

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4770  
Responses to Commission's First Set of Data Requests  
Issued November 28, 2017

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PUC 1-33

Request:

Please provide a copy of all employee wage contracts in effect at any time during the years 2015 and 2016 and those signed since the end of 2016.

Response:

Please see the following attachments for the employee wage contracts in effect for The Narragansett Electric Company and National Grid USA Service Company, Inc.:

<b>Attachment No.</b>	
	<b>The Narragansett Electric Company</b>
PUC 1-33-1	Local 310B Collective Bargaining Agreement 2013 - 2017
PUC 1-33-2	Local 310B Memorandum of Understanding 2017 – 2022
PUC 1-33-3	Local 12431 Collective Bargaining Agreement 2013 – 2017
PUC 1-33-4	Local 12431 Memorandum of Understanding 2017 – 2019
PUC 1-33-5	Local 310 Collective Bargaining Agreement 2013 – 2017
	<b>National Grid USA Service Company, Inc.</b>
PUC 1-33-6	Local 369 Collective Bargaining Agreement 2013 - 2017
PUC 1-33-7	Local 310, 317, 322, 329, 330, and 369 UWUA Memorandum of Understanding 2017 – 2022
PUC 1-33-8	Local 326 and 486 Collective Bargaining Agreement 2014 - 2017 IBEW (Transmission Lines and Substation Construction)
PUC 1-33-9	Local 326 and 486 IBEW Memorandum of Understanding 2017 – 2022
PUC 1-33-10	Local 326, 486, and 1465 Collective Bargaining Agreement 2014 - 2017
PUC 1-33-11	Local 326, 486, and 1465 Memorandum of Understanding 2017 - 2022
PUC 1-33-12	Local 369 Contact Center Collective Bargaining Agreement 2013 – 2017
PUC 1-33-13	Local 369 Contact Center Memorandum of Agreement 2017 – 2022
PUC 1-33-14	Local 12003 Collective Bargaining Agreement 2012 - 2016
PUC 1-33-15	Local 12003 Memorandum of Understanding 2016 - 2018
PUC 1-33-16	Local 101 Collective Bargaining Agreement 2014 - 2019

AGREEMENT

BY AND BETWEEN

THE NARRAGANSETT ELECTRIC COMPANY d/b/a  
NATIONAL GRID

AND

UTILITY WORKERS UNION OF AMERICA

AFL-CIO

AND

LOCAL UNION NO. 310B

UWUA AFL-CIO

July 20, 2013 – July 19, 2017

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AGREEMENT made and entered into this 20th day of July, 2013 by and between THE NARRAGANSETT COMPANY d/b/a NATIONAL GRID, hereinafter referred to as the "Company," and UTILITY WORKERS UNION OF AMERICA, AFL-CIO and LOCAL UNION NO.310, hereinafter collectively referred to as the "Union."

## TITLE 1

### RECOGNITION

1.0 The Company recognizes the Union as the exclusive representative, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, of all production and maintenance employees in the unit certified by the National Labor Relations Board, Case No. 1-RC-9307, subject to the following paragraph and 1.2 hereof.

1.1 The bargaining unit, as set forth in the NLRB Certification dated January 16, 1967, as supplemented by the arbitration award in AAA case #1130-0599-7 dated May 22, 1972 and the Memorandum of Agreement dated May 12, 1973, is as follows:

All production and maintenance employees in the operating department and stockmen, merchandise assemblers and testers and leak survey inspectors, at the Employer's facilities located in Cumberland, Pawtucket and Central Falls, Rhode Island but excluding office clerical employees, plant clerical employees, engineering department employees, dispatching department employees, sales personnel, student engineers, temporary employees, professional employees, watchmen and guards, executives, assistant foremen, foremen and supervisors as defined in the Act.

1.2 The term "employee" as used in this Agreement shall mean employees covered by this Agreement and for whom the Union is the recognized collective bargaining representative.

## TITLE 2

### MANAGEMENT

2.1 The management shall have the supervision of the work, the direction and distribution of its employees to meet the needs of the business in the efficient conduct and operation of its plant, the right to suspend or discharge for proper cause, or furlough because of lack of work, all subject to the provisions of this Agreement. If the Union claims that the Company did not have proper cause for suspending or discharging an employee or if the Union claims that the Company has exercised any of the other foregoing rights in a capricious or arbitrary manner, such claims shall be subject to the grievance and arbitration procedure in Titles 17 and 18.

2.2 All other powers, rights, privileges, management prerogatives and responsibilities not otherwise referred to herein shall remain with the Company, including the right on the part of the Company, at all times to change any of its operations, to continue or discontinue its business, or to change, alter, or modify the nature of its business or its method of doing business.

2.3 All regulations for the proper operation of the plant processes as now in effect, or as adopted or changed by the Company in the future, not inconsistent with the terms of this Agreement, shall be strictly observed and enforced at all times.

### TITLE 3

## COMPANY, UNION AND EMPLOYEE COOPERATION

### Recognition

Except as hereinafter provided, the Brotherhood is hereby recognized as the exclusive representative of all the employees in the departments of the Company describe for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

### Neutrality

The Company agrees to remain neutral in union organizing campaigns conducted among workers in wholly-owned, regulated companies and GRIDCOMM and/or NEESCOM, as long as GRIDCOMM and/or NEESCOM remains a wholly-owned National Grid USA subsidiary or affiliate.

Neutrality means that the Company shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also, neither National Grid USA or its subsidiaries or affiliates, nor any of their successors or assigns shall provide any support or assistance of any kind to any person or group opposed to union organization.

### Reservation of Rights

National Grid USA, or its subsidiaries or affiliates, commitment to remain neutral shall cease if the Union or its agents, intentionally and repeatedly misrepresents to employees the facts and circumstances surrounding their employment or conducts a campaign which comments upon the motives, integrity or character of the Company or its representatives. National Grid USA, or its subsidiaries or affiliates, reserves the right to respond to employees' inquiries relating to the issue of Union organization and to engage in normal communications with employees concerning their employment.

### Access

The Union representatives shall be allowed access to the facilities of National Grid USA, its subsidiaries or affiliates, for the purpose of distributing literature and meeting with employees. Any interaction with employees or distribution of literature at the facilities of National Grid USA, or its subsidiaries and affiliates, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.

### Voluntary Recognition

The Company agrees to recognize a union upon receipt of proof of support of no less than 65% of those eligible for inclusion in the bargaining unit as verified by an independent third party. In the event a third party verifies that 65% of eligible employees in an agreed-upon unit have signed authorization cards, the Company agrees to recognize such employees without a National Labor Relations Board-conducted election, provided all of the following criteria have been met:

- a. The Company and the Union have mutually agreed upon the nature and content of the card employees will sign;
- b. The Company, its subsidiaries, and affiliates and the Union have mutually agreed that the bargaining unit in which the Union seeks recognition is an appropriate bargaining unit;
- c. The Company, its subsidiaries, and affiliates and the Union have mutually agreed upon the number and identity of the employees eligible for representation in such a unit;
- d. The Union submits to a mutually-selected third party signed authorization cards from at least 65% of the employees in the agreed-upon bargaining unit, all of which expressly state that by signing the card the employee designates the Union as his/her exclusive bargaining representative, and further state that they understand that if 65% or more of the eligible employees in the unit also sign such cards, the Company, its subsidiaries, and affiliates will recognize the Union without an NLRB-supervised election; and
- e. The Union's majority status in the agreed-upon bargaining unit is confirmed by the mutually selected third party.

If the Company, its subsidiaries, and affiliates and the Union fail to agree upon any of the conditions set forth in paragraphs (a) through (d) above, the matter may be referred to the NLRB for determination.

Negotiations for a contract covering the new unit will begin within a reasonable amount of time following third party verification.

### Exemptions

The following shall be excluded from the application of the rule of this agreement:

- a. Executives and officials.
- b. Supervisory forces, including foremen who recommend the disciplining or dismissal of employees under their supervision but not including working foremen.
- c. All personal office forces of the President, Vice Presidents, Secretary, Treasurer, Manager, Asst. Secretaries, Asst. Treasurers, Auditors, Legal Department, Purchasing Department, General Superintendent, Superintendents and such other office workers who perform duties of a confidential nature.



## TITLE 4

### STATUS OF EMPLOYMENT

4.1 Employees shall be known as regular, temporary and probationary.

4.2 A regular employee is defined as a non-temporary employee who has satisfactorily completed six (6) months of continuous full-time service with the Company.

4.3 A temporary employee is defined as an employee hired for occasional or seasonal work, or for a limited time. A temporary employee shall not be subject to this Agreement. An employee shall not remain in temporary status for more than six (6) months from date of employment unless the Union and the Company agree to a longer period.

4.4 A probationary employee is defined as an employee hired for a regular position. A probationary employee shall remain on probation for a period of six (6) months and during this period he shall receive sick pay, insurance coverage, or items of similar nature as he shall become eligible, but in all respects except termination and seniority shall be equivalent to a regular employee, subject to the provisions of Title 4.5 and Title 16.2.

4.5 The retention of a probationary employee is at the sole discretion of the Company, and termination of employment of such employee at any time prior to satisfactory completion of his six (6) month probationary period shall not be subject to review through the grievance or arbitration procedure. The Company shall notify the Union of the reason for the termination of the employment of any probationary employee, if the Union requests said information.

## TITLE 5

### WAGE RATES

5.1 As of the date of this Agreement, the base hourly rates of pay as shown in the Schedule of Wages (attached hereto and made a part hereof) for all employees subject to this Agreement will become effective and will be considered the base rates of pay for all hours worked as though they were in effect from April 1, 2013. Within thirty (30) days following the execution of this Agreement, payment will be rendered for any and all amounts due employees as a result of the difference between their present base hourly rate and the base hourly rate as shown in the Schedule of Wages.

As of May 1, 2014 the base hourly rates of pay in effect for all employees then employed by the Company and subject to this Agreement will be increased by two and one-half percent (2.5%) rounded to the nearest full cent and as of June 1, 2015, the base hourly rates of pay in effect for all employees then employed by the Company and subject to this agreement will be increased by two and one-half percent (2.5%) rounded to the nearest full cent, and as of July 1, 2016 the base hourly rates of pay in effect for all employees then employed by the Company and subject to this agreement will be increased by two and one-half percent (2.5%) rounded to the nearest full cent.

All employees subject to this Agreement shall be classified in one of the classifications shown in the Schedule of Wages (attached hereto and made a part hereof). All employees, except for those now employed and covered by this Agreement whose base rate is above the classification assigned, shall be paid the rate of such classifications or rate within the rate range, if any, of the classifications to which he is assigned and such rate shall be referred to as the employee's base rate.

5.2 The Company shall have the right to create a new classification from time to time as the Company determines to be desirable or necessary. When the Company creates a new classification within the bargaining unit, the Company will notify the Union and enter into negotiations for the purpose of determining a wage rate or range of rates for the new classification. When the new classification rate or range of rates has been agreed upon, the Agreement shall be reduced to written form, signed by the parties hereto and made a part hereof as an amendment to this Agreement. Thereafter, the new classification shall be considered a part of the Schedule of Wages hereof.

Pending completion of negotiations with respect to such wage rate or range of rates, the Company shall set a temporary rate.

When the Company and the Union reach agreement on the new wage rate or range of rates for the new classification, it shall be retroactive to the date when the classification was first temporarily established unless another date shall have been agreed upon.

5.3 A. When an employee is temporarily assigned to work in a classification higher than his regular classification for a period of three (3) hours or more in one day, he shall be paid the

minimum rate of the higher classification, or his regular base rate, whichever is higher, for all hours worked that day. If an employee has worked in the assigned higher-rated classification for at least 480 hours (60 days), he shall be paid when assigned to a new classification at the top of the rate range of the new classification if a range exists except where he has not worked in the higher-rated classification during the preceding two years, he will not receive the top rate until after he has worked 32 hours in such classification.

B. If an employee is called-in outside of regular hours to work at a classification higher than his regular classification, he will be paid the minimum rate of the higher classification or his regular base rate, whichever is higher, for the time worked on the job for which he is called in and until such job is completed. If the minimum call-in pay is applicable, such minimum pay shall be computed at the minimum rate of the higher classification or his regular rate, whichever is higher.

C. When an employee is reclassified to a higher rated classification, he shall be paid not less than the minimum rate of the new classification.

If an employee is promoted to a classification for which he had been temporarily upgraded to for sufficient time (480 hours) to receive the maximum rate of the classification, he will be paid at the top rate of the classification to which he is being promoted.

5.4 When an employee is temporarily assigned to work in a classification lower than his regular classification, he shall be paid his regular base rate.

An employee reclassified to a lower-rated classification shall receive a rate within the rate range of the new classification which shall be appropriate to his ability to perform in the new classification, but shall, under no circumstances, be more than the top rate of the new classification. Upon request, the Company will advise the Union why such rate is appropriate to the employee's ability to perform in the new classification, including such factual material as may be relevant.

5.5 A shift premium of seven percent (7%) of the hourly wage shall be paid for all regularly scheduled hours worked during the night shift and a shift premium of seven percent (7%) of the hourly wage shall be paid for all regularly scheduled hours worked during the middle shift. A shift premium will be paid for all shifts starting after 9:59 a.m. and before 6:00 a.m.. No shift premium shall be paid to the day shift or for overtime extending into shift hours or for call-outs.

When a shift premium is applicable to time worked at an overtime rate, the overtime rate shall be applied to the shift premium, but the payment of a Sunday premium shall not affect the shift premium.

5.6 In addition to the shift differential, if any, payable under Title 5.5 above, an additional premium of thirty percent (30%) of the base rate shall be paid for work performed during regularly scheduled hours on Sunday. If the work performed on Sunday is required to be compensated at an overtime rate, the overtime rate shall be applied to the base rate only and under no combination of circumstances can the effect of the Sunday premium exceed thirty percent (30%) of the employee's base rate.

## TITLE 6

### HOURS OF WORK

6.1 The payroll week shall begin at one minute before 12:01 a.m. Sunday and end at one minute after 11:59 p.m. Saturday.

6.2 The payroll day shall begin at one minute before 12:01 a.m. and end at one minute after 11:59 p.m. each calendar day.

6.3 The regular workday shall be eight (8) hours, which shall be consecutive except for any meal period which may be provided.

6.4 The regular workweek shall consist of five (5) eight (8) hour days during the payroll week and shall be consecutive if reasonable and practicable.

6.5 The Union agrees that arranging schedules is a normal and exclusive function of the Company, and the Company shall have the right to exercise such function unless specifically limited or abridged in this Agreement.

6.6 1. The Company will notify the Union through a posting at least two (2) weeks in advance of the effective date of any shift change expected to continue for more than one month that may affect the schedule of hours or days of work within any department.

The Company may change an employee's work schedule provided it notifies the employee of the change by 5:00pm on the Thursday before the week in which the work schedule change will be effective. Changes will be the result of absences to an established shift (i.e. vacations and sickness) which are expected to be less than one month.

2. If approved in advance by the supervisor, employees may exchange an eight (8) hour shift or any portion of it, provided the exchange is completed within a payroll week. Such exchange work shall not constitute a change of schedule.

6.7 Time recorded for payroll purposes will be recorded in quarter hour increments. Ten (10) minutes or more past the quarter hour will be rounded to the next quarter hour. Less than ten (10) minutes past the quarter hour will be rounded to the previous quarter hour.

## TITLE 7

### DISTRIBUTION OF OVERTIME

7.1 The purpose of the Title is to set forth the procedures for handling of overtime distribution. Nothing in the Title or this Agreement shall be construed as limiting the right of the Company to require an employee to work overtime or outside of regular scheduled hours.

7.2 It is the policy of the Company to adjust the size of its work forces and schedule said forces in such manner as to keep the necessity for overtime to a minimum. When, in the judgment of the Company, it is necessary or desirable for the employees to work overtime, the Company agrees to distribute overtime among the employees within a classification qualified to perform the work as equitably as reasonable and practicable.

If the employee with the lowest accumulated total of actual and credited overtime hours is passed over in an overtime tracking week (7 days) for an overtime assignment for which he is qualified, he will be given the opportunity to take the next appropriate overtime assignment to correct the error in the same hourly proportion and at the same hourly rate as the bypass. However, if an employee is erroneously passed over on two occasions within a 30-day period, the Company will schedule the employee to work an overtime shift in the same hourly proportion and at the same hourly rate as the bypass. It is recognized that if an overtime assignment described in sub-paragraphs (1) and (2) of Title 23.1 is made, no other employee will be deemed to have been erroneously passed over, nor will the Company be obligated to make an overtime assignment that would result in an employee working sixteen (16) consecutive hours, nor shall Title 7.2 apply when a construction crew continues to work overtime beyond the scheduled workday on the same job assignment. The members of said crew shall be expected to remain with that crew to complete the particular job assignment. In applying the foregoing, the overtime lists shall be kept as current as practicable, but in no event will lists be updated less than once per week.

7.3 When the Company requires an employee to work outside his regular schedule, he shall not be required to take time off from his regular schedule later in the week.

7.4 Except where specific procedures have been agreed to and set forth, the Company will establish rules of procedure for the guidance of supervisors in making overtime assignments.

## TITLE 8

### OVERTIME COMPENSATION

8.1 All employees subject to this Agreement shall be paid at the rate of one and one-half (1 ½) times their regular base rate for all hours worked outside their scheduled hours except as otherwise expressly provided in this Agreement.

8.2 All time worked, including overtime, shall be computed to the nearest quarter hour (See Title 6.7).

8.3 The maximum rate of compensation under all Titles of this Agreement shall be straight time for hours not on duty and two and one-half (2 ½) times for hours on duty. This limitation shall not be interpreted to limit the payment of both holiday pay (for time not worked) and pay for time worked on a holiday as set forth in Titles 10.3 and 10.4.

8.4 All overtime hours worked on Sunday will be compensated at the rate of double time.

## TITLE 9

### VACATION ALLOWANCE

9.1 Employees continuously employed prior to January 1 for less than one year, but more than six full months, will be entitled to a vacation with straight time pay of two normal working days for each full month of employment in excess of six months prior to January 1.

9.1.1 Employees, on January 1 following one year of continuous service will be entitled to two weeks' vacation with straight time pay.

9.1.2 Employees, on January 1 of the year in which they complete five full years of continuous service, will be entitled to three weeks' vacation with pay in that year.

9.1.3 For each full year of service beyond ten years, employees will be entitled to one additional day of vacation for each full year of service completed between years 11 and 14.

9.1.4 Employees, on January 1 of the year in which they complete fifteen full years of continuous service, will be entitled to four weeks' vacation with pay in that year.

9.1.5 Employees, on January 1 of the year in which they complete twenty full years of continuous service, will be entitled to five weeks' vacation with pay in that year.

9.2 Effective January 1, 2009, employees will have the option to buy up to five additional days of vacation for the year subject to the applicable program rules and IRS limits.

9.3 Vacations will be granted according to schedules approved by the Company and insofar as possible, seniority will govern. One of the three weeks, two of the four weeks and three of the five weeks of vacation for those employees who are eligible may be scheduled by the Company at any time during the calendar year which is mutually agreeable.

#### 9.4 Rate of Vacation Pay

An employee will be paid during vacation the normal wages or salary that he would have received if he had worked including premiums regularly accruing except that:

If within three months prior to January 1 in any year, the rate of pay of an employee is reduced, then the rate of vacation pay for the number of days' vacation allowed will be based on the average of the normal weekly wages or salary of the employee for the fifty-two weeks prior to January 1 of the year in question, or for the period of employment for employees working less than a year prior to January 1 of the year in question.

9.5 Employees who work a cumulative total of twelve weeks or more in higher rated classifications during the preceding calendar year will be paid vacation pay at such rates or at the rate of their current classification, whichever is greater.

9.6 An employee may select his entire vacation consecutively providing the selection beyond the normal two weeks does not cause a hardship to other employees or cost the Company abnormal overtime payments.

9.7 It is agreed that where it has been the practice to allow employees to take their vacations less than a week at a time, such practice will be continued, provided that the granting of such vacation shall be subject to the Company's right to approve vacation requests.

9.8 In the event employees are unable to take their earned vacation prior to December 31 of any year because of sickness or injury, such vacation will be scheduled at a time set by the Company in the following year. At the request of the Union and subject to the possibility of operating conditions which make the granting of such requests inadvisable, an employee may reserve all or part of a vacation but not less than one week in one year to be taken in the following year. The rate of pay for such vacation will be that of the originally scheduled period.

9.9 It is agreed that if a death in the immediate family occurs during a vacation, the days falling within the Funeral Leave procedure will not be charged to vacation time.

9.10 The Company reserves the right to cancel vacations due to unforeseen operational needs and will allow the employee to reschedule the vacation day (s) at a mutually agreeable time. If the Company cancels an employee's scheduled vacation and requires him to work during the period his vacation had been scheduled, the employee will have the option of:

- a. Being paid at the rate of time and one half for such time worked, plus vacation pay, in lieu of his vacation with pay; or
- b. Rescheduling the vacation at a mutually agreeable time. If the employee elects to reschedule the vacation, the time worked will be paid at straight time.

9.11 In the event of an emergency, when an employee has been called in to work from his vacation, that is, he has completed his last scheduled day of work before vacation and has actually begun his vacation, this policy is as follows:

- a. If such an employee desires to reschedule the days of vacation interrupted by the emergency, he should be paid straight time for work during normal scheduled hours and time and one-half for work outside the scheduled hours.
- b. If such employee desires not to reschedule these days of vacation interrupted by the emergency, these days worked will be considered to be similar to a holiday and all hours worked on these interrupted vacation days will be paid for at two and one-half times the straight time rate.

9.12 Payment of Vacation Pay to Employees Who Leave Employment

- a. Employees who leave the employ of the Company prior to completion of twelve months of continuous service will not be paid for unused vacation days.



- b. Employees who leave the employ of the Company after at least one full year of continuous employment, will be granted pay for their unused vacation for the year (at straight time) and, in addition, vacation pay (at straight time) at the rate for each full month employed after January 1<sup>st</sup> (and not to exceed the maximum) as follows:

<u>Years of Employment in the vacation year</u>	<u>Days Pay For Each Mo. After Jan 1</u>	<u>Maximum Working Weeks</u>
1 - 4	1	2
5 - 14	1 ½	3
15 - 19	2	4
20 or more	2 ½	5

- c. In the event an employee has been off the payroll for two months or less in any calendar year, on the following January 1, the full vacation entitlement applicable the number of completed years of service in that calendar year will be posted.

9.13 Vacations shall coincide with payroll weeks and shall start at one minute before 12:01 a.m. Sunday and end at one minute after 11:59 p.m. on Saturday.

9.14 Vacations may be scheduled at any time during a year if arrangements satisfactory to the Company and the employee can be worked out or when an employee meets the requirements set forth in L-3.

9.15 The vacation scheduling process will begin on January 2nd and employees will have until March 1st to select their first two weeks of vacation. The remaining vacation choices will be completed by April 1 on a seniority basis as specified in sections 9.15.1, 9.15.2, 9.15.3, and 9.15.4 of the Collective Bargaining Agreement. The Company shall prepare the annual vacation schedule and any necessary revisions thereafter on the basis of such designated employee choice, effecting wherever reasonable and practical, the selections of the employees within each classification in the order of their seniority. The Company shall notify those employees who have unassigned vacation days remaining no later than October 15th of each year. If an employee's selections are not made prior to November 1st of each year, the day(s) will be assigned by Management. The Company reserves the right to cancel vacations due to unforeseen operational needs and will allow the employee to reschedule the vacation day (s) at a mutually agreeable time.

If an employee is required to be absent on military leave after the vacation schedule is posted, his vacation shall be rescheduled, if necessary, in accordance with the provisions of Title 12, Military Leave, and as a result it may become necessary to reschedule other vacations to provide coverage during the period the employee(s) are absent on Military Leave.

9.15.1 Employees may select the first two weeks of vacation in the order of their seniority position.

9.15.2 When all employees have been given the opportunity of selecting their first two (2) weeks, employees eligible to receive three (3) or more weeks of vacation may select their third week in the order of their seniority positions.

9.15.3 When all employees eligible for three (3) weeks or more have been given an opportunity to select their third (3rd) week, employees eligible for a fourth (4th) week of vacation may select their fourth (4th) week in the order of their seniority position.

9.15.4 When all employees eligible for four (4) weeks or more have been given the opportunity to select their fourth (4th) week, employees eligible for a fifth (5th) week of vacation may select their fifth (5th) week in the order of their seniority position.

When any group of employees is selecting vacation choices, only bargaining unit employees will be included in the group.

9.16 Each employee may use one vacation day per year for personal reasons, upon request, subject to the following restrictions:

- a. only one person at a time in each department may use such a day on a first-come, first-served basis;
- b. the employee would not be required to state the reason for the time off;
- c. the Company would like as much advance notice as possible, but, except for employees on shift, only one hour notice is absolutely required;
- d. for employees on shift, a minimum of 24 hours advance notice is required; otherwise, the Company may cover the changed shift schedule and not be required to make any premium payments to the replacement;
- e. only full 8-hour days could be scheduled under this paragraph (no partial days);
- f. if the employee has exhausted his or her vacation time, this day may be taken without pay;
- g. in any year when an employee does not use his or her vacation day for personal reasons, it may not be carried over into subsequent years.

## TITLE 10

### HOLIDAYS

10.1 It shall be the policy of the Company to permit as many employees as practicable to be off duty on the holidays observed by the Company. The number of employees per classification and shift required to work on the holiday shall be determined by the Company and filled by seniority beginning October 5, 2008. The classification requirement is only necessary so long as the Company is performing appliance service work.

10.2 The following legal holidays will be observed by the Company: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Victory Day, Labor Day, Veteran's Day, Thanksgiving Day, the last scheduled work day before Christmas, Christmas Day, plus two floating holidays. (One of the two floating holidays is the employee's birthday holiday).

10.2.1 Annually, the Company shall allow each employee two (2) floating holidays. With mutual agreement, these holidays may be used in two (2) or four (4) hour increments at the beginning or end of a shift only. The Company and the Union agree that Columbus Day shall remain as a normal work day for 2013. The Company and Union agree that as of January 1, 2014, Columbus Day will become a holiday and a floating holiday will be eliminated. After the resolution of the outstanding appeal filed by National Grid regarding the Columbus Day holiday, the parties agree to bargain regarding the observation of the Columbus Day holiday going forward.

10.2.2 When any of the above legal holidays fall on a Sunday, the Company will observe the holiday on the following Monday.

10.2.3 In the event the Rhode Island legislature decides to eliminate V.J. Day as a state holiday, a mutually agreed upon holiday will be added replacing V.J. Day.

10.2.4 If employees work on such holidays in their normal schedule, they shall receive in addition to the holidays listed above, one and one-half times their straight time hourly rate for all hours worked in that schedule.

10.2.5 If employees are assigned on such holidays to work hours outside their normal schedule (normal schedule on days of relief being hours worked in last regularly scheduled day) they shall receive two and one-half times their straight time hourly rate for all hours worked in addition to the holidays listed above.

10.2.6 If an employee is not paid for the week in which a holiday occurs, he shall not receive holiday compensation with the exception of an employee still on the active payroll but absent due to sickness or injury.

10.2.7 If on a holiday which falls on a regularly scheduled day an employee is absent during a sick pay period, his pay for the day will be charged as holiday pay.

10.2.8 If an employee is absent but receiving vacation pay or authorized funeral leave and the holiday occurs on his normal workday, the employee shall receive either an additional day off with hours to be designated by the Company or normal straight time hourly compensation for one day.

10.2.9 If an employee is on a "no work-no pay status", he shall receive holiday compensation only if he works the scheduled workday prior to and subsequent to the holiday, unless the Company and the Brotherhood are satisfied by convincing evidence that such absence was justifiable.

10.2.10 An employee who would have received a shift premium if he had not been forced to take the holiday off because his operation is shut down for the holiday (e.g., the Providence Garage will be paid the shift premium along with his holiday pay which would have been earned if worked).

10.2.11 In lieu of the "Birthday Holiday" the employee may receive, if he requests, a day off at a time mutually agreeable.

10.2.12 An employee who is retiring prior to this Birthday Holiday will have that day added to the vacation allowance to which he is entitled on going into retirement.

10.3 When a holiday falls on an employee's day of relief, he shall have the option of the choice of a day's pay or a day off with pay at a mutual agreeable time.

## TITLE 11

### SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE

#### 11.1 Sick Pay

##### Section 1. Occupational & Non-Occupational Disability Benefits

- a. For a temporary non-occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 40 hours, or the equivalent of one week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- b. For a temporary occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 80 hours, or the equivalent of two week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- c. In the case of an employee who has performed substantial amounts of work under more than one approved wage or salary rate prior to his disability, consideration will be given to the amount of work performed in each such class in establishing the rate to be paid during the disability.
- d. Limit on amount of benefits - the determination of the number of hours during which salary or wages will be paid for such temporary disability shall be computed at the beginning of each week as follows:
  1. From the total number of hours of pay to which the employee is entitled, based on his completed years of service to that date, deduct the total number of hours, of disability for which the employee received wages or salary during the preceding 52 consecutive weeks.
  2. The foregoing limit shall be applied separately to:
    - a. Disabilities caused by sickness or non-occupational accident, and
    - b. Disabilities of an occupational nature.
  3. Both shall not be combined for the purpose of determining the number of hours during which salary or wages may be paid; i.e., an employee with ten years of service is entitled to a maximum of 400 hours of sick pay as well as 800 hours of pay less Workers' Compensation Benefits.

- e. The Federal Family and Medical Leave Act (FMLA) requirements are accepted by the parties. As such, all sickness absences beyond 3 consecutive scheduled workdays shall be deemed to be FMLA and subject to all applicable documentation and certification requirements. Failure to obtain the required certification will result in the absence being classified as non-FMLA.
- f. No sick pay benefits will be paid beyond 3 consecutive scheduled workdays for periods of disability during which the employee is not under treatment by a recognized physician or practitioner. No wage or salary payments will be made by the Company to any employee for disability resulting from the neglect or refusal of such employee to observe the Company's established safety rules or regulations if such employee has previously been warned.
- g. The Management may, in its discretion, withhold payment of wages or salary during periods of disability from employees who engage in work other than for the Company or its affiliates.
- h. With the exception of absences deemed to be covered by FMLA, nothing herein contained will be construed to prevent the Company from placing employees on a pay-as-you-work basis if an employee's absenteeism record justifies such action.
- i. Sick pay allowance is payable directly by the Company to the employee unless otherwise directed.
- j. For employees who have exhausted the sick pay benefits described above and are not on "Pay-For-Time-Worked," the seven day waiting period under the Short Term Disability plan is waived.

Section 2.      Coordination of Benefits

- a. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits. In those locals where the Company is recovering Rhode Island TDI benefits, the Company agrees to reimburse employees for the cost of the Rhode Island TDI tax by a single payment in each January for the prior calendar year.
- b. Wages or salary will not be payable whenever the disability of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. Pending the outcome of settlement of his claim, subject to the limitations set forth in paragraph d. (Title 11.1, Section 1), under Occupational & Non-Occupational Disability Benefits, appropriate wages or salary will be paid on condition that the employee agrees in writing on the form provided for this purpose to reimburse the Company to the extent provided for in such form.
- c. In the event an employee is to be paid any wages or salary for a period of disability arising from an industrial accident for which he subsequently receives

Workers' Compensation weekly payments, he shall be required to agree in writing that if the wage or salary together with the Workers' Compensation payments aggregate (for the period of disability for which both payments are made to him) more than his normal weekly wage or salary, he shall reimburse the Company for the excess.

1. The Company agrees to provide employees who have received both sick pay and Workers' Compensation benefits, 1.) Notice of such duplication within 45 days from the date of the first Workers' Compensation benefit, 2.) full payroll records reconciling the amounts of such overpayment and 3.) the opportunity to make reasonable repayment arrangements for repayment which in no case will require repayment over a shorter time than the period of time during which the duplication occurred. Failure to provide notice under #1, above, is a waiver by the Company of its right to recover such benefit.

The Company will collect the individual TDI compensation received by the employee in the same manner referenced above in 1.

2. If an employee injured in an occupational accident makes a lump sum settlement with the insurance company in lieu of his receiving weekly Workers' Compensation Benefits, the benefits to which he may be entitled from the Company shall be computed for the period of his disability as though he were receiving weekly compensation benefits.
3. In any case of a disability resulting from aggravation or relapse of a previous disability for which the employee has made a lump sum compensation insurance settlement and as the result thereof is ineligible for further Workers' Compensation Benefits, the salary or wages payable by the Company shall be computed as though the injured employee was receiving such compensation benefits.
4. The Company will distribute the Workers' Compensation brochure to all claimants with lost time in the mailing of the first check. All employees submitting an accident report will receive the letter from the Workers' Compensation administrator as referenced in May 12, 2003 Memorandum of Understanding.

## 11.2 Health Services

Section 1. Health Services is responsible for determining when an injured or ill employee is well enough to return to work and what type of work he should be returning to. Health Services will contact the family physician, see the patient, if necessary, and make whatever tests are necessary.

Section 2. All employees who have been out for more than 3 consecutive scheduled workdays must notify Health Services before returning to work and obtain proper clearance. The applicable local union president will be provided a copy of the return to work paperwork.

Section 3. If there is disagreement between the employee's physician and the Company Health Services department, arrangements should be made for the Union representatives to talk with one of the Company physicians as soon as possible. If there is still disagreement between Health Services and the employee's treating physician on any matter pertaining to return to work or restrictions, it may, upon request of either party, be referred to a third physician, whose decision will be final and binding upon all parties. The third physician will be selected by Health Services and the employee's physician. If they are unable to agree upon the third physician, a joint request will be made to the Dean of Harvard Medical School for choice of a third physician in special field involved. In the event a third physician is appointed, Health Services and the employee's physician will have the right to submit the medical history of the employee and all other relevant information in their possession.

#### 11.3 Testing and Examination

##### Section 1. DOT Compliance Physicals

DOT compliance physicals must be performed either by Health Services or one of its designated providers.

##### Section 2. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy shall be administered as per the New England Gas Company's, "Alcohol and Substance Abuse Program", dated August 2002.

##### Section 3. Veterans Medical Examinations

When a veteran receives a written order from the proper government agency requiring examination or treatment at a specified time and place for war-incurred injuries, effective at this date, the Company is willing to allow the time required for such examination. Such time as is allowed will, however, accrue as sick time under this Article.

##### Section 4. Other Medical Examinations

Other medical examinations that may be required by an employment-related regulatory requirement will be carried out or arranged for by Health Services.

##### Section 5. Department Procedures

It is the understanding of the parties that in the application of the Disability Retrogression Pay Plan the following applies:

"An employee transferred to another classification under this Plan shall be assigned without posting the job."



The meaning is to include the same right expressed in the Wage Reduction Plan to displace employees of the Company pursuant to the Seniority Provision.

11.4            Procedure on "Pay-For-Time-Worked"

Section 1.      Probationary Employees

- a.      Each non-FMLA absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent.
- b.      Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay and the Union should be advised of this action.

Section 2.      Permanent Employee

- a.      The Record  
Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of non-FMLA absences (frequency), total days lost, exclusive of authorized non-FMLA absences (personal time, civic duties, union business, etc.) pattern of non-FMLA absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive.
- b.      First Interview
  - 1. When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. No less than 3 days prior to the first interview meeting on absenteeism, the Union will be provided with the number of instances of the non-FMLA absence for the employee(s) involved.
  - 2. In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.
  - 3. This step will take place after 2 instances of non-FMLA absence in a rolling 12-month period.

c. Second Interview

1. The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. No less than 3 days prior to the second interview meeting on absenteeism, the Union will be provided with the number of instances and number of days of the non-FMLA absence record of the employee(s) involved. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 3 instances non-FMLA absence in a rolling 12-month period.

d. Third Interview - Pay-For-Time-Worked

1. The absentee record will be subject to monthly review and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. He will also be told that he may not be employable. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 4 instances of non-FMLA absence in a rolling 12-month period.

e. Follow-Up

1. Failure to Improve - The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.
2. Improvement - If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period\*, then the department head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this

second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

\*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

3. Definition of Pay-For-Time-Worked - An individual on a pay-for-time-worked basis shall not be eligible for sick pay benefits from the Company, except for sick pay benefits related to an occupational injury or illness.
4. General - On occasion, an employee may feel that the Company is questioning the legitimacy of his declared illnesses. This is not the case. The above procedure is based on excessive absenteeism which is a matter of record. Therefore, this procedure would not cover an instance where an employee is known to have falsely claimed a non-FMLA absence due to illness, nor would it cover a situation where an employee failed to properly notify the Company of his absence.

## TITLE 12

### LEAVES OF ABSENCE

#### 12.1 General

Section 1. After five years' service, an employee may be granted an unpaid leave of absence not to exceed five weeks and such leave of absence cannot be given more than once in five years except in unusual circumstances.

Section 2. All such leaves may be granted for reasonable cause, may not require more than reasonable extra cost to make the necessary adjustments and decisions regarding them, while open to discussion with the Brotherhood, are wholly subject to management discretion.

Section 3. An employee with five years' service may be allowed, at the option of management, to take a maximum of one year's leave of absence without pay. Employees, while on such leave of absence, will not accrue any service toward pension, vacation, sickness, or any other items affected by length of service.

#### 12.2 Military

##### Section 1. Amount and Period of Wages While on Certain Military Duty

- a. Eligible employees who are members of the National Guard or on the reserve list of any branch of the Federal armed forces and who are required to attend training camps for two weeks of training will be paid their normal working week's leave with wages or salary for two weeks, but up to three weeks, depending on the orders, in any one calendar year. Wages or salary payable while in such military training will be computed on the same basis as vacation pay.
- b. No deduction from wages or salary will be made for absence when ordered out for parade, rifle practice or special peacetime military duty. Such order must be addressed to the employee and be signed by his commanding officer.

##### Section 2. Guaranteed Holidays While on Certain Military Duty

- a. Since eligible employees will be absent up to three weeks with pay the absence at camp will be considered Military Service Leave. If a holiday falls in that week on his usual day of relief, his compensation would be for forty-eight hours or a normal workweek plus one day.
- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 3. Military Leave of Absence

The wartime policy with respect to permanent employees who are granted a leave of absence to enter service in the armed forces, established by a memorandum dated February 2, 1942, and Sections 1-D-3 (dated 7/20/45) and IV(E) dated 4/2/45 of "Plan for the Re-employment of Returning Veterans", is hereby terminated. The following policy should be adhered to in the future for permanent employees liable for military service under existing laws and entering service in the armed forces (whether inducted or by voluntary enlistment) for three months or more.

Section 4. Status of Employees

- a. Such employees will be granted a leave of absence for the period the employee is required to remain in the service as prescribed by law and such leave will not be construed as a break in the employee's continuous service record.
- b. Any employee who, subsequent to the enactment of the Selective Training and Service Act of 1940, left the employ of the Company to enter any of the armed forces of the United States of America, will retain the same seniority status that he would have had if he had remained in the employ of the Company during the period of his absence, provided that his military service is terminated by an honorable discharge and that within ninety days thereafter he shall apply in writing to the Company for reemployment. The Company shall assign such an employee according to his seniority status provided he is then qualified by fitness and ability to perform the work in his class, but if he is mentally or physically unfit to perform the work in his class, the Company shall endeavor to provide him with employment in any class of work in any department of the Company for which the Company deems him to be mentally, physically and otherwise qualified, and provided also that his total length of service with the Company, including the aforesaid military service, shall be greater than that of the employee to be displaced.

Section 5. Suspension of Compensation

The compensation of employees will be suspended during the period of leave of absence.

Section 6. Vacation Allowance

- a. At the time of entry into the services of the armed forces, employees shall be paid only for vacation accrued, but not taken to the date the leave of absence begins. Upon return to active employment, such employees will be allowed a vacation in the year of return equal to that which they would have been entitled to if employment had been continuous, except that if the employee returns to active status so late in December that it is not possible to take the full vacation prior to the end of the year, he shall be allowed the remainder of the month as vacation. In no event will any employee receive more than his normal vacation allowance in any year through payment for accrued vacation or vacation taken.

- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 7. Group Insurance and Medical Care Benefits

- a. Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Weekly Health Benefits and medical care plan membership will be suspended during the leave of absence period except that:
  - 1. Group Life Insurance will remain in force for 30 days after the date on which leave of absence begins, during which period employees may exercise the right of conversion outlined in Group Insurance certificates.
  - 2. Family membership in a medical care plan may be maintained during the period of leave of absence by direct payment to these agencies.
- b. Upon return to active employment, the above coverage and benefits shall be reinstated without the customary waiting periods.

Section 8. Group Annuities

If an employee is a participant in the Insured Group Annuity Plan at the time of entrance into the services of the armed forces, employee contributions (paid by the employing company) and Company contributions will be suspended during the period of leave of absence and consequently no annuities would be purchased during this period.

## TITLE 13

### MEALS

13.1 An employee required to work two (2) hours overtime continuous with the expiration of his regularly scheduled work day shall, depending on circumstances, be: (1) paid a meal allowance of eleven dollars and fifty cents (\$11.50), (2) furnished with a meal, or (3) reimbursed up to a maximum of eleven dollars and fifty cents (\$11.50) for a meal purchased by the employee two hours after such overtime starts, The Company will provide an additional meal allowance for each additional five (5) hours of continuous overtime work.

13.2 An employee required to work two (2) hours or more overtime immediately preceding and continuous with his regularly scheduled work day shall, depending on circumstances, be: (1) paid a meal allowance of eleven dollars and fifty cents (\$11.50), (2) furnished with a meal, or (3) reimbursed up to a maximum of eleven dollars and fifty cents (\$11.50) for a meal purchased by the employee two hours after such overtime starts. The Company will provide an additional meal allowance for each additional five (5) hours of continuous overtime work.

13.2.1 An employee who is required to work on a normal day of rest, without prearrangement shall, depending on the circumstances, be: (1) paid a meal allowance five (5) hours after such overtime starts, (2) furnished with a meal, or (3) reimbursed up to a maximum of eleven dollars and fifty cents (\$11.50) for a meal purchased by the employee five hours after such overtime starts. The Company will provide an additional meal allowance for each additional five (5) hours of continuous overtime work.

