

**CENTRAL RIVERS POWER NH, LLC**  
**IBEW LOCAL 1837**

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**AGREEMENT ENTERED INTO  
AS OF SEPTEMBER 1, 2020  
BY AND BETWEEN  
CENTRAL RIVERS POWER LLC AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL NO. 1837**

AGREEMENT made and entered into as of September 1, 2020, by and between Central Rivers Power, LLC, hereinafter referred to as the Company and Local No. 1837 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union.

It is mutually agreed between the parties as follows:

**ARTICLE I – PURPOSE OF AGREEMENT**

Both parties desire to promote harmony and efficiency among the employees of the Company, so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company as a provider of renewable energy to the bulk electric system. Both parties are signing this Agreement in good faith and pledging themselves to keep its spirit and letter.

**ARTICLE II – RECOGNITION OF UNION AND UNION SECURITY**

**Section 1. Recognition of Union**

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

**Section 2. Union Security**

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

**Section 3. Payroll Deduction for Union Dues**

The Company agrees to make weekly payroll deductions for Union dues upon written authorization of employees who are Union members with their signatures properly witnessed and to forward the amounts so deducted to the financial secretary of the Union in accordance with a

procedure approved by the Company and the Union. The form of such payroll deduction authorization is attached hereto as Exhibit B.

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

#### **Section 4. New Employee Orientation**

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

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

#### **Section 5. Notification of Union Members Leaving Locals**

The Company agrees to supply names of all Union Members who leave a represented position. Such notification will be made via e-mail to the Union no later than the first week of the month following. If the employee has retired, it will be indicated in the notification.

### **ARTICLE III – DEFINITION OF EMPLOYEE**

#### **Section 1. As Used in This Agreement**

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

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

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

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

## **ARTICLE IV – NO DISCRIMINATION**

### **Section 1. No Discrimination Because of Union Membership**

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

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

### **Section 2. No Discrimination Because of Personal Factors**

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

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

## **ARTICLE V – WORKING HOURS**

### **Section 1. Normal Working Hours**

The normal workweek shall constitute forty (40) hours worked Monday through Friday and the normal workday shall constitute eight (8) hours worked from 7 a.m. to 3:30 p.m. except as otherwise agreed from time to time. Time and one-half shall be paid to such employees for all hours worked outside of the normal workday or normal workweek.

### **Section 2. Flexible Working Hours**

In recognition of the requirement to enhance the competitive position of the organization while at the same time minimizing the impact to effected employees of multiple changes in scheduled working hours, the following exception shall be made to Section 1 of this Article: The Company may establish a schedule of ten-hour workdays to be paid at straight time rates of pay comprised of Monday through Thursday, Tuesday through Friday or Wednesday through Saturday, as provided for below:

1. A ten-hour workday schedule shall consist of four consecutive days in a calendar week of ten and one half hours of continuous time (so as to include 30 minutes of unpaid lunch time), between the hours of 0600 and 1900 hours. Ten-hour schedules shall be staffed first by qualified volunteers. If there are not sufficient volunteers, ten-hour schedules may be assigned to employees with the fewest prior four ten-hour assignments, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.

2. Employees shall not be assigned involuntarily to more than three weeks of ten-hour days in any calendar year.

3. No assignments shall be made in a week where a paid Company holiday occurs on Monday through Friday. When a holiday occurs on a Saturday, no Wednesday through Saturday schedule will be established in that week.

4. All hours worked on scheduled days off, with the exception of Sunday, will be paid at time and one-half of the normal rate. Sunday will be paid at two times the normal rate of pay.

5. When assigned to a Wednesday through Saturday schedule, the employee shall receive ten hours pay for eight hours worked on Saturday. Any hours worked in excess of eight on a Saturday which is part of this schedule shall be paid at time and one-half. It is recognized that application of this paragraph will necessarily compel the payment of 40 hours of pay for 38 hours of work.

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

7. The employee shall be notified of the four ten-hour day schedule no later than 1530 hours on the Wednesday preceding the week in which the schedule is to occur. If notice of a schedule change to four-ten hour days does not occur prior to 1530 hours of the preceding Wednesday, the employee shall be entitled to work their straight 40 hours and receive time and one half for those hours worked in excess of eight (8) hours of any day. The foregoing notice requirement shall apply only to assigned schedules. Mutually agreeable schedule changes to be worked by employee volunteers shall not be subject to a specific notice requirement.

8. For the purpose of determining eligibility for meal reimbursement, the employee must work more than one hour beyond the expected quitting time specified in the schedule of four ten-hour days.

9. When assigned to and working a 10 hour day, employees will be entitled to a formal afternoon break not to exceed fifteen minutes.

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

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

### **Section 3. Hydro Generation Job Site Reporting**

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

- When travel distance (one way) from the respective hydro reporting site is less than or equal to 65 miles for jobs that are at least 3 days in duration.



- Only one reporting location per day except for emergencies. Emergency reassignments void the JSR guidelines for the day and reverts to time and travel compensation. For purposes of record, the day will still be considered a JSR assignment.
- Company vehicle will be provided if traveling within the facility is necessary.
- Employees scheduled for JSR assignment will report directly to the job site at the beginning of the workday. It will be the responsibility of the employee so assigned to arrange for transportation to and from the work location. Both mileage and travel time will be compensated for with a per diem payment. The schedule of these payments is outlined in the section of the Collective Bargaining Agreement titled "Table A". The Company, upon request, will furnish a vehicle to be based at the respective Hydro reporting site for those employees who wish to commute on their own time and not receive the per diem payment. The employee shall be notified by personal contact of a JSR schedule no later than 15:30 hours on Wednesday preceding the week in which the schedule is to occur.
- Employees shall not be assigned to JSR for more than 13 weeks per calendar year. Assignments shall not exceed five consecutive weeks per employee.
- Hydro employees may be assigned to JSR only for Hydro work.
- JSR staffing will be accomplished by first requesting volunteers. If there are no volunteers, the work will be assigned to qualified employees who have previously worked the fewest amounts of JSR days, with ties to be broken by seniority, junior to senior. If more employees volunteer than are necessary, the work will be awarded to the senior qualified employee.
- On days when it becomes necessary to deliver Company equipment (either to the work or back to the respective Hydro reporting site), outside normal working hours, the appropriate premium schedule will be used.
- If an employee is entitled to rest time, the employee will not be required to JSR on that day.
- Employees scheduled to JSR shall be assigned to an eight-hour schedule.

