

# Agreement

Between

**New Hampshire Electric Cooperative**

And

**Local Union No. 1837**

**International Brotherhood  
of Electrical Workers**



October 1, 2012 – April 30, 2018





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## **APPROVAL SIGNATURES**



The parties to this agreement are New Hampshire Electric Cooperative, Inc., ("Cooperative"), and Local Union No., 1837 of the International Brotherhood of Electrical Workers, ("Union").

## **ARTICLE 1 – UNION RECOGNITION**

### **SECTION 1.1 – RECOGNITION OF UNION**

Whereas, both the Cooperative and the Union desire to maintain, with respect to the employees as listed in Appendix I, an effective collective bargaining relationship between them to provide means for the amicable settlement of all grievances and disputes, to fix the wage scale of said employees, to provide reasonable and fair working hours and conditions for said employees, to enable the Cooperative to continue to furnish efficient and high grade service to the public and to conserve and promote the interests of both the members of the Union and the Cooperative.

The Cooperative recognizes the Union as the exclusive representative of employees as defined in Section 1.2 of the Agreement.

### **SECTION 1.2 - DEFINITION OF EMPLOYEES**

Whenever used in this Agreement, the term "employees" shall mean all employees employed in Job Titles within Appendix I of this agreement, excluding temporary personnel as defined in Section 1.4 of the Agreement, supervisors as defined in the NLRA and all other personnel.

### **SECTION 1.3 – DEFINITION OF PROBATIONARY EMPLOYEES**

An employee who has never accrued seniority under the Agreement or predecessor agreement between the Cooperative and the Union, or an employee re-hired after termination of seniority shall be in "probationary" status until completion of nine (9) months of employment. The discipline or discharge of an employee, with or without cause, who is in probationary status, shall not be a violation of the Agreement.

### **SECTION 1.4 - DEFINITION OF TEMPORARY PERSONNEL**

"Temporary personnel" are persons hired by the Cooperative to work for a period not to exceed one hundred eighty (180) calendar days from the commencement of their employment in any calendar year. This includes summer, seasonal temporary employees, students assigned for training purposes, and people hired to replace an employee out on leave, vacation or suspension.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **SECTION 2.1 – RETENTION OF MANAGERIAL PREROGATIVES**

The Union agrees, for itself and the employees, not to hinder or interfere with the management and operation of the Cooperative in its several

departments, including, but not limited to, 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 Cooperative 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 Cooperative or the Union.

## **ARTICLE 3 – NO STRIKE OR LOCKOUT**

### **SECTION 3.1 – NO STRIKES**

During the term of this Agreement the Union agrees that there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from interpretations of this Agreement, or for any cause whatsoever. Such disputes shall be settled through adjustment of disputes and grievances.

### **SECTION 3.2 – DISCIPLINE FOR VIOLATION OF SECTION 3.1 ANALYSIS**

The failure or refusal on the part of any employee to comply with the provisions of Section 3.1 of this Agreement shall be cause for immediate discipline, including discharge.

### **SECTION 3.3 – NO LOCKOUTS**

In consideration of the Union's commitment as set forth in Section 3.1 of this Agreement the Cooperative shall not lock out employees.

## **ARTICLE 4 – EMPLOYMENT SECURITY**

### **SECTION 4.1 – EMPLOYMENT SECURITY**

In general, New Hampshire Electric Cooperative recognizes the critical importance of job security to the well being of its employees, their attitudes towards and their efforts on behalf of the company. The Cooperative also acknowledges that the cooperation and contribution of its employees are crucially important to its ability to compete in a developing unregulated market environment. Moreover, the Cooperative recognizes its basic responsibility, both to its employees and the communities in which it operates, to provide stable and secure employment to the fullest extent possible.

### **SECTION 4.2 – LAYOFF PROCESS**

If and when management determines it is necessary to lay off employees, layoffs shall be discussed with the Union prior to implementation and employees with eight (8) or more years of continuous employment will not be laid off.



Should layoffs of employees not protected as provided above ever become necessary, the Cooperative will meet and discuss with the Union the reason(s) for the layoffs, any alternatives for cost cutting, and the selection of employees to be laid off in accordance with contract seniority.

Employees laid off will be entitled to severance benefits in accordance with the company Severance Procedure number 768.10.

## **ARTICLE 5 – CONTRACTOR UTILIZATION**

### **SECTION 5.1 – EMPLOYMENT STABILITY**

The Cooperative agrees that in exercising its rights to subcontract work, an employee will not be laid off for lack of work during the period in which the work of his/her particular position is being done by a subcontractor, providing the employee is qualified, able and willing to do the work being subcontracted.

The Cooperative further agrees that whenever it implements a program to outsource/subcontract work currently being performed by Cooperative employees it will create a like number of job opportunities with the appropriate training being made available for employees. Employees failing to pursue available opportunities by the completion of the implementation of the outsourcing/subcontracting program will be laid off in accordance with contract seniority and Cooperative severance policy.

### **SECTION 5.2 – CONTRACTOR PREFERENCE**

Should the Cooperative contract work which is of such nature that it could come under the jurisdiction of Unions of the International Brotherhood of Electrical Workers, then the Cooperative agrees that it shall give preference to contractor employees who have agreement with or have made arrangements with Unions of the International Brotherhood of Electrical Workers having jurisdiction where the work is done or to be done, provided, such contractors are available and qualified to perform the work to be done, and such contractors are the best and lowest bidders.

## **ARTICLE 6 – UNION SECURITY**

### **SECTION 6.1 – UNION SHOP**

The Cooperative agrees that it shall require, as a condition of employment, that any employee covered by this Agreement shall be required to apply and become a member in the Union at the end of thirty (30) days of continuous employment.

## **ARTICLE 7 - CHECKOFF**

### **SECTION 7.1 - PAYROLL DEDUCTION FOR UNION DUES**

The Cooperative agrees to make payroll deductions for Union dues upon written authorization of employees who are Union members and forward the amounts so deducted to the Union within thirty (30) calendar days.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **SECTION 8.1 – DEFINITION OF GRIEVANCE**

A grievance is any dispute or misunderstanding of this Agreement by the Cooperative, an employee or the Union.

### **SECTION 8.2 – GRIEVANCE PROCEDURE**

#### **(a) Step 1 - Notice to Immediate Supervisor or District Representative**

The employee shall notify, in writing, his or her immediate supervisor or District Representative and their shop steward that a dispute or grievance exists as soon as reasonably possible, but not to exceed fifteen (15) working days after the employee should have reasonably learned of the event giving rise to the grievance. The immediate nonunion supervisor shall respond in writing to the employee not later than five (5) workdays thereafter.

#### **(b) Step 2 - Written Appeal to the Manager/Vice President**

If the grievance is not settled at Step 1, the employee and shop steward, not later than ten (10) work days after receipt of the immediate supervisor's written answer at Step 1, may file a written grievance of that answer to the employee's Manager or Vice President of Operations & Engineering, whichever is appropriate. The Manager or Vice President shall meet with the employee, the employee's nonunion supervisor and the employee's shop steward not later than 15 days after receipt of written grievance. The Manager or Vice President shall give his written response to the grievance within ten (10) workdays after such meeting.

#### **(c) Step 3 - Written Appeal to the President/CEO**

If any dispute or grievance is not settled at Step 2, the employee and shop steward, not later than ten (10) work days after receipt of the Manager's or Vice Presidents written response at Step 2, may file a written grievance of that response to the President/CEO or his designee. The President/CEO or his designee shall meet with the employee, the Chief Steward, and the Union Business Agent as soon as reasonably possible. The President/CEO, or his designee, shall give his written response to the grievance within ten (10) work days after such meeting, which answer shall be final and binding on the employee, the Union and the Company, unless it is appealed to arbitration by the Union in accordance with the procedures set forth in Article 9 of this Agreement within thirty (30) workdays or another mutually agreed timeframe.

An International Representative of the IBEW may be present at this state of the grievance only to assist the Local Union.

### **SECTION 8.3 – WRITTEN PRESENTATION**

All written grievances presented in the procedure set forth in Section 8.2 of this Agreement shall set forth: any known facts at that time giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved parties; and the remedy sought. It is not the intent of either party that a written grievance be disallowed due to minor deficiencies. All grievances shall be signed and dated by the aggrieved employee and/or their shop steward. All written responses shall be signed and dated by the appropriate Cooperative Representative. The time required for the grievance to be returned by either party to correct minor deficiencies shall not count towards time limits set forth in Article 9.

### **SECTION 8.4 – TIME LIMITATIONS**

No grievance shall be accepted by the Cooperative unless it is submitted within the time limits set forth in Section 8.2 of this Agreement. If either party fails to meet the time limits set forth in this Article, the grievance shall be deemed settled in accordance to the other party's remedy sought. Time limits may be mutually extended with written notice.

