

# AGREEMENT

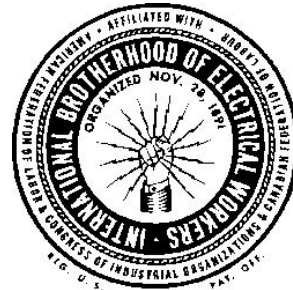
BETWEEN

**Unitil Energy Systems, Inc.**

AND

**LOCAL UNION NO. 1837  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

JUNE 1, 2012 through MAY 31, 2018



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## **PREAMBLE**

AGREEMENT made and entered into this 1<sup>st</sup> day of June, 2012 and between Unitil Energy Systems (UES), a New Hampshire corporation hereinafter referred to as the “Company” or “UES,” and Local Union No. 1837 of 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 a majority of the employees of the Company in the Operations Department, (Lineworkers, and Utility Plant Inspector), Meter & Substation Maintenance Department, (Meter Mechanics, Meter Workers, Substation Maintenance Workers and Line Technician), and Operations Services Department (Stock Clerks, Plant Clerks, Systems Communications Associate, and Utility Maintenance Worker) and has been designated by said majority to be the exclusive representative of all employees of the said departments for the purpose of collective bargaining in respect to rates of pay, wages, 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 OF UNION

### Recognition of Union

The Company recognizes the Union to be the exclusive representative of all employees in the Operations Department, (Lineworkers, Utility Plant Inspector), Meter and Substation Department, (Meter Mechanics, Meter Workers, Substation Maintenance Workers, and Line Technicians), and Operations Services Department (Stock and Plant Clerks, Systems Communications Associate and Utility Maintenance Worker) holding the positions set forth on the attached "Schedule of Wages," Attachment A, for the purpose of collective bargaining. The bargaining unit is comprised of employees employed in Unitil Energy Systems, Inc. which is formerly referred to as "Seacoast (S)" and "Capital (C)" Distribution Operations Centers (DOCs).

# 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 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.

### 2.3 No Discrimination

Employees are covered by the Company's Anti-Harassment/Affirmative Action/Equal Employment Opportunity Policy HR 1.07, dated January 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.

### 2.4 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

**Article 2.4** (continued)

witnessed and to forward monthly the amounts so deducted to the Union (Attachment B). The Company further agrees to provide on a monthly basis to the Chief Steward and the Union Business Office a report listing Union members, position titles and dues paid that month.

**ARTICLE 3**

**WAGES AND HOURS**

3.1 Wages

A. Schedule of Wages

The Schedule of Wages (Attachment A) shall be effective during the life of this Agreement. All paychecks or pay stubs will be distributed to employees at the end of the first shift on Thursday of each week.

B. New Employees

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 straight-time hourly 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 straight time hourly 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.

C. Promotions

An employee promoted to another job classification will be paid during the first six (6) months in the new job classification at an hourly rate which is the average of the rates shown on the attached Schedule of Wages for the employee's prior job classification and the new job classification. Promotions from First Class to Lead job classifications will receive Lead pay immediately. This six (6) month hourly rate of pay is considered a training and/or qualification period in which the employee is required to become qualified for the new job classification prior to being paid the full rate of pay for that new job classification.

D. Overtime

Double time shall be paid for all hours worked on Sunday and holidays and time and one-half paid for all other hours worked outside of the normal work day or week.

E. Pay for Rubber Gloving 34.5 kV

The hourly rate for Lineworkers when performing 34.5 kV rubber gloving is set by adding \$2.00 per hour to the similar Lineworker's wage. If assigned this higher wage rate for any period, the employee shall receive this rate for the normal

**Article 3.1, E (continued)**

eight (8) hours of the day provided the employee's time worked is concurrent or connects with the end of their regular scheduled work hours. Only those employees that are qualified to perform 34.5kV rubber gloving are eligible to receive this added rate of pay. Employees are expected to be fair and reasonable with the applicability of performing 34.5kV gloving.

The Company will assign only 34.5kV rated gloves to normal scheduled work. The Company may assign a non 34.5kV rated glove to a job in the event there are no other 34.5kV rated gloves working. There shall be a minimum of one (1) 34.5kV rated glove on the ground at all times when performing 34.5kV gloving work.

**F. Shift Premium**

Employees required to work the 3 p.m. to 11 p.m. schedule shall receive \$1.00 per hour premium under the terms of the Shift Differential Pay Policy HR 1.19, effective June 1, 2012. This premium will only be paid for hours worked between 3 p.m. and 11 p.m. and if this shift extends into overtime beyond the normal eight (8) hour shift.

**G. Minimum Pay for Employees Called In**

When an employee is called from their homes to work outside their regularly scheduled work hours, the employee shall receive a minimum amount of pay as provided in the two following paragraphs:

If an employee is called from their homes to work outside of their regularly scheduled work hours, the employee will receive a minimum of four (4) hours pay at straight time rates. If called to work between the hours of midnight (12:00) and 5 a.m., the employee will receive a minimum of six (6) hours pay at straight time rates. However, these call out minimums shall not apply when the hours worked are continuous or connects with the employees beginning or end of their normal working hours.

Time will begin immediately upon traveling to report to work and end upon returning home or their first stop upon being released from work not to exceed thirty (30) minutes each way unless such time is continuous with the regular work day or employee takes meal time while en route. Employees are expected to be fair and reasonable when charging for travel time.

When assigned to a scheduled work assignment other than regular working hours and other than the planned weekend overtime denoted in Article 3, section 3.2, E below, employees shall receive an amount not less than that equal to four (4) hours straight time pay when the hours worked for these assignments are before midnight (12:00), and an amount not less than that equal to six (6) hours straight-time pay when the hours worked for these assignments are between midnight (12:00) and 5:00 a.m. However, these scheduled work assignment minimums shall not apply when



**Article 3.1, G (continued)**

the hours worked are concurrent or connects with the employees beginning or end of their regularly scheduled work hours.

Travel time does not apply for scheduled overtime work assignments which include planned weekend overtime, any customer and company related driven work, and emergency storm assignments.

**H. Training Pay**

When mutually agreed to train another employee, the person training the other employee will get lead pay, or \$1.50 per hour when no lead position exists under the Schedule of Wages.

**I. Anticipated Storm Pay**

When an employee is released from work during normal working hours in order to establish a shift and have employees readily available for an anticipated storm, the employee will be paid a storm rate equal to their normal straight time rate during those hours outside of the normally scheduled work day provided other crews are engaged in restoration activities. The storm rate will apply on the first day of the storm only. Released employees are expected to be readily available until the Company notifies them that they no longer are required to remain available. It shall be the sole discretion of the Company to determine when the storm rate has been suspended. The Company will notify employees on the storm rate as soon as practicable that the storm has been suspended and they are no longer required to remain available. If such notification is greater than thirty (30) minutes past the storm rate termination time, the employee will be paid for all time up to notification.

**J. Snow Plowing**

The Company will reimburse an employee the costs associated with snow plowing their personal driveway for their primary residence under the following conditions:

1. The driveway must be owned by and be the primary residence of the employee.
2. Reimbursement will only be provided to those employees while assigned standby duty and for those occasions where employees are working during an emergency storm restoration event.
3. The reimbursement only applies for those employees that hire a third party vendor to plow their driveway. (Employee's that plow, use snow removal machinery, or shovel their own driveway do not qualify for reimbursement).
4. In order to be reimbursed, the employee shall provide the Company with an invoice from the vendor depicting the date(s) of the snow plowing, as well as proof of payment (i.e. cancelled check). A "paid-in-full" invoice is not acceptable proof of payment.
5. The employee shall submit the reimbursement request in a timely manner (no greater than 30 days from the date of the plowing) to their immediate supervisor for approval and processing.

**Article 3.1, J (continued)**

6. It is expected that the employee will exercise reasonable judgment with respect to pricing in selecting a vendor. The company reserves the right to deny reimbursement for excessive snow plowing costs.

**K. Temporary Upgrading**

When an employee is temporarily assigned to a higher wage classification for any period of time, the employee shall receive the rate for such classification provided under Schedule of Wages. Employees temporarily reclassified under this section will continue to receive the rate of pay as long as the conditions for the reclassification continue to exist.

Whenever a Lineworker I is put in charge of a line crew of one or more other employees for any period of time, the employee shall receive the rate of pay of a Lead Lineworker and shall be entitled to said rate of pay as long as the conditions for the reclassification continue to exist.

The Plant Clerk shall be upgraded to the rate of System Communications Associate II during vacancies.

When a line crew composed of two or more employees is performing work, the Lead Lineworker or Lead Line Technician on the crew shall be the employee in charge of the other employee or employees. If there is no Lead Lineworker or Lead Line Technician on the crew, the senior qualified employee on the crew shall be the employee in charge of the other employee or employees unless otherwise designated and shall be temporarily assigned to a higher wage classification and receive the rate for such classification under Schedule of Wages attached. When a project requires two (2) or more line crews and these line crews are not working as an individual unit each crew will have an employee in charge of the other employee or employees. This employee will be a Lead Lineworker or Lead Line Technician. In cases where there is no Lead Lineworker or Lead Line Technician on the crew, the senior qualified employee on the crew shall be the employee in charge of the other employee or employees unless otherwise designated. This employee shall be temporarily assigned to a higher wage classification and receive the rate for such classification under Schedule of Wages attached, as long as the conditions for the reclassification continue to exist.

