to four (4) weeks of vacation with pay at his normal rate of pay during the calendar year in which he completes such service.

An employee who completes twenty three (23) or more years of continuous service, and is not otherwise eligible pursuant to the provisions of Section 2 shall be entitled to five (5) weeks of vacation with pay at his normal rate of pay in the calendar year during which he completes such service.

Beginning June 1, 1990, an employee who completes thirty (30) or more years of continuous service, and is otherwise eligible pursuant to the provisions of Section 3 of this Article, shall be entitled to six (6) weeks of vacation with pay at his normal rate of pay in the calendar year during which he completes such service.

Section 2. Supplemental Vacation Eligibility

Employees expected to reach their 63rd or 64th birthday during any year will be eligible to receive one additional week of vacation, not to exceed six weeks, in those years.

Section 3. Grandfathered Vacation Eligibility

Employees hired prior to January 1, 1994 will be eligible for vacation entitlement based on their continuous service in accordance with the vacation schedule in effect 5/31/93, but only for their next increment of vacation.

Section 4. Holiday Within Vacation Period

If a Holiday, as defined in Article XIV falls within an employee's vacation period, the employee shall be entitled to an extra day's vacation or a normal day's pay at the election of the Company. If the Company elects the extra day's vacation, it shall be taken at a time designated by the Company.

Section 5. Eligibility During Year of Retirement

Employees retiring from active service during any calendar year shall be entitled to receive the same vacation as that which would have been allowed

if active service had continued for the full calendar year in which retirement takes place.

Section 6. Eligibility When Leaving Company Other Than Retirement

Employees leaving the service of the Company, otherwise eligible under Section 1 above and who have not received paid vacations during the calendar year in which service is terminated, shall be entitled to vacation pay as follows subject to the provisions of Section 2:

Number of Weeks of Vacation
for Periods of Service of:

More Than 1 Year But Less Than <u>5 Years</u>	More Than 5 Years But Less Than <u>15 Years</u>	More Than 15 Years But Less Than <u>23 Years</u>	More Than 23 Years But Less Than <u>30 Years</u>	30 Years or More After <u>1/1/90</u>
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When terminating service before April 1	None	None	None	None	None
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When terminating service on or after April 1 but before July 1	1	2	3	4	5
--	---	---	---	---	---

Number of Weeks of Vacation
for Periods of Service of:

More Than 1 Year But Less Than <u>5 Years</u>	More Than 5 Years But Less Than <u>15 Years</u>	More Than 15 Years But Less Than <u>23 Years</u>	More Than 23 Years But Less Than <u>30 Years</u>	30 Years or More After <u>1/1/90</u>
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When terminating service on or after July 1	2	3	4	5	6
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Number of Weeks of Vacation
for Periods of Service of:

More Than 1 Years But Less Than <u>5 Years</u>	More Than 5 Years But Less Than <u>15 Years</u>	More Than 15 Years But Less Than <u>23 Years</u>	23 or More <u>Years</u>
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Employees Classified as “Temporary”, “On Trial”, or “Discharged for Cause”	None	None	None	None
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Section 7. Vacation Scheduling

Vacations shall be taken during each calendar year at such time or times as may be determined by the Company after consideration of employees' preferences and in accordance with the following principles:

- a) Service shall be maintained 24 hours a day, 365 days a year with an adequate and balanced workforce;
- b) Subject to the other provisions hereof, vacations may be scheduled so to avoid the payment of overtime rates of pay to cover vacated jobs. When and where needed, available and qualified temporary employees paid on a straight time basis may be used to avoid the payment of overtime rates of pay to cover vacated jobs;
- c) Each eligible employee shall be granted a two (2) week vacation during the period from May 1 through October 31 of each calendar year, if he shall so desire;
- d) After two week vacation periods have been scheduled within the period from May 1 through October 31 in accordance with (c), the third, fourth and/or fifth weeks shall be scheduled either within or outside said period;
- e) The third, fourth, fifth and/or sixth weeks of vacation may be scheduled continuously with the two week period but it is recognized that these principles will frequently require one or more weeks to be scheduled outside the period of May 1 through October 31 and either together or separated from each other; and these principles shall not be arbitrarily applied;
- f) Each employee shall have the right during the period from January 1 through March 31 each year to express in writing his desire as to the scheduling of his vacation for that calendar year, and length of continuous service shall govern the order in which such preference shall be considered.

Requests for vacation to be taken during the January 1 - March 31 period shall receive preference consideration in the order in which the written requests are received by the supervisor (except that requests received between January 1 and January 7 will be considered as received on January 1 and all requests received on the same day will be considered based on length of continuous service).

Requests for vacation to be taken during the April 1 - December 31 period which are received after April 1 shall receive preference consideration based on the order in which they are received.

Section 8. Rescheduled Vacation

If because of work requirements or in the event that an employee is disabled due to sickness or injury for any full week or weeks of his scheduled vacation, said week or weeks shall be rescheduled during the remainder of the then current year in accordance with the provisions of Section 6 of this Article; provided, however, that the scheduled vacations of other employees shall not be changed by such rescheduling. In the event it is not possible to reschedule such vacation during the then current year, such vacation will be rescheduled at a time set by the Company in the following year.

It is understood that rescheduling "because of work requirements" is not intended to modify the Company's past practice relative to the nature of work requirements calling for rescheduling.

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ARTICLE XVI EMPLOYEE BENEFITS^{1}**

Section 1. Disability Benefit Plan

**NORTHEAST UTILITIES SYSTEM
PERSONNEL POLICY AND PROCEDURES**

**ABSENCE DUE TO NON-OCCUPATIONAL ILLNESS
(INCLUDING PREGNANCY DISABILITY) OR INJURY**

I. POLICY

The Company, upon authorization of the principal supervisor, will continue for a time the base pay of an employee absent because of nonoccupational illness (including pregnancy disability) or injury.

II. GENERAL PROVISIONS AND PROCEDURES

A. General Provisions

1. This policy applies to all PSNH employees.
2. In connection with this policy, the Company reserves the right:
 - a. to verify the illness or accident through its own medical staff and/or by requiring the employee to furnish a statement from his or her own physician.
 - b. to deny pay when the injury or illness is sustained while the employee is engaged in work for another employer or while gainfully self-employed.
 - c. to deny pay for absence in any case where an employee has a record of excessive absenteeism.
3. In order to provide some consistency of application, the following should be used as a calendar year guide for determining reasonable paid time off due to nonoccupational illness:

^{1**} All references to Summary Plan Descriptions will be as stated as of January 2014.

Continuous Service

Less than 2 years
For 2 years but less than 3 years
For 3 years but less than 4 years
For 4 years but less than 5 years
For 5 years but less than 10 years
For 10 years or longer

Weeks of Full Pay

Up to 2 weeks
Up to 4 weeks
Up to 6 weeks
Up to 8 weeks
Up to 10 weeks
Up to 1 week for each year of continuous service

4. The schedule in 3. above **does not represent an entitlement or guarantee**, but rather a guide for use by an employee's supervisor to determine the maximum duration of paid sick time.
5. In case of a nonoccupational illness or injury continuing from one calendar year into the succeeding calendar year, the employee is allowed for that illness or injury only the amount of sick leave to his/her credit as of the beginning of the illness or injury. An employee whose illness or injury is carried over into the succeeding year must return to work in order to establish sick leave benefits for that year.

B. Procedures

Reporting Absence Due to Nonoccupational Illness

1. The employee is responsible for notifying his/her immediate supervisor as soon as possible of an absence indicating the nature of the illness or disability and the estimated length of absence. Failure to inform the immediate supervisor may be cause to consider the absence as unauthorized and without pay; the matter should also be reviewed to determine whether disciplinary action is appropriate.
2. Employees are responsible for keeping their supervisors informed concerning their recuperation.
3. The supervisor is responsible for staying informed and keeping others so informed regarding the employee's progress on the basis of reports from the employee and advice received from the Company Medical Unit and the attending physician.
4. Supervisors should consult with the appropriate HR Coordinator for help in resolving absence or lateness problems.

Exceeding Nonoccupational Illness Guide

5. The appropriate business unit HR Director or Manager, on the basis of information provided by the principal supervisor, may authorize the brief continuance of full or partial pay when absence exceeds guidelines. Such factors as the employee's work history and absentee record, as well as the extenuating circumstances presented, will be considered.

Returning to Work

6. Upon returning to work following a serious or prolonged illness or injury, the employee is required to report to the Medical Unit and/or to furnish a written statement from the employee's personal doctor to substantiate the reason for absence and to assist in determining any types of physical activity that should be avoided and for what period of time.

Section 2. Benefit Program

(1) Health Care Plan

Medical Benefits Summary – Medical coverage includes prescription drug coverage, but does not include vision care or dental care which must be selected separately.

Choice of medical options to include the PPO 100, PPO 90, Saver, and the Opt-Out Option. Highlights of plan features are outlined below; refer to complete plan details contained in the Summary Plan Description (Overview and Carrier Supplement) as provided to employees and summarized in ATTACHMENT A.

The PPO 100 option provides in network coverage using fixed dollar copays for all services.

The PPO 90 option provides some in network services using fixed dollar copays with no deductible similar to the PPO 100 option. However, other in network services, such as inpatient and outpatient surgical services and laboratory and imaging services, are subject to a deductible. Once the annual deductible is paid, the plan provides 90 % coinsurance and the participant pays 10% for these services.

Both the PPO 100 and PPO 90 options provide carved out prescription drug services using a three tier copay structure as described in ATTACHMENT A.

The Saver option is an IRS qualified High Deductible Health Plan that charges an annual deductible for all non-preventive services including prescription drugs. Once the deductible has been paid, the plan provides in network coverage at a 90% coinsurance level and all services are subject to annual out of pocket limits beyond which the plan pays 100%. Prescription drugs are not carved out with this option, but are paid using a three tier copayment structure after the deductible has been met as described in ATTACHMENT A.

All medical options provide preventive care services with no deductible, copay or coinsurance in accordance with federal requirements under the Patient Protection and Affordable Care Act (PPACA).

Opt Out: Employees electing to opt out of coverage who are not otherwise covered as a dependent under the NUSCO Flexible Benefits Plan will receive cash back as shown in ATTACHMENT A.

