

AGREEMENT

BETWEEN

UNITIL SERVICE CORP.

AND

LOCAL UNION No. 1837
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

AUGUST 1, 2013 through MAY 31, 2016



Unitil
Unitil Service Corp.



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PREAMBLE

AGREEMENT made and entered into this 1st day of August, 2013 and between Unitil Service Corp. (USC), a New Hampshire corporation hereinafter referred to as the “Company” or “USC,” and Local Union No. 1837 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the EMPLOYEES OF THE COMPANY who have designated Local Union No. 1837 of the International Brotherhood of Electrical Workers to act for them as their collective bargaining agent, all hereinafter referred to as the “Union,”

WHEREAS, the Union represents the employees of the Company in Central Electric Dispatch and has been designated by said majority to be the exclusive representative of all employees of the said department for the purpose of collective bargaining in respect to rates of pay, hours of work and other conditions of employment, and,

WHEREAS, both the Company and the Union desire to promote harmony and efficiency in the working forces so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company, as a public utility, at all times to provide an adequate and uninterrupted supply of electric service in the territory and communities which it serves,

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

Article 1 - Recognition

The Company recognizes the Union to be the exclusive representative of all full time and regular part time electric system operators (“ESO”) employed at the Portsmouth, NH, location.

Article 2 - Union Security

2.1 – Union Security

All employees who are at present members of the Union or may hereinafter become members of the Union shall remain members of the Union during the term of this Agreement as a condition of their employment by the Company. New employees covered by this Agreement shall be required to apply for membership in the Union at the end of thirty (30) days of continuous employment and remain members of the Union as a condition of their continued employment during the term of this Agreement, and the Union agrees to accept such new employees into membership in the Union in accordance with its By-Laws. The term “member” is understood to be a Union member whose dues are paid in accordance with the By-Laws and Constitution of the Union. The Union may not represent new employees in termination matters until their probationary period is complete.

2.2 - No Discrimination

Employees are covered by the Company's Anti-Harassment/Affirmative Action/Equal Employment Opportunity Policy HR 1.07, dated October 1, 2012. The Company provides equal employment opportunity for all employees regardless of race, color, marital status, religion, age, gender, sexual orientation, national origin, citizenship status, disability or veteran status.

2.3 - Payroll Deduction for Union Dues

The Company agrees to make payroll deductions from each paycheck for Union dues upon written authorization of employees who are Union members with their signatures properly witnessed and to forward monthly the amounts so deducted to the Union. The calculation of dues will be performed according to a dues formula provided by the Union. The Company further agrees to provide on a monthly basis to the Union Business Office a report listing Union members, position titles and dues paid that month.

2.4 - Outside Contractors

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.

Article 3 – Wages

3.1 Schedule of Wages

See Schedule A.

3.2 – New Employees and Probationary Period

All new employees and employees transferring to Union status shall be subject to a six (6) month probationary period during which time the employee may be terminated for any reason. The Company agrees that this clause will not be used to temporarily fill open positions.

The Company may hire new employees in any job classification at any rate of pay down to 15% below the rate for such job classification as shown on the attached Schedule of Wages; provided, however, that if retained in service, the employee must be increased to the rate of pay for the job classification within six (6) months of the date of hire or at such earlier date that the employee becomes fully qualified to perform the duties of the job classification.

3.3 - Promotions

When promoted to a higher level position, the employee will be paid the average of the old wage and new wage for a period of 12 months.

3.4 - Overtime

An additional one times the employee's equivalent hourly rate (annual salary divided by 2080 hours) shall be paid for all hours worked on holidays (observed or actual). The employee shall be paid one and one half times for all hours worked outside of the normal work schedule or two times for unscheduled worked holidays. An employee who works seven (7) consecutive days will be paid double time for all work performed on the seventh day and every day thereafter until the employee has a day off. These overtime premium payments will be paid in the pay period following the work.