**L. Temporary Foreman Pay**

Non-supervisory employees assigned the responsibility of performing the duties of a Supervisor shall be designated Temporary Foreman and paid an additional \$1.00 per hour. If an employee is designated as Temporary Foreman for any period, the employee will receive the rate of pay for the entire normal eight (8) hour day.

**Article 3.1 (continued)**

**M. Emergency Storm Work Premium**

It is sometimes necessary to assign outside physical workers for more than twenty-four (24) hours because of severe storms causing extensive interruptions to service. The Area Commander as defined within the Company's Emergency Response Plan (ERP) will determine when this policy goes into effect.

When these employees are so assigned to work for a period of more than twenty-four (24) hours under this policy, including travel time not to exceed 30 minutes each way, the method of payment will be as follows:

1. The outside physical workers so assigned will be paid for working time at the rate of one and one-half times their regular straight time rate and for rest time at their regular straight time rate.
2. The Rest Period as defined in Article 3, Section 3.2 (I) and Working Sixteen (16) or More Hours as defined in Article 3, Section 3.2 (H) will not apply during this emergency work when employees are being paid under M1. above, but every effort will be made to give employees adequate rest time. It is intended that an employee who has worked continuously for sixteen (16) hours be given at least eight (8) hours rest and be paid for this rest time at the employee's regular straight time rate.
3. When the twenty-four (24) hour period has ended and the emergency is over, the normal method of payment and rest time procedures will be in effect.
4. Employees who are called back by the company during the Storm Emergency with less than 8 hours of rest shall be entitled to double time for hours worked during the rest time period, and then receive 8 hrs of paid rest time. At the conclusion of the Storm Emergency, employees called back with less than 8 hours of rest shall be entitled to double time provided they worked 8 or more consecutive hours before being released. Double time will be paid until the employee receives 8 hours of rest.

**N. Off System Storm Pay**

When employees are deployed to provide restoration assistance off the Unitil system, all hours worked shall be paid at double the prevailing rate or double the employee's normal straight time rate, whichever is higher. Rest time will be paid at the straight time rate provided the employee works between the hours of 11:00 pm to 07:00 am.

**3.2 Working Hours**

**A. Normal Work Week**

The normal work week shall be forty (40) hours worked Monday through Friday, and the normal workday shall consist of eight (8) hours worked from 7:00 a.m. to 3:00 p.m. The only break that is authorized is one fifteen (15) minute paid lunch at the worksite.

**Article 3.2 (continued)**

**B. Utility Lineworker Hours**

Utility Lineworker hours shall be Monday through Friday, 7:00 a.m. to 3:00 p.m. (day shift) or 3:00 p.m. to 11:00 p.m. (night shift). Utility Lineworkers shall rotate monthly and equally between work periods. (Note: Other work period rotations may be agreed to by management, provided the cycles are of equal duration.) ). The Company may assign the normally assigned night shift Utility Lineworker to the day shift for the purpose of emergency storm restoration, training, schools, or meetings expected to last until noon, provided a contractor will not be used to fill the night shift vacancy. In the case of training, schools or meetings, the company will notify the scheduled night Utility Lineworker of such change no later than Friday of the week prior to the change. Additionally, the Utility Lineworkers may swap their shifts on occasion for personal reasons provided they communicate such a swap with their Supervisor in advance. Such swaps are not intended to be for periods of time where the equal rotation is compromised.

**C. Standby Clause**

Standby duty consists of two (2) qualified lineworkers making arrangements outside of their regularly scheduled working hours so that they can be reached by telephone or pager within a reasonable driving time from the place the employee normally reports for work. The standby lineworkers may be notified to report to their normal reporting location or trouble location. At least twenty-five percent (25%) of total standby assignments shall be mandatory. For scheduling purposes, there shall be a minimum of one (1) week between primary assignments. By mutual agreement, the Union shall be provided time to prepare and provide the standby assignment schedule for each calendar year and submit it to the Company for approval no less than two (2) weeks prior to the end of each year. Any changes or substitutions to this schedule must be submitted in writing for approval by the Company. If for any reason a vacancy occurs with any assignment the Union shall be responsible for ensuring it is covered.

Standby duty shall be for the hours beginning at the start of their normal working hours on Friday extending through the start of their normal working hours on the following Friday. One standby lineworker shall cover off-hours calls and shall receive thirteen (13) hours of straight time pay plus hours worked, plus three (3) hours of straight time pay for a week in which a holiday falls and the lineworker is on standby the majority of the hours on that holiday. The second lineworker shall cover non-Utility Lineworker hours and shall receive nine (9) hours of straight time pay plus hours worked, plus three (3) hours of straight time pay for a week in which a holiday falls and the lineworker is on standby the majority of the hours on that holiday. If the scheduled Utility Lineworker does not report to work, the second standby lineworker shall be required to cover such hours and shall receive two (2) hours of straight time pay up to eight (8) hours of coverage plus hours worked. The standby lineworkers will be provided with a Company vehicle, cell phone, and pager.

**Article 3.2 (continued)**

**D. Coverage for Utility Lineworker Vacancies**

A vacancy, for the purposes of this section, is defined as any time the scheduled Utility Lineworker does not report for their 3PM to 11 PM work shift. The decision to fill or not fill this vacancy shall be at the discretion of the Company.

The Union and the Company agree that should the Company decide to fill the vacated Utility Lineworker shift, the following shall apply:

- All offers are voluntary.
- First Option: current Utility Lineworkers will be offered 8 hours of OT (night shift) by their order on the OT list.
- Second Option: former Utility Line Workers will be offered 8 hours OT (night shift) by their order on the OT list.
- For multiple day vacancies, no employee will be permitted to substitute for the Utility Lineworker more than two consecutive work days. Working a Friday and a Monday are not considered consecutive work days.

**E. Locating & Marking Underground Facilities**

During the absence of the Utility Plant Inspector, the tasks associated with locating and marking underground facilities will be primarily performed by the Stock Clerk including any applicable overtime call outs with the following conditions:

- The daily assignment of this task during normal working hours will be on a case by case basis dependent upon work requirements within the Stores Department.
- In the event that these work requirements are such that the Stock Clerk cannot perform the locating and marking tasks the Company shall hire an outside contractor to perform the work.
- The Company determines whether or not the Stock Clerk can or cannot perform the locating and marking tasks based on the work requirements in the Stores Department and the volume of locating and marking dig safe tickets.
- It is understood that the majority of the work in the Stores Department will take precedence over the need to perform the work associated with locating and marking underground facilities.
- The Stock Clerk and Utility Plant Inspector will endeavor to communicate with respect to when they will be on vacation or floating holiday.

**Article 3.2 (continued)**

**F. Assignment of Overtime Work**

When practicable, overtime work will be distributed equally among all employees of the department concerned. Those assigned to work on planned overtime will be notified as soon as reasonably possible as to the hours to be worked. In the event that the planned overtime has been scheduled, but has to be cancelled because of bad weather or other causes, the Company will provide notice of cancellation according to the following schedule: .

<u>Overtime Type</u>	<u>Cancellation Notification No later Than:</u>
Weekend Overtime (Sat or Sun)	9:00 AM Friday before overtime work
Weekday Overtime	End of shift day prior to overtime work
Holiday Overtime	9:00 AM last workday prior to overtime work

If the planned overtime is cancelled with less notification than stipulated above, two (2) hours of straight time will be paid. If the planned overtime is cancelled after the employee reports to work, the employee will be paid for the greater of a callout as described in Article 3, section 3.1, G or overtime rates for the hours worked. The Company may, at its discretion, assign alternate work in place of the planned overtime work. Stand-by employees will not be automatically excluded from participation in planned jobs, but the determination to include or exclude a stand-by employee from a given planned job will be made by management in a reasonable and consistent manner. In the cases where the standby employees are excluded, but request to be included, they shall be required to obtain a substitute for their standby coverage prior to signing up for the overtime work.

**G. Assignment of Employees**

The Company reserves the right to limit and assign the number of employees to any planned and scheduled overtime provided the current overtime list is followed.

Nothing in this provision shall be interpreted to interfere with the Company's right to temporarily assign employees to perform work on an emergency basis outside their normally scheduled hours.

**H. Working Sixteen (16) or more hours**

If an employee is required to work sixteen (16) or more consecutive hours, a period of eight (8) hours off will be allowed before returning to work unless an emergency arises which makes it necessary for the Company to call the employee back to work before the expiration of the eight (8) hour period. Employees working over sixteen (16) consecutive hours will be paid double time for the consecutive hours worked beyond sixteen (16). 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. . The employee is expected to take the eight (8) hour period off, unless the employee is specifically informed or requested to report back to work by the Company. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours worked for the purpose of this section. If an employee is called and reports for work

**Article 3.2, H (continued)**

within four (4) hours of the time the employee went off duty or in the case where prior consecutive hours worked were sixteen (16) or greater, within eight (8) hours of the time of going off-duty, the time off will not prevent the hours worked thereafter from being considered as consecutive with the previous hours worked.