### **SECTION 8.5 – RECOGNITION OF UNION STEWARDS**

Each of the Cooperative areas represented by a Steward on July 1, 1991 will continue to be represented by a Steward designated by the Union. The Cooperative will also recognize one (1) Chief Steward for all employees within the Cooperative. A shop steward must be employed in the same area as the employees he/she represents. The Union shall notify the Cooperative from time to time, in writing, of the employee's appointment as a shop steward.

### **SECTION 8.6 – MANAGEMENT AND UNION MEETINGS**

Management and Union Representatives shall meet from time to time at the request of either party.

### **SECTION 8.7 – SUSPENSIONS AND DISCHARGES**

Upon written request of the employee and the Union, made within five (5) work days from the date upon which a regular employee has been suspended or discharged, the Cooperative shall meet with the employee and the Union representative to discuss the suspension or discharge. This meeting shall be considered Step three (3) of the Grievance Procedure set forth in Article VI of this Agreement.

## **ARTICLE 9 – ARBITRATION**

### **SECTION 9.1 – APPEAL PROCEDURE**

If the Union and the Cooperative are unable to settle a dispute or grievance as provided in Article 8 above, it may be submitted to arbitration before an arbitrator appointed in accordance with Section 9.2. The party submitting the grievance for arbitration shall furnish a copy of said grievance to the other party at the time of submission to arbitration.

#### **SECTION 9.2 – SELECTION OF ARBITRATOR**

The Union and the Cooperative shall agree to the appointment of a single arbitrator in conformance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The "Streamlined Labor Arbitration Rules" shall not apply to any dispute arising from this contract unless specifically agreed between the parties. The decision of the arbitrator shall be final and conclusively binding upon the parties.

#### **SECTION 9.3 - ARBITRATOR'S JURISDICTION**

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. No arbitration decision shall be binding beyond the life of this Agreement.

#### **SECTION 9.4 - FEES AND EXPENSES OF ARBITRATOR**

The fee of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Cooperative and the Union; otherwise each party shall bear its own arbitration expense.

### **ARTICLE 10 - SENIORITY**

#### **SECTION 10.1 - DEFINITION**

Seniority will reflect the amount of unexpired time in a union position. If an employee leaves a non-union position to transfer to a union position, their seniority starts the day they start working in the union position. Conversely, if an employee leaves a union position and transfers into a non-union position, their seniority stops. If they transfer back into a union position or the position becomes unionized, the effective date of transfer or unionization becomes the new beginning date of seniority. If one or more employees have the same seniority date, date of hire will be used to determine seniority. If one or more employees have the same seniority date and date of hire, the date of application or resume will determine seniority. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in Section 10.1 back to the date of hire.

*\*Clarification as per letter between the Cooperative and Union dated October 16, 1990.*

#### **SECTION 10.2 - LAYOFF**

Selection of employees for layoffs because of reduction in working forces shall be based upon Union-Cooperative seniority when qualified as set forth in Section 10.1 of this agreement. The application of this section could require an employee to move to a different work location.

### **SECTION 10.3 - RECALL**

Employees laid off due to lack of work shall be placed on a preferential list for re-employment on the basis of Union-Cooperative seniority as described in Section 10.1 and shall be offered employment at the job then open provided they are willing to accept the rate of pay applicable to the job title and further provided the employee is qualified to accept the position.

### **SECTION 10.4 - FILLING OF VACANCIES**

#### **(a) Posting and Bidding**

The Cooperative will post notices of job openings, company-wide for five (5) working days. Subject to the provisions of Section 10.4 (a), any employee may submit a bid for the job to the Cooperative's Human Resources Department in writing, during the posting period.

#### **(b) Selection**

From among employees seeking to qualify for a posted job, who submit bids for the job, the Cooperative will award the job to the most senior qualified employee from this bargaining unit. If no bargaining unit employees submit a bid or are qualified, the Cooperative will award the job to the senior qualified bidder from the Warehouse unit at NHEC. If no employees are qualified for the posted job who submit bids for the job, the Cooperative may fill the job from any source.

#### **(c) Disqualification of Bidder**

An employee who is unable to perform the job to which he or she is bid to the satisfaction of the Cooperative within six (6) months after being awarded the job shall be returned to the Job Title he or she held at the time of submitting the bid and all other employees filling vacancies shall return to their original Job Title and compensation prior to their transfer to their existing position.

### **SECTION 10.5 - TERMINATION OF SENIORITY**

An employee who is laid off for a period of more than three (3) years, resigns voluntarily or is discharged for just cause shall lose all seniority.

### **SECTION 10.6 – RETROGRESSION PAY PLAN**

When an employee with fifteen (15) or more years of service with the Cooperative cannot thereafter perform his/her regular duties due to some

physical condition or impairment, but is capable of performing duties of another classification, the Cooperative shall endeavor to assign him/her to a work function which he/she is capable of performing provided there is a position available. The following Compensation Plan shall apply.

a) Less than fifteen (15) full years of continuous service at the time of retrogression:

- (1) An employee with less than fifteen (15) full years of continuous service with the Cooperative at the time of retrogression shall receive the base rate of his/her new job classification.
- (2) The new rate shall become effective at the time of such retrogression.

(b) Fifteen (15) full years or more of continuous service at time of retrogression:

- (1) An employee with fifteen (15) or more, but less than twenty-five (25) full years of continuous service with the Cooperative at the time of retrogression shall receive a rate of pay equal to the rate of the new job classification, plus twenty-five percent (25%) of the difference between the rate of pay of the new job classification and the rate of pay of the job classification from which he or she is being retrogressed from.
  - (2) A regular employee with twenty-five (25) or more years of service with the Cooperative at the time of retrogression shall receive a rate equal to the rate of pay of the new job classification, plus one half (1/2) the difference between the rate of pay of the new job classification and the rate of pay from which he or she is being retrogressed from.
- (c) An employee who has thirty (30) plus years of service and has drawn their retirement is not eligible under Section 10.6 Retrogression Pay Plan and any employee reaching his/her 30 years and drawing retirement may not continue under the Retrogression Pay Plan.

The employee's new rate of pay determined at the time of retrogression shall remain frozen until such time as through regular rate increases his/her new job classification scale exceeds his or her new pay rate. At that time the employee shall follow the scale for their new classification.

## **ARTICLE 11 – JOB CLASSIFICATIONS/TRAINING**

### **SECTION 11.1 – LINEWORKER TRAINING PROGRAM**

- (a) Any employee hired or transferred to the Line Department on or after October 1, 1988, or who has agreed in writing as a condition of

assignment, will be required to satisfactorily complete a Lineworker Training Program designed by the Cooperative, unless already qualified as a First Class Lineworker.

- (b) The Lineworker Training Program will be a four year course consisting of classroom, correspondence and on-the-job training. Promotion from one apprentice line position to another will be contingent on satisfactory completion of Lineworker Training Course material required for the new position, satisfactory completion of required on-the-job training as certified by the employee's non-union supervisor and the passage of minimum amount of time as outlined below.

Title	Timeframe in Months
Apprentice Lineworker 4	0 – 6 and 6-12
Apprentice Lineworker 3	12 – 18 and 18-24
Apprentice Lineworker 2	24- 30 and 30-36
Apprentice Lineworker 1	36 – 42 and 42-48
Lineworker 1 <sup>st</sup> Class RG	48+
<i>Wages paid as per Appendix I – Wage Schedule</i>	

- (c) The employee may for good cause be granted a full time extension to complete the program and a maximum of two opportunities to pass the examination of each segment. Failure to successfully complete any segment of the Lineworker Training Program will result in termination or placement in a position at the Cooperative's discretion if a position exists.
- (d) Employees of the line department who are not required to complete the Lineworker Training Program under paragraph (a) above may elect to participate in the Lineworker Training Program. The Cooperative will bear the cost of the program provided the employee successfully completes each segment. Failure to complete any segment within two years of beginning it or failure to pass the examination for any segment will make the employee ineligible for further participation in the training program. In addition the employee will be required to reimburse the Cooperative through payroll deduction for 50% of the cost of the failed segment.
- (e) A Union Representative may be present at the final exam at no cost to the Cooperative.
- (f) The Cooperative and the Union agree to the establishment of a Joint Lineworker's Apprenticeship Committee which shall meet at least quarterly or at other reasonable intervals of time at the request of any two members of the Committee. The Committee shall consist of two members appointed by the Cooperative and two members appointed by the Union. The Committee shall administer the program, review

apprentice progress, support apprentices, and establish program procedures.