13.3 Meals provided by the Company shall be eaten on the employee's time unless work is to continue, in which case not more than thirty (30) minutes shall be allowed to eat the meal.

13.4 If a payment in money is made in lieu of a meal, there shall be no time allowed to eat the meal. Payment in lieu of a meal will be made only when the employee has completed his work and is released from duty.

## TITLE 14

### JURY DUTY

Full normal wages or salary will be paid to eligible employees while absent from work for jury duty.

Full normal wages or salary will be paid to eligible employees while absent from work when subpoenaed to testify or participate in any court case or administrative proceeding or when subpoenaed to appear before any body having the legal authority to require the attendance of witnesses by service of legal process. The provisions of this section shall not apply to any proceeding in which: (1) an employee is suing the Company, (2) an employee has filed a charge or claim against the Company with an agency of the government which has resulted in the holding of a court or administrative hearing in which the Company is the respondent or defending party; or (3) any Union is a party and causes the issuance of a subpoena to the employee to require his testimony or presence, unless the Company and the Union are both plaintiffs, defending parties or respondents in the matter.

Wages or salary that the employee would have received if he had worked will be paid except that in the case of employees who have performed substantial amounts of work under more than one approved wage or salary rate prior to such duty, consideration will be given to the amount of work performed in each such class in establishing the wage or salary rate to be paid during such duty.

Employees drawn for jury duty, whose days of relief are other than Saturday or Sunday, generally should not be required to report for work on Saturday and/or Sunday. If, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

If an employee on jury duty is excused for one day or more, he is expected to call his supervisor and inquire whether he should report for work. The supervisor's decision shall be final.



## TITLE 15

### NO STRIKES OR LOCKOUTS

15.1 Lockouts: The Company agrees that while this Agreement is in effect, there shall be no lockout of the employees of the Company.

15.2 Strikes: The Union agrees that while this Agreement is in effect, its members will not cause, directly or indirectly, or participate in, any strike, sympathetic or otherwise, slow down, or stoppage of work of the Company. It is the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Nothing herein is intended, however, to prevent the resignation or discharge of individuals, the discharge being subject to review under the conditions and in the manner hereinafter provided.

15.3 Neither party shall bring, or cause to be brought, any lawsuit against the other for violation of this Article until said violation shall have been brought to the attention of the other in writing, in the case of the Company, to the attention of its Vice President, and in the case of the Union, to the attention of the President of Local 310, and unless such party fails to take steps as soon as possible to correct the cause or circumstances giving rise to such violation.

## TITLE 16

### SENIORITY

16.1 Except as provided in Title 16.6, it is agreed that in all matters concerning layoffs, demotions, transfers, and promotions within the bargaining unit, the principle of seniority will apply. The other factors to be recognized are:

- Prior time in the classification
- Physical fitness

16.2 Subject to Title 16.3, seniority shall be determined by length of continuous service with the Company and predecessor companies. For service prior to the date of execution of this Agreement, continuous service shall be the same as that used for pension purposes, and for service after the date of execution this Agreement, continuous service shall start with the date of employment and shall consist of the entire period of employment. The seniority status of employees with the same hiring date shall be determined by drawing cards from separate decks.

The above provision applies to all employees for all purposes that entered the bargaining union prior to October 1, 1981.

After October 1, 1981 for any employee entering the bargaining unit, length of service with the Company will apply for vacation entitlement and pension purposes. For all other purposes, length of service shall begin with the date of entry into the bargaining unit.

Continuous service shall be broken and all seniority rights lost when:

- a. An employee is discharged for cause.
- b. An employee voluntarily terminates employment
- c. An employee has been laid off for twenty-four (24) or more consecutive months.
- d. An employee violates any of the terms and conditions of a leave of absence.
- e. An employee fails to report for work for more than three (3) consecutive work days without just cause and notice to the Company.
- f. An employee on lay-off status fails to accept an offer of employment to a position within the bargaining unit.

#### Broken Service:

16.2.1 The following rules regarding the reinstatement of prior service for crediting to sick pay, vacation time and service awards shall be in effect:

1. If the prior period of regular full-time service was five years or more, then that service is now automatically and immediately recognized. Only years and months of actual full-time service should be counted.
2. If the prior period of regular full-time service was less than five years, and the break in service was less than five years, then the prior service is recognized after one year of future service. Only years and months of actual full-time service should be counted.

3. In all other cases, no credit for prior service shall be given.
4. Employees must make specific claim for this adjustment and must supply as much information as possible to the Company.
5. Pension Plan rules for the crediting of service after a break in service and reemployment will govern for pension service purposes.

16.3 A new employee shall not accrue seniority during the first six (6) months of employment, but if employed for more than six (6) consecutive calendar months, his service shall begin as of the date of his employment.

16.4 The seniority of employees on military leave shall accrue while on military leave.

16.5 The Company will prepare from its records a seniority list of all employees in the bargaining unit as of the date of execution of this Agreement and annually thereafter. The list shall be posted on the Company bulletin board for a period of thirty (30) days during which time the Union may question the accuracy of the employee's position on the list, but the accuracy of this list may not be questioned thereafter. Any questions raised during the thirty (30) day period will be negotiated and if no agreement can be reached with respect to the issues raised, the matter shall be subject to the grievance and arbitration procedure.

16.6 When the Company determines that it is necessary to reduce the work force in any of its operations, employees in a classification shall be demoted and/or laid off in the inverse order of their seniority, provided there shall remain available, qualified employees who are able and willing (with only minor further training) to perform the work of the employees to be displaced. If an employee is laid off from a classification, he shall have the right to displace or "bump" an employee in another classification with less seniority if he can perform (with only minor further training) the duties of the employee to be displaced. Minor further training is interpreted to mean training of not more than thirty (30) calendar days in duration.

16.6.1 For the term of this agreement, the Company agrees that it will not layoff employees in the bargaining unit as of March 31, 2010. This commitment sunsets on July 19, 2017.

16.7 If a CMS/C&M Apprentice fails to pass the Apprentice training program, he will be either returned to the classification previously held if employed prior to training, or his employment will be terminated if not previously employed. The employee will have bumping rights as set forth in Title 16.6.

16.8 Employees required to transfer to another job classification or do so on a voluntary basis must meet with all the minimum qualifications stated in the job posting. The Company and the union will mutually agree to the trial period for employee's selecting a position transfer based on the demands of the new position. The trial period shall not be less than ten (10) days nor more than thirty (30) except as identified in the job posting with the exception that the employee who has previously held the position and has demonstrated the required skills to perform the job activities will not be afforded a trial period.

16.8.1 An employee transferred (bumped into) to another job classification because of a lack of work in the employee's own job classification will receive the rate of pay corresponding to the new classification according to the following schedule:

- a. Employees with 15 or more years of service will suffer no reduction in rate of pay as a result in such transfer.
- b. Employees with less than 15 years of service will have their rate of pay reduced by 25% of the difference between the old rate and new rate upon transfer and in each year following until the employee's hourly rate of pay equals the hourly rate of the new classification.

16.8.2 Voluntary bids into job vacancies will result in rates of pay corresponding to the new classification according to the following schedule:

- a. An employee who voluntarily bids into a job in a higher grade shall be paid the step rate below his/her present rate, and continue the established progression for the new rate. The Company, at its sole discretion, may adjust the employee's step based on his or her skills, experience and training.
- b. Employee's bidding into a job at the same or lower grade will be paid the middle of the rate range for the classification and will continue the established progression from where they entered. The Company, at its sole discretion, may adjust the employee's step based on his or her skill, experience and training.

#### 16.9 Routes

Subject to present limitations and such future considerations as may be required for efficient operation, choice of vacations and choice of assignments will be determined by seniority.

Within the Customer Field Service Department, the Company may direct an employee to leave a route, sector, district or job assignment in an emergency, for lack of work, to limit overtime, to satisfy a customer appointment or to respond efficiently to a particular customer call.

#### 16.10 Severance Pay Plan

Except as provided below, the Company will pay severance benefits to eligible employees as follows:

##### Basic Severance

- a. Regular employees who have completed three (3) years or more of continuous service and who are permanently released from employment because of reasons beyond the control of the employee concerned shall be given an allowance of one (1) week's base pay at the rate of pay at the time of release for each full year of continuous service.
- b. An employee shall not be required to accept severance pay. He shall have an option, effective up to two years following the date he receives from the Company, notice of

termination, to accept or not to accept severance pay. In case he elects not to accept severance pay, he shall not lose his reemployment rights, but shall retain all reemployment or other privileges which the contract between the Company and the Union or which the practice of the Company provides.

Enhanced Severance

If the employee signs the required Agreement and Release, benefits will be as follows:

- a. Regular employees who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of two week's base pay at the rate of pay at the time of release for each full year of service (pension service basis).
- b. Up to one-year Company contribution towards COBRA health coverage.
- c. \$4,000 gross for retraining or education reimbursement during first year following severance.
- d. Election period of 90 days.

Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.

Severance pay benefits shall not apply to employees:

- a. Discharged for just cause
- b. Retiring from the Company (including early medical retirement).
- c. Leaving on leave of absence.
- d. In the event of death.

16.11 It is agreed that when an employee is promoted to a position in which he is not subject to the rules of this agreement, his seniority status as an employee of the Company shall be re-established if he subsequently reverts to a classification in which he would be subject to the rules of the agreement within sixty (60) days. (i.e. his seniority in the class in which he reverts is the seniority he would have rated had he never left the class). If the employee returns to his prior classification within the 60 days, he shall be required to pay any and all back dues.

## TITLE 17

### GRIEVANCE PROCEDURE

17.1 For the purpose of this Agreement, a grievance is defined as a disagreement concerning the interpretation or application of the terms of this Agreement.

#### 17.2 Steps of Procedure

Any grievance which may arise between the Union or any employee in the bargaining unit and the Company shall be settled in the simplest and most direct manner. The procedures (unless changed or any step thereof is waived as evidenced by a written agreement or memorandum signed by both parties) shall be as follows:

First: The grievance will be discussed between the aggrieved employee, the Shop Steward of the Union and the employee's immediate supervisor within five (5) working days (exclusive of Saturdays and Sundays) after the grievance has occurred. One other Company representative may sit in on the meeting. The grievance shall be presented in this step in writing and it shall clearly set forth the issue to be decided.

If the grievance is not settled within seventy-two (72) hours (exclusive of Saturdays and Sundays) after presentation in this step it may be presented at the second step by giving notice of intent to move to step two within ten (10) days, exclusive of Saturdays and Sundays. In the case of an employee on vacation or absent for illness for six (6) months at the time the grievance occurred, the time period for presentation of the grievance in the first step will be extended to forty-eight (48) hours after his return to work.

Second: The grievance will be discussed between the President of the Local or his authorized representative and not more than two (2) members of the Union and the department head and not more than two (2) representatives of the Company.

If the grievance is not settled in this step within seven (7) days after its presentation in this step, then it may be presented within two (2) weeks (exclusive of Saturdays and Sundays) to the third step.

Third: The grievance will be discussed in a meeting of the Joint Grievance Committee to be scheduled within seven (7) days following the Company's written answer to the second step grievance.

At any step in the foregoing procedure, if the Company does not arrange a meeting at the request of the Union or give a formal reply to the Union's position within the period of time set forth for discussion of the grievance at the particular step, the Union may proceed to present the grievance to the next step in the procedure.

17.3 Any specific grievance not processed within the time limitations set forth shall be barred unless the parties agree in writing to waive such limitations for that specific grievance.

## TITLE 18

### ARBITRATION

18.1 If the grievance is not settled in one of the steps of the grievance procedure set forth in Title 17 above, then at the request of the Union, made within thirty (30) days following the Company's written denial of the third step grievance, it shall be submitted to a Board of Arbitration to be selected as set forth in Title 18.2, and if arbitration is not so requested within thirty (30) days, the grievance shall be deemed abandoned.

18.2 A Board of Arbitration, requested by the Union, shall be composed of one member selected by the Company, one member selected by the Union, and a third and impartial member who shall be chairman. Each party shall appoint its member of the Board of Arbitration within ten (10) days after the notice of request for arbitration and the two (2) members, so chosen, shall meet promptly and as often as may be needed, to select the third arbitrator from a list supplied by the American Arbitration Association. The two (2) members may use any method they choose to select the third member from such list but if unable to agree on a method, it shall be by alternate strike from the list with the first strike to be determined by toss of a coin.

18.3 The Board of Arbitration, so chosen, shall hold a hearing and decide the issue presented. The decision of the Board shall be in writing, shall set forth the basis for the decision and shall be signed by all members of the Board concurring therein. The decision of the majority of the Board shall be final and binding upon both parties for the duration of this agreement and a copy (together with the signed opinion, if any, from a dissenting arbitrator) shall be delivered promptly to each of the parties.

18.4 No Board of Arbitration shall have the power to add to, or subtract from or modify any of the terms of this Agreement, or pass upon or decide any question except the grievance submitted to the Board in accordance with the foregoing provisions. No award or decision of a Board of Arbitration shall be retroactive for more than thirty (30) days before the grievance was reduced to writing as provided in the first step of the grievance procedure in Title 17.

18.5 Each party shall compensate the arbitrator chosen by it for the time spent and expenses incurred in the arbitration, and the parties shall share equally in paying the compensation and expenses of the third arbitrator. Other incidental expenses, if any, shall be shared equally by the parties hereto.

18.6 The parties must stipulate in writing, prior to the hearing, the issues to be arbitrated and the Board of Arbitration shall limit their decision to the issue or issues so submitted. Neither the majority decision nor the dissenting opinion, if any, shall contain any advice to the parties, or opinions of the arbitrators, with respect to matters outside their jurisdiction and authority. It shall not be a function of the Board of Arbitration to conciliate, mediate, or make suggestions or recommendations, or give advice to any of the parties at any time. The sole function of the Board of Arbitration shall be to decide the specific issues submitted to them on the basis of facts and proper application and interpretation of this Agreement.

This restriction to matters within their jurisdiction and authority shall not prevent the majority decision and dissenting opinion, if any, from setting forth the basis for such majority decision and dissenting opinion, if any.

18.7 Except upon agreement of the parties, a Board of Arbitration shall not hear and decide more than one grievance.

18.8 Neither an employee nor the Company may submit an issue to arbitration, each submission being reserved to the Union exclusively.



## TITLE 19

### GUIDELINES FOR ASSIGNMENT OF TEMPORARY AGENCY EMPLOYEES NOTIFY AND DISCUSS PROCEDURES

#### 19.1 Guidelines for Assignment of Temporary Agency Employee

The following guidelines have been developed regarding any future assignment of one or more temporary agency employees:

- A. A meeting will be conducted with management and the union, to discuss the following:
  - a. The specific purpose for bringing in a temporary employee from an outside agency;
  - b. The union's suggestions, questions and concerns;
  - c. The length of time the temporary employee will be needed (no more than 6 months).
- B. Management will define the position or assignment the temporary agency employee will perform;
- C. The temporary employee will be assigned to solely one position or assignment;
- D. Each position or assignment will be specific to one department, and the individual filling the position will not be moved between departments;
- E. Every effort will be made to assign the temporary employee to the lowest seniority work in the department or classification (example – temporary meter reader would do spare work as opposed to assigned route work). This requirement is dependent upon current priorities and workload, as decided by management;
- F. Criminal background checks will be performed on all temporary employees before reporting for work;
- G. Overtime – Overtime should be offered to union employees first, in accordance with the departmental procedure;
- H. In the event management has a need to make any change in the position or assignment of the temporary employee, a meeting will be held with the union in advance.

#### 19.2 Notify and Discuss Procedure

In advance of initiating change in the work environment or basic modifications to policy, management will meet with the union to notify them of the issue, discuss concerns and suggestions, and give consideration to their input.

This will occur when there are changes to policies or procedures, in advance of the increased use of contractors, and in advance of use of a temporary employee from an outside agency.

It is the intent of the Company to use its own employees on live gas connections in the C&M Department before using contractors, provided that Company employees are available to perform such assignments. If the union believes that a particular use of contractors constitutes an abuse of the Company's rights, the Company and union will meet to discuss such issues.

TITLE 20

CLOTHING

It is agreed between National Grid (The Company) and Local 310B (The Union), to replace the current rental program within with the following annual allowance and footwear program:

The Company will provide each employee with one (1) set of inclement weather gear which shall be worn when necessary. Each employee will be responsible for maintaining his/her gear, and replacements will be made on a “turn in” basis when deemed necessary by the Company.

Employees in the Customer Metering Services (including Meter Operations), Field Operations (including Construction & Maintenance and Instrumentation & Regulation) departments shall be granted annual allowances to purchase clothing and footwear that meet Company requirements from catalogs and using ordering procedures provided by the Company. Such clothing and footwear shall be worn during working hours. The allowances are as follows:

Current Titles	First Year /New Hires Clothing Allowance	First Year Boot Allowance	Total First Year	Annual Clothing Allowance	Annual Boot	Annual Total
* CMS (including grandfathered Survey Technicians)	\$750	\$150	\$900	\$425	\$150	\$575
** Grandfathered Meter Readers / Field Collector	\$440	\$150	\$590	\$425	\$150	\$575
*** Field Operations (All classifications)	\$440	\$150	\$590	\$425	\$150	\$575

\* FR clothing required and must be purchased from Company approved vendor.

\*\* May purchase Non-FR clothing from a Company approved vendor.

\*\*\* As long-sleeved T-shirts are to be worn under the fire suit, on a one-time basis, 5 Long-sleeved t-shirts will be provided to all existing Ops & Construction employees and to future new hires.

\*\*\*\* LNG/I&R employees assigned to plant operations will also be provided select FR clothing items from attached list

### **I&R/LNG**

Employees in LNG Operations, as well as I&R employees who can be assigned to LNG Operations, will be provided FR clothing items in addition to their annual clothing allowances as determined by the Company to be worn during assignments in LNG Operations. Employees will be provided the following on a one time basis \*\*:

- 3 long sleeve shirts \*
- 3 pants \*
- 1 spring / summer coat
- 1 winter coat
- 1 vest liner
- 1 hooded sweatshirt

*\* If a new employee elects, the 3 sets of shirts / pants can be substituted with one set of FR coveralls.*

*\*\* Replacement of these I&R / LNG clothing items will be on an as needed basis and must be returned to the Company to be replaced. Employees are responsible for care and laundering of this clothing. Any changes to this list will be discussed with Local 310B.*

Employees will be permitted to apply any dollars that remain from either their footwear allowance to their clothing allowance or vice versa on an annual basis. No part of the allowance may be carried over from one year to the next.

The Company will initiate the “First Year” clothing / boot order in October 2010, followed by the first “Annual” clothing / boot order in the (November / December timeframe).

Subsequent annual clothing allowance will be provided on or about April 1, annually.

Any reasonable request for a replacement garment due to damage or contamination will be honored.

Uniforms are only to be worn by Company employees for Company business related purposes. Employees provided with uniforms by the Company are required to wear them while on duty for the Company.

## TITLE 21

### BULLETIN BOARDS

21.1 The Company shall provide space for and shall install bulletin boards provided by the Union, at locations to be agreed upon by the Union and the Company. The Union agrees to limit its use of bulletin boards to matters of non-controversial and non-inflammatory matters.

## TITLE 22

### BONUSES

22.1 Effective April 1, 2007, employees are eligible for the National Grid Goals Program, a bonus plan with a target payout of 3.5% of all wages in a fiscal year. Eligible wages are aggregated from April 1 to March 31 each year and any bonus due is paid in June. The first bonus payment under this agreement would be payable in June 2008. All aspects of the operation and continuation of the program including, but not limited to, the definition of performance measures, setting of targets and the determination of results are at the sole discretion of the Company.

## TITLE 23

### CALL OUT AND STANDBY

23.1 If an employee is called out by a responsible authority of the Company outside the employee's regularly scheduled hours and worked less than four (4) hours, the employee shall receive not less than four (4) hours to be compensated at the applicable overtime rate, for each such call out, provided the employee has finished his first call out and returned to his home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time, it shall be considered a single call out.

The minimum call out pay provision shall not apply and the overtime payment shall be made subject to the following conditions:

1. When the call out is two (2) hours or less prior to his regular starting time, the employee shall be paid the overtime rate until the regular starting time of his regular day.
2. When the overtime assignment is an extension of the regular work day or the employee has not left the plant premises when notified, the employee shall be paid the overtime rate for all hours actually worked.

23.1.1 The employee will receive such pay even if subsequently notified not to report, unless such notice is given prior to the close of the preceding regularly scheduled workday.

23.2 When an employee is called out to work by a responsible authority of the Company and is directed to report to work immediately, his time will start from the time he received the call provided he reports within a reasonable time. It is understood that an employee will report to work as promptly as possible. If instead of being directed to report to work immediately, an employee is directed to report at a specific time which is at least six (6) hours after the notice,, his time will start when he so reports for work; if the notice is less than six (6) hours, a minimum (4 hours) will be added to the time worked when the employee reports at the specified time.

23.3 Any employee who has a Company vehicle at home when off duty shall, upon completion of a tour of duty, proceed directly to his home.

23.4 The Company may establish a Construction standby crew. The Company shall determine the number and skills of employees assigned to a standby crew or per mutually agreed upon standby selection procedure.

23.4.1 An employee assigned to a Construction standby crew shall be assigned from 3:30 p.m. Friday through 7:00 a.m. on the following Friday. (In the case of a Friday holiday occurring at the beginning of a schedule, an employee assigned to a Construction standby crew shall be assigned from 3:30 p.m. the preceding Thursday through 7:00 a.m. Friday of the week following the start of the assignment.) The Construction standby crew when shift work is not

scheduled shall standby from 3:30 p.m. until 7:00 a.m., Monday through Friday and from 3:30 p.m. Friday until 7:00 a.m. Monday (or 7:00 a.m. Tuesday in the case of a Monday holiday).

23.5 An employee serving on a standby crew on a Monday, Tuesday, Wednesday, Thursday or Friday shall be paid one hour of wages at the employee's base wage for each day, and an employee serving on a standby crew on a Saturday, Sunday or holiday shall be paid for two hours of wages at the employee's base wage for each day. An employee serving on a standby crew who is called into work shall be paid in accordance with the provisions of Sections 23.1. 23.1.1 and 23.2. For the purpose of this paragraph, standby compensation shall be paid to an employee on standby for a period of 24 hours or less starting after 6:59 a.m. The day the standby coverage period starts shall determine the application of the coverage rate.



## TITLE 24

### REST PERIOD

24.1 If an employee has worked 16 consecutive hours or more, he shall be entitled to a rest period of eight (8) hours and thirty (30) minutes before being required to report for duty on his regular schedule. If the employee has taken a scheduled half-hour unpaid lunch period during his first eight (8) hours, it will not operate to break the consecutive time before and after such lunch period, but will not be counted as time worked. If such rest period shall extend beyond the starting time of his next scheduled shift, he shall be allowed to defer the starting time until he has eight (8) hours and thirty (30) minutes of rest, and he shall suffer no loss of pay for the time not worked on his regularly scheduled shift.

#### 24.2 Holidays:

If an employee has:

- a. worked a shift ending after 9:59pm on the day preceding a holiday or the day of a holiday and
- b. is scheduled to work a shift starting before 8:01am on the holiday or day following the holiday and
- c. has had more than one (1) call out during the period between 10:00pm and the start of the employee's shift on said days, then the employee shall be allowed to defer his starting time by the number of hours actually worked (including travel time) on the call outs and he shall be paid for the hours deferred at his straight time base rate in addition to his holiday pay.

24.3 In arranging work schedules, the Company shall make reasonable efforts to avoid the conditions set forth in section 24.2.

#### 24.4 If an employee is scheduled to work the following day and

- a. Is called out between the hours of 11:00pm and 4:00am and works at least three (3) hours, the employee will be allowed to delay his start time for the number of hours worked between 11:00pm and 7:00am and will be paid at his regular straight time base rate; or
- b. Is called out before 11:00pm and works at least three (3) hours beyond 11:00pm, he will be allowed to delay his start time for the number of hours worked between 11:00pm and 7:00am and will be paid at his regular straight base rate; or
- c. Where an employee is told before, or at the end of, his regular work day to report back for an overtime assignment, he will be allowed to delay his start time for the number of hours worked between 11:00pm and 7:00am and will be paid at his regular straight base rate.

The provision of Title 24.4 shall not apply when employees assigned to plant operations split the night shift to cover for absenteeism.

24.5 The company will make a reasonable effort to allow for early notification of snow removal.

24.6 CMS Employees who are regularly scheduled to work the 8AM to 4PM shift who accept the polling to fill the vacant midnight shift will work (at 1.5times rate of pay) and continue to work the 8AM shift until noontime (at 1.0 times rate of pay), at which time they will be relieved for four (4) hours of paid rest time.

## TITLE 25

### INCLEMENT WEATHER

25.1 In the event that the temperature reaches 95 degrees Fahrenheit or higher (as reported by the National Weather Service at T.F. Green Airport) or experience inclement weather, the Company, absent an emergency, will attempt to adjust work assignments for C&M employees who may be affected by such exposure.

In the event that the temperature falls to 10 degrees or lower (as reported by the National Weather Service at T.F. Green Airport), the Company, absent an emergency, will attempt to adjust work assignments or allow for non-continuous work time for C&M employees who may be affected by such exposure.

The foreman or other immediate supervisor of each work group shall make all decisions with respect to inclement weather, and any disagreement with respect to work in inclement weather conditions shall not be subject to grievance or arbitration provisions of this agreement.

25.2 Employees in the Construction Department shall receive their regular rate of pay for time lost from regular duties due to inclement weather.

## TITLE 26

### FUNERAL LEAVE AND OTHER TIME NOT WORKED

#### Funeral Leave

26.1 In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for five (5) consecutive days following the date of a death in the immediate family (spouse, domestic partner, children, step children, parent, stepparents), three (3) days for grandparent, sister, brother, parent-in-law, son-in-law, daughter-in-law, grandchild, or in the immediate household. For other members of the family (grandparents of spouse, aunts, uncles, brothers-in-law, sisters-in-law, nieces, nephews, cousins) one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday.

More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of local management.

#### Payment of Wages for Other Time Not Worked

26.2 No deductions will be made from wages or salary of eligible employees for approved absences for personal reasons and for approved civic duties, as in the past. No employee will be paid wages for time lost or not worked due to habitual tardiness or other unauthorized personal absence.

## TITLE 27

### WORKERS' COMPENSATION BENEFITS

27.1 The Company will pay the entire cost for benefits payable under State or Federal Workers' Compensation laws for disability caused by occupational injury or disease whether such benefit payments are made entirely by an insurance company or in part by State and Federal Authorities.

27.2 Workers' Compensation checks are made payable directly to the employee by the insurance carrier.

27.3 When an employee is involved in a dispute between two insurance companies as a result of a change in the workers' compensation carrier, the Company, on the request of the employee, or the Union, will evaluate each individual case and provide necessary assistance when the Company feels it is appropriate.

TITLE 28

DISABILITY RETROGRESSION PAY PLAN

Section 1. Disability Retrogression Pay Plan

Where an employee of ten years or more of continuous service, because of disability, is or becomes unable to continue to perform assigned duties based on classification as of the date of disability, the rights of such employee and the obligations of the Company under such circumstances shall be determined in accordance with the “Disability Retrogression Pay Plan,” described below:

Non-Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is not receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of disability for which he is not receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- c. The employee's pay rate in either case shall be determined by the PLAN shown below.

Section 2. Future Retrogressions

- a. Less than fifteen years of continuous service at the time of retrogression
  1. An employee with less than fifteen full years of continuous service with the Company at the time of retrogression shall receive the higher of (a) the Ultimate Base Rate of the new job classification, or (b) the ADJUSTED pay rate based on the percentage of their base rate at the time of retrogression as indicated in the schedule below.
  2. The employee's pay rate shall be reduced to the Ultimate Base Rate or the ADJUSTED pay rate in steps as indicated in the schedule below to reach the new Ultimate Base Rate or the ADJUSTED pay rate exactly. The first step reduction shall occur at the time of retrogression.

<u>Full Years Of Continuous Service At Time Of Retrogression</u>	<u>Pay Adjustment</u>
0 – 4	Reduction to rate of new job by three annual reductions unless wage protected
5 – 9	Reduction to rate of new job by four annual reductions unless wage protected
10 – 14	Reduction to rate of new job by five annual reductions unless wage protected

b. Fifteen full years or more of continuous service at time of retrogression

An employee with fifteen full years or more of continuous service with the Company at the time of retrogression shall retain the ultimate pay rate of the classification from which he is retrogressed.

Section 3. Past Retrogressions

- a. Any employee who comes under the PLAN but whose date of retrogression occurred prior to the effective date of the new PLAN shall receive an ADJUSTED pay rate that is equal to their current pay rate. The new ADJUSTED pay rate shall become effective the date the new PLAN goes into effect. If such employee is again transferred to one or more lower rated classifications, the ADJUSTED pay rate upon such transfer shall be computed as outlined under, Future Retrogressions.

Section 4. Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged. The employee's pay rate in either case shall be determined as set forth under Section 1, Non-Compensable Disability, except that the following shall apply:

If, at the time of retrogression, the employee is receiving compensation for partial disability, the Company will pay such amounts so that the employee's total compensation from the Company and from such Disability Benefits will never be less than the ADJUSTED pay rate.

Section 5.     General Provisions Applicable to Non-Compensable and Compensable Disability above

- a.     The date the employee commences work at his lower classification shall be considered as the date of retrogression.
- b.     In all computations, only FULL YEARS of service shall be used.
- c.     ADJUSTED pay rates established under the PLAN shall be figured to the nearest cent except where the rate figures exactly to a half-cent.
- d.     An employee receiving an ADJUSTED pay rate under the PLAN shall hold the title of his new job classification with the word "SPECIAL" appended thereto.
- e.     The Health Services Department of the Company in all cases shall consult with such employee's family physician and in the event of disagreement as to the employee's condition and ability to perform the work of any particular class, the case shall be referred to a recognized specialist or clinic in the field of medicine involved, whose opinion will be final and binding upon all parties.
- f.     No change in GROUP INSURANCE classification shall result from such retrogression.
- g.     The Company may, in its discretion, withhold the provisions of this PLAN from employees who also engage in work for other than the Company or its affiliates.
- h.     An employee transferred to another classification under this PLAN shall be assigned without posting the job.
- i.     References to continuous service in the Company shall include service with affiliated companies.



## TITLE 29

### UNION MEMBERSHIP

29.1 The Company agrees that it will require as a condition of employment that all probationary and regular employees now employed or hereafter employed under job titles subject to this Agreement, or hereafter transferred to such job titles, shall become members of the Union and shall continue as members thereafter so long as this Agreement is in effect, except as follows:

- a. Employees who, because of entering into military service of the United States prior to the date hereof, have left the employ of the Company and have been or shall be re-employed in accordance with the provisions of law to the extent that this exception is required by law;
- b. Present employees during the period of one month after the date of this Agreement;
- c. Probationary employees employed hereafter, during the first month or thirty (30) days of their employment as such, whichever shall be longer;
- d. Employees regularly employed on a part-time basis, paid by the hour and working not more than twenty (20) hours a week;
- e. If a gas company or other business is hereafter acquired by the Company, employees of the former owner to the extent that the Company may, in order to effect such acquisition, be obliged to assume any legal obligations as to such employees inconsistent with these Union membership requirements;
- f. Employees with respect to whom the Company has reasonable grounds for believing (1) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues uniformly required as a condition of acquiring or retaining membership.

29.2 If an employee shall become subject to discharge by the Company because of the foregoing provisions as to membership in the Union, the question whether such discharge is justifiable or required under all the circumstances and is lawful shall be decided, if necessary, (but without prejudice to such other rights as the employee may have) in accordance with the Grievance Procedure in Title 17 and the provisions for Arbitration in Title 18.

29.3 Any employee subject to the foregoing requirements as to Union membership, who is transferred or promoted to a job title which is not subject to those requirements, shall have the privilege of withdrawing from Union membership. It is agreed that his seniority status as an employee of the Company shall be reestablished if he subsequently reverts to a classification in

which he would be subject to the rules of the agreement within 30 days; i.e., his seniority in the class to which he reverts is the seniority he would have rated had he never left the class..

## TITLE 30

### JOB POSTING

30.1 When the Company determines that a job vacancy exists in any classification covered by this Agreement, it shall post notice of such vacancy for a period of ten (10) days.

The notice shall set forth the qualifications required, rate of pay for the job, and date and hour of posting.

30.2 The Company will accept applications of employees for such vacancies if they are presented in writing and are filed within ten (10) days after the notice of vacancy was posted.

30.3 Employees will be considered for the posted position in accordance with the provisions of Title 16.1 (Seniority). The successful bidder shall be permitted to work in the new position for up to thirty (30) working days before deciding whether to return to their former position. The 30-day provision will not apply if an employee bids into a previously held position. If an employee bids on a previously held position, there will be no trial period.

30.4 At the same time the vacancy is posted for 310Gas, the Company will post an initial courtesy posting among the remainder of Local 310 bargaining unit employees. Qualified candidates will be considered for hire.

30.4.1 After the initial courtesy posting, if no qualified applicant is found the Company will then have the right to fill the vacancy from any source whatsoever. If the vacancy is filled from a source other than applicants and the job again becomes vacant within thirty (30) days from the date the job was last filled, it will not be necessary to again post the job in order to fill the vacancy. For purposes of this section fill date for external hires will be first day at work.

30.5 If a vacancy occurs in a series of jobs (line of progression) only the lowest, or entry job, to the series shall be posted.

30.6 Posting shall not be required when employees are reclassified due to disability or bumping to avoid layoff.

30.7 The FAT test is the test of record for open positions posted after July 19, 2013.

30.8 The Company will release accepted applicants of any job posting no later than forty-five (45) days after the expiration of the posting period. In the event the Company is unable to release the applicant due to a critical business need, the Company will notify the Union President and discussions will take place to set a schedule for release. The current practice to insure the employee receives the proper seniority date in the new progression will continue.

## TITLE 31

### DEDUCTION OF UNION DUES

31.1 The Company agrees to deduct such dues, initiation and other fees from earned wages and remit to the Local the dues of those employees who are members of the Union and not exempt from the provisions of this agreement in an amount individually authorized and in a manner and on a written assignment approved by the Company.

31.2 If there should be insufficient pay due the employee after all other authorized deductions have been made, the Company shall be relieved of all obligations to deduct the Union dues for that week and the Company shall not be required to deduct in a subsequent pay period the dues which were not deducted earlier due to insufficient pay.

31.3 The Company will forward the dues collected to the officer of Local 310 authorized to receive such funds. The Union agrees to keep the Company advised by written notice of the Local Union officer authorized to receive such funds.

31.4 The Union agrees to certify to the Company the amount of regular dues in terms of the amount to be deducted weekly.

## TITLE 32

### LEGALITY

32.1 It is understood and agreed that any part of this Agreement that may be construed by proper authority to be in conflict with any present or future laws shall be inoperative, but all other provisions shall continue in full force.

## TITLE 33

### NON-DISCRIMINATION

33.1 Neither the Company nor the Union will discriminate or harass nor tolerate discrimination or harassment against any individual because of such employee's race, color, religion, disability, creed, national origin, ancestry, alienage or citizenship status, gender, sexual orientation, gender identity, age, physical and mental disability, marital status, veteran status, predisposing genetic characteristics, or any other factor protected from discrimination under municipal, state or federal law.

33.2 Words of any gender used in this Agreement shall be held to include the other gender.

## TITLE 34

### SAFETY

#### 34.1 Safety Matters

1. There shall be a Safety & Health Committee consisting of up to six (6) Union and up to six (6) Company representatives. The Safety & Health Committee shall consult and agree upon a regular schedule of meetings. Union members of the Safety & Health Committee shall be paid their normal base wages while attending Committee meetings during normal working hours. Prior to each meeting, the Company shall circulate an agenda. The Union may submit to the Company's designee safety-related items for the agenda. Minutes of all Safety & Health Committee meetings shall be prepared and distributed by the Company to all members of the Safety & Health Committee.
2. The Company will continue to make reasonable regulations for the safety and health of its employees not contrary to the terms of this Agreement. All employees shall:
  - a. Comply with all such reasonable safety regulations which are now in effect or may later become effective, whether promulgated solely by the Company or recommended to the Company by the Safety Committee;
  - b. Use the personal protective equipment, wearing apparel and other equipment provided by the Company for the protection of the employees from injury; and
  - c. Do everything reasonably possible to avoid accidents and improve the safety experience of the Company.

The Employer accepts the responsibility to provide a healthy and safe work environment for all employees and to make all reasonable provisions for the safety and health of its employees within a timely manner. It is the intention of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation of the job in question.

The Employer shall be responsible for providing employees with the appropriate uniform and protective equipment necessary to safely perform the duties of his/her position.

When two (2) or more employees are assigned a task that requires a written job brief and there is not a specific lead position, the workers will collectively agree on the approach to the job, identify hazards and mitigations, and all workers will sign the job brief form.

## TITLE 35

### BENEFITS

35.1 Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefits plans listed below as set forth in "*Your Employee Benefits*" and "*Your Benefits At Retirement*" as modified by the Memorandum of Agreement dated May 12, 2007, all of which are incorporated into this agreement. During the term of the Agreement, the Company will maintain the type of benefits listed under existing terms, but only to the extent such existing terms specifically relate to represented employees' benefit formulas, contribution amounts or schedules, prescribed health and welfare benefit levels, and/or type of health care delivery options for example, PPO and POS). Otherwise, the Company maintains sole discretion to manage and administer all benefits, including, but not limited to, matters such as the delivery of benefits, the selection of insurers (except for POS plans), trustees or administrators, funding, investment management and the process and procedures for benefit processing.

#### 35.2 Final Average Pay Pension Plan II

The Company pays the full cost of this plan.

Effective July 20, 2013 all employees hired after this date are not eligible for enrollment in FAPP II and instead will participate in the Defined Contribution Pension Plan. See (OK) Seniority List of eligible Local 310B Members.

#### 35.3 Incentive Thrift Plan

- a. Company Match  
100% of the first 2% of base pay  
50% of up to the next 4% of base pay
- b. Effective January 1, 2004, the hardship suspension period is reduced from one year to six months, an after-tax savings feature will be added to the plan, and a year-end match true-up will be implemented. Effective as soon as practical, the Company match will follow the employee's contribution, and all restrictions on current balances of National Grid ADR's will be eliminated. Employees can elect to make their contribution on either base or all pay.

#### 35.4 Active Employee Health Care

- a. Effective January 1, 2010, the Company contribution percentages for health insurance are:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%



- b. The Company will maintain not less than the level of hospitalization and medical coverage as provided under Blue Cross/Blue Shield listed above at the date of this agreement.
- c. If in the future, benefits are provided by a different carrier, coverage will not be less than that in effect on the effective date of this agreement.
- d. In the event of a work stoppage, health care benefits will be available for purchase on the existing group rate schedule.
- e. In structuring the applicable prices for the options above, the risk pool will be consolidated with all plans, all employees, at all locations. Prices will be set to offset the effect of adverse selection, and prices for each of the options will be the same for employees across the Company. The PPO rate projection will be generated in aggregate with the PPO and POS claims in the same way as has been done in the past.
- f. The Company agrees to solicit a bid for stop loss protection for the National Grid members. When the lowest available price is established, it will be included in the rates prior to the application for the 80/20 cost sharing. All incurred individual claims above \$250,000 (two hundred fifty thousand dollars) in a 12-month renewal time frame will be removed from both the renewal calculations in setting the rates and the true up calculations effective January 1, 2008.
- g. Prices for the health care choices will be set on a current cost basis with a true-up process to take place after the completion of each calendar plan year which will refund or surcharge to employees a portion of the excess cost or savings realized under the program.
- h. In advance of the open health plan enrollment, National Grid agrees to solicit bids for medical and prescription drug coverage on behalf of all UWUA employees at National Grid. Any change in benefits, vendors or providers shall be by mutual agreement.
- i. Effective 1/1/2015 a High-Deductible Health Plan (HDHP), with a Company contribution of 90%, will be made available and an employee funded Health Spending Account (HSA) will be created by the Company.
- j. Medical Plan Design changes to the PPO, POS and HDHP Plans are modified per Attachment A. The Company will be implementing Pharmacy Management Programs for prescription drugs.
- k. Effective 1/1/14 the Health New England (HNE) POS Plan will be eliminated.

Effective 1/1/14 the Medical Opt Out will be eliminated.

Effective 1/1/14 AD&D to increase from \$25,000 to one times (1X) base salary.

1. The Company and the Union will form a Joint Benefits Committee to review possible benefit design alternatives to address Healthcare Reform, Wellness Programs and the establishment of a Retirement Seminar.

Local 310 has the right to send two (2) representatives to the Committee. These representatives may be chosen from Local 310 or 310B. The Company will appoint qualified representatives and will notify the Union, in writing, of these appointments.

The Joint Benefits Committee will meet not less than once per year to discuss any healthcare benefit matters.

The Company and the Union will discuss providing benefit books to employees and the education of employees on health and welfare benefits.

### 35.5 Dental

- a. Dental benefits will be available to all employees regardless of the health plan they are enrolled in on a voluntary basis. Effective January 1, 2010, the Company contribution for dental is as follows:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

- b. Effective January 1, 2009, the annual maximum benefit is increased to \$2,000.
- c. Dental coverage terminates at retirement.

### 35.6 Disability Insurance

- a. The Company contribution to the premium shall be as follows:

5/12/03	\$49.65
7/01/03	\$73.97

- b. Any additional cost to be borne by the employee. Any amount by which the Company contribution exceeds the insurance premium will be refunded in payroll to employees who are receiving gross wages.
- c. Effective with disabilities commencing on or after 1/1/00, the maximum benefits that an employee will receive is 60% of base pay per month.
- d. The Company agreed that if a disabled employee was denied benefits by the insurer after the first twenty-four months of disability, and the Company could not provide employment for the individual, and the individual had acquired the total

of age and years of service totaling 60 at the time the employee began receiving Long Term Disability payments, the employee will be eligible for an early medical retirement under the conditions outlined in the Memorandum of Understanding of Items Agreed to During Negotiations of New Labor Agreement March 12, 1984.

35.7 Basic Group Life Insurance

The Company pays the full cost of this plan.