**I. Rest Period**

Unless an emergency arises, an employee who is required to work scheduled or unscheduled hours between 11:00 PM and 6:00 AM is entitled to a minimum aggregate of eight (8) hours of rest time between 11:00 PM and the beginning of their normal work schedule. The Utility Lineworker that is normally assigned the night shift (3:00 PM to 11:00 PM, Monday through Friday) shall be entitled to rest time if they are required to work between the hours of 7:00 AM and 2:00 PM with an aggregate of eight (8) hours of rest time between 7:00 AM and the beginning of their normal work schedule. This Utility Lineworker rest time does not apply if the Company assigns the Utility Lineworker normally assigned to the night shift to the day shift as described in Article 3.2, B. If such rest time extends into the employee's normal workday, no reduction in pay will be made for the hours overlapping the normal workday. Rest time extending into the normal work schedule may be taken at the end rather than the beginning of the normal workday unless otherwise established by mutual agreement. If an employee cannot take rest time because of work requirements, the employee shall receive two (2) times their normal straight time rate of pay for all rest time hours worked during their normal work hours.

**J. Holidays**

As used in this section, "Holiday Pay" means eight hours pay at the employee's regular straight time rate of pay.

Holiday Pay is provided under the terms of the Holiday Pay Policy HR 1.24, effective January 1, 2012. Holidays shall be considered to be the following days:

New Year's Day, Memorial Day, Independence Day, Labor Day,  
Veterans' Day, Thanksgiving Day, The Day after Thanksgiving and  
Christmas Day.

Four (4) additional days each year will be designated as "Floating Holidays", subject to the same provisions of this Agreement as any other designated holiday. The approval of all floating holidays will be in accordance with the Company's Policies and Procedures for vacation and floating holiday scheduling.

If a holiday falls on a day on which an employee is not regularly scheduled to work and the employee does not work on such a holiday, the employee shall receive Holiday Pay or by mutual agreement a day off in lieu of such Holiday Pay; provided, however, that the Company shall have no obligation to grant a particular day off if the granting of such day off would require the Company to pay a premium rate of pay to another employee to fill in for the employee taking the day off.

**Article 3.2 (continued)**

**K. Vacation**

Vacation Pay is provided under the terms of the Vacation Pay Policy HR 1.20, effective November 1, 2006. Vacation time may be taken in fifteen (15) minute increments.

*Employee must seek prior approval from their supervisors before taking vacation time and all questions regarding vacation leave should be directed to their immediate supervisor. Employees may not reclassify vacation time due to illness once the vacation has begun.*

The schedule below illustrates the accrual of the vacation leave benefit:

<u>Completed Years of Service</u>	<u>Entitlement</u>	<u>Monthly Accrual</u>
0 - 4 years	2 weeks	.833 days/month
5 - 9 years	3 weeks	1.25 days/month
10 - 19 years	4 weeks	1.67 days/month
20 + years	5 weeks	2.08 days/month

Employees earn the Monthly Accrual if they are employed for the entire month and are not on leave of absence without pay.

**Vacation Scheduling**

Each employee shall have the right during the period from January 1 through April 30 of each year to express in writing their desire as to the scheduling of vacation. The DOC seniority list as defined in Article 6 shall govern the order in which such preferences shall be considered and approved.

Unscheduled vacation days available to an employee and an employee's floating holiday may only be taken upon one (1) week advance request. An employee may take up to forty (40) hours of unscheduled vacation with less than one (1) week advance notice.

Vacation requests have to be scheduled in advance with the employee's immediate supervisor. An employee will receive written or verbal (for cases of very short notice requests) confirmation of their vacation approval or denial within a reasonable time from request.

Approvals of vacation shall be under the terms of the Vacation and Floating Holiday Scheduling and Approvals Policy C.01.1.

An employee may take up to five (5) days of unpaid vacation each year, subject to the same vacation scheduling rules as any paid vacation or floating holiday time. Unpaid vacation may not be carried over to subsequent years. Paid vacation and floating time is not required to be exhausted before using unpaid time.



## ARTICLE 4

### WORKING CONDITIONS

#### 4.1 Inclement Weather

A. Except when heat, cold, rain, snow, humidity, or other severe weather conditions make such work unsafe, or as defined in "a" or "b" below, employees are expected to perform outdoor work during inclement weather. As the severity of inclement weather varies and whether or not work can begin or continue depends, on part, upon the job involved. The manager, or a representative designated by the manager, will determine if weather conditions are such that it warrants cessation of work, consistent with safety. The Company's representative on the job site will be instructed as to what constitutes inclement weather. Employees shall not lose any regular pay because of failure to work outdoors due to inclement weather, except in cases of disciplinary reasons.

1. Except in cases of necessity, emergency, or as set forth herein, Lineworkers shall not be required to do outdoor line work, which exposes them to inclement weather. For the purpose of this section, inclement weather will include extreme cold which shall be considered ten (10) degrees Fahrenheit or minus ten (10) degrees Fahrenheit wind-chill which will be determined by the thermometer at the Company's Distribution Facility.

- a. The following work shall be performed during all weather conditions except when the conditions are such that it would be unsafe to perform the work:
  - i. Installation, maintenance, and replacement of street/flood lights.
  - ii. Company related planned service interruptions. An alternate date shall be scheduled and shall be met if the work is not completed on the original date.
  - iii. Customer requested planned service interruptions. An alternate date will not be scheduled.
- b. Light precipitation assignments shall include, but not be limited to the following:
  - i. Installation, maintenance, and replacement of services, including secondary and transformer installations as necessary to complete these services.
  - ii. Substation work on de-energized or isolated equipment, excluding climbing steel.
  - iii. Motorized patrols.
  - iv. Dead line work.
  - v. Material handling, stocking, delivery, loading, and unloading.
- c. Lineworkers will not be required to work on energized primaries or secondaries, during wet weather, except in emergencies or necessities and while performing work as described in the inclement weather section.

**Article 4.1, A (continued)**

- d. When the temperature reaches ninety (90) degree Fahrenheit, normal line work requiring the use of rubber gloves and/or sleeves will cease.
2. Meter Workers/Meter Mechanics 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 employees. In making this determination, the supervisor along with the employee 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 supervisor will be responsible for making the final decision.

4.2 Meal Allowances:

The Company will make reimbursement payments via payroll if the employee is required to work through meal times outside their normal work hours or scheduled overtime. The meal allowances will be as follows:

- Morning Allowance - \$10.00
- Noon Allowance - \$10.00
- Evening Allowance - \$18.00

A. During days employees are scheduled to work:

1. Morning Allowance: If the employee is called in for work one (1) or more hours before their scheduled work day begins and works into the hour of 6:00 AM to 7:00 AM or if the “night” Utility Lineworker works into the hour of 2:00PM to 3:00PM.
2. Evening Allowance: If the employee is required to continue working two (2) or more hours beyond their regular scheduled work day.

B. During days employees are not scheduled to work.

1. Morning Allowance: If the employee works one (1) continuous hour which includes the hour of 6:00 AM to 8:00 AM.
2. Noon Allowance: If the employee works one (1) continuous hour which includes the hour of 11:30AM to 1:30 PM.
3. Evening Allowance: If the employee works at least one (1) continuous hour which includes at least one (1) hour between 4:30 PM and 6:30 PM.

C. Noon Allowance: At approximately five (5) hour intervals during the remainder of the work period on either scheduled or unscheduled work days. This five (5) hour interval begins at the end of the meal provision period.

D. Morning and Noon Allowance: Employees called in one (1) or more hours prior to their normal start time and whose time is continuous with their normal workday shall be entitled to the meal allowance provided the employee is not released prior to 12:00 noon.

**Article 4.2** (continued)

- E. Employees will be paid for time spent eating when required to return to work after they have eaten. If employees elect to eat after completing a job but before returning to the Operations Center, then they will be paid for one-half (1/2) hour of time to eat.
  
- F. In the event of storms or system emergencies, as declared by the Director, the Company will provide meals as needed in lieu of this policy and the methodology of charging meals to the Company at designated restaurants shall also apply.

Meal allowances must be recorded on an employee's timecard and approved to receive reimbursement for such meal. It is understood that the granting of a meal allowance is the equivalent of providing a meal.

4.3 Tools and Equipment

The Company shall provide Lineworker's equipment consisting of climbing spurs, pads, and straps, body belts and safety straps, pliers, connectors, skinning knives, leather gloves, adjustable wrenches, rules and screwdrivers, and replacement and renewals thereof. All lineworker's equipment shall be and remain the property of the Company. When renewals or replacements are requested, the old equipment must be turned in or its loss satisfactorily explained. All lineworker's equipment shall be left on the property of the Company when not in use.

The Company shall provide coveralls for use in painting or other jobs requiring clothing protection, which shall be kept at such places on the Company's property as the Company decides.

The Company shall provide all reasonably necessary tools for meter department employees.

4.4 Safety Equipment

All reimbursements for safety shoes and safety glasses will be made in accordance with Company Policy HR 1.44, effective June 1, 2012.