Patient Protection and Affordable Care Act:

The Parties recognize that certain modifications to the Health Care Plan (the Plan) may be required to comply with the Patient Protection and Affordable Care Act (PPACA). This provision shall supersede any prior and/or existing provisions of this Labor Agreement and any Benefit Agreement, healthcare plan document, or summary plan description which permits the Company to unilaterally modify the Plan to comply with federal law.

- (1) The Parties agree that they shall meet and discuss the required modifications and the statutory basis for such modifications as required by PPACA, and shall negotiate in good faith in an effort to reach mutual agreement permitting the required modifications prior to the implementation of any such required modifications. In addition, at the union's or Company's option, the Parties shall negotiate in good faith regarding plan design changes which would serve to offset increases in cost to bargaining unit employees or the Company resulting from the modifications to the plan which are required by PPACA.
- (2) In the event that the Parties are unable to reach mutual agreement and the Company unilaterally implements changes to the Plan which the union contends,
 - a. exceed the requirements of PPACA,
 - b. result in a reduction in current aggregate benefit levels without the mutual consent of the Parties, or
 - c. materially affect the costs to the Company of providing healthcare benefits and consequently increase the amount of contributions beyond levels agreed to in this contract, or other

costs borne by bargaining unit members in aggregate who participate in the Plan,

the union retains the right to file a grievance in accordance with the terms of the Labor Agreement and submit the matter directly to final and binding arbitration. If the arbitrator determines that the Company's changes to the plan exceed the requirements of PPACA, result in a material reduction in aggregate current benefit levels, or materially affect the costs to the Company of providing healthcare benefits and consequently increase the amount of contributions beyond levels agreed to in this contract, or other costs borne by bargaining unit members who participate in the Plan in aggregate, the arbitrator shall have the authority to order the Company to rescind the modifications. If the Company declines to rescind the modifications because of its good faith belief that such rescission will jeopardize the Plan's qualified status, the arbitrator shall have the authority to award other appropriate relief, including but not limited to lowering the bargaining unit employees' contributions so as to compensate the bargaining unit employees for the changes.

Prescription Drugs

See ATTACHMENT A for details or refer to the Summary Plan Description as provided to employees.

Coverage is based on a 3-tier Co-payment (generic, brand, non-formulary)

- Generic would be dispensed at all times if available.
- Brand or formulary medication would be dispensed at all times if no generic available.
- If employee or doctor requests a drug that is not on the formulary list, employee would pay the non-formulary co-payment.
- If doctor requests a brand and a generic is available, employee pays generic co-payment plus difference in cost between brand and generic.
- To obtain Dispensed As Written (DAW) or non-formulary medication when generic or formulary are available, prescribing doctor would consult with Express Scripts directly to obtain a medical override.
 - ⇒ Override would be for situations where patient was unable to take generic or non-formulary medication for medical reasons.

Formulary vs. Non formulary:

- A formulary medication is one that, first and foremost, has been found to be safe and medically effective, and then is also cost effective.

- A non-formulary medication is a medication that is safe and medically effective, but may not be as cost effective as a formulary medication.
- Non-formulary medications do have formulary alternatives, and by talking with your prescriber you can decide if a switch would be appropriate.
- In comparing formulary vs. non-formulary alternatives, the medications can be either chemical or therapeutic equivalents.
- Chemical equivalents are medications where the active ingredients are identical. Examples of chemical equivalent medications are Zestril and Prinivil – these are two brand name medications that contain the same active ingredient – lisinopril. Another example is Motrin and Ibuprofen, this is a brand and generic medication where both contain the same active ingredient – ibuprofen, and a pharmacist will generally substitute these automatically.
- Therapeutic equivalents are medications where the active ingredients are similar but not identical, are in the same therapy class, and used for the same indication. Substitutions between therapeutic equivalents are common, but not automatic, and do require a prescriber’s authorization. An example of therapeutic equivalents would be Pravachol, Crestor, and Simvastatin. These medications are all in the same therapy class and used for the same indication, but may have different copayments according to where the drug falls in the three-tier structure (non-formulary brand, formulary brand, or generic).
- By moving to a three-tier structure as opposed to a closed formulary, members have the option of selecting a formulary medication, or paying a higher copay for a non-formulary medication.
- If a member has tried several alternative formulary medications, the member can ask the physician to provide a statement saying the Brand name medication being requested is medically necessary.
- An override can be provided in the system.
- If the override is approved, the patient would pay the brand copayment.
- If you have any questions regarding the prescription coverage of formulary or non-formulary medications, you should contact the carrier.

Participants receiving LTD benefits will be charged 50% of the health benefit rates charged to active employee participants for the plan option elected.

(2) Dental Plan Options

Three options are offered. Plan 1000 and Plan 1800. See ATTACHMENT A for details or refer to the Summary Plan Description as provided to employees. No opt out cash is available for members electing to opt out of dental coverage.

(3) Vision Benefit

Vision care is now a separate election. See ATTACHMENT A for details, or refer to the Summary Plan Description as provided to employees.

Medical Option Comparison Charts

In-Network Coverage – This chart refers to benefit coverage available if you use a provider who participates in the Cigna network.

In-Network Highlights	PPO 90	PPO 100	Saver Option
Lifetime Maximum	Unlimited		
Annual Deductible	\$250 per person up to a \$500 family maximum	None	\$1,250 employee only; \$2,500 family
Coinsurance	10%	None	10%
Annual Out-of-Pocket (OOP) Maximum (Includes deductible)	\$1,500 per person up to a \$3,000 family maximum	\$750 per person up to a \$1,500 family maximum	\$2,500 employee only; \$5,000 family
Health Care FSA or HSA	Health Care FSA	Health Care FSA	HSA
Employer HSA Funding	No	No	\$500 employee only; \$1,000 family
Prescription Drug (Retail Copays)	Express Scripts No deductible applies \$6 (generic) \$25 (brand) 50% of cost up to \$1,000 (non-formulary)	Express Scripts No deductible applies \$6 (generic) \$25 (brand) 50% of cost up to \$1,000 (non-formulary)	Cigna You pay full cost until deductible is met, then copays apply: \$0 (generic) \$25 (brand) \$50 (non-formulary)
Prescription Drug (Mail Order Copays)	Express Scripts No deductible applies \$12 (generic) \$50 (brand) \$97 (non-formulary)	Express Scripts No deductible applies \$12 (generic) \$50 (brand) \$97 (non-formulary)	Cigna You pay full cost until deductible is met, then copays apply: \$12 (generic) \$50 (brand) \$97 (non-formulary)
Office Visit (PCP)	\$20 copay No deductible applies	\$15 copay	You pay 10% coinsurance after meeting

In-Network Highlights	PPO 90	PPO 100	Saver Option
Office Visit (Specialist)	\$35 copay No deductible applies	\$30 copay	deductible
Preventive Care¹	100% covered, No deductible applies	100% covered	100% covered; No deductible applies
Inpatient Hospital	10% coinsurance after deductible	\$150 per day (not to exceed \$300 per admission)	You pay 10% coinsurance after deductible is met
Outpatient Surgery		\$150 copay	
Emergency Room	\$100 copay (waived if admitted)	\$100 copay (waived if admitted)	
Urgent Care/Walk-In	\$30 copay	\$30 copay	
Lab and X-Ray	10% coinsurance after deductible	100% covered	
Advanced Radiology (MRI, CAT/PET Scan)	10% coinsurance after deductible	\$150 copay	
Infertility Procedures	Plan pays \$25,000 lifetime maximum per person for in- and out-of-network combined for procedures related to artificial insemination, in-vitro fertilization, GIFT and Zift.		
Hearing Aid Device	Up to \$1,000 lifetime maximum benefit for the hearing aid device.		
¹ Preventive care is determined by your physician. Any non-preventive services provided by an in-network provider as part of a preventive care visit will be considered standard service and any annual deductibles, copays and coinsurance will apply.			

Out-of-Network Coverage – This chart refers to benefit coverage available if you use a provider who DOES NOT participate in the Cigna network. The cost of out-of-network services is based on the carrier’s maximum reimbursable charges (MRC), a defined fee schedule developed by the medical carrier and/or what other doctors in your area charge. You will pay 100 percent of costs above MRC.

Out-of-Network Highlights	PPO 90	PPO 100	Saver Option
Lifetime Maximum	Unlimited		
Annual Deductible	\$1,000 per person up to a \$2,000 family maximum	\$400 per person up to a \$1,200 family maximum	Combined amount for In- and Out-of-Network, see In-Network chart
Coinsurance	30%	30%	30%
Annual Out-of-Pocket (OOP) Maximum (Includes deductible)	\$3,000 per person up to a \$6,000 family maximum	\$3,000 per person up to a \$6,000 family maximum	Combined amount for In- and Out-of-Network, see In-Network chart
Health Care FSA or HSA	Health Care FSA	Health Care FSA	HSA
Employer HSA Funding	No	No	(See In-Network Chart)
Prescription Drug (Retail Copays)	No Out-of-Network coverage	No Out-of-Network coverage	You pay 30% coinsurance after deductible is met
Prescription Drug (Mail Order Copays)			
Office Visit (PCP)	You pay 30% coinsurance after deductible is met	You pay 30% coinsurance after deductible is met	
Office Visit (Specialist)			
Preventive Care			
Inpatient Hospital			
Outpatient Surgery	\$100 copay per visit (waived if admitted)	\$100 copay (waived if admitted)	
Emergency Room			
Urgent Care/Walk-In	\$30 copay	\$30 copay	You pay 10% coinsurance after deductible is met

Out-of-Network Highlights	PPO 90	PPO 100	Saver Option
Lab and X-Ray (at independent lab or facility)	You pay 30% coinsurance after deductible is met	You pay 30% coinsurance after deductible is met	You pay 30% coinsurance after deductible is met
Advanced Radiology (MRI, CAT/PET Scan) at outpatient facility			
Infertility Procedures	Plan pays \$25,000 lifetime maximum per person for in- and out-of-network combined for procedures related to artificial insemination, in-vitro fertilization, GIFT and Zift.		
Hearing Aid Device	Up to \$1,000 lifetime maximum benefit for the hearing aid device.		