## **SECTION 11.2 – METER TECHNICIAN TRAINING PROGRAM**

- A. Any employee hired or transferred into Metering Services on or after May 1, 1997, or who has agreed in writing as a condition of assignment, will be required to satisfactorily complete a Meter Technician Apprenticeship Program designed by the Cooperative, unless already qualified by the Cooperative as a Meter Technician I.
- B. The Meter Technician Apprenticeship Program will be a four (4) year course consisting of classroom in house training, conferences, seminars, meter schools, on-the-job training and/or correspondence courses. Time spent attending classes and studying may be on the employee's own time. Promotion from one Meter Technician step to another will be contingent on satisfactory completion of Meter Technician Apprenticeship Program course material required for each position step, satisfactory completion of required on-the-job training as certified by the employee's non-union supervisor in the passage of time as outlined below:

<b>Classification Step</b>	<b>Timeframe in Months (min/max)</b>
Meter Technician Trainee	6/12
Meter Technician III	6/12
Meter Technician II	6/24
Meter Technician I	Complete by 48 <sup>th</sup> Month

- C. The employee may for good cause be granted a maximum of two opportunities to pass the final assessment of each position step and up to two six month time extensions to complete the program. Failure to successfully complete any segment of the Meter Technician Apprenticeship Program will result in termination or placement in a union position at the Cooperative's discretion if a position vacancy exists.
- D. Wages for employees in Meter Technician classifications shall be in accordance with Appendix I.
- E. Agreement for Meter Technician Apprenticeship Program (see following attachment)



### **Agreement for Meter Technician Apprenticeship Program**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with

\_\_\_\_\_ in accordance with the Meter Technician  
(Name of Applicant)

Apprenticeship program which is hereby made a part of this Agreement.

New Hampshire Electric Cooperative, Inc., will make every effort to ensure the Apprentice will be adequately trained, instructed and given every opportunity to advance in the Meter Technician Apprenticeship Program.

The Apprentice agrees to perform diligently and faithfully the work of New Hampshire Electric Cooperative, Inc. and complete his/her related instruction during the period of apprenticeship, in conformity and in accordance with the Meter Technician Apprenticeship Program.

The term of Apprenticeship shall be a maximum of four (4) years. Credit for previous experience, if any may be considered. The Apprentice agrees to attend classes of related instruction as required, and also agrees to spend the necessary time for study and master of classes to ensure successful completion of coursework.

The Apprentice understands if he/she is in a position currently listed in Appendix I of agreement between New Hampshire Electric Cooperative, Inc. and Local No. 1837 International Brotherhood of Electrical Workers or is a new employee, prior to entering the Program and fails to complete the Program successfully, he/she may be terminated unless there is another vacant job opening in the organization which he/she is qualified for and is selected.

The Apprentice agrees to accept financial responsibility for replacement costs of all study aids lost or damaged, or for failure to return them to the Cooperative if employment is terminated prior to the completion of the program.

### **APPRENTICESHIP AGREEMENT**

#### **SIGNATURES**

\_\_\_\_\_  
(Apprentice)

\_\_\_\_\_  
(NHEC Supervisor)

\_\_\_\_\_  
(Witness)

### SECTION 11.3 – LINE DESIGN TECHNICIAN TRAINING PROGRAM

- A. Any employee hired or transferred into Line Design Services on or after January 1, 2003, or who has agreed in writing as a condition of assignment, will be required to satisfactorily complete a Line Design Apprenticeship Program designed by the Cooperative. Satisfactory completion requires at least a C in each class taken and also may require written and verbal demonstration of competency in the knowledge and tasks needed for on the job proficiency.
- B. The Line Design Apprenticeship Program will be a four (4) year course consisting of classroom and correspondence courses and on-the-job training. Time spent attending classes will be company time and studying will be on the employee's own time. Promotion from one step to another will be contingent on satisfactory completion of Line Design Apprenticeship Program course material required for each position step, satisfactory completion of required on-the-job training as certified by the employees' non-union supervisor and the passage of maximum amount of time as outlined below.

Classification Step	Timeframe in Months
Line Design Technician Apprentice	0 - 9
Line Design Technician IV	9 - 24
Line Design Technician III	24 - 36
Line Design Technician II	36 - 48
Certified Line Design Technician	48+

- C. The employee may for good cause be granted a maximum of two opportunities paid by New Hampshire Electric Co-op, and a third opportunity paid by the employee, to pass the final examination of each PDA Course Level. The employee may for good cause be granted up to a six-month time extension to complete the second final examination for that level. During the six-month extensions there will be help available for the section of the course that needs further study. Failure to successfully complete any segment of the Line Design Apprenticeship Program will result in termination or placement in a union position at the Cooperative's discretion if a position vacancy exists.
- D. A Union Representative may be present at final examinations at no cost to the Cooperative. Final Examinations will be scheduled during normal business hours.
- E. Agreement for Line Design Apprenticeship Program (see following attachment)

### Agreement for Line Design Apprenticeship Program

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with  
\_\_\_\_\_ in accordance with the Line Design  
(Name of Applicant)

Apprenticeship program which is hereby made a part of this Agreement.

New Hampshire Electric Cooperative, Inc. will make every effort to insure the Apprentice will be adequately trained, instructed and given every opportunity to advance in the Line Design Technician Apprenticeship Program.

The Apprentice agrees to perform diligently and faithfully the work of New Hampshire Electric Cooperative, Inc. and complete his/her related instruction during the period of apprenticeship, in conformity and in accordance with the Line Design Apprenticeship Program.

The term of Apprenticeship shall be a minimum of four (4) years. Credit for previous experience, if any may be considered. The Apprentice agrees to attend classes of related instruction as required, and also agrees to spend the necessary time for study and master of classes to ensure successful completion of coursework.

The Apprentice understands if he/she is in a position currently listed in Appendix I of the agreement between New Hampshire Electric Cooperative, Inc. and Local No. 1837 International Brotherhood of Electrical Workers or is a new employee, they will be granted a maximum of two opportunities paid by New Hampshire Electric Co-op, and a third opportunity paid by the employee, to pass the final examination of each PDA Course Level, failure to complete the Program successfully, he/she may be terminated unless there is another vacant job opening in the organization which he/she is qualified for and is selected.

The Apprentice agrees to accept financial responsibility for replacement costs of all study aids lost or damaged, or for failure to return them to the Cooperative if employment is terminated prior to the completion of the program.

### **APPRENTICESHIP AGREEMENT**

#### **SIGNATURES**

\_\_\_\_\_  
(Apprentice)

\_\_\_\_\_  
(NHEC Supervisor)

\_\_\_\_\_  
(Witness)

## SECTION 11.4 – SYSTEM ELECTRICIAN

- A. Step adjustments to be based on minimum time in progression as listed below and performance evaluation by management.

Classification Step	Total Time in Progression
System Electrician I	5 years
System Electrician II	4 years
System Electrician III	3 years
System Electrician IV	2 years
System Electrician V	1 year
System Electrician VI	6 months
System Electrician Trainee	

## SECTION 11.5 – OPERATIONS COORDINATOR

- A. Step adjustments to be based on minimum time in progression as listed below and performance evaluation by management.

Classification Step	Total Time in Progression
Operations Coordinator I	(24 – 36 months)
Operations Coordinator II	(12 – 24 months)
Operations Coordinator III	(0 – 12 months)

*\*As per Tentative Agreement signed 09/27/12:*

- 1. Levels of progression to be determined within a 3 month period from 10/01/12.*
- 2. The two (2) Senior Operations Coordinators employed on 10/01/12 will not be required to progress through the “steps”, but may choose to do so.*

## ARTICLE 12 – WAGES

### SECTION 12.1 – STRAIGHT TIME RATE

Except as otherwise specified in this Agreement, an employee shall be paid the straight time rate of pay for his designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight time rate of pay for each job classification is specified in Appendix I attached hereto and considered in all respects to be a part of this Agreement.

### SECTION 12.2 – OVERTIME RATE OF PAY

For all hours actually worked in excess of eight (8) scheduled hours and in excess of forty (40) hours in a work week, an employee shall be paid one and one-half (1.5) times his/her straight time rate of pay for that work week.

Hours worked on Sunday and between the hours of 12:00 midnight to 7:00 am of other days shall be paid for at double (2) times his/her straight time rate of pay. Scheduled vacation, holiday, bereavement

and sick leave shall be considered in calculating the (40) hour work week. Employees working a holiday shall receive eight (8) hours straight time for the holiday, in addition, all hours worked during the normal scheduled work day will be paid at time and a half (1 ½). All hours outside the scheduled work day shall be paid at double time and a half (2 ½).

#### A. Operations Coordinators

An Operations Coordinator employee will be paid at one and one half (1 ½) his/her straight time rate when working:

- more than scheduled hours/day or
- more than scheduled hours/week or
- more than 40 hours in one week

When an employee is called in to work on his/her second day of two or more scheduled days off and seven (7) hours before their scheduled start time of all other days worked, he/she will be paid double (2) his/her straight time rate. This does not include scheduled vacation days off.