- \$200 for safety boots or repair of safety boots with up to a one (1) year carry over. The maximum amount allowed as a balance in an employee's account shall be equal to two times the annual amount, or \$400. Any amount in excess of this maximum shall be forfeited.
- 100% for prescription lenses (including transition lenses); no progression lenses
- \$95 reimbursement towards the cost of frames
- Replacement glasses as needed if damaged on the job
- No coverage for non-prescription lenses.

4.5 Fire Retardant (FR) Clothing

The Company provides the following amounts FR clothing for its operations employees as set forth in the Memorandum of Understanding which is attached hereto as Attachment F.

<u>Department</u>	<u>Initial Allowance</u>	<u>Annual Allowance</u>
Line Department	\$1,100	\$625
Meter Department	\$650	\$425

4.6 Utility Lineworker I

Any employee classified as Lineworker I, II or III as of June 1, 1994, shall not be required to cover the position or hours of the Utility Lineworker I, unless voluntary or unless an employee bids for the position.

4.7 Outside Contractors

Weekly work schedules for the Line Department shall be posted on Friday for the following week.

When Union employees are available and not otherwise assigned, the Company agrees that it will use its best efforts to first offer qualified UES union employees overtime opportunities in both DOCs before having contractor crews perform overtime work. It being understood that this provision will not preclude contractor crews from performing overtime work to finish any jobs in progress or any projects awarded by bid process. This is not intended to limit the Company's right to schedule contract crews during emergency storm restoration or respond to trouble calls during the contract crews normally scheduled working hours.

If contract crews are working a 4-10 hr day schedule and return to work on Friday at company paid overtime, UES crews at the particular DOC will be offered the same number of hours worked by the contractor within 30 days. This provision does not apply for cases where a Utility Lineworker Friday night shift vacancy is filled by a contractor.

During emergency storm restorations the Company will use its best efforts to release all contractor crews prior to the involuntary release of UES crews.

4.8 Supervisor Working

Full time supervisors above the rank of Working Foreperson 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, and in cases of emergency. Emergencies, for the purpose of this section, shall be defined as including the following two descriptions: (1) customer outages or (2) an unexpected occurrence or set of circumstances demanding immediate action which threatens life, limb, property or the continuity of service.

4.9 Rubber Gloving

As of June 25, 1995, the Company may adopt the practice of rubber gloving voltages up to and including 34.5 KV in line work. Any employee classified as Lineworker I, II, or III as

**Article 4.9** (continued)

of June 25, 1995, shall not be required to rubber glove voltages in excess of 15 KV. To the extent the Company requires rubber gloving of voltages between 15 KV and 34.5 KV, the work shall be carried out by volunteers within the Company who have achieved Lineworker I status or by a Lineworker I who is hired after June 25, 1995. Lineworkers who were employees of the Company as of June 25, 1995 who volunteer for the 34.5 KV rubber gloving program shall have the option of leaving the program within one year from the day they volunteer, after the program goes online. The Company upon receipt of written notice of that employee's intent to leave the 34.5 KV rubber gloving program, will immediately remove them from the program. It has been further agreed that the Company will confer with the Union with respect to appropriate safety rules for rubber gloving voltages up to and including 34.5 KV in line work.

4.10 Temporary Assignments Outside the Company's Service Area

Work assignments with utilities outside the Company's service area are voluntary except when the utility is an affiliate of Unitil Corporation. If adequate volunteers cannot be obtained for work assignments at Unitil affiliates, personnel will be assigned, with forty-eight (48) hours' notice except in cases of emergency. Employees will be paid for travel time, and transportation will be provided if requested. The rate of pay shall be in accordance with this agreement. This provision does not apply to assignments classed as nonworking (examples: training, schools, meetings, etc.).

4.11 Residency Requirements

Employees in the following job positions are required to maintain residency within a geographical area, defined as being eighteen (18) mile radius or thirty (30) minute travel time from the UES service building in any direction for either Capital or Seacoast, as a condition of remaining qualified within the specified job positions. This would include all employees required to be on stand-by currently or in the future. The eighteen (18) mile radius or 30 minute travel time shall be determined by distance from the distribution operating center for both Capital and Seacoast.

- Utility Lineworker 1
- Utility Lineworker 2
- Utility Lineworker 3
- Utility Lineworker Apprentice
- Lead Lineworker
- Lineworker 1
- Lineworker 2
- Lineworker 3
- Lineworker Apprentice
- Lead Line Technician
- Line Technician I
- Line Technician II
- Line Technician III
- Line Technician Apprentice

**Article 4.11** (continued)

This geographical agreement will apply to new or current employees accepting positions after June 1, 2005. Employees in the above job positions that were hired prior to June 1, 2005 are required to maintain residency within a geographical area, as a condition of remaining qualified within the specified job positions.

4.12 Residency Requirements – Substation Maintenance Workers

Employees in the following job positions are required to maintain residency within a geographical area, defined as being twenty-five (25) mile radius or forty-five (45) minute travel time from the UES service building in any direction for either Capital or Seacoast, as a condition of remaining qualified within the specified job positions. The twenty-five (25) mile radius or 45 minute travel time shall be determined by distance from the distribution operating center for both Capital and Seacoast.

- Substation Maintenance Worker Lead
- Substation Maintenance Worker 1<sup>st</sup> Class
- Substation Maintenance Worker 2<sup>nd</sup> Class
- Substation Maintenance Worker 3<sup>rd</sup> Class
- Apprentice Substation Maintenance Worker

This geographical agreement will apply to new or current employees accepting positions as Substation Maintenance Workers after June 1, 2012.

4.13 Global Positioning System (GPS)

The Company and Union agree that the Company may install GPS locators in any or all of its vehicles. The Company agrees that GPS information will not be used for disciplinary action for a period of one (1) year following implementation. The Union reserves the right to grieve and arbitrate any and all related discipline.

## **ARTICLE 5**

### **EMPLOYEE BENEFITS**

5.1 Group Insurance

During the effective period of this Agreement, the Company will maintain group insurance coverages as follows:

- Life
- Accidental Death and Dismemberment
- Dental
- Long Term Disability and
- Medical.

The Company reserves the right to change insurance carriers at any time, so long as the financial benefits provided by any new carrier are at least equal to those currently provided, and agrees that no change in the group insurance plan will be made without prior notification to the Union. Appropriate details of the terms of the existing underlying

**Article 5.1** (continued)

contracts with the NEEWBF and CIGNA are attached hereto (Attachment C) and contained in the Plans' Summary Plan Descriptions, copies of which will be provided to all employees covered by this Agreement and to the Local Union, all of which are incorporated herein by reference. Copies of the NEEWFB Summary Plan Description (SPD) are available from the union.

5.2 Retirement Plans

During the effective period of this Agreement, the Company will provide retirement benefits in accordance with the Unitil Corporation Retirement Plan and/or the Unitil Corporation Tax Deferred Savings and Investment 401(k) Plan, the appropriate details of which are attached hereto (Attachment D) and contained in the Summary Plan Descriptions, copies of which will be provided to all eligible employees covered by this Agreement and to the Local Union, all of which are incorporated herein by reference. The Company agrees that no change in the retirement plan will be made without prior notification to the Union.

- A. Employees hired prior to June 1, 2012, shall have a choice of either:
  - The defined benefit pension plan and the 401(k) plan, or
  - A frozen pension benefit based on the years of services and average monthly wages as of 12/31/12, plus an enhanced 401(k) plan.
- B. Employees hired on or after June 1, 2012, may participate in the Company's enhanced 401(k) plan.

5.3 Wellness

Employees covered by this Agreement are eligible for the Company's Wellness Policy HR 1.23, effective January 1, 2012, and will reimburse employees up to \$200 per calendar year for out-of-pocket expenses directly related to the employee's personal exercise facilities membership, exercise classes, weight control programs, smoking cessation programs, and other fitness-related activities and exercise equipment.

5.4 Medical Examinations

The Company is responsible for scheduling medical examinations for employees that are required to maintain a commercial driver's license in order to fulfill the minimum requirements of their position descriptions. Such exams will be scheduled at the beginning or end of the employee's normal working hours. The cost of the exams will be paid 100% by the Company.

Employees wishing to use their own physician may do so. The Company will provide two hours of time off at either the beginning or end of the employee's normal working hours and the Company will reimburse the employee for the co-pay amount that the employee is charged for such physical. However, should the employee fail to have a DOT physical examination with their own physician prior to the date of the Company scheduled examination, the employee will be required to have their examination as scheduled by the Company.

5.5 Drivers' Licenses

The Company will reimburse all employees who are required to have a valid driver's license for their job position, the full amount of the cost of the license, including commercial driver's licenses.

5.6 Military Leave

Employees are eligible for the Company's Military Leave of Absence Policy HR 1.08, effective June 1, 2005, which allows for two (2) weeks off with pay for military training leave and twelve (12) months off with pay if an employee is activated as a result of a call-up order.

