

# AGREEMENT

BETWEEN

UNITIL SERVICE CORP.

AND

LOCAL UNION No. 1837  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

JUNE 1, 2018 through MAY 31, 2023



**Unitil**  
Unitil Service Corp.



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## **PREAMBLE**

AGREEMENT made and entered into this 1<sup>st</sup> day of June, 2018 between Unitil Service Corp. (USC), a New Hampshire corporation hereinafter referred to as the "Company" or "USC," and Local Union No. 1837 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the EMPLOYEES OF THE COMPANY who have designated Local Union No. 1837 of the International Brotherhood of Electrical Workers to act for them as their collective bargaining agent, all hereinafter referred to as the "Union,"

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

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

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

### **Article 1 - Recognition**

The Company recognizes the Union to be the exclusive representative of all full time and regular part time electric distribution dispatchers ("EDD") employed at the Portsmouth, NH, location.

### **Article 2 - Union Security**

#### **2.1 – Union Security**

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

## **2.2 - No Discrimination**

Employees are covered by the Company's Anti-Harassment/Affirmative Action/Equal Employment Opportunity Policy HR 1.07, dated July 1, 2017. The Company provides equal employment opportunity for all employees regardless of race, color, marital status, religion, age, gender, sexual orientation, gender identity and expression, national origin, citizenship status, disability/handicap, genetic profile, pregnancy, military service, or status as a disabled veteran or veteran of the Vietnam era.

## **2.3 - Payroll Deduction for Union Dues**

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

## **2.4 - Outside Contractors**

The Company shall not use outside contractors to perform work regularly done by its regular employees if so doing would result in any regular employee being discharged, laid off, or transferred to another job.

# **Article 3 – Wages**

## **3.1 Schedule of Wages**

See Schedule A.

## **3.2 – New Employees and Probationary Period**

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

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

### **3.3 - Promotions**

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

### **3.4 - Overtime**

A Workday shall be defined as beginning at 6:00 a.m. and ending at 5:59 a.m. the following calendar day. An additional one times the employee's equivalent hourly rate (annual salary divided by 2080 hours) shall be paid for all hours worked on holidays (observed or actual). The employee shall be paid one and one half times for all hours worked outside of the normal work schedule or two times for unscheduled worked holidays. An employee who works their second consecutive Workday off in any week shall be paid double time (2x) for all work performed that day. The second consecutive day off begins 24 hours from the end of the last scheduled shift worked. These overtime premium payments will be paid in the pay period following the work.

It is sometimes necessary to assign overtime work for up to sixteen (16) hours per shift due to an anticipated severe weather event. These events will typically be anticipated in advance and triggered when the Company's weather service forecast indicates an Energy Event Index (EEI) Level 3 or higher. However, the Company reserves the right to require OT during other significant events as determined by the Area Commander as defined within the Company's Emergency Response Plan (ERP) regardless of the forecasted weather.

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

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

### **3.5 – Shift Stipend**

Employees will receive a weekly stipend of \$92.31 for working a variable shift schedule. This stipend will apply after the completion of the probationary period.

### **3.6 – Minimum Pay**

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

### **3.7 – Payment of Salary**

Employees are exempt salaried employees and shall be paid on a weekly pay frequency. Annual salary will be paid 1/52 each week. Payday will be on Thursday of each week, or the last workday prior to Thursday when Thursday falls on a holiday.

### **3.8 – Direct Deposit**

Effective June 1, 2018, the Company will no longer issue paper paychecks to employees, but will instead directly deposit the wages of every employee into the bank account(s) specified by the employee for that purpose.