When an employee is called in to work on all other days off, (excluding scheduled vacation days) hours worked between 7:00 am and midnight will be paid at one and one half (1 1/2) his/her straight time rate and double (2) his/her straight time rate for hours worked between midnight and 7:00 am. If the employee is required to work beyond sixteen (16) hours, he/she will be paid at double (2) his/her straight time rate until the employee has had 8 consecutive hours of rest time.

When an employee is called in to work on his/her vacation, he/she will be paid at double (2) his/her straight time rate from midnight to 7:00 a.m. Beginning at 7:00 a.m. and continuing for the number of hours originally scheduled for that day, he/she will be paid at the straight time rate. All other hours will be paid at one and one half (1 1/2) the straight time rate. Any unused vacation hours are to be rescheduled.

When an employee is scheduled to work on a holiday, he/she will be paid at one and one half (1 1/2) times his/her straight time rate of pay for that day and he/she will be paid twelve (12) hours holiday pay at their straight time rate. All hours worked outside the employees scheduled shift will be paid at two and one half (2 1/2) his/her straight time rate.

#### **SECTION 12.3 – 4/10 HOUR DAYS**

All hours of scheduled (4/10's) will be paid at straight time rate. All other hours worked will be paid at the appropriate overtime rates except; 1.) the additional day off during the week will be treated as a Saturday and 2.) the hours of double time pay will be either 11:00 pm to 6:00 am the next day for those on the scheduled 4/10's with a work day starting at 6:00 am or 12:01 am and 7:00 am for those scheduled on

4/10's with a work day starting at 7:00 am. All other employees on a 5/8 schedule continue working under the present contract provisions.

#### **SECTION 12.4 – CALL OUT**

When an employee is called out to work before or after his/her regular workday he/she shall receive minimum pay of 3 hours at the appropriate overtime rate except to the extent such call outs shall merge into regular working hours or shall overlap. Time paid for such calls shall begin immediately upon arrival by the employee at his/her station and end upon his/her return to the same station.

When an employee is called in and reports for work three (3) hours or less after the time he/she went off duty, the time off will not prevent the hours worked thereafter from being considered as consecutive with the previous hours worked.

The minimum pay provision is not applicable to scheduled overtime that is an extension of work either before or after the regularly scheduled work day.

#### **SECTION 12.5 – SHIFT DIFFERENTIAL**

A. Auto Mechanic - The Auto Mechanic job titles scheduled to work the normal scheduled second (2nd) shift shall receive an additional dollar (\$1.00) per hour for each hour worked during that shift. Senior mechanic on the second (2nd) shift shall be designated in charge and shall receive an additional 3.6% per hour of premium pay.

With five (5) working day's notice a 2nd shift mechanic may be transferred to the 1st shift without the payment of 2nd shift differential. At management's discretion, 2nd shift mechanics may be moved to 1st shift, if the five days' notice is not provided the shift differential will be paid through the fifth (5th) day.

B. Operations Coordinator - Operations Coordinators scheduled to work the second or third shift shall receive an additional \$1.00 per hour for each hour worked during that shift. Starting 9/29/02 Operations Coordinators scheduled to work Saturday or Sunday 7:00 am to 7:00 pm shall receive an additional \$1.00 per hour for each hour worked during those hours. The additional dollar will be added after any calculations for overtime.

#### **SECTION 12.6 – SIXTEEN HOUR PROVISION/CO-OP STORM RATE**

When an employee is required to work beyond sixteen (16) consecutive hours, they will be paid at double their 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.

A. Trouble Event - When an employee is required to work sixteen (16) or more consecutive hours, he/she will be allowed a period of eight (8) hours off before returning to work unless an emergency arises which makes it necessary for the Cooperative to call him/her 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) consecutive hours an employee continues working or is called back to work with less than eight (8) hours off, he/she shall return at double time. The Cooperative will make an attempt to avoid requiring any employee to work beyond sixteen (16) consecutive hours and limit the hours to a maximum of twenty four (24). The employee reaching sixteen (16) hours shall notify his or her immediate supervisor or district representative or the Cooperative Control Center if an eight (8) hour rest period has not been provided. Failure to notify a non-union supervisor shall not result in disciplinary action, unless gross misconduct is found to be the case.

B. Storm Event - In the assessment that the Trouble Event will take more time to complete, a 16/8 Storm Event will apply. An eight (8) hour rest is required before working an additional sixteen (16) hours at one and one half (1 ½) times the rate. This rotation will continue until the storm event is over. When the event is over an eight (8) hour rest is required. Section 12.2 still applies.

C. Out of Co-op Territory Storm Rate - Follow the contract of the host utility as pertaining to the payment schedule. Employees to be paid at prevailing rate or Co-op rate, whichever is higher; all Co-op contract premiums apply.

#### **SECTION 12.7 – TRANSPORTATION & EXPENSE ALLOWANCE**

Employees when required to work a distance from their base area will be paid expenses as follows:

- (a) When the Cooperative supplies transportation between the base and work, the employee will be allowed travel time at the rate applicable and equal to the time spent en-route.
- (b) When the employee is required to use public transportation the employee will receive the actual fare paid and will be allowed travel time at the rate equal to the time spent en-route.
- (c) When an employee is required to remain away from home overnight the Cooperative shall provide suitable accommodations at its expense.

#### **SECTION 12.8 – WAGE & SALARY INCREASES**



Whenever general salary increases are granted such as at October 1 of each year, such increases shall become effective on the Friday closest to October 1 for all applicable employees whether at work or not on that date except those employees who have been absent for reason of sickness, injury or leave-of-absence for more than sixty (60) calendar days.

## **SECTION 12.9 – MEALS**

Any I.B.E.W. employee who is called into work and works all or part of the meal hour will be entitled to reimbursement of that meal at the appropriate rate. When an employee is required to work overtime or is called out and when such overtime forces him/her to miss his/her regular-meal hour, the Cooperative will provide a meal allowance of \$8.00 for breakfast, \$8.00 for lunch and \$18.00 for dinner with a minimum of 1 hour worked. One meal will be allowed between the hours of 7:00 p.m. and 5:00 a.m. provided there are at least 4 hours worked, with a maximum allowance of \$42.00 in a 24 hour period. Employees shall receive the meal allowance even if the meal is taken after work hours. Wages shall not be paid for time taken to stop and eat.

In extreme storm conditions or emergency situations, Section 11.6 Meals, shall not apply and time taken to stop and eat shall be included in the calculation of wages. Only one dinner shall be paid within a 24 hour workday.

The customary time frames for meal hours shall continue to be:

Breakfast	5:00 a.m. to 7:00 a.m.	\$ 8.00
Lunch	11:00 a.m. to 1:00 p.m.	\$ 8.00
Dinner	5:00 p.m. to 7:00 p.m.	\$18.00

In those cases where an employee is called in prior to, and continues working up to or past, their normally scheduled starting time for a normal work day, they will be allowed to extend their coffee break in which they may stop and eat their breakfast. This practice is allowed because the employee is unable to prepare and eat a breakfast prior to reporting to work. This privilege is being allowed to accommodate this situation and is expected to take less than one-half an hour. Excessive abuse of this privilege will result in its withdrawal.

While it is understood that an employee will provide his/her lunch during the normal schedule, should an employee be called out prior to their normal starting time and is unable to prepare his/her lunch the employee is eligible for a \$8 lunch allowance.

For a 4 - 10 Hour Days schedule - Changes as follows for those scheduled on the 4/10's schedule - the breakfast mealtime will become the two hour period prior to the start of the workday and supper mealtime will become



the two hour period after the end of the workday for days scheduled - all others would stay the same.

## **ARTICLE 13 – HOURS OF WORK**

### **SECTION 13.1 – PURPOSE OF ARTICLE**

The sole purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages. The Cooperative pay records, practices and procedures shall govern the payment of all wages in accordance with this agreement.

### **SECTION 13.2 – REGULAR WORK WEEK**

The regular work week shall consist of forty (40) scheduled hours of work, Monday through Friday. The payroll period of time sheets shall begin immediately after 3:30 pm on Friday and end at 3:30 pm the following Friday.

### **SECTION 13.3 – WORKDAY**

Regular Workday - A regular workday shall consist of eight (8) consecutive hours of actual work in a workday, exclusive of unpaid meal periods. Lunch shall be taken between the hours of 12:00 noon to 1:00 pm, except as otherwise agreed from time to time. The Cooperative, upon mutual agreement with the Union and employees may utilize a ten (10) hour, four (4) day work week in selected areas at no penalty or wage premium to the Cooperative.