Unscheduled overtime not associated with continuous working hours will be offered in the following manner:

1. Utility Period ESO
2. ESO on transition days
3. ESO following employee's Utility Period

3.5 – Shift Stipend

Employees will receive a monthly stipend of \$250 for working a variable shift schedule. This stipend will apply after the completion of the probationary period.

3.6 – Minimum Pay

No employee who reports for work will be required to work less than four hours unless the employee and the supervisor mutually agree to a period of less than four hours.

3.7 – Payment of Salary

Employees are exempt salaried employees and shall be paid monthly on the 25th of the month, or the last workday prior to the 25th when the 25th falls on a holiday or weekend.

Article 4 – Working Hours

4.1– Normal Work Schedule

Dispatchers will work a rotating schedule that may contain a combination of eight (8) or twelve (12) hour shifts. The twelve (12) hour shift will be scheduled between the hours of 0600 and 1800 or 1800 and 0600. Paid meal periods may be taken every four (4) hours when the workload permits. When staffing allows, the Company may schedule a Utility Work Period that will begin with the first day of the 4th scheduled 12-hour week and end on the second night of the 5th scheduled 12-hour week. Thirty two (32) hours of time will be scheduled during this Utility Period and will be scheduled to cover vacation days, sick days, training days, and special projects. When used to cover a dispatching shift, the utility person will assume the schedule being covered. The Company will provide 24 hours' notice for changes to the schedule during

the Utility Period. Unscheduled hours or hours worked greater than 32 hours for the Utility Period will be paid at the overtime rate.

Adjustments to the Posted Utility schedule will be made as needed, as determined by the Company. All adjustments to the schedule will be discussed in advance with the ESOs whenever possible. The Company agrees to accommodate the interests of the Operators to the best of its ability, based on operational needs.

Posted Schedule: The Company will post a weekly schedule for the following year by December 1. The intention is to continue with the then current weekly rotation schedule. The Company may need to modify the Posted Schedule to accommodate extended absences to ensure coverage. The Company will provide seven (7) days' notice for any changes to the weekly Posted Schedule and 24 hours' notice for changes to the Utility Period.

Employees will be paid applicable overtime rates for all hours worked with less than proper notice.

With supervisor approval, employees will be permitted to make personal shift swaps provided there is no additional cost to the Company.

ESOs are considered Exempt Employees. In the event it is determined by the Department of Labor or other regulatory agency that these positions are considered non-exempt, the Company reserves the right to modify the labor agreement during its term. The Union and the Company will convene a committee to negotiate changes to any impacted sections of this Agreement.

4.2 - Holidays

Each employee shall receive 96 hours of holiday time each year and shall be used in whole day increments. The holiday time shall be scheduled the same as vacation time and used at the option of the employees. Holiday time not used by 12/31 shall be forfeited. Employees hired after January 1 will be entitled to holiday hours for any company observed holidays that occur after their probationary period.

4.3 – Vacation Scheduling

Vacations and holidays will be scheduled with supervisor approval. All vacation requests shall be submitted to their supervisor in writing on a form provided by the Company.

Each Employee shall schedule 50% of their total vacation/holiday entitlement including any carry over time during the period from December 1 through January 31. Their desire as to the scheduling of these planned vacation/holidays shall be awarded by seniority. The remainder of their vacation and holiday entitlement may be chosen based on seniority by March 1st. After March 1st all vacation and holidays shall be awarded on a first-come, first-served basis; requests submitted on the same day will be awarded by seniority. All vacation requests will be submitted in writing to their Supervisor on a form provided by the Company.

Except for a Declared Storm Emergency, when an ESO takes 32 hours of vacation during the Utility Period they will not be required to work any time during their posted Utility Period.

Unscheduled vacation days may be taken only with at least 2 weeks advance request. Annually, each employee shall be permitted to take 12 hours of vacation with less than 2 weeks' notice. Employees must give a minimum of 7 days' notice for cancelling vacation unless no other employee has been scheduled to cover.

Employees taking vacation or holiday time will be charged the number of hours scheduled for that day.