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

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

## **ARTICLE VI – WAGES**

### **Section 1. Scheduled Rates**

The regular wage rates shown on Schedule A attached hereto shall apply to the various job classifications listed on the schedule and shall be in effect from September 1, 2020 to March 1, 2024, as set forth in said schedule; and the parties agree that such rates shall be the regular straight

time rates used for the computation of straight time and overtime pay except as provided in the following paragraphs.

### **Section 2.(a) Rates For New Employees**

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

### **Section 2.(b) Rates For Employee Transferred to a New Job**

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

### **Section 3. Rates for New or Changed Job Classification**

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

### **Section 4. Rates For Temporary Upgrading**

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

### **Section 5. Pay While on Annual Military Tour of Duty**

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

above certified military basic pay will accrue to the benefit of the employee in that the Company may not use such allowances in making a determination of such difference.

To be eligible for the difference in pay, the employee will schedule only one (1) week of vacation between July 1 and October 1 in addition to military leave, provided the tour is scheduled during this same period. If all or part of the tour is considered as vacation, the Company will make up the difference in pay (if any) as outlined above in addition to whatever vacation pay the employee is entitled.

#### **Section 6. Pay While on Military Reserve Weekend Duty**

The Company agrees to pay a worker on Military Reserve Duty the difference between the regular straight time rate and the certified Military Reserve pay for up to 144 hours annually for weekend drills, when such drills causes the employee to miss regularly scheduled straight time hours.

#### **Section 7. Pay When on Jury Duty**

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

#### **Section 8. Non-Duplication of Benefits**

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

#### **Section 9. Biweekly Pay**

Biweekly pay for all employees effective 9/1/2020.

### **ARTICLE VII – PREMIUM PAY**

#### **Section 1. Working on Second Consecutive Day Off**

An employee required to work on the second of his regularly scheduled days off shall be paid at two times his normal rate of pay for work on such second day. For all employees, for the purposes of this Section, the second consecutive day off shall be Sunday. Premium pay under this Section will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable. There shall be no duplication of the provision hereof which relates to two times normal rate of pay and the Sunday premium specified in Article V, Section 2 (4), nor shall this double time premium be paid more than once in any payroll week of Sunday through the following Saturday.

## **Section 2. Employee Designated to be in Charge**

An employee who is designated to be in charge of one or more employees for two (2) hours or more shall receive his regular rate of pay plus one dollar and 25 cents (\$1.25) per hour. If such employees normally work outdoors, they shall be entitled to such premium even if such employees do not work outdoors due to inclement weather. When a crew composed of two or more employees is performing work during other than normal working hours which requires employee supervision at the work site, the senior qualified employee on the crew shall be the employee in charge of the other employee or employees unless otherwise designated and shall receive the premium as set forth herein.

## **Section 3. Working More Than 16 Consecutive Hours**

(A) If an employee is called in and reports for work within three (3) hours of the time he went off duty, the time off will not prevent the hours worked thereafter from being considered as consecutive with the previous hours worked.

(B) If an employee is required to work beyond sixteen (16) consecutive hours, he will be paid at double his straight time rate for those hours worked beyond sixteen (16) including normal scheduled hours worked. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this Section.

(C) If an employee is required to work sixteen (16) or more consecutive hours, he will be allowed a period of eight (8) hours off before returning to work unless an emergency arises which makes it necessary for the Company to call him back to work before the expiration of the eight (8) hour period.

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

## **Section 4. Minimum Pay for Employee Called Out**

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

Any employee who is required to continue working after his scheduled quitting time shall not receive minimum pay under Article VII, Section 4.

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

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

2. If a person reports as the result of a call-in outside the above stated time, he will be paid four (4) hours straight time pay.

3. An employee who reports for work as the result of a call-in during the period of two (2) hours immediately preceding his scheduled starting time shall receive minimum pay under paragraph 2 above.

4. In computing hours worked, time shall begin immediately when he reports to work and shall end when relieved from duty upon completion of work.

### **Section 5. Early Release From Scheduled Overtime**

If an employee reports for scheduled overtime, he shall receive minimum pay under the same schedule as in Article VII, Section 4 or overtime pay whichever is greater. Scheduled overtime beginning two hours prior to the normal workday and continuing into the normal workday or immediately following the normal workday shall not receive minimum pay.

### **Section 6. Rest Time**

#### **(A) Day Workers**

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

### **Section 7. Pay When Away from Home Overnight**

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

(a) When working on the Company's System outside the Station or designated locations considered to be within the employee's normal work area, or

(b) When repairing, transporting or inspecting Company-owned equipment which is essential to the proper operation of the Company's System and when in the performance of such work the employee is away from the Station or designated locations considered to be within his normal work area, or

(c) When attending a Company sponsored training course, or

(d) A premium of \$15 per week will be paid to those employees who are out of town for the normal workweek performing their normal work function. Employees who are working a 4 10's schedule will be entitled to this \$15 premium if they are out of town for 3 nights in a week. This premium will be in addition to the \$1.00 per hour out of town premium of Article VII, Section 7.

(e) Meals eaten when away from home overnight shall not be limited to the minor and major dollar amounts specified in the Meal Policy. Such meals shall be reimbursed to the employee at 100% as long as they are reasonable in nature and do not include costs for alcohol. This shall not change the current meal policy used during storm restorations.