Prescription Drugs

Prescription drug benefits are included with your medical benefits and do not require a separate election. The prescription drug carrier and copays, however, depend upon the medical option in which you enroll. If you enroll in the PPO 100 or PPO 90 medical option, your prescription drug coverage will be administered by Express Scripts and you will have a copay and coinsurance for non-formulary retail pharmacy benefits as indicated below. It will also be mandatory for you to fill your maintenance medications through the Home Delivery pharmacy.

If you enroll in the Saver medical option, your prescription drug coverage will be administered by Cigna and you will have to first satisfy a deductible, and then the prescription drug copays, as indicated below, will apply.

Medical Option	Type of Drug	Retail Pharmacy (Up to a 34-day supply)	Mail Order (Up to a 90-day supply)	
PPO 100 and PPO 90 (Express Scripts)	Generic	\$6	\$12	Mail order is mandatory for maintenance medications
	Brand (Formulary)	\$25	\$50	
	Non-Formulary	50% coinsurance (up to an annual \$1,000 maximum per person)	\$97	
Medical Option	Type of Drug	Retail Pharmacy (Up to a 34-day supply)	Mail Order (Up to a 90-day supply)	
Saver Option (Cigna) (copays apply once the deductible is met; no copays for generic medication considered preventive)	Generic	\$0	\$12	Mail order is NOT mandatory for maintenance medications
	Brand (Formulary)	\$25	\$50	
	Non-Formulary	\$50	\$97	

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Your Dental Options

Before you determine which dental option to consider, first determine whom you want to cover. The coverage level for dental does not need to be the same as medical – this means you can choose to cover yourself only for dental and your family for medical. There is a two-year lock on your dental benefit if you decide to waive dental coverage. If you waive dental coverage, you won't be able to re-enroll in dental coverage for two years unless you experience a qualifying life event or HIPAA special enrollment event.

You have the following dental options:

- Dental 1000
- Dental 1800
- Waive Dental Coverage

Dental Benefit Highlights	Your cost	
	Dental 1000	Dental 1800
Your Annual Deductible	\$50 per person to a family maximum of \$150	\$25 per person
Preventive and Diagnostic Treatment (exams, x-rays, and cleanings)	20% after deductible	No cost; no deductible
Basic Treatment (standard amalgam and composite fillings, dentures, denture repair, simple extractions, and root canals)	20% after deductible	20% after deductible
Oral and Periodontal Surgery (not subject to the annual maximum; benefit may coordinate with medical plan)	20% after deductible	20% after deductible
Prosthetics & Crowns (bridges and crowns; implants allowed once per 60 months per implant)	50% after deductible	40% after deductible
Orthodontia Lifetime Maximum (for adults and children) (Includes TMJ appliance, which is subject to deductible)	\$750 included in calendar year maximum; not subject to deductible	100% covered up to separate \$1,800 lifetime maximum per person; not subject to deductible

Dental Benefit Highlights	Your cost	
	Dental 1000	Dental 1800
Calendar Year Maximum (Plan pays per person)	\$1,000 per person (includes orthodontia/TMJ appliance max)	\$1,800 per person

Vision Benefit

Your vision benefit carrier is Vision Service Plan (VSP). You have the opportunity to elect vision independent of your medical and/or dental elections, which means you can elect vision coverage for yourself and any qualified dependent regardless of whom you cover under the medical benefit.

Benefit	Description	Copay	Frequency
Well Vision Exam	Focuses on your eyes and overall wellness	\$15	Every calendar year
Prescription Glasses		\$25	See frame and lenses
Frame	<ul style="list-style-type: none"> - \$130 allowance for a wide selection of frames - 20% off amount over your allowance 	Included in Prescription Glasses	Every other calendar year
Lenses	<ul style="list-style-type: none"> - Single vision, lined bifocal and lined trifocal lenses - Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every other calendar year
Lens Options	<ul style="list-style-type: none"> - Standard progressive lenses - Premium progressive lenses - Custom progressive lenses - Average 20-25% off other lens options 	\$55 \$95 - \$105 \$150 - \$175	Every other calendar year
Contacts (instead of glasses)	- \$335 allowance for contacts and the contact lens exam (fitting and evaluation)	\$0	Every other calendar year
Diabetic Eye Care Plus Program	- Services related to type 1 and 2 diabetes; ask your VSP doctor for details	\$5	As needed

Benefit	Description	Copay	Frequency										
Extra Savings and Discounts	Glasses and Sunglasses - 20% off additional glasses and sunglasses, including lens options, from any VSP doctor within 12 months of your last Well Vision Exam												
	Laser Vision Correction - Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities												
Your Coverage with Other Providers (Out-of-Network Benefits)													
<p style="text-align: center;">Visit vsp.com if you plan to see a provider other than a VSP doctor. Plan copays still apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Exam: up to \$45</td> <td style="width: 50%;">Single Vision Lenses: up to \$45</td> </tr> <tr> <td>Frame: up to \$47</td> <td>Lined Bifocal Lenses: up to \$65</td> </tr> <tr> <td></td> <td>Lined Trifocal Lenses: up to \$85</td> </tr> <tr> <td></td> <td>Progressive Lenses: up to \$85</td> </tr> <tr> <td></td> <td>Contacts: up to \$105</td> </tr> </table>				Exam: up to \$45	Single Vision Lenses: up to \$45	Frame: up to \$47	Lined Bifocal Lenses: up to \$65		Lined Trifocal Lenses: up to \$85		Progressive Lenses: up to \$85		Contacts: up to \$105
Exam: up to \$45	Single Vision Lenses: up to \$45												
Frame: up to \$47	Lined Bifocal Lenses: up to \$65												
	Lined Trifocal Lenses: up to \$85												
	Progressive Lenses: up to \$85												
	Contacts: up to \$105												

New Hampshire Bargaining Employee Medical Caps
Effective through 12/31/2017

ATTACHMENT B

**Medical and Dental Contributions
Rates are Caps**

Four Tier Pricing

Medical Plan Option	Coverage Category	2014	Weekly Contributions		
			2015	2016	2017
PPO 100	Employee Only	\$ 24.26	\$ 27.33	\$ 30.06	\$ 33.07
	Employee & Child(ren)	\$ 60.12	\$ 67.91	\$ 74.70	\$ 82.17
	Employee & Spouse	\$ 73.62	\$ 83.12	\$ 91.44	\$ 100.58
	Employee & Child(ren) & Spouse	\$ 118.64	\$ 133.84	\$ 147.23	\$ 161.95
PPO 90	Employee Only	\$ 13.42	\$ 15.59	\$ 17.15	\$ 18.87
	Employee & Child(ren)	\$ 40.12	\$ 46.78	\$ 51.46	\$ 56.60
	Employee & Spouse	\$ 50.19	\$ 58.47	\$ 64.32	\$ 70.75
	Employee & Child(ren) & Spouse	\$ 83.74	\$ 97.46	\$ 107.20	\$ 117.92
Saver Option	Employee Only	\$ 8.15	\$ 8.80	\$ 9.68	\$ 10.66
	Employee & Child(ren)	\$ 22.12	\$ 23.89	\$ 26.28	\$ 28.90
	Employee & Spouse	\$ 27.36	\$ 29.55	\$ 32.51	\$ 35.76
	Employee & Child(ren) & Spouse	\$ 44.83	\$ 48.41	\$ 53.25	\$ 58.58
Opt-out Medical	All Categories	\$ (9.62)	\$ (9.62)	\$ (9.62)	\$ (9.62)
Dental Plan Option	Coverage Category	2014	Weekly Contributions		
			2015	2016	2017
Plan 1000: \$50 Deductible/\$1000 Max	Employee Only	\$ 2.33	\$ 2.47	\$ 2.67	\$ 2.88
	Employee & Child(ren)	\$ 4.19	\$ 4.44	\$ 4.79	\$ 5.18
	Employee & Spouse	\$ 4.89	\$ 5.18	\$ 5.59	\$ 6.04
	Employee & Child(ren) & Spouse	\$ 7.22	\$ 7.65	\$ 8.26	\$ 8.92
Plan 1800: \$25 Deductible/\$1800 Max	Employee Only	\$ 5.11	\$ 5.42	\$ 5.85	\$ 6.32
	Employee & Child(ren)	\$ 9.20	\$ 9.75	\$ 10.53	\$ 11.38
	Employee & Spouse	\$ 10.73	\$ 11.37	\$ 12.28	\$ 13.26
	Employee & Child(ren) & Spouse	\$ 15.84	\$ 16.79	\$ 18.13	\$ 19.58
Opt-out Dental	All Categories	\$ -	\$ -	\$ -	\$ -
Vision Plan	Coverage Category	2014	Weekly Rates		
			2015	2016	2017
New Proposed Stand Alone Plan	Employee Only	\$ 0.53	\$ 0.54	\$ 0.57	\$ 0.60
	Employee & Child(ren)	\$ 0.95	\$ 0.98	\$ 1.03	\$ 1.08
	Employee & Spouse	\$ 1.11	\$ 1.15	\$ 1.20	\$ 1.26
	Employee & Child(ren) & Spouse	\$ 1.64	\$ 1.69	\$ 1.77	\$ 1.86
Opt-out Vision	All Categories	\$ -	\$ -	\$ -	\$ -

(4) Life Insurance

Employees can elect life insurance for himself/herself in amounts equal to 0-4 times annual salary, up to a maximum of \$1,500,000.

Dependent life insurance available for spouse and each eligible dependent.

Accidental Death & Dismemberment (AD&D) coverage available for employee only, employee & Child(ren) or employee, spouse & Child(ren). May purchase coverage in increments of \$10,000 up to 15 times annual base rate of pay.

No evidence of good health is required.

Refer to Summary Plan Description (SPD) for plan detail as provided to employees.