## **Article 4 – Working Hours**

### **4.1– Normal Work Schedule**

Dispatchers will work a rotating schedule that may contain a combination of eight (8) or twelve (12) hour shifts. Each work day will consist of two twelve (12) hour shifts between the hours of 0600 and 1800 or 1800 and 0600. There will also be four (8) hour Utility EDD shifts each week normally scheduled Monday – Thursday from 0700 – 1500. The normal weekly schedule begins on a Sunday and follows the rotation detailed below:

**Week 1:** (5) consecutive days off, (2) consecutive shifts 1800-0600,

**Week 2:** (2) consecutive shifts 1800-0600, (3) days off, (2) consecutive shifts 0600-1800

**Week 3:** (1) shift 0600-1800, (1) day off, (3) consecutive shifts 1800-0600, (2) days off

**Week 4:** (1) day off, (4) consecutive shifts 0600-1800, (2) days off

**Week 5 (Utility Period):** (1) day off, (4) shifts normally Monday-Thursday 0700-1500 or as modified as indicated below, (2) days off

The Company reserves the right to modify the normal scheduled days and/or hours worked during the normal Utility Period to provide coverage for unscheduled absences, severe weather events or other system emergencies. The scheduled work days for the Utility Period can be modified to cover any shift during the Week 5 Utility Period and / or the last two days of the Week 4 rotation. When the Utility Period is used to cover a normal (12) hour shift, the EDD working the Utility Period will assume the schedule being covered. The Company will provide 24 hours' notice for changes to the schedule during the Utility Period. Unscheduled hours or hours worked greater than 32 hours for the Utility Period will be paid at the overtime rate.

Paid meal periods may be taken every four (4) hours when the workload permits.

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

**Posted Schedule:** The Company will post a weekly schedule for the following year by December 1. The intention is to continue with the then current weekly rotation schedule. The Company

may need to modify the Posted Schedule to accommodate extended absences to ensure coverage. The Company will provide seven (7) days' notice for any changes to the weekly Posted Schedule and 24 hours' notice for changes to the Utility Period.

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

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

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

#### **4.2 - Holidays**

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

#### **4.3 – Vacation Scheduling**

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

Each Employee shall schedule 50% of their total vacation/holiday entitlement including any carry over vacation time during the period from December 1 through January 31. Their desire as to the scheduling of these planned vacation/holidays shall be awarded by seniority. The Company will return the vacation approval no later than February 15 or it will be considered awarded. The remainder of their vacation and holiday entitlement may be chosen based on seniority by March 1<sup>st</sup>. The Company will return the vacation approval no later than March 15 or it will be considered awarded. After March 1<sup>st</sup> all vacation and holidays shall be awarded on a first-come, first-served basis; requests submitted on the same day will be awarded by seniority. These requests will be approved within 8 calendar days or they will be considered awarded. All vacation requests will be submitted in writing to their Supervisor on a form provided by the Company.

Except for a Declared Storm Emergency, as defined in Section 3.4, when an EDD takes 32 hours of vacation during the Utility Period they will not be required to work any time during their posted Utility Period.

Unscheduled vacation days may be taken only with at least 8 days advance request. Annually, each employee shall be permitted to take 24 hours of vacation with less than 8 days' notice.

Employees must give a minimum of 7 days' notice for cancelling vacation unless no other employee has been scheduled to cover.

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

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

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

#### **4.4 – Vacation Pay**

Provided under Vacation Pay Policy HR 1.20 effective 7/1/2017; Vacation time may be used in half day (4 hours) or whole day (8 hours) increments. Employees must seek prior approval from their supervisor before taking vacation time and all questions regarding vacation leave must be directed to the supervisor, manager or director. Employees may not reclassify vacation time due to illness once the vacation has begun. Employees will be charged for whatever scheduled hours they will be replacing with vacation time (i.e., a 12-hour, or 8-hour day or night).

#### **4.5 – Sick Pay**

Employees covered by this Agreement are eligible for the Company's Sick Pay Policy HR 1.46, effective June 1, 2018, and shall be entitled to two weeks sick pay upon completion of three (3) months of service but less than one (1) year of service. This sick pay benefit is for income protection for personal sickness only.