The premium shall apply to all hours worked away from the normal work area during the day on which the employee is unable to return home, provided, however, that the minimum premium pay for such day shall be six (6) dollars. The one dollar (\$1.00) hourly premium shall be added to the regular straight time rate of pay for determining overtime rates of pay, but for no other purpose.

### **Section 8. Stand by Pay**

When conditions warrant as determined by the Company, with mutual agreement between the Company and employee, an employee(s) may be put on standby status and will promptly respond to emergency call ins. Employees will furnish a telephone number where they can be reached at all times. A premium of 2 hours straight time pay per day will be paid for Monday through Friday and a premium of 4 hours straight time pay per day will be paid for Saturdays, Sundays and holidays. A call out day will run from 07:00 AM until 07:00 AM the next day. Failure to promptly respond (30 minutes) to a call in during the period will result in forfeiting of the standby pay amount for the period.

## **ARTICLE VIII – PARTIAL INCAPACITY PAY**

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

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

wage adjustment, employees so classified will receive an adjustment in pay in the amount by which the employee's retrogressed classification is adjusted.

Subject to the restrictions imposed by this Article relating to the availability of a job opening and the ability of the employee to perform the job, an employee suffering an occupational disability resulting from sickness or injury contracted in the course of Company employment, shall have the option of receiving a rate determined in accordance with the following table or such compensation as may be determined by the operation of the applicable Worker's Compensation Law.

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

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

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

## **ARTICLE IX – EMPLOYEE SECURITY AND TERMINATION PAY**

### **Section 1. Employment Security**

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

(a) To Termination Pay as provided in Section 2 of this Article and if eligible, to be retired under the Company's Pension Plan in effect at the time, or

(b) To an offer of another job within and selected by the Company with pay as follows:

(1) If the employee has less than ten (10) years of service, his new rate of pay will be the regularly established rate for the offered job.

(2) If the employee has ten (10) or more years of service his new rate of pay shall be the higher of (a) a percentage of his previous rate computed under the following schedule, or (b) the established rate of pay for the new job:

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

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

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

## **Section 2. Termination Pay**

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

## **ARTICLE X – HIRING, PROMOTIONS, DEMOTIONS, FURLOUGHS, AND SENIORITY**

### **Section 1. Hiring**

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

### **Section 2. Promotions, Demotions, Furloughs, and Seniority**

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



Selection of regular employees for promotion within a bargaining unit shall be based on seniority and qualifications. The employee with greatest seniority will be given first consideration provided his qualifications are satisfactory. If the employee with greatest seniority does not qualify, the remaining employees within the bargaining unit will be considered for the promotion in the order of greatest seniority, considering the employees qualifications in the same manner as for the senior employee.

For the purposes of determining seniority and for qualifying for other benefits within this agreement, an employee's service with PSNH/NU/ES will be included in their service calculation.

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

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

### **Section 3. Job Postings**

When a vacancy or the creation of a new position necessitates promotion of an employee or the hiring of a new employee, the Company shall post notices at locations accessible to the employees, such notices to remain posted for five (5) working days, including online job posting locations. Employees may apply in writing to the supervisor or official of the Company designated in the notice. Job posting shall apply only within each town, city, or other operating unit. The notices shall set forth the classification of the position to be filled.

Applicants who have special qualifications shall describe such qualifications briefly in their application.

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

When an employee is promoted or transferred to another position, but fails to qualify within six (6) months, he shall be reassigned to the class from which he was promoted or transferred and his seniority date will revert back to his seniority date prior to the promotion or transfer. If the Company determines that the employee is qualified to perform the work in the class to which he

was promoted or transferred, but the employee desires to return to his previous class of work within six (6) months, the Company shall not reassign him until there is a vacancy in such previous class and his seniority date will be the effective date of that reassignment.

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

**Section 4. Job Promotions in Certain Job Classifications**

The promotion policy and pay schedule with respect to those employees in the Hydro Operator Mechanic and Hydro Operator Electric job progressions shall be in accordance with the following table:

Hydro Operator Mechanic

<b>Time</b>	<b>Job Level</b>	<b>Pay Schedule</b>
0 – 18 months	III	Schedule A for Class III(1)
24 months (typically 18 – 42 months)	II	Schedule A for Class II
Completion of step II (typically 42+ months)	I	Schedule A for Class I

(1) Subject to the rates determined by Article VI, Section 2

Hydro Operator Electric

<b>Time</b>	<b>Job Level</b>	<b>Pay Schedule</b>
0 – 24 months	III	Schedule A for Class III(1)
36 months (typically 24 – 60 months)	II	Schedule A for Class II
Completion of step II (typically 60+ months)	I	Schedule A for Class I

(1) Subject to the rates determined by Article VI, Section 2 for the first 6 months

\*Employee may enter the progression by:

- (1) Being hired in as a Class III-Learner with a rate determined by the application of Article VI, Section 2, or
- (2) Being transferred to Class III from another job within the Company with a rate of pay determined by the application of Article VI, Section 2 if he is not qualified for Class III, or
- (3) Being transferred to Class III from another job within the Company at the Schedule A rate for Class III if he is qualified.

An employee shall be fully qualified for promotion to each successive job level. An employee who because he is not fully qualified fails to be promoted to the next higher level at the stated time limits shall be given an additional six (6) months in which to become fully qualified. If at the end of such additional six (6) months period he is not fully qualified, he will remain at his then existing level and will be considered ineligible for future promotion within the job progression. Nothing contained in this paragraph shall operate to negate the rights of the Company to terminate the employment of an "on-trial" employee as defined in Article III, Section 2 of this Agreement. Other than as provided for by Section 5 of this Article X, an employee may refuse promotion.