5.7 Jury Duty

Employees that have been selected for jury duty and are required to report to such duty at 9:00 a.m. or sooner, will not be required to report to work for the hours prior to the start of the jury duty. Employees are eligible for the Company's Jury Duty Policy HR 1.27, effective June 1, 2005, which allows for unlimited time off with pay if an employee is required to serve as a member of a jury or subpoenaed to appear in court in a capacity other than a plaintiff or defendant.

5.8 Leave of Absence

Personal Reasons: Employees are eligible for the Company's Unpaid Leave of Absence Policy HR 1.34, effective January 1, 2012, which allows for up to six (6) months off, unpaid, for personal reasons that do not qualify under other leave policies.

Union Officials: Time off without pay shall be granted, upon request of the Union, to Union officials and/or duly elected delegates to attend the International Convention, for the purpose of attending Conventions of IBEW, or to attend other conferences involving the local Union, provided that (a) the absence of the employee shall not, in the opinion of the Company, interfere with the Company's operations or cause undue hardships 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 two (2) weeks in advance. The maximum duration per occurrence is to be one (1) week. Union officials will be provided time as requested from time to time to perform Union business on a mutually acceptable time schedule.

5.9 Absence Due to Death in the Family

Employees are eligible for the Company's Bereavement Pay Policy HR 1.15, effective January 1, 2012, which allows for up to three (3) days off with pay for a death in the family.

In order to take more than one day of bereavement, employees will be required to provide a copy of the obituary or notice of memorial service.

5.10 Direct Deposit

The Company agrees to offer direct deposit to employees upon written authorization by employees.



## ARTICLE 6

### PROMOTIONS, DEMOTIONS AND FURLOUGHS

#### 6.1 Promotions

Selection of regular employees for promotion within the bargaining unit, for demotion or furloughing because of a reduction in forces, shall be based upon qualifications and seniority. If the employee is qualified for the job in cases of promotion and demotion, seniority shall govern. In cases of furloughing, seniority shall govern. 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. The determination by the Company as to qualifications for promotions to supervisors shall not be subject to arbitration under Article X. Seniority as used in this agreement for purposes of promotion, demotion, bumping, furloughing or lay-offs shall mean length of continuous service in one or more of the job classifications listed in schedule of wages and represented by IBEW Local 1837 within the DOC. There shall be a seniority list for each DOC. For bidding purposes seniority and qualification within the DOC where the vacancy exists determines selection. If no represented employee bids or qualifies in the DOC where the vacancy exists, seniority and qualification in the other DOC determines selection. No outside applicant will be considered for a vacancy in the bargaining unit until employees in both DOC's have first had the opportunity to bid. For the purposes of promotions to certain positions having defined progression steps, employees shall be required to successfully complete a training program prior to being promoted to higher classifications. Successful completion shall be determined by passing written tests and the ability to demonstrate proper working techniques and practices.

#### 6.2 Furloughs

If and when there is an addition in forces in any department covered by this Agreement, employees who have been furloughed from such department shall be given preference over other persons, and employees who have been furloughed from any other department covered by this Agreement shall be given preference over persons not formerly in the employ of the Company, if in either case they are qualified as provided in this Article.

#### 6.3 Retrogression

If a regular full-time employee becomes partially incapacitated by reason of age or disability (provided that such disability [1] did not arise 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] did not arise during the course of or as a result of the employee's activity as an independent contractor on a regular basis, or [3] was not deliberately caused by or contributed to by the voluntary act of the employee) and thus is unable to perform fully the duties of the job classification, the Company will endeavor to give other work by placing the employee in the highest classification in which the employee is able to perform the work assigned and in which there is an available opening.

**Article 6.3 (continued)**

The employee shall be given a reasonable opportunity for training to fill an available job which carries a rate of pay more nearly equal to the original rate, and if the employee becomes qualified for such available job, shall be placed in the classification. An assignment made under this Article shall continue until the employee's normal retirement date, provided that the employee remains qualified to perform the duties required of the 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 those 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>
20 or more	100%
15 – 19	90%
10 – 14	80%

**6.4 Termination Pay**

If an employee's employment with the Company is terminated due to a reduction in work force resulting from automation or the closing of an operation, the employee shall, unless the employee is retired with pension benefits under the Retirement Plan, be entitled to receive one week's pay for each six months (calculated to the nearest six month period) of service with the Company, provided, however, that an employee receiving termination pay shall not be entitled to be rehired under the provisions of Article 6, section 6.2. A Union employee who is terminated will have the option to defer termination pay for up to one year.

**6.5 New Positions**

A. When a vacancy or the creation of a new position necessitates promotion of any employee, or hiring a new employee, the Company shall post notices at locations accessible to the employees, such notices to remain posted for two weeks, within which time employees may apply in writing to the supervisor or official of the Company designated in the notice. The notices shall set forth the classification of the position to be filled, an outline of the duties, the hours and days of work, and wage rate, the date on which the notice is posted and the last day for filing applications. Applicants who have special qualifications may describe such qualifications briefly in their applications. If the Company decides not to fill a vacancy, it will so notify the Union within two (2)

**Article 6.5, A (continued)**

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.

- B. The Company may assign anyone to fill a vacancy or new position temporarily pending the posting of notices and the consideration of applications. If the assignment to a vacancy or new position is greater than twenty-four (24) hours and up to one hundred twenty (120) hours, the Company shall request volunteers. This voluntary request will be made to the qualified employees starting with those with the most Union seniority the one hundred twenty (120) hours the Company and Union shall mutually agree to rotating qualified employees for this assignment.
- C. 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.
- D. When an employee is promoted or transferred to another position but fails to qualify within six (6) months, the employee shall be reassigned to the class from which the employee was promoted or transferred. If the Company determines that the employee is qualified to perform the work in the class to which the employee was promoted or transferred, but the employee desires to return to the previous class of work, the Company shall not reassign the employee until there is a vacancy in such previous class.

**ARTICLE 7**

**SUSPENSIONS AND DISCHARGES**

Upon written request of the Union made within seven (7) days from the date upon which an employee has been suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request in writing, the Company will inform the Union of the reason for the suspension or discharge. The hearing will be conducted by the department head or superior officer of the Company, and if 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 9 herein.

**ARTICLE 8**

**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 9

### ADJUSTMENT OF DISPUTES AND GRIEVANCES AND ARBITRATION

#### 9.1 Step Process:

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.

- 9.2 Agreement Arbitration:  
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.
- 9.3 Meeting Obligations:  
The managers of the Company and stewards of the said local 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.
- 9.4 Union Negotiating Committee  
Union agrees to limit future negotiating committee to two (2) paid representatives from each Operating Center.
- 9.5 Meeting Requirements:  
All meetings between the managers of the Company and the stewards of the Union shall be held at the Company office at the convenience of both parties, if possible.

## **ARTICLE 10**

### **NOTICES AND REQUESTS**

- 10.1 Mailing Requirement  
Except where specifically provided otherwise herein, all notices and requests shall be deemed to have been fully and completely served or made by the Company when sent by certified mail addressed to the Business/Assistant Business Manager at the IBEW Local 1837, 680 Central Ave, Suite 202, Dover, NH 03820 with a copy to be sent to the Chief Steward at his/her current home address, and by the Union when sent by certified mail to the appropriate location, either to Unitil Energy Systems, Inc., at 1 McGuire Street, Concord, New Hampshire 03301, or to Unitil Energy Systems, Inc., 114 Drinkwater Road, Kensington, NH 03833, unless either party hereto shall give notice of a different address at least five (5) days before any such notice or request is mailed.
- 10.2 Bulletin Boards  
The Company shall permit reasonable use of bulletin boards for posting officially signed Union bulletins.

## **ARTICLE 11**

### **UNION AGREEMENT**

The Union agrees that its members employed by the Company will work for the Company upon the terms and conditions set forth in this Agreement during its life

## ARTICLE 12

### DISABILITY BENEFITS AND SAFETY

#### 12.1 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 Company 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 weekly pay for four (4) weeks and then begin the \$400.00 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 his or her treating physician indicating that the employee is unable to perform the requirements of his or her job, with or without reasonable accommodation, and requires an 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.

#### 12.2 Worker's Compensation

Time lost on account of industrial accident will not be regarded as sickness. The Company agrees to pay, during disability due to industrial accidents, the difference between the amount of compensation from Worker's Compensation and full pay in accordance with the Sick Pay and Short Term Disability Policies described in Section 12.1, with the exception of the allowance for employees with less than one year of service. Employees with less than one year of service will be eligible for twenty-six (26) weeks of supplemental pay under this Article. If any employee's sickness and/or injury is/are the result of an action of a third party, the employee shall assist the Company in recovering sick pay and other associated costs from the third party.

#### 12.3 Safety

The Company will continue to make reasonable regulations for the safety and health of its' employees during their hours of employment. The Company's Safety Program shall provide for the involvement of the Union in its' various aspects, including courses of action to avoid personal injury and damage to equipment, the proper use of materials, review of safety instructions, accidents, first aid measures, and to provide input through the Company Safety Committees for modification and/or adoption of safety instructions. Representatives of the Company and the Union shall meet from time to time at the request of either party to discuss such regulations and programs.