(5) Long Term Disability Options

- LTD 40% – No cost to the employee
- 60% of pay – Employee contribution based on age and salary
- 70% of pay – Employee contribution based on age and salary

LTD Plan Effective January 1, 2003

- Employees who become eligible for LTD will be required to seek Social Security disability benefits
- LTD participants who elect not to obtain Social Security disability benefits will have their medical claims coordinated as if they were enrolled in Medicare:
 - NU will process the claim as a secondary payer coordinating payment only on the balance Medicare normally would not have paid (as is the current practice for NU system retirees)
 - LTD participant will be responsible for all deductibles and copayments in addition to the amount Medicare would have paid
- LTD participants not approved for Social Security disability will continue to have their claims processed in the normal manner with NU being the primary payer.
- NU will reimburse the LTD participant for the Part B premium once the participant is approved and enrolled in Medicare Part B.

(6) Pre-tax Expense Reimbursement Accounts for:

- Health care reimbursement: for out-of-pocket medical, dental, and vision care expenses including deductibles and co-payments.
 - Participants in PPO 100, PPO 90 or who have opted out of medical coverage will continue to have access to a Health

Care Flexible Spending Account (FSA) with an annual contribution limit of \$2,500 or such other amount as required by regulation or law.

- Participants in the Saver option will have access to a Health Savings Account (HSA) with annual company contributions as shown in ATTACHMENT A.
- Dependent care reimbursement: for child and other dependent care needed to allow you and your spouse to work.

(7) Carrier administration

- Each carrier will continue to administer the plan coverages in accordance with their respective internal administrative and medical standards and protocols.
- The Company may change carriers.

Response to Legal/Regulatory requirements

- The Company reserves the right to make changes to its benefits plan design in response to legal or regulatory changes, including changes resulting from the Patient Protection and Affordable Care Act.

Section 3. Pension Plan

The pension plan is available to all represented employees who were hired prior to 12/31/06 and who have not selected the K-Vantage program.

The Company agrees to continue in force the "Pension Plan of Public Service Company of New Hampshire" in the form adopted as of January 1, 1976, as subsequently amended from time to time through December 31, 1993. On January 1, 1994, the pension rights of all represented employees in active service will be transferred to the "Northeast Utilities Service Company Retirement Plan" in force on that date. The Company certifies that it is an "associate company" as defined in the Northeast Utilities Plan and that so long as it continues to be an associate company it will maintain its membership in the Northeast Utilities Plan. The Company and the Union acknowledge the existence of differences between the two plans, which differences have been explained to the Union, and they agree that the accrued benefit of represented member under the current Company Plan will not be reduced as the result of the transfer of pension rights to the Northeast Utilities Plan. The Company agrees that the accrued benefit of every represented member under the current Company Plan will be calculated as of January 1, 1994 and placed in the members' file. When the represented member actually retires, the calculated benefit will be compared to the benefit calculated under the Northeast Utilities Plan, and the higher benefit will be used as the represented members' benefit amount. The Company further agrees that it

will not consent to any amendment or alteration of the Northeast Utilities Plan which will impair its benefits without discussion with the Union.

K-Vantage benefits include a schedule of 401k company contributions, \$1000 annual Med-Vantage contributions after age 40, and no free retiree life insurance. All employees may participate in financial planning seminars and receive an individualized financial planning voucher valued at \$300 for the MetLife ProAdvice Signature financial plan.

Refer to the Summary Plan Descriptions (SPD) of the NUSCO Retirement and NUSCO 401k Plans, as provided to employees, for specific benefits and features of these respective plans.

Benefit Calculations

Annually, upon request, employees will be provided with a complete statement of their pensionable earnings through the preceding quarter.

85 Rule For Early Retirement

Employees who are at least age 55 and whose age plus service equal or exceed 85 years shall have no reduction in retirement benefits as illustrated below.

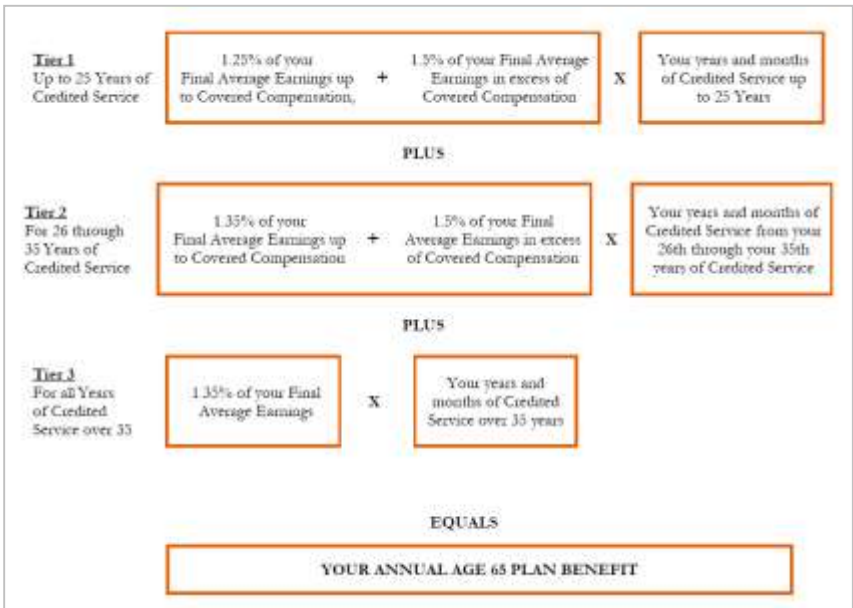
Age at Pension Starting Date	Factors for Retirees	
	(A)	(B)
	Retirees who do not qualify for Rule of 85	Retirees who qualify for the Rule of 85
65	1.00	1.00
64	.98	1.00
63	.96	1.00
62	.94	1.00
61	.92	1.00
60	.90	1.00
59	.87	1.00
58	.84	1.00
57	.81	1.00
56	.78	1.00
55	.75	1.00

Pension Plan Tables

A full description of benefits under the NUSCO Retirement Plan is provided in the Summary Plan Description as provided to employees.

NUSCO Retirement Plan Formula

NUSCO Retirement Plan benefits are determined by a three-tiered actuarial formula that takes into account Final Average Earnings, Credited Service and Covered Compensation. This formula applies for Retirement Dates (or for Vested Terminated Participants, for terminations of employment) on or after January 1, 2004. The annual benefit under the Plan is converted to a monthly amount payable beginning upon age 65.



K-VANTAGE

Union employees newly hired after December 31, 2006 will receive K-Vantage contributions from the Company in lieu of their participation in the NUSCO Retirement Plan. K-Vantage contributions are:

- Calculated based on the eligible employee's age and service as of January 1 each year, as outlined below:

Age plus Service	% of Covered Pay
Less than 40	2.5
40 or more but less than 60	4.5
60 or more	6.5

Covered pay includes base pay or straight-time earnings plus on-call pay, shift premiums, Sunday premiums, lump sum payments under your compensation program, overtime pay calculated at straight-time rates, and compensation received under any of the Company's incentive pay plans, excluding the Northeast Utilities Executive Incentive Plan. Federal law limits the amount of annual compensation that can be taken into account.

Service includes all your years and months of continued employment with NUSCO and/or any participating company. Special rules apply for calculating service when there are breaks in employment.

- Deposited biweekly into employees' NUSCO 401k accounts. Employees elect how the contributions are invested from among the investment options in the Plan.
- 100% vested after three years of participation in the Plan.
- Not eligible for withdrawal during employment with a participating company.
- Not eligible for loans.

Special rules apply to Union employees who are rehired by NUSCO or any participating company after December 31, 2006. All Union employees who were hired prior to January 1, 2007 will have a choice in 2006 to remain as an active participant in the NUSCO Retirement Plan without the K-Vantage feature of the 401k Plan or freeze their participation in the NUSCO Retirement Plan and become an active participant in the K-Vantage feature effective with the first paycheck in 2007. Additionally, if an employee is hired after ratification, June 1, 2006, but prior to January 1, 2007, they will be required to make a choice between the NUSCO Retirement Plan and the K-Vantage Plan. There will be no default plan chosen by the Company.

Retiree Medical Savings Account (Med-Vantage)

The Med-Vantage Plan is a retiree medical savings account (RMSA) available to participants in the K-Vantage Plan who are age 40 or older.

Starting at age 40, full-time employees in the new program will be credited each year with a contribution of \$1,000 to a notional account. The contributions vest after you have completed five years of service.

The account grows with interest and both the contributions and the interest are tax-free. The annual interest rate is based on the five U. S. Treasury constant maturity average yield during the month of November preceding the calendar year.

If your account is vested when you leave the company, you can use it to reimburse yourself for health care expenses you and your eligible family members incur in retirement, including premiums you pay for health care coverage.

If you die, your spouse may use the account to pay for health care expenses.

Section 4. 401(k) Program

The Company agrees to provide employees with benefits under the NUSCO 401(k) Plan that contain an employee loan provision, Roth 401k feature and an employer matching provision. Details regarding this plan are contained in the Summary Plan Description as provided to employees.

Loan Program:

Eligibility

Account loans are available to all Employee Plan Participants for any reason. Employees may have only one general purpose loan and one primary residence loan at any time. General purpose loans can be taken for terms between six months and five years, and primary residence loans can be taken for terms between one and fifteen years. No loan will be granted if any prior loan is in default.

Processing

Employees can initiate a loan through Fidelity NetBenefits® at www.401k.com or by calling the NUSCO 401(k) Service Center at 1-800-261-4015. Loan recipients will be sent a truth-in-lending disclosure statement. Loan requests are processed on the day the Employee initiates the loan if it is confirmed by 4 p.m. Eastern Time on a business day, on which the New York Stock Exchange is open. Loan requests made after 4 p.m. (or on holidays or weekends) will be processed on the next business day. A nonrefundable \$50 per loan initiation fee will be withdrawn from the Employee's account. The fee is considered an application fee and not part of the loan balance.

Amount

The minimum loan amount an Employee can take is \$1,000. The maximum is the lower of \$50,000 or 50 percent of the balance (excluding K-Vantage) in the account. This amount is further limited in the event that an Employee has had an outstanding Plan loan at any time within the last 12 months, in which case the maximum available for both loans will be the lower of:

1. \$50,000 minus the difference between the highest outstanding loan balance in the last 12 months and the current amount outstanding, or
2. 50 percent of the balance – excluding K-Vantage

The resulting figure is the Employee's maximum loan amount. These limits will be applied as of the date the Employee calls the NUSCO 401(k) Service Center at 1-800-261-4015.