35.8 Optional Group Life Insurance

The employee pays the full cost of this plan.

35.9 Retiree Health and Life Insurance

- a. Effective April 1, 2009, upon retirement:
  - 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after March 31, 2008, are not eligible for post-retirement life insurance.
  - 2. The Company contribution to post-age 65 coverage is modified as per Item #6 to the May 12, 2007 Memorandum of Agreement.

35.10 Educational Reimbursement

- a. It is the present policy of the Company to reimburse regular full-time employees with more than one year of continuous service, for 90 per cent of the net cost of both tuition and required textbooks for courses which are reasonably related to their present or prospective future work with the Company. Courses taken to satisfy established degree requirements as a qualification for bargaining unit positions will be reimbursed at 100%. Course approval in each case will be determined by the Company on the basis that both the employee and the Company will benefit from the additional schooling. The courses must be taken outside of working hours and must not interfere with regular work.
- 1. Procedure for Application

The employee must complete an application form (800-25.20) available from the Employee Relations Department and submit it to his supervisor so that it may be approved prior to the starting date of the course.
- 2. Procedure for Reimbursement
  - a. The employee should resubmit the approved application, upon completion of the course within the normal time specified, with passing grades as determined by the

school. A certificate or other formal report from the school that the course has been successfully completed together with a final statement of costs for tuition and textbooks must accompany the application.

- b. The Company will reimburse regular full-time employees, with more than one year of continuous service, for 90 per cent of the net cost of tuition, required textbooks and fees for courses which are reasonably related to their present or perspective future work with the Company. Such reimbursements will be paid at the beginning of the school semester. Appropriate documentation will be required to demonstrate the actual cost of tuition, books, and fees. The employee will be required to provide documentation of successful completion of the course. In the event that the course is not successfully completed, the Company will recover the previously reimbursed amounts for that course.

NOTE: The employee must still be employed by the Company when reimbursement is requested. The Company will make payments only to the employee. Such payments are considered as wages by the Internal Revenue Department and are subject to withholding taxes for Income and Social Security purposes.

#### 35.11 National Grid Scholarship Program

The National Grid Scholarship Program is available to all employees. Future program continuation, termination, or changes is at the full discretion of the Company.

#### 35.12 Dependent Care Assistance Plan

Benefits are as described in, "*Your Benefits Program*."

#### 35.13 Moving Expenses

The Company will pay reasonable moving expenses if they are necessary, and the move is required by the Company.

TITLE 36  
SUCCESSORSHIP

36.1 This Agreement shall be binding upon the parties hereto and their successors and assigns.

## TITLE 37

### MISCELLANEOUS

37.1 The Company will reimburse employees for 100% of the premium cost of licenses required by employees as a condition of employment in their classifications. For employees requiring a Class A or B Commercial Driver's License, the Company will pay the difference between Class C and A or B.

37.2 All employees covered by the Agreement will be entitled to a reward for each calendar year during which there are no absences, except those due to jury duty, vacations, bereavement and union leaves of absence. Employees who use up to 7.9 hours of personal sick time shall not be excluded from the perfect attendance award. For one year of perfect attendance, the award will be one (1) additional floating holiday. For two (2) consecutive years of perfect attendance, one (1) additional floating holiday and two hundred dollars (\$200) will be awarded. For three (3) consecutive years of perfect attendance, two (2) additional floating holidays and four hundred dollars (\$400) will be awarded and for each year of perfect attendance thereafter. In the event of a leave of absence due to union business, periods of perfect attendance before and after the leave, but not during the leave, shall be combined to determine attendance awards.

37.3 Effective January 1, 2011, all paychecks will be disbursed electronically through direct deposit to a bank account specified by the Employee.

37.4 The Company will offer the National Grid plc Employee Stock Purchase Plan to all Permanent and Probationary Employees age 18 and over who are employed for more than 20 hours per week and have three (3) months of continuous service. Additionally, Temporary Employees who meet the above listed criteria are also eligible to join.

The Plan offers eligible employees the opportunity to purchase American Depository Shares (ADSs) on a monthly basis at a discounted rate. Each ADS represents five (5) ordinary shares in National Grid plc and are listed on the New York Stock Exchange.

Participants can contribute up to 20% of their base pay via payroll deductions.

Participants receive a 10% discount on stock purchased through payroll deductions and a 10% discount on reinvested dividends.

Participants will receive statements as provided by the Plan.

37.5.1 Rules of progression will be based on six-month intervals unless otherwise agreed to, with reference to the last date of hiring, pay increase, or review, whichever is most recent.

37.5.2 All salary increases will be rounded to the nearest full cent.

37.5.3 The Company will establish the number of employees required in each job classification.

37.6 In instances where employees are required to use personal transportation, and have received supervisory approval for use of a personal vehicle for attendance at work-required activities, employees will be reimbursed at the current IRS mileage reimbursement rate for miles.

## TITLE 38

### MUTUAL AID

This policy will be applicable when any employees are assigned to restore gas and electric service in emergency situations outside of the geographic areas normally serviced by the Union's classifications assigned. The provisions of the policy are applicable when the assignment is for a period of more than twenty-four (24) hours and the Company provides the employee lodging. The geographic areas include all National Grid and other Utility Company franchise areas.

When time and conditions permit, assignments will be made by classification and qualification. Regulatory circumstances may preclude the use of seniority as the sole method of assignment.

Employees so assigned will be paid at the overtime rate of time and one half (1.5) for all hours actually worked. Employees will be entitled to rest time paid at the normal wage rate (1.0) for the balance of the day. A day is defined as a twenty-four (24) hour period from 12:00AM to 11:59PM. If a holiday occurs during this assignment, working time will be paid for at two and one-half times (2.5x) plus holiday pay. While performing mutual aid work, employees will not be entitled to receive any shift differentials and/or meal allowances (in instances where the Company provides meals).

The assignment will terminate upon the employee's return to his normal reporting location.



## TITLE 39

### EDO RESTORATION

Field Operations employees who are assigned to work on Electric Restoration due to a storm System Event will be paid time and one half (1.5) for all hours worked on such restoration once assigned actual storm related duties. Employees will not be entitled to receive any premiums, differentials and/or meal allowances. During staging, prior to employees being assigned electric restoration duties, they will be paid at straight time during normal working hours.

In instances where the Company utilizes CMS and C&M staff for EDO restoration, the Company will utilize, subject to Gas operating needs, the following order of consideration for assignment to EDO storm restoration work:

310B CMS, other gas unions CMS, 310B C&M, other gas unions C&M

Nothing contained in this document shall limit the Company's ability to utilize outside resources, including both contract personnel and other represented personnel. The intent of this agreement is to ensure that 310B personnel are given first consideration, as much as practical, during EDO restoration activities.

## TITLE 40

### TERM OF AGREEMENT

40.1 This Agreement shall become effective July 20, 2013, and shall continue in full force and effect until midnight July 19, 2017, and shall be automatically renewed from year to year thereafter unless at least sixty (60) days prior to any expiration date either party notifies the other in writing of its desire to terminate the Agreement, in which event it shall terminate on the expiration date of the year for which such notice is given.

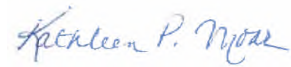
40.2 At least sixty (60) days prior to any expiration date, either party may notify the other of its desire to amend or modify the Agreement. If the parties are unable to agree upon the proposed amendments during the sixty (60) day period, the contract shall expire on its expiration date, unless the party or parties proposing the amendments or modifications shall have previously withdrawn them, or unless the Agreement is extended by mutual consent.

40.3 It is agreed that this written Agreement reflects the entire agreement between the parties, and all prior agreements and understandings, both oral and written, are hereby expressly terminated. Any amendments or clarifications of this Agreement mutually agreed upon shall be reduced to writing, signed by the parties, attached hereto and made a part hereof and shall become effective as of the date specified in such amendment.

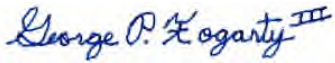
IN WITNESS WHEREOF the Company has executed this Agreement by its duly authorized


**FOR THE COMPANY:**


By:   
Maria Paola Marotta  
Director, Employee & Labor Relations


By:   
Kathleen P. Moar  
Manager, Employee & Labor Relations


**FOR THE UNION:**

By:   
George P. Fogarty III  
President, Local 310 BUW

By:   
James A. Diggle  
Executive Vice President, Local 310 BUW

By:   
Mark Zito  
Vice President - Gas, Local 310 BUW

By:   
Laurie Stenovitch  
Recording Secretary, Local 310 BUW

By:   
Jorge Fernandes  
Steward, Local 310 BUW

Dated: July 19, 2017

**Local 310B Seniority List and FAPP II plan participants  
Effective July 19, 2013**

Baillargeon, Richard	05/20/1974		Larochelle, Stephen	12/29/1997
Leary, Wayne	10/21/1974		Fernandes, Jorge	06/01/1998
Gendron, David	06/22/1976		Tonucci, Robert	06/21/1999
Marcaurele, Paul	07/26/1976		Brennan, Patrick	07/31/2000
Zito, Mark	06/09/1986	(1)	Cournoyer, Glen	09/05/2000
Steere, Robert	06/09/1986	(2)	Corrigan, Todd	10/27/2003
Paquin, Michael	07/27/1986		Johnson, Edward	08/30/2004
Pouliot, Marc	07/28/1986		Pereira, Scott	07/16/2006
Morrison, Frank	03/23/1987		Reilly, Kieran	10/02/2006
Eagan, Thomas	09/08/1987		Santa Cruz, Gerson	01/02/2007
Archambault, Alfred	07/05/1988		McCarthy, Susan	07/01/2007
Lussier, David	07/11/1988		Kane, Terrance	08/21/2007
Moriarty, John	09/05/1989		Ezovski, Michael	10/04/2007
Fineout, Kevin	03/16/1992		Avarista, Louis	02/20/2008
Svtil, Charles	05/26/1992		Vandenburgh, Nicholas	03/10/2008
Wahl, Timothy	08/17/1992		Doane, Linwood	04/21/2008
Tabares, Orlando	09/17/1995		Matias, Christopher	08/11/2008
Horton, Timothy	09/24/1995		Henson, William	07/20/2009
Simanski, Michael	10/20/1996	(1)	Swanlund, Brett	08/24/2009
Ortiz, Jose	10/20/1996	(2)	Tarlton, Brady	08/25/2009
Queenan, Steven	06/16/1997	(1)	LeBlanc, Robert	12/22/2010
Furtado, Manuel	06/16/1997	(2)	Tousignant, Robert	11/19/2012

**SCHEDULE OF WAGES  
BUW-UWUA Local 310B**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>4/1/13</u>	<u>5/1/14</u>	<u>6/1/15</u>	<u>7/1/16</u>
<b><u>CMS-7G</u></b>				
Working Leader/Trainer (Step 1)	39.20	43.05	44.13	45.24
Working Leader/Trainer (Step 2)	38.09	39.05	40.03	41.04
Meter Service Technician (Step 1)	35.06	35.94	36.84	37.76
Meter Service Technician (Step 2)	32.05	32.83	33.66	34.51
Meter Service Technician (Step 3)	30.91	31.69	32.49	33.31
Meter Service Technician (Step 4)	28.70	29.42	30.16	30.92
Meter Service Technician (Step 5)	26.50	27.17	27.85	28.55
Meter Service Technician (Step 6)	24.09	24.70	25.32	25.96
Meter Service Technician (Step 7)*	23.20	*	*	*
Meter Service Technician (Step 8)*	19.89	*	*	*
Meter Service Representative (Step 1)	24.84	25.47	26.11	26.77
Meter Service Representative (Step 2)	23.19	23.77	24.37	24.98
Meter Service Representative (Step 3)	21.54	22.08	22.64	23.21
Meter Service Representative (Step 4)*	19.39	19.88	20.38	20.89
Meter Service Representative (Step 5)*	16.16	16.57	16.99	17.42

\*MST and MSR job classifications modified during mid-term negotiations subsequent to original contract date. Wage progressions will be on an annual basis.

**METER OPERATIONS-7G**

Working Leader Meter Operations	40.48	41.50	42.54	43.61
Meter/Regulator/Telemeter Tech A (Step 4)	33.14	33.97	34.82	35.70
Meter/Regulator/Telemeter Tech A (Step 3)	34.19	35.05	35.93	36.83
Meter/Regulator/Telemeter Tech A (Step 2)	35.20	36.08	36.99	37.92
Meter/Regulator/Telemeter Tech A (Step 1)	36.29	37.20	38.13	39.09
Meter/Regulator/Telemeter Tech B (Step 1)	30.02	30.78	31.55	32.34
Meter/Regulator/Telemeter Tech C (Step 5)	28.55	29.27	30.01	30.77
Meter/Regulator/Telemeter Tech C (Step 4)	27.45	28.14	28.85	29.58
Meter/Regulator/Telemeter Tech C (Step 3)	26.35	27.01	27.69	28.39
Meter/Regulator/Telemeter Tech C (Step 2)	25.25	25.89	26.54	27.21
Meter/Regulator/Telemeter Tech C (Step 1)	24.13	24.74	25.36	26.00

**CONSTRUCTION-40G**

	<u>4/1/13</u>	<u>5/1/14</u>	<u>6/1/15</u>	<u>7/1/16</u>
Inspector/Working Leader C&M	41.79	42.84	43.92	45.02
Technician A	39.74	40.74	41.76	42.81
Technician B w/Certs (Step 1)	37.20	38.13	39.09	40.07
Technician B w/Certs (Step 2)	35.82	36.72	37.64	38.59
Technician B (Step 1)	36.10	37.01	37.94	38.89
Technician B (Step 2)	34.71	35.58	36.47	37.39
Technician C w/Certs (Step 1)	29.82	30.57	31.34	32.13
Technician C w/Certs (Step 2)	26.51	27.18	27.86	28.56
Technician C (Step 1)	28.72	29.44	30.18	30.94
Technician C (Step 2)	25.40	26.04	26.70	27.37
Laborer (Step 1)	20.99	21.52	22.06	22.62
Laborer (Step 2)	17.24	17.68	18.13	18.59
Ops Welder A	37.96	38.91	39.89	40.89
Ops Welder B (Step 1)	36.85	37.78	38.73	39.70
Ops Welder B (Step 2)	31.46	32.25	33.06	33.89
Ops Welder C (Step 1)	29.25	29.99	30.74	31.51
Ops Welder C (Step 2)	26.49	27.16	27.84	28.54

**GAS OPERATIONS-41G**

Working Leader I&R	42.26	43.32	44.41	45.53
Gas Control Technician A	39.74	40.74	41.76	42.81
Measurement & Control A	38.72	39.69	40.69	41.71
Gas Control Technician B (Step 2)	35.73	36.63	37.55	38.49
Gas Control Technician B (Step 1)	34.70	35.57	36.46	37.38
Gas Control Technician C (Step 2)	28.70	29.42	30.16	30.92
Gas Control Technician C (Step 1)	25.39	26.03	26.69	27.36
Gas Control Technician Appr (Step 2)	22.00	22.55	23.12	23.70
Gas Control Technician Appr (Step 1)	18.26	18.72	19.19	19.67

**Local 310B CONSTRUCTION & MAINTENANCE AGREEMENT**

**1. CONSTRUCTION & MAINTENANCE**

1.1 The Company will determine the proper number of crews and appropriate crew size and make up on any given day. However, the following typical crew make up will apply:

a) Four-person:

- A, B, C, Laborer or Temporary Laborer
- A, B, C, C
- A, B, B, C
- A, B, B, Laborer or Temporary Laborer

b) Three-person

- A, B, C
- A, B, Laborer or Temporary Laborer
- A, B, B

c) Two-person (with backhoe or equivalent equipment)

- A, B
- A, C (with upgrade to B)

d.) Two-person (handwork)

- A, B,
- A, C
- A, Laborer or Temporary Laborer
- B, B
- B, C (With one year minimum in B Technician classification)
- B, Laborer or Temporary Laborer (With one year minimum in B Technician classification)

1.2 Two-person (handwork) referred to in section d) above includes the following:

- Meter protection
- Anodes to risers (in paved areas)
- Gate boxes (locate, raise, clean, install)
- Leak pinpointing
- Aerating (when more than one (1) person is needed)
- Primary valve inspections
- Leak repair (grease valve)
- Loam and seed

1.3 All maintenance activities can be performed by two-person crews with the following exceptions:

a) One-person

- Misc. inspection (Pipeline inspection)
- Anodes to riser
- Locate, raise to grade and clear gate boxes (off pavement or no pneumatic tools required)
- Replace gate box cover

- Install gate box paving rings

*\*1-Person work may be performed by Technician B and above with one (1) year minimum in Technician B classification*

b) Three-person

- Minor main relays in excavations greater than eight feet (8')
- Non-anaerobic joint repair twelve inches (12") or above
- Service inserts requiring three or more holes by hand
- Cast Iron main breaks six inch (6") in diameter or greater
- Direct burial service replacements greater than one and one quarter inches (1 ¼") in diameter and/or longer than one-hundred feet (100')
- Any crew work requiring the use shoring panels

1.4 All construction work can be performed by three-person crews with the following exceptions:

a) Two-person crews

- "Contractor to Dig" mains and services  $\leq 1\text{-}1/4"$
- Services up to and including 1 ¼ " in diameter and up to one hundred feet (100')
- Test holing, in conjunction with main work
- Utilization of current trenching and/or trenchless technologies
- Horizontal Directional Drill (HDD) drilling and pipe installation
- Tapping only of mains or large services less than or equal to two inch (2") using Mueller or equivalent equipment
- Main or service connections less than, or equal to, four inch (4") utilizing single valve or single squeeze off

a) Four-person crews

- Installation of new or replacement mains or large (4 inches or greater) diameter services

1.5 In determining the need for additional assistance, the Company will give consideration to work site conditions, such as traffic congestion, roadway surface depths, amount of hand excavation, excavation requirements (e.g., shoring) or other factors that may require additional manpower. When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to assign appropriate assistance.

1.6 Off-hour Coverage Crews will comprise three (3) people (on call). The number of personnel called in will be based on the nature of the work to be performed and at the discretion of the Company.

1.7 To contend with winter weather conditions (frost and snow), the Company will convert 2-person crews to 3-person crews and 1-person crews to 2-person crews during the period January 1 through March 31. The Company reserves its right to revert to non-winter crew makeup should there be favorable weather conditions. However, the Company agrees to discuss with the Union any changes, proposed by either party, to the start date of, end date of, or reversion during winter operations. Such discussion will occur prior to enacting any changes.



1.8 Construction and Maintenance crews will operate under a “one crew does it all” method and will perform the following tasks in conjunction with their assigned primary task:

- a) Perform customer relights as needed (up to 2 meters residential or small commercial)
- b) Perform residential reconnects as needed including installing and connecting prefab meter sets and single “in-to-outs.”
- c) Install pre-fab meter sets for new service installations.
- d) Perform atmospheric corrosion work requests (Wire brush and paint meter sets) as needed.
- e) Perform all required documentation, sketching, etc.

This does not preclude Customer Metering Service personnel from performing any of this work.

1.9 Contractor construction and maintenance crews in addition to current duties performed under the “one crew does it all” method will also perform activities (b-e) as listed in Section 1.8 above in conjunction with their assigned work activity. Contractor performance of “piping” reconnects as referenced in 1.8b above will be limited to reconnecting of Company owned distribution piping that does not involve customer piping downstream of the meter or changing of the meter itself. This does not preclude Customer Metering Services personnel from performing any of this work.

1.10 If Contractor crews are performing work on a Saturday, Sunday, or Holiday that is ordinarily and customarily performed by C&M crews, work will be offered to C & M crews on a one-to-one basis. Crew size to be offered work will be determined as per Section 1.1 through 1.4 above.

1.11 The Company may utilize full-time temporary employees to assist in staffing its internal work force. If the Company has a requirement to retain these employees longer than nine (9) months, the period in excess of nine (9) months shall be mutually agreed on by the Company and the Union. The number of temporary employees in Construction and Maintenance will not exceed three (3).

1.12 If the Company has a need to create or fill permanent vacancies at Technician A, the position(s) will first be posted as per the collective bargaining agreement. If the posting process does not provide the required Technician As, the Company may assign the junior qualified Technician Bs in order to meet the required number as per the posting. If an employee is assigned to this higher-rated job and such assignment is for a period of six consecutive months, the posting shall be considered filled. However, during the sixth month of this assignment, the Company will re-post the job as per the CBA. If no qualified employees bid during the re-post, the job will be considered permanently filled by the employee previously assigned.

1.13 The Construction and Maintenance Schedule of Wages is located within the schedule of wages.

- Incumbent employees from outside the department as of April 1, 2010 will enter at the Technician C (Step 2), but will be paid the Step 1 rate unless otherwise mutually agreed.
- All employees entering C&M from outside departments hired after April 1, 2010 will enter the new progression at Laborer (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.

- Automatic progression to top of Technician C only for personnel hired after April 1, 2010  
Current Local 310B members who enter C&M will be allowed to progress to Technician B in new progression
- Incumbent C&M employees already in Technician B progression will progress to Top of Technician B as per attached schedule.
- New hires directly into C&M will start at 100% of the bottom rate, and will not benefit from any GWI adjustment in year 1 of the contract.
- For welders, Technician C with certs will be allowed to progress to Tech B with certs upon meeting all qualifications of Tech B with certs job description.

## **2. LICENSES / CERTIFICATIONS**

- 2.1 All employees within Construction & Maintenance progressions will be required to obtain, or maintain, Hazwoper certification. The Company reserves the right not to require the certification of any employee projected to retire on, or before, December 31, 2011. Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.
- 2.2 All employees within Construction & Maintenance and progressions will be required to obtain, or maintain, a CDL A license. Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.
- 2.3 Employees will be given two opportunities to obtain a CDL A drivers license; training and testing provided/or paid for by the Company. Employees who fail the first two opportunities will be given two additional chances to obtain the CDL A drivers license at their own cost within a twelve month period after their failure of the second Company paid for test.
- 2.4 Employees that is unable to obtain a CDL A, for reasons other than medical conditions, will be disqualified from progression and will be placed at the Laborer classification.
- 2.5 Any license or certification (Excluding State Driver License) required by the employee's current classification, or any renewal of these licenses, will be reimbursed by the Company

## **3. CONSTRUCTION & MAINTENANCE – Assignment Provisions (formerly L-27)**

- Technician A – Temporary Upgrade:
  - Assignment to a Technician A temporary upgrade will be determined by any classification time within the Department that meets with Provision 1. The four (4) permanent backhoe operators will have an opportunity annually to decline a Technician A upgrade. Should the temporary upgrade need to unfilled the Company will assign the junior qualified employee to the position.
- Technician B:
  - The assignment to a backhoe will be determined by any classification time within the Department. There will be no less than four (4) permanent assignments to backhoes for daily scheduled work activities and standby requirements. Additional assignments will only be made available when vacated. The four (4) backhoe operators will have first choice for standby assignments on the backhoe.

- Technician B/C with Welding Certification:
  - The Technician B/C with welding certification classification will perform all duties of the Technician B/C position and miscellaneous crew welding requirements. This classification will not have the opportunity for assignment to excavating equipment unless all Technicians A/B have elected not to accept the assignment. The Company shall determine the number of employees in this classification.
- Provisions:
  - Employees in the Technician B or Technician B with Certs position must have attained the top step of the classification for a period of one year to qualify for a Technician-A temporary upgrade.

#### 4. WELDER PROGRESSION

The Operations Welder schedule of wages is as follows:

	(1)	(2)
Ops Welder A	\$37.03	
Ops Welder B	\$35.95	\$30.69
Ops Welder C	\$28.53	\$25.84

- Incumbent employees from outside the department as of July 19, 2013 will enter at the Welder C (Step 1) unless otherwise mutually agreed.
- All employees entering Welding from outside departments hired after July 19, 2013 will enter the new progression at Welder C (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- New hires directly into Welding will start at 100% of the bottom rate.
- Incumbent Tech B with certs successfully bidding into full time welder position will be placed at the Welder A classification and be given 1 year to attain/retain all necessary qualifications.
- Should the successful bidder fail to attain necessary qualification for Welder A, they would be placed at Welder B but at Tech B with certs rate until such time as the Company fills the Welder A position
- Any Welder A/B who has attained three (3) or more years at the top of the Technician B classification (or as otherwise mutually agreed) and has maintained their OQ qualifications, will be eligible for a Temporary Technician A upgrade and standby assignments, subject to their availability as determined by the Company. The Welder A/B will maintain time in both the Welder and Technician B roster for upgrade and standby purposes unless their welding duties preclude it.
- Incumbent Tech C with certs successfully bidding into full time welder position will be placed at Welder B, Step 2 upon successful completion of all necessary qualifications.
- Tech B or Tech C with certs who performs duties of higher classifications in welding will be temporarily upgraded to next step in progression which gives them an increase and/or

matches the job duties of the full time welding position. The Tech B or Tech C with certs will not be downgraded for doing lower classification duties.

**Local 310B CUSTOMER METER SERVICES AGREEMENT**

1. The Company will create a new Customer Meter Services career path by combining the existing Customer Transactions and Process Field Requests groups as follows:

<b><u>Current CMS</u></b>		<b><u>New CMS</u></b>
<b><u>Customer Transactions</u></b>	<b><u>Process Field Requests</u></b>	
		Working Leader
	Serviceman Technician A & B Serviceman Technician MC	Meter Service Technician
	CMS Apprentice System Protection A,B, & C	Meter Service Representative

- 1.1 All current National Grid CMS employees within Local 310 B on the property as of April 1, 2010 will be mapped into the new CMS career path at their existing wage rates. In the future upon progression through the CMS career path, existing employees will promote up and maintain their wage rate unless the promotion would take them to a higher wage rate. If an existing employee bids out of the CMS Department they will go to the new rate of the respective classification that they are bidding in accordance with the contract.
- 1.2 All CMS employees will be required (unless specifically outlined within this agreement) to become trained and qualified to perform all duties within their new classification.
- 1.3 Local 310 B employees hired prior to April 1, 2010 who bid into CMS Department will be hired in at the fifth (5<sup>th</sup>) step of the Meter Service Technician, unless otherwise mutually agreed.

**2. Customer Meter Services Department – Schedule of Wages:** refer to Schedule of Wages.

- Step progressions will be on an annual basis.
- There is no forced progression from one classification to another.
- Progressions into higher classifications as determined by the Company.
- All MSRs will be eligible to work MSR shifts as determined by the Company. All MSTs will be eligible to work night shifts within 12 months and weekend/holiday (days) within 12 months, as determined by the Company. All Working Leaders will be eligible to work Working Leader shifts as determined by the Company.

**3. The new CMS career path will be as follows:**

**Meter Service Representative**

- Physical offs
- ERT changes
- Leak Survey and Leak Surveillance (including leak classification)
- Wires down standby
- Assist on two-person assignments as needed

**Meter Service Technician**

- Emergency Response (i.e. Gas leaks, CO, No Gas)
- Leak Investigation
- Turn On & Off
- Change/remove/set meter
- Inspect Regulator
- Residential and Commercial Fitting work & associated regulator work
- Investigate metering conditions
- Clear gas service freeze ups & blockages
- *Storm restoration*
- Perform all duties of lower classification

**Working Leader**

- Monitor & prioritize workload and staffing, tools & equipment in coordination with Dispatch & Schedule Department. (Non-exclusive)
- Perform general office work. (Non-exclusive)
- QA's & safety checks. (Non-exclusive)
- Provide feedback and direction/instruction to all employees. (Non-exclusive)
- Conduct employee meetings. (Non-exclusive)
- Industrial Gas Equipment (initial start-ups)
- Majority of this persons work day is spent in the field performing lower level tasks.
- Perform all duties of lower classifications

4. The Company will create one (1) Working Leader position. The position will be filled through a one-time polling from within the CMS Serviceman Technician classifications. Future vacancies within the Working Leader classification will be filled via polling by Department from the Meter Service Technician classification. The number of Working Leaders will be as determined by the Company. The Company will poll for Working Leader Trainee position(s) from the existing CMS Service Technician classification to act as a backup to the Working Leader classification and will be filled at the Company's discretion.
5. Working Leader: Employees that were previously rated as a B or A class can use their seniority to access a working leader vacancy and would come in at the top step. Employees that were previously rated as an MC class can use their seniority to access a working leader vacancy and would come in at the 2<sup>nd</sup> step. If the employee's wage rate is higher than the step of the working leader classification they are slotting into, their wage rate would be reduced to that working leader step.
6. All candidates (internal and external) for Meter Service Representative Position must pass a basic aptitude test to be considered.
7. All candidates (internal and external) for the Meter Service Technician position must pass the Meter Service Technician test which will be given on or before their six months within the position.
8. The Company and Union agree to implement a pilot for a voluntary vehicle take home program.
9. A joint Union-Company committee will oversee the establishment and implementation of a pilot for CMS Performance-based Pay Programs. The intent of these programs will be to compensate Local 310 B personnel for the degree of success they achieve in improving results that clearly benefit both the Company and Local 310 B.

**Local 310B I&R / LNG AGREEMENT**

Schedule of Wages – Pre GWI:

<u>Job Title</u>	<u>Step</u>	<u>Job Code</u>	<u>Effective 7/20/13</u>
Gas Control Tech Apprentice	Step 2		21.46
	Step 1		17.81
Gas Control Tech C	Step 2	949063	28.00
	Step 1	949064	24.77
Gas Control Tech B	Step 2	949061	34.85
	Step 1	949062	33.85
Gas Control Tech A	Step 1	949060	38.77
Working Leader	Step 1		41.22

- Measurement and Control Tech A - New rate \$37.77
- Step progressions will be on an annual basis, unless otherwise noted. Automatic progression to step 2, Gas Control Technician B
- Incumbent 310B employees as of July 19, 2013 who successfully post into I&R will enter at Gas Control Tech C Step 2.
- All outside hires, or 310B employees hired after July 19, 2013 will enter at Step 1 of Gas Control Tech Apprentice.
- Successful completion of the field aptitude test (FAT) is a requirement to enter this progression.
- Gas Control Technicians of any classification, including the Measurement and Control Tech A, may be trained and may perform pre-marking of excavation locations associated with I&R work. This does not preclude other employees currently performing this task from performing I&R premarking.
- The requirement that all technicians entering the group must become LNG qualified remains in effect. The Measurement and Control Tech A position will cease to exist when the current technician in that position moves out of that position.
- Working Leader
  - The Working Leader will not participate in the six month department selection process for LNG, but will be allowed to work assignments in LNG following the current practice.
  - The position will be filled following the current collective bargaining agreement language so long as the candidate possesses the required minimum experience (six years total LNG & I&R, three years I&R specific).

**LETTER OF UNDERSTANDING**

Subject: 401(k) Retirement Savings Plan

If, after January 11, 2011, Management is given the opportunity to receive a 10% discount on purchase of National Grid stock within the 401(k) plan, including stock purchased through dividend reinvestment, the Union will receive the same benefit as soon as possible, but no more than six (6) months after the management policy takes effect. This letter remains in effect for the length of this contract.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date



**Letter of Understanding**  
National Grid and BUW-UWUA Local 310B, AFL-CIO

Vacation Carryover Guidelines

**Vacation-Holidays**

- Vacation time is calculated per the contract
- One vacation day for personal reasons (see 9.16 of 310B 2008-2010 CBA)
- 2 Floating Holidays
- Holidays

**Guidelines for Vacation Carryover**

- 5 vacation days or less are allowed to be carried
- Days of less than 8 hours are not allowed to be carried
- Vacation day (pop-up day) for personal reasons may not be carried over ( see 9.16.g)
- Floating holidays may not be carried
- Holidays may not be carried

**Carryover Request**

- Request must be made in writing to your supervisor before November 1 yearly.
- Carried over vacation must be used by April 1 each year.
- Requests must be made to the supervisor in writing under existing procedures for requesting vacation. Approval, if granted, will be given in writing.
- Section 9.15 language still applies. The Company will notify employees by October 15<sup>th</sup> of each year regarding unassigned vacation days. If vacation selections are not made by November 1<sup>st</sup>, the days will be assigned by management prior to the end of the calendar year. If the vacation carryover request is approved, those days will be excluded from the vacation assignment post November 1.

L-2

April 1, 1997  
(Renewed 4/1/00)  
(Revised 4/1/06)  
(Renewed 4/1/08)  
(Revised 4/1/10) (Renewed 7/20/13)

Local Union No. 310B  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

To whom it may concern:

The Company recognizes the importance of job security to employees. We continually review current and prospective personnel requirements, and are willing to state to you the following:

The Company will not lay off a current employee who has completed six (6) years of continuous service with the Company as of September 30, 2009. No employee hired after October 1, 2003 shall be covered by the preceding sentence. In the event that the Company sells a part of the business, an affected employee may exercise any bumping rights that he may have to remain with the Company.

Very truly yours,



Thomas J. Ryan, III  
Director, Employee & Labor Relations  
National Grid

This letter is subject to Title 17 (Grievance Procedure) and Title 18 (Arbitration) of the collective bargaining agreement.

L-3

April 1, 1997  
(Renewed 4/1/00)  
(Revised 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

The Company will permit fractionalizing of vacations on a trial basis, subject to the following conditions:

1. An employee must be entitled to three or more weeks of vacation.
2. Not more than one week of an employee's vacation may be fractionalized.
3. The fractionalized vacation will be on the basis of one or more days (8 hours).
4. An employee must be on a day shift in order to have a fractionalized day of vacation.
5. A fractional day or days of vacation may not be taken at a time which will interfere with the regular vacations of other employees.
6. The employee will give at least ten days notice of the date or dates he desires to take the day or days of fractionalized vacation.
7. An employee will be allowed to break up two (2) vacation days into four (4) hour increments.
8. The Company, in its sole discretion, may exclude periods of time or particular dates when fractionalized vacation days may not be taken because of operational and workload conditions.

The Company in its sole discretion may waive or reduce this requirement in extraordinary situations.

Very truly yours,  
D'Anna Soehnge  
VP Human Resources

L-6

May 16, 1969  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
(Revised 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island

Gentlemen:

During the negotiations, the question was raised as to the meaning and application of the phrase "proceed directly to his home" in Title 23.3 which reads as follows:

Any employee who has a Company vehicle at home when off duty shall, upon completion of a tour of duty, proceed directly to his home.

The intent of the requirement that the employee proceed directly to his home is that the employee not use a Company vehicle for personal business or pleasure. On the other hand, it is not intended to preclude brief stops or variations in routes traveled for convenient errands or the like. However, since the employee will be driving, stops to consume alcoholic beverages are precluded. The stops and variations referred to are not intended to go so far as to involve hours or miles beyond the usual direct route.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-7

May 16, 1969  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island

Gentlemen:

It is recognized that on infrequent occasions an employee may be faced with a sudden and unusual emergency at home necessitating his leaving work for a few hours. Examples of this are an accident involving his wife or child or a fire at his home. In such cases, in the discretion of the Company, the employee will be permitted to leave work and be paid at the straight time rate for the time allowed. It is understood that this letter will not be subject to Titles 17 and 18 of the collective bargaining agreement.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-10

April 1, 1979  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

This will confirm the agreement reached with respect to the birth of an employee's child.

The Company will grant one day (8 hours) with pay in connection with the birth of the employee's child (as, for example, taking his wife to the hospital and bringing wife and child home from the hospital). Thus, the employee may take the paid time as two half-days if the employee so desires.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-12

April 1, 1994  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

One year after an employee has received a written warning or has been suspended, the Union may request that the Company review the employee's overall disciplinary history and expunge the disciplinary action taken one year earlier. The decision as to whether said disciplinary action is to be expunged shall be within the sole discretion of the Company. The Union may also request that a verbal warning be reviewed and expunged after six months. The decision on this request is also within the sole discretion of the Company. The Company's answer to the Union's request will be given within thirty (30) days from its receipt.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L - 14

April 1, 1991  
(Renewed 04/01/00)  
(Renewed 04/01/06)  
(Renewed 04/01/08)  
(Renewed 04/01/10)  
(Revised 07/19/13)

Local Union No. 310B  
UWUA, AFL-CIO  
Cumberland, RI 02864

Colleagues:

The following constitutes an agreement which was reached between the Company and the Union to govern overtime assignments in the Company's Construction & Maintenance and Instrumentation & Regulation Departments:

1. Each morning in the Construction Department, any employee who desires or is willing to work overtime that day will sign an overtime volunteer list. Any employee who does not sign this list will be considered by the Company to have expressed a desire to be relieved from overtime work on that day.
2. At the end of the workday, if a job being worked on by a crew extends into overtime and it is anticipated that the amount of overtime associated with the job will be four (4) hours or less, the crew assigned to that job during their regular working hours will be expected to complete it on overtime. If a hardship case arises for relief, the Company will canvas according to current local rules, and absent a volunteer, the low overtime employee in the classification needed will be forced.
3. If such a job is not anticipated to require four (4) hours or more beyond the end of the workday to be completed, but while the job is in progress it becomes apparent that it will in fact extend more than four (4) hours beyond the end of the workday, the decision as to whether employees on the crew who have not signed the voluntary overtime list will be replaced, will be based upon the judgment of the supervisor, taking into account all of the relevant facts associated with the job, including but not limited to, the anticipated length of time that the job will run over four (4) hours, the availability of employees to replace the crew at that time and the feasibility of replacing the members of the crew who have not signed the voluntary overtime list. The parties anticipate that the situation covered by this paragraph will occur infrequently.
4. If on any given workday, an employee desires to be exempted from any overtime requirement on that day, including overtime work for the first four hours of an extension of the workday assignment, at the start of the workday the employee may submit a memorandum to the Company requesting an exemption from overtime for that day. This memorandum shall clearly set forth the reasons supporting the employee's request. The Company will decide on a case by case basis whether the employee's desire for an exemption can be accommodated, taking into account the nature of the reason given for the request, the availability of manpower to work necessary or



required overtime that day and the nature of the operating conditions on that day. It is expected requests such as these will occur infrequently.

5. It is recognized and understood by the parties that due to operating conditions on any given day, the Company may not be able to replace or exempt any employees who desire relief from overtime assignments and all available employees may be required to work overtime on certain days.
6. In administering the foregoing procedures, the Company will attempt to determine from the crews working in the field as early as possible during the course of the workday what overtime requirements, if any, will be necessary in regard to on-going jobs which are commenced during the course of the regular workday.

Very truly yours,



Thomas J. Ryan, III  
Director, Employee & Labor Relations  
National Grid

L-17

April 1, 1988  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

Subject to operating considerations, the Company shall allow employees represented by the Union in such numbers and for such times as the Company shall determine, time off from work without pay for the purpose of attending seminars, conventions, or educational programs sponsored by the National Union. Requests for such time off shall be made in writing to the Company's Vice President of Human Resources at least two (2) weeks prior to the time requested and said request shall specify the names of the employees for whom the request is being made and the specific reason for which the time is being requested.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-18

April 1, 1997  
(Renewed 4/1/00)  
(Revised 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

A meeting will be scheduled between the Union and the Company, if requested by the Union or the Company, to discuss matters of concern to the parties. The meeting will be scheduled regularly with the understanding that both parties may re-schedule as needed. The meeting may be attended by the Union President or his designee, plus one Union member, and the head of the Human Resources Department or his designee, plus one Company representative. Additional participants may attend with agreement of both parties. The agenda and attendees will be discussed and agreed to by the Union President and the head of the Human Resources Department prior to the meeting. This meeting will not be a substitute for the grievance procedure and all discussions will be off the record and not to be cited in any other proceeding. Any binding resolutions reached will be in writing.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-23

April 1, 1997  
(Renewed 4/1/00)  
(Renewed 4/1/06)  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

Gentlemen:

This will confirm the agreement reached with respect to expanding of the period employees holding certain positions may select vacations.

1. The Company agrees to allow a limited number of employees holding certain positions to select vacation during the winter months on a trial basis as follows:
  - a. One (1) employee from each of the following departments may select a vacation week between the first Sunday in January through March 31st of each year  
  
Construction and Plant Maintenance  
  
(Note: Construction employees assigned to Scott Road are not eligible for the provisions of this letter).
  - b. One (1) employee from each of the following departments may select a vacation week between the first Sunday in February through March 31st of each year.  
  
Stockroom, Measurement & Control and Service Department
2. Utility Classifications assigned to positions within the above departments during the corresponding periods shall be considered as a permanent (non-Utility classification) member of that department with respect to eligibility for a winter vacation selection.
3. Eligible employees desiring winter vacations must submit their request and selection to the corresponding department head no later than October 15th. Weeks will be awarded on a seniority basis.

A second week may be requested if it is not selected during the first round.

Requests for the second week must be received no later than November 1st.

Requests submitted after Nov. 1 will not be considered.

4. The Company may at its sole discretion expand or reduce the above periods to adjust for deviations in staffing levels. The Company must notify the Union of any changes no later than September 1st of each year.

Very truly yours,

D'Anna Soehnge,  
VP, Human Resources  
New England Gas Company

L-25

(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

April 1, 2006

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

RE: Meter Shop Proposal

Gentlemen:

The Company agrees to the following with regard to the Meter Shop Proposal, for the term of this Collective Bargaining Agreement:

1. A Class C position will be posted and filled immediately.
2. One (1) Class C Tech will be able to progress to Class B.
3. Two (2) Class A positions will be maintained.

Very truly yours,

D'Anna Soehnge  
VP Human Resources

New England Gas Company

L-26  
April 1, 2006  
(Renewed 4/1/08)  
(Renewed 4/1/10)  
(Renewed 7/20/13)

Local Union No. 472  
Utility Workers Union of America, AFL-CIO  
Cumberland, Rhode Island 02864

GAS CONTROL PROPOSAL:  
March 24, 2006; Local 472  
Revised 3/28/06

The following are proposed modifications to our original proposal for a new position in Gas Control:

- a. All new hires in LNG and M&C shall progress through the new posting.
- b. Existing LNG and M&C employees may voluntarily sign up for the new position within 6 months of the date of the original posting. Those volunteering will immediately receive the top rate for the new position.
- c. Employees who volunteer will be designated as a “helper” or “second person” on a two-person crew in their incremental discipline for a period of 3 years.
- d. After 3 years, they would be considered fully capable of performing all of the duties of the position, and no longer be designated as a helper or second person.
- e. Each volunteer would be provided an 18-month training program.
- f. All M&C Technicians will be required to work as the second person for LNG truck unloading when needed. M&C Technicians who do not volunteer for the new posting would only be qualified in LNG truck transfer procedures and not LNG vaporization operations. Training and qualification for truck unloading will be completed no later than the next heating season. The training will be no more than one week per person.
- g. Current M&C Technicians (Gregory Celentano, Frank Morrison, and Timothy Wahl) and LNG Plant Operators (Alfred Archambault, Richard Benoit, Robert Conklin, Marc Pouliot) who do not volunteer to accept the Gas Control Technician position will retain their current classification.