**Article 12.3 (continued)**

The Company hereby retains the right to require an employee to submit to a reasonable medical examination by a physician, who shall be mutually agreed upon between the Company and the Union, if the Company has a reasonable belief that the employee's physical or mental condition is placing the employee or others in jeopardy.

**ARTICLE 13**

**CONSOLIDATION OR 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 14**

**NO DISCRIMINATION**

Employees are covered by the Company's Anti-Harassment/Affirmative Action/Equal Employment Opportunity Policy HR 1.07, dated January 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.

**ARTICLE 15**

**DATE AND TERM – TERMINATION – AMENDMENT**

15.1 Effective 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 June 1, 2012 with increased wages to take effect in accordance with the Schedule of Wages appended hereto as Attachment A and made a part hereof, and shall remain in effect through May 31, 2018. 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 or terminated in the manner provided herein.

15.2 Negotiations – Changes or Termination

Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to May 31<sup>st</sup> of any year after 2018. When notice for changes only is given, the nature of changes desired shall be specified in the notice; however, the listing of changes shall not preclude submission of other changes desired during negotiation. If the parties cannot agree upon changes, either party shall have a right to terminate the contract.

15.3 Amending Agreement During Term

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union.

15.4 Special Provisions

In the event State or Federal legislation is enacted that would mandate a change that conflicts with this agreement or benefits program, the State or Federal legislation will govern.

In the event of any conflict between acts of past practice and specific items covered in this Agreement, the Agreement will govern.



IN TESTIMONY WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

For Unitil Energy Systems, Inc.

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

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

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For the employees of Unitil Energy Systems, Inc. covered by this Agreement and  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND LOCAL UNION  
NO. 1837.

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

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By: Donald M. Palmer, II  
Chief Steward, UES, Seacoast

---

By: Scott MacDougall  
Assistant Steward, UES, Seacoast

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By: Robert McNeff  
Chief Steward, UES, Capital

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By: Chad Streeter  
Assistant Steward, UES, Capital

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## ATTACHMENT A

### UNITIL ENERGY SYSTEMS, INC

#### SCHEDULE OF WAGES

Contract period June 1, 2012 through May 31, 2018

<u>Wage Schedule</u>	<u>5/27/12</u>	<u>5/26/13</u>	<u>6/1/14</u>	<u>5/31/15</u>	<u>5/29/16</u>	<u>5/28/17</u>
Utility Lineworker I	\$36.33	\$37.78	\$38.91	\$40.08	\$41.28	\$42.52
Utility Lineworker II (2 yr tr)*	\$30.33	\$31.24	\$32.18	\$33.15	\$34.14	\$35.16
Utility Lineworker III (1 yr tr)*	\$25.88	\$26.66	\$27.46	\$28.28	\$29.13	\$30.01
Utility Lineworker Apprentice (1 yr tr)*	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30
Lead Lineworker	\$37.12	\$39.01	\$40.18	\$41.38	\$42.62	\$43.90
Lineworker I	\$34.83	\$36.24	\$37.33	\$38.45	\$39.60	\$40.79
Lineworker II (2 yr tr)*	\$29.73	\$30.62	\$31.54	\$32.48	\$33.46	\$34.46
Lineworker III (1 yr tr)*	\$25.28	\$26.03	\$26.82	\$27.62	\$28.45	\$29.30
Lineworker Apprentice (1 yr tr)*	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30
Lead Line Technician	\$38.08	\$39.99	\$41.19	\$42.43	\$43.70	\$45.01
Line Technician I	\$35.47	\$36.90	\$38.00	\$39.14	\$40.32	\$41.53
Line Technician II (2 yr tr)*	\$30.24	\$31.15	\$32.08	\$33.04	\$34.04	\$35.06
Line Technician III (1 yr tr)*	\$25.61	\$26.37	\$27.17	\$27.98	\$28.82	\$29.68
Line Technician Apprentice (1 yr tr)*	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30
Lead Substation Maintenance Worker	\$35.76	\$36.83	\$37.94	\$39.08	\$40.25	\$41.46
Substation Maintenance Worker I	\$33.78	\$34.79	\$35.84	\$36.91	\$38.02	\$39.16
Substation Maint. Worker II (2 yr tr)*	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.75
Substation Maint. Worker III (1 yr tr)*	\$24.70	\$25.44	\$26.20	\$26.99	\$27.80	\$28.63
Apprentice Sub. Maint. Worker (1 yr tr)*	\$23.70	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47
Lead Meter Mechanic	\$33.96	\$35.75	\$36.82	\$37.93	\$39.07	\$40.24
Meter Mechanic I	\$31.83	\$33.30	\$34.30	\$35.32	\$36.38	\$37.48
Meter Mechanic II (2 yr tr)*	\$27.06	\$27.87	\$28.71	\$29.57	\$30.45	\$31.37
Meter Mechanic III (1 yr tr)*	\$24.68	\$25.42	\$26.18	\$26.97	\$27.78	\$28.61
Meter Worker	\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83
Utility Maintenance Worker	\$24.97	\$25.72	\$26.49	\$27.28	\$28.10	\$28.94
Utility Plant Inspector	\$25.98	\$27.01	\$27.82	\$28.66	\$29.52	\$30.40
Systems Communication Assoc I **	\$24.26	\$24.98	\$25.73	\$26.51	\$27.03	\$28.12
Systems Comm. Assoc II (1 yr tr)*	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81
Stock Clerk I	\$25.98	\$27.01	\$27.82	\$28.66	\$29.52	\$30.40
Stock Clerk II (1 yr tr)*	\$21.97	\$22.63	\$23.31	\$24.01	\$24.73	\$25.47
Plant Clerk **	\$22.22	\$22.88	\$23.57	\$24.28	\$25.01	\$25.76
Asst. Plant Clerk **	\$19.97	\$20.57	\$21.19	\$21.82	\$22.48	\$23.15

\* Training positions for progression to next classification. Must successfully complete an approved training program before progressing to the next step.

\*\* Seacoast Only

**Inactive Positions:**

**Wage as of 5/30/04**

Lineworker I-RG 34.5KV	27.71
Operations Technician I	23.19
Operations Technician II	20.83
Operations Apprentice	18.29
Automobile Mechanic I	23.69
Maintenance Worker	20.21
Utility Maintenance Worker	19.49
Operations Office Clerk	14.12

## **ATTACHMENT B**

### **DUES DEDUCTION**

I hereby authorize and direct the Company to deduct from my pay, Union Membership dues in accordance with the following:  $\{ \text{my job classification hourly rate} \times 2 + \text{a flat dollar amount as notified by the IBEW (currently } \$15.00 \times 12 \div 52 \}$  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 from each paycheck 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.

**EMPLOYEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\*May change during term of contract.

**ATTACHMENT C**  
**UNITIL ENERGY SYSTEMS**  
**GROUP INSURANCE**

There shall be maintained a Group Insurance program with the following benefits:

Basic Term Life Insurance Plan

Employees are eligible for group life insurance coverage equivalent to two times their base pay (basic hourly wage times 2080) rounded to the next higher full thousand minus the benefit provided by New England Electrical Workers Benefit Fund (NEEWBF.) The Company pays the insurance premium cost.

Accidental Death and Dismemberment

Employees are eligible for accidental death and dismemberment coverages up to a maximum of one (1) times their base pay (as described above), rounded to the next higher full thousand. The Company pays the insurance premium cost.

Insurance After Retirement

Employees who retire from active service may continue group life insurance of \$10,000. The Company pays insurance premium cost.

Long-Term Disability Insurance

Employees are eligible for long-term disability insurance coverage equal to 66.7% of their base pay (as defined above). The waiting period to begin collecting benefits is one hundred and eighty (180) calendar days of disability. Benefits are payable for two (2) years if the Employee is disabled from performing their own occupation, or to age sixty-five (65) if the Employee is totally and permanently disabled from performing any occupation. Benefits from the plan are offset by other sources of disability income. Employees become eligible for coverage on the first of the month following completion of one (1) year of service.

While collecting LTD benefits, an employee's other benefits will continue as specified in the Company Policy on Continuation of Benefits While on Long Term Disability/Extended Medical Leave of Absence, HR 1.36, effective January 1, 2012.

If an employee dies, medical and dental insurance coverage will be continued for the employee's spouse and dependent children for up to six (6) months under the terms of the Medical and Dental Insurance Extension Policy HR 1.26, effective January 1, 2012.

Medical Insurance and Group Dental Insurance

The Company will provide employees with coverage under the New England Electrical Workers Benefits Fund (NEEWBF). Plan description documents are available from the Union. Effective January 1, 2013, the employees' premium cost sharing for benefits under the New England Electrical Workers Benefit Fund (NEEWBF) are as follows:

### **Employee Percentage of Total Premium – Effective January 1**

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
16%	17%	18%	19%	20%	20%

Dental insurance, retiree medical insurance, life insurance, AD&D insurance and vision insurance are also provided by NEEWBF and are included in the premiums.. Retirees under sixty-five will be covered by the same medical plan as the actives and retirees over sixty-five will be covered by a Medicare Supplement plan provided through the NEEWBF. All employees who retire on or after the effective date of this contract will be required to contribute toward the cost of insurance at the same rate as active employees on the date they retire.. For all employees hired on or after June 1, 2012, no post-65 retiree medical coverage will be provided.