During the period of October 1 through December 31, if an approved vacation is cancelled by the Company for any reason, then the employee will have the option of rescheduling the vacation or carrying over the unused time, which would be treated as an exception to the vacation policy limit on carryover time.

A minimum of 20% of the employees will be permitted to be on vacation at a time.

4.4 – Vacation Pay

Provided under Vacation Pay Policy HR 1.20 effective 11/1/2006; Vacation time may be used in half day or whole day increments. Employees must seek prior approval from their supervisor before taking vacation time and all questions regarding vacation leave must be directed to the supervisor, manager or director. Employees may not reclassify vacation time due to illness once the vacation has begun. Employees will be charged for whatever scheduled hours they will be replacing with vacation time (i.e., a 12 hour, or 8 hour day or night).

4.5 – Sick Pay

Employees covered by this Agreement are eligible for the Company's Sick Pay Policy HR 1.46, effective June 1, 2005, and shall be entitled to two weeks sick pay upon completion of three (3) months of service but less than one (1) year of service. After one year of employment, employees will be entitled to apply for short term disability (STD) leave and income benefits described in the Company's Short Term Disability Leave and Income Benefits Policy HR 1.45 and may receive up to twenty-six (26) weeks of STD leave at full pay during a calendar year. Short term disability leave pay will be reduced by the \$400 Weekly Disability Income Benefit that the employee receives from the NEEWBF. The Company will pay the employee their full monthly pay for one (1) month and then begin the \$1,600 per month deduction until it is compensated for overpayment of sick pay. In order to be eligible to receive STD leave and income benefit, an employee must be absent due to personal illness or injury and submit an application for STD income benefits. Employee must also submit a certification from their treating physician indicating that the employee is unable to perform the requirements of their job, with or without reasonable accommodation, and requires STD leave.

The Company shall have the right, in each instance in which an employee claims sick pay under the provision of this Article, to satisfy itself of the fact of sickness requiring absence by the certificate of a competent physician, examination, or otherwise.

4.6 – Sick Time, Bereavement, and Jury Time Off

Employees taking time off for these instances will be charged for the number of hours scheduled for that day.

Article 5 – Working Conditions

5.1 – Meal Allowance

During a major system emergency when it becomes necessary to call-in off-duty employees, or require on-duty employees to perform work outside their scheduled work period, the Company shall provide meals/food under the Company’s Emergency Response Plan.

In addition, if an employee is required to stay for more than one and a half (1½) hours beyond their scheduled work day without notice or is requested to immediately report to work, the Company shall provide the employee with meals/food appropriate for the period of unscheduled time.

5.2 – Residency Requirement

Employee must live within one (1) hour drive of 325 West Road, Portsmouth, NH as determined by standard web-based mapping. Employees are required to maintain such residency as a condition of employment. Existing employees as of August 2, 2013 will be grandfathered at their current residence. In the event they move they are required to move within the 1 hour requirement.

5.3 – Supervisors Working

Supervisors will not customarily perform the same work which is performed by the employee whom they supervise; provided however, that supervisors may perform such work for the purpose of instruction, training, coverage for breaks, and in cases of emergency. Emergencies, for the purpose of this section, shall be defined as including the following descriptions: (1) customer outages; (2) an unexpected occurrence or set of circumstances demanding immediate action which threatens life, limb, property or the continuity of service; (3) assistance with switching or tagging events; or (4) unexpected absences.

5.4 – Company Policies – The following Company Policies apply:

Policy Number	Policy Name	Effective Date
HR 1.07	Anti-Harassment/Equal Employment Opportunity	10/1/2012
HR 1.15	Bereavement Pay	1/1/2012