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

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

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

#### **Section 5. Reassignment as a Result of Failure to Complete Training**

An employee shall be fully qualified for promotion to each successive job level in any progression. In recognition of the parties' mutual interest in advancement of employees within the Company and the continued efficient operation of the Company, the Company agrees that it will use its best efforts to further the training and education of the Company's workforce. It is further understood, however, that notwithstanding the Company's efforts, some employees may fail to train and advance properly within a progression. In recognition of this fact, the following procedure will be used should an employee fail to qualify for promotion at any level other than the ultimate step of a progression:

1. The Company shall notify the employee and the Union in writing of any failure to qualify for a successive level within a progression.

2. The employee shall be granted up to an additional 50% of the usual time in that step of the progression in which to qualify. Such time shall be computed from the date notice is given.

3. During the extended qualifying period, an assessment of the employee's progress shall be made no less frequently than every fifteen (15) normally scheduled working days. Company management shall inform the employee in writing of the results of each assessment. In addition, the Company will make every effort to provide an enhanced level of training to the employee to assist in their successful completion of the progression.

4. If at the end of the extended qualifying period an employee still fails to qualify for the next level of a progression, one of the following shall apply:

a) The employee shall be returned to his previously attained position or progression apart from the current progression.

b) If not previously employed in a progression or position or if the progression or position no longer exists, the employee will be placed into another position for which he is qualified and shall be paid the then current rate of pay for this position. Employees so placed will be allowed to bid on openings within progressions other than the progression from which reassignment was made. Nothing in this Section shall be construed to limit the rights of management under Article XXII.

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

## **ARTICLE XI – LEAVES OF ABSENCE**

### **Section 1. Leave of Absence When Ill or Disabled**

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

### **Section 2. Leave of Absence to Attend Funerals**

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

(a) Such time up to three (3) consecutive work days, provided the funeral occurs within said three (3) days, as the employee may request in cases of funeral of the employee's (i) relatives in his household; (ii) parents (including fathers-in-law and mothers-in-law) or children outside his household and (iii) brothers and sisters outside his household; provided, however, that if one or more of said three (3) days is a day for which he was not scheduled to work, he shall not receive pay therefore.

(b) Such time up to one (1) day as the employee may request in cases of funerals of close relatives of the employee or his spouse (including grandparents, grandchildren, uncles, and aunts.)

(c) Once an employee verifies the need, they may request additional time off in cases of funerals of relatives and close friends through the unpaid leave program.

Funeral leave shall be without duplication of any other benefit.

### **Section 3. Leave of Absence for Military Service**

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

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

### **Section 4. Leave of Absence for Other Causes**

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

### **Section 5. Unpaid Leave Program**

Eligibility for unpaid leave for up to 40 hours will be determined by local management based upon the ability to maintain schedules and accomplish work at no additional cost. In order to participate, employees must schedule their current vacation entitlement prior to requesting unpaid leave. In the case of Leave of Absence to Attend Funerals, unpaid leave may be taken prior to all vacation being scheduled. Single day absences will be permitted under the unpaid leave policy. Employees working a regular shift in excess of eight (8) hours may continue to use unpaid leave in conjunction with vacation pay to achieve a full shift off. Existing local notification procedures will be used for all leaves under this policy and requests will be handled in the order they are received.

## **ARTICLE XII – UNION BUSINESS**

### **Section 1. Meetings of Company and Union**

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

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

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

## **Section 2. Bulletin Boards**

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

## **Section 3. Time Off for Union Officials**

Time off without pay shall be granted upon the request of the Union to the President and/or Business Manager and/or Assistant Business Managers of Local 1837 and/or duly elected delegates to the International Convention for the purpose of attending conventions of the International Brotherhood of Electrical Workers or to attend committee meetings involving the Local Union provided that a) the absence of such President and/or Business Manager and/or Assistant Business Managers and/or duly elected delegates shall not in the opinion of the Company interfere with the Company's operations or cause undue hardship to other employees and b) provided that the request for such time off shall be made as far in advance as possible but in no case less than seventy-two (72) hours in advance and c) further provided that the aggregate sum total of days given to employees under this Section shall not exceed forty (40) working days in any Agreement year.

# **ARTICLE XIII – WORKING CONDITIONS**

## **Section 1. Inclement Weather**

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

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

## **Section 2. Drawing Out Material**

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

## **Section 3. Furnishing Tools and Equipment**

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

#### **Section 4. Rain Clothing**

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

#### **Section 5. Division of Overtime**

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

#### **Section 6. Notification of Planned Overtime**

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

#### **Section 7. Time Off For Personal Emergency**

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

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

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

**Section 8. Damaged Clothing**

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

**Section 9. Protective Clothing**

Employees who are eligible under the Collective Bargaining Agreement and purchase protective clothing (including fire retardant) will receive up to \$675 annually. Receipts shall be submitted for reimbursement through the Company reimbursement process. Upon initial hiring into a progression series, employees are eligible for \$1375 in protective clothing for the first year.

**Section 10. Footwear**

Employees who are eligible under the Collective Bargaining Agreement and purchase safety footwear will receive up to \$250 for Electrical hazard (EH) rated footwear. Receipts shall be submitted for reimbursement through the Company reimbursement process.

**Section 11. Wash Up Time**

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

**Section 12. Safety Glasses**

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

**ARTICLE XIV – HOLIDAYS**

**Section 1. Recognized Holidays**

The following days shall be recognized as Holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve
President's Day	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	

If a holiday falls on a Saturday, the holiday will be observed on Friday. If a holiday falls on a Sunday, the holiday will be observed on Monday.

Employees shall be granted two Floating Holidays per year.



## **Section 2. Definition of Holiday**

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

## **Section 3. Holiday Pay**

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

## **Section 4. Pay for Working on a Holiday**

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

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

## **Section 5. Holiday Falling on Other Than a Scheduled Workday**

If a Holiday falls on a day on which an employee is not regularly scheduled to work and he does not work on such a Holiday, he shall receive “Holiday Pay” as defined in Section 3 of this Article. or a day off with pay in lieu of such “Holiday Pay” at the option of the Company; provided, however, that the Company shall not exercise said option for a shift worker while working on a normal shift operation, however (a normal shift operation means those persons assigned to a unit), but further, provided that a shift worker may, however, elect to take a day off with pay in lieu of such “Holiday Pay,” such day off to be on a day when his presence is not required to cover a shift. The day off with pay may be taken either prior to or after the Holiday upon such day as the employee may elect upon two (2) weeks' notice in writing provided that, in the judgment of the Company, his absence on such day will not impair the Company's operations; provided however, that the day off must be taken within the calendar year in which the Holiday falls. In case two or more employees elect the same day and the Company's operations will not permit granting all such elections, length of continuous service shall govern.