#### L-26 Addendum

This letter is a proposal for an exchange of duties of the one and only M&C A position in the I&R department held by Timothy Wahl, Local 310B. Currently, duties in this position include LNG truck unloading at the Cumberland facility for the Production department, but do not include the duties associated with odorization for the I&R department.

Changes in the training qualification requirements in the Production department for LNG plant operations have made the LNG truck-unloading duty of the M&C A position no longer practical. There have also been changes in the frequency of odorization related work performed by the I&R department.

Based on these changes, the Company proposes an addendum to Letter 26 in the Collective Bargaining Agreement of Local 310B that would exchange the LNG truck-unloading duties for the duties associated with odorization for the one and only M&C A position.



GPF 6-15-17 OK  
JAD 6-15-17 OK  
M3 6-15-17 OK  
JST 6-15-17 OK  
LIL 6-15-17 OK  
JAK 6-15-17 OK  
JMF 6-15-17 OK  
RCS 6-15-17 OK

OK MPM 6/15/17  
OK FO 6-15-17  
OK JS 6/15/17  
OK K.S 6/15/17  
OK Sub 6-15-17  
OK KPM 6/15/17

**MEMORANDUM OF UNDERSTANDING OF ITEMS AGREED TO  
DURING NEGOTIATIONS OF A NEW LABOR AGREEMENT BETWEEN  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 310B  
AND**

**NATIONAL GRID – June 15, 2017**

**BY UNANIMOUS RECOMMENDATION OF THE NEGOTIATING COMMITTEE**

**CONTRACT TERM**

4 years, 9 months and 21 days (July 20, 2017, to May 11, 2022)

**TITLE 5 – WAGES**

Effective Date	7/20/17	5/12/18	5/12/19	5/12/20	5/12/21
General Increase	2.5%	2.5%	2.75%	3.0%	3.0%

*Pay at 1.5x for Scheduled Sunday Shift*

Any work performed on a Sunday, which is part of an employee's normal shift, will be paid at time and one half.

**TITLE 9 – VACATION ALLOWANCE**

*Create Vacation Accrual for Employees With Less Than 1 Year of Employment*

Employees continuously employed prior to January 1 for less than one year will be entitled to vacation with straight time pay of two normal working days for each full month of employment prior to January 1, up to a maximum of ten (10) vacation days.

*Vacation Carry-Over*

Five (5) vacation days or less may be carried over. These days must be used by May 11<sup>th</sup>.

**TITLE 11 – SICK PAY, DISABILITY AND MEDICAL LEAVE**

*Create Sick Pay Entitlement for New Employees*

Employees who have completed 90 days of service and shall have forty (40) hours of Earned Sick Leave added to an Earned Sick Leave quota bucket.

*Credit First 40 Hours of Sick Pay to Earned Sick Leave Quota Bucket*

The first 40 hours of an employee's sick leave entitlement shall be credited to a Earned Sick Leave quota bucket

*Revise Pay for Time Worked Effective January 1, 2018*

Procedure on "Pay for Time Worked"

Section 1. Sick pay benefits may be withheld from an employee with an unsatisfactory attendance record.

a. Determining Occurrences

1. An "absence" is defined as a scheduled work day.
2. An "occurrence" is defined as each absence.
3. A "protected absence" is any absence from work that is permitted under any applicable Federal or State law (e.g. Massachusetts Earned Sick Leave Law\*, Small Necessities Leave Act, FMLA, etc).

\* Please note, Rhode Island employees will be allowed to use their first 40 hours of sick time per calendar year in accordance with the Massachusetts Earned Sick Leave Law. Should the State of Rhode Island enact legislation with allowances equal to or greater than those mandated in the Massachusetts Earned Sick Leave Law, that legislation shall supersede this provision.

b. Probationary Employees

1. Each absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent employee.
2. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay.

c. Permanent Employees

Section 2. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of absences (frequency), total days lost, exclusive of protected absences (personal time, civic duties, union business, etc.) pattern of absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive

1. First Interview:

When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. At the meeting the

employee and the Union, will be provided with the number of non protected absence for the employee(s) involved.

In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.

This step will take place after 2 non-protected absences in a rolling 12-month period.

2. Second Interview:

The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

This step will take place after 4 non-protected absences in a rolling 12-month period.

3. Third Interview:

The employee's absentee record will be subject to a monthly review, and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. The employee will also be told that she/he may not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

The third step will take place after 6 non-protected absences in a rolling 12-month period.

Section 3. Follow-Up:

1. Failure to Improve – The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.

2. Improvement – If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period\*, then the department head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an

indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

\*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

#### TITLE 13 – MEALS

Meal allowance is revised to \$12.25 effective July 20, 2017.

#### TITLE 16 – SENIORITY

For the term of this agreement, the Company agrees that it will not lay off employees in the bargaining unit as of March 31, 2010. This commitment sunsets on May 11, 2022.

#### TITLE 19 – USE OF OUTSIDE CONTRACTORS

The Company will meet with the Union Vice President and the Gas Construction & Maintenance Steward before the start of construction season to provide an overview of the C&M work plan and the Company's plan to use outside contractor crews.

#### TITLE 20 – CLOTHING

Increase first year clothing allowance for CMS to \$800 and Field Operations to \$490. Increase annual clothing allowance to \$475 effective January 1, 2018. Employees will be permitted to carryover any dollars that remain on their clothing allowance for up to three (3) years. Any employee with an allocation balance equal to or greater than three (3) times the annual allocation will not receive an allowance for that year

Increase annual boot allowance to \$200 effective January 1, 2018.

#### TITLE 23 – CALL OUT AND STANDBY

##### *Increase Holiday Standby Stipend*

An employee serving on a standby crew on a Monday, Tuesday, Wednesday, Thursday or Friday shall be paid one (1) hour of wages at the employee's base wage for each day, an employee serving on a standby crew on a Saturday or Sunday shall be paid for two (2) hours of wages at the employee's base wage for each day, and an employee serving on a standby crew on a holiday shall be paid for three (3) hours of wages at the employee's base wage for the holiday.

## TITLE 30 – JOB POSTING

### *Revised Posting Process*

The Company will post all positions Locally (internal to the local) for a total of seven (7) days. The position will then come down for a period of seven (7) days. If after the Local posting there are no applicants within the local qualified by fitness or ability, the position will be simultaneously posted Local, Courtesy (among all UWUA/BUW and IBEW bargaining units) and External for seven (7) days.

### *310B Employees May Bid 310 positions Locally and Vice Versa*

Local 310B employees will be entitled to bid for Local 310 positions and vice versa. Positions will be awarded to the senior most candidate in the contract for which the position was posted.

## TITLE 35- ACTIVE HEALTH CARE

The Company contribution percentage to the Preferred Provider Organization Plan (PPO) and the Point of Service provider (POS) will remain 80%. As shown on Attachment A, the company will provide a transitional enhanced contribution structure for the PPO for Plan Years 2018 and 2019. The Company contribution percentage to the Consumer Driven Health Care Plan (CDHP) will remain 90%.

Effective 1/1/18, employees electing to participate in the CDHP will be eligible to establish a Health Savings Account (HSA) with \$750 (individual) to \$1,500 (family), employer provided seed money annually. Effective for Plan Year 2020, the annual employer seed money for the HSA will be tied to certain healthy behaviors.

Medical Plan Design changes to the PPO, POS & CDHP Plans are modified per Attachment A.

Effective 1/1/18, management experience will be removed from the pricing methodology.

Effective 1/1/18, the annual medical pricing methodology will not include a stop loss calculation.

Effective 1/1/18, members in BC2NE POS will be transferred to the PPO and these plans will be eliminated.

Effective 1/1/19, the Fallon and Harvard POS Plans will be frozen as shown in Attachment A and effective 1/1/20, the POS option is eliminated entirely.

Effective 1/1/18, members enrolled in the PPO and the CDHP plans are eligible to participate in the annual Corporate Health Club benefit offered through BCBS of Massachusetts. This benefit is subject to change should the corporate benefit be modified during the life of this agreement.

*Benefit Books*

The Company and the Union will discuss providing benefit books to employees and the education of employees on health and welfare benefits.

1) DENTAL PLAN

The Company contribution percentage toward dental will remain 80%.

Effective 1/1/18, a second dental plan which does not provide orthodontia coverage will be offered.

2) DISABILITY INSURANCE

Effective January 1, 2018, the short and long term disability contribution formula will change from a flat rate to a percentage. The Company contribution will be 80% and the employee contribution will be 20%. As salary changes, contribution will adjust.

3) PENSION

The Core Contribution cap of 4.5% of eligible pay after 30 years of service will be eliminated for all employees in the Defined Contribution Pension Plan.

4) RETIREE HEALTH AND LIFE INSURANCE

Existing language.

TITLE 34 – SAFETY

*Include Language Regarding Safety Glasses*

If an employee wears prescription eyeglasses and it is required for such employee to wear safety glasses in order to perform his/her job, the employee will be entitled to up to two (2) pairs of National Grid approved prescription safety glasses as follows: 1 pair of clear prescription and 1 pair of tinted prescription glasses or, in the alternative, 1 pair of “transitions” prescription glasses.

TITLE 37 – MISCELLANEOUS

*Employee Stock Purchase Plan*

Modify Employee Stock Purchase Plan language to reflect current program.

LNG Local 310B National PPO Plan Design	Current PPO 2017	National PPO 1/1/2018-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS	National PPO 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS
Deductible (individual) *	\$0	\$250	\$300
Deductible (family) *	\$0	\$500	\$600
OOPM (individual)	\$6,350	\$1,900	\$2,200
OOPM (family)	\$12,700	\$3,800	\$4,400
Co-insurance	100%	95%*	95%*
Office Visit (PCP)	\$25	\$30	\$30
Office Visit (SPC)	\$30	\$40	\$45
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology	100%*	95%*	95%*
Diagnostic Xray/Lab	100%	95%*	95%*
Emergency Room	\$100 co-payment	95%*	95%*
Urgent Care	\$30	\$40	\$45
Inpatient Hospital	100%	95%*	95%*
Inpatient Blue Distinction Centers	n/a	N/A	N/A
Outpatient Surgery	100%	95%*	95%*
Pharmacy Programs		All Programs	All Programs
Pharmacy Retail			
Generic	\$20	\$10	\$15
Preferred Brand	\$30	\$35	\$35
Non-preferred	\$50	\$60	\$60
Pharmacy Mail			
Generic	\$40	\$20	\$30
Preferred Brand	\$60	\$70	\$70
Non-Preferred	\$100	\$120	\$120
Employer/Employee Contribution Percentage			
2017 PPO	80% / 20%		
2018 PPO	82% / 18%		
2019 PPO	81% / 19%		
2020 PPO	80% / 20%		

June 15, 2017 Final



Attachment A

LNG Local 310B National POS Plan Design	Current POS 2017	Regional POS 1/1/2018 Out of Network deductibles and OOPM are 2x's the in- network co-insurance is 75% Fallon/Harvard	Freeze Enrollment No New Hires Regional POS 1/1/2019 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% Fallon/Harvard	Eliminate Plan Regional POS 1/1/2020
Deductible (individual) *	\$0	\$250	\$250	
Deductible (family) *	\$0	\$500	\$500	
OOPM (individual)	\$500	\$1,900	\$1,900	
OOPM (family)	\$500	\$3,800	\$3,800	
Co-insurance	100%	95%*	95%*	
Office Visit (PCP)	\$20	\$30	\$30	
Office Visit (SPC)	\$25	\$40	\$40	
Preventive Care (subject to schedule)	100%	100%	100%	
Adv Radiology	100%*	95%*	95%*	
Diagnostic Xray/Lab	100%	95%*	95%*	
Emergency Room	\$75 co-pay	95%*	95%*	
Urgent Care	\$25	\$40	\$40	
Inpatient Hospital	100%	95%*	95%*	
Inpatient Blue Distinction Centers	N/A	N/A	N/A	
Outpatient Surgery	100%	95%*	95%*	
Pharmacy Programs	All Programs	All Programs	All Programs	
Pharmacy Retail				
Generic	\$10	\$10	\$10	
Preferred Brand	\$20	\$35	\$35	
Non-preferred	\$50	\$60	\$60	
Pharmacy Mail				
Generic	\$20	\$20	\$20	
Preferred Brand	\$40	\$70	\$70	
Non-Preferred	\$100	\$120	\$120	
HSA Seed subject to healthy behaviors	N/A	N/A	N/A	
Employer/Employee Contribution Percentage				
2017 POS	80% / 20%			
2018 POS	80% / 20%			
2019 POS	80% / 20%			
2020 POS	80% / 20%			



Attachment A

LNG Local 310B  National CDHP Design	Current CDHP	CDHP 1-1-18-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%	CDHP 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%
Deductible (individual) *	\$1,500	\$1,550	\$1,600
Deductible (family) *	\$3,000	\$3,100	\$3,200
OOPM (individual)	\$3,200	\$2,700	\$3,200
OOPM (family)	\$6,400	\$5,400	\$6,400
Co-insurance	90%	90%	90%
Office Visit (PCP)	90%	90%*	90%*
Office Visit (SPC)	90%	90%*	90%*
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology	90%	90%*	90%*
Diagnostic Xray/Lab	90%	90%*	90%*
Emergency Room	90%	90%*	90%*
Urgent Care	90%	90%*	90%*
Inpatient Hospital	90%	90%*	90%*
Inpatient Blue Distinction Centers	N/A	N/A	N/A
Outpatient Surgery	90%	90%*	90%*
	Utilization Programs	Utilization Programs Preventive Drug List	Utilization Programs Preventive Drug List
Pharmacy Programs			
Pharmacy Retail			
Generic	90%	90%*	90%*
Preferred Brand	90%	90%*	90%*
Non-preferred	90%	90%*	90%*
Pharmacy Mail		90%*	90%*
Generic	90%	90%*	90%*
Preferred Brand	90%	90%*	90%*
Non-Preferred	90%	90%*	90%*
HSA Seed subject to healthy behaviors*	None	\$750/\$1500	\$750/\$1500

Employer/Employee Contribution Percentage

2017 PPO	90% / 10%
2018 PPO	90% / 10%
2019 PPO	90% / 10%
2020 PPO	90% / 10%

\*Plan year 2020

April 2017 final

## 2017 CONTRACT NEGOTIATIONS

### NATIONAL GRID AND Local 310B

#### Title 20

~~It is agreed between National Grid (The Company) and Local 310B (The Union), to replace the current rental program within with the following annual allowance and footwear program:~~

The Company will provide each employee with one (1) set of inclement weather gear which shall be worn when necessary. Each employee will be responsible for maintaining his/her gear, and replacements will be made on a "turn in" basis when deemed necessary by the Company.

Employees in the Customer Metering Services (including Meter Operations), Field Operations (including Construction & Maintenance and Instrumentation & Regulation) departments shall be granted annual allowances to purchase clothing and footwear that meet Company requirements from catalogs and using ordering procedures provided by the Company. Such clothing and footwear shall be worn during working hours. The allowances are as follows:

Current Titles	First Year /New Hires Clothing Allowance	First Year Boot Allowance	Total First Year	Annual Clothing Allowance	Annual Boot	Annual Total
* CMS	\$750 \$800	\$150 \$200	\$900	\$425 \$475	\$150 \$200	\$575
** / *** Field Operations (All classifications)	\$440 \$490	\$150 \$200	\$590	\$425 \$475	\$150 \$200	\$575

\* FR clothing required and must be purchased from Company approved vendor.

\*\* May purchase Non-FR clothing from a Company approved vendor.

\*\*\* As long-sleeved T-shirts are to be worn under the fire suit, on a one-time basis, 5 Long-sleeved t-shirts will be provided to all existing Ops & Construction employees and to future new hires.

\*\*\*\* LNG/I&R employees assigned to plant operations will also be provided select FR clothing items from attached list

#### I&R/LNG

Employees in LNG Operations, as well as I&R employees who can be assigned to LNG Operations, will be provided FR clothing items in addition to their annual clothing allowances as

determined by the Company to be worn during assignments in LNG Operations. Employees will be provided the following on a one time basis \*\*:

- 3 long sleeve shirts \*
- 3 pants \*
- 1 spring / summer coat
- 1 winter coat
- 1 vest liner
- 1 hooded sweatshirt

*\* If a new employee elects, the 3 sets of shirts / pants can be substituted with one set of FR coveralls.*

*\*\* Replacement of these I&R / LNG clothing items will be on an as needed basis and must be returned to the Company to be replaced. Employees are responsible for care and laundering of this clothing. Any changes to this list will be discussed with Local 310B.*

Employees will be permitted to ~~apply carryover~~ any dollars that remain from ~~either their footwear allowance to their clothing allowance or vice versa~~ on an annual basis. ~~No part of the allowance may be carried over from one year to the next.~~ Any employee with an allocation balance equal to or greater than three (3) times the annual allocation will not receive an allowance for that year. Contractual allowances will be indexed to the average price increase, if any, during the term of the contract.

Effective April 1, 2018, an annual allowance (paid in one installment) for protective footwear of \$200 will be provided for employees in the following departments: Customer Meter Services, Meter Operations, Construction & Maintenance, and Gas Operations. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rate (ANSI Z41 part 91 I/75 C/75 EH).

~~The Company will initiate the "First Year" clothing / boot order in October 2010, followed by the first "Annual" clothing / boot order in the (November / December timeframe).~~

~~Subsequent~~ The annual clothing allowance will be provided on ~~or about~~ April 1, annually.

Any reasonable request for a replacement garment due to damage or contamination will be honored.

Uniforms are only to be worn by Company employees for Company business related purposes. Employees provided with uniforms by the Company are required to wear them while on duty for the Company.

## 2017 CONTRACT NEGOTIATIONS

### NATIONAL GRID AND Local 310B

#### Job Posting

*Revise Title 30 to read*

30.1 When the Company determines that a job vacancy exists in any classification covered by this Agreement, it shall post notice of such vacancy for a period of ~~ten (10)~~ seven (7) days. The notice shall set forth the qualifications required, rate of pay for the job, and date and hour of posting.

~~30.4~~ 30.2 At the same time the vacancy is posted for 310 Gas, the Company will **also** post an initial courtesy posting among the remainder of Local 310 bargaining unit employees. ~~Qualified candidates will be considered for hire. The position will be awarded to the senior candidate in the contract for which the position was posted first.~~

~~30.2~~ 30.3 The Company will accept applications of employees for such vacancies if they are presented in writing and are filed within ~~ten (10)~~ seven (7) days after the notice of vacancy was posted. **The Company shall award the accepted qualified applicant the position within one week after the expiration of the posting period.**

~~30.4.1~~ 30.4 ~~After the initial courtesy posting, if no qualified applicant is found the Company will then have the right to fill the vacancy from any source whatsoever. If the vacancy is filled from a source other than applicants and the job again becomes vacant within thirty (30) days from the date the job was last filled, it will not be necessary to again post the job in order to fill the vacancy. If after the Local posting there are no applicants within the local qualified by fitness or ability, the position will be simultaneously posted Local, Courtesy and External for seven (7) days. If job is filled through the Courtesy Posting, the job award date will be in accordance with Title 30.3.~~ For purposes of this section fill date for external hires will be first day at work.

30.5 Temporary employees in positions covered by this agreement will be afforded consideration for open positions prior to external candidates being selected. Non-selection under this section will not be subject to Title 17 (Grievance Procedure) and Title 18 (Arbitration) (or any other rights) within the collective bargaining agreement.

~~30.3~~ 30.6 Employees will be considered for the posted position in accordance with the provisions of Title 16.1 (Seniority). The successful bidder shall be permitted to work in the new position for up to thirty (30) working days before deciding whether to return to their former position. The 30-day provision will not apply if an employee bids into a previously held position. If an employee bids on a previously held position, there will be no trial period.

~~30.5~~ 30.7 If a vacancy occurs in a series of jobs (line of progression) only the lowest, or entry job, to the series shall be posted.

~~30.6~~ 30.8 Posting shall not be required when employees are reclassified due to disability or bumping to avoid layoff.

~~30.7~~ 30.9 The FAT test is the test of record for open positions posted after July 19, 2013.

**30.10 The Company agrees to offer the FAT test once a year without the requirement of having postings on the board.**

30.8 30.11 The Company will release accepted applicants of any job posting no later than forty-five (45) days after the expiration of the posting period. In the event the Company is unable to release the applicant due to a critical business need, the Company will notify the Union President and discussions will take place to set a schedule for release. The current practice to insure the employee receives the proper seniority date in the new progression will continue.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
Local 310B  
June 15, 2017

TITLE 37  
MISCELLANEOUS

37.4 The Company will offer the National Grid plc Employee Stock Purchase Plan to all Permanent and Probationary Employees age 18 and over who are employed for more than 20 hours per week and have three (3) months of continuous service. Additionally, Temporary Employees who meet the above listed criteria are also eligible to join.

The Plan offers eligible employees the opportunity to purchase American Depository Shares (ADSs) on a monthly basis at a discounted rate. Each ADS represents five (5) ordinary shares in National Grid plc and are listed on the New York Stock Exchange.

Participants can contribute up to 20% of their base pay after tax via payroll deductions, provided that for each calendar year the maximum number of ADS purchased cannot exceed in aggregate \$22,222 of the fair market value of the ADS on the Purchase Date.

Participants receive a ~~10%~~ fifteen (15%) discount on stock purchased through payroll deductions and a ~~10%~~ fifteen (15%) discount on reinvested dividends.

Participants will receive statements as provided by the Plan.

The Company may amend, suspend or terminate all or part of the Employee Stock Purchase Plan at any time.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
Local 310B  
Customer Meter Services Proposal  
June 15, 2017

**Establish Fitting Lead Position**

- Three (3) CMS Fitting Lead positions will be created
- This role will serve as the lead person on a two-person fitting truck and perform work as assigned at Management discretion
- If the amount of this work exceeds the capacity of the agreed upon crews (with the Fitting Lead) then this work can also continue to be performed by the MST/MSR classifications as it is today
- When call outs/overtime is required, as determined by Management this Fitter Lead will have priority over non-Fitter Lead positions for the callout/overtime
- Initial hourly wage of \$40, subject to GWI only, not subject to progression

**Add (1) Incremental CMS Clerical Position**

This role will be responsible for performing the office administrative tasks currently performed in CMS, inclusive of the administrative (office) worked performed by the Working Leaders. No Working Leader positions will be eliminated as a result of this incremental clerical position.

**Change in MSR Progression:**

**Current Progression**

Step 5	\$17.42
Step 4	\$20.89
Step 3	\$23.21
Step 2	\$24.98
Step 1	\$26.77

**Proposed Progression:**

Step 4	\$18.00
Step 3	\$20.92
Step 2	\$23.83
Step 1	\$26.77

## **LOCAL 310B**

Department: Customer Meter Services  
Title of Position: Fitting Lead  
Rated Wage: \$ 40.00

### Progression:

Promotion to Fitting Lead position will be through CMS Meter Service Technician position. Prior to being awarded a promotion to Fitting Lead, an employee must have successfully demonstrated all of the qualifications of Meter Service Technician for a minimum of three (3) years or previously rated as class C rate or above. A vacancy shall be filled by the selection of the senior applicant, as determined by the seniority provisions within the collective bargaining agreement, who has the minimum qualifications for trial.

### Qualifications:

- Must have a high school education or the equivalent
- Must have demonstrated proficiency as a Meter Services Technician
- Must have good mechanical aptitude and ability, high degree of dependability, and capable of exercising good judgment
- Expected to maintain various records, reports and forms as determined by the Company
- Must have excellent communication and interpersonal skills
- Must have the ability to perform physically demanding CMS related activities
- Must pass Company physical and qualifying tests to enter Department
- Must have valid driver's license and be an approved driver of Company vehicles
- Must be able to work shifts
- D.O.T. drug testing is a requirement for this position

### Requirements of Job:

- Overall crew responsibility for CMS work being performed at premise
- Lead person responsible for understanding the work to be performed and communications between interfacing departments (such as Construct and Maintain, Contractor crews) and customer (non-exclusive)
- Provide feedback and coaching to members of their crew (non-exclusive)
- Perform Industrial Gas Equipment start-ups (initial start-ups)
- Educate on all aspects of fitting work as well as be able to perform all duties of lower classifications
- Conduct field training (non-exclusive)
- Ensure quality, compliance, safety standards are met at all times. Maintain a safe and organized work environment (non-exclusive)
- Execute work safely and in compliance with policies and procedures
- Identify trends – training needs, safety concerns from the field
- Other duties as may be assigned within the CMS Department



2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
Local 310B  
C&M Proposal  
June 15, 2017

**Add (1) Incremental C&M Clerical Position**

This role will be responsible for performing the office administrative tasks currently performed in C&M, inclusive of the administrative (office) work performed by the Working Leader & Supervisors. This position will not be backfilled during any absences. In those instances, the work will revert back to the Working Leader & Supervisors.

**Modify Technician C Job Description**

Responsibilities to include patrolling of potential cast iron encroachment

**Add (2) Laborer Positions**

## **LOCAL 310B**

Department: Construction & Maintenance  
Title of Position: Technician C

### **About the Position:**

See below.

### **Position Responsibilities (including but not limited to):**

- Performs construction and maintenance duties under direction of higher classification Technicians
- Performs fitting work as required such as threading pipe, tapping, laying and grading mains and services and other associated duties as directed
- Learn and assist in duties of high classification so as to qualify for promotion or upgrade
- Performs meter changes in conjunction with assigned construction and maintenance work
- Performs RGOs
- Performs installation of pre-fab meter sets
- Pre-mark scheduled maintenance and construction tasks (no exclusivity)
- May perform inspections of possible cast iron encroachment sites and act as a liaison with third party excavators to protect company facilities from damage
- Performs fitting reconnects of existing customer
- 1 year minimum as Laborer
- Perform all duties of lower classifications

### **Job Qualifications:**

- Must have a high school education or the equivalent.
- Must have good mechanical aptitude and ability, high degree of dependability, and capable of exercising good judgment.
- Must have the ability to operate pneumatic, hydraulic, electric, gas hand tools and equipment necessary to perform physically demanding construction related activities.
- Must pass DOT physical and qualifying tests.
- Must attain and maintain operator qualification as required.
- Must possess or attain a CDL A license, with air brake endorsement
- Must possess or attain valid Hazwoper Certification
- Must qualify under the Federal mandated Operator Qualification requirements.
- Must have valid driver's license and be an approved driver of Company vehicles
- D.O.T. drug testing is a requirement for this position.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
Local 310B  
Clerical

Proposed Wages:

Step	Rate
1	\$17.50
2	\$19.12
3	\$21.53
4	\$23.75
5	\$25.68
6	\$28.09
7	\$29.97
8	\$30.92

Qualifications:

- Ability to operate efficiently in a variety of office assignments within the department.
- Ability to perform data entry tasks in a timely manner.
- Ability to use common office equipment used in the Department.
- Satisfactory work experience in pervious clerical role (this or other company) preferred.
- Ability to read, write, speak, and understand English clearly.
- Ability and willingness to learn new systems adopted by the Company.
- Ability to prioritize work and change priorities when necessary.

Requirements for Job Duties:

- Work cooperatively and productively with other Clerks and other Company departments, working leaders, field techs
- Operate common office equipment including desktop computer, fax/scan machine, copy machine, calculator, etc.
- Perform common clerical duties including answering and covering phones, data entry, word processing, report preparation and other clerical duties as required
- Create orders in CSS system or other company systems such as MWORK, Smallworld, etc.
- Perform customer research when necessary
- Work productively, with minimum supervision, according to regulatory guidelines, Company guidelines, and Union Contract
- Process forms, excel files, memos, documents for leak survey, main replacement, collections, and other projects
- May review and process time sheets

## 2017 CONTRACT NEGOTIATIONS

### NATIONAL GRID AND Local 310B

#### Testing Requirements

##### **Testing Requirements for I&R**

Internal and external applicants for positions in I&R will be required to successfully pass the Gas Mechanic Helper Test (aka, the Shovel/Box of Rocks test). Internal applicants from Gas CMS, C&M and Meter Operations will be exempt from these testing requirements.

##### **Testing Requirements for C&M**

Internal and external applicants for positions in C&M will be required to successfully pass the Gas Mechanic Helper Test (aka, the Shovel/Box of Rocks test). Internal applicants from Gas CMS, I&R and Meter Operations will be exempt from these testing requirements.

## 2017 CONTRACT NEGOTIATIONS

### NATIONAL GRID AND Local 310B

#### C&M and I&R OVERTIME

The following constitutes an agreement which was reached between the Company and the Union to govern overtime assignments in the Company's Construction & **Maintenance** Department ~~and I&R Department~~:

- Each morning in the Construction & **Maintenance** department ~~and in the I&R Department~~, any employee who desires or is willing to work overtime that day will sign an overtime volunteer list. Any employee who does not sign this list will be considered by the Company to have expressed a desire to be relieved from overtime work on that day.

The following will govern overtime assignments in I&R department:

- All early start overtime will be filled utilizing the low overtime list of qualified personnel.
- The decision to return the OT person to his normally assigned department will be at the discretion of management. Management may request a replacement from the overtime department rather than relocate the overtime person.
- End of shift overtime anticipated up to four hours will be filled with personnel assigned to the job. Where practicable, the low overtime list of qualified personnel within the department requiring the overtime will be used to fill the assignment.
- End of shift overtime that is expected to go beyond four hours will be filled utilizing the low overtime list of qualified personnel.
- If a person is used from another department, that person will report for the overtime at the end of his normally scheduled shift unless management decides otherwise.

## 2017 CONTRACT NEGOTIATIONS

### NATIONAL GRID AND Local 310B

#### I&R

#### **Off Hour Coverage**

Off Hour Coverage list will be managed by Union.

One (1) technician on call. The Union will provide a list of employees providing daily coverage, weekly.

In the event a call out is required, Gas Control will call the technician on call. If a second person is required, Gas Control will call remaining I&R technicians by low overtime. If no I&R techs accept the call on the first try, Gas Control will run through the list an additional time.

If second person is needed and can't be obtained from I&R after the list has been run twice, a C&M tech will be called in by low OT.

If the responding I&R tech believes an I&R supervisor needs to be on site an I&R supervisor will be dispatched to the site.

#### **Elimination of Measurement & Control A Title**

Effective July 20, 2017, the Measurement & Control A title will be eliminated and the incumbent in that position will be moved to Gas Control Technician A position and be required to become LNG qualified.

**AGREEMENT**  
**BY AND BETWEEN**  
**NATIONAL GRID**  
**AND**  
**UNITED STEELWORKERS**  
**(AFL-CIO-CLC)**  
**ON BEHALF OF**  
**LOCAL 12431**  
**June 29, 2013 – June 26, 2017**

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## **AGREEMENT**

**THIS AGREEMENT**, entered into as of the 28th day of June 2013, by and between NATIONAL GRID, and/or its successors, hereinafter referred to as the Company, and the UNITED STEELWORKERS (AFL-CIO-CLC), on behalf of the UNITED STEELWORKERS, LOCAL 12431, hereinafter referred to as the Union. WITNESSETH:

**WHEREAS** it is the purpose of the parties hereto to promote and insure harmonious relations between them, to protect the safety of the employees and the welfare of both, to stabilize employment, and to recognize the fact that both are engaged in public service with all the attendant obligations and duties to the public involved therein; and

**WHEREAS** it is the further purpose of the parties to insure true collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, and both parties pledge considerate and courteous treatment toward each other, and the Union pledges the loyal and efficient services of its members to the Company;

**IT IS MUTUALLY AGREED** between the parties as follows:

### **ARTICLE I**

#### **Recognition**

The Company recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for the production plant, distribution department, meter readers (including collectors), customer service, and main office building maintenance employees, but excluding executives, supervisors (assistant foremen and up), retired employees, confidential clerks, and, until otherwise determined by election and certification, chemists, home-service employees, central office clerks, and sales personnel.

### **ARTICLE II**

#### **Union Security**

##### ***Section 1. Union Membership***

All employees who, on the date of execution of this Agreement, are members of the Union in good standing in accordance with the Constitution and By-laws of the Union, and those eligible employees who may thereafter become members, shall, as a condition of employment, remain members of the Union in good standing during the life of the Agreement. The Union will furnish to the Company a copy of its Constitution and By-laws. All employees hired or returned to the Bargaining Unit on or after January 28, 1971, shall, as a condition of employment, become and remain members of the Union during the term of this Agreement.

The foregoing sentence shall apply to each new or temporary employee on completion of thirty (30) days of employment, and to each employee returning to a Bargaining Unit job from a supervisory position on the thirtieth (30<sup>th</sup>) day following the return to the Bargaining Unit; but in no event shall the sentence apply to any employee prior to the thirtieth (30<sup>th</sup>) day following the date of execution of this Agreement.

## ***Section 2. List of Members***

The Union will furnish a duly authenticated list of its members in good standing on request by the Company.

## ***Section 3. Payroll Deduction***

The Company agrees to deduct from earned wages, and to remit to the International Union Secretary-Treasurer, an initiation fee and monthly dues in an amount certified to the Company by the Union to be the amount duly established by the International Union for the initiation fee and monthly dues. Dues will be withheld on a weekly basis.

# **ARTICLE III**

## **Union-Management Committee**

The Company and the Union recognize that greater flexibility in collective bargaining is necessary to keep pace with the evolving industry, market, and workplace environment and to take advantage of opportunities that would benefit the Company, the Union, and the employees. Therefore, it is agreed to create a Joint Union-Management Committee.

The Joint Union-Management Committee will meet a minimum of six (6) times per year. The membership of this Committee will remain in its current format and structure at nine (9) Union Negotiations/Grievance Committee members and nine (9) Company representatives. Subsequent to the Local's next election of officers, held during the life of this contract, the Union agrees that the Union-Management Committee will consist of six (6) Company representatives and six (6) Union Negotiation/Grievance Committee members. Additional people who may be beneficial to resolving issues at hand may be invited to attend the meetings. Prior notice of invited guests will be given to all Committee members. The Joint Union-Management Committee is fully empowered to discuss any topic that would otherwise be a permissible subject of bargaining. By way of example only, such could include:

- issues identified but not resolved during previous formal contract negotiations;
- issues that need to be addressed on a more timely basis than waiting for the next scheduled contract negotiation;
- establishment of joint task forces, as needed, to develop mutually satisfactory solutions;
- implementation and review of trial agreements instituted by agreement of the parties;

- joint learning and exploration of improved collective bargaining processes;
- development of the job evaluation process.

The parties affirm that the Joint Union-Management Committee will conduct its meetings in a joint problem-solving mode that will satisfy the mutual interests of all stakeholders and will promote improved collective bargaining. Either party may request that a mutually agreed to mediator be solicited to encourage mutual agreement. It is the express intent of the parties to find solutions that are mutually agreed upon. In the absence of reaching an agreement, the parties may submit disputes that are covered by Article XVIII, Grievance Procedure and Adjustment, to resolution there under. Discussions between the parties will not be used to prejudice the cases presented in arbitration. With respect to disputes that are not covered by Article XVIII, the Company retains the right to resolve such disputes at its discretion.

Additionally, the scheduling of step three grievance proceedings will be scheduled on the same day as the joint labor/management meetings and may, at the mutual agreement of the parties, be held during the joint labor management meeting. All discussion surrounding the merits of a grievance may be used at an arbitration proceeding unless mutually agreed by the parties.

## **ARTICLE IV**

### **New Employees and Discharges**

#### ***Section 1. Probationary Period***

The first six (6) months of employment for all new employees shall be considered a probationary period within which the Company may discharge or discipline or suspend any of said new employees at its sole discretion.

If a new employee is transferred to another job classification in another department at that employee's own request before completing the probationary period, the employee shall serve a probationary period of six (6) months in the new classification as though the employee were a new employee there. Probationary employees can not bid local USW 12431 postings during their probationary period. Probationary employees can bid on company postings, however, they do not have any contractual rights to the job.

#### ***Section 2. Discharge, Discipline, Suspension***

Discharge, discipline, or suspension of present employees and of all new employees who have worked beyond their trial period shall be made by the Company only for cause. No employee shall be discharged, however, without first being suspended. During the first three (3) days of such suspension, the Company will discuss the matter if requested by the Union. If, as a result of discussion, the Company determines that no discipline is warranted, the employee shall be reinstated with full pay for all time lost. If, however, discipline is imposed, any employee aggrieved thereby may have the grievance processed in accordance with the Grievance Procedure hereinafter provided, beginning with Step 3 thereof. Any such grievance shall be presented in

writing to the Company within five (5) working days of the date the Union is informed of the Company's final decision.

It is agreed for the purpose of this contract upon a second positive drug test, the employee will be terminated. A positive drug test older than seven (7) years will not be considered as a strike under this language.

### **Section 3. Temporary Employees**

It is the intention of the Company to maintain a full-time workforce throughout the year. When the Company recognizes and/or foresees the need for additional manpower to respond to workload peaks or to perform work that exceeds the current workforce capability, the Company will notify the Union and, if internal flexibility assignments cannot be agreed to between the Company and the Union, the Company may hire temporary employees. Temporary employees will be employed with the distinct understanding that their term of employment with the Company will not extend beyond the end of the temporary period as provided for in the following paragraph.

The temporary period for any job assignment or discrete special project shall not be less than two (2) weeks or more than six (6) months after the time the first temporary employee is employed for that job assignment or discrete special project unless otherwise mutually agreed. During this temporary period, the Company may discharge or discipline a temporary employee at its sole discretion. Temporary employees can not bid local USW 12431 postings. Temporary employees can bid on company postings, however, they do not have any contractual rights to the job. If, at the end of a temporary period, a temporary employee becomes a regular employee in the same department, that employee's period of a temporary employment shall be credited toward the six (6) month probationary period as defined in Article IV, Section 1.

A temporary employee will not be scheduled for overtime unless all bargaining unit employees in the same job classification have been offered the equivalent amount of overtime. This provision does not apply to incidental overtime up to one and one half (1-1/2) hours in any day to which a temporary employee may be assigned after the start of the employee's shift.

No employee will be employed for more than six (6) months of temporary employment in a calendar year except by mutual agreement between the parties. The Company may employ or transfer an employee for an additional temporary work period but will immediately notify the Union President and continue the employee in temporary employment only if agreed by the Union.

It is not the intention of the Company to, in effect, provide continuous employment for any employee while calling that employee a temporary employee for successive temporary periods.

The Company will not employ a temporary employee for a particular job assignment if an employee who is qualified to perform the job assignment within the meaning of Article VIII, Section 2, Paragraph 1 has recall rights as provided in Article VIII, Section 2, Paragraph 6. The Company may employ a temporary employee to perform Field Collections work, including physical credit shut-offs, Monday to Friday. A maximum of eleven (11) temporary employees may be used by the Company at any one time for field collections work. Permanent employee route assignments will be made prior to temporary employee route assignments on a daily basis. The Company agrees, during periods where temporary employees are utilized for collections efforts, it will assign no less than three (3) Meter Service Representatives (MSR) for collections work. On days where the CIS

system produces fewer than 100 collections orders, the Company will notify the union that the three (3) MSRs will be assigned to perform other MSR work and the temporary employees will be assigned to either the collections work, other non-MSR work, or be sent home for the day.

Leak survey and corrosion contractors are not considered temporary employees for purposes of this section. The use of leak survey and/or corrosion contractors will be limited to nine (9) months per calendar year.

#### ***Section 4. Non-Discrimination***

The Company and the Union agree that neither the Company nor the Union will discriminate or harass nor tolerate discrimination or harassment against any individual because of such employee's race, color, religion, disability, creed, national origin, ancestry, alienage or citizenship status, gender, sexual orientation, gender identity, age, physical and mental disability, marital status, veteran status, citizenship status, predisposing genetic characteristics, or any other factor protected from discrimination under municipal, state, or federal law..

### **ARTICLE V**

#### **Hours of Work and Overtime**

##### ***Section 1. Normal Hours of Work.***

1. A work-day consists of hours worked between 12:00 AM and 11:59 PM on any given calendar day.
2. For the purpose of determining overtime, the basic work week shall consist of an eight (8) hour day and a forty (40) hour week.
3. Wherever possible, with due regard for operating efficiency, work days shall be scheduled to run consecutively.

##### ***Section 2. Sunday Work***

1. Any work performed on Sunday, which is part of an employee's normal shift, will be paid at time and one quarter their normal rate. Shift differential will be applied where applicable per Article XII of this contract.
2. Employees working Sunday, as part of their normally scheduled work period, will perform all assigned activities at time and one quarter. It is not the intent of the Company to increase the numbers of shift personnel on a Sunday as a result of this paragraph.

##### ***Section 3. Overtime***

1. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or for any hours worked outside an employee's normally scheduled work period, except where re-assignment is notified and allowed under the current contractual language (Article 5, Section 4) or under the current departmental practices.

- a. For the purpose of computing overtime, a day is defined as the twenty-four (24) hour period from 12:00 AM, a starting time of a regularly scheduled shift, or a working period of eight (8) hours.

If, under this rule, overtime is paid for hours worked into the next payroll day following the start of a twenty-four (24) hour period, then the starting time for the purpose of computing overtime on the second payroll day shall be the end of the first twenty-four (24) hour period.