Source of Loan Funds

The monies for a loan will be withdrawn from the various sources within an Employee's Plan account.

An Employee cannot borrow money from his or her ESOP, TRAESOP/PAYSOP, or K-Vantage accounts.

In addition, an Employee cannot borrow money from investments in a BrokerageLink® account, although these amounts will be used to determine the maximum loan amount available. To use any amount invested through the BrokerageLink® account to fund a loan, the Employee must first exchange his or her BrokerageLink® investments into one of the other Plan investments prior to borrowing the money.

Interest Rate

The interest rate to be charged on loans will be a fixed rate of interest for the term of the loan. The applicable rate is determined by the Plan Administrator, considered a commercially reasonable rate, and will be reviewed periodically. Rates are determined each full calendar quarter with reference to the Prime Rate (as published by Reuters) plus one percent as of the last business day of the prior calendar quarter.

Security

Because a Plan loan is secured by the Employee's Vested account balance, an Employee may not withdraw amounts that are currently securing an outstanding Plan loan.

Repayments

The Participant's principal and interest payments are added back into the Participant's account. The outstanding principal balance of a loan will not earn investment income other than the interest paid by the Employee.

Loans are repaid through payroll deductions on an after-tax basis. Employees who stop receiving a paycheck because of an unpaid leave of absence must continue making loan repayments. Payment arrangements should be made by calling the NUSCO 401(k) Service Center at 1-800-261-4015.

Prepayments

Outstanding loan balances can be prepaid in full at any time. Partial loan prepayments are not allowed. Prepaying a loan in full should be arranged by calling the NUSCO 401(k) Service Center at 1-800-261-4015.

Default

Loan repayments must be made in accordance with the agreed repayment schedule. If a Participant is unable to make payments when due, a grace period will be allowed. However, a loan will be considered in default if no payments are received within 90 days or if there is an outstanding balance after the scheduled termination date of the loan. In cases involving a qualified leave of absence, a grace period of up to one year may be granted. After this period has elapsed, the loan is deemed to be refinanced and

repayments must begin over the original loan term or the loan will be considered a taxable distribution to the Participant.

If an Employee misses three months of repayments, he or she is contacted and arrangements made to resume repayments. If repayments do not restart, the loan will be considered a taxable distribution to the Participant.

Loan Repayment During Military Leave of Absence

The Plan will suspend loan payments during the period of an Employee's qualified military leave under USERRA. On return to employment, the Employee must resume loan payments with the payment frequency and amount being at least equal to the prepayment schedule. The rehired veteran must repay the full loan (including interest accrued during the military leave) by the end of the maximum term for the original loan, plus the military service period.

Retirement, Termination of Employment, or Death

If an Employee terminates employment with an outstanding loan balance, arrangements will be made with the terminated Employee through the NUSCO 401(k) Service Center to repay the loan. If the former Employee continues to maintain a balance in the Plan after termination, he or she has the option to repay the loan in full or continue to make scheduled payments.

If the Participant dies before paying off the loan, the outstanding balance is treated as a distribution from the Plan on the date of death. The loan cannot be transferred to or assumed by anyone else.

Automatic Enrollment

Union employees hired after December 31, 2006 who have not enrolled in the Plan or who have not elected a zero contribution rate within 60 days from their date of hire will automatically be enrolled in the NUSCO 401k Plan at a contribution rate of 3% of pretax eligible earnings. Those contributions will automatically default into the applicable Fidelity Freedom k class fund. Employees can elect at any time to change or cease contributions, change how future contributions are invested, and perform fund exchanges.

Roth 401(K) Feature

Effective as soon as practical after June 1, 2006, but no later than January 1, 2007, Union employees can choose to make contributions on an after-tax basis that will be subject to the special rules that apply to Roth 401(k) contributions. Generally, the earnings on these amounts will not be taxed if received after the employee turns age 59-1/2 and after five years have passed since the first Roth 401(k) contribution to the Plan. Roth 401(k) contributions are subject to the same dollar limits as pre-tax contributions. Employees elect how Roth 401(k) contributions are invested from among the investment options available in the 401k Plan.

Section 5. Group Insurance

Make available the following:

- Group auto
- Group homeowners
- Company distributes promotional materials provided by the carrier to employees
- Employees contact carrier and establish policy
- Premiums deducted from paychecks
- All claims handled directly by carrier
- Group discounts provided to employees

Section 6. Educational Reimbursement Program

NORTHEAST UTILITIES SYSTEM PERSONNEL POLICY AND PROCEDURES

EMPLOYEE EDUCATIONAL REIMBURSEMENT PROGRAM

I. POLICY

For interested employees, the Company may financially reimburse the furthering of education in recognition of the mutual benefits derived from personal growth and increased professional and technical work competence.

II. GENERAL PROVISIONS AND PROCEDURES

A. General Provisions

1. This policy applies to Company employees classified as regular, full-time and part-time excluding NAESCO.
2. Employees working less than forty hours a week will receive reimbursement comparable to the same percentage as the employee's normally scheduled worked hours (e.g., an employee who is normally scheduled to work 20 hours/week will be reimbursed 50% of the allowable reimbursement costs).
3. Financial reimbursement will be made under the provisions of the Employee Educational Reimbursement Program (EERP). Charges covered by EERP are: tuition, registration fees, lab fees, and required graduation fees for degree programs. Employees receiving other assistance,

such as Veteran's benefits, must deduct the amount of that assistance from the total of the applicable costs. The Company will reimburse 75% of the net applicable costs. Where courses taken are graded, the employee must receive a grade of no less than a C- to be reimbursed.

4. Although completion of a course of study provides an improved educational background, the accomplishment does not obligate the Company to reward such completion through promotion, transfer, reassignment, wage or salary increase, etc.
5. The Employee Educational Reimbursement Program is subject to revision or cancellation, as determined by the Company.

Eligibility Under the EERP

6. To qualify under the program, each course must be shown to maintain or improve skills required in doing work in the present position or be part of an approved degree program that provides development for a future position available within the employee's business unit. All courses in an Associate's, Bachelor's, or Master's degree program may qualify for reimbursement if the program is approved as related to employment and of direct benefit to the Company, provided the Degree/Course Approval Form (Form OPD4578) is on file in the HR Learning and Development Department **prior** to the start of the program.
7. Courses must be taken outside of the employee's normal working hours and may not interfere with the performance of regular work.
8. The following are included under EERP.
 - Seminars and workshops,
 - Courses that do not receive college credit,
 - Adult education courses; and
 - Refresher courses for the Engineering in Training Exam and the Professional Engineer Exam, costs of tuition and registration.
9. The following are excluded from the EERP program:

- Cost of books, transportation, living expenses, drawing instruments, calculators, electronic equipment, recording devices, or other course material;
 - Late fees and interest for delayed payment plans;
 - Institutions or programs of study not approved by the Company;
 - Law degree programs, unless an individual course in law relating to an employee's present position is recommended by the employee's supervisor;
 - Courses available within the NU system (e.g., computer courses presented by the Information Group, etc.)
10. Reimbursements will not be made under the following conditions:
- If an employee fails to complete the course within the required time.
 - If the employee fails to complete the course with a grade of C- or better.
 - If the employee leaves the Company before the completion of the course.

Approved Institutions

11. Courses must be taken through accredited colleges, universities, technical schools, the National Home Study Council, American Home Study Institute, or state/local Board of Education.

Program Administration

12. Overall administration of this program is the responsibility of HR Learning and Development. However, to expedite the processing of forms and to provide needed guidance and assistance, the employee should contact the appropriate business unit HR Coordinator.

Applicable Taxes

13. IRS guidelines indicate that reimbursements for courses are to be considered reportable income and are subject to applicable taxes.

B. Procedures

Application for Educational Reimbursement

1. Employees interested in participating in the EERP should first discuss their intentions with the appropriate supervisor, complete the Degree/Course Approval Form (Form OPD4578) available from HR Learning and Development, and obtain the supervisor's initials on Form OPD4578 confirming management approval.
2. Forward the Degree/Course Approval Form (Form OPD4578) to the appropriate business unit HR Coordinator no less than two weeks prior to the start of the course. A copy of the completed form will be returned to the employee by the HR Coordinator with the decision to approve or not approve the request for reimbursement.

Change of Status

3. Applicants should notify the appropriate business unit HR Coordinator if a change of status regarding the request for educational reimbursement occurs. Failure to report status changes will result in the employee's current reimbursement records not being kept up-to-date and may jeopardize any future educational reimbursements.
4. To replace a previously approved course, applicants should submit a new Form OPD4578 to HR Learning and Development indicating the course being replaced in the space provided.
5. If the employee is withdrawing from a course, written notification of the withdrawal, changes in the reimbursement amount requested, and any other changes that would affect the application process must be forwarded to HR Learning and Development.

Request for Educational Reimbursement

6. Employees must submit a Request for Educational Reimbursement (Form OPD1442), together with copies of the course grade report and receipts for tuition and other eligible fees to HR Learning and Development for processing.

Section 7. Performance Reward Program (PRP)

Effective June 1, 1996, all represented employees shall be eligible to participate in the Company's Performance Reward Program (PRP). Under PRP, all employees shall be eligible to receive an annual performance-based incentive, under the following conditions:

1. Incentives shall be awarded based on the achievement of goals established for business or functional units.
2. The Company shall have the sole and exclusive right to establish, change and modify goals and to determine the incentive payment amount.
3. The Company shall have the sole and exclusive right to establish, change and modify the annual PRP payout range.
4. The Company shall have the right to suspend PRP at its discretion in the event of serious financial difficulties.

Section 8. Automobile Drivers' Licenses

Employees who are required to obtain a CDL license or any special endorsements on their license in order to perform their job duties shall have the full cost of such license or endorsement reimbursed to them by the Company. If an employee only needs an "Operator's" license to perform their job duties, the employee will not be reimbursed for the cost of that license with the exception of Field Meter personnel including Meter Readers.

Section 9. Payroll Deductions for Credit Union

The Company agrees to make payroll deductions for payments to a duly established Credit Union upon written authorization by regular employees duly witnessed and to forward the amounts so deducted to the Credit Union in accordance with such authorization.