After one year of employment, employees will be entitled to apply for short term disability (STD) leave and income benefits described in the Company's Short Term Disability Leave and Income Benefits Policy HR 1.45. In order to be eligible to receive STD leave and income benefit, an employee must submit an application for STD income benefits and a certification from his or her treating physician indicating that the employee is unable to perform the requirements of his or her job, with or without reasonable accommodation, and requires STD leave. This provision for continuing earnings during periods of disability is not intended as an annual entitlement to cover absence for any personal reason, but is solely for the protection of an employee temporarily and legitimately disabled and usually under the care of a physician.



Eligible employees may receive up to twenty-six (26) weeks of Short Term Disability benefits in accordance with the following schedule:

Years of Services	100% Base Pay	66% Base pay
1 to 9 Years	12 Weeks	14 weeks
10+ Years	26 Weeks	

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

#### **4.6 – Sick Time, Bereavement, and Jury Time Off**

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

### **Article 5 – Working Conditions**

#### **5.1 – Meal Allowance**

In the event employees are required to stay for more than two (2) hours beyond the scheduled work day, the Company will provide the employee with a \$20.00 meal allowance or when off-duty employees are scheduled to work with less than 24 hours' notice, the Company will provide the employee with a \$32.00 meal allowance. Meal allowance payments will be made via payroll. However, no meal allowance will be provided in the event the Company provides meals at CED or the EDD is called-in to work at a regional EOC where meals are provided.

#### **5.2 – Residency Requirement**

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

#### **5.3 – Supervisors Working**

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

**5.4 – Company Policies – The following Company Policies apply:**

Policy Number	Policy Name	Effective Date
HR 1.07	Anti-Harassment/Equal Employment Opportunity	7/1/2017
HR 1.15	Bereavement Pay	6/1/2018
HR 1.40	Code of Ethics	7/1/2017
HR 1.21	Community Service Benefit	7/1/2017
HR 1.36	Continuation of Benefits on LTD/Medical Leave	7/1/2017
HR 1.49	Crime Victims Leave of Absence	7/1/2017
HR 1.51	Data Privacy	1/1/2017
HR 1.22	Employee Assistance Program	7/1/2017
HR 1.14	Education Assistance	6/1/2018
HR 1.29	Electronic Communications	1/1/2017
HR 1.06	Employee Conduct, Performance and Discipline	7/1/2017
HR 1.30	Employment of Relatives	7/1/2017
HR 1.05	Employment/Termination Categories	6/1/2018
HR 1.01	Family and Medical Leave	7/1/2017
HR 1.27	Jury Duty	7/1/2017
HR 1.09	Length of Service Awards	7/1/2017
HR 1.26	Medical and Dental Insurance Extension	7/1/2017
HR 1.08	Military Leave of Absence	6/1/2018
HR 1.11	Open Door and Conflict Resolution	7/1/2017
HR 1.13	PC Purchase	7/1/2017
HR 1.33	Privacy of Employee Records	11/1/2017

HR 1.39	Re-employment	7/1/2017
HR 1.10	Retirement Policy	7/1/2017
HR 1.04	Sexual Harassment	5/1/2017
HR 1.45	Short Term Disability & Income Benefits	6/1/2018
HR 1.46	Sick Pay	6/1/2018
HR 1.25	Small Necessities Leave	7/1/2017
HR 1.28	Smoke Free Workplace	6/1/2018
HR 1.03	Substance Abuse	1/1/2018
HR 1.34	Unpaid Leave of Absence	6/1/2018
HR 1.20	Vacation Pay	7/1/2017
HR 1.23	Wellness	7/1/2017
HR 1.41	Workplace Violence	6/1/2018

## **Article 6 – Employee Benefits**

**Medical** - Employees hired prior to January 1, 2017, shall have the option to choose between the Preferred Provider Organization (“PPO”) plan and the Consumer Directed Health Plan (“CDHP”) with a Health Savings Account (“HSA”). For employees hired after January 1, 2017, the sole plan offering will be the CDHP and the HSA. Please see the current underlying Plan Document for a detailed description of the plan benefits. Each plan requires a 20% employee contribution toward the monthly premium.