- b. A continuous work period extending from one day into the next day shall be considered as part of one day for computing overtime if that portion of the first day is not already on an overtime basis under 1a. A continuous work period is understood to mean total hours worked continuously, without regard to type of work.
- c. Any work performed beyond eight (8) hours on a Sunday, that is an extension of an employee's normal shift, will be paid at the rate of time and one-half.
2. A rate of time and one-half shall be paid for all hours worked on a holiday which is within the employee's regular work schedule or for discretionary (non-emergency) work in addition to an eight (8) hour holiday allowance. Any work performed beyond eight (8) hours on a holiday, that is an extension of an employee's normal shift, will be paid at the rate of double time and one-half.
3. A rate of double time and one-half shall be paid for all hours worked on a holiday outside of an employee's regular work schedule or for emergency work.
4. Holiday allowance paid to employees when the holiday does not fall within the employee's regular work schedule will not be considered time worked for computing overtime, as stipulated in Article VII, Section 2 of this contract.
6. **Employees Called In or Sent Home:** An employee who reports for work at the request of a responsible authority of the Company shall receive compensation of not less than four (4) hours' pay. The employee shall receive such pay even if subsequently notified not to report, unless such notice is given prior to 5:00 PM of the day preceding the day upon which that employee was initially told to report. An employee called to work shall receive compensation of not less than four (4) hours' pay for each call-in. No employee called in shall be required to perform any work which, consistent with safe, efficient operation and the rendering of adequate service, can be performed during normal working hours on the following business day.

Any employee called in to fill a vacancy on a regular shift, provided the employee reports for work within two (2) hours of the starting time of the shift, shall receive compensation for the entire shift. This compensation for the entire shift shall be considered as payment for time worked in any computation of overtime due under paragraphs 1 or 3.

Filling of any shift vacancies as a result of vacations, sickness, employee's own request for time off, long-term illnesses, etc., will be filled at the discretion of Management.

### ***Section 3. Distribution of Overtime***

The Company will make every reasonable effort to provide for an equitable distribution of necessary overtime work within a department among employees performing similar work.

A record of such overtime work will be posted. Employees working overtime will not be required to take time off from their regularly scheduled work to offset such overtime. The Company will accept "no overtime slips" from employees under the procedure existing on January 20, 2002. Two dispatchers may divide an eight (8) hour overtime shift and add four (4) hour part to the end of and beginning of their respective shifts. An employee who suffers an illness or injury while working and is transported to the hospital shall not be paid overtime at the hospital. Overtime will be tracked at least weekly and weekly tracking list will be used to equalize overtime by using low overtime people when possible. The first, third, etc. dispatcher overtime shifts may be assigned to a spare dispatcher. The second, fourth, etc. dispatcher overtime shifts shall be assigned to a dispatcher.

### ***Section 4. Changes in Conditions***

The Company must inform the Union and must discuss with the Union contemplated changes in the present working conditions, subject to the provisions of Article XVI.

In addition, the Company must notify members of the Union Grievance Committee in the Division concerned at least two (2) weeks in advance of the effective date of any change expected to continue for more than a month which may affect the schedule of hours or days of work on a regular classification or which may result in a reduction in the working force due to lack of work or change in Company policy, and representatives of the Company must discuss the change with the Union Grievance Committee if the Committee deems it necessary. The Company may change an employee's work schedule provided it notifies the employee of change by 5:00 pm on the Thursday before the week in which the work schedule change will be effective; changes will be the result of absences to an established shift (vacation, sickness, etc.).

It is understood and agreed that where any such change which has been discussed may otherwise be an appropriate matter for the filing of a grievance under any provision of the Agreement other than this Section 4, and such a grievance is filed, the first two steps of the grievance procedure set forth in Article XVIII shall be waived and the matter will be taken up initially in the third step.

The Company will inform the various members of the supervisory force and the employees involved of such changes.

Because of the nature of the business of a gas utility, however, it may be necessary, in case of emergency or circumstance beyond the Company's control, to make sudden, temporary changes in normal working conditions in order to protect Company property or maintain service to consumers.



## ARTICLE VI

### Safety and Health

The Company and the Union shall cooperate in the objective of eliminating accidents and health hazards. The Company shall make all reasonable provisions for the safety and health of its employees during the hours of their employment, and each employee shall comply with all the occupational safety and health standards and all rules, regulations, and orders which are applicable to the employee's own actions and conduct.

It is the intention of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation of the job in question.

At the request of either party, a meeting will be scheduled with representatives of the Union and the Company for purpose of discussing specific health and safety concerns. Such request will not be unreasonably denied.

The Company's present practices with respect to wearing apparel and eyeglasses shall be continued.

## ARTICLE VII

### Vacations, Holidays, Leave with Pay

#### *Section 1. Vacation.*

1. **Vacation Period.** The vacation period shall be defined as the period beginning with the first Sunday of a payroll year and commencing with the Saturday of the last full week in a calendar year, subject to the following provisions:
  - a. Two (2) weeks' vacation may be taken consecutively whenever possible, but any third, fourth or fifth weeks may have to be taken separately.
  - b. An employee becoming eligible for a first week or for any additional week of vacation shall be allowed the vacation following the eligibility date.
  - c. For employees with four (4) weeks or more of vacation eligibility, two (2) weeks may be taken in days under the following conditions: For employees with three (3) weeks or fewer of vacation eligibility, one (1) week may be taken in full days under the following conditions:
    - (1) Employees who are not on the day schedule will be allowed to take one week of vacation in days provided the Company does not incur additional overtime expenses in filling these shifts on a daily versus weekly basis.
    - (2) All primary weeks must be selected prior to the selection of individual days, and a senior employee may not displace a junior employee who has selected a primary week.

- (3) An employee must give at least two (2) weeks' notice of the desired date(s), and if an employee's selections are not made prior to November 1 of each year, the days will be assigned by Management.
  - (4) The Company retains the exclusive right to determine the number of employees on vacation at any time and may deny days due to operational conditions.
  - (5) Requests to schedule individual vacation days which are received by the Company by January 31 shall be considered in the order of bargaining unit seniority.
- 2. Holiday during Vacation.** If a holiday as defined in Article VII occurs during an employee's vacation, the employee shall be paid for the holiday and retain a day of vacation.
- 3. Separation from Company.** If an employee dies or separates from the Company, for any reason, during the vacation period, the employee or the employee's estate shall be paid for the vacation if the employee had not already taken it at the time of separation from the Company.
- 4. Vacation Pay.** A week's vacation pay shall be the normal pay of the employee but shall not exceed pay for forty (40) hours for any week of vacation. Subject to the provisions of paragraphs 1 and 4 of this Section, employees who are in the continuous employ of the Company at the beginning of the vacation period will receive vacations with pay as follows:

Each regular and probationary employee who has completed at least one month but less than ten (10) months of continuous service with the Company on December 31 of any year shall receive during the ensuing calendar year a vacation of one day for each calendar month worked during the previous year.

Each regular employee who has completed ten (10) months but less than four years of continuous service with the Company on December 31 of any year shall receive during the ensuing calendar year a vacation of ten (10) work days until the year in which the completes five (5) years of continuous service.

On January 1<sup>st</sup> in the calendar year an employee completes five (5) years of continuous service with the Company and in each succeeding calendar year thereafter, until the year in which the employee completes ten (10) years of continuous service, the employee shall receive a vacation of fifteen (15) workdays.

On January 1<sup>st</sup> in the calendar year an employee completed ten (10) years of continuous service with the Company and in each succeeding calendar year thereafter, until the year in which the employee completes twenty (20) years of continuous service, the employee shall receive a vacation of twenty (20) workdays.

On January 1<sup>st</sup> in the calendar year an employee completes twenty (20) years of continuous service with the Company and in each succeeding calendar year thereafter, the employee shall receive a vacation of twenty-five (25) workdays.

Any regular employee, who retires, quits or is terminated from employment, including an employee who has been laid off, shall be eligible to receive earned vacation pay for each month of continuous service from the beginning of the calendar year in which the separation from employment occurs.

After January 20, 1975, layoffs of less than six (6) months shall be disregarded for purposes of determining vacation eligibility.

Layoffs of more than six (6) months but less than one (1) year shall be deducted from the period of "continuous employ" referred to above.

To be eligible for any vacation, the employee must have worked in the twelve (12) months immediately preceding the start of the employee's vacation period, or eligibility date, in accordance with the following schedule:

<u>Years of Service</u>	<u>Calendar Weeks Worked</u>
1 – 10	35
11 – 20	30
21 – 30	25
31 – 40	20
41 – 50	15

For vacation purposes, absence due to an accident or illness for an employee on Workers' Compensation will be credited as time worked, but only in vacation years in which some work is actually performed. Absence caused by sickness of up to fifteen (15) weeks will be considered as time worked.

Except as provided below, at the end of each calendar year, the Company shall pay an employee for any earned but unused vacation at his then current hourly rate. An employee who due to genuine sickness or disability fails to work a sufficient number of hours to be eligible for vacation in a given calendar year, may carry over any accrued and unused vacation to the following calendar year, provided the employee returns and actually works sixty (60) work days, or may be paid for such vacation, at the employee's option. If the employee does not actually work sixty (60) work days, he shall be paid for such vacation. An employee who due to a request of the Company is unable to take all or part of a vacation for which the employee is eligible may carry over any accrued and unused vacation to the following calendar year or be paid for such vacation, at the employee's option.

- 5. Floating Holidays.** A regular employee who has completed the probationary period shall be eligible for two (2) floating holidays of each calendar year at the employee's regular rate of pay. A floating holiday may be scheduled at the mutual convenience of the Company and the employee. Requests to schedule a floating holiday, which are received by the Company by January 31, shall be considered in the order of bargaining unit seniority. If floating holidays are not used by the end of the calendar year, the Company will pay the employee for the day(s).

Annually, an employee may use two available floating holidays in two or four hour increments at the beginning or end of a shift only with the permission of the Company.

*Section 2. Holidays.*

On ten (10) guaranteed holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Victory Day, Labor Day, , Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas (to be scheduled at the mutual convenience of the Company and the employee; provided, however, that if an employee does not select any unused holidays by November 1 of any year, the days will be assigned by Management) employees will be paid in accordance with the following schedule:

Employees who would ordinarily work on the day observed as a holiday but do not work because of the holiday will receive a holiday allowance of eight (8) hours' pay at the established rate for the job on which they would work if the holiday were not observed.

Should a holiday fall outside the employee's normal work schedule, an employee may arrange, in lieu of a holiday allowance payment to take the time off at a mutually agreeable time consistent with current departmental practices.

Holiday allowances paid to employees, when the holiday does not fall within the employee's normal work schedule, will not be considered time worked. This may result in a pay of forty-eight (48) hours of straight time in this instance.

Any work performed on a holiday, (identified within this contract) which is part of an employee's normal work shift, will be paid time and one-half their normal rate for all hours worked in addition to a holiday allowance of eight (8) hours. Any work performed on a holiday beyond eight (8) hours will be paid at two and one-half their normal rate of pay.

Should the Company offer discretionary, non-emergency overtime on a holiday and an employee elects to work, the employee will be paid at one and one half (1 1/2) times his regularly hourly rate for the first eight (8) hours. Double time and one-half will be paid for any additional time worked in excess of eight (8) hours.

Any work performed on a holiday, (identified within this contract), which is outside of an employee's normal work schedule, will be paid per Article V, Section 3 in addition to a holiday allowance of eight (8) hours.

If any of the above holidays occur on a Saturday, it shall be paid in the following manner: An employee, otherwise eligible, who does not work on the holiday, shall receive a day's pay or, at the employee's option, a day off with pay at a mutually agreeable time.

Employees on leave of absence, or who do not work when regularly scheduled, shall not receive the holiday allowance; however, an employee who is an obligated member of the National Guard or the Reserve Military Forces of the United States will receive a holiday allowance for any holiday which occurs during the required two-week annual training period.

**Section 3. Bereavement Leave**

In the event of the death of a member of the family of an employee, the Company will grant time off without loss of compensation for five (5) consecutive days for the employee's immediate family (spouse, domestic partner, child or stepchild). For parents, stepparents, parents-in-law, sisters, stepsisters, sisters-in-law, brothers, stepbrothers, brothers-in-law, grandchildren, grandparents, grandparents-in-law, children-in-law of the employee, or any relative of the employee or spouse who resided in the same household with the employee, five (5) days without loss of compensation will be given. For aunts, uncles, cousins, nieces, nephews, one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Company

**Section 4. Jury Duty**

When an employee is absent from work because of compulsory jury duty or because employee has received a subpoena to appear as a witness in court, the employee shall be paid the difference between jury pay or the subpoena fee and normal straight time pay for the scheduled work days so served.

**ARTICLE VIII**

**Seniority**

**Section 1. General Application**

1. Seniority will be based on length of continuous service with the Company.
2. Seniority will apply to the selection of applicants to fill vacancies in accordance with Article XI, layoffs, and re-employment of employees laid off. In the event of equal seniority, consideration will be given to the ability and fitness of an employee.
3. Subject to present limitations and such future considerations as may be required by efficient operation, choice of vacations and choice of assignments will be determined by seniority. Within the Customer Field Service Department, the Company may direct an employee to leave a route, sector, district or job assignment in an emergency, for lack of work, to limit overtime, to satisfy a customer appointment or to respond efficiently to a particular customer service call.

**Section 2. Layoffs**

1. An employee designated for lay off will be given the choice of jobs for which that employee is qualified to perform or will be qualified to perform with no more than ten (10) work days of training and has greater bargaining unit seniority than other employees currently performing those jobs. Any junior employee so replaced will have a similar choice under the same conditions as above. Any resulting layoffs from the Company will be in accordance with bargaining unit seniority.
2. The provisions of Paragraph 1, above, may be modified with respect to long service employees or, in special circumstances, by specific agreement between the Company and the Union Grievance Committee.
3. An employee transferred to another job classification because of lack of work in the employee's own job classification will receive the rate of pay corresponding to the new classification according to the following schedule:
  - a. Employee's rate of pay will be reduced by 25% of the difference between the old rate and the new rate upon transfer and in each year following until the employee's hourly rate of pay equals the hourly rate of the new classification, except that no employee with fifteen (15) or more years of continuous service will suffer any reduction in rate of pay as a result of such transfer.
4. If an employee is transferred from a job classification because of lack of work, the employee will be given the option to be restored to that job classification when there is an increase in work or a vacancy in a position of similar nature and pay as the employee's former position. However, if the employee declines the opportunity to return to the former position, the employee will accept the rate of pay for the current classification if employee is not already earning that rate. Notice will not be posted for any vacancy, in accordance with Article XI, Sections 1, 2 and 4, that would not have been posted if such an employee had remained in the department from which employee was transferred.
5. Notwithstanding the foregoing provisions of this section, an employee employed on or before January 20, 2002, who has six (6) or more years of continuous service as of that date or who has six (6) or more years of continuous service thereafter will not be laid off for lack of work. For the term of this agreement, the Company agrees that it will not layoff employees in the bargaining unit hired prior to May 22, 2010. All employees hired on or after 5/22/2010 will not have layoff protection for any reason, including tenure (6 years) or contracting out work protection within the CMS or C&M agreements. This commitment sunsets on June 28, 2013.
6. A laid-off employee shall have recall rights to any open and available job that employee is capable of performing for a period of time equal to that employee's accredited seniority at the time of layoff, subject to a maximum limitation of thirty-six (36) months. A laid off employee shall not be covered beyond the end of the month in which the layoff occurs (except as to benefits already accrued) by the Company's sick benefit, group life insurance, health insurance, Major Medical, Holiday, vacation or similar plans, but shall remain a member of the Company Pension Plan.

*Section 3. Disability Retrogression Pay*

1. An employee unable to perform the duties of that employee's regular classification because of physical impairment of an apparently permanent nature will be permitted one (1) bid to lower-rated classification and shall receive the pay rate corresponding to such new classification, except that:
  - a. An employee with fifteen (15) or more years of continuous service at the time of transfer shall not suffer a reduction of pay rate as a result of such transfer.
  - b. An employee with from five (5) to fourteen (14) years of continuous service at the time of transfer shall receive the pay rate of the new classification plus an additional amount equal to five percent (5%) (to the nearest one cent (\$.01) per hour) of the difference between the rates of the former classification and the new classification for each whole year of continuous service. This additional amount shall be reduced at each six (6) month interval following the date of transfer by five cents (\$.05) per hour until the pay rate of the new classification is reached. Upon subsequent transfer to another classification lower rated than the original classification during the period when this additional amount is payable, the employee shall receive the pay rate of the classification to which the employee is transferred plus an additional amount calculated as if that employee had been transferred to this classification initially.

*Section 4. Miscellaneous*

1. **Loss of Seniority.** Seniority standing is forfeited if an employee resigns, separates from the Company, fails to report for five (5) working days, or is discharged for cause.
2. **Military Service and Leave of Absence.** Seniority standing is not forfeited and continues to accumulate when an employee has a leave of absence granted in writing by an officer of the Company or when the employee is absent in the service of the Armed Forces of the United States and is entitled to re-employment upon employee's return in accordance with Article XIII.
3. **Probationary Period.** Seniority standing will not begin until a new employee satisfactorily fulfills the six (6) months' probationary period after which seniority will date from employee's date of employment.
4. **Temporary Employees.** Temporary employees will not accumulate seniority during periods of temporary employment, except that if they become regular employees at the end of their temporary period, seniority standing reverts to the start of employment in that particular temporary period.

5. **Broken Service.** The following rules regarding the reinstatement of prior service for crediting to sick pay, vacation time and service awards shall be in effect:
- a. If the prior period of regular full-time service was five (5) years or more, then that service is now automatically and immediately recognized. Only years and months of actual full-time service should be counted.
  - b. If the prior period of regular full-time service was less than five (5) years, and the break in service was less than five (5) years, then the prior service is recognized after one year of future service. Only years and months of actual full-time service should be counted.
  - c. In all other cases, no credit for prior service shall be given.

*Section 5. Seniority after Layoff*

1. In determining the length of service for the purpose of seniority, layoffs from the Company's service for less than six (6) months shall be disregarded; absence for more than six (6) months but less than one (1) year shall be deducted from length of service, and absence of more than one (1) year shall forfeit all seniority previously established. In exceptional circumstances these periods may be extended, by mutual agreement between the Company and the Union, for employees with long service records with the Company.
2. A laid-off employee who fails to report for work within five (5) working days of being notified, at the last address known to the Company, will forfeit any and all seniority rights. Notice from the Company shall be given by registered mail.

*Section 6. Foremen*

1. If an employee selected for a supervisory position fails to meet the requirements of the job after a reasonable trial, that employee will be restored to the former job.
2. A foreman or other supervisor who has been, or may be, promoted from a job now in the Bargaining Unit or demoted for lack of work or for other reasons at the discretion of the Company shall take seniority standing in accordance with the employee's length of continuous service, provided such demotion occurs within one (1) year of promotion. That employee shall not displace a junior employee from a job but shall have the right to apply for a vacancy and to be selected, if qualified, in accordance with Article XI, Section 2, except that current salaried employees who were promoted from the Bargaining Unit will be able to return to the Bargaining Unit and retain seniority until one (1) year after signing the Agreement.
3. Except in cases of emergency, for purposes of training or in incidental amounts, no supervisor shall perform work so as to displace a bargaining unit employee, eliminate a bargaining unit job or reduce working hours.



4. The Company proposes to equip the Construction and Maintenance and Duty Supervisors with Flame Ionization and Combustible Gas Indicators for the sole purpose of starting an investigation before the first responder arrives and assist the first responder in the investigation.

Equipping the Supervisors is intended to:

- Provide for an added degree of safety during a leak/emergency response

Equipping Supervisors is not intended to:

- Displace leak survey personnel to canvass, identify and classify leaks, as currently performed, during normal or outside normal working hours.
- Eliminate the “calling-out” of off-hour personnel needed to assess emergency situations.
- Relieve or replace first responders, i.e., CFS technicians, of their responsibilities or duties.
- Reduce leak survey personnel.
- Perform required surveillance, i.e., encroachment monitoring.

#### ***Section 7. Seniority List***

A seniority list shall be furnished to the Union by the Company and shall be revised from time to time.

### **ARTICLE IX**

#### **Posting of Notices**

The Union shall have the right to post notices relating to date, time, and place of meetings in proper places throughout the Divisions, said places to be mutually agreed upon between the parties. The Union may also post in the same places announcements to its members that have the approval of the Company, and such approval shall not be unreasonably withheld.

### **ARTICLE X**

#### **Sick Benefits, Health Insurance, Group Life Insurance**

Except as provided for the Temporary Agreements, Absence Control and Sick Benefits, all benefit provisions remain the same for the term of this contract.

#### ***Section 1. Sick Benefits***

The Plan applies to all actively engaged employees of the Company who are represented by Local 12431, USW, and who have completed one (1) or more years of active and continuous service. The purpose of the Plan is to provide wage replacement for employees who are genuinely sick or disabled.

Benefit allowances are not payable during holidays, vacations, or leaves-of-absence (including service in the military), or to an employee receiving a pension or its equivalent.

Before benefit allowances can be paid:

Employees are required to notify the Company and its designee(s) when reporting absence due to sickness or disability.

As an eligibility requirement for benefit allowances for a sickness or disability of more than three (3) working days, a form provided by the Company must be completed in full by the employee's physician and received by the Company, except that an employee who has received progressive discipline must have the form completed in full by the employee's physician and received by the Company as an eligibility requirement for benefit allowances for any sickness or disability day (or partial day).

Employees who have been out for more than three (3) consecutive scheduled workdays must notify Health Services before returning to work and obtain return-to-work clearance.

Should there be a discrepancy in the date of return to work between the employee's physician and the Company's Health Department, the Company will pay the employee for the time frame in question until released by the Company Health Department. The payment of such time shall not be deducted from the employee's sick entitlement bank unless it is later determined the employee could not have returned to work either by mutual agreement between the employee's physician and the Company's Health Department or application of Paragraph 5 under the light duty language of Article X.

The Company reserves the right to have a representative visit each sick or disabled employee and may, at its expense, require an employee to be examined by a physician of its choice.

An eligible employee shall be paid benefit allowances beginning on the first day (including partial days) of genuine sickness or disability, except that an employee who has received progressive discipline for violation of the absence standard described below in Paragraph 10 within the prior twelve (12) months shall be paid benefit allowances beginning on the sixth day (including partial days) of genuine sickness or disability. A benefit day shall be the regularly scheduled work day, not to exceed eight (8) hours.

Benefit allowances shall be 100% of basic hourly earnings (maximum 40 hours per payroll week), less Rhode Island Temporary Disability Insurance (RITDI) benefits, Workers' Compensation benefits, or any other benefits enacted through Federal or State law. Benefit allowances may be refused to a sick or disabled employee who neglects to make reasonable efforts to correct employee's illness.

Benefit allowances shall be paid for a maximum of one hundred thirty (130) regularly scheduled work days. The maximum allowance shall not be repeated for the same, recurring disability. Benefit allowances may be paid for recurring sickness or disability up to the maximum. Benefit allowance maximums may be repeated for different types of sickness or disability.

Each actively engaged employee who has completed at least one but less than eighteen (18) years of active and continuous service as of January 1, 2002, shall be credited with one hundred thirty (130) sick and disability days and each actively engaged employee who has completed eighteen (18) or

more years of active and continuous service as of the January 1, 2002, shall be credited with one hundred eighty (180) sick and disability days. Unused sick and disability days may be accumulated without limit. Effective January 17, 2006, the Union and Company agreed to institute an accrual process for each full month of employment as follows:

New SW-01 employees will accrue ten (10) hours of sick and disability leave for each full month of employment;

July 1, 2006, all SW-01 employees who have reached one year of active and continuous service will get an allocation of fifteen (15) days (120 hours) of sick and disability leave;

July 31, 2006, all SW-01 union employees will begin a monthly accrual of ten (10) hours of sick and disability leave.

In the case of a non-occupational sickness or disability, benefit allowances shall be paid for a maximum of 130 scheduled work days in a twelve (12) month period beginning on July 1 of any year.

Effective July 1, 2002, upon retirement, an employee with twenty (20) or more years of service shall have one-half of his accumulated sick and disability days credited to his age for purposes of retirement eligibility.

The administrative system designed to control absences shall be based on an absence standard against which an employee's absence history will be measured.

An employee who exceeds the absence standard of twelve (12) days (including partial days) or three (3) incidents of absence (without regard to reason) in a twelve (12) month period beginning on July 1 of any year may be subject to three-step progressive discipline, with at least two written warnings prior to discharge. An absence of less than four (4) hours of an 8-hour shift shall constitute a half of an incident or a partial day absence. An absence in excess of four (4) or more hours of an 8-hour shift shall constitute an incident or an absence. An employee who has received progressive discipline for exceeding the absence standard shall have future days or incidents of absence measured by means of a rolling twelve (12) month period measured backward from the most recent day or incident of absence. The Company shall consider the following factors, among others, in administering progressive discipline: severity of illness, length of service, prior absence history, and any efforts by the employee to solve any medical issue that may be a factor in his absences.

An employee who suffers an occupational injury or illness which involves soft tissue (a strain, sprain, or twist of or contusion to tissue, muscles, tendon, ligament or cartilage) or stress which is not readily susceptible to an objective diagnosis shall be eligible for up to thirteen (13) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year not chargeable to sickness and disability days. An employee who suffers an occupational injury or illness which involves other than soft tissue (for example, a fracture, burn, abrasion, cut, hearing impairment, or a torn muscle, tendon, ligament or cartilage) which is readily susceptible to an objective diagnosis shall be eligible for up to thirty-three (33) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year not chargeable to sickness and disability days. In no case may an employee be paid more than thirty-three (33) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year.

The Union and the Company agree to the institution of a light duty program to encourage and afford bargaining unit members the opportunity to return to light duty work following both occupational and non-occupational illness or injury. The employee shall return to light duty work and the employer shall provide light duty work for employees who are determined to be physically capable of returning to light duty work in accordance with the procedures set forth below.

1. This light duty will apply to employees who are expected to return to work in their regular job classification within three (3) months and have been out of work due to an occupational or non-occupational illness or injury.
2. Light duty work will be assigned on a regular schedule based upon the employee's physical capabilities, will not fluctuate based upon varying physical capabilities and will not be assigned on an incidental schedule or single day basis.
3. Bargaining unit members will not be assigned to light duty work so as to displace bargaining unit members. An employee shall not be scheduled to work overtime while assigned to light duty.
4. An employee may be assigned any work consistent with his physical capabilities, looking first within his job classification, then work within his department and, then work outside his job classification and department.
5. An employee's physical capabilities shall be determined initially by the employee's regular treating physician or, in the absence of a regular treating physician, a physician chosen by the employee. The Company may require the employee to be examined by a physician of its choosing. If the employee's physician and the Company's physician disagree regarding the employee's physical capabilities to perform light duty and the employee does not want to be assigned work consistent with the physical capabilities determined by the Company's physician, then the Company's physician and the employee's physician will mutually agree to a third party physician. The employee must be seen by the third party physician within a reasonable time. The opinion of the third physician shall be final and binding on the employee, the Union and the Company with regard to the employee's physical capabilities regarding light duty work. If the employee, upon the advice of his doctor, does not return to work after the final and binding determination of the third physician, the Company's make-up pay will be discontinued.
6. The provisions of this light duty program shall not prejudice the rights of either the Company or the employee under the Rhode Island Worker Compensation Act or the Rhode Island Temporary Disability Insurance Act.

## **Section 2. Health Insurance**

1. Each eligible regular full-time employee and their eligible dependents have the option to be covered by the health insurance plan or plans provided by the Company, subject to the enrollment requirements of the plan or plans and as set forth below in this Section. Eligible employees may apply to enroll in the health insurance plan or plans on the first day of the month following the month during which the employee completed his/her probationary

period, subject to the enrollment requirements of the plan or plans and as set forth in this Article.

2. Effective January 1, 2011, and continuing during the term of this Agreement, the Company will offer two plans: "Blue Cross/Blue Shield Blue Care Elect Preferred PPO", including the CareMark prescription drug program and "Blue Cross/Blue Shield Custom Choice Plus PPO" or other plans which provide an equivalent level of benefits as described in the plan documents.
3. Effective January 1, 2014, the Company will pay 83.75% of the monthly health insurance premium of an employee enrolled in the "Blue Care Elect Preferred" Plan (individual or family coverage). Employees enrolled in the "Blue Care Elect Preferred" Plan (individual or family coverage) shall pay 16.25% of the monthly health insurance premium. Employees enrolled in the "Custom Choice Plus" Plan (individual or family coverage) shall pay 16.25% of the monthly health insurance premium plus the full cost difference between the Blue Care Elect Plan company contribution and the Custom Choice Plus Plan company contribution.

Effective January 1, 2015, the employee contribution for Blue Care Elect Preferred or Custom Choice plan will be 17.50%.

Effective January 1, 2016, employee contribution for Blue Care Elect Preferred or Custom Choice plan will be 18.75%.

Effective January 1, 2017, employee contribution for Blue Care Elect Preferred or Custom Choice plan will be 20.00%.

Notwithstanding the provisions of this Section, during any unpaid leave of absence, the employee must pay the full premium cost if continued coverage is desired. The effective date of this paragraph is conditional on the Company providing employees with sixty (60) days notice during which time the Company will schedule informational meetings for employees to attend. Employees will have a minimum of two (2) weeks to make a selection.

Effective January 1, 2015, the Company will offer a High Deductible Healthcare Plan with an employee funded Health Saving Account (HAS)ADD High Deductible Plan. The employee contribution is 10%.

4. During the term of this Agreement, an eligible retired employee and his spouse shall be eligible to participate in the retiree health insurance plan provided by the Company, subject to the enrollment requirements of the plan. Effective January 1, 1981, Medicare Part B shall be paid for all employees (but not their spouses) retiring at or after the normal retirement date and reimbursement for this coverage will be quarterly. The company will pay the full cost of the health insurance premium for the retiree and his/her spouse during the retiree's lifetime (if they were married at the time of the retiree's retirement) for employees who retired prior to January 22, 1993; for employees who retired after January 23, 1993 but prior to January 20, 2002 and participate in the plan, the Company will pay a maximum health insurance premium of Ninety Dollars (\$90.00) a month for the retiree and/or his spouse upon reaching age 65, and shall reimburse Forty Two Dollars (\$42.00) a month for Medicare Part B; for employees who retire after January 20, 2002 and participate

in the plan, the Company shall pay a maximum health insurance premium of One Hundred Five Dollars (\$105.00) a month for the retiree and/or spouse, and shall reimburse Forty Five Dollars (\$45.00) a month for Medicare Part B, and, effective July 1, 2003, any Medicare Part B premium increases up to Five Dollars (\$5.00) in any calendar year.

5. The Company shall have the right to eliminate or substitute insurance carriers, plans, and/or administrators as long as an equivalent level of benefits is offered and employees are notified about insurance carrier, administrator and/or plan changes.
6. The Union expressly waives the right to file a grievance or to arbitrate pursuant to the provisions of Article XVIII of this Agreement regarding any decision made by the Company, the company or companies providing health insurance, or the company or companies administering the health insurance regarding individual coverage issues. The Union shall have the right to grieve whether the Company has satisfied its contractual obligation to provide a health insurance plan as required herein.
7. Except as restricted by law or regulation, the Company will provide a Section 125 Plan Pursuant to which provides employees an opportunity to elect to pay health insurance premiums in pre-income tax earnings and can establish an account of pre-income tax earnings to be used for reimbursement of health care costs not paid by insurance and child care expenses.

### **Section 3. Group Life Insurance, Accidental Death and Dismemberment**

Group Life Insurance will be made available to employees in accordance with the following schedule, provided each employee applies for such insurance within thirty (30) days of the date employee becomes eligible.

#### **Life Insurance for Active Employees.**

After one (1) year of continuous employment - \$80,000 effective May 22, 2010; \$85,000 effective May 22, 2011; \$90,000 effective May 22, 2012.

For active employees over age 65, life insurance coverage shall be reduced in accordance with applicable law.

**Life Insurance for Retired Employees.** Upon retirement, life insurance coverage shall be reduced to \$13,500.

**Accidental Death and Dismemberment.** life insurance for active employees under age 65 shall include an Accidental Death and Dismemberment rider.

### **Section 4. Delta Dental**

The Company will purchase individual or family memberships in Delta Dental (Levels I, II, III, and IV) for employees who have completed three (3) months of service. Effective January 1, 2014, company contribution will be 88.5% of cost; employee contribution will be 12.5%.

Effective January 1, 2014; the employee contribution will be 15.0%.

Effective January 1, 2015, the employee contribution will be 17.50%.

Effective January 1, 2015, the employee contribution will be 20.00%.

#### **Section 5. Long Term Disability**

Each eligible regular full-time employee who has completed one (1) year of continuous service shall be covered by the long term disability insurance plan provided by the Company, subject to the enrollment requirements of the plan and as set forth below in this Section. The Company shall pay the full cost of the premium. The maximum monthly benefit under the plan shall be \$4,000. The Company shall have the right to eliminate or substitute insurance carriers, plans, and/or administrators as long as long term disability insurance is offered and employees are notified about insurance carrier, administrator and/or plan changes. The Union expressly waives the right to file a grievance or to arbitrate pursuant to the provisions of Article XVIII regarding any decision made by the Company, the company providing long term disability insurance, or the company administering the long term disability insurance regarding individual coverage issues. The Union shall have the right to grieve whether the Company has satisfied its contractual obligation to provide a long term disability insurance plan as required herein.

#### **Section 6. Drug Testing**

It is agreed for the purpose of this contract upon a second positive drug test, the employee will be terminated. A positive drug test older than seven (7) years will not be considered as a strike under this language.

#### **Section 7. Perfect Attendance Program**

All employees covered by the Agreement will be entitled to a reward for each calendar year during which there are no absences, except those due to jury duty, vacations, bereavement and union leaves of absence. Employees who use up to 7.9 hours of personal sicktime shall not be excluded from the perfect attendance award. For one year of perfect attendance, the award will be one (1) additional floating holiday. For two (2) consecutive years of perfect attendance, one (1) additional floating holiday and two hundred dollars (\$200) will be awarded. For three (3) consecutive years of perfect attendance, two (2) additional floating holidays and four hundred dollars (\$400) will be awarded and for each consecutive year of perfect attendance thereafter. In the event of a leave of absence due to union business, periods of perfect attendance before and after the leave, but not during the leave, shall be combined to determine attendance awards

## **ARTICLE XI**

### **Notice of Vacancies**

**General.** Notices shall be posted of all vacancies in the Company to be filled by employees, except those for foremen, assistant foreman and laborers.

The Company agrees to post anticipated vacancies created by an employee's formal retirement notification up to thirty (30) days in advance.

The Company reserves the right to determine the need for replacement and thereby, may elect not to fill the position.

If the vacancy is for a job excluded from the Bargaining Unit, as defined in Article I, the notice shall call attention to that fact and that Sections 2 and 4 of Article XI do not apply to the selection of the employee to fill the job.

In exceptional circumstances, the application of Article XI, Section 2, "Filling a Vacancy" may be modified by specific agreement between the Vice President (or someone designated by the Company) and the Grievance Committee of the Union.

#### ***Section 1. Posting of Notices***

In the event of a vacancy, the Company shall post notices describing it on bulletin boards throughout the Company. This notice shall include a statement of the requirements of the job and the minimum qualifications for trial. Copies of the notice will be sent to the members of the Grievance Committee representing the Division in which the vacancy occurs at the time the notice is posted.

Employees desiring to fill such a vacancy shall apply in writing within seven (7) calendar days to the person designated in the notice to receive applications. An application will be accepted for an employee absent during the period of posting if it is signed by a Steward.



## *Section 2. Filling a Vacancy*

A vacancy shall be filled by the selection of the senior applicant, as determined by the seniority provisions of this Agreement, who has the minimum qualifications for trial.

Any senior applicant not considered to have the minimum qualifications for trial will be so notified at the time of selection of the successful applicant, and an explanation will be given to the employee as to why that employee is not considered qualified.

Any new employee who enters employment in other than the C & M Department shall, during the next calendar year after becoming a regular employee, be entitled to transfer to the C & M Department as a Laborer Class B by December 1 of the year following that employee's employment or an earlier date at the Company's option; provided, however, that the Company has a requirement for additional laborers in that year. Any employee who elects to transfer, but is not given the opportunity as stated above, will be given the opportunity before any new employees are hired as laborers.

If the applicant selected fails to meet the requirements of the job after a reasonable trial, the employee will be restored to the employee's former job, and the next senior applicant with the minimum qualifications for trial will be selected. If an applicant selected for trial on a progression job fails to demonstrate, within six (6) months, an aptitude for the work and evidence of ability to advance on the appropriate schedule to Class B, that employee will be restored to the former job.

## *Section 3. Temporary Vacancies*

The Company may fill a temporary vacancy by reassignment of an employee within that department, if available, by seniority, and if an employee within that department is not available, then by transfer of an employee from another department, if available, by seniority.

Except in the case of an emergency, if the temporary vacancy is expected to last for more than one (1) calendar week, the Company will not fill the temporary vacancy until it has given the Union at least one week prior notice and an opportunity to discuss an alternative process for filling the temporary vacancy.

If a temporary vacancy is not filled by the utilization of this process, the Company may employ a temporary employee in accordance with Article IV, Section 3 of this Agreement. .

An employee who fills a temporary vacancy on any job for which there is an established rate and for which a notice would be posted in the event of a regular vacancy will receive the established rate for the job or the employee's own regular payroll rate, whichever is higher. If there is a rate range for the job, the employee will receive the rate within that range which corresponds to that employee's experience and ability by comparison with others in that classification.

If an employee is temporarily transferred for the convenience of the Company to another department or division, the employee shall, during this temporary period, be paid the regular rate, unless the job to which that employee is transferred carries a higher rate, in which case the employee shall be paid the higher rate.

In general, the Company proposes to use Trainees (or spare operators on jobs not covered by the Training Program), when they are available, for temporary vacancies in operating jobs that must be filled when that will result in a forty (40) hour week for all concerned.

If the use of a spare operator or trainee would cause extreme inconvenience or undue hardship for the employee, or if it would result in overtime for that employee, an operator in the group where the temporary vacancy occurs will be used to fill it on an overtime basis.

#### *Section 4. **Reclassification***

Promotion by reclassification within a group where several rates are in effect for employees engaged in the same type of work shall not be considered as filling a vacancy, and notice will not be posted when such changes are proposed. The Company will notify the Union of any such reclassifications.

#### *Section 5. **Training for Temporary Assignments***

If the Company considers there should be more employees available with proper experience and qualifications to fill temporary requirements in certain agreed upon jobs, they will be selected in accordance with the following procedure:

1. When a regular vacancy in a Trainee job occurs, it will be posted company-wide and filled in accordance with Article XI, Sections 1 and 2, of the Union Agreement, exactly as any regular vacancy. The successful applicant will be trained and report for work.
2. Opportunities for training will be posted in the division concerned, and the successful bidder will be trained on the job and will fill temporary vacancies in it. It is understood that the employee will have no claim to a regular vacancy, when it occurs, unless the employee is selected under a regular posting as set forth in (1) above.
3. If a qualified employee does not apply for a vacancy for Trainee, a junior qualified employee will be given the assignment.
4. It is not the intention of the Company to avoid filling its regular requirements for classified employees by the extended assignment of spare employees.
5. The above provisions are not related in any way to progression jobs.

## ARTICLE XII

### Wage Rates

All job classifications and wage rates for members of the Bargaining Unit are set forth in the “Rate Schedule” which is included at the end of this Agreement. Employees may be paid on a biweekly salary basis with their salaries calculated by multiplying the rates set forth in the Rate Schedule by 80; provided, however, that employees shall not be paid for time not worked except as otherwise provided in this agreement.

If the duties and requirements of any job classification shall be substantially increased during the term of this Agreement, the wage rate for such job classification shall, at the request of either party, be a matter subject to negotiation. Similarly, wage rates for job classifications not listed in said “Rate Schedule” shall be negotiable.

## ARTICLE XIII

### Employees in the Armed Forces of United States

**Reemployment.** Employees who enter the Armed Forces of the United States will be entitled to reemployment rights and other benefits in accordance with the provisions of law.

## ARTICLE XIV

### Lockouts and Strikes

#### *Section 1. Lockouts*

The Company agrees that while this Agreement is in effect, there shall be no lockout of the employees of the Company.

#### *Section 2. Strikes*

The Union agrees that while this Agreement is in effect, its members will not cause, directly or indirectly, or participate in, any strike, sympathetic or otherwise, slow down, or stoppage of work of the Company. It is the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Nothing herein is intended, however, to prevent the resignation or discharge of individuals, the discharge being subject to review under the conditions and in the manner hereinafter provided.

#### *Section 3. Lawsuits*

Neither party shall bring, or cause to be brought, any lawsuit against the other for violation of this Article until said violation shall have been brought to the attention of the other in writing, in the case of the Company, to the attention of its Vice President, and in the case of the Union, to the attention of the President of Local 12431, and unless such party fails to take steps as soon as possible to correct the cause or circumstances giving rise to such violation.

## **ARTICLE XV**

### **Union Representatives**

#### ***Section 1. Field Representatives***

The Field Representative, or other fully accredited Union representatives, shall have access to the Company's premises at reasonable times for the purpose of conducting official Union business, provided that they shall first secure permission from the appropriate Company representative (which permission will not be unreasonably withheld) and that there shall be no interference with the conduct of the Company's business.

#### ***Section 2. Leave of Absence***

The Company agrees that any employee selected for a full-time position with the Union (limited, however, to two (2) employees at any one time) shall be granted a leave of absence without pay for a period of one (1) year, during which time his seniority with the Company shall continue to accrue. Such leave of absence may be extended for additional one-year periods by agreement of the parties. An employee on leave of absence under this paragraph shall not be covered beyond the end of the month in which the leave commences (except as to benefits already accrued) by the Company's sick benefit, group life insurance, health insurance, Major Medical, holiday, vacation or similar plans, but shall remain members in the Company's pension plan.

If a leave of absence for more than two (2) weeks is contemplated, the Company will be given a reasonable advance notice.

Employees granted a leave-of-absence under the provisions of this paragraph may be replaced by temporary employees who shall not be considered members of the Bargaining Unit during their period of temporary employment.

#### ***Section 3. Labor Billable Time***

Effective with the ratification of the collective bargaining agreement, the payroll department will be notified that the Labor Billable Time (LBT) earnings code will replace the current Union Not Paid (UNP) earnings code. Under the "LBT" status, the Company will make payment of regular pay for authorized Union time as though the employee worked for the Company and then invoice the local for the costs of such regular pay.