Section 10. Time Off to Vote

If an employee's working hours interfere with his ability to vote an Australian Ballot during a town, state, or national election, he will be given time off to vote with pay.

Section 11. Coffee Breaks

Coffee breaks will be taken on Company property or at the work location. Employees may stop enroute to pick up coffee etc. to be consumed at the work location. The morning break will not exceed 15 minutes. A short

informal break for coffee at the work location can be taken in the afternoon so as to not unduly interfere with the progress of the job.

ARTICLE XVII SAFETY

Section 1. Regulations for Safety

The Company will continue to make reasonable regulations for the safety and health of its employees during their hours of employment. Representatives of the Company and the Union shall meet from time to time at the request of either party to discuss such regulations and other matters pertaining to safety. A copy of any proposed change in such regulations shall be submitted to the Business Manager prior to the effective date of such proposed change.

Section 2. Accident Investigation Reports

Whenever an employee represented by the Union is involved in a "Lost Time" accident, the Company will notify the Union within seven (7) days.

Whenever an Investigation Report is made as to an accident in which an employee represented by the Union is involved, he and the Assistant Business Manager will receive a copy of the Investigation Report upon request.

Section 3. Inspection of Tools and Equipment

Tools and equipment shall be periodically inspected by representatives of the Company and the Union.

Section 4. Assistance When on a Trouble Call

An employee sent out on a trouble call may, in his discretion, request assistance if the trouble cannot be repaired safely and adequately by a single man. If an automotive mechanic is dispatched to work out of town under adverse conditions and/or to perform duties requiring strenuous or hazardous physical labor, he may, in his discretion, request assistance if the work assignment cannot be done safely by one man.

ARTICLE XVIII SUSPENSIONS AND DISCHARGES

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 employee involved. Upon receipt in writing of the foregoing request, the Company will inform the Union of the reason for suspension or discharge. The hearing will be conducted by the Department Head or a superior of the Company, and if as a result of the hearing the employee is exonerated, the employee will be reinstated without prejudice and compensated for loss in wages. The hearing shall be conducted

in accordance with the method of adjusting grievances as provided in Article XIX herein.

"On-trial" employees are not entitled to a hearing under this Article or recourse to grievance or arbitration under Article XIX in the event of discipline, suspension or discharge.

ARTICLE XIX ADJUSTMENT OF DISPUTES AND GRIEVANCES

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

- First - By agreement between a representative of the Company and a representative of the Union. The representatives shall be designated in writing by the Company and the Union from time to time. Grievances submitted in writing will be signed by the submitting Union representative and by the receiving Company representative to acknowledge receipt at the time of submission.

- Second - Any dispute or grievance not settled as aforesaid shall be settled by agreement between the President of the Company and the Business Manager of the Local Union or Representatives designated by them. An International Representative of the IBEW may be present at this stage of the grievance procedure to assist the Local Union.

It is understood and agreed that to be considered under this Article a grievance must be filed promptly after the occurrence thereof, provided further that there shall be no obligation to consider any grievance based upon facts which occurred more than ninety (90) calendar days prior to the filing of said grievance under part "First" of this Article.

Unless mutually arranged otherwise, meetings on grievances will be scheduled promptly by the Company and held within twenty (20) calendar days of the Union's request for the meeting. The Company will provide the Union with its written response at each step of the grievance procedure no later than twenty (20) calendar days after the meeting.

If the Company and the Union are unable to settle a dispute or grievance which is subject to arbitration under the following paragraph, it may be submitted to arbitration before an arbitrator appointed pursuant to the rules of the American Arbitration Association, provided that the Company shall have no obligation to arbitrate any dispute or grievance not submitted in writing to arbitration within ninety (90) calendar days of the Company's final written response in paragraph Second above. The party submitting a grievance to arbitration will furnish a copy of the grievance and the submission to the American Arbitration Association to the other party at the time of submission. The decision of the arbitrator shall be final and conclusively binding upon the

parties. The Administrative expenses of the arbitration shall be shared equally by the Company and the Union. Each party will pay for their own witness expenses.

It is agreed that there shall be no obligation to arbitrate a renewal of this Agreement or a change in, or supplement to, this Agreement or to arbitrate any matter not covered by this Agreement or some provision thereof. No arbitration decision shall be binding beyond the life of this Agreement.

ARTICLE XX NO STRIKES OR LOCK-OUTS

The Union agrees that it will not authorize a strike or work stoppage, and the Company agrees that it will not engage in a lock-out because of disputes over matters relating to this Agreement. The Union further agrees that it will take every reasonable means which are within its powers to induce employees engaged in a strike or work stoppage in violation of this Agreement to return to work. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates, for any strike or other interruption of work, unless specifically provided in this Article. The Company and the Union, its officers, representatives and affiliates shall be responsible only for breach of their respective agreements above set forth.

ARTICLE XXI CONSOLIDATION OR MERGER OF COMPANY

This Agreement shall be binding on any and all successors and assigns of the employer or any other entity acquirer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The employer shall make it a condition of transfer that any such successor or assigns or any other entity acquirer shall be bound by the terms of this Agreement.

ARTICLE XXII MANAGEMENT

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

ARTICLE XXIII SUPERVISORS WORKING

Full time supervisors above the rank of Working Foreman will not customarily perform the same work which is performed by the employees whom they supervise; provided, however, that supervisors may perform such

work for the purpose of instruction and training; when qualified employees subject to this Agreement are not immediately available at the respective locations covered by this Agreement; and in case of emergency.

ARTICLE XXIV CONTRACTING OUT WORK

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 discharged, laid off, or transferred to another job. When bargaining unit employees are available and not otherwise assigned, the Company agrees that it will use its best efforts to first offer qualified unit employees overtime opportunities before having contractor crews perform overtime work within a unit, it being understood that this provision will not preclude contractor crews from performing overtime work to finish any jobs in progress and in cases of emergency when Company employees are not immediately available.

ARTICLE XXV PROCEDURE FOR NEGOTIATING CHANGES IN AGREEMENT

If either party desires to make changes in this Agreement, the substance of the proposed changes shall be submitted to the other party prior to March 31, 2013 or prior to any March 31 thereafter, each party hereto reserving the right to bring up additional proposals during the course of negotiations. The parties shall meet promptly thereafter and endeavor to agree upon the proposed changes. If all proposed changes are not disposed of in a mutually satisfactory manner, (1) the proposed changes remaining in dispute may, by mutual agreement, be submitted to arbitration or, (2) either party shall have the right to terminate the Agreement. If all proposed changes are disposed of in a mutually satisfactory manner, the changes mutually agreed upon shall take effect on the May 31st following unless the parties agree upon a different effective date.

ARTICLE XXVI EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement when signed by the Company and Local Union 1837 or their authorized representative and approved by the International Office of the Union will take effect June 1, 2013 and shall remain in effect until May 31, 2017 and from year to year, thereafter; providing, however, that this Agreement shall terminate on May 31, 2017 or any May 31 thereafter if (1) either party prior to sixty days before May 31, 2017 or any May 31 thereafter serves notice of termination, or (2) the Agreement is terminated in accordance with Article XXV.

For the
PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

By William J. Quinlan
William J. Quinlan
President & Chief
Operating Officer

For the
EMPLOYEES OF THE
PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE in each of the
bargaining units covered by this
agreement, and LOCAL 1837
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS

By K. Richard Rogers
K. Richard Rogers
Business Manager

By: Thomas F. Ryan
Thomas F. Ryan
Assistant Business Manager

APPROVED:

International President of
International Brotherhood of Electrical Workers

TABLE A

Per Diem Schedule for travel (mileage from normal reporting work location to assigned location).

<u>Plan</u>	<u>Distance One Way</u>	<u>Rate Before Adj</u> *
A	< 5 miles	\$ 0.00
B	6 to 25 miles	\$28.50
C	26 to 40 miles	\$61.50
D	41 to 60 miles	\$93.50

* NOTE: These rates will be increased for taxes.

MEAL POLICY

I. Purpose

To set forth the terms and conditions under which the Company shall provide, or otherwise compensate employees for meals. Employees who are entitled to a minor or major meal shall receive compensation through the payroll system up to the limits defined in the policy. Effective June 1, 2006, the Company will no longer allow for employees to sign for meals except during storm emergencies.

II. Normal Definitions

Minor Meal:

For a day worker this meal would be breakfast and/or lunch. For a shift worker this meal would be the meal immediately preceding the shift and/or the mid-shift meal. This meal shall be subject to a \$10.00 maximum payment/reimbursement limitation.

Major Meal:

For a day worker this meal would be the evening or “dinner” meal. For a shiftworker this meal would be the meal due after completion of a shift and when eligible as herein defined. This meal shall be subject to a \$20.00 maximum payment/reimbursement limitation.

III. Meal Periods

If an employee works continuously until his normal or scheduled reporting time as a result of a call-in received no later than 30 minutes prior to his scheduled shift, the employee shall be entitled to a minor meal. Furthermore, if a call-in is such that an employee who normally carries his lunch was unable to reasonably prepare a mid-shift meal, the employee shall be entitled to a minor meal if he is still at work during the mid-shift meal period.

An employee who is called in outside his normal working schedule shall be entitled to a major or minor meal based upon his normal schedule if the callout includes work during the following time periods:

6:00 a.m. - 7:30 a.m.
12:00 noon - 1:00 p.m.
5:00 p.m. - 6:30 p.m.

An employee shall be entitled to a mid-shift meal under the conditions specified by paragraph 1 or when assigned away from home overnight. This mid-shift meal shall normally occur four to five hours following the

normal or scheduled reporting time unless management grants prior approval of an alternate period.

An employee shall be entitled to reimbursement for a minor meal at mid-shift only if the period during which the employee is expected to eat the meal is unpaid and the employee is required to work outside of their regularly assigned area. This mid-shift meal shall normally occur four to five hours following the normal or scheduled reporting time unless management grants prior approval of an alternate period.

An employee shall be entitled to a major meal if he works more than two hours following the normal or scheduled end of the shift unless management has granted prior approval of another time. An employee working consecutive hours beyond those just described, shall be entitled to a meal after each five (5) hour interval.