A. Operations Coordinator - The Operations Coordinators will work a rotating schedule that may contain a combination of ten (10) and twelve (12) hour shifts. The work week can be 36, 40 or 48 scheduled hours. The schedule will be published in advance to allow for vacation scheduling and will be agreed upon by the Operations Coordinators and management.

In addition to the Dispatching Shifts, a third “float” shift will be included in the schedule rotation. The float shift will be a 40 hour work week and will be used to cover vacation days, sick days, training and special projects. When used to cover a dispatching shift the float person will assume the schedule that he/she is covering for.

When the float covers for a 48-hour schedule, the compensation will be 40 hours at straight time and 8 hours at one and one half times his/her straight time rate. The employee being rescheduled for “vacation” will be charged 40 hours of vacation.

When the float covers for a 36 hour week, the employee will be scheduled an additional 4 hours to make a 40 hour work week. At the option of the employee a 36 hour workweek will be approved. The employee being rescheduled for “vacation” will be charged 36 hours of vacation.

When the float covers for a single day, vacation or sick day, he/she will be paid 12 hours at the straight time rate for covering the shift. The scheduled hours for the week will be modified so that the float person works no more than 40 hours for the week.

No employee shall be required to work more than scheduled hours unless an emergency arises.

#### **SECTION 13.4 – 4/10 HOUR DAYS**

Those scheduled to work 4 ten (10) hour days will still work 40 hours per week, but will be on a scheduled consecutive four (4) day basis.

Four day, ten hours per day work schedule conditions:

For those scheduled for 4/10s, the workday will consist of ten (10) consecutive hours of actual work in a workday, exclusive of an unpaid one-half (1/2) hour meal period and the scheduled work day will be any 10 hour period between 6:00 am and 6:00 pm with an unpaid one-half hour for lunch.

1. Effective dates: Upon mutual agreement of the parties to terminate following a 30 day notice of intent from either party.
2. Eligibility: All personnel within the Operations & Engineering Division where schedules can be adapted to accommodate 4-10s. Management reserves the right to implement a 4/10 schedule when the proper number or the right crew complement is available from volunteers to perform work safely, efficiently and effectively.
3. Hours of work: Workday could be any 10 hour period between 6:00 am to 6:00 pm on days scheduled as 4/10s with an unpaid, one-half hour lunch break, except as noted below for the Garage.
4. All personnel with an opportunity to transition to a 4/10 schedule should be made aware of such one week in advance. Any person who volunteers and doesn't like the 4/10 schedule can request to go back to a 5/8 schedule with no prejudice from management.
5. Implementation among work groups as follows:

A. Lineworkers: Each area's Operations Supervisor or District Representative can establish on a volunteer basis either a 4/10 Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule or 5/8 Monday through Friday schedule for all line work on a weekly basis. A person on call would work either the 4/10 or 5/8 schedule established for the week he is on call.

B. Line Design Technicians: Each Line Design Technician with approval of their Line Design Supervisor can establish on a volunteer basis either a

4/10, Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule or 5/8 Monday through Friday schedule on a weekly basis.

C. Garage: The Garage Working Foreman with the approval of their supervisor can establish on a volunteer basis either a 4/10 Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule, or 5/8 Monday through Friday schedule for each mechanic on a weekly basis recognizing multiple shift requirements.

D. Meter Shop: The Metering Supervisor can establish on a volunteer basis either a 4/10 Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule, or a 5/8 Monday through Friday schedule for all shop work on a weekly basis.

E. Electric Equipment Shop: The Electrical Shop Supervisor can establish on a volunteer basis either a 4/10 Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule, or a 5/8 Monday through Friday schedule for all electrician work on a weekly basis.

F. GIS/CADD Technicians: The System Engineering Supervisor can establish on a volunteer basis either a 4/10 Tuesday through Friday schedule, a 4/10 Monday through Thursday schedule, or 5/8 Monday through Friday schedule for all GIS/CADD Technician work on a weekly basis.

### **SECTION 13.5 – IDENTIFICATION OF SHIFTS**

The first shift will commence at 7:00 am and end at 3:30 pm. The second shift will commence at 2:30 pm and end at 11:00 pm. The first shift shall include all classifications except Auto Mechanic Job Titles which shall also include a second shift. Upon mutual agreement between the Union and the Cooperative, other classifications may be added to second shift.

### **SECTION 13.6 – REST AND MEAL PERIODS**

There shall be a half (1/2) hour unpaid meal period to be taken during regular scheduled work day except as otherwise agreed to from time to time with one (1), fifteen (15) minute paid rest period in the morning. The employee shall be required to carry his/her break and lunch meals. The employee may stop en-route to the job and purchase coffee or lunch to be consumed at the job site.

- A. Operations Coordinators - Paid meal periods may be taken every four hours when the work load permits.

### **SECTION 13.7 – EMPLOYEES ON CALL**

Qualified employees, as the Cooperative may designate, shall be assigned to on-call duty by the Cooperative and shall be on-call all hours other than those normally worked each week. On-call duty shall start each Friday

p.m. at the end of the workday and shall continue through to the following Friday p.m., when the new shift shall take over.

A pager or cell phone shall be provided to the on-call employee and the employee is required to report to the work place within a reasonable amount of time after receiving his or her call under normal traffic conditions.

Each such employee on call as of October 1, 1991, shall receive fourteen (14) hours of their regular straight time rate of pay, plus two (2) hours of their regular straight time rate of pay for a week in which a holiday falls. When a holiday falls or is observed on a Friday, all employees on-call shall receive the extra two (2) hours. When the Christmas and New Year holidays fall or are observed on back to back Fridays, employees on call for the Christmas-New Year week shall receive a total of four (4) extra hours.

An employee on call may be excused from the same provided he or she provides a qualified substitute and has prior approval notice of the substitution by their immediate nonunion supervisor. No employee shall be allowed to take on-call duty for more than three consecutive weeks.

Those employees on a 4 day ten (10) Hour schedule - no change.

### **SECTION 13.8 – SUPERVISION**

When Whenever two (2) or more employees are assigned duties which would be normally classified as a lineworker's duties without direct immediate supervision by a supervisor qualified by experience and ability in line work, the Senior First Class Lineworker shall be designated as in charge of the crew or crews and will receive, in addition to the regular rate of pay, a premium of 3.6% of base rate per hour beginning first year of contract for all such hours worked in the day, and which may include overtime hours. If two or more crews are working together, only one First Class Lineworker shall be so designated.

When a Working Foreman, Operations Supervisor, District Representative or Fleet Services Representative is absent from the job for 8 hours or more (out of the shop or department, out of state, out for vacation, sick or personal time) the supervisor shall designate an employee to be in charge and the employee will receive Working Foreman, District Representative or Fleet Services Representative pay for regularly scheduled work hours and overtime hours if work continues beyond the regular work day. If the Working Foreman, Operations Supervisor, District Representative or Fleet Services Representative is absent from the job for two (2) or more days the employee designated by the supervisor to be in charge will receive appropriate upgrade pay for all hours worked.

### **SECTION 13.9 – EIGHT (8) HOUR DAYS**

No employee shall be required to work more than eight (8) hours between 12:01 am and 3:30 pm of any day unless an emergency exists.

A. 4 - 10 Hour Days - (Any) Eight Hours: This section will become ten (10) hours between either 11:00 pm to 4:30 pm the next day for those on the scheduled 4/10s with a workday starting at 6:00 am or 12:01 and 5:30 pm for those scheduled on 4/10s with a workday starting at 7:00 am. No change for the rest.

#### **SECTION 13.10 – SUPERVISORS WORKING**

Full time supervisors above the rank of District Representative 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. The foregoing is not intended to change past practice in those cases where present incumbents in supervisory positions above the rank of District Representative may be fulfilling the duties of District Representative.

#### **SECTION 13.11 – TEMPORARY WORKING FOREMAN**

NHEC may from time to time appoint an employee to the position of Temporary Working Foreman when operational needs require it. The employee shall be paid Working Foreman wages for all hours paid until the assignment ends. During any such temporary upgrade, employee and employer contribution to 401k, Life Insurance, Disability Insurance and Union Dues will be adjusted to the Working Foreman rate. While assigned to this position he/she shall be ineligible for upgrade to Working Foreman in the event regularly assigned Working Foreman is absent for any reason.

This appointment shall not continue for longer than thirty days without the agreement of the Union.

#### **SECTION 13.12 – OVERTIME**

NHEC shall offer all bargaining unit work outside of scheduled work hours to qualified and available members of the bargaining unit first; then, if necessary, to qualified and available members of the Warehouse bargaining unit. If no bargaining unit members are available from either unit, NHEC may assign the work to any qualified employee.

### **ARTICLE 14 – HOLIDAYS/PERSONAL TIME**

#### **SECTION 14.1 - HOLIDAYS CELEBRATED**

The following days are recognized as holidays which regular employees shall have off at straight time pay. Should any of the following holidays fall on a Saturday or a Sunday then they shall be observed on the workday nearest.