The Union will receive a monthly statement summarizing the payroll dollars charged to the "LBT" earning code. The statement will also contain an overhead mark up of 15%, calculated on the employee's gross wages associated with Union time off. Payment from your (the) local will be required within thirty (30) days of invoicing. Repeated or recurring nonpayment will result in termination of this arrangement.

## **ARTICLE XVI**

### **Rights of Management**

Save as expressly modified herein under Grievance Procedure and other Articles, nothing contained in this Agreement shall be construed as limiting the Company in any way in the exercise of the regular and customary function of Management, including but not limiting among such functions the right to hire, discharge, layoff, and discipline, and the right to make and enforce such rules relating to its operation as it shall deem advisable.

## **ARTICLE XVII**

### **Cadet Engineers**

The Company proposes to employ not more than two (2) new Cadet Engineers in each Division in any one (1) year and to train them for later supervisory duties. As part of their training, they should learn the duties performed by employees in various operating positions in the production, distribution, and servicing departments and should have sufficient actual practice and experience in such duties to understand work requirements and to properly supervise the work of others. A Cadet Engineer will not be assigned to fill a vacancy which would normally be filled by an employee in accordance with the various provisions of Article XI of this Agreement.

## **ARTICLE XVIII**

### **Grievance Procedure and Adjustments**

#### ***Section 1. Grievance Committee***

A Grievance Committee consisting of not more than six (6) employees of the Company in addition to the President and Recording Secretary of the Union will be designated by the Union. The President of the Union shall have the right to participate in any step of the grievance procedure, but it is understood that this right shall not be abused. The aggrieved employee shall have the right to be present and the Company or Union shall have the right to require the aggrieved employee's presence in Steps 1, 2, and 3 of the Grievance Procedure. If the presence of the grievant(s) would cause hardship upon the Company operation, the Grievance Meeting may have to be scheduled at a time other than during normal working hours.

## *Section 2. Procedure*

Whenever any dispute shall arise as to the meaning or application of the provisions of this Agreement, the same shall be settled in the following manner, except in the case of a grievance raised by the Company or a general grievance raised by the Union in which case all discussion with respect thereto shall originate under Step 2 or Step 3 below, whichever is applicable.

**Step 1.** Between the aggrieved employee, a Union Steward or a Union Officer and a Foreman. If a satisfactory settlement is not reached within seven (7) calendar days, then

**Step 2.** Between a Union Steward or a Union Officer and the Department Head, with or without the aggrieved employee, and with such other representatives as may be mutually agreed upon from time to time. All differences submitted at this stage shall be in writing and shall be countersigned by the aggrieved employee. The Company shall arrange a meeting within seven (7) calendar days from the time a grievance is referred to this Step and shall give the Union its answer, in writing, within seven (7) calendar days after such meeting. If the matter is not satisfactorily settled, then

**Step 3.** Between the representatives of the Company, the Union President and Recording Secretary and up to three (3) members of the Union Grievance Committee appointed by the Union President, with or without the aggrieved employee, and an International Representative of the Union. The Company shall arrange a meeting within seven (7) calendar days from the time a grievance is referred to this Step and shall give the Union its answer, in writing, within seven (7) calendar days after such meeting. If the matter is not satisfactorily settled, then

**Step 4.** The dispute shall be referred, at the request of either party, to an arbitrator selected pursuant to the rules of the Labor Relations Connection. In the event that the Labor Relations Connection is unable to provide service to the parties, the arbitrator shall be selected pursuant to the rules of the American Arbitration Association, unless the parties mutually agree otherwise. Any arbitration hearing which may take place under this Step shall, in the absence of mutual agreement to the contrary, be conducted in accordance with certain rules agreed to and signed by the parties. It is agreed that an arbitrator shall not have the power to change or modify any provision of this Agreement.

## *Section 3. Adjustments*

No adjustment resulting from a grievance processed through this procedure shall be retroactive to a date preceding the date on which the action or matter referred to in the grievance last occurred previous to the presentation of the grievance in Step 1, or in writing, if a general grievance. Nor shall any adjustment resulting from a subsequent grievance concerning a similar action or matter be retroactive to a date preceding the effective date of an adjustment for the first grievance.

## *Section 4. Settlement of Dispute*

It is agreed that the settlement of any dispute at any stage of the foregoing procedure or the decision of an arbitrator on any such dispute shall be final and binding upon all parties concerned.

**Section 5. Submission**

If any dispute shall not be submitted in writing within fifteen (15) days after the right to present same shall have arisen, or the matter shall have become known to the aggrieved employee, it shall be deemed to have been waived. If any grievance shall not be referred to Steps 2 and 3 of the Grievance Procedure outlined above within fifteen (15) days, or to Step 4 within thirty-five (35) days from the date of the Company's answer in the preceding Step, such grievance shall be deemed to have been waived.

**Section 6. Arbitration Expense**

Each party shall bear its own arbitration expenses, but the fee of any arbitrator shall be paid equally by the parties.

**ARTICLE XIX**

**Retirement Plan**

The Pension Plan of the Company for its Bargaining Unit Employees, as heretofore amended or hereafter amended to conform to law or otherwise, shall remain in full force and effect for the term of this Agreement and be deemed a part hereof. All bargaining unit members hired on or before June 28, 2013 shall continue to participate in the Plan and shall continue to accrue pension credit and years of service in the Plan in accordance with the provisions thereof. The Company shall maintain the status quo as it existed on June 28, 2013 with regard to the benefits provided by the Plan including, but not limited to, eligibility criteria, accrual formulas and/or benefit types and shall not terminate the Plan and shall continue to fund the Plan in accordance with ERISA. The Company shall not modify or amend the Plan in such a manner so as to reduce, eliminate, curtail or diminish any benefit to which such member is entitled, or to which he or she may become entitled to by future service, pension credit or age.

The Company will match one-half of the employee's contributions that do not exceed ten percent (10%) of the employee's covered pay to the 401(K) Plan. The specific terms of such Plan are determined by the Company.

All employees hired on or after June 29, 2013 will be enrolled in a Defined Contribution Pension Plan.

**ARTICLE XX**

**Letters of Agreement**

All past practices and letters, side letters and memorandums of agreement not specifically incorporated into this Agreement are abolished effective January 21, 2002.

**ARTICLE XXI**  
**Miscellaneous Provisions**

**1. Meal Allowance**

A meal or meal allowance of Eleven Dollars and Fifty cents (\$11.50) will be provided under the following conditions.

- a. Two (2) hours overtime continuous with the employee's regularly scheduled work day (provided the employee has worked the entire work day or shift) and each five (5) continuous hours.
- b. For ten (10) continuous hours if called in ahead of regularly scheduled work day or shift and each five (5) continuous hours thereafter.
- c. For five (5) continuous hours if called out after the regularly scheduled work day or shift and each five (5) continuous hours thereafter which are outside of the regularly scheduled work day or shift.
- d. For purposes of this paragraph only, a call-in is defined as eight (8) hours prior to the start of an employee's regular shift, and a call-out is defined as eight (8) hours following the completion of an employee's regular shift.

2. **Shift Differential** . 7% of an employee's straight time hourly rate multiplied by each hour worked on any shift schedule that begins between 10:00 AM and 5:00 AM.

3. **Coffee Break.** The Company will allow a coffee break of ten (10) minutes in the morning and afternoon for all employees. It is understood that employees will make their own purchases and that emergency situations will take precedence.

**4. Wash-Up Time.**

- a. Fifteen (15) minutes at the end of each regular work period for employees doing work that requires a shower and change of clothes
- b. Five (5) minutes prior to noon lunch period.

5. **Union-Management Meetings.** The policy of the Company with respect to paying Union representatives for time spent in meetings with Management will be continued for the term of this agreement.

6. **Rest Period.** In any twenty-four (24) hour period, an employee who has worked continuously for sixteen (16) hours or more shall, except in the case of interruption to service and emergencies, be entitled to eight (8) hours rest before reassignment. Should the sixteenth (16<sup>th</sup>) hour occur during an employee's scheduled work day, that employee shall be released at the end of the sixteenth (16<sup>th</sup>) hour.



Any employee call in four (4) hours or more before their regular starting time will be allowed one (1) hour off his or her next scheduled work period, with pay, for each hour worked during a period of eight (8) hours prior to their regular starting time, provided that no emergency exists and, provided further, that upon satisfactory completion of the call-in job, the employee would otherwise have less than eight (8) hours of rest.

Should an employee be expected to return to work, the employee will be granted one-half (1/2) hour travel time.

All rest time shall be received prior to reporting for the employee's regularly scheduled starting time. Should the rest time extend into the employee's scheduled workday, the employee shall suffer no loss in pay for the time involved.

An employee, who is committed to working scheduled overtime on a Saturday and has incurred rest time, shall be required to work should the rest time not exceed two (2) hours into his or her scheduled work day. Rest time shall be paid at the employee's straight time rate. Any remaining work hours will be paid at time and one-half (1 ½).

Should the completion of a job extend into the employee's regularly scheduled start time, the employee shall receive the rest period at that time provided that no emergency exists and that the call-in job is satisfactorily completed. In the event that the employee works into their regularly scheduled start time and this time overlaps with their rest period entitlement, the employee will be paid at time and one-half (1 ½) for the overlapping period in addition to straight time for the regular rest period entitlement.

This provision shall not apply to scheduled overtime (unless otherwise agreed), including the filling of full, eight (8) hour shift vacancies.

7. **Inclement Weather.** In the event that the temperature reaches 95 degrees Fahrenheit or higher (as reported by the National Weather Service at T.F. Green Airport) or inclement weather, the Company, absent an emergency, will attempt to change work assignments for employees who may be affected by such exposure.

In the event that the temperature falls to 10 degrees Fahrenheit or lower (as reported by the National Weather Service at T.F. Green Airport) or inclement weather, the Company, absent an emergency, will attempt to change work assignments or allow for non-continuous work time for employees who may be affected by such exposure.

8. **Joint Training Committee.** The Company and Union agree to establish a Joint Training Committee comprised of an equal number of Union and Company members. The purpose of the Training Committee will be to make recommendations to Management concerning:
  - a. training needs of employees and classifications to enhance job performance and safety;
  - b. cost-effective delivery of training to include, by way of example, classroom, hands-on, and personalized use of in-house "experts," etc.;

- c. identification and implementation of cost-effective scheduling methodologies to ensure training is scheduled;
  - d. development of performance measures of training programs and routine reporting of progress to measures.
9. **Paychecks.** Adjustments to paychecks shall be issued within the following two pay periods after notification of the need for an adjustment.
10. **Shoe Allowance.** Upon completion of the probationary period, employees working in a position which requires safety-toed shoes will be granted a \$150 allowance to purchase required safety shoes through the clothing and shoe allowance program.
- During each subsequent calendar year, employees not covered by the clothing and shoe allowance program shall be issued a safety-toed shoe allowance in the form of two (2) monthly payments of \$75.00 each in the Spring. Employees not working in a position which requires safety-toed shoes, but who are requested by the Company to maintain safety-toed shoes for emergency purposes, will be issued a shoe allowance in the form of two (2) payments of \$75.00 each upon request. For those employees specifically requested by the Company to maintain safety-toed shoes for emergency purposes, the Company will require them to provide proof of purchase to their departmental management. See attached side letter relative to a shoe and clothing program for employees in Gas Operations, Facilities, and Stockroom.
11. **Uniforms.** If the Company provides uniforms employees shall pay the Company One Dollar (\$1.00) per week for cleaning. The Company and Union have agreed to a new clothing program for all employees required to wear Company uniforms, with the exception of Fleet employees who will remain in clothing rental program. See attached side letter relative to a clothing and shoe allowance program for employees in Gas Field Operations, Facilities and Stockroom.
12. **Reimbursement for Mileage.** If an employee is required to use his personal vehicle during scheduled or overtime work hours, the Company shall reimburse the employee for mileage at the current Internal Revenue Service rate. Travel to and from a reporting location, whether for straight time, overtime or call-ins, is excluded from mileage reimbursement.
13. **Own Request Day.** An employee is eligible for one own request day each calendar year provided the employee speaks with and receives the permission of a supervisor in advance. An own request day shall be considered neither an absence nor an incident under the Absence Control Program.
14. **Changing Meters.** An employee assigned to change a meter may ask the Company for assistance if he believes the meter is too heavy for him alone.
15. **Craft Workers.** Craft employees shall perform incidental tasks related to their regular job duties.
16. **Forklift Operation.** Any member of the bargaining unit who holds a forklift license will use a forklift as assigned to perform his job duties.

17. **Smoking Breaks.** Smoking breaks may be eliminated consistent with state law, provided a smoking policy is applied consistently to all Company employees.
18. **Natural Gas Fill-Up.** Employees shall not accompany State employees to a natural gas fill-up.
19. **Spare Assignments.** Employees may poll out of a spare assignment at least every three (3) years.
20. **Lighting Pilots.** Any employee on the job site who possesses the necessary skill, training or license to light pilots may be assigned by the Company to do so.
21. **Time Clocks.** The Company may implement time clocks or other time recording devices after giving the Union reasonable notice and the opportunity to bargain.
22. **Gas Plant Operation.** Two Company employees (one of whom must be a bargaining unit member and one of whom need not be a bargaining unit member) shall be present when a gas plant is operating.
23. **Patch Truck.** The Company shall decide if the patch truck will be dispatched to a job site. If the patch truck is not dispatched to a job site, the crew shall make safe the work area.
24. **Winter Crew Size.** When the frost line at a job site reaches a depth of two feet, the Company shall assign an additional crew member to the regularly scheduled crew.
25. **Low Overtime Crew.** The low overtime crew will be used in emergency situations except the most available crew may be used when proximity to site and time availability reasonably dictate.
26. **Postings of Shift Assignments.** The Company will not change its posting more frequently than is reasonably required but no more often than four months but shall post all shift assignments at least every six months.
27. **Two-Man Truck.** The Company will assign at least one MST to each two-man truck.
28. **Employee Stock Purchase Plan.** The Company will offer the National Grid plc Employee Stock Purchase Plan to all Permanent and Probationary Employees age 18 and over who are employed for more than 20 hours per week and have three (3) months of continuous service. Additionally, Temporary Employees who meet the above listed criteria are also eligible to join. The Plan offers eligible employees the opportunity to purchase American Depository Shares (ADSs) on a monthly basis at a discounted rate. Each ADS represents five (5) ordinary shares in National Grid plc and are listed on the New York Stock Exchange. Participants can contribute up to 20% of their base pay via payroll deductions. Participants receive a 10% discount on stock purchased through payroll deductions and a 10% discount on reinvested dividends. Participants will receive statements as provided by the Plan
29. **Mutual Aid.**

Scope: This policy will be applicable when any employees are assigned to restore service in emergency situations outside of the geographic areas normally serviced by the Union's classifications assigned. The provisions of the policy are applicable when the assignment is for

a period of more than twenty-four (24) hours and the Company provides the employee lodging. The geographic areas include all National Grid and other Utility Company franchise areas.

Selection of Personnel:

When time and conditions permit, assignments will be made on the basis of low overtime hours in the appropriate classifications. Regulatory circumstances may preclude the use of low overtime as the sole method of assignment.

Wage Provisions:

Employees so assigned will be paid at the overtime rate of time and one half (1½) for all hours actually worked. Employees will be entitled to rest time paid at the normal wage rate (1.0) for the balance of the day. A day is defined as a twenty-four (24) hour period from 12:00 AM to 11:59 PM. If a holiday occurs during this assignment, working time will be paid for at two and one-half (2½) times plus holiday pay.

The assignment will terminate upon the employee's return to his/her normal reporting location.

Supervision:

National Grid - NE supervisory employees will be assigned to direct the activities of employees assigned to provide Mutual Aid.

30. **Electric Restoration.** Field operations employees who are assigned to work on Electric Restoration due to a storm System Event will be paid time and one half (1½) for all hours worked on such restoration once assigned actual storm related duties. Employees will not be entitled to receive any premiums, differentials and/or meal allowances, except if meals are not provided. During staging, prior to employees being assigned electric restoration duties, they will be paid at straight time.
31. **PAC Committee.** The company shall continue to allow employees to contribute to a Political Action (PAC) through payroll deduction.

**ARTICLE XXII**  
**Termination Clause**

*Section 1.* This Agreement shall remain in full force and effect from the date of its execution until midnight of June 28, 2013, unless one of the parties hereto on or before the sixtieth (60<sup>th</sup>) day next preceding any anniversary date shall notify the other party hereto in writing of its intent to terminate the same.

*Section 2.* If, instead of terminating, either of the parties desires to modify the Agreement for the next succeeding year, notice shall be given on or before the sixtieth (60<sup>th</sup>) day next preceding the anniversary date. During modification negotiations, the Agreement shall remain in full force and effect unless either party gives sixty (60) days' notification of its desire to terminate the Agreement.

*Section 3.* Notwithstanding the foregoing provisions of this Article XXII, either party may terminate this Agreement effective on, by notifying the other party in writing on or before the sixtieth (60<sup>th</sup>) day next preceding the applicable termination date.

**IN WITNESS WHEREOF**, the parties by their duly authorized representative hereto affix their signatures as of this 28th day of June, 2013.

**UNITED STEELWORKERS**

Leo W. Gerard  
President

Stan Johnson  
International Secretary-Treasurer

Tom Conway  
Vice President, Secretary-Treasurer

Fred Redman  
Vice President, Human Affairs

William Pienta  
Director, District 4

Albert H. Polk  
Assistant to Director, District 4

Douglas E. Holmes  
President, Local 12431

Alan Dionne  
Vice President, Local 12431

Deborah Moss  
Recording Secretary

**NATIONAL GRID**

Thomas J. Ryan, III  
Director, Employee & Labor Relations

Maria Marotta  
Manager, Employee & Labor Relations

## GAINSHARING

This Memorandum of Understanding is made as of May 21, 2010 between National Grid (the "Company") and Local Union 12431 of the United Steelworkers, AFL-CIO-CLC (the "Union") and supplements the parties' Memorandum of Agreement made as of this date.

1. The Union members will participate in the Company's Gainsharing Award Program for the Gainsharing Program years occurring during the period of the collective bargaining agreement. The Company agrees to have a Gainsharing Program in each year of the contract.
2. The structure and administration of this Program, including the setting of goals, how the range of awards relates to the goals, the determination of whether goals have been met, and the computation of awards, will be in the discretion of the Company. Goals and triggers will be discussed with the Union and communicated to employees as soon as practicable after they are established each year.
3. The goals may include a combination of criteria related to individual Company performance and performance of individual Strategic Business Groups (SBGs).
4. The triggers to determine whether Gainsharing Awards shall be paid in each year shall be the same triggers applied to management personnel.
5. Payouts will be made in a range from 0 to Threshold, Target, and Maximum levels, depending on triggers and achievement of goals.
6. The Company shall make its best efforts to distribute the awards as soon as practicable following the end of the plan year, but no later than June 30th. An employee must be employed with the Company at the time of distribution of awards to be eligible to receive an award. An employee whose status as an active employee is changed during the plan year because of retirement, or death will be given a partial award when awards are distributed based on the employee's cumulative annual base pay.
7. Gainsharing Awards will be based on a percentage of an employee's cumulative annual base pay.
8. The percentages to be used at Threshold, Target, and Maximum levels are as follows:

### % OF BASE WAGES

<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
1.0%	2.5%	5.0%

**Local 12431 CUSTOMER METER SERVICES AGREEMENT**

1. Customer Meter Services Department – Schedule of Wages:

Title	1	2	3	4	5	6	7	8
Working Leader	\$42.00	\$40.18						
Meter Service Technician	\$34.19	\$31.23	\$30.15	\$28.00	\$25.85	\$23.50		
Meter Service Representative	\$24.23	\$22.62	\$21.01	\$18.91	\$15.76			

- Step progressions will be on an annual basis.
- There is no forced progression from one classification to another.
- Progressions into higher classifications as determined by the Company.
- All MSRs will be eligible to work MSR shifts as determined by the Company. All MSTs will be eligible to work night shifts no sooner than 18 months and weekend / holiday (days) no sooner than 12 months, as determined by the Company. All Working Leaders will be eligible to work Working Leader shifts as determined by the Company.

2. CMS career path will be as follows:

**Meter Service Representative**

- Off-Cycle meter reading (Pedestrian, soft off & on)
- Physical offs
- ERT changes/ repairs (field)
- Leak Survey and Leak Surveillance (including leak classification)
- Field collections
- Wires down standby
- Assist MST on two-person assignments as needed, including wrenching

**Meter Service Technician**

- Emergency Response (i.e. Gas leaks, CO, No Gas)
- Emergency Markouts (If required)
- Leak Investigation
- Turn On & Off
- Change/remove/set meter
- Inspect Regulator
- Residential and Commercial Fitting work & associated regulator work
- Investigate metering conditions
- Clear gas service freeze ups & blockages
- Storm restoration
- Perform all duties of lower classification

**Working Leader**

- Monitor & prioritize workload and staffing, tools & equipment in coordination with Dispatch & Schedule Department. (Non-exclusive)

- Perform general office work. (Non-exclusive)
  - QA's & safety checks. (Non-exclusive)
  - Provide feedback and coaching to all employees. (Non-exclusive)
  - Conduct employee meetings. (Non-exclusive)
  - Industrial Gas Equipment (initial start-ups)
  - Majority of this persons work day is spent in the field performing lower level tasks.
  - Perform all duties of lower classifications
- 2.1. The Company will create two (2) Working Leader positions. The position will be filled through a one-time polling from within the existing CMS Service Technician classifications and the grandfathered CMS listing identified within this agreement. Future vacancies within the Working Leader classification will be filled via polling by Department from the Meter Service Technician classification and the grandfathered CMS listing identified in this agreement. The number of Working Leaders will be as determined by the Company. The Company will poll for Working Leader Trainee position(s) from the existing CMS Service Technician classification to act as a backup to the Working Leader classification and will be filled at the Company's discretion.
3. The Company agrees to employ Customer Meter Service Department work forces which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Customer Service employees will be contracted if such contracting would result in layoffs of the Customer Meter Service forces, as defined above, or in the reduction of their scheduled hours below the normal work week of the Company.
4. The Company will map the existing Meter Readers, Field Collectors and Survey Technicians to the title of Meter Service Representative and they will be grandfathered into their existing duties.
- 4.1. Employees not wanting to be grandfathered into their existing duties will be afforded a one time opportunity to enter into MSR classification and perform the full function of the MSR classification. During their first 30 calendar days in their new role, their classification seniority and their grandfathered status in their previous classification will continue and they may elect to return to, or the Company may elect to return them to, their prior grandfathered rate and duties.
5. In the event of a MST posted vacancy grandfathered Meter Readers, Field Collectors and Survey Technicians will have one opportunity to progress to the Meter Service Technician classification and will enter at the next step that will provide an increase. During their first 10 working days in their new role, their classification seniority in their grandfathered status in their previous classification will continue and they may elect to return to, or the Company may elect to return them to, their prior grandfathered rate and duties.
- 5.1. In the event of a second opportunity to enter an MST posted vacancy grandfathered Meter Readers, Field Collectors and Survey Technicians will progress to the Meter Service Technician classification at their existing wage rate with no trial period. In the event that the employee should fail to qualify for the MST posting the employee will lose their "grandfather" protection and return to the MSR classification with their existing wage rate and be expected to perform the full duties within the MSR classification.



6. CMS Previously Rated List: MST - Employees that were previously rated as a C class or above can use their seniority to access an MST vacancy and would come in at the next highest wage rate within the MST progression that would provide them a wage increase. If the employee's wage rate is higher than the top step of the MST classification their wage rate would be reduced to the top step of the MST.

Working Leader - Employees that were previously rated as a B, A or AA class can use their seniority to access a Working Leader vacancy and would come in at the top step. Employees that were previously rated as a C class can use their seniority to access a Working Leader vacancy and would come in at the 2<sup>nd</sup> step. If the employee's wage rate is higher than the step of the Working Leader classification they are slotting into, their wage rate would be reduced to that Working Leader step.

7. The Company and Union agree to implement voluntary vehicle take home program.
8. A joint Union-Company committee will oversee the establishment and implementation of a pilot for CMS Performance-based Pay Programs. The intent of these programs will be to compensate Local 12431 personnel for the degree of success they achieve in improving results that clearly benefit both the Company and Local 12431.

## **Local 12431 CONSTRUCTION & MAINTENANCE AGREEMENT**

### **1. CONSTRUCTION & MAINTENANCE**

- 1.1 In accordance with Article 5-Section-5; the Company agrees to employ a Construction and Maintenance workforce which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Construction and Maintenance employees will be contracted out if such contracting would result in the layoffs of the Construction and Maintenance workforce or in the reduction of their scheduled hours below the normal work week of the Company.
- 1.2 Contractors may be used to perform certain “live gas” activities as follows:
- a) Tapping of no-blow service fittings regardless of pressure
  - b) Tapping of low pressure service connections less than or equal to 2”
  - c) Disconnecting/tie-over/transfer and relay/insert of services less than or equal to 2” in conjunction with main work.
  - d) Extension of stub services less than or equal to 2”
  - e) Cast iron bell joint sealing
  - f) Main and large service connections as agreed in the Construction side agreement
- 1.3 Construction Contractor crews will not respond to emergency leaks but, while awaiting Local 12431 personnel, be allowed to “make safe” damages or leaks discovered during the course of their work if qualified trained, and equipped. Permanent repairs will be the responsibility of Local 12431 personnel as is current practice.
- 1.4 Permanent vacancies in Construction & Maintenance that the Company determines to fill will be filled as agreed in Article XI of the collective bargaining agreement
- 1.5 The Company will determine the proper number of crews and appropriate crew size and make up on any given day. However, the following typical crew make up will apply:
- a.) Four-person\*:
    - A, B, C, Laborer or Temporary Laborer
    - A, B, C, C
    - A, B, B, C
    - A, B, B, Laborer or Temporary Laborer
  - b.) Three-person
    - A, B, C
    - A, B, Laborer or Temporary Laborer
    - A, B, B
  - c.) Two-person (with backhoe)
    - A, B
  - d.) Two-person (handwork)
    - A, B,
    - A, C
    - A, Laborer or Temporary Laborer
    - B, C (With one year minimum in B Technician classification)
    - B, Laborer or Temporary Laborer (With one year minimum in B Technician classification)
- \*Five-person crew can be formed by adding any classification to the four person crew.
- 1.6 Two-person (handwork) referred to in section d.) above includes the following:
- Meter protection

- Anodes to risers (in paved areas)
- Gate boxes (locate, raise, clean, install)
- Leak pinpointing
- Aerating (when more than one (1) person is needed)
- Primary valve inspections
- Leak repair (grease valve)
- Loam and seed

- 1.7 The Company will not exceed two (2) two person handwork crews, led by Technician B, on a daily basis unless mutually agreed between the Company and Local 12431.
- 1.8 The Company commits to maintaining a minimum of twenty-eight (28) Construction & Maintenance Tech A positions.
- 1.9 If the Company has a need to create or fill permanent vacancies at Technician A, the position(s) will first be posted as per the collective bargaining agreement. If the posting process does not provide the required Technician A's, the Company may assign the junior qualified Technician B's in order to meet the required number as per the posting. If an employee is assigned to this higher rated job and such assignment is for a period of six consecutive months, the posting shall be considered filled. There will be no change to the current practice of utilizing the trainee list for temporary upgrades to Technician A for absences, vacations, etc.

- 1.10 All maintenance activities can be performed by two-person crews with the following exceptions:

a) One-person

- Misc. inspection (Pipeline inspection)
- Anodes to riser
- Locate, raise to grade and clear gate boxes (off pavement or no pneumatic tools required)
- Replace gate box cover
- Install gate box paving rings

*\*1-Person work may be performed by Technician B and above with one (1) year minimum in Technician B classification*

b) Three-person

- Minor main relays in excavations greater than eight feet (8')
- Non-anaerobic joint repair twelve inches (12") or above
- Service inserts requiring three or more holes by hand
- Cast Iron main breaks six inch (6") in diameter or greater
- Direct burial service replacements greater than one and one quarter inches (1 1/4") in diameter and/or longer than one-hundred feet (100')
- Any crew work requiring the use shoring panels

- 1.11 All construction work can be performed by three-person crews with the following exceptions:

a) Two-person crews

- "Contractor to Dig" mains and services <2 inches
- Services up to and including 1 1/4 inches in diameter and up to seventy-five (75) feet
- "
- Test holing, in conjunction with main work
- Utilization of current trenching and/or trenchless technologies
- Horizontal Directional Drill (HDD) drilling and pipe installation
- Tapping only of mains or large services less than or equal to two inch (2") using Mueller or equivalent equipment
- Main or service connections less than, or equal to, two inch (2") utilizing single valve or single squeeze off

b) Four-person crews

- Installation of new or replacement main

c) Five-person crews

- Installation of new or replacement six inch (6") main or larger, greater than 100 feet in length

- 1.12 In determining the need for additional assistance, the Company will give consideration to work site conditions, such as traffic congestion, roadway surface depths, amount of hand excavation, excavation requirements (e.g., shoring) or other factors that may require additional manpower. When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to assign appropriate assistance.
- 1.13 All shift crews will be comprised of three (3) persons.
- 1.14 C&M shifts shall be posted every six (6) months and be of six (6) months in duration. The configuration and hours of shifts shall be at the discretion of the Company, but may be adjusted during the shift with mutual agreement of the Company and Union.
- 1.15 Off-hour Coverage Crews will comprise three (3) people (on call). The number of personnel called in will be based on the nature of the work to be performed and at the discretion of the Company but will be a minimum of two-person. C& M employees who work off hour coverage shall be paid one (1) hour of base pay for work on a Monday through Friday and one and a half hour (1 ½) of base pay for work on a weekend (Saturday and Sunday) and a holiday.
- 1.16 Shift crews will not be allowed to perform Off Hour Coverage.
- 1.17 The filling of shift vacancies will not be performed by personnel assigned Off Hour Coverage
- 1.18 The low overtime crew will be used in emergency response situations except the most available crew may be used when proximity to site and time availability reasonably dictate
- 1.19 To contend with winter weather conditions (frost and snow), the Company will convert 2-person crews to 3-person crews and 1-person crews to 2-person crews during the period January 1 through March 31. The Company reserves its right to revert to non-winter crew makeup should there be favorable weather conditions. However, the Company agrees to discuss with the Union any changes, proposed by either party, to the start date of, end date of, or reversion during winter operations. Such discussion will occur prior to enacting any changes.
- 1.20 Construction and Maintenance crews will operate under a “one crew does it all” method and will perform the following tasks in conjunction with their assigned primary task:
- a) Perform customer relights as needed (up to 2 meters residential or small commercial)
  - b) Perform residential reconnects as needed including installing and connecting prefab meter sets and single “in-to-outs.”
  - c) Install pre-fab meter sets for new service installations.
  - d) Perform atmospheric corrosion work requests (Wire brush and paint meter sets) as needed.
  - e) Perform all required documentation, sketching, etc.
  - f) Perform marking of company facilities as required

This does not preclude Customer Metering Service personnel from performing any of this work.

- 1.21 Contractor construction and maintenance crews in addition to current duties performed under the “one crew does it all” method will also perform activities (b-e) as listed in Section 1.19 above in conjunction with their assigned work activity. Contractor performance of “piping” reconnects as referenced in 1.19b above will be limited to reconnecting of Company owned distribution piping that does not involve customer piping downstream of the meter or changing of the meter itself, but does include removal or swinging of meter(s) in order to perform service pressure test. This does not preclude Customer Metering Services personnel from performing any of this work.
- 1.22 Local 12431 will be afforded “First In- Last Out” rights prior to utilizing outside contractors on new (growth) service installation work.

- 1.22 If Contractor crews are performing work on a Saturday, Sunday, or Holiday that is ordinarily and customarily performed by C+M crews, work will be offered to C & M crews on a one to one basis.
- 1.23 The Company may utilize full-time temporary employees to assist in staffing its internal work force. If the Company has a requirement to retain these employees longer than nine (9) months, the period in excess of nine (9) months shall be mutually agreed on by the Company and the Union. The number of temporary employees in Construction and Maintenance will not exceed twenty (20).
- 1.24 The Company commits to maintaining a minimum staffing level of 72 in C+M during the term of this agreement.
- 1.25 The Construction and Maintenance schedule of wages is as follows:

	(1)	(2)	(3)	(4)
C&M Working Leader	\$42.22			
Field Trainer	\$42.22			
QA/QC Assessor	\$40.22			
Technician A	\$39.14			
Technician B	\$34.84	\$33.84		
Technician C	\$27.99	\$24.76		
Laborer	\$20.46	\$16.81		

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Technician C (Step 2) , but will be paid the Step 1 rate unless otherwise mutually agreed.
- All employees entering C+M from outside departments hired after May 21, 2010 will enter the new progression at Laborer (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- Automatic progression to top of Technician C only for personnel hired after May 21, 2010 Current Local 12431 members who enter C+M will be allowed to progress to Technician B in new progression
- Incumbent C & M employees already in Technician B progression will progress to Top of Technician B as per attached schedule (current 4.5 year progression)
- New hires directly into C+M will start at 100% of the bottom rate, & will not benefit from any GWI adjustment in year 1.

## 2. AUXILIARY OPERATIONS

- 2.1 A newly formed group will be established to support construction and maintenance activities by centralizing heavy equipment, specialty tools and equipment, and other support functions. The group will be formed by consolidating dump truck operations, welding, tool rooms and other specialty operations, such as Aries camera operations and large diameter tapping operations.
- 2.2 The Company agrees to employ the Auxiliary Operations workforce which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Auxiliary Operations employees will be contracted out if such contracting would result in the layoffs of the Auxiliary Operations workforce or in the reduction of their scheduled hours below the normal work week of the Company.
- 2.3 The group will be created from the existing Construction & Maintenance roster by adding the positions of Laborer, Auxiliary Operations Technician B and C and Welder A, B, and C. and Field Trainer.

- 2.4 Employees currently in the classifications of Utility Operator, Tool Crib, Welder and Welder Apprentice will be mapped to their corresponding new classification of Auxiliary Operations Technician B or C, or to that of Welder B and C respectively.
- 2.5 Employees who are crew qualified as of May 21, 2010, and move into Auxiliary Operations, will be given the option to retain their crew qualification and remain on call for the life of the contract.
- 2.6 Permanent vacancies in Auxiliary Operations that the Company determines to fill will be filled as agreed in Article XI collective bargaining agreement:
- 2.7 Auxiliary Operations will maintain its own schedules, shifts, overtime lists, backfilling of temporary vacancies and call in lists.
- 2.8 Temporary vacancies in Auxiliary Operations needing to be filled will be filled first within Auxiliary Operations. If temporary vacancy cannot be filled within Auxiliary Operations, the vacancy will be backfilled utilizing the Trainee list (See attached Letter of Understanding)
- 2.9 The Auxiliary Operations schedule of wages is as follows:

	(1)	(2)	(3)	(4)
Auxiliary Ops Technician B Special	\$35.84			
Auxiliary Ops Technician B	\$33.84	\$31.71	\$27.99	\$24.76

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Auxiliary Op's Technician B (Step 2) unless otherwise mutually agreed.
- All employees entering Auxiliary Op's from outside departments hired after May 21, 2010 will enter the new progression at Auxiliary Operations Tech B (Step 4) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- New hires directly into Auxiliary Op's will start at 100% of the bottom rate

The Auxiliary Operations Welder schedule of wages is as follows:

	(1)	(2)	(3)	(4)
Auxiliary Ops Welder A	\$37.03			
Auxiliary Ops Welder B	\$35.95	\$30.69		
Auxiliary Ops Welder C	\$28.53	\$25.84		

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Welder C (Step 1) unless otherwise mutually agreed.
- All employees entering Welding from outside departments hired after May 21, 2010 will enter the new progression at Welder C (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- Incumbent Welders will be either placed at, or progress to, the top step of Welder B as per attached schedule and meeting established qualifications
- New hires directly into Welding will start at 100% of the bottom rate

### 3. DAMAGE PREVENTION & INSPECTION

- 3.1 A new Damage Prevention & Inspection Group will be created to encompass follow-ups, inspection services, pre-marking, pre-inspection and verifying and correcting gas facility data.
- 3.2 The Company agrees to employ the Damage Prevention & Inspection workforce which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Damage Prevention & Inspection employees will be contracted out if such contracting would

result in the layoffs of the Damage Prevention & Inspection workforce or in the reduction of their scheduled hours below the normal work week of the Company.

- 3.3 The Company and the Union agree to an attrition based implementation of the use of outside contractors to perform locating. Damage Prevention personnel may be assigned to other tasks within their job descriptions such as pre-marking and pre-inspection of capital and customer driven construction work. For the purposes of this agreement, such assignment would be considered "attrition" from locating. The Company agrees to maintain a minimum of 6 Op's and Construct Inspectors A's and 4 Op's and Construct Inspector B positions for the term of the collective bargaining agreement.
- 3.4 The performance of off hour emergency locates, defined as emergency locates received between the hours of 4:01 p.m. – 7:59 a.m. M-F, and any emergency locates on weekends and holidays, will be performed by Local 12431.
- 3.5 Damage Prevention & Inspection will maintain its own schedules, shifts, overtime lists, and backfilling of vacancies and call in lists. This will be a separate group from the existing Construction & Maintenance roster and will comprise the new classifications of Inspector C, B, and A.
- 3.6 Permanent vacancies in Damage Prevention & Inspection that the Company determines to fill will be filled as agreed in Article XI in the collective bargaining agreement. This language will not require the Company to backfill permanent vacancies as per 3.3 above.
- 3.7 Temporary vacancies in Damage Prevention and Inspection that the Company determines need to be filled, will be filled using any of the following : within Damage Prevention and Inspection group , utilizing the Trainee list (see attached LOU), or, through the utilization of contractors.
- 3.8 Employees who are crew qualified as of May 21, 2010, and move into Damage Prevention & Inspection, will be given the option to retain their crew qualification and ability to be on call for the life of the contract.

The new Damage Prevention schedule of wages is as follows:

	(1)	(2)	(3)	(4)
Ops & Construct Inspector A	\$36.49			
Ops & Construct Inspector B	\$35.95	\$29.49		
Ops & Construct Inspector C	\$24.76	\$20.46		

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Inspector C (Step 1) unless otherwise mutually agreed.
- All employees entering the DPG/Inspector group from outside departments hired after May 21, 2010 will enter the new progression at Inspector C (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis although there is no automatic progression.
- New hires directly into the DPG/Inspector Group will start at 100% of the bottom rate.

#### 4. LICENSES / CERTIFICATIONS

- 4.1 All employees within Construction & Maintenance and Auxiliary Operations progressions will be required to obtain, or maintain, Hazwoper certification. The Company reserves the right not to require the certification of any employee projected to retire on, or before, December 31<sup>st</sup>, 2011.
- 4.2 Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance or Auxiliary Operations employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.
- 4.3 All employees within Construction & Maintenance and Auxiliary Operations progressions will be required to obtain, or maintain, a CDL A license.

- 4.4 Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance or Auxiliary Operations employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.
- 4.5 Employees will be given two opportunities to obtain a CDL A drivers license; training and testing provided/or paid for by the Company. Employees who fail the first two opportunities will be given two additional chances to obtain the CDL A drivers license at their own cost within a twelve month period after their failure of the second Company paid for test.
- 4.6 Employees that are unable to obtain a CDL A, for reasons other than medical conditions, will be disqualified from progression and will be placed at the Laborer classification (Pertains to employees hired after May 29, 2007)
- 4.7 Any license or certification (Excluding State Driver License) required by the employee's current classification, or any renewal of these licenses, will be reimbursed by the Company



**NATIONAL GRID AND USW LOCAL 12431  
MAY 21, 2010**

**MANAGED COMPETITION CONSTRUCTION AGREEMENT**

This agreement is between National Grid (the Company) and the United Steelworkers, Local 12431 (the Union) pertaining to the increased utilization of the internal Union workforce to perform construction work, as well as the use of contractor crews to perform live gas main and large service connections. The terms of the agreement are as follows:

This Construction Agreement will be in effect from June 29, 2013 through the life of the contract. Either party may cancel the agreement annually at the end of each construction season but no later than December 31. The agreement will be considered extended by mutual agreement of the parties if neither party exercises its right to cancel by December 31 annually.

Furthermore, the parties agree that should either party decide to cancel this agreement, such decision will be based on issues directly related to this agreement and will not be based on any other issues or disputes that may arise between the parties.

Should either party exercise its right to cancel as stated above, Local 12431 staffing in Construction would revert back to the baseline number of 17.

The Company will increase the number of personnel involved in construction-related work (i.e., installation and replacement of mains and services) to 29 C+M personnel for the construction season (defined as April 1 to December 1, weather permitting). Should the Company re-deploy these crews back to scheduled or emergency maintenance operations at any time, including during winter operations, live gas main and large service connections will revert back to Local 12431 for that corresponding time period.

**Key Objectives**

1. Allocate additional USW Local 12341-01 personnel from the Company's employee base to main and associated service relay work, as well as growth main and services, including directional drilling (HDD).
2. Allow contractor crews performing main installation, the flexibility of performing live gas main and large service connections in conjunction with their assigned projects, as deemed appropriate by the Company.

**Staffing:**

The Company agrees to internal Construction staffing and resource allocation from the existing C+M roster as follows:

- a.) Baseline Construction staff of seventeen (17)  
2010 allocation of Construction staff as follows:

	<b>Providence</b>	<b>Total</b>
Technician A	8	8
Technician B	13	13
Technician C	2	2
Laborer/Temp	6	6

Laborer		
<b>Total</b>	<b>29</b>	<b>29</b>

- b.) First-in/Last-out prior to utilizing outside contractors on growth service work only and regardless of growth service work, full Construction complement to be engaged in construction work between April 1 and December 1. (less vacation, light duty, absence, training, upgrades, trainee use, etc)
- c.) First in/Last-out prior to utilizing outside contractors on growth main installation,  $\leq$  4' plastic main and  $\leq$  750', work only, and regardless of growth main work, full Construction complement to be engaged in construction work between April 1 and December 1 (less vacation, light duty, absence, training, upgrades, trainee use, etc).
- d.) Construction crew staffing compliment will share in reduction of staff as noted in b & c above, but will not be reduced by more than 33% of the C+M staff available(after absences and backfilling).
- e.) This does not prohibit the Company from assigning other Maintenance personnel to Construction based on business need as determined by the Company.
- f.) Crew employees assigned to Construction activities will return to maintenance activities when construction workload decreases and/or during winter operations.
- g.) Crew configuration and crew counts may be altered to deliver optimal results depending on job type, site conditions and personnel availability due to absences and vacations.
- h.) The Company agrees to assign a minimum of eight (8) crew personnel to construction work if at any time outside contractors are performing construction work during winter operations.
- i.) In the event of favorable crew productivity, permits, maintenance workload and weather conditions, the Company will continue construction activities above the minimum of eight (8) referenced above for as long as conditions allow.