Except for the limitations imposed by Section II, this section shall not preclude payment for meals when employees are assigned such that they are away from home overnight.

NOTE: Reference in this section to shift and mid-shift are not intended to distinguish between shift workers and day workers. Such reference is made only for the purpose of universally identifying time within a scheduled work period.

Reimbursement as provided for by this section shall require the presentation of a receipt or evidence of payment acceptable to management.

IV. Payment in Lieu of a Meal

The Company recognizes that certain limited situations arise where efficiencies are realized by a payment in lieu of reimbursement. Such a payment shall be allowed where the job is not expected to last more than (2) hours beyond when a meal would otherwise be due. When a payment is made in lieu of a meal it shall be subject to the appropriate limitations established by Section II. Payments in lieu of a meal shall be subject to IRS reporting and withholding requirements. Payment in lieu of a meal will be made through the payroll system.

V. Storm Exclusion

This meal policy is not intended to change the Company's current practice with regard to meals during storm emergencies.

MEMORANDUM OF UNDERSTANDING

FIRE RETARDANT CLOTHING BENEFIT

The following allotments shall be used in determining individual FR clothing benefits for employees beginning January 1, 2014.

Frequent users:

New employee start up allotment	\$1200
Annual allotment	\$675

Infrequent users:

New employee start up allotment	\$650
Annual allotment	\$400

Employees will be allowed to carry over amounts not to exceed the previous year's allotment.

MEMORANDUM OF UNDERSTANDING
Effective June 1, 2006

INCLEMENT WEATHER

This memo is to identify the process that will be used to document a disagreement between crew members on the job site concerning inclement weather.

If there is a difference of opinion over inclement weather conditions between the assigned crew and the Working Foreman on the job site, the Working Foreman will make the final decision as to whether or not normal work activities will take place. The difference of opinion will be documented using the existing "Tailboard Discussion" form. The completed form will be given to the employee, Safety & Health Administrator, and local management.

MEMORANDUM OF UNDERSTANDING
Effective June 1, 2006

LODGING EXPENSES

This is to confirm our agreement concerning lodging expenses for employees.

The Company will make good faith efforts to establish Purchase Orders with lodging establishments strategically located within the NU System. Employees may use these Purchase Orders to charge lodging expenses when they are required to remain away from home overnight while conducting Company business.

MEMORANDUM OF UNDERSTANDING

Effective June 1, 2010

SAFETY GLASSES

The Company will pay the additional cost for progressive safety glass lenses up to \$35.00 every two years.

MEMORANDUM OF UNDERSTANDING
Effective June 1, 2010

TRAINING

All represented employees in Schedule A within progression shall receive a defined list of criteria and be provided training materials as needed to progress to the next level of their classification within 30 days of entering the classification.

This list will also include the maximum time required prior to advancement and the criteria from which the progression requirement will be formulated.

It is the responsibility of both the supervisor and the employee to ensure they obtain the training and work opportunities and support required to be successful.

June 1, 1999

Mr. Thomas D. Clements
Assistant Business Manager
IBEW - Local 1837

Mr. George J. Magnan
Union Representative
USW - Local 8938

Gentlemen:

In accordance with agreements reached in the 1999 Collective Bargaining Agreement negotiations, effective January 1, 2000, the Company will pay an employee who is receiving worker's compensation benefits the difference between the worker's compensation benefits and the employee's normal straight time after tax wages, for a period not to exceed fifty-two weeks. Following that fifty-two week period, this supplement will end and the employee will receive only those worker's compensation benefits as defined in existing worker's compensation regulations. Any employee receiving Worker's Compensation benefits as of 1/1/2000 will be entitled to the benefit as defined in the letter dated 5/19/93 under Paul Bohan's signature. This agreement will not apply to employees covered by the Partial Incapacity Article of the Collective Bargaining Agreements (Article VIII - IBEW, and Article IX - USW).

Sincerely,

Daniel S. Comer
Human Resources Manager

DSC:SMJ:emd

SCHEDULE OF MAXIMUM WAGES A

HOURLY RATE

	In Effect 06/02/13 Through 05/31/14 <u>3.00%</u>	In Effect 06/01/14 Through 05/30/15 <u>2.75%</u>	In Effect 05/31/15 Through 05/28/16 <u>2.50%</u>	In Effect 05/29/16 Through 06/03/17 <u>3.00%</u>
Automotive Mechanic-Specialist	33.25	34.16	35.01	36.06
Automotive Mechanic I	32.01	32.92	33.74	34.75
Automotive Mechanic II	29.09	29.89	30.64	31.56
Automotive Mechanic III	25.61	26.31	26.97	27.78
Building Maintenance Attendant	26.01	26.73	27.40	28.22
Communication & Control Specialist	38.66	39.72	40.71	41.93
Communication & Control I	37.63	38.66	39.63	40.82
Communication & Control II	33.66	34.59	35.45	36.51
Communication & Control III	29.66	30.48	31.24	32.18
Departmental Clerk				
Start	15.66	16.09	16.49	16.98
End of 3 months	16.82	17.28	17.71	18.24
End of 6 months	17.51	17.99	18.44	18.99
End of 12 months	18.61	19.12	19.60	20.19
End of 18 months	19.57	20.11	20.61	21.23
End of 24 months	20.52	21.08	21.61	22.26
End of 30 months	21.92	22.52	23.08	23.77
End of 36 months	23.29	23.93	24.53	25.27
Distrib Equipment Mechanic I	33.11	34.02	34.87	35.92
Distrib Equipment Mechanic II	29.42	30.23	30.99	31.92
Distrib Equipment Mechanic III	26.21	26.93	27.60	28.43
Field Electrician I	34.42	35.37	36.25	37.34
Field Electrician II	30.91	31.76	32.55	33.53
Field Electrician III	27.14	27.89	28.59	29.45
Field Meter Specialist	35.75	36.73	37.65	38.78
Field Meter Mechanic I	34.60	35.55	36.44	37.53
Field Meter Mechanic II	30.48	31.32	32.10	33.06
Field Meter Mechanic III	27.70	28.46	29.17	30.05
General Meter Shop Tester I	29.89	30.71	31.48	32.42
General Meter Shop Tester II	27.36	28.11	28.81	29.67
General Meter Shop Tester III	25.24	25.93	26.58	27.38
General Meter Shop Courier	26.32	27.04	27.72	28.55
Groundworker	24.38	25.05	25.68	26.45
Laboratory Tester I	34.94	35.90	36.80	37.90
Laboratory Tester II	31.09	31.94	32.74	33.72
Laboratory Tester III	27.15	27.90	28.60	29.46

HOURLY RATE

	In Effect 06/02/13 Through 05/31/14 <u>3.00%</u>	In Effect 06/01/14 Through 05/30/15 <u>2.75%</u>	In Effect 05/31/15 Through 05/28/16 <u>2.50%</u>	In Effect 05/29/16 Through 06/03/17 <u>3.00%</u>
Lineworker I (RG 34.5)	37.45	38.48	39.44	40.62
Lineworker I	36.40	37.40	38.34	39.49
Lineworker II	32.17	33.05	33.88	34.90
Lineworker III	28.07	28.84	29.56	30.45
Lineworker II (SW)	32.17	33.05	33.88	34.90
Lineworker III (SW)	28.07	28.84	29.56	30.45
Meter Reader Specialist*				
End of 6 months	28.07	28.84	29.56	30.45
End of 12 months	28.31	29.09	29.82	30.71
Meter Reader				
Start	20.57	21.14	21.67	22.32
End of 3 months	21.73	22.33	22.89	23.58
End of 6 months	22.93	23.56	24.15	24.87
End of 12 months	25.22	25.91	26.56	27.36
End of 18 months	26.28	27.00	27.68	28.51
End of 24 months	27.37	28.12	28.82	29.68
Rubber Protective Equip. Tester	29.79	30.61	31.38	32.32
Senior Departmental Clerk				
Start	23.29	23.93	24.53	25.27
End of 48 months	24.51	25.18	25.81	26.58
End of 60 months	25.81	26.52	27.18	28.00
Stockhandler I	29.28	30.09	30.84	31.77
Stockhandler II	26.73	27.47	28.16	29.00
System Construction Mechanic I	32.41	33.30	34.13	35.15
System Construction Mechanic II	28.80	29.59	30.33	31.24
System Construction Mechanic III	25.66	26.37	27.03	27.84
System Electrician Specialist	36.89	37.90	38.85	40.02
System Electrician I	35.82	36.81	37.73	38.86
System Electrician II	31.44	32.30	33.11	34.10
System Electrician III	27.10	27.85	28.55	29.41
Transformer Mechanic I	28.76	29.55	30.29	31.20
Transformer Mechanic II	26.21	26.93	27.60	28.43
Utility Worker				
Start	16.97	17.44	17.88	18.42
End of 3 months	18.80	19.32	19.80	20.39
End of 6 months	20.81	21.38	21.91	22.57
End of 12 months	23.11	23.75	24.34	25.07
End of 24 months	25.44	26.14	26.79	27.59
End of 36 months	27.57	28.33	29.04	29.91

HOURLY RATE

	In Effect 06/02/13 Through 05/31/14 <u>3.00%</u>	In Effect 06/01/14 Through 05/30/15 <u>2.75%</u>	In Effect 05/31/15 Through 05/28/16 <u>2.50%</u>	In Effect 05/29/16 Through 06/03/17 <u>3.00%</u>
Warehouse Worker I	29.81	30.63	31.40	32.34
Warehouse Worker II	27.26	28.01	28.71	29.57

NOTE: It is understood that the Business Office bargaining units and Rochester Distribution Office bargaining unit were omitted from Schedule "A" of the Agreement due only to the fact that no person currently works in the positions listed under those bargaining units. However, if in the future the Company repopulates either the District Customer Service Clerk position or the Line Department Clerk position listed in the 1996 edition of the Collective Bargaining Agreement, those bargaining units will once again be included in Schedule "A" and the employees working in those classifications will be subject to the provisions of the Collective Bargaining Agreement.

NOTE: Increase in rates will become effective at the time employee has worked the intervals shown, providing the employee meets the Company's minimum acceptable performance standards. Time spent on "Leave of Absence" and extended disability is not included as time worked.