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas

Regular employees shall receive, in addition to said holiday pay, time and one-half for all hours actually worked which coincide with their normal work day. All hours worked outside of the scheduled work day will be paid at double time and one-half (2 1/2).

Should a regular employee be on either vacation or sick leave and a holiday should fall within this absent period, then the holiday shall not count as either sick leave or vacation pay for any such employee.

A. Operations Coordinator - An Operations Coordinator will accrue 8 hours of holiday time for each of the holidays listed in Section 12.1 of this agreement. Up to 12 hours of holiday time may be used on each of the observed holidays, or on any other day mutually agreed upon between the employee and management. Operations Coordinators working a holiday will receive 12 hours of holiday pay (the additional 4 hours will be added to the allotment as they are earned for hours worked.) Those not working will receive 8 hours of holiday pay.

When an employee is scheduled for a float shift on an observed holiday he/she shall take the day off. For any other shift he/she will receive one and one-half times their straight time rate of pay for all scheduled hours actually worked and two and one-half times their straight time rate of pay for all hours worked outside of the scheduled hours.

An employee may accumulate and carry over up to 24 hours of holiday time from one calendar year to the next; these accumulated hours are to be used in the 1st quarter of the following year. An employee may not receive pay in lieu of holiday time.

B. 4 - 10 Hour Days - On holidays, employees may choose from three options:

1. Work a 5/8 schedule during the holiday week which results in no change in past practices, i.e. eight (8) hours of holiday pay; or

2. Work a 4/10 schedule during the holiday week which results in changes as follows: 1) Employees will receive eight (8) hours of holiday pay and must either 2) take two (2) hours of vacation pay; or

3. If the holiday falls on a day previously scheduled off, the employee can either do A. above or schedule another day off in the same work week.

## **SECTIONS 14.2 – PERSONAL TIME**

Forty (40) hours of personal time will be allotted to each full time employee each year to be used between October 1st and September 30th. New hires will have personal time pro-rated at 3.33 hours of benefit time per month. Personal time cannot be carried over and must be used by September 30th of each year; any unused time will be forfeited. Use of personal time will not be unreasonably denied. When previously scheduled personal time is lost due to emergencies at the end of September, loss due to said emergencies shall be carried over to the next benefit year.

## **ARTICLE 15 - VACATIONS**

### **SECTION 15.1 - ELIGIBLE EMPLOYEES**

An employee covered by this agreement who has completed six (6) months of continuous service on July 1 of any calendar year shall be entitled to paid vacation.

### **SECTION 15.2 - VACATION ALLOTMENT**

The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the number of years of continuous service completed by the employee as of July 1 in the year in which vacation is to be taken, in accordance with the following chart:

<b>Years of Continuous Service</b>	<b>Days of Vacation</b>
More than one (1)	12
More than five (5)	16
More than ten (10)	21
More than eighteen (18)	26

An employee covered by this agreement who has completed at least six (6) months, but less than twelve (12) months of continuous service on July 1, of any calendar year shall be entitled to five (5) days vacation, plus one additional day for each full month worked prior to January 1, of that year the total vacation not to exceed ten (10) full days.

A. Operations Coordinator - Employees taking a day off will be charged the number of vacation hours scheduled for that day. When an employee is on vacation his/her scheduled start time will be 7:00 a.m.

### **SECTION 15.3 - VACATION SCHEDULING**

The Cooperative shall retain the final right to approve, deny, schedule and cancel all vacations in emergencies. The Cooperative will reimburse, with proof of receipt, any expenses lost due to cancellation. Vacation shall be granted so far as practicable on the basis of preferences expressed by the employees to the immediate supervisor or District Representative in writing during the period January 1, through April 1, of each year.

Vacations applied for after April 1, shall risk denial due to conflict with other individuals who had their application in on time. Scheduling after April 1,

shall be on a first come first serve basis. The immediate nonunion supervisor will approve or deny such requests in writing not later than May 1, of that calendar year. In the case of conflicting preferences, area seniority shall prevail. The Cooperative shall determine the number of employees off at any one time.

#### **SECTION 15.4 - ACCUMULATION AND USE OF VACATION**

An employee may accumulate and carry over five (5) days of unused vacation from one calendar year to the next. Any additional vacation not used by the end of the calendar year will be lost and an employee may not receive pay in lieu of vacation. Total vacation accumulated at any time during the year shall not exceed the employees' annual vacation amount plus five (5) days and any emergency carryover. When previous scheduled vacation time is lost due to emergencies at the end of the year the vacation time (lost due to said emergencies) shall be carried over.

**Employees Retiring** - Employees retiring from active service during any calendar year shall be entitled to receive the same vacation as that which would have been allowed if active service had continued for the full calendar year in which retirement takes place.

**Death of an Employee** - In the event of a death of an employee, the Cooperative will pay for the vacation that any such employee would have been allowed during that calendar year if death had not occurred and active service had continued, less, of course, any vacation time already taken during that calendar year.

**Disability of an Employee** – Except in cases of Worker's Compensation, employees becoming disabled shall upon returning to active employment be entitled to receive prorated vacation based on length of time employee received a paycheck from NHEC during the calendar year in which he returns. In the event there are insufficient calendar work days remaining, the employee will be allowed to bank the time. If their bank is full they shall use the vacation the following year prior to the use of any allotted vacation time.

**All Other Terminations** - Employees leaving the service of the Cooperative, otherwise eligible for vacations but who have not taken all of their paid vacations during the calendar year in which service is terminated, shall be entitled to the remaining vacation with pay as follows:

	More than 1 But less than 5 years	More than 5 but less than 10 years	More than 10 but less than 18 years	18 or more years
When terminating service before April 1	None	None	None	None
When terminating service after April 1 but before July 1	6 days	2 weeks	3 weeks	4 weeks



	More than 1 But less than 5 years	More than 5 but less than 10 years	More than 10 but less than 18 years	18 or more years
When terminating service after July 1	12 days	16 days	21 days	26 days
Employees classified as "temporary" or "on Trial" or employees "discharged for cause"	None	None	None	None

#### **SECTION 15.5 - RATE OF PAY**

An employee whose designated job classification is listed in Appendix I of this Agreement, shall be compensated for vacation at the straight time rate of pay for his/her designated job classification at the time his/her vacation is taken.

#### **SECTION 15.6 - 4 - 10 HOUR DAYS**

No change except that employees taking a day off while working a 4/10 schedule will be charged 10 hours of vacation time.

#### **SECTION 15.7 – NON-PAID VACATION**

Employees may request to use up to 3 days (24 hours) of non-paid vacation time on a voluntary basis scheduled per the current practice. Such time must be taken in full day increments.

### **ARTICLE 16 - RESIDENCY POLICY**

#### **SECTION 16.1 - RESIDENCY**

All Lineworkers available to take call, shall be required to reside within 20 minutes of their designated work place under light traffic conditions.

### **ARTICLE 17 - LEAVES OF ABSENCE**

#### **SECTION 17.1 - SICK LEAVE**

An employee who has been in the employment of the Cooperative for a period of four (4) consecutive months and who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under Worker's Compensation shall be entitled to leave with pay for a maximum of twelve (12) scheduled work days lost per calendar year. Employees may use up to 32 hours of sick time if an immediate family member is sick. Once all available leave is used (sick, vacation & personal time) employees may use time from sick leave reserve. Immediate family members are: parents, in-laws, children, spouses, civil union partners and a family member residing in the home on a full-time basis. Up to forty eight (48) working days shall be paid at one-half (1/2) regular straight time pay after one full year of continuous service with the Cooperative.

At the end of each calendar year, effective 1996, each employee who has not exhausted their available calendar year days of sick leave which he or she was entitled to receive at full pay, shall have credited to a special sick leave reserve 100% of the unused portion which shall not lapse in future years. Such reserve sick leave shall not exceed 48 days total and shall be available for use by the employee when he or she shall have exhausted the twelve (12) days sick leave of that calendar year for the appropriate amount during phase in period. The reserve shall be available only for non-occupational disability payments and cannot be claimed as terminal pay or for any other purpose. Sick leave shall not be used in conjunction with an occupational illness or accident.

An employee will not be paid for unused sick leave upon termination of employment.

Upon returning to work following an occupational illness/injury an employee needing time off from work for medical treatment pertaining to the occupational illness/injury shall be allowed up to a maximum of four (4) hours per day.

A. Operations Coordinator - Operations Coordinators are entitled to 144 hours of sick time per year. For each occurrence the employee will be charged for scheduled hours the first week or partial week. In subsequent full weeks, the employee will be charged 40 hours of sick time regardless of the scheduled hours.