### **Live Gas Main and Large Service Connections**

In order to staff the additional construction crews and to deploy a more effective overall construction process, contractor crews will be allowed to perform live gas main and large service connection work at the discretion of the Company. Such crews may be scheduled at the contractor's discretion.

Live gas main and large service connections performed by the contractor will be governed as specified under this agreement. Therefore, the Union does not give up its current negotiated right to main and large service connections except as referenced in this document. All other "live gas" issues are addressed and agreed in the C+M agreement Section 1.2 dated May 21, 2010.

### **Contractor Oversight**

During the life of the agreement, the Company will assign Inspector A employees to act as oversight over the contractors performing main and large service connection crews, and will be responsible to ensure the quality of work, provide direction / input to allow the contractor to be efficient and safe.

All live gas main and large service connections by contractors will be performed under the direct oversight of the responsible Inspector A or other qualified C+M employee (Technician A, Field Trainer).

Should an unplanned interruption or other system emergency occur, the contractor shall, under the direction of the A Inspector or other qualified C+M personnel, make the situation safe. All permanent repairs and/or restoration needed will be performed by Local 12431 personnel as is current practice.

### **Auxiliary Operations**

The Company will utilize the HUB dump truck function, Field Trainer or any other Auxiliary Operations personnel to assist and support the construction crews as needed. Such support personnel will not be considered part of the agreed crew personnel level of twenty-nine (29). Deployment of support resources will be discussed between the Company and the Union and adjusted as needed for optimal performance based on workload and resource requirements.

### **Managed Competition in Construction**

The Company will run its construction activities within a managed competition framework.

The use of Local 12431 employees for construction work above the established baseline will be determined by the Union's ability to compete, which will be tracked on a balanced scorecard measuring the following:

#### **To Be Discussed**

The Company and the Union will monitor the performance and review the results on a bi-monthly basis. If targets are not being achieved, the Company and the Union agree to engage in cooperative efforts to make the necessary performance improvements during the construction season.

The balanced scorecard results at the end of the construction season will determine resource allocation to construction work for the next construction season, as follows:

- i. *Above targets* = due consideration given to increasing resource allocation, so long as workload warrants;
- ii. *On targets* = maintain previous year's resource allocation; or
- iii. *Below targets* = reduce resource allocation in construction

In recognition that it will take time to embed this model, there will be no reduction in Construction allocation during the 2011 and 2012 construction seasons.

- 2010 - Ramp up → no reduction from 25 in 2011
- 2011 - Stabilize model → no reduction from 25 in 2012
- 2012 - Model embedded → potential reduction from 25 in 2013 based on 2012 performance, but not to fall below baseline level of 13
- 2013 - Model embedded - potential reduction or increase from 29 in 2014 based on 2013 performance but not to fall below baseline level of 17
- 2014 - Model embedded - potential reduction or increase from 2014 staffing level in 2015 based on 2014 performance but not to fall below baseline level of 17
- 2015 - Model embedded - potential reduction or increase from 2015 staffing level in 2016 based on 2015 performance but not to fall below baseline level of 17

### **Construction Improvement Process Team**

The Company and Union shall name a Construction Improvement Process Team that will meet on a bi-weekly basis (or as necessary) to review the overall effectiveness of this program and to work together in good faith to make appropriate modifications to maximize the opportunities for success during the life of the agreement.

The team will work cooperatively to select the most qualified personnel to participate in this program and will also work in partnership to review overall construction workload to determine the optimum deployment of construction personnel.

**Administrative Issues**

Unless specifically modified here, all other agreements between the parties remain in full force and effect.

This agreement is without practice or precedent and, if cancelled at any time, will not be cited by either party in any other matters between the Union and the Company.

**LOCAL 12431**  
**METER OPERATIONS AGREEMENT**

1. All current National Grid Meter Operations employees within Local 12431 on the property as of May 21, 2010 will be mapped into the new Meter Operations Instrument Mechanic classification at their existing wage rates (unless specifically outlined in this agreement).

<b><u>Current Meter Service</u></b>	<b><u>New Meter Service</u></b>
AMR Repair Technician & Meter Tester/Meter Reading, AMR Repair & Meter Tester, Meter Repair	Meter Operations Instrument Mechanic

- 1.1 All Meter Operations employees will be required to become trained and qualified to perform all duties within their new classification.

**2. Meter Operations Department – Schedule of Wages:**

Title	1	2	3	4	5
Meter Operations Instrument Mechanic	\$33.00	\$31.67	\$29.65	\$28.28	\$26.39

- Step progressions will continue to progress as follows; step (4) after 3 mos., step (3) after 3 mos., step (2) after 12 mos. and step (1) after 12 mos.

3. The new Meter Operations Instrument Mechanic job description will be as follows:

**Meter Operations Instrument Mechanic**

- Telemetering installation and maintenance
- Correctors installation and maintenance
- Turbine meter maintenance
- Large volume meter ERT installation and repair
- Pulse output installation
- Field testing of large volume meters.
- Pickup and delivery of meter related materials as necessary.
- ERT setup, installation and repair in shop for large volume meters as backup as determined by the Company.
- Perform field training as directed by the Company
- Assist Company personnel as needed (with related Meter Operations duties)

*\* The company will continue to tag, decal, read erts, and palletize meters, However, this work will be transitioned as part of the meter processing for all meters.*

*\*\* Residential field ERT work will primarily be performed within the CMS career path, however this does not preclude the Company from utilizing Meter Operations Instrument Mechanics from performing these duties at the discretion of the Company.*

4. All meter processing will be transitioned out of Local 12431. Time frame to be determined by the Company

5. The Company agrees to maintain the existing Meter Operations Instrument Mechanic employees and attrite to no less than four (4) Meter Operations Instrument Mechanics during the term of the current collective bargaining agreement.
6. The existing employees within Meter Repair classification at the step 3 wage will be mapped into the step 2 wage rate of \$31.67 effective May 21, 2010.
7. This resolves any and all current or pending grievances within the Meter Service Department (referred to now as Meter Operations).
8. This agreement supersedes all other agreements regarding transitioning of meter shop activities.

**12431 CLOTHING ALLOWANCE AGREEMENT FINAL – 5/20/2010**

It is agreed between National Grid (The Company) and The United Steelworkers, Local 12431 (The Union), to replace the current rental program within with the following annual allowance and footwear program:

The Company will provide each employee with one (1) set of inclement weather gear which shall be worn when necessary. Each employee will be responsible for maintaining his/her gear, and replacements will be made on a “turn in” basis when deemed necessary by the Company.

Employees in the Customer Metering Services (including Meter Operations), Field Operations (including Construction & Maintenance and Instrumentation & Regulation) departments shall be granted annual allowances to purchase clothing and footwear that meet Company requirements from catalogs and using ordering procedures provided by the Company. Such clothing and footwear shall be worn during working hours. The allowances are as follows:

Current Titles	First Year /New Hires Clothing Allowance	First Year Boot Allowance	Total First Year	Annual Clothing Allowance	Annual Boot	Annual Total
* CMS (including grandfathered Survey Technicians)	\$750	\$150	\$900	\$425.00	\$150	\$575.00
** Grandfathered Meter Readers / Field Collector	\$440	\$150	\$590	\$425.00	\$150	\$575.00
*** Field Operations (All classifications)	\$440	\$150	\$590	\$425.00	\$150	\$575.00
Stock Room / Facilities	\$250	\$150	\$400	\$250	\$150	\$400

\* FR clothing required and must be purchased from Company approved vendor

\*\* May purchase Non-FR clothing from a Company approved vendor.

\*\*\* As long-sleeved T-shirts are to be worn under the fire suit, on a one-time basis, 5 long-sleeved t-shirts will be provided to all existing Ops & Construction employees and to future new hires.

\*\*\*\* LNG/I+R employees assigned to plant operations will also be provided select FR clothing items from attached list).

**I & R / LNG**

Employees in LNG Operations, as well as, I&R employees who can be assigned to LNG Operations will be provided FR clothing items in addition to their annual clothing allowances as determined by the Company to be worn during assignments in LNG Operations. Employees will be provided the following on a one time basis \*\*:

- 3 long sleeve shirts \*
- 3 pants \*
- 1 spring / summer coat
- 1 winter coat
- 1 vest liner
- 1 hooded sweatshirt

\* If a new employee elects, the 3 sets of shirts / pants can be substituted with one set of FR coveralls.

\*\* Replacement of these I&R / LNG clothing items will be on an as needed basis and must be returned to the Company to be replaced. Employees are responsible for care and laundering of this clothing. Any changes to this list will be discussed with Local 12431.

Employees will be permitted to apply any dollars that remain from either their footwear allowance to their clothing allowance or vice versa on an annual basis. No part of the allowance may be carried over from one year to the next.

The Company will initiate the “First Year” clothing / boot order in June 2010, followed by the first “Annual” clothing / boot order in the Fall 2010 (September / October timeframe).

Any reasonable request for a replacement garment due to damage or contamination will be honored.

Uniforms are only to be worn by Company employees for Company business related purposes. Employees provided with uniforms by the Company are required to wear them while on duty for the Company.



L-1

November 23, 2002

Mr. Raymond Lang  
53 Larkin Avenue  
Warwick, R I 02886

Raymond:

It is the intention of the company to establish a 12-hour shift for four (4) Utility men in our Gas Control department. This shift will be in place from December 1<sup>st</sup> to March 31<sup>st</sup>. The shift is being established to insure the safe and efficient operation of our LNG facilities during the normal heating season.

The particulars for pay practices for the 12-hour shift are as follows:

1. **Waiver of Article V: Section 1**

For the purpose of determining overtime, the basic workweek shall consist of 3 Twelve-hour days, and 1 four-hour day and a 40-hour workweek.

2. **Waiver of Article V: Section 2**

Time and one-half shall be paid for all hours worked in excess of twelve (12) hours in any one (1) day or in excess of forty (40) hours in any one week.

3. **Article VII: to include 12-hour shift schedule**

Holidays worked will be paid at the rate of 8 hours holiday pay plus time and one-half for hours worked.

A holiday taken on a normally scheduled 12-hour workday will be considered one and one-half holidays (12 hours).

A holiday taken on a normally scheduled four (4) hour workday will be considered one-half of a holiday (4 hours).

L-1 (continued)

4. **Article X: Section 1: Clarifications**

A benefit day shall consist of 8 hours.

If sickness or disability occurs on a scheduled twelve (12) hour workday, it will be considered one and one-half benefit days.

If sickness or disability occurs on a scheduled four (4) hour workday, it will be considered one-half of a benefit day.

If you have any questions pertaining to this change please contact me at 272.5040, ext. 6306.

Sincerely,

Bud Butler  
Director of Labor Relations

CC: Gary Munroe  
John Doyle  
Charlie Aitkens  
John Allen

L-4

Subject: Fleet Proposal

Proposed New Language:

Attached documents outline the following Fleet *Proposals*:

- Tool *Proposal*
- New Job Descriptions and Classifications
- ASE Certification

L-4 (continued)

**MEMORANDUM OF AGREEMENT**

**Subject: Fleet Proposal**

**Proposed New Language:**

**Attached documents outline the following Fleet Proposals:**

- **Tool Proposal**
- **New Job Descriptions and Classifications Proposal**
- **ASE Certification Proposal**
- **Present Wages (as of the date of this Proposal)**

\_\_\_\_\_  
Raymond Lang, President, Local 12431-01, USWA

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

\_\_\_\_\_  
Representative of The Narragansett Electric Company

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

05/18/2007 10:59 AM

L-4 (continued)

**National Grid USA Companies  
Tool Proposal To United Steel Workers  
Of America Local 12431-01  
(AFL-CIO-CLC)**

The Company will sell existing company-owned assigned tools and tool boxes to each repair person/technician for the sum of one dollar. Repair person/technician must remain in this present roster for one year. Should a repair person/technician leave the roster within a year after the contract date for any reason, he/she will return the tools and tool box to the Company and the Company will return the one dollar.

There will be no tool allowance nor will the Company replace lost or damaged employee tools. The repair person/technician is responsible to lock the tool box when not in use.

Pneumatic tools which are part of the tools to be sold to individuals will be repaired or replaced by the company for each repair person/technician. The company will determine when a pneumatic tool will be replaced, generally if the cost to repair exceeds 60% of the purchase of a replacement tool.

The Company will purchase, maintain or replace shop tools to include any specialty hand tools, meters, or test equipment.

The Company will retain one complete set of tools and box for anyone bidding into the department from within the Local. These tools can be used for up to one year by the new repair person/technician, after which time that individual will be responsible to purchase his/her own tools.

All new hires from outside of the Local will be responsible to supply their own tools, which consist of the following tools listed below.

**Fleet Repair Person / Technician Required Tools**

**1/4" Drive**

SAE Deep and Shallow 1/4" – 7/16"

Metric Deep and Shallow 8mm – 13mm

1/4" Ratchet

1/4" Swivel

1/4" - 3/8" adaptor

Miscellaneous Extensions

**3/8" Drive**

SAE Deep and Shallow 6 & 12 Point 3/8" – 7/8"

SAE Swivel Sockets 3/8"to 3/4"

Standard and Impact SAE & Metric sets

Metric Swivel Sockets 10mm – 18mm

L-4 (continued)

Metric Sockets 10mm – 19mm  
Torx Socket set T8 – T55  
Metric Deep and Shallow 6 & 12 Point sets  
3/8" Allen (hex) sockets  
Standard and Impact 6 & 12 Point sets  
3/8" to 1/4" adapter  
3/8" Air Ratchet  
3/8" to 1/2" Adapter  
3/8" Ratchet and Breaker Bar  
3/8" Extension Assortment  
Spark Plug Sockets  
3/8" Drive Impact Swivel  
3/8" Air Ratchet

### **1/2" Drive**

Standard and Impact Sockets  
SAE Deep and Shallow 6 & 12 Point 7/16" – 1 1/4"  
1/2" Ratchet and Breaker Bar Set  
Metric Deep and Shallow 6 & 12 Point 13mm – 22mm  
1/2" Extension Assortment Set  
1/2" Drive Impact Swivel Sockets 1/2" – 3/4"  
1/2" Impact Swivel  
1/2" Dive Metric Swivel Sockets 13mm – 22mm  
1/2" to 3/4" Adapter  
1/2" Drive Impact Wrench

### **Wrenches**

SAE 1/4" – 1 1/4"  
SAE Tubing Wrench Set  
Metric Tubing Wrench Set  
Metric 7mm – 30mm Set

### **Pliers**

Diagonal Pliers (Cutting) Assortment  
Water Pump Pliers Assortment  
Wirer Strippers and Crimpers  
6" and 8" Pliers  
Vise Grip Pliers Assortment  
Needle Nose Pliers Assortment  
Snap Ring Pliers Assortment

### **Screw Drivers**

Phillips Set  
Straight Blade Set  
Torx Drive Set

L-4 (continued)

**Miscellaneous Tools**

Pry Bar Assortment  
Pick Set  
Small Punch and Chisel Set  
Gasket Scraper  
Hammers three sizes  
Inspection Scraper  
Hack Saw  
Putty Knife  
Crescent Wrenches 4", 6" and 8"  
Air Blow Gun  
Mechanics Mirror  
Battery Service Tools  
Oil Filter Wrench  
Test Light  
Feeler Gauges .010 - .035  
Fender Cover  
Brake Service Tool Set

**Tool Boxes**

Locking Top Chest  
Locking Bottom Roll-a-way Box

L-4 (continued)

**National Grid USA Companies  
ASE Certification To United Steel Workers  
Of America Local 12431-01  
(AFL-CIO-CLC)**

New employees to the Fleet department must obtain two required ASE certificates within one year before they may progress from 3/Class to 2/Class. The three required ASE certificates, listed in the 3/C job description, are ASE certificates T-1 Gasoline Engines, T-3 Drive Train and T5 Suspension. If the 3/C technician does not obtain these two certificates within the year, he/she must leave the Fleet roster.

A 2/C technician must obtain three required ASE certificates within two years before they may progress from 2/C to 1/C. The three required ASE certificates, listed in the 2/C job description, are ASE certificates T-2 Diesel Engines, T-4 Air Brakes, and T-8 Preventive Maintenance Inspection. If the 2/C technician does not obtain these three certificates within the two years, he/she must leave the Fleet roster.

A 1/C technician must obtain three required ASE certificates within two years before they become fully qualified. The two required ASE certificates, listed in the 1/C job description, are ASE certificates E-3 Auxiliary Systems, T-3 Drive Train, and T-6 Electronic Systems. If the 1/C technician does not obtain these three certificates within two years, he/she must leave the Fleet roster.

The company will supply a copy of study guides for each one of these certificates to each technician taking these tests.

The company will pay for each test, up to three times for each certificate. If the technician does not pass after the third time, he/she will be required to pay for all subsequent tests.

Technicians are required to maintain active ASE certificates as required by the appropriate job description. When an ASE certificates expire after five years, the technician must pass the recertification test. If the ASE certificate expires and the technician does not pass the recertification test, he/she will have one year to obtain the ASE certificate or leave the Fleet roster.

Existing employees in the Gas Company roster are encouraged to obtain these certifications, but it is not required. All existing employees on the roster will be grandfathered but may participate voluntarily in the certification program and receive applicable bonuses.

A one-time bonus will be paid to any Fleet technician who obtains ASE certificates required for each technician classification. (For example, if an existing employee obtains E-3, T-3 and T-6 as listed in the 1/C job description, he/she will receive a bonus).



**Schedule of Wages**

**Effective May 22, 2010**

**LOCAL 12431**

Effective June 29, 2013, a 2.50% general wage increase  
Effective June 28, 2014, a 2.50% general wage increase  
Effective June 27, 2015, a 2.50% general wage increase  
Effective June 25, 2016, a 2.50% general wage increase

Effective 4/1/07, employees are eligible for the National Grid goals program, a bonus plan with a target payout of 3.5% of all wages in a fiscal year. Eligible wages are aggregated from April 1 to March 31 each year and any bonus due is paid in June. The first bonus payment under this agreement would be payable in June 2008. All aspects of the operation and continuation of the program including, but not limited to the definition of performance measures, the setting of targets and the determination of results are at the sole discretion of the Company.

**Support Services**

<b>Office Technician</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190269	\$15.38	\$15.76	\$16.16	\$16.56
Step [2]	81190270	\$17.74	\$18.18	\$18.64	\$19.10
Step [3]	81190271	\$19.98	\$20.48	\$20.99	\$21.52
Step [4]	81190272	\$22.04	\$22.59	\$23.16	\$23.73
Step [5]	81190273	\$23.83	\$24.43	\$25.04	\$25.66
Step [6]	81190274	\$26.07	\$26.72	\$27.39	\$28.07
Step [7]	81190275	\$27.81	\$28.51	\$29.22	\$29.95
Step [8]	81190276	\$28.70	\$29.42	\$30.15	\$30.91

- Step progressions will be on an annual basis, unless otherwise noted.
- Current employees who bid the Office Technician position will be placed at Step 4.
- Employees who held the former title of Office Clerk will be placed at step 8.

**Stores**

<b>Stock Material Clerk</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190033	\$29.15	\$29.88	\$30.63	\$31.39
Step [2]	81190034	\$29.56	\$30.30	\$31.06	\$31.83
Step [3]	81190035	\$30.58	\$31.34	\$32.13	\$32.93
Step [4]	81190036	\$31.63	\$32.42	\$33.23	\$34.06

- Step progressions will be on a 6-month basis, unless otherwise noted
- Employee experienced in similar work starts progression at Step 2 or 3, depending on such experience

**Facilities Maintenance**

<b>Maintenance Helper</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190018	\$29.15	\$29.88	\$30.63	\$31.39
Step [2]	81190019	\$30.26	\$31.02	\$31.79	\$32.59
Step [3]	81190020	\$30.68	\$31.45	\$32.23	\$33.04
Step [4]	81190021	\$31.06	\$31.84	\$32.63	\$33.45
Step [5]	81190022	\$31.68	\$32.47	\$33.28	\$34.12

- Step progressions will be on a 6-month basis, unless otherwise noted
- Through completion of Step 2, employee receives intensive training, but works only as Helper to higher-classified employee.
- Employees entering progression with no experience, who do not fulfill the requirements of the three-month probation period will not be retained as Helpers in the normal progression, but will return to former classification
- \* Applicable only to employee with approximately six (6) months' Company experience in related work. 3 months progression to Step 3

**Maintenance Repair**

	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
<b>Maintenance Repair C1.B</b>	81190023	\$32.53	\$33.34	\$34.18	\$35.03

- After 15 months as Maintenance Helper Step [5] if qualified

	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
<b>Maintenance Repair C1.A</b>	81190024	\$33.50	\$34.34	\$35.20	\$36.08

- After 15 months as Maintenance Repair, C1.B if qualified

<b>Facilities Maintenance Person</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190025	\$27.06	\$27.74	\$28.43	\$29.14
Step [2]	81190026	\$27.91	\$28.61	\$29.32	\$30.06
Step [3]	81190027	\$28.76	\$29.48	\$30.22	\$30.97

- \* For employees entering after 1/21/83
- Step progressions will be on a 6-month basis, unless otherwise noted

		<b>Fleet</b>			
<b>Auto/Truck Technician</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Auto/Truck Tech 1/C	81190040	\$34.40	\$35.26	\$36.14	\$37.05
Auto/Truck Tech 2/C	81190039	\$32.59	\$33.40	\$34.24	\$35.10
Auto/Truck Tech 3/C	81190038	\$29.58	\$30.32	\$31.08	\$31.85
Auto/Truck Utility Person*	81190037	\$25.35	\$25.98	\$26.63	\$27.30
Fleet Working Leader	81190181	\$36.83	\$37.75	\$38.69	\$39.66

- Rates are for fully qualified technicians with the required ASE certifications
- Employees entering the progression will be expected to advance to Auto/Truck Technician 1st Class. During the initial three-month probationary period, employees failing to demonstrate qualifications, or desiring to withdraw, will be restored to their former job. An employee failing to complete the requirements of any step after the probation period through Auto/Truck Technician 2nd Class will be reclassified as a C&M Laborer.
- Individuals hired directly from outside of the Company will be brought in at 75% of the 2nd Class rate, or lower, depending on experience. If an individual is brought in at 75% of the 2nd Class rate, the employee may receive the full 2nd Class rate after six months if they are qualified for 2nd Class and have received all the ASE certifications required for 3rd and 2nd Class. This employee is required to receive all ASE certifications required for 3rd and 2nd Class. This employee is required to receive all ASE certifications for 3rd and 2nd Class technicians within two years or required to leave the Fleet roster.
- 12 month progression from 3rd class to 2nd class
- 24 month progression from 2nd class to 1st class
- \*Auto/Truck Utility Person is a non-progression position

		<b>Dispatch</b>			
<b><i>Dispatch Assistant</i></b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190231	\$16.81	\$17.23	\$17.66	\$18.10
Step [2]	81190232	\$17.87	\$18.32	\$18.77	\$19.24
Step [3]	81190233	\$18.92	\$19.39	\$19.88	\$20.37
Step [4]	81190234	\$19.97	\$20.47	\$20.98	\$21.51
Step [5]	81190235	\$21.02	\$21.55	\$22.08	\$22.64

		Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
<b><i>Dispatcher</i></b>	Job Code				
Step [1]	81190236	\$24.17	\$24.77	\$25.39	\$26.03
Step [2]	81190237	\$25.80	\$26.45	\$27.11	\$27.78
Step [3]	81190238	\$27.43	\$28.12	\$28.82	\$29.54
Step [4]	81190239	\$29.06	\$29.79	\$30.53	\$31.29
Step [5]	81190240	\$30.69	\$31.46	\$32.24	\$33.05
Step [6]	81190241	\$32.32	\$33.13	\$33.96	\$34.81
Step [7]	81190242	\$33.95	\$34.80	\$35.67	\$36.56
Step [8]	81190243	\$36.46	\$37.37	\$38.31	\$39.26

- Annual Step Increase
- Incumbent 12431 employees hired prior to May 22, 2010 will enter the progression at Step 2 effective 6 months after execution of this agreement, unless otherwise mutually agreed.
- Dispatch Assistant is not a progression job to Dispatcher.

		Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
<b><i>Dispatcher (10)</i></b>	Job Code				
Step [1]	81190228	\$36.47	\$37.38	\$38.32	\$39.27
Step [2]	81190229	\$40.35	\$41.36	\$42.39	\$43.45
Step [3]	81190230	\$43.07	\$44.15	\$45.25	\$46.38

- Dispatch employees as of June 1, 2010 were grandfathered into this position. Any employee hired after June 1, 2010, would be placed in either the Dispatch Assistant or Dispatcher.

**Customer Metering Services**

<b><i>Meter Service Representative</i></b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [5]	81190254	\$16.16	\$16.56	\$16.98	\$17.40
Step [4]	81190255	\$19.39	\$19.87	\$20.37	\$20.88
Step [3]	81190256	\$21.54	\$22.08	\$22.63	\$23.20
Step [2]	81190257	\$23.19	\$23.77	\$24.36	\$24.97
Step [1]	81190258	\$24.84	\$25.46	\$26.10	\$26.75

<b><i>Meter Service Technician</i></b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [6]	81190259	\$24.09	\$24.69	\$25.19	\$25.82
Step [5]	81190260	\$26.50	\$27.16	\$27.71	\$28.40
Step [4]	81190261	\$28.70	\$29.42	\$30.01	\$30.76
Step [3]	81190262	\$30.91	\$31.68	\$32.32	\$33.12
Step [2]	81190263	\$32.02	\$32.82	\$33.48	\$34.31
Step [1]	81190264	\$35.05	\$35.93	\$36.64	\$37.56

<b><i>Working Leader</i></b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190182	\$40.18	\$41.18	\$42.21	\$43.27
Step [2]	81190183	\$42.00	\$43.05	\$44.13	\$45.23

- Step progressions will be on an annual basis, unless otherwise noted
- There is no forced progression from one classification to another
- Progressions into higher classifications as determined by the Company

<b><i>Field Collector</i></b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190154	\$27.06	\$27.74	\$28.43	\$29.14
Step [2]	81190155	\$28.52	\$29.23	\$29.96	\$30.71
Step [3]	81190156	\$32.98	\$33.80	\$34.65	\$35.52

- Progression to Step 2 after trial period of 45 work days & 6 months at Step 1
- Step progressions will be on a 6-month basis, unless otherwise noted

**Facility Locating and Leak Survey**

<b>Survey Technician</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190067	\$29.15	\$29.88	\$30.63	\$31.39
Step [2]	81190068	\$31.68	\$32.47	\$33.28	\$34.12

•Step progressions will be on a 6-month basis, unless otherwise noted

**Damage Prevention**

<b>Ops &amp; Construct Inspector C</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [2]	81190226	\$20.99	\$21.41	\$21.95	\$22.49
Step [1]	81190227	\$25.40	\$25.91	\$26.56	\$27.22

<b>Ops &amp; Construct Inspector B</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [2]	81190224	\$30.25	\$31.01	\$31.78	\$32.58
Step [1]	81190225	\$36.87	\$37.79	\$38.74	\$39.70

<b>Ops &amp; Construct Inspector A</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190223	\$37.43	\$38.37	\$39.32	\$40.31

- Step progressions will be on an annual basis, unless otherwise noted
- No automatic progression
- New hires directly into the DPG/Inspector group will start at 100% of the bottom rate
- Incumbent employees from outside the department as of May 21, 2010 will enter at the Inspector C (Step 1) unless otherwise mutually agreed
- All employees entering the DPG/Inspector group from outside departments hired after May 21, 2010 will enter the new progression at Inspector C (Step 2) unless otherwise mutually agreed

**Construction & Maintenance**

		Effective	Effective	Effective	Effective
<b>Laborer</b>	Job Code	6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [2]	81190202	\$17.24	\$17.67	\$18.11	\$18.57
Step [1]	81190203	\$20.91	\$21.43	\$21.97	\$22.52
<b>Saw Cutter</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [3]	81190244	\$19.48	\$19.97	\$20.47	\$20.98
Step [2]	81190245	\$22.53	\$23.09	\$23.67	\$24.26
Step [1]	81190246	\$25.58	\$26.22	\$26.87	\$27.55
<b>Technician C</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [2]	81190200	\$25.40	\$26.04	\$26.69	\$27.35
Step [1]	81190201	\$28.72	\$29.44	\$30.17	\$30.93
<b>Technician B</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [2]	81190198	\$34.71	\$35.58	\$36.47	\$37.38
Step [1]	81190199	\$35.73	\$36.62	\$37.54	\$38.48
<b>Technician A</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [1]	81190197	\$40.14	\$41.14	\$42.17	\$43.23
<b>QA/QC Assessor</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [1]	81190195	\$41.25	\$42.28	\$43.34	\$44.42
<b>Field Trainer</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [1]	81190196	\$43.28	\$44.36	\$45.47	\$46.608
<b>C&amp;M Working Leader</b>	Job Code	Effective	Effective	Effective	Effective
		6/29/2013	6/28/2014	6/27/2015	6/25/2016
Step [1]	81190250	\$43.28	\$44.36	\$45.47	\$46.61

- Step progressions will be on an annual basis, unless otherwise noted
- Incumbent employees from outside the department as of May 21, 2010 will enter at the Technician C (Step 2), but will be paid the Step 1 rate unless otherwise mutually agreed
- All employees entering C&M from outside departments hired after May 21, 2010 will enter the new progression at Laborer (Step 2) unless otherwise mutually agreed
- Automatic progression to top of Technician C only for personnel hired after May 21, 2010.
- Current Local 12431 members who enter C&M will be allowed to progress to Technician B in the new progression
- Incumbent C&M employees already in Technician progression will progress to top of C&M Tech B as per former progression schedule below



<b>Crew Technician B</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [4]*	81190175	\$32.01	\$32.81	\$33.63	\$34.47
Step [5]	81190176	\$33.08	\$33.91	\$34.75	\$35.62
Step [6]	81190177	\$33.75	\$34.59	\$35.46	\$36.35
Step [7]	81190178	\$34.71	\$35.58	\$36.47	\$37.38
Step [8]	81190179	\$35.73	\$36.62	\$37.54	\$38.48

- Step progressions will be on a 6-month basis, unless otherwise noted
  - Employees achieving a Service Tech A classification may enter the program at Step 5
  - Employees who have been Regulator Repair/Utility Operators for at least three (3) years may enter the progression at Step 5
  - If an employee fails to obtain Class A CDL license, they will remain in the Step 7 classification until such time that license is obtained
- \* Existing employees with one and one-half years of regular employment, roster time, entry point.

### Auxiliary Operations

<b>Auxiliary Ops Technician B</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [4]	81190288	\$25.40	\$26.04	\$26.69	\$27.35
Step [3]	81190279	\$28.72	\$29.44	\$30.17	\$30.93
Step [2]	81190214	\$32.53	\$33.34	\$34.18	\$35.03
Step [1]	81190215	\$34.71	\$35.58	\$36.47	\$37.38

- Step progressions will be on an annual basis, unless otherwise noted
- No automatic progression
- Incumbent employees from outside the department as of May 21, 2010 will enter at the Auxiliary Operations Technician C (Step 2) unless otherwise mutually agreed

<b>Auxiliary Ops Welder C</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [2]	81190221	\$26.51	\$27.17	\$27.85	\$28.55
Step [1]	81190222	\$29.27	\$30.00	\$30.75	\$31.52

<b>Auxiliary Ops Welder B</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [2]	81190219	\$31.48	\$32.27	\$33.07	\$33.90
Step [1]	81190220	\$36.87	\$37.79	\$38.74	\$39.70

<b>Auxiliary Ops Welder A</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190218	\$37.98	\$38.93	\$39.90	\$40.90

- Step progressions will be on an annual basis unless otherwise noted
- All employees entering Auxiliary Ops-Welding from outside departments hired after May 21, 2010 will enter the new progression at Welder C (Step 2) unless otherwise mutually agreed

<b>Auxiliary Ops Technician Special</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190251	\$36.74	\$37.66	\$38.60	\$39.56

<b>Tool Room Attendant</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190290	\$36.74	\$37.66	\$37.74	\$38.69

### Maps and Records

<b>Maps and Records Technician II</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190283	\$23.58	\$24.16	\$24.77	\$25.39
Step [2]	81190284	\$25.63	\$26.27	\$26.92	\$27.60
Step [3]	81190285	\$30.75	\$31.52	\$32.31	\$33.11

<b>Maps and Records Technician I</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [1]	81190280	\$30.24	\$30.99	\$31.77	\$32.56
Step [2]	81190281	\$31.78	\$32.57	\$33.38	\$34.22
Step [3]	81190282	\$34.95	\$35.82	\$36.72	\$37.64

- Current USW 12431 Technician II who bid a Tech I will be placed at step 2 Technician I
- Current USW employees who bid into Maps & Records will be placed at the step 2 Technician II.

### Corrosion

<b>Corrosion Tester</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [2]	81190212	\$28.16	\$28.86	\$29.59	\$30.33
Step [1]	81190213	\$30.38	\$31.14	\$31.92	\$32.72

<b>Corrosion Technician</b>	Job Code	Effective 6/29/2013	Effective 6/28/2014	Effective 6/27/2015	Effective 6/25/2016
Step [3]	81190209	\$32.04	\$32.84	\$33.66	\$34.50
Step [2]	81190210	\$33.70	\$34.54	\$35.41	\$36.29
Step [1]	81190211	\$35.34	\$36.22	\$37.13	\$38.06

- Step progressions will be on an annual basis, unless otherwise noted
- No automatic progression to Corrosion Technician, based on Company needs
- Incumbent employees from outside the department as of May 21, 2010 will enter at Corrosion Tester (Step 1) unless otherwise mutually agreed
- All employees entering Corrosion from outside departments hired after May 21, 2010, will enter the new progression at Corrosion Tester (Step 2) unless otherwise mutually agreed
- New hires directly into Corrosion will start at 75% of the bottom rate

**Instrument and Regulations**

		Effective	Effective	Effective	Effective
	Job Code	6/29/2013	6/28/2014	6/27/2015	6/25/2016
<b><i>I&amp;R and Production Tech/Mech D</i></b>					
Step [2]	81190266	\$17.24	\$17.67	\$18.11	\$18.57
Step [1]	81190267	\$20.98	\$21.50	\$22.04	\$22.59
<b><i>I&amp;R and Production Tech/Mech C</i></b>					
Step [2]	81190002	\$25.39	\$26.02	\$26.67	\$27.34
Step [1]	81190287	\$28.70	\$29.42	\$30.15	\$30.91
<b><i>I&amp;R and Production Tech/Mech B</i></b>					
Step [2]	81190001	\$34.69	\$35.56	\$36.45	\$37.36
Step [1]	81190286	\$36.40	\$37.31	\$38.24	\$39.20
<b><i>I&amp;R and Production Tech/Mech A</i></b>					
	Job Code	Effective	Effective	Effective	Effective
	81190000	6/29/2013	6/28/2014	6/27/2015	6/25/2016
		\$38.11	\$39.06	\$40.04	\$41.04

- Step progressions will be on an annual basis, unless otherwise noted
- Employees as of June 29, 2013, who bid into I&R will be placed at step1, Technician C
- Automatic progression to step1, Technician B

<b><i>Crew Leader</i></b>	81190265	\$40.13	\$41.13	\$42.16	\$43.22
<b><i>Working Leader I&amp;R Pressure Regulation</i></b>	81190247	\$42.25	\$43.31	\$44.39	\$45.50

		Effective	Effective	Effective	Effective
	Job Code	6/29/2013	6/28/2014	6/27/2015	6/25/2016
<b><i>I&amp;R &amp; Prod Tech/Mech Electric</i></b>					
<b><i>I&amp;R &amp; Prod Tech/Mech Start EIA</i></b>	81190006	\$34.14	\$34.99	\$35.87	\$36.77
<b><i>I&amp;R &amp; Prod Tech/Mech D Elec D</i></b>	81190007	\$35.25	\$36.13	\$37.03	\$37.96
<b><i>I&amp;R &amp; Prod Tech/Mech C Elec C</i></b>	81190008	\$36.40	\$37.31	\$38.24	\$39.20
<b><i>I&amp;R &amp; Prod Tech/Mech B Elec B</i></b>	81190009	\$37.54	\$38.48	\$39.44	\$40.43
<b><i>I&amp;R and Prod Tech/Mech Elec A</i></b>	81190005	\$39.25	\$40.23	\$41.24	\$42.27
<b><i>Working Leader I&amp;R Electrician</i></b>	81190248	\$42.25	\$43.31	\$44.39	\$45.50
<b><i>Working Leader- LNG</i></b>		\$42.25	\$43.31	\$44.39	\$45.50

- Progression to A classification is only when a vacancy exists and is posted by the Company

**Meter Operations**

<b><i>Meter Ops Instrument Mechanic</i></b>	<b>Job Code</b>	<b>Effective 6/29/2013</b>	<b>Effective 6/28/2014</b>	<b>Effective 6/27/2015</b>	<b>Effective 6/25/2016</b>
Step [5]	81190204	\$29.15	\$29.88	\$30.63	\$31.39
Step [4]	81190205	\$31.24	\$32.02	\$32.82	\$33.64
Step [3]	81190206	\$32.74	\$33.56	\$34.40	\$35.26
Step [2]	81190207	\$34.99	\$35.86	\$36.76	\$37.68
Step [1]	81190208	\$36.44	\$37.35	\$38.28	\$39.24
Working Leader Meter Operations	81190249	\$40.54	\$41.55	\$42.59	\$43.66

- Step progressions will be on an annual basis, unless otherwise noted
- Progressions to Step [4] and [3] will occur after 3 months

*HA 6-6-17*  
*MB 6-6-17*  
*SW 6/6/17*  
*H 6/6/17*  
*D 6/6/17*  
*AB 6/6/17*  
*D 6-6-17*  
*MB 6-6-17*

National Grid – USW Local 12431

2017 Contract Negotiations

**Final Offer of National Grid**

*OK MPM 6/6/17*  
*OK JML 6/6/17*  
*OK fo 6-6-17*  
*OK Buj 6-6-17*

**UNANIMOUS RECOMMENDATION BY UNION COMMITTEE**

**1. Term of Agreement:**

- 1-Year, 11 Months, 9 Days – June 24, 2017 to June 1, 2019

**2. General Wage Increases:**

- June 24, 2017 2.25%
- June 23, 2018 2.25%

**3. Seniority – Lay Offs: Article XIII, Section 2.**

- For the term of this agreement, the Company agrees that it will not layoff employees in the bargaining unit hired prior to May 21, 2012.

**4. Meal Allowance:** Increase from \$11.50 to \$11.75

**5. Footwear Allowances:**

- Effective August 1, 2017, the annual clothing allowance for eligible employees is increased from \$425.00 to \$450.00.
- Effective August 1, 2017, the annual safety footwear allowance for eligible employees is increased from \$150.00 to \$175.00.

**6. Health and Welfare:**

- Medical –
  - Maintain employee contribution to PPO and Custom Choice PPO at 20% of premium. Union maintains first dollar coverage with no deductibles or coinsurance for in-network coverage. Union maintains Custom Choice PPO with the employee paying the full cost difference between the BCBS PPO company contribution and the Custom Choice PPO. Final Medical Design attached in Appendix 1. Medical changes will be effective on January 1, 2018.
  - Effective January 1, 2018, employees electing to participate in the CDHP will be eligible to establish a Health Savings Account (HSA) with \$750 (individual) to \$1,500 (family), employer provided seed money annually.

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- Dental –
  - The Company contribution percentage toward dental will remain 80%.
  - Effective 1/1/18, a second dental plan which does not provide orthodontia coverage will be offered.