Relationship of Holiday Pay to Certain Other Agreement Clauses

1. Article XV. Vacation Pay. Use Section 3 of this Article to compute vacation pay when a Holiday falls within the vacation period and an extra day's vacation is not granted.

2. Article VII, Section 4. Call-out Pay. If call-out is greater than Holiday pay for hours worked, he shall receive call-out pay.

3. Article VI, Section 8. Prevents duplication or pyramiding of Holiday Pay with any other benefits.

## **ARTICLE XV – VACATIONS**

### **Section 1. Vacation Eligibility**

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

<b>Years of Service</b>	<b>Vacation Eligibility</b>
Less than one year of service:	
Start date Jan 1 – Mar 31	15 days
Start date Apr 1 – Jun 30	10 days
Start date Jul 1 – Sep 30	5 days
Start date Oct 1 – Dec 31	No vacation days
>1 year but less than 10 years	15 days per year
>10 years but less than 20 years	20 days per year
20 years or more	25 days per year

### **Section 2. Holiday Within Vacation Period**

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

### **Section 3. Eligibility When Leaving Company**

If an employee separates employment and they are age 55 or older with 10 or more years of service, the entire amount of unused vacation time will be paid out to the employee.

For all other terminations, the amount of vacation time paid will be pro-rated based on the termination date.

<b>Termination Between</b>	<b>Amount of vacation to be Paid</b>
Jan 1 – Mar 31	One-third of total vacation entitlement less vacation time taken
Apr 1 – Jun 30	Two-thirds of total vacation entitlement less vacation time taken
July 1 and after	Full vacation entitlement less vacation time taken

#### **Section 4. Vacation Scheduling**

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

(a) Service shall be maintained 24 hours a day, 365 days a year with an adequate and balanced workforce;

(b) Subject to the other provisions hereof, vacations may be scheduled so to avoid the payment of overtime rates of pay to cover vacated jobs. When and where needed, available and qualified temporary employees paid on a straight time basis may be used to avoid the payment of overtime rates of pay to cover vacated jobs.

(c) Each eligible employee shall be granted a two (2) week vacation during the period from May 1 through October 31 of each calendar year, if he shall so desire;

(d) After two week vacation periods have been scheduled within the period from May 1 through October 31 in accordance with (c), the third, fourth, and/or fifth weeks shall be scheduled either within or outside said period;

(e) The third, fourth, fifth and/or sixth weeks of vacation may be scheduled continuously with the two week period but it is recognized that these principles will frequently require one or more weeks to be scheduled outside the period of May 1 through October 31 and either together or separated from each other; and these principles shall not be arbitrarily applied;

(f) Each employee shall have the right during the period from January 1 through March 31 each year to express in writing his desire as to the scheduling of his vacation for that calendar year, and length of continuous service shall govern the order in which such preference shall be considered.

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

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

### **Section 5. Carryover Vacation**

Employees will be permitted to carryover up to 40 hours of vacation. Employees must use carryover hours prior to April 1 of the following year. Failure to use the carryover hours by April 1 will result in the carryover hours being forfeited.

### **Section 6. Rescheduled Vacation**

If, because of work requirements, or in the event that an employee is disabled due to sickness or injury for any full week or weeks of his scheduled vacation, said week or weeks shall be rescheduled during the remainder of the then current year in accordance with the provisions of Section 3 of this Article; provided, however, that the scheduled vacations of other employees shall not be changed by such rescheduling. In the event it is not possible to reschedule such vacation during the then current year, such vacation will be rescheduled at a time set by the Company in the following year.

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

## **ARTICLE XVI – EMPLOYEE BENEFITS**

### **Section 1. Disability Benefit Plan**

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

#### **I. POLICY**

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

#### **II. GENERAL PROVISIONS AND PROCEDURES**

##### **A. General Provisions**

1. This policy applies to all employees.
2. Employees will be provided with 80 hours of sick time on the first of January of each year. Any employee hired throughout the remainder of the year will receive a prorated allotment based on their date of hire. Sick time is not paid out upon termination. Sick time does not roll over to the next year and resets on the first of January of each year

3. In connection with this policy, the Company reserves the right:
  - a. to verify the illness or accident through its own medical staff and/or by requiring the employee to furnish a statement from his or her own physician.
  - b. to deny pay when the injury or illness is sustained while the employee is engaged in work for another employer or while gainfully self-employed.
  - c. to deny pay for absence in any case where an employee has a record of excessive absenteeism.

## **B. Procedures**

### **Reporting Absence Due to Nonoccupational Illness**

1. The employee is responsible for notifying his/her immediate supervisor as soon as possible of an absence indicating the nature of the illness or disability and the estimated length of absence. Failure to inform the immediate supervisor may be cause to consider the absence as unauthorized and without pay; the matter should also be reviewed to determine whether disciplinary action is appropriate.

2. Employees are responsible for keeping their supervisors informed concerning their recuperation.

3. The supervisor is responsible for staying informed and keeping Human Resources informed regarding the employee's progress on the basis of reports from the employee and advice received from the Company Medical Unit and the attending physician.

4. Supervisors should consult with the appropriate Human Resources representative for help in resolving absence or lateness problems.