B. 4 - 10 Hour Day - No change except that employees taking a day off while working a 4/10 schedule will be charged 10 hours of sick time.

#### **SECTION 17.2 - JURY DUTY**

When called for Jury Duty the Cooperative will reimburse for any difference that may exist between jury pay and the normal wages paid the employee by the Cooperative.

#### **SECTION 17.3 - UNION BUSINESS LEAVE OF ABSENCE**

With the prior approval of the Cooperative, an employee designated by the Union to attend Union sponsored meetings and seminars shall be granted leave without pay for scheduled work hours lost for such purposes. The Union must notify the Cooperative in writing, at least five (5) days in advance of names of employee(s) designated to attend the seminar or convention and the dates of their absence.

#### **SECTION 17.4 - LEAVES OF ABSENCE**

An employee after one year's continuous service may be granted a leave of absence without pay after reasonable notice to the Cooperative, provided that, in the judgment of the Management, the conditions of work at the time are such that a leave of absence is feasible. During such leaves of absence seniority shall accumulate. If an employee overstays such a leave or seeks employment elsewhere at the termination of such leave, his

employment with the Cooperative shall be deemed to have terminated as of the date of beginning his leave. An employee returning on or before the termination of his leave shall return to the same position at the same pay as being paid at the time of his return, for such position as he left at the time of his leave. A leave of absence shall not be granted for more than 365 consecutive days.

#### **SECTION 17.5 - MILITARY LEAVE**

The Cooperative agrees to pay to a regular employee on Military Annual Active Duty Tour, the difference (if less than) 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) Cooperative workdays, including holidays, in any calendar year.

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 military tour is scheduled during the same period.

If military tour is longer than two (2) weeks, the employee may use vacation time or request an unpaid leave of absence.

### **ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

#### **SECTION 18.1 - HEALTH INSURANCE**

The Cooperative agrees to establish and maintain for its employees and their eligible dependents under this agreement, hospital, medical and surgical insurance.

Each year the Joint Cost Containment and Benefit Study Committee will review the health plan. The current employee cost is to increase to 15% of premium effective January 1, 2007. In recognition of this increase the New Hampshire Electric Cooperative agrees not to seek an increase in this percentage through benefit year 2010 barring an extraordinary increase in premium from the New England Electrical Workers Benefit Fund (an increase of more than \$.50/hr annually would necessitate a meeting of the Benefits Committee) or having to change providers.

The Benefits Team will make a presentation to the membership for approval before the health carrier is changed.

Effective October 1, 1987, the Cooperative will pay the following percentages of Individual Health Care premium rate for employees who retire before the age of 65:

- Retiree with 30 years of Cooperative service - 100%
- Retiree with 20 years of Cooperative service - 67%
- Retiree with 15 years of Cooperative service - 50%

If a national health care program is implemented during the term of this contract, both parties agree to meet to discuss mutual concerns with no obligation on either party to make changes to this agreement.

#### **SECTION 18.2 - DENTAL INSURANCE**

The Cooperative agrees to provide dental insurance with the New England Electrical Workers Benefit Fund (NEEWBF) or other similar coverage upon mutual agreement and recommendation by the Joint Cost Containment and Benefit Study Committee. For the term of the contract with NEEWBF only, the cost of the coverage is included with the cost of health insurance.

#### **SECTION 18.3 - LIFE INSURANCE**

The Cooperative agrees to maintain Group Life Insurance in an amount equal to two (2) times base pay. Insurance shall be based on NRECA standard policy practices. In addition, for the term of the contract with NEEWBF, we will also provide an additional \$50,000 in life insurance for employees and dependents as stated in the Summary Plan Description of the New England Electrical Workers Benefit Fund.

Premiums for retiree life insurance will be the responsibility of the employee for employees who retire after January 1, 2013.

#### **SECTION 18.4 - DISABILITY INSURANCE**

At the date of hire the Cooperative will provide all employees with Long Term Disability Insurance with NRECA. In addition, for the term of the contract with NEEWBF only, employees will be covered for a weekly accident and sickness benefit as outlined in the Summary Plan Description. Any employee who meets the eligibility requirements will be paid \$400 weekly from the NEEWBF. For ease of the employee and for reasons of tax administration, the Cooperative will continue to make payment of full wages to employees while out of work (based on available sick time) and the \$400 benefit payment from NEEWBF will be reimbursed to the Cooperative.

#### **SECTION 18.5 - SCOPE OF COOPERATIVE RESPONSIBILITY**

The Cooperative's responsibility under Article 18 is limited to the payment of the premiums. It has no liability for the failure or refusal of the Insurer to honor an employee's claim or to pay benefits and no such action on the part of the Insurer shall be attributable to the Cooperative or constitute a breach of this Agreement by the Cooperative. Under no circumstances shall the Cooperative be responsible for paying any benefits under this Article 18.

#### **SECTION 18.6 - CHANGING BENEFIT CARRIERS**

The Union agrees to participate with the Cooperative in a Joint Cost Containment and Benefit Study Committee. The Committee will examine

and recommend ways to contain the costs of benefit programs without impairing the quality of benefits provided.

Upon mutual agreement of the parties, a benefit plan may be changed in an effort to reduce cost. Any cost savings shall be shared in proportion to the current contribution ratio.

## ARTICLE 19 - RETIREMENT

The Union and Cooperative will agree to immediately explore (and annually thereafter) and recommend options through the Joint Cost Containment and Benefit Study Committee to control pension costs and 401k employer contribution levels.

### SECTION 19.1 - DEFINED BENEFIT PLAN

The Cooperative agrees to make available and to continue in force its "Pension Plan" called the "New Hampshire Electric Cooperative, Inc., Retirement Plan" as last amended as of October 1, 1980, which is incorporated herein by reference. The Cooperative further agrees not to amend or alter said plan so as to impair its benefits without discussion with the Union. One hundred percent (100%) of pension shall vest after five (5) years.

The Defined Benefit Plan will be as follows for employees under this Agreement as of October 1, 2012:

Group "A" – Employees less than ten (10) years from Normal Retirement Date will be grandfathered in the current Defined Benefit Plan they are enrolled in with no changes *i.e. 30 year/age 62 Plan with a pension multiplier of 1.7 and 50% Death Benefit.*

Group "B" – Current employees of NHEC as of October 1, 2012 who are more than ten (10) years from Normal Retirement Date will be enrolled in an Age 62 Defined Benefit Plan on January 1, 2013 with a pension multiplier according to the following table and will have a 100% Death Benefit.

DBP	Multiplier
Year 1 (01/01/13 – 12/31/13)	1.5
Year 2 (01/01/14 – 12/31/14)	1.4
Year 3 (01/01/15 – 12/31/15)	1.4
Year 4 (01/01/16 – 12/31/16)	1.3
Year 5 (01/01/17 – 12/31/17)	1.2
Year 6 (01/01/18 – 4/30/18)	1.2

All New Employees (hired on or after October 1, 2012) – Will be enrolled in an Age 65 Defined Benefit Plan with a pension multiplier of 1.2% and will have a 100% Death Benefit.

## **SECTION 19.2 - 401K SAVINGS PLAN**

The Cooperative agrees to make available and to continue in force its 401K Savings Plan Account for each regular employee within the guidelines described by said plan. Effective January 1, 2013 the Cooperative will match the employee contribution up to 2.5%. Contributions will be made on base salary only. If employee chooses not to contribute, the Cooperative's contribution would cease.

## **ARTICLE 20 - SAFETY AND HEALTH**

### **SECTION 20.1 - SAFETY**

The Cooperative shall continue to make reasonable regulations designed to promote the safety and health of its employees during hours of employment.

The Cooperative and the Union agree to the establishment of a Joint Safety Committee which shall meet at least quarterly or at other reasonable intervals of time at the request of any two members of the Committee. The Committee shall consist of four members appointed by the Cooperative and four members appointed by the Union. The Safety Administrator of the Cooperative shall be an ex officio member of the Committee. The functions of the Joint Safety Committee shall be in accordance with all Federal and New Hampshire laws and regulations.

When any new regulation is established the Cooperative shall send a copy to the office of the Union. The Union agrees that its members employed by the Cooperative shall comply with regulations made by the Cooperative and that its members will use the protective devices, wearing apparel and other equipment provided in accordance with present practices of the Cooperative for the protection of its employees from injury.

No employee will be required to perform any hazardous task with which they are not familiar, without proper instruction, close supervision and qualified personnel.

The Cooperative will furnish one original set and then replace as needed lineworker's tools which are turned into the Cooperative, or upon proof, lost or stolen items, such as climbing spurs, pad and straps, body belts and safety straps, pliers, connectors, skinning knives, rubber gloves and keepers, tool bags including rubber glove bags and leather gloves. All tools shall remain on Cooperative premises when not being utilized for work purposes.