#### Supplemental Group Term Life Insurance

Employees will have the option of purchasing supplemental group term life insurance equal to 1x, 2x or 3x their base pay (hourly wage times 2080), and pay the premiums through payroll deduction. The first \$100,000 coverage will be issued without any evidence of insurability if the employee signs up for coverage when initially eligible. Evidence of insurability may be required by the insurance company:

- 1) If the employee declines coverage and later decides to enroll in the plan after the initial eligibility period,
- 2) If the employee decides to increase coverage as a multiple of base pay, or
- 3) For any coverage exceeding \$100,000.

#### Supplemental Accidental Death and Dismemberment

Employees will have the option of purchasing individual or family supplemental accidental death and dismemberment insurance in increments of \$10,000 and pay the premiums through payroll deduction. Maximum coverage is \$300,000.

#### Long Term Care Insurance

Employees will have the option of purchasing long term care insurance for nursing home and home health care benefits. Such policies can cover the employee, the employee's spouse, parents or in-laws, and the employee will receive the benefit of a group discount and pay the premiums through payroll deduction. Employees will have the opportunity to design individual policies that meet their individual needs.

This benefit summary is for informational purposes only. The benefits are described more fully in the applicable master group insurance policy. The extent of coverage for each individual is governed at all times by that document. In the event of any conflict between this summary and the plan documents, the plan document will govern.

While the Company expects to continue indefinitely the benefits provided under these plans, it agrees to continue them only for the term of the Contract with employees of Unitil Energy Systems, Inc. covered by the Agreement and International Brotherhood of Electrical Workers and Local Union No. 1837, dated June 1, 2012.

**ATTACHMENT D**  
**UNITIL ENERGY SYSTEMS**  
**RETIREMENT PLANS**

Retirement Plans –

Employees hired prior to June 1, 2012 shall have a choice of either:

1. The defined benefit pension plan and employees savings plan as described in detail in the respective Plan Documents and briefly outlined below, or
2. A frozen pension plan benefit based on the years of service and average monthly wages as of 12/31/2012, plus an Enhanced 401(K) Plan as described below.

Pension Plan

Eligibility

Any employee of the Company who was hired prior to June 1, 2012 and who chooses to remain in the defined benefit pension plan shall or may retire on a retirement benefit subject to the provisions and conditions hereinafter set forth:

1. After five (5) years of service, an eligible employee who has attained the Normal Retirement Date (first day of the month in which occurs an employee's 65<sup>th</sup> birthday) and ceases active service with the Company shall be entitled to a pension.
2. An eligible employee shall be entitled to a disability retirement benefit if the employee has completed fifteen (15) or more years of Credited Service (excluding service before age eighteen (18)) and becomes totally and permanently disabled. In order to be eligible for a disability pension the employee must:
  - a. Be totally and permanently prevented from engaging in any occupation or employment for wages or profit.
  - b. The disability must not have been incurred while the employee was engaged in:
    - (1) criminal act
    - (2) service in the armed forces
    - (3) habitual drunkenness or addiction to a narcotic
    - (4) intentional self-inflicted injury
    - (5) act or disease resulting during the course of employment with an employer other than the Company.

- c. Further, that the disability pension may be discontinued should the employee refuse to be examined by a physician designated by the plan. The pension would be computed on the basis of the Credited Service and Average Monthly Wages at the time of the disability retirement. Such pension shall commence on the employee's Normal Retirement date. On each January 1<sup>st</sup> prior to the Employee's Normal Retirement Date the monthly pension payable to a disabled employee shall be increased to reflect an additional year of Credited Service which would have accrued to the employee.
3. An eligible employee with fifteen (15) years of Vested Service and who has attained age fifty-five (55) may elect to retire on an Early Retirement Date, which may be the first day of any month thereafter prior to the employee's Normal Retirement Date. The Company requests that the employee notify the Company in writing at least ninety (90) days prior to such date of intention to retire early.
4. An eligible employee who has attained a minimum age of fifty-five (55) and whose age in years plus years of service equals or exceeds eighty-five (85) may retire with an unreduced benefit. This is referred to as "Rule of 85."

#### Determination of Amount of Normal Retirement Benefits

##### A. Basis

The basis for the computation of the amount of the retirement benefit shall be the eligible employee's highest average monthly wages for any consecutive sixty (60) month period during the employee's last twenty (20) years of Credited Service.

##### B. Amount

Based upon average monthly wages determined as above stated, the eligible employee shall be eligible for a monthly retirement benefit payable in advance, computed as follows:

1. For each of the first twenty (20) full years of Credited Service – 2% of said average monthly wage.
2. For each full year of Credited Service in excess of twenty (20) full years and not in excess of thirty (30) full years: an additional 1% of said average monthly wages.
3. For each full year of Credited Service in excess of thirty (30) years: an additional ½ of 1% of said average monthly wages reduced by:
4. 50% of such employee's Primary Social Security Benefit Payable under the Federal Social Security Act in effect on December 31, 1970 and:
5. The amount of monthly retirement benefit, if any, to which the employee is entitled under any retirement plan maintained by a former employer for which credit is given under the Plan.



Determination of Amount of Early Retirement Benefits

The monthly amount of Early Retirement Benefit payable to an eligible employee retiring on an Early Retirement Date shall be equal to the employee's Normal Retirement Benefit based on Credited Service to the Early Retirement Date, reduced on the basis of one of the following schedules:

<b>Early Retirement Age</b>	<b>Percent Reduction of Normal Retirement Benefits:</b>	<b>Percent Reduction of Normal Retirement Benefits:</b>
	<b>Age &amp; Service Less than 85</b>	<b>Age &amp; Service 85 or more</b>
<b>64</b>	<b>0%</b>	<b>0%</b>
<b>63</b>	<b>0%</b>	<b>0%</b>
<b>62</b>	<b>0%</b>	<b>0%</b>
<b>61</b>	<b>0%</b>	<b>0%</b>
<b>60</b>	<b>0%</b>	<b>0%</b>
<b>59</b>	<b>5%</b>	<b>0%</b>
<b>58</b>	<b>10%</b>	<b>0%</b>
<b>57</b>	<b>15%</b>	<b>0%</b>
<b>56</b>	<b>20%</b>	<b>0%</b>
<b>55</b>	<b>25%</b>	<b>0%</b>

Normal Form of Benefits

A. Monthly Annuity for Life

An eligible employee who is unmarried at retirement will receive a retirement benefit as a monthly annuity for as long as the employee lives. Upon death, no death benefits will be payable to any beneficiary.

B. Joint and Survivor Annuity with Spouse

An eligible employee who is married at retirement and who does not elect to receive the retirement benefit as a monthly annuity for life, or as one of the Optional Forms of Benefits, will receive an actuarially reduced benefit for as long as the employee lives with (50%) of such reduced benefit payable after death to the employee's spouse for as long as such spouse lives. The reduction is based upon the life expectancies of the employee and spouse on the employee's retirement date.

Optional Form of Benefits

A. Contingent Annuitant Option

An eligible employee may elect, instead of a retirement benefit as heretofore provided, to have reduced retirement benefits made commencing on the eligible employee's retirement date and after death such reduced payments, or any lesser amount selected by the employee, will be continued to the designated beneficiary, if living after the employee's death, for the beneficiary's lifetime.

B. Ten (10) Year Certain and Life Annuity

An eligible employee may elect that the retirement benefit, payable on the retirement date, be reduced with the guarantee that not less than one hundred and twenty (120)

monthly payments will be made either to the employee or the named surviving beneficiary.

C. Five (5) Year Certain and Life Annuity

An eligible employee may elect that the retirement benefit, payable on the retirement date, be reduced with the guarantee that not less than sixty (60) monthly payments will be made either to the employee or the named surviving beneficiary.

If any of the above options are elected, the provisions for minimum annual retirement benefit shall only apply prior to any reductions under the above options.

Minimum Retirement Benefit

In no event will the Company pay any eligible employee who retires with fifteen (15) years of Vested Service an annual normal retirement benefit of less than \$1,200 in addition to such sums, if any, as the employee may receive as "Primary Insurance Benefits" under the Federal Social Security Act and as unemployment compensation.

Spouse's Benefits

A Spouse's Benefit shall be payable to an eligible employee's spouse in the event of the employee's death prior to the Normal Retirement Date, provided as least fifteen (15) years of Vested Service was completed and has been married to the surviving spouse for at least one (1) year.

The monthly amount of the eligible Spouse's Benefit shall be one-half of the amount of Retirement Benefit which would have been payable had the deceased employee retired, rather than died, on the day before death, reduced, however, by 1% for each full year in excess of two (2) by which the deceased employee's age exceeds the spouse's age. A minimum of \$50.00 per month shall be payable.

Spouse's Benefit payments shall terminate with the last payment due preceding death.

Deferred Termination Benefit

An eligible Employee who terminates employment after five (5) or more years of Vested Service shall be entitled to a Deferred Termination Benefit equal to that portion of the Normal Retirement Benefit accrued to the date employment terminates. A Deferred Termination Benefit shall commence on an employee's Normal Retirement Date. A reduced Deferred Termination Benefit is available as early as age fifty-five (55.)