HR 1.40	Code of Ethics	1/1/2004
HR 1.21	Community Service Benefit	1/1/2012
HR 1.36	Continuation of Benefits on LTD/Medical Leave	1/1/2012
HR 1.49	Crime Victims Leave of Absence	1/1/2006
HR 1.51	Data Privacy	1/1/2012
HR 1.22	Employee Assistance Program	1/1/1998
HR 1.14	Education Assistance	1/1/2013
HR 1.29	Electronic Communications	1/1/2012
HR 1.06	Employee Conduct, Performance and Discipline	1/1/2013
HR 1.30	Employment of Relatives	11/1/2006
HR 1.05	Employment/Termination Categories	5/1/2007
HR 1.01	Family and Medical Leave	8/1/2010
HR 1.27	Jury Duty	11/1/2002
HR 1.09	Length of Service Awards	6/1/2000
HR 1.26	Medical and Dental Insurance Extension	1/1/2012
HR 1.08	Military Leave of Absence	6/1/2005
HR 1.11	Open Door and Conflict Resolution	3/1/2000
HR 1.13	PC Purchase	1/1/2012
HR 1.33	Privacy of Employee Records	11/1/2006
HR 1.39	Re-employment	1/1/2012
HR 1.10	Retirement Awards	1/1/2012
HR 1.04	Sexual Harassment	5/1/2010
HR 1.45	Short Term Disability & Income Benefits	6/1/2005
HR 1.46	Sick Pay	6/1/2005

HR 1.25	Small Necessities Leave	11/1/2002
HR 1.28	Smoke Free Workplace	11/1/2006
HR 1.03	Substance Abuse	1/1/2012
HR 1.34	Unpaid Leave of Absence	1/1/2012
HR 1.20	Vacation Pay	11/1/2006
HR 1.23	Wellness	6/1/2013
HR 1.41	Workplace Violence	11/1/2006

Article 6 – Employee Benefits

Existing employee benefit plans will continue unchanged for the duration of this contract except as noted below. These benefits include:

- Medical Insurance under NEEWBF paid 80% by the Company
- Dental Insurance, included in NEEWBF
- Vision Insurance, included in NEEWBF
- Basic Group Life Insurance equal to 2x base pay, paid 100% by the Company minus the benefit provided by New England Electrical Workers Benefit Fund
- Basic AD&D Insurance equal to 2x base pay, paid 100% by the Company minus the benefit provided by New England Electrical Workers Benefit Fund
- Long Term Disability Insurance equal to 66.7% of base pay, paid 100% by the Company
- If employed prior to 1/1/2010, a Defined Benefit Pension Plan, if elected, plus the standard 401(k) Plan with a 100% match on the first 3% of each employee’s contributions
- If employed on or after 1/1/2010, an Enhanced 401(k) Plan with a 4% Company Contribution plus a 100% match on the first 6% of each employee’s contributions
- Wellness – as described in System Policy HR 1.23 effective 6/1/2012
- Severance Pay – as described in the Unifil Corporation Severance Pay Plan

Article 7 – Grievance and Arbitration

Any dispute or grievance arising during the term of this Agreement, relating to the meaning, interpretation, construction or application of this Agreement shall be settled in the following manner:

Step 1: The grievance shall be submitted in writing to the other party within thirty (30) working days after the Union or the Company became aware of the occurrence of the facts giving rise to the grievance.

Step 2: Within ten (10) working days of such submission as stated in step 1, a meeting shall be arranged at the convenience of all parties between the grievant, department head of the department in which the grievance arises or their designated representative and stewards of said Local Union No. 1837.

Step 3: Their agreement or failure to agree shall be stated in writing and rendered within fifteen (15) working days of the meeting as stated in step 2.

Step 4: If the grievance is not settled in step 3, either party may, within thirty (30) working days of the decision rendered in step 3, appeal in writing for a decision by the Director of the Company and the Business Agent of the union, or a representative designated by them. An international representative of the Union may be present at this step of the grievance procedure only to assist the local Union. They shall render their agreement or failure to agree in writing within fifteen (15) working days of the date of the appeal to them.

Step 5: ARBITRATION: If the Company and the Union are unable to settle a dispute or grievance as above provided, the dispute or grievance may be referred to arbitration by either party within thirty (30) working days from their notice of failure to agree in step 4.