The Cooperative will also have available rain coats, or rain suits and hats; at least one set per person.

### **SECTION 20.2 - INCLEMENT WEATHER**

When the weather is unsuitable for outside work, regular employees of the Line Department shall, except for emergency calls, work on such work as is assigned them in accordance with this section.

The supervisor or district representative, or in his/her absence, the working foreman or person in charge of each crew shall determine whether or not the weather is suitable for outside work. In the field, the person in charge of the crew shall determine whether or not to continue working. In making this determination, the supervisor, working foreman or person in charge shall consider factors which include: a review of local weather conditions such as temperature extremes of 90 degrees and 10 degrees or a minus 10 degree with wind chill, rain, snow, wind, and humidity; weather forecasts; and any other relevant source of information.

Other non-line personnel will be required to perform their regular assigned work during inclement weather conditions unless such requirements would be considered detrimental to the safety of these employees.

### **SECTION 20.3 - EMPLOYEES WORKING ENERGIZED LINE AND EQUIPMENT**

All employees who are working energized line and equipment shall take the utmost precautions in following good safety practices and at all times shall use all the necessary protective devices. At no time shall an employee's life be jeopardized by the lack of protective devices or equipment. No employee shall be required to work 600 volts or above when such equipment is not available.

### **SECTION 20.4 - COMMERCIAL DRIVER'S AND BOATING LICENSE**

Where employees do not drive cars, trucks, or boats except on Cooperative business and are required to drive Cooperative cars and/or trucks or boats the Cooperative will pay for the necessary driver's license or permit. Employees who are called upon or volunteer to obtain a Commercial License to drive vehicles or boats of the Cooperative shall be reimbursed all costs of the necessary licenses by the Cooperative. Employees shall be required to maintain the appropriate commercial licenses for his/her job. If unable to do so, the Cooperative will make every effort to place that employee within another job not requiring a valid license, except in the case of loss of licenses due to driving violations. A Commercial Boating License is required for Lineworker position within one (1) year of date of hire.

### **SECTION 20.5 – GPS IN NHEC VEHICLES**

In the event NHEC decides to install GPS units in company vehicles for the purpose of increasing efficiency, employee safety and productivity, it is understood and agreed that the GPS system will not be utilized for monitoring of employees for disciplinary purposes; provided however, that if an employee is suspected of specific misconduct, reliable information from the GPS system may be used to exonerate the employee or for disciplinary purposes subject to the proper cause standard set forth in Article II of this Agreement.

## ARTICLE 21 - UNION NOTICES

### SECTION 21.1 - UNION NOTICES

It is agreed that the Union may have reasonable use of a bulletin board for the purpose of posting union notices pertaining to the Union and its members. All such notices shall be signed by an official of the Union. It is understood that such notices shall contain nothing political, controversial or reflecting upon the Cooperative or any of its employees, or any labor organization among its employees. The Union or the Cooperative may remove from said bulletin board any notice which does not comply with this paragraph. The Cooperative's fax machine located at its headquarters building shall be available to the Union for transmission and posting of information at the Cooperative.



**APPENDIX I**  
**Wage Scale October 1, 2012 – April 30, 2018**

	10/01/12- 09/30/13	10/01/13- 09/30/14	10/01/14- 09/30/15	10/01/15- 09/30/16	10/01/16- 09/30/17	10/01/17- 04/30/18
Wage Adjustment	2%	2.5%	2.5%	3.0%	3.0%	3.0%
<b>CLASSIFICATION</b>						
Dist. Representative (rg)	37.66	38.60	39.56	40.75	41.97	43.23
Working Foreman (rg)	35.76	36.66	37.57	38.70	39.86	41.06
Lineworker 1 <sup>st</sup> Class (rg)	33.95	34.79	35.66	36.73	37.84	38.97
Apprentice Lineworker 1 (42-48 months)	32.15	32.95	33.78	34.79	35.84	36.91
Apprentice Lineworker 1 (36-42 months)	31.17	31.95	32.75	33.73	34.74	35.79
Apprentice Lineworker 2 (30-36 months)	30.16	30.92	31.69	32.64	33.62	34.63
Apprentice Lineworker 2 (24-30 months)	29.17	29.90	30.65	31.57	32.52	33.49
Apprentice Lineworker 3 (18-24 months)	28.20	28.91	29.63	30.52	31.44	32.38
Apprentice Lineworker 3 (12-18 months)	27.41	28.09	28.79	29.66	30.55	31.46
Apprentice Lineworker 4 (6-12 months)	26.18	26.84	27.51	28.33	29.18	30.06
Apprentice Lineworker 4 (0-6 months)	25.19	25.82	26.47	27.26	28.08	28.92
Certified Line Design Tech	32.58	33.39	34.23	35.25	36.31	37.40
Line Design Tech 2	30.95	31.72	32.51	33.49	34.49	35.53
Line Design Tech 3	28.67	29.39	30.12	31.03	31.96	32.92
Line Design Tech 4	26.07	26.72	27.39	28.21	29.06	29.93
Line Design Tech Apprentice	23.46	24.05	24.65	25.39	26.15	26.93
Fleet Service Representative	33.54	34.38	35.24	36.29	37.38	38.50
Auto Mechanic 1	27.94	28.64	29.36	30.24	31.15	32.08
Auto Mechanic 2	24.50	25.11	25.74	26.51	27.31	28.13
Auto Mechanic 3	22.44	23.00	23.58	24.28	25.01	25.76
Electric Shop Working Foreman	34.04	34.89	35.76	36.84	37.94	39.08
System Electrician 1	32.20	33.00	33.83	34.84	35.89	36.96
System Electrician 2	29.89	30.64	31.40	32.34	33.31	34.31
System Electrician 3	27.85	28.55	29.26	30.14	31.04	31.97
System Electrician 4	24.74	25.36	26.00	26.78	27.58	28.41
System Electrician 5	24.16	24.77	25.39	26.15	26.93	27.74
System Electrician 6	23.58	24.17	24.78	25.52	26.29	27.08
System Electrician Trainee	21.55	22.09	22.65	23.33	24.03	24.75
GIS/CADD Technician	28.53	29.24	29.97	30.87	31.80	32.75
Operation Coordinators (24 – 36 months)	35.76	36.66	37.57	38.70	39.86	41.06
Operation Coordinators (12 – 24 months)	34.85	35.72	36.62	37.72	38.85	40.01
Operation Coordinators (0- 12 months)	33.95	34.79	35.66	36.73	37.84	38.97
Plant Inspection Technicians	25.41	26.04	26.70	27.50	28.32	29.17
Meter Technician 1	33.17	33.99	34.84	35.89	36.97	38.08
Meter Technician 2	29.53	30.26	31.02	31.95	32.91	33.90
Meter Technician 3	27.41	28.09	28.80	29.66	30.55	31.47
Meter Technician Trainee	24.42	25.03	25.65	26.42	27.21	28.03
<b>Inactive</b>						
Meter Technician 4 - step eliminated	21.86					
Groundperson	18.86					
Groundperson/Truck Driver	19.42					
Equipment Maintenance Assistant	20.09					
Meter Tester	18.43					

## Amendments

This agreement may be amended in writing by mutual agreement provided advance notice is given in writing of a desire to do so by either party to the other at least 60 days prior to October 1, 2008 or October 1, of any year thereafter.

If notice is given as provided for above it shall be by Registered Mail, addressed to:

New Hampshire Electric Cooperative, Inc.  
579 Tenney Mountain Highway  
Plymouth, New Hampshire 03264-3147

**or**

The International Brotherhood of Electrical Workers  
Local 1837  
680 Central Ave., Suite 202  
Dover NH 03820

NHEC management representatives and IBEW Local 1837 Shop Stewards agree to meet on a regular basis to discuss mutual concerns with no obligation on either party to make changes to this agreement. The Cooperative and the Local agree that appropriate changes may be made to this agreement through the negotiations process at times other than the period of discussion for contract renewal.

## APPROVAL SIGNATURES

This agreement when signed by the Cooperative and the Local Union or their authorized representatives and approved by the International Office of the Union takes effect October 1, 2012 and shall remain in effect until May 1, 2018 and from year to year thereafter; providing, however, that this agreement shall terminate on May 1, 2018, or any May 1, thereafter if either party, prior to sixty days before May 1, 2018 or any May 1, thereafter serves notice of termination.

This contract fully and clearly expresses the agreement of the parties.

**For**

New Hampshire Electric  
Cooperative, Inc.

**By:**

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James T. Bakas  
Vice President of Operations &  
Engineering

**For**

Local Union No. 1837  
International Brotherhood of  
Electrical Workers

**By:**

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Thomas Ryan  
Assistant Business Manager

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Richard Rogers  
Business Manager

APPROVED BY:

---

International President  
International Brotherhood of Electrical Workers