The specific details of the retirement plan will be as described in the retirement plan documents. In the event of any conflict between this summary and the Plan Document, the Plan Document will govern. While the Company expects to continue indefinitely the benefits provided for under the retirement plan, it agrees to continue them only for the term of the Agreement with the employees of Unitol Energy Systems, Inc. that are covered by the Agreement with the International Brotherhood of Electrical Workers and Local Union No. 1837, dated June 1, 2012, in effect through May 31, 2018.

### 401(k) Plan

Employees may participate in the Company's 401(k) Plan in accordance with the terms of the Unitil Corporation Tax Deferred Savings and Investment Plan as amended and restated from time-to-time. The complete details relating to this plan are contained in the Plan's Summary Description and in the Plan Document, which are incorporated herein by reference and briefly outlined below.

The Company agrees to make payroll deductions for contributions to the duly-established 401(k) plan upon authorization by regular employees and to forward the amounts so deducted to the 401(k) plan in accordance with such authority. Employees may elect to contribute between 1% and 85% of either base wages or total wages to the plan, in increments of 1% subject to IRS dollar limitations.

### Employee Savings Plan

Employees who were hired prior to June 1, 2012 and elect to remain in the pension plan are eligible to participate in the 401(k) plan, as previously agreed upon between the union and the Company, and as described in the plan document. The Company will contribute to a 401(k) account in their names an amount equal to 100% of the first 3% of base wages that the employee contributes to the Plan. Employees become partially vested in Company matching contributions after one (1) year of Vesting Service and are fully vested in Company matching contributions after three (3) years of Vesting Service.

### Enhanced 401(k)

Employees hired on or after June 1, 2012 and current employees who elect a frozen pension benefit, as described above, may participate in the Company's Enhanced 401(k) Plan. The Company matches 100% of the first 6% of base wages that the employee contributes to the plan. In addition, the Company contributes 4% of base wages to the plan regardless of employee contributions. Employees become 100% vested in all Company contributions immediately.

The Company reserves the right to make changes to the 401(k) Plan during the term of this Agreement with the understanding that such changes will not decrease the amount of benefits provided to Plan members. The Company agrees that no changes will be made to the Plan without prior notification to the Union.

### Retirement Award

A retiring employee will receive a one-time award consisting of \$25 for each full year of service to the Company in accordance with the Company's Retirement Awards Policy HR 1.10 (G), effective January 1, 2012.

## **ATTACHMENT E (Capital)**

### **Memorandum of Understanding**

To: Thomas F. Ryan, Assistant Business Manager, IBEW

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

Date: June 1, 2005

Subject: Vacation Grandfathering

Tom, this memo is to document our mutual agreement that employees of Unitil Energy Systems, Capital Division who have at least 10 years of service as of June 1, 2000 will be grandfathered under the prior Concord Electric Company vacation policy until they reach their next full week entitlement. This means that:

1. employees who currently have 4 weeks per year will receive 5 weeks per year in their 15<sup>th</sup> anniversary year. These employees will then remain at the 5 week level.
2. employees who currently have 5 weeks will receive their extra days until they reach their full six week entitlement in their 24<sup>th</sup> anniversary year. These are the only employees who will reach the 6 week level in the future.

**ATTACHMENT F**

**MEMORANDUM OF UNDERSTANDING  
Between**

**UNITIL ENERGY SYSTEMS  
and  
IBEW LOCAL UNION NO. 1837**

**Flame Retardant Clothing**

As agreed upon between the International Brotherhood of Electrical Workers (“Union”) and Unitil (“Company”), this Memorandum of Understanding (MOU) is to ensure that applicable employees are at all times in compliance with the Unitil System Safety Manual section 118 requirements specific to Flame Retardant (“FR”) clothing. The Union and the Company hereby agree on the following provisions:

1. Employees are required to obtain all of their daily work clothing through the Company’s approved FR clothing vendor (“Vendor”). Employees will be provided with an approved catalog containing only clothing which meets the Company’s arc rating requirement, and will receive a first year allowance and then an allowance for subsequent years. This allowance will be based upon the employee’s position as follows:

Category	First Year Allowance	Subsequent Year Allowance
Employees who work predominately outdoors in extreme cold and whose work is likely to result in soiled clothing (Lineworkers/Line Technicians/Substation Maintenance Workers)	\$1,100	\$625
Workers who do not work predominately outdoors in extreme cold, but whose work is likely to result in soiled clothing (Meter Mechanics/Workers)	\$650	\$425

2. Employees will be allowed to wear approved FR clothing from vendors other than the company’s approved vendor provided such clothing is pre-approved by the employee’s supervisor. These purchases will non-reimbursable employee expenses. Company provided allowances may only be utilized for purchases from the approved company vendor.
3. The program will be administered on a calendar year basis, and the Company shall provide one Subsequent Year Allowance to each eligible employee on January 1 based upon the terms and conditions of this MOU.

4. The maximum amount allowed as a balance in an employee's account shall be equal to two times the Subsequent Year Allowance shown above. Any amount in excess of this maximum amount shall be forfeited.
5. The laundering of all clothing shall be the responsibility of the employee.
6. Minor repair of all clothing shall be the responsibility of the Vendor. Employees will be instructed to mail damaged clothing to the Vendor for approved repair using FR materials.
7. All clothing will be purchased directly by employees and will be mailed by the Vendor to the employee's home address.
8. Only FR clothing will be allowed to be worn by employees as outer wear. Any employee failing to comply with this requirement shall be disciplined for violation of safety rules and required to return home to change their clothing. Employees covered by this MOU shall order clothing promptly after being notified by the Company that their accounts have been funded and will begin wearing the clothing to work as soon as they receive their clothing from the Vendor.
9. Plain shorts, light colored tee shirts and/or sweatshirts (i.e. no lettering/silk screening/embroidery) made of 100 % natural fiber may be worn under approved FR rated coveralls.
10. Only Nomex thread embroidery will be allowed on FR clothing.
11. Employees, subject to these rules as defined in Number 1 of this MOU, while outside the hazard zone may wear plain, light colored tee shirts or sweatshirts (i.e. no lettering/silk screening/embroidery) provided they are made of 100% natural fiber.
12. The Company will replace, or reimburse the employee for the cost of, clothing damaged by acid, chemicals, oil, accident, heat, chemical reaction or fire as well as clothing that is ripped or torn as a result of their employment and, the replacement or reimbursement is approved by the department manager. The Company will not replace clothing damaged as a result of normal wear and tear.

## **ATTACHMENT G**

### **MEMORANDUM OF UNDERSTANDING**

**Between**

**UNITIL ENERGY SYSTEMS**

**and**

**IBEW LOCAL UNION NO. 1837**

#### **Call Out Procedures & Utility Lineworker Vacancies**

During the negotiations of the Collective Bargaining Agreement, effective June 1, 2012, the Company and Union agreed to the following procedures:

- Discontinue current MOU pertaining to call out procedures and adopt the Seacoast methodology of calling out employees and tracking overtime.
- The overtime tracking list will be based on hours worked.
- Continue the practice for situations where the Union and the Company mutually agree that an employee was called-in out of order on the Call Out Roster, the missed employee shall receive a minimum amount of pay at the corresponding time the mistake occurred as provided for in Article 3.1 G, Minimum Pay for Employees Called In.
- Implement an Off System Overtime List to be maintained for only off system work (not an affiliate of Unitil Corporation). This Off System Overtime List will initially be established utilizing the Union seniority listing and then subsequently maintained based on off system overtime hours worked. The overtime hours on this list will not be zeroed out annually.
- Adopt practice (currently at Capital) of calling secondary standby lineworker for right of first refusal between 3PM and 11PM, M-F.
- Adopt Coverage for Utility Lineworker Vacancies into Section 3.2 D of the bargaining agreement.

## **ATTACHMENT H**

### **MEMORANDUM OF UNDERSTANDING**

**Between**  
**UNITIL ENERGY SYSTEMS**  
**and**  
**IBEW LOCAL UNION NO. 1837**

#### **MDS IMPLEMENTATION**

During the negotiations of the Collective Bargaining Agreement, effective June 1, 2012, the Company and Union agreed to the following. With the implementation of MDS, the incumbent **Systems Communication Associate** in Seacoast DOC will be offered a position at Unitil's Central Electric Dispatch (CED) as a Field Services Coordinator. The starting hourly rate for this position will be the incumbent's current rate on the date of transfer plus \$0.50 an hour. Because the Field Services Coordinator position is a nonunion position, the incumbent will transfer to the non-union benefits package. Further, she will retain all her years of service. The incumbent will have one year from the date of transfer to decide if she wishes to terminate her employment with Unitil and receive severance. Incumbent will retain her bidding rights for the term of the contract, June 1, 2012 – May 31, 2018.



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**Safe practices depend upon human action  
and, therefore the responsibility for them  
rest primarily with the  
individuals.**

**In recognition of this, it is Company policy  
to ask no employee or group of employees to engage in  
unsafe activity or practices  
or knowingly permit any employee to do so.**