Any grievance not presented in accordance with applicable time limits or other requirements in the steps listed above shall be considered defaulted and settled. The time limits in any of the steps above may be extended by a written mutual agreement of both parties.

Step 6: The Union and Company shall agree upon an arbitrator, but if they are unable to agree upon an arbitrator within ten (10) working days, the arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and conclusively binding upon the parties. The services and expenses of the arbitrator shall be shared equally by the Company and the Union.

Article 8 – Consolidation and Merger

In case of consolidation or merger of the Company with any other company, or sale of all or a substantial part of its properties, the provisions of the Agreement will continue to apply to the extent legally permissible to the employees covered by the terms of this Agreement, and the Company will use its best efforts to require any other Company involved in the consolidation or merger to assume this Agreement to the extent legally possible.

Article 9 – No Strikes or Lockouts

The Union agrees that it will not authorize a strike or work stoppage and the Company agrees that it will not engage in a lockout, 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 paragraph.

Article 10 – Date and Term

This Agreement, when signed by the Company and Local Union or their authorized representatives and approved by the International Office of the Union, shall take effect as of August 1, 2013 with increased wages to take effect in accordance with the Schedule of Wages appended hereto as Schedule A and made a part hereof, and shall remain in effect through May 31, 2016. It shall continue in effect from year to year thereafter, from June 1 of each year through May 31 of the following year, unless changed by mutual agreement or terminated.

The parties agree that any successor to this agreement will have the same termination date as the 2012-2018 contract covering line workers, and other employees.

Employees will be eligible to receive incentive compensation for the Company's 2013 performance. Their incentive compensation will be based on wages earned through July 31, 2013. Effective August 1, 2013, employees covered by this agreement will no longer be eligible for Incentive Compensation.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement this _____ day of _____, 2013.

For Unutil Service Corp.

By: Raymond A. Letourneau, Jr.
Director, Electric Operations

By: George E. Long, Jr.
Vice President, Administration

By: Justin Eisfeller
Director, Energy Measurement & Control

For the employees of Unutil Service Corp. covered by this Agreement and the International Brotherhood of Electrical Workers and Local Union No. 1837.

By: K. Richard Rogers
Business Manager
Local Union No. 1837

By: Thomas F. Ryan
Assistant Business Manager
Local Union No. 1837

By: Michael Pouliot
Steward, USC-CED

Schedule A**

UNITIL SERVICE CORP.

SCHEDULE OF WAGES

Contract period August 1, 2013 – May 31, 2016

Title	Months Progression	Monthly Rate
ESO I	n/a	\$5,484
ESO I-A	12 months	\$5,247
ESO II	12 months	\$5,011
ESO II-A	12 months	\$4,892
ESO III	12 months	\$4,772

	8/1/2013	6/1/2014	6/1/2015
ESO I	\$5,484	\$5841	\$6221
ESO I-A	\$5,247	\$5589	\$5953
ESO II	\$5,011	\$5337	\$5684
ESO II-A	\$4,892	\$5210	\$5549
ESO III	\$4,772	\$5083	\$5413

Name	Current	8/1/2013	6/1/2014	6/1/2015	4/9/2016
Mike Bechard	\$5453.07	\$5453.07	\$5507.60	\$5953	\$6221
Mike Pouliot	\$5638.53	\$5638.53	\$5841	\$6221	n/a
Peter Leger	\$5064.60	\$5,247	\$5841* \$5589 (ESO I-A)	\$6221* \$5953 (ESO I-A)	n/a
Scott Nicol	\$4967.94	\$5,247	\$5841* \$5589 (ESO I-A)	\$6221* \$5953 (ESO I-A)	n/a
Ed Diaz	\$5017.60	\$5,247	\$5841	\$6221	n/a

* Must successfully complete educational requirements prior to progressing to this classification; otherwise employee stays at ESO I-A. All employees must complete educational requirements by June 1, 2016.

** Employees will be eligible to receive a final incentive compensation payment for wages through July 31, 2013.

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