In the event the Excise Tax (“Cadillac Tax”) under the Affordable Care Act (ACA) goes into effect, both parties agree to negotiate plan changes necessary to avoid imposition of the Excise Tax. The Company agrees to provide the details (a description of the benefit changes and the actuarial documentation that substantiates the savings of the proposed changes) of any proposed changes when available, but not less than 90 days prior to the date necessary to prevent imposition of the Excise Tax, to provide the Union a reasonable time period to recommend alternative changes and the Company and the Union agree that they will not unreasonably withhold or delay approval. Before implementing such changes, the Company will provide notice to the Union and explain the basis for the proposed changes. The intent of these negotiations is not for the purpose of reducing the Company’s cost, but to prevent imposition of the Excise Tax, and to allocate the Company’s cost in an alternative manner to the union.

The following other employee benefit plans will continue unchanged for the duration of this contract. These benefits as described in detail in the respective Plan Documents include:

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

## **Article 7 – Grievance and Arbitration**

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

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

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

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

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

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

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

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

### **Article 8 – Consolidation and Merger**

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

### **Article 9 – No Strikes or Lockouts**

The Union agrees that it will not authorize a strike or work stoppage and the Company agrees that it will not engage in a lockout, because of disputes over matters relating to this Agreement.

The Union further agrees that it will take every reasonable means which are within its powers to induce employees engaged in a strike or work stoppage in violation of this Agreement to return to work. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates, for any strike or other interruption of work unless specifically provided in this paragraph.

### **Article 10 – Date and Term**

This Agreement, when signed by the Company and Local Union or their authorized representatives and approved by the International Office of the Union, shall take effect as of June 1, 2018 with increased wages to take effect in accordance with the Schedule of Wages appended hereto as Schedule A and made a part hereof, and shall remain in effect through May 31, 2023. It shall continue in effect from year to year thereafter, from June 1 of each year through May 31 of the following year, unless changed by mutual agreement or terminated.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement this 6<sup>th</sup> day of DECEMBER, 2018.

For Unitil Service Corp.

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

  
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By: Elizabeth M. Shaw  
Director, Human Resources

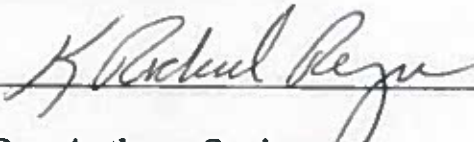
  
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By: James E. Goudreault  
Manager, Electric Dispatch & Substations

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


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

  
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By: Anthony Sapienza  
Asst. Business Manager  
Local Union No. 1837

  
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By: Michael Pouliot  
Steward, USC-CED

  
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Schedule A

**UNITIL SERVICE CORP.**

**SCHEDULE OF WAGES**

Contract period June 1, 2018 – May 31, 2023

Title	Months Progression	Weekly Rate				
		5/27/2018	5/26/2019	5/31/2020	5/30/2021	5/29/2022
Electric Distribution Dispatcher I	n/a	\$1,620.87	\$1,690.10	\$1,740.80	\$1,793.02	\$1,846.81
Electric Distribution Dispatcher I-A	12 months	\$1,531.33	\$1,577.27	\$1,624.59	\$1,673.33	\$1,723.53
Electric Distribution Dispatcher II	12 months	\$1,462.14	\$1,506.00	\$1,551.18	\$1,597.72	\$1,645.65
Electric Distribution Dispatcher II-A	12 months	\$1,427.40	\$1,470.23	\$1,514.33	\$1,559.76	\$1,606.56
Electric Distribution Dispatcher III	12 months	\$1,392.42	\$1,434.19	\$1,477.21	\$1,521.53	\$1,567.18

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