### **Exceeding Nonoccupational Illness Guide**

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

### **Returning to Work**

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

## **Section 2. Benefit Program**

### **(1) Health Care Plans**

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

; Refer to complete plan details contained in the Summary of Benefits and Coverage as provided to employees and summarized in ATTACHMENT A. Central Rivers Power covers 100% of the employee deductible for both medical plans. Central Rivers Power will offer medical plans which meet the standards set forth in Attachment A.

Health, Dental and Vision coverage premiums will be paid 90% by the Company and 10% by the employee

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

Opt Out: Employees electing to opt out of medical coverage will receive cash back in the amount of \$19.23 bi-weekly.

Patient Protection and Affordable Care Act:

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

(1) The Parties agree that they shall meet and discuss the required modifications and the statutory basis for such modifications as required by PPACA, and shall negotiate in good faith in an effort to reach mutual agreement permitting the required modifications prior to the implementation of any such required modifications. In addition, at the union's or Company's option, the Parties shall negotiate in good faith regarding plan design changes which would serve to offset increases in cost to bargaining unit employees or the Company resulting from the modifications to the plan which are required by PPACA.

(2) In the event that the Parties are unable to reach mutual agreement and the Company unilaterally implements changes to the Plan which the union contends,

- a. exceed the requirements of PPACA,
- b. result in a reduction in current aggregate benefit levels without the mutual consent of the Parties, or
- c. materially affects the costs to the Company of providing healthcare benefits and consequently increase the amount of contributions beyond levels agreed to

in this contract, or other costs borne by bargaining unit members in aggregate who participate in the Plan, the union retains the right to file a grievance in accordance with the terms of the Labor Agreement and submit the matter directly to final and binding arbitration.

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

### **Prescription Drugs**

See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees.

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

#### **(2) Dental Plan Options**

See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees. No opt out cash is available for members electing to opt out of dental coverage. Central Rivers Power will offer dental plans which meet the standards set forth in Attachment A.

#### **(3) Vision Benefit**

Vision care is a separate election. See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees. Central Rivers Power will offer vision plan(s) which meet the standards set forth in Attachment A.

Insert: ATTACHMENT A

#### **(4) Life Insurance**

Employees can elect life insurance for himself/herself in amounts equal to 0-5 times annual salary, up to a maximum of \$1,500,000.

Dependent life insurance available for spouse and each eligible dependent.

Accidental Death & Dismemberment (AD&D) coverage available for employee only, employee & child(ren) or employee, spouse & child(ren). May purchase coverage in increments of \$5,000 or \$10,000 up to 15 times annual base rate of pay.

See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees.

**(5) Long Term Disability Options**

LTD is available at no cost to the employee.

A cash benefit of 66.67% of your monthly salary (up to \$8,000) starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later. LTD services give you and your family confidential access to counselors as well as personal, legal, and financial assistance. Program Services include: unlimited, 24/7 access to information and referrals; In-person help for short-term issues; up to five sessions with a counselor per person, per issue, per year; One free consultation with a network attorney (with subsequent meetings at a reduced fee).

See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees.

**(6) Short Term Disability Options**

STD is available at no cost to the employee.

The plan pays up to 66.67% of your base pay up to a maximum benefit of \$1,800 per week. The benefits for accident or an illness begin on the 4th day consecutive day of disability and will continue for a maximum of 26 weeks (maximum benefit payout includes waiting period).

See ATTACHMENT A for details or refer to the Summary of Benefits and Coverage as provided to employees.

**(7) Pre-tax Expense Reimbursement Accounts for:**

- Health care reimbursement for out-of-pocket medical, dental, and vision care expenses including deductibles and co-payments.
- Participants in PPO or who have opted out of medical coverage will continue to have access to a Health Care Flexible Spending Account (FSA) with an annual contribution limit of \$2,750 or such other amount as required by regulation or law.
- Participants in the HSA Plan will have access to a Health Savings Account (HSA) with annual company contributions as shown in ATTACHMENT A.
- Dependent care reimbursement: for child and other dependent care needed to allow you and your spouse to work.



**(8) Carrier Administration**

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

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

**Section 3. Pension Plan**

**K-Vantage**

Union employees newly hired after December 31, 2006 will receive K-Vantage contributions from the Company. K-Vantage contributions are:

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

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

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

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

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

Retiree Medical Savings Account (Med-Vantage)

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

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

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

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

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

#### **Section 4. 401(k) Program**

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

The Company agrees to provide employees with benefits under 401k Plan (the “plan”) that contain an employee loan provision subject to IRS guidelines, employee Pre-tax and Roth 401k contribution features, and an employer matching contribution provision that is subject to an initial six (6) month eligibility period upon being hired.

The employer matching contribution consists of a dollar for dollar matching contribution of an employee’s hourly base salary up to the first 3% of an employee’s Pre-tax and/or Roth 401k contributions subject to the annual IRS dollar limits. Employees are always 100% Vested in their employee and employer matching contributions. Employer matching contributions are allocated to the employee’s 401k account each pay period.

#### **Loan Program:**

##### **Eligibility**

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

##### **Processing**

Employees can initiate a loan through ADP at [www.mykplan.com](http://www.mykplan.com) or by calling ADP Employee Services 800-929-2170. Loan recipients will be sent a truth-in-lending disclosure

statement. Loan requests are processed on the day the Employee initiates the loan if it is confirmed by 4 p.m. Eastern Time on a business day, on which the New York Stock Exchange is open. Loan requests made after 4 p.m. (or on holidays or weekends) will be processed on the next business day. A nonrefundable \$50 per loan initiation fee will be withdrawn from the Employee's account. The fee is considered an application fee and not part of the loan balance.

### **Amount**

The minimum loan amount an Employee can take is \$1,000. The maximum is the lower of \$50,000 or 50 percent of the balance (excluding K-Vantage) in the account. This amount is further limited in the event that an Employee has had an outstanding Plan loan at any time within the last 12 months, in which case the maximum available for both loans will be the lower of: 1. \$50,000 minus the difference between the highest outstanding loan balance in the last 12 months and the current amount outstanding, or 2. 50 percent of the balance – excluding K-Vantage

The resulting figure is the Employee's maximum loan amount. These limits will be applied as of the date the Employee calls the ADP 401(k) Service Center at 1-800-929-2170.