*NOTE: The Company and Unions agree that the employees holding the position of Meter Reader Specialist as of May 31, 2006, will be grandfathered in those positions. However, once these positions become vacant, they will be replaced by a Meter Reader position in that area work center, assuming workloads warrant filling the position.

SCHEDULE B - BARGAINING UNIT

	Automotive Mech Specialist & Mechanic I, II, III	Building Maintenance Attendant	Communication & Control Specialist and I, II, III	Departmental Clerk and Sr. Departmental Clerk	Distrib Equipment Mechanic I, II, III	Field Electrician I, II, III	Field Meter Specialist & Mechanic I, II, III	General Meter Shop Courier	General Meter Shop Tester I, II, III	Groundworker	Laboratory Tester I, II, III	Lineworker I RG	Lineworker I, II, III	Meter Reader Specialist	Meter Reader	Rubber Protective Equipment Tester	Service Worker I, II	Stockhandler I, II	System Construction Mechanic I, II, III	System Electrician Specialist and I, II, III	Transformer Mechanic I, II	Utility Worker	Warehouse Worker I, II
AMC (Including Keene, Tilton & Rochester satellite)	X	X																					
Berlin AWC (Including AMC satellite)	X									X		X	X	X	X		X	X					X
Central Warehouse																X							X
Chocorua AWC, Tilton AWC, Franklin Satellite				X		X	X			X	X	X	X	X	X		X	X					X
Derry AWC				X						X	X	X	X	X	X		X	X					X
Eastern Division						X	X									X							
Epping AWC				X						X	X	X	X	X	X		X	X					X
Greater Manchester AWC**		X				X	X			X	X	X	X	X	X		X	X					X
Keene AWC, Hillsboro AWC						X	X			X	X	X	X	X	X		X	X					X
Lancaster AWC (Colebrook Satellite)						X	X			X	X	X	X	X	X		X	X					X
Milford AWC										X	X	X					X	X					X
Milford Meter Reading														X	X								
Monadnock Meter Reading (Peterborough)														X	X								X
Monadnock Satellite (Peterborough)										X	X	X					X	X					
Newport AWC (North Haverhill Satellite)										X	X	X					X	X					X
Newport Meter Reading														X	X								X
Northern Division		X				X	X																
Portsmouth AWC				X		X	X			X		X	X	X	X		X	X					X
Rochester AWC		X		X		X	X			X		X	X	X	X		X	X					X
T&D Maintenance		X	X		X			X	X		X							X	X	X	X	X	X

** Greater Manchester AWC includes Bedford AWC, Hooksett AWC, Manchester Meter Reading

SCHEDULE C - CITY, TOWN, AND OPERATING UNIT for posting purposes	Automotive Mech Specialist & Mechanic I, II, III	Building Maintenance Attendant	Communication & Control Specialist and I, II, III	Departmental Clerk and Sr. Departmental Clerk	Distrib Equipment Mechanic I, II, III	Field Electrician I, II, III	Field Meter Specialist & Mechanic I, II, III	General Meter Shop Courier	General Meter Shop Tester I, II, III	Groundworker	Laboratory Tester I, II, III	Lineworker I RG	Lineworker I, II, III	Meter Reader Specialist	Meter Reader	Rubber Protective Equipment Tester	Service Worker I, II	Stockhandler I, II	System Construction Mechanic I, II, III	System Electrician Specialist and I, II, III	Transformer Mechanic I, II	Utility Worker	Warehouse Worker I, II
Berlin AWC	X									X		X	X	X	X		X	X				X	
Chocorua AWC										X		X	X	X	X		X	X				X	
Derry AWC				X						X		X	X	X	X		X	X				X	
Epping AWC				X						X		X	X	X	X		X	X				X	
Franklin Satellite										X		X	X	X	X		X	X				X	
Greater Manchester AWC**	X	X				X	X			X		X	X	X	X	X	X	X				X	X
Hillsboro AWC						X				X		X	X	X	X		X	X				X	
Keene AWC	X					X	X			X		X	X	X	X		X	X				X	
Lancaster AWC						X	X			X		X	X	X	X		X	X				X	
Milford AWC										X		X	X	X	X		X	X				X	
Monadnock Satellite (Peterborough)										X		X	X	X	X		X	X				X	
Newport AWC										X		X	X	X	X		X	X				X	
Portsmouth AWC				X		X	X			X		X	X	X	X		X	X				X	
Rochester AWC	X	X		X		X	X			X		X	X	X	X		X	X				X	
T&D Maintenance		X	X		X			X	X		X							X	X	X	X	X	
Tilton AWC	X			X		X	X			X		X	X	X	X		X	X				X	

** Greater Manchester AWC includes Bedford AWC, Hooksett AWC, Manchester Meter Reading and one way bid in for AMC and Central Warehouse

Note: Job classifications listed in Eastern and Northern Division have bidding rights by city, town, and operating unit.

EXHIBIT "B"

DUES DEDUCTION

I hereby authorize and direct Public Service Company of New Hampshire to deduct from my pay, Union membership dues in accordance with the following: $((\text{my job classification hourly rate} \times 2) + \text{the per capita dues}) \times 12 \div 24$ or such other amount as may from time to time be certified to the Company as being the current dues voted by members of Local Union No. 1837. This deduction shall be made equally twenty-four times per year and shall be paid to Local Union No. 1837 in accordance with the terms of the collective bargaining agreement between it and the Company now in effect.

This authorization and direction shall be irrevocable for the period of one year or until the termination of the said collective bargaining agreement, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by registered mail by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year, or each applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner.

NEW MEMBER:

WITNESS:

Please print

Please print

Member signature

Witness signature

_____, 20____

EXHIBIT "C"
COMMITTEE ON POLITICAL EDUCATION
(COPE)
Check-Off Authorization

I hereby authorize the company to deduct from my pay the sum of \$_____ each pay period worked and forward that amount to IBEW Political/Legislative Affairs Department. This authorization is signed voluntarily and not out of any fear of reprisal and on the understanding that the IBEW will use the money to make political contributions and expenditures connected with federal, state and local elections and this voluntary authorization may be revoked at any time by notifying the company and the IBEW in writing of a desire to do so. Contributions or gifts to the IBEW political fund are not deductible as charitable contributions for federal income tax purposes.

Date: _____

Signature of Employee _____

Name (Print) _____ Local Union No. _____

Social Security or Employee ID No. _____

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ADDENDUM

Public Service Company of New Hampshire and Local 1837 IBEW

Building Maintenance Mechanic and Attendants Negotiations

Case No. 01-RC-103352

**Public Service Company of New Hampshire and Local 1837 IBEW
Building Maintenance Mechanic and Attendants Negotiations
Case No. 01-RC-103352**

The Building Maintenance Mechanics and Building Service Attendant will be included in the Local 1837 IBEW Utility Group Contract dated June 1, 2013 through and including May 31, 2017 as an Addendum. The employees listed on Attachment “A” will be subject to all Terms, Conditions and Wage adjustments as of the signing of this agreement other than specified in the addendum as outlined below. This addendum will be incorporated in the signing of the June 1, 2017, Collective Bargaining Agreement.

1. The job descriptions for Building Maintenance Mechanic and Building Maintenance Attendant are agreed to and accepted by the parties, copies of which are held and maintained by the PSNH Human Resources Department.
2. **Article V – Working hours:** Unless mutually agreed to from time to time, the normal workweek shall constitute forty hours worked during normal working hours Monday through Friday and the normal workday shall constitute eight (8) hours worked from 7 a.m. to 3:30 p.m. with one half (1/2) hour unpaid for lunch between 12:00 p.m. and 1:00 pm.
3. The parties agree that the above classifications will be shown in Schedule B – Bargaining Unit supporting Greater Manchester AWC** and Schedule C for bidding purposes. Note: The Company at its sole discretion may assign work to the above classification in other work areas outside the Greater Manchester work area.
4. **Seniority –** For the **Building Maintenance Mechanics** seniority date will be established as of June 14, 2013 for seniority only, and the order of seniority will be determined by their date of entry into their classification prior to the NLRB certification.

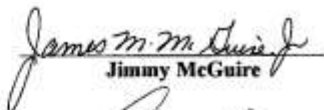
1. Paul Corbeil – 9/13/99
2. Ronald Goguen – 12/02/02
3. Thomas Eaton – 6/09/08

This is a stand alone classification.


Seniority – For the **Building Maintenance Attendant** seniority date will be established as of June 14, 2013 for seniority only.

5. **Fire Retardant Clothing Benefit** - Building Maintenance Mechanic – Will be considered Frequent users. Building Maintenance Attendant – Will be considered Infrequent users.
6. **Article XXIV** - The parties agree that the company will continue the present practice when contracting out work within the facilities organization.
7. **Wages** - Building Maintenance Mechanic
*** Dual License \$33.77; Single License \$33.27; all other increases will be based on the CBA starting in 2014.
*** Dual License = Electrical & Gas Fitter – Electrical & Plumbing – Plumbing & Gas Fitter
The Company will reimburse employees the full cost of Electrical, Plumbing or Gas Fitter renewal fees if required in the performance of his /her job.
8. The Parties agree that Paul Corbeil’s and Thomas Eaton’s rates will be increased to \$33.77 provided they have dual licenses, Ronald Goguen’s rate will be increased to \$33.27, and Royal Paul Malette’s rate will be increased to \$26.01 on the Sunday following the signing of this agreement and will be included in the Schedule of Maximum Wages A in the IBEW Utility Group Contract.
9. The parties agree to move employee, Royal Paul Malette, from his present classification Building Service Attendant to the Building Maintenance Attendant job classification presently established in Local 1837 IBEW Utility Group (Schedule Of Maximum Wages A) provided the Local withdraws all outstanding grievances involving this issue as of the date of this agreement.

For Public Service Company New Hampshire


Jimmy McGuire

For Local 1837 IBEW Utility Group


Tom Ryan

Date: 11-20-13

Attachment A

**Public Service Company of New Hampshire and Local 1837 IBEW
Building Maintenance Mechanic and Attendants Negotiations**

Building Maintenance Mechanic

Paul Corbeil

Ronald Goguen

Thomas Eaton

Building Service Attendant

Royal Paul Malette