### **Source of Loan Funds**

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

An Employee cannot borrow money from his or her K-Vantage accounts.

### **Interest Rate**

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

### **Security**

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

### **Repayments**

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

Loans are repaid through payroll deductions on an after-tax basis. Employees who stop receiving a paycheck because of an unpaid leave of absence must continue making loan repayments. Payment arrangements should be made by calling the ADP 401(k) Service Center at 1-800-929-2170.

## **Prepayments**

Outstanding loan balances can be prepaid in full at any time. Partial loan prepayments are not allowed. Prepaying a loan in full should be arranged by calling the ADP 401(k) Service Center at 1-800-929-2170.

## **Default**

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

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

## **Loan Repayment During Military Leave of Absence**

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

## **Retirement, Termination of Employment, or Death**

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

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

## **Section 5. Group Insurance**

- Removed

## **Section 6. Educational Reimbursement Program**

### **I. POLICY**

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

### **II. GENERAL PROVISIONS AND PROCEDURES**

#### **1. General Provisions**

1. This policy applies to Company employees classified as regular, full-time and part-time.

2. Employees working less than forty hours a week will receive reimbursement comparable to the same percentage as the employee's normally scheduled worked hours (e.g., an employee who is normally scheduled to work 20 hours/week will be reimbursed 50% of the allowable reimbursement costs).

3. Financial reimbursement will be made through the expense reimbursement process. Charges covered are: tuition, registration fees, lab fees, and required graduation fees for degree programs. Employees receiving other assistance, such as Veteran's benefits, must deduct the amount of that assistance from the total of the applicable costs. The Company will reimburse 75% of the net applicable costs. Where courses taken are graded, the employee must receive a grade of no less than a C- to be reimbursed.

4. Although completion of a course of study provides an improved educational background, the accomplishment does not obligate the Company to reward such completion through promotion, transfer, reassignment, wage or salary increase, etc.

5. Educational Reimbursement Program is subject to revision or cancellation, as determined by the Company.

#### **Eligibility**

6. To qualify under the program, each course must be shown to maintain or improve skills required in doing work in the present position or be part of an approved degree program that provides development for a future position available within the employee's business unit. All courses in an Associate's, Bachelor's, or Master's degree program may qualify for reimbursement if the program is approved as related to employment and of direct benefit to the Company, provided the Degree/Course has been approved by HR prior to the start of the program.

7. Courses must be taken outside of the employee's normal working hours and may not interfere with the performance of regular work.

8. The following are included under ERP:

- Seminars and workshops,
  - Courses that do not receive college credit,
  - Adult education courses; and
  - Refresher courses for the Engineering in Training Exam and the Professional Engineer Exam, costs of tuition and registration.
9. The following are excluded from the ERP program:
- Cost of books, transportation, living expenses, drawing instruments, calculators, electronic equipment, recording devices, or other course material;
  - Late fees and interest for delayed payment plans;
  - Institutions or programs of study not approved by the Company;
  - Law degree programs, unless an individual course in law relating to an employee's present position is recommended by the employee's supervisor;
10. Reimbursements will not be made under the following conditions:
- If an employee fails to complete the course within the required time.
  - If the employee fails to complete the course with a grade of C- or better.
  - If the employee leaves the Company before the completion of the course.

### **Approved Institutions**

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

### **Program Administration**

12. Overall administration of this program is the responsibility of HR.

### **Applicable Taxes**

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

## **B. Procedures**

### **Application for Educational Reimbursement**

1. Employees interested in participating in Educational Reimbursement should first discuss their intentions with the appropriate supervisor and HR to obtain approval for the Degree/Course. Approval should be obtained no less than two weeks prior to the start of the course.

### **Change of Status**

2. Applicants should notify the appropriate business unit HR Coordinator if a change of status regarding the request for educational reimbursement occurs. Failure to report status changes will result in the employee's current reimbursement records not being kept up-to-date and may jeopardize any future educational reimbursements.

3. To replace a previously approved course, applicants should submit a new request for approval to HR.

4. If the employee is withdrawing from a course, written notification of the withdrawal, changes in the reimbursement amount requested, and any other changes that would affect the application process must be forwarded to HR.

### **Request for Educational Reimbursement**

5. Employees must submit copies of the course grade report and receipts for tuition and other eligible fees to HR through the expense reimbursement process.

### **Section 7. Automobile Drivers' Licenses**

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

### **Section 8. Payroll Deductions for Credit Union**

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

### **Section 9. Time Off to Vote**

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

### **Section 10. Coffee Breaks**

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

## **Section 11. Cell Phone Reimbursement**

The Company recognizes that employees may occasionally be required to make business phone calls and send and receive business e-mail and text messages. The Company will pay a flat amount of \$34.62 per paycheck to reimburse employees who are regularly required to use their personal cell phones to perform their job duties.

## **ARTICLE XVII – SAFETY**

### **Section 1. Regulations for Safety**

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

### **Section 2. Accident Investigation Reports**

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

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

### **Section 3. Inspection of Tools and Equipment**

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

### **Section 4. Assistance When on a Trouble Call**

An employee sent out on a trouble call may, in his discretion, request assistance if the trouble cannot be repaired safely and adequately by a single man.

## **ARTICLE XVIII – SUSPENSIONS AND DISCHARGES**

Upon written request of the Union, made within seven (7) days from the date upon which a regular employee has been suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt in writing of the foregoing request, the Company will inform the Union of the reason for suspension or discharge. The hearing will be conducted by the Department Head or a superior of the Company, and if as a result of the hearing the employee is exonerated, the employee will be reinstated without prejudice and compensated for loss in wages. The hearing shall be conducted in accordance with the method of adjusting grievances as provided in Article XIX herein.



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

## **ARTICLE XIX – ADJUSTMENT OF DISPUTES AND GRIEVANCES**

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

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

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

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

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

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

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

## **ARTICLE XX – NO STRIKES OR LOCK-OUTS**

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

## **ARTICLE XXI – CONSOLIDATION OR MERGER OF COMPANY**

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

## **ARTICLE XXII – MANAGEMENT**

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

## **ARTICLE XXIII – SUPERVISORS WORKING**

Full time supervisors above the rank of Working Foreman will not customarily perform the same work which is performed by the employees whom they supervise; provided, however, that supervisors may perform such work for the purpose of instruction and training; when qualified employees subject to this Agreement are not immediately available at the respective locations covered by this Agreement; and in case of emergency.

## **ARTICLE XXIV – CONTRACTING OUT WORK**

The Company shall not use outside contractors to perform work regularly done by its regular employees if so doing would result in any regular employee being discharged, laid off, or transferred to another job. In addition, the Company will make a reasonable effort to use internal resources from other work locations to the extent that they are available, in lieu of using contractors on a permanent basis. When bargaining unit employees are available and not otherwise assigned, the Company agrees that it will use its best efforts to first offer qualified unit employees overtime opportunities before having contractor crews perform overtime work within a unit, it being understood that this provision will not preclude contractor crews from performing overtime work to finish any jobs in progress and in cases of emergency when Company employees are not

immediately available. At the Union’s request, the Company will grant a meeting between the Union and the company to discuss use of Contractors.

**ARTICLE XXV – PROCEDURE FOR NEGOTIATING**

**CHANGES IN AGREEMENT**

If either party desires to make changes in this Agreement, the substance of the proposed changes shall be submitted to the other party prior to March 31, 2024 or prior to any March 31 thereafter, each party hereto reserving the right to bring up additional proposals during the course of negotiations. The parties shall meet promptly thereafter and endeavor to agree upon the proposed changes. If all proposed changes are not disposed of in a mutually satisfactory manner, (1) the proposed changes remaining in dispute may, by mutual agreement, be submitted to arbitration or, (2) either party shall have the right to terminate the Agreement. If all proposed changes are disposed of in a mutually satisfactory manner, the changes mutually agreed upon shall take effect on the May 31st following unless the parties agree upon a different effective date.

**ARTICLE XXVI – EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement when signed by the Company and Local Union 1837 or their authorized representative and approved by the International Office of the Union will take effect September 1, 2020 and shall remain in effect until March 31, 2024 and from year to year, thereafter; providing, however, that this Agreement shall terminate on March 31, 2024 or any March 31 thereafter if (1) either party prior to sixty days before March 31, 2024 or any March 31 thereafter serves notice of termination, or (2) the Agreement is terminated in accordance with Article XXV.

For Central Rivers Power NH, LLC

By: \_\_\_\_\_  
Matthew Stanley  
Vice President and General Manager

For employees of Central Rivers Power in each of the bargaining units covered by this agreement, and Local 1837 International Brotherhood of Electrical Workers

By: \_\_\_\_\_  
Tony Sapienza  
Business Manager

APPROVED:

\_\_\_\_\_  
International President of International Brotherhood of Electrical Workers

## **MEAL POLICY**

### **I. Purpose**

To set forth the terms and conditions under which the Company shall provide, or otherwise compensate employees for meals. Employees who are entitled to a minor or major meal shall receive compensation through the payroll system up to the limits defined in the policy.

### **II. Normal Definitions**

#### **Minor Meal:**

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

#### **Major Meal:**

For a day worker this meal would be the evening or “dinner” meal. This meal shall be subject to a \$20.00 maximum payment/reimbursement limitation.

### **III. Meal Periods**

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

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

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

An employee shall be entitled to a mid-shift meal under the conditions specified by paragraph 1 or when assigned away from home overnight.

This mid-shift meal shall normally occur four to five hours following the normal or scheduled reporting time unless management grants prior approval of an alternate period.

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

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

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

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

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

#### **IV. Payment in Lieu of a Meal**

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

**SCHEDULE A: MAXIMUM HOURLY WAGES**

For any employees on the PATHWAYS program, the following wage increases apply, unless the calculated wage is below the Standard Wage Rate in the following table, in which case the employee will revert to the Standard Wage Rate and no longer be considered a PATHWAYS employee:

- Effective (retroactively) to June 1, 2020: Hourly wage as of May 31, 2020 to be increased by 1%.
- Effective June 1, 2021: Hourly wage increase of 2%
- Effective June 1, 2022: Hourly wage increase of 2%
- Effective June 1, 2023: Hourly wage increase of 2%
- For all other employees, the following Standard Wage Rates apply:

	6/1/2020 1%	6/1/2021 2.5%	6/1/2022 2.5%	6/1/2023 2.5%
Hydro Operator Mechanic III	\$ 31.29	\$ 32.07	\$ 32.87	\$ 33.70
Hydro Operator Mechanic II	\$ 34.45	\$ 35.31	\$ 36.20	\$ 37.10
Hydro Operator Mechanic I	\$ 40.56	\$ 41.58	\$ 42.62	\$ 43.68
Hydro Operator Electric III	\$ 33.26	\$ 34.09	\$ 34.94	\$ 35.82
Hydro Operator Electric II	\$ 38.55	\$ 39.52	\$ 40.50	\$ 41.52
Hydro Operator Electric I	\$ 43.27	\$ 44.35	\$ 45.46	\$ 46.60

**EXHIBIT "B"**  
**DUES DEDUCTION**

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

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

NEW MEMBER:

WITNESS:

\_\_\_\_\_  
Please print

\_\_\_\_\_  
Please print

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_, 20\_\_\_\_

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

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

Contributions or gifts to the IBEW political fund are not deductible as charitable contributions for federal income tax purposes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Name (Print)

Local Union No. \_\_\_\_\_

Social Security or Employee ID No. \_\_\_\_\_



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