**7. Other Revised Contract Language:**

- Article IV – Temporary Employees - Eliminate restriction that the six (6) month temporary period is calculated from when the first temporary employee is hired, except for temporary employees hired to perform collections work. Temporary employees hired to perform collection work will be allowed to work during their training period and the duration of the non-moratorium collection period
- Article IV – Temporary Employees – Ability to use Leak Survey contractors year round
- Article V, Section 2 – Sunday Work – Any work performed on Sunday, which is part of an employee’s normal shift, will be paid at time and one half
- Article V, Section 4 – Changes in Conditions – Delete reference to “gas” utility
- Article X, Section 1 – Sick Time – Employees can access sick leave accrual after completing 3 months of employment
- Article X, Section 1 – Sick Time – Modify three step progressive discipline rule
- Article X, Section 1 – Sick Time – When feasible, in the event that the employer is able to provide light duty work within the employee’s department, the employee shall return to light duty

**8. CMS**

- Create six (6) CMS Fitting Lead positions
- Add one (1) incremental CMS Clerk position. Maintain three (3) CMS Working Leaders throughout the term of contract
- Reduce MSR progression by one step and increase bottom wage rate
- Establish a two(2) year departmental hold for all external hires and internal successful bidders

**9. C&M**

- Add four (4) positions to the general C&M roster by December 31, 2017
- Hire four (4) temporary employees for the start of the 2018 construction season

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- Remove Welder positions from C&M progression. In order to be eligible to bid C&M shifts, employee must have met all the C&M qualifications and progression steps
- Establish Inspector A employees act as oversight for complex construction for work normally performed by USW 12431 or Mains and Services contractors on transmission pipe and regulator station installation projects

**10. I&R and LNG**

- Establishment of a testing requirement for applicants hired outside of C&M and CMS
- Clarify Emergency Coverage and Winter Vaporization call in

**11. Fleet**

- Amend Working Leader job responsibilities
- Provide a one (1) time stipend of \$250 for employees who currently hold and/or obtain a State Vehicle Inspector's License
- Establish a two (2) year department hold for all external hires and internal successful bidders into CMS
- Establish Fleet career path with increased wage rates and shortened progression schedule

**CONTRACT EXPIRATION DATE: June 1, 2019**



### Local 12431 PPO Final Offer

BCBS PPO	Current National PPO In-Network	National PPO 2018 In-Network	National PPO 2019 In-Network
Deductible (individual)	\$0	\$0	\$0
Deductible (family)	\$0	\$0	\$0
OOPM (individual)	\$6,350	\$6,350	\$6,350
OOPM (family)	\$12,700	\$12,700	\$12,700
Co-insurance	100%	100%	100%
Office Visit (PCP/ Mental health)	\$15/ \$15	<del>\$20</del> \$20	<del>\$25</del> \$25
Office Visit (SPC)	\$20	<del>\$25</del>	<del>\$30</del>
Preventive Care	100% (subject to schedule)	100% (subject to schedule)	100% (subject to schedule)
Adv Radiology	\$50 copay, or 100% if service obtained at free standing / non hospital facility	\$50 copay, or 100% if service obtained at free standing / non hospital facility	\$50 copay, or 100% if service obtained at free standing / non hospital facility
Diagnostic Xray/Lab	100%	100%	100%
Emergency Room	\$50 copay (waived if admitted)	<del>\$100 (waived if admitted)</del>	<del>\$100 (waived if admitted)</del>
Urgent Care	\$20	<del>\$25</del>	<del>\$30</del>
In Patient Hospital (incl Mental Health)	100%	100%	100%
Out Patient Surgery	100%	100%	100%
Pharmacy Programs	Current Programs	All Utilization Programs	All Utilization Programs
Pharmacy Retail			
Generic	\$10	\$10	\$10
Preferred Brand	\$25	<del>\$30</del>	<del>\$30</del>
Non-preferred	\$40	<del>\$50</del>	<del>\$50</del>
Pharmacy Mail			
Generic	\$20	\$20	\$20
Preferred Brand	\$50	<del>\$60</del>	<del>\$60</del>
Non-Preferred	\$80	<del>\$100</del>	<del>\$100</del>

## Local 12431 Custom Choice PPO Final Offer

BCBS PPO	Current Custom Choice PPO In Network	Current Custom Choice PPO Out-of-Network	Custom Choice PPO In Network 2018	Custom Choice PPO In Network 2019
Deductible (individual)	\$0	\$200	\$0	\$0
Deductible (family)	\$0	\$800	\$0	\$0
OOPM (individual)	\$6,350	\$2,000	\$6,350	\$6,350
OOPM (family)	\$12,700	\$4,000	\$12,700	\$12,700
Co-insurance	100%	80%	100%	100%
Office Visit (PCP/ Mental health)	\$5/\$5	80%*	\$10/\$10	\$15/\$15
Office Visit (SPC)	\$5	80%*	\$15	\$20
Preventive Care	100%	80%*	100% (subject to schedule)	100% (subject to schedule)
Adv Radiology	100%	80%*	100%	100%
Diagnostic Xray/Lab	100%	80%*	100%	100%
Emergency Room	\$25 copay (waived if admitted)		\$30 copay (waived if admitted)	\$35 copay (waived if admitted)
Urgent Care	\$5	80%*	\$15	\$20
In Patient Hospital (incl Mental Health)	100%	80%*	100%	100%
Out Patient Surgery	100%	80%*	100%	100%
Pharmacy Programs	Current Programs	Current Programs	All Utilization Programs	All Utilization Programs
Pharmacy Retail				
Generic	\$3	\$20	\$10	\$10
Preferred Brand	\$3	\$30	\$15	\$20
Non-preferred	\$15	\$50	\$25	\$35
Pharmacy Mail				
Generic	\$6	\$40	\$20	\$20
Preferred Brand	\$6	\$60	\$30	\$30
Non-Preferred	\$30	\$100	\$50	\$50

## Local 12431 CDHP Final Offer

	Current CDHP In Network	Current CDHP Out of Network	CDHP In Network Out of Network deductibles and OOPM are 2x's the In-network Co-Insurance 70% 1/1/18- 12/31/19 BCBS
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>
Deductible (individual) *		\$1,500	\$1,550
Deductible (family) *		\$3,000	\$3,100
OOPM (individual)	\$3,200	\$6,000	\$2,700
OOPM (family)	\$6,400	\$12,000	\$5,400
Co-insurance *	90%*	70%*	90%*
Office Visit (PCP) *	90%*	70%*	90%*
Office Visit (SPC) *	90%*	70%*	90%*
Preventive Care	100% (subject to schedule)	100% (subject to schedule)	100% (subject to schedule)
Adv Radiology *	90%*	70%*	90%*
Diagnostic Xray/Lab *	90%*	70%*	90%*
Emergency Room *	90%*	70%*	90%*
Urgent Care *	90%*	70%*	90%*
In Patient Hospital *	90%*	70%*	90%*
Out Patient Surgery *	90%*	70%*	90%*
Pharmacy Programs	Current Programs	Current Programs	Preventive Drug List All Utilization Programs
Pharmacy Retail			
Generic	90%*	70%*	90%*
Preferred Brand	90%*	70%*	90%*
Non-preferred	90%*	70%*	90%*
Pharmacy Mail (90day supply)			
Generic	90%*	70%*	90%*
Preferred Brand	90%*	70%*	90%*
Non-Preferred	90%*	70%*	90%*
HSA Seed subject to healthy behaviors	N/A	N/A	\$750/\$1,500

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
USW 12431

ARTICLE IV

New Employees and Discharges

**Section 3. Temporary Employees**

It is the intention of the Company to maintain a full-time workforce throughout the year. When the Company recognizes and/or foresees the need for additional manpower to respond to workload peaks or to perform work that exceeds the current workforce capability, the Company will notify the Union and, if internal flexibility assignments cannot be agreed to between the Company and the Union, the Company may hire temporary employees. Temporary employees will be employed with the distinct understanding that their term of employment with the Company will not extend beyond the end of the temporary period as provided for in the following paragraph.

The temporary period for any job assignment or discrete special project shall not be less than two (2) weeks or more than six (6) months ~~after from~~ the ~~time date~~ the first temporary employee is employed for that job assignment or discrete special project unless otherwise mutually agreed, except for employees hired to perform collections work. Temporary employees hired to perform collections work will be allowed to work during their training period and the duration of the non-moratorium collection period

During this temporary period, the Company may discharge or discipline a temporary employee at its sole discretion. Temporary employees can not bid local USW 12431 postings. Temporary employees can bid on company postings, however, they do not have any contractual rights to the job. If, at the end of a temporary period, a temporary employee becomes a regular employee in the same department, that employee's period of a temporary employment shall be credited toward the six (6) month probationary period as defined in Article IV, Section 1.

A temporary employee will not be scheduled for overtime unless all bargaining unit employees in the same job classification have been offered the equivalent amount of overtime. This provision does not apply to incidental overtime up to one and one half (1-1/2) hours in any day to which a temporary employee may be assigned after the start of the employee's shift.

No employee will be employed for more than six (6) months of temporary employment in a calendar year except by mutual agreement between the parties. The Company may employ or transfer an employee for an additional temporary work period but will immediately notify the Union President and continue the employee in temporary employment only if agreed by the Union.

It is not the intention of the Company to, in effect, provide continuous employment for any employee while calling that employee a temporary employee for successive temporary periods.

The Company will not employ a temporary employee for a particular job assignment if an employee who is qualified to perform the job assignment within the meaning of Article VIII, Section 2, Paragraph 1 has recall rights as provided in Article VIII, Section 2, Paragraph 6. The Company may employ a temporary employee to perform Field Collections work, including physical credit shut-offs, Monday to Friday. A maximum of eleven (11) temporary employees may be used by the Company at any one time for field collections work. Permanent employee route assignments will be made prior to temporary employee route assignments on a daily basis. The Company agrees, during periods where temporary employees are utilized for collections efforts, it will assign no less than three (3) Meter Service Representatives (MSR) for collections work. On days where the CIS system produces fewer than 100 collections orders, the Company will notify the union that the three (3) MSRs will be assigned to perform other MSR work and the temporary employees will be assigned to either the collections work, other non-MSR work, or be sent home for the day.

Leak survey and corrosion contractors are not considered temporary employees for purposes of this section. The use ~~of leak survey and/or of~~ corrosion contractors will be limited to nine (9) months per calendar year. The Company may use leak survey contractors year round.

**2017 CONTRACT NEGOTIATIONS  
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**ARTICLE V**

**Hours of Work and Overtime**

***Section 2. Sunday Work***

1. Any work performed on Sunday, which is part of an employee's normal shift, will be paid at time and one ~~quarter-half~~ their normal rate. Shift differential will be applied where applicable per Article XII of this contract.
2. Employees working Sunday, as part of their normally scheduled work period, will perform all assigned activities at time and one ~~quarterhalf~~. It is not the intent of the Company to increase the numbers of shift personnel on a Sunday as a result of this paragraph.

**2017 CONTRACT NEGOTIATIONS  
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USW 12431**

**ARTICLE V**

**Hours of Work and Overtime**

***Section 4. Changes in Conditions***

The Company must inform the Union and must discuss with the Union contemplated changes in the present working conditions, subject to the provisions of Article XVI.

In addition, the Company must notify members of the Union Grievance Committee in the Division concerned at least two (2) weeks in advance of the effective date of any change expected to continue for more than a month which may affect the schedule of hours or days of work on a regular classification or which may result in a reduction in the working force due to lack of work or change in Company policy, and representatives of the Company must discuss the change with the Union Grievance Committee if the Committee deems it necessary. The Company may change an employee's work schedule provided it notifies the employee of change by 5:00 pm on the Thursday before the week in which the work schedule change will be effective; changes will be the result of absences to an established shift (vacation, sickness, etc.).

It is understood and agreed that where any such change which has been discussed may otherwise be an appropriate matter for the filing of a grievance under any provision of the Agreement other than this Section 4, and such a grievance is filed, the first two steps of the grievance procedure set forth in Article XVIII shall be waived and the matter will be taken up initially in the third step.

The Company will inform the various members of the supervisory force and the employees involved of such changes.

| Because of the nature of the business of a ~~gas~~-utility, however, it may be necessary, in case of emergency or circumstance beyond the Company's control, to make sudden, temporary changes in normal working conditions in order to protect Company property or maintain service to consumers.

**2017 CONTRACT NEGOTIATIONS  
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**ARTICLE X**

**Sick Benefits, Health Insurance, Group Life Insurance**

***Section 1. Sick Benefits***

The Plan applies to all actively engaged employees of the Company who are represented by Local 12431, USW, and who have completed one (1) or more years of active and continuous service. The purpose of the Plan is to provide wage replacement for employees who are genuinely sick or disabled.

Benefit allowances are not payable during holidays, vacations, or leaves-of-absence (including service in the military), or to an employee receiving a pension or its equivalent.

Before benefit allowances can be paid:

Employees are required to notify the Company and its designee(s) when reporting absence due to sickness or disability.

As an eligibility requirement for benefit allowances for a sickness or disability of more than three (3) working days, a form provided by the Company must be completed in full by the employee's physician and received by the Company, except that an employee who has received progressive discipline must have the form completed in full by the employee's physician and received by the Company as an eligibility requirement for benefit allowances for any sickness or disability day (or partial day).

Employees who have been out for more than three (3) consecutive scheduled workdays must notify Health Services before returning to work and obtain return-to-work clearance.

Should there be a discrepancy in the date of return to work between the employee's physician and the Company's Health Department, the Company will pay the employee for the time frame in question until released by the Company Health Department. The payment of such time shall not be deducted from the employee's sick entitlement bank unless it is later determined the employee could not have returned to work either by mutual agreement between the employee's physician and the Company's Health Department or application of Paragraph 5 under the light duty language of Article X.



The Company reserves the right to have a representative visit each sick or disabled employee and may, at its expense, require an employee to be examined by a physician of its choice.

An eligible employee shall be paid benefit allowances beginning on the first day (including partial days) of genuine sickness or disability, except that an employee who has received progressive discipline for violation of the absence standard described below in Paragraph 10 within the prior twelve (12) months shall be paid benefit allowances beginning on the sixth day (including partial days) of genuine sickness or disability. A benefit day shall be the regularly scheduled work day, not to exceed eight (8) hours.

Benefit allowances shall be 100% of basic hourly earnings (maximum 40 hours per payroll week), less Rhode Island Temporary Disability Insurance (RITDI) benefits, Workers' Compensation benefits, or any other benefits enacted through Federal or State law. Benefit allowances may be refused to a sick or disabled employee who neglects to make reasonable efforts to correct employee's illness.

The Company agrees to reimburse employees for the cost of Rhode Island TDI tax by a single payment in each January for the prior calendar year. Reimbursement will be prorated based upon an employee's use of TDI.

Benefit allowances shall be paid for a maximum of one hundred thirty (130) regularly scheduled work days. The maximum allowance shall not be repeated for the same, recurring disability. Benefit allowances may be paid for recurring sickness or disability up to the maximum. Benefit allowance maximums may be repeated for different types of sickness or disability.

Each actively engaged employee who has completed at least one but less than eighteen (18) years of active and continuous service as of January 1, 2002, shall be credited with one hundred thirty (130) sick and disability days and each actively engaged employee who has completed eighteen (18) or more years of active and continuous service as of the January 1, 2002, shall be credited with one hundred eighty (180) sick and disability days. Unused sick and disability days may be accumulated without limit. Effective January 17, 2006, the Union and Company agreed to institute an accrual process for each full month of employment as follows:

New SW-01 employees will accrue ten (10) hours of sick and disability leave for each full month of employment;

July 1, 2006, all SW-01 employees who have reached one year of active and continuous service will get an allocation of fifteen (15) days (120 hours) of sick and disability leave;

July 31, 2006, all SW-01 union employees will begin a monthly accrual of ten (10) hours of sick and disability leave. Employees will have access to their sick leave accrual after they have completed three (3) months of employment.

In the case of a non-occupational sickness or disability, benefit allowances shall be paid for a maximum of 130 scheduled work days in a twelve (12) month period beginning on July 1 of any year.

Effective July 1, 2002, upon retirement, an employee with twenty (20) or more years of service shall have one-half of his accumulated sick and disability days credited to his age for purposes of retirement eligibility.

Effective July 1, 2018, ~~The~~ administrative system designed to control absences shall be based on an absence standard against which an employee's absence history will be measured.

A "protected absence" is any absence from work that is permitted under any applicable Federal or State law (e.g. Massachusetts Earned Sick Leave Law\*, Small Necessities Leave Act, FMLA, etc.) An absence for purposes of the three step progressive discipline process is a non-protected absence. An absence up to eight (8) hours per shift will constitute an incident or an absence.

\* Please note effective, January 1, 2018, Rhode Island employees will be allowed to use their first 40 hours of sick time per calendar year in accordance with the Massachusetts Earned Sick Leave Law. Should the State of Rhode Island enact similar legislation, that legislation shall supercede this provision.

The employee will receive an oral warning after two (2) non-protected absences in a rolling 12-month period. In the oral warning meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve. A continuing bad record may mean the individual is not employable.

The employee will receive a written warning after four (4) non-protected absences in a rolling 12-month period. The absentee record will be subject to monthly review, and if there is no substantial improvement after the written warning, the employee should be informed at the written warning meeting that if his/her attendance record continues to be a problem and that unless there is sufficient improvement, he/she may ultimately not be employable.

The employee will be suspended after six (6) non-protected absences in a rolling 12-month period. The employee's absentee record will be subject to a monthly review, and he/she will also be told that she/he may not be employable.

An employee who exceeds the absence standard of twelve (12) days (including partial days) or three (3) incidents of absence (without regard to reason) in a twelve (12) month period beginning on July 1 of any year may be subject to three-step progressive discipline, with at least two written warnings prior to discharge. An absence of less than four (4) hours of an 8-hour shift shall constitute a half of an incident or a partial day absence. An absence in excess of four (4) or more hours of an 8-hour shift shall constitute an incident or an absence. An employee who has received progressive discipline for exceeding the absence standard shall have future days or incidents of absence measured by means of a rolling twelve (12) month period measured backward from the most recent day or incident of absence. The Company shall consider the following factors, among others, in administering progressive discipline: severity of illness, length of service, prior absence history, and any efforts by the employee to solve any medical issue that may be a factor in his absences.

An employee who suffers an occupational injury or illness which involves soft tissue (a strain, sprain, or twist of or contusion to tissue, muscles, tendon, ligament or cartilage) or stress which is not readily susceptible to an objective diagnosis shall be eligible for up to thirteen (13) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year not chargeable to sickness and disability days. An employee who suffers an occupational injury or illness which involves other than soft tissue (for example, a fracture, burn, abrasion, cut, hearing impairment, or a torn muscle, tendon, ligament or cartilage) which is readily susceptible to an objective diagnosis shall be eligible for up to thirty-three (33) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year not chargeable to sickness and disability days. In no case may an employee be paid more than thirty-three (33) weeks of make-up pay in a twelve (12) month period beginning on July 1 of any year.

The Union and the Company agree to the institution of a light duty program to encourage and afford bargaining unit members the opportunity to return to light duty work following both occupational and non-occupational illness or injury. When feasible, in the event that the employee shall return to light duty work and the employer shall be able to provide light duty work within the employee's department, and for which for employees who are the employee is determined to be physically capable in consideration of the employee's restrictions, the employee shall returning to light duty work in accordance with the procedures set forth below.

1. This light duty will apply to employees who are expected to return to work in their regular job classification within three (3) months and have been out of work due to an occupational or non-occupational illness or injury.
2. Light duty work will be assigned on a regular schedule based upon the employee's physical capabilities, will not fluctuate based upon varying physical capabilities and will not be assigned on an incidental schedule or single day basis.
3. Bargaining unit members will not be assigned to light duty work so as to displace bargaining unit members. An employee shall not be scheduled to work overtime while assigned to light duty.
4. An employee may be assigned any work consistent with his physical capabilities, looking first within his job classification, then work within his department and, then work outside his job classification and department.
5. An employee's physical capabilities shall be determined initially by the employee's regular treating physician or, in the absence of a regular treating physician, a physician chosen by the employee. The Company may require the employee to be examined by a physician of its choosing. If the employee's physician and the Company's physician disagree regarding the employee's physical capabilities to perform light duty and the employee does not want to be assigned work consistent with the physical capabilities determined by the Company's physician, then the Company's physician and the employee's physician will mutually agree to a third party physician. The employee must be seen by the third party physician within a reasonable time. The opinion of the third physician shall be final and binding on the employee, the Union and the

Company with regard to the employee's physical capabilities regarding light duty work. If the employee, upon the advice of his doctor, does not return to work after the final and binding determination of the third physician, the Company's make-up pay will be discontinued.

6. The provisions of this light duty program shall not prejudice the rights of either the Company or the employee under the Rhode Island Worker Compensation Act or the Rhode Island Temporary Disability Insurance Act.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
USW Local 12431  
Customer Meter Services Proposal  
June 6, 2017

**Establish Fitting Lead Position**

- Six (6) CMS Fitting Lead positions will be created
- This role will serve as the lead person on a two-person fitting truck and perform work as assigned at Management discretion
- If the amount of this work exceeds the capacity of the agreed upon crews (with the Fitting Lead) then this work can also continue to be performed by the MST/MSR classifications as it is today
- When call outs/overtime is required, as determined by Management this Fitter Lead will have priority over non-Fitter Lead positions for the callout/overtime
- Initial hourly wage of \$40, subject to GWI only, not subject to progression

**Add (1) Incremental CMS Clerk Position**

This role will be responsible for performing the office administrative tasks currently performed in CMS, inclusive of the administrative (office) work performed by the Working Leaders. No Working Leader positions will be eliminated as a result of this incremental clerical position.

**Two-Year Hold**

- All external hires and internal successful bidders into CMS will be subject to a two-year departmental hold
- Employees will be allowed to progress within the department; however they cannot bid outside of CMS until two (2) years after their initial CMS job award date

**Change in MSR Progression:**

**Current Progression**

Step 5	\$17.40
Step 4	\$20.88
Step 3	\$23.20
Step 2	\$24.97
Step 1	\$26.75

**Proposed Progression:**

Step 4	\$18.00
Step 3	\$20.92
Step 2	\$23.83
Step 1	\$26.75

**LOCAL 12431, USW**

Department: Customer Meter Services  
Title of Position: Fitting Lead  
Rated Wage: \$ 40.00

**Trial Period:**

Applicant must demonstrate proficiency of tasks within 45 calendar days or return to former classification.

**Progression:**

Promotion to Fitting Lead position will be through CMS Meter Service Technician position. Prior to being awarded a promotion to Fitting Lead, an employee must have successfully demonstrated all of the qualifications of Meter Service Technician for a minimum of three (3) years or previously rated as class C rate or above. A vacancy shall be filled by the selection of the senior applicant, as determined by the seniority provisions within the collective bargaining agreement, who has the minimum qualifications for trial.

**Qualifications:**

- Must have a high school education or the equivalent.
- Must have demonstrated proficiency as a Meter Services Technician.
- Must have good mechanical aptitude and ability, high degree of dependability, and capable of exercising good judgment.
- Expected to maintain various records, reports and forms as determined by the Company.
- Must have excellent communication and interpersonal skills.
- Must have the ability to perform physically demanding CMS related activities.
- Must pass Company physical and qualifying tests to enter Department
- Must have valid driver's license and be an approved driver of Company vehicles
- Must be able to work shifts
- D.O.T. drug testing is a requirement for this position

**Requirements of Job:**

- Overall crew responsibility for CMS work being performed at premise
- Lead person responsible for understanding the work to be performed and communications between interfacing departments (such as Construct and Maintain, Contractor crews) and customer (non-exclusive)
- Provide feedback and coaching to members of their crew (non-exclusive)
- Perform Industrial Gas Equipment start-ups (initial start-ups)
- Educate on all aspects of fitting work as well as be able to perform all duties of lower classifications
- Conduct field training (non-exclusive)

- Ensure quality, compliance, safety standards are met at all times. Maintain a safe and organized work environment (non-exclusive)
- Execute work safely and in compliance with policies and procedures
- Identify trends – training needs, safety concerns from the field
- Other duties as may be assigned within the CMS Department.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
USW Local 12431

**Local 12431 CONSTRUCTION & MAINTENANCE AGREEMENT**

**1. CONSTRUCTION & MAINTENANCE**

1.1 In accordance with Article 5-Section-5; the Company agrees to employ a Construction and Maintenance workforce which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Construction and Maintenance employees will be contracted out if such contracting would result in the layoffs of the Construction and Maintenance workforce or in the reduction of their scheduled hours below the normal work week of the Company.

1.2 Contractors may be used to perform certain "live gas" activities as follows:

- a) Tapping of no-blow service fittings regardless of pressure
- b) Tapping of low pressure service connections less than or equal to 2"
- c) Disconnecting/tie-over/transfer and relay/insert of services less than or equal to 2" in conjunction with main work.
- d) Extension of stub services less than or equal to 2"
- e) Cast iron bell joint sealing
- f) Main and large service connections as agreed in the Construction side agreement

1.3 Construction Contractor crews will not respond to emergency leaks but, while awaiting Local 12431 personnel, be allowed to "make safe" damages or leaks discovered during the course of their work if qualified trained, and equipped. Permanent repairs will be the responsibility of Local 12431 personnel as is current practice.

1.4 Permanent vacancies in Construction & Maintenance that the Company determines to fill will be filled as agreed in Article XI of the collective bargaining agreement

1.5 The Company will determine the proper number of crews and appropriate crew size and make up on any given day. However, the following typical crew make up will apply:

- a.) Four-person\*:
  - A, B, C, Laborer or Temporary Laborer
  - A, B, C, C
  - A, B, B, C
  - A, B, B, Laborer or Temporary Laborer
- b.) Three-person
  - A, B, C
  - A, B, Laborer or Temporary Laborer
  - A, B, B
- c.) Two-person (with backhoe)
  - A, B
- d.) Two-person (handwork)
  - A, B,
  - A, C
  - A, Laborer or Temporary Laborer
  - B, C (With one year minimum in B Technician classification)
  - B, Laborer or Temporary Laborer (With one year minimum in B Technician classification)



\*Five-person crew can be formed by adding any classification to the four person crew.

1.6 Two-person (handwork) referred to in section d.) above includes the following:

- Meter protection
- Anodes to risers (in paved areas)
- Gate boxes (locate, raise, clean, install)
- Leak pinpointing
- Aerating (when more than one (1) person is needed)
- Primary valve inspections
- Leak repair (grease valve)
- Loam and seed

1.7 The Company will not exceed two (2) two person handwork crews, led by Technician B, on a daily basis unless mutually agreed between the Company and Local 12431.

1.8 The Company commits to maintaining a minimum of twenty-eight (28) Construction & Maintenance Tech A positions.

1.9 If the Company has a need to create or fill permanent vacancies at Technician A, the position(s) will first be posted as per the collective bargaining agreement. If the posting process does not provide the required Technician A's, the Company may assign the junior qualified Technician B's in order to meet the required number as per the posting. If an employee is assigned to this higher rated job and such assignment is for a period of six consecutive months, the posting shall be considered filled. There will be no change to the current practice of utilizing the trainee list for temporary upgrades to Technician A for absences, vacations, etc.

1.10 All maintenance activities can be performed by two-person crews with the following exceptions:

a) One-person

- Misc. inspection (Pipeline inspection)
- Anodes to riser
- Locate, raise to grade and clear gate boxes (off pavement or no pneumatic tools required)
- Replace gate box cover
- Install gate box paving rings

*\*1-Person work may be performed by Technician B and above with one (1) year minimum in Technician B classification*

b) Three-person

- Minor main relays in excavations greater than eight feet (8')
- Non-anaerobic joint repair twelve inches (12") or above
- Service inserts requiring three or more holes by hand
- Cast iron main breaks six inch (6") in diameter or greater
- Direct burial service replacements greater than one and one quarter inches (1 1/4") in diameter and/or longer than one-hundred feet (100')
- Any crew work requiring the use shoring panels

1.11 All construction work can be performed by three-person crews with the following exceptions:

a) Two-person crews

- "Contractor to Dig" mains and services <2 inches
- Services up to and including 1 1/4 inches in diameter and up to seventy-five (75) feet
- Test holing, in conjunction with main work
- Utilization of current trenching and/or trenchless technologies
- Horizontal Directional Drill (HDD) drilling and pipe installation
- Tapping only of mains or large services less than or equal to two inch (2") using Mueller or equivalent equipment
- Main or service connections less than, or equal to, two inch (2") utilizing single valve or single squeeze off

b) Four-person crews

- Installation of new or replacement main

c) Five-person crews

- Installation of new or replacement six inch (6") main or larger, greater than 100 feet in length

1.12 In determining the need for additional assistance, the Company will give consideration to work site conditions, such as traffic congestion, roadway surface depths, amount of hand excavation, excavation requirements (e.g., shoring) or other factors that may require additional manpower. When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to assign appropriate assistance.

1.13 All shift crews will be comprised of three (3) persons.

1.14 C&M shifts shall be posted every six (6) months and be of six (6) months in duration. The configuration and hours of shifts shall be at the discretion of the Company, but may be adjusted during the shift with mutual agreement of the Company and Union.

1.15 Off-hour Coverage Crews will comprise three (3) people (on call). The number of personnel called in will be based on the nature of the work to be performed and at the discretion of the Company but will be a minimum of two-person. C & M employees who work off hour coverage shall be paid one (1) hour of base pay for work on a Monday through Friday and one and a half hour (1 ½) of base pay for work on a weekend Saturday and Sunday) and a holiday.

1.16 Shift crews will not be allowed to perform Off Hour Coverage.

1.17 The filling of shift vacancies will not be performed by personnel assigned Off Hour Coverage

1.18 The low overtime crew will be used in emergency response situations except the most available crew may be used when proximity to site and time availability reasonably dictate

1.19 To contend with winter weather conditions (frost and snow), the Company will convert 2-person crews to 3-person crews and 1-person crews to 2-person crews during the period January 1 through March 31. The Company reserves its right to revert to non-winter crew makeup should there be favorable weather conditions. However, the Company agrees to discuss with the Union any changes, proposed by either party, to the start date of, end date of, or reversion during winter operations. Such discussion will occur prior to enacting any changes.

1.20 Construction and Maintenance crews will operate under a "one crew does it all" method and will perform the following tasks in conjunction with their assigned primary task:

- a) Perform customer relights as needed (up to 2 meters residential or small commercial)
- b) Perform residential reconnects as needed including installing and connecting prefab meter sets and single "in-to-outs."
- c) Install pre-fab meter sets for new service installations.
- d) Perform atmospheric corrosion work requests (Wire brush and paint meter sets) as needed.
- e) Perform all required documentation, sketching, etc.
- f) Perform marking of company facilities as required

This does not preclude Customer Metering Service personnel from performing any of this work.

1.21 Contractor construction and maintenance crews in addition to current duties performed under the "one crew does it all" method will also perform activities (b-e) as listed in Section 1.19 above in conjunction with their assigned work activity. Contractor performance of "piping" reconnects as referenced in 1.19b above will be limited to reconnecting of Company owned distribution piping that does not involve customer piping downstream of the meter or changing of the meter itself, but does include removal or swinging of meter(s) in order to perform service pressure test. This does not preclude Customer Metering Services personnel from performing any of this work.

1.22 Local 12431 will be afforded "First In - Last Out" rights prior to utilizing outside contractors on new (growth) service installation work.

1.22 If Contractor crews are performing work on a Saturday, Sunday, or Holiday that is ordinarily and customarily performed by C+M crews, work will be offered to C & M crews on a one to one basis.

1.23 The Company may utilize full-time temporary employees to assist in staffing its internal work force. If the Company has a requirement to retain these employees longer than nine (9) months, the period in excess of nine (9)

months shall be mutually agreed on by the Company and the Union. The number of temporary employees in Construction and Maintenance will not exceed twenty (20).

1.24 The Company commits to maintaining a minimum staffing level of 72 in C+M during the term of this agreement.

1.25 The Construction and Maintenance schedule of wages is as follows:

	(1)	(2)	(3)	(4)
C&M Working Leader	\$42.22			
Field Trainer	\$42.22			
QA/QC Assessor	\$40.42			
Technician A	\$39.14			
Technician B	\$34.84	\$33.84		
Technician C	\$27.99	\$24.76		
Laborer	\$20.46	\$16.81		

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Technician C (Step 2) , but will be paid the Step 1 rate unless otherwise mutually agreed.
- All employees entering C+M from outside departments hired after May 21, 2010 will enter the new progression at Laborer (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- Automatic progression to top of Technician C only for personnel hired after May 21, 2010 Current Local 12431 members who enter C+M will be allowed to progress to Technician B in new progression
- Incumbent C & M employees already in Technician B progression will progress to Top of Technician B as per attached schedule (current 4.5 year progression)
- New hires directly into C+M will start at 100% of the bottom rate, & will not benefit from any GWI adjustment in year 1.

## 2. AUXILIARY OPERATIONS

2.1 A newly formed group will be established to support construction and maintenance activities by centralizing heavy equipment, specialty tools and equipment, and other support functions. The group will be formed by consolidating dump truck operations, welding, tool rooms and other specialty operations, such as Aries camera operations and large diameter tapping operations.

2.2 The Company agrees to employ the Auxiliary Operations workforce which can be efficiently utilized on a year-round basis. The Company further agrees that no work ordinarily and customarily performed by Auxiliary Operations employees will be contracted out if such contracting would result in the layoffs of the Auxiliary Operations workforce or in the reduction of their scheduled hours below the normal work week of the Company.

2.3 The group will be created from the existing Construction & Maintenance roster by adding the positions of Laborer, Auxiliary Operations Technician B and C and Welder A, B, and C. and Field Trainer.

2.4 Employees currently in the classifications of Utility Operator, Tool Crib, Welder and Welder Apprentice will be mapped to their corresponding new classification of Auxiliary Operations Technician B or C, or to that of Welder B and C respectively.

2.5 Employees who are crew qualified as of May 21, 2010, and move into Auxiliary Operations. will be given the option to retain their crew qualification and remain on call for the life of the contract.

2.6 Permanent vacancies in Auxiliary Operations that the Company determines to fill will be filled as agreed in Article XI collective bargaining agreement:

2.7 Auxiliary Operations will maintain its own schedules, shifts, overtime lists, backfilling of temporary vacancies and call in lists.

2.8 Temporary vacancies in Auxiliary Operations needing to be filled will be filled first within Auxiliary Operations. If temporary vacancy cannot be filled within Auxiliary Operations, the vacancy will be backfilled utilizing the Trainee list (See attached Letter of Understanding)

2.9 The Auxiliary Operations schedule of wages is as follows:

	(1)	(2)	(3)	(4)
Auxiliary Ops Technician B Special	\$35.84			
Auxiliary Ops Welder B	\$33.84	\$31.71	\$27.99	\$24.76

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Auxiliary Op's Technician B (Step 2) unless otherwise mutually agreed.
- All employees entering Auxiliary Op's from outside departments hired after May 21, 2010 will enter the new progression at Auxiliary Operations Tech B (Step 4) unless otherwise mutually agreed.
- An employee in a Welder A position is not qualified to bid on Tech A positions/shifts or any positions/shifts that require those qualifications unless they have worked their way through that progression.
- Step progressions will be on an annual basis.
- New hires directly into Auxiliary Op's will start at 100% of the bottom rate

The Auxiliary Operations Welder schedule of wages is as follows:

	(1)	(2)	(3)	(4)
Auxiliary Ops Welder A	\$37.03			
Auxiliary Ops Welder B	\$35.95	\$30.69		
Auxiliary Ops Welder C	\$28.53	\$25.84		

- Incumbent employees from outside the department as of May 21, 2010 will enter at the Welder C (Step 1) unless otherwise mutually agreed.
- All employees entering Welding from outside departments hired after May 21, 2010 will enter the new progression at Welder C (Step 2) unless otherwise mutually agreed.
- Step progressions will be on an annual basis.
- Incumbent Welders will be either placed at, or progress to, the top step of Welder B as per attached schedule and meeting established qualifications
- New hires directly into Welding will start at 100% of the bottom rate

### 3. DAMAGE PREVENTION & INSPECTION

#### To Be Discussed

### 4. LICENSES / CERTIFICATIONS

4.1 All employees within Construction & Maintenance and Auxiliary Operations progressions will be required to obtain, or maintain, Hazwoper certification. The Company reserves the right not to require the certification of any employee projected to retire on, or before, December 31, 2011.

4.2 Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance or Auxiliary Operations employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.

4.3 All employees within Construction & Maintenance and Auxiliary Operations progressions will be required to obtain, or maintain, a CDL A license.

4.4 Identified and documented medical conditions will not be a cause for disqualification of current Construction and Maintenance or Auxiliary Operations employees who enter the progression and fulfill the qualification requirements but develop a disqualifying condition.

4.5 Employees will be given two opportunities to obtain a CDL A drivers license; training and testing provided/or paid for by the Company. Employees who fail the first two opportunities will be given two additional chances to obtain the CDL A drivers license at their own cost within a twelve month period after their failure of the second Company paid for test.

4.6 Employees that are unable to obtain a CDL A, for reasons other than medical conditions, will be disqualified from progression and will be placed at the Laborer classification (Pertains to employees hired after May 29, 2007)

4.7 Any license or certification (Excluding State Driver License) required by the employee's current classification, or any renewal of these licenses, will be reimbursed by the Company

**NATIONAL GRID AND USW LOCAL 12431  
MAY 21, 2010**

**MANAGED COMPETITION CONSTRUCTION AGREEMENT**

This agreement is between National Grid (the Company) and the United Steelworkers, Local 12431 (the Union) pertaining to the increased utilization of the internal Union workforce to perform construction work, as well as the use of contractor crews to perform live gas main and large service connections. The terms of the agreement are as follows:

This Construction Agreement will be in effect from June 24, 2017 through the life of the contract. Either party may cancel the agreement annually at the end of each construction season but no later than December 31. The agreement will be considered extended by mutual agreement of the parties if neither party exercises its right to cancel by December 31 annually.

Furthermore, the parties agree that should either party decide to cancel this agreement, such decision will be based on issues directly related to this agreement and will not be based on any other issues or disputes that may arise between the parties.

Should either party exercise its right to cancel as stated above, Local 12431 staffing in Construction would revert back to a baseline number of 17.

It is the intent of the company to begin the construction season on April 1<sup>st</sup> annually. The company and the union agree that a ramp up approach may be required based on permit availability, weather conditions, and/or mandated work. Should conditions exist that prevent an April 1<sup>st</sup> implementation the company and the union agree to meet and discuss. The Company will increase the number of personnel involved in construction-related work (i.e., installation and replacement of mains and services) to 29 C+M personnel for the construction season (defined as April 1<sup>st</sup> to December 1<sup>st</sup> annually, weather permitting). Should the Company re-deploy these crews back to scheduled or emergency maintenance operations at any time during this period, live gas main and large service connections will revert back to Local 12431 for that corresponding time period. During winter operations (defined as January 1 to March 31), the Company may elect to continue to engage Company crews in construction activities. If mutually agreed on a case by case basis, the parameters of the Managed Competition Agreement will remain in effect.

**Key Objectives**

1. Allocate additional USW Local 12341-01 personnel from the Company's employee base to main and associated service relay work, as well as growth main and services, including directional drilling (HDD).
2. Allow contractor crews performing main installation, the flexibility of performing live gas main and large service connections in conjunction with their assigned projects, as deemed appropriate by the Company.

**Staffing:**

The Company agrees to internal Construction staffing and resource allocation from the existing C+M roster as follows:

- a) Crews engaged in the internal "Construction" activities will be considered a "state-wide" group and may be assigned to a reporting location other than Dexter Street, based on the location of the project.
- b) The parties agree that:

- 1) Regulatory Compliance is mandatory
- 2) Customer pressure, specifically new services, may necessitate the assignment of random growth service to additional contractor resources
- c) Baseline Construction staff of twenty-nine (29), 2017 allocation of Construction staff
- d) Increase to 37 Construction employees will occur by April 15th to the first Monday in November annually, to be based on weather, work availability, field conditions, and permit approval status, unless otherwise mutually agreed upon.
- e) Reduction to twenty-nine (29) employees will occur no earlier than the first Monday in November
- f) First-in/Last-out prior to utilizing outside contractors on growth service work only and regardless of growth service work, full Construction complement to be engaged in construction work between April 1<sup>st</sup> to December 1<sup>st</sup> annually, weather permitting unless mutually agreed. (Less vacation, light duty, absence, training, upgrades, trainee use, etc)
- g) First in/Last-out prior to utilizing outside contractors on growth main installation, ≤ 4' plastic main and ≤ 750', work only, and regardless of growth main work, full Construction complement to be engaged in construction work between April 1<sup>st</sup> to December 1<sup>st</sup> annually, weather permitting unless mutually agreed (less vacation, light duty, absence, training, upgrades, trainee use, etc).
- h) Construction crew staffing compliment will share in reduction of staff as noted in b & c above, but will not be reduced by more than 33% of the C+M staff available (after absences and backfilling). Calculation of Construction and Maintenance crew member compliment on a day-to-day basis will remain in the same, ie. 1/3, 2/3 based on absence, training, etc.
- i) Normal operations will be a minimum of two main installation crews per day. Circumstances related to "Construction" activities may require less than two. Circumstances will be discussed with leadership.
- j) Company and Union will work to implement a pinpointing crew (and rotation) prior to utilizing a contractor for joint repair assignments.
- k) This does not prohibit the Company from assigning other Maintenance personnel to Construction based on business need as determined by the Company.
- l) Crew employees assigned to Construction activities will return to maintenance activities when construction workload decreases and/or during winter operations.
- m) Crew configuration and crew counts may be altered to deliver optimal results depending on job type, site conditions and personnel availability due to absences and vacations.
- n) The Company agrees to assign a minimum of eight (8) crew personnel to construction work if at any time outside contractors are performing construction work during winter operations.
- o) In the event of favorable crew productivity, permits, maintenance workload and weather conditions, the Company will continue construction activities above the minimum of eight (8) referenced above for as long as conditions allow.

Chart deleted

#### Live Gas Main and Large Service Connections

In order to staff the additional construction crews and to deploy a more effective overall construction process, contractor crews will be allowed to perform live gas main and large service connection work at the discretion of the Company. Such crews may be scheduled at the contractor's discretion.

Live gas main and large service connections performed by the contractor will be governed as specified under this agreement. Therefore, the Union does not give up its current negotiated right to main and large service connections except as referenced in this document. All other "live gas" issues are addressed and agreed in the C+M agreement Section 1.2 dated May 21, 2010.

#### **Contractor Oversight**

During the life of the agreement, the Company will assign Inspector A employees to act as oversight over the contractors performing main and large service connection crews and/or complex construction (limited to inspection of transmission pipe and regulator station installation), and will be responsible to ensure the quality of work, provide direction / input to allow the contractor to be efficient and safe.

All live gas main and large service connections by contractors will be performed under the direct oversight of the responsible Inspector A or other qualified C+M employee (Technician A, Field Trainer).

- a. Normally Scheduled Work Hours
  - Normally scheduled work hours are defined as Monday through Friday 7:00AM to 4:00PM (schedule dependent).
  - Each Mains and Services Contractor Crew shall be assigned an Inspector. Such crews shall include Contractor Crews performing main replacement and associated services, main connections, growth mains, random growth services, verification holes, riser/valve box removal and restoration work.
  - Restoration work, as performed by the mains and services contractor crews, includes loam and seed, hot and cold patch as well as any subsequent excavation, back filling and re-pavement of the trench ("Trench Restoration Work").
  - Inspectors will be responsible for oversight on Complex Construction transmission main and regulator station installation projects. Inspectors may be assigned to provide oversight on other Complex Construction projects at the discretion of management
  - Such oversight shall include activities similar to that of duties performed by mains and services contractors
  - Inspectors will be assigned up to three (3) contractor crews.
  - During normal working hours, management may direct inspectors, based on the nature of the job, to remain with a specific crew, and the supervisor may provide oversight to the other assigned contractor crews.
- b. Weekend/Off-hour Contractor Activities
  - Contractor work during off hours or weekends will be assigned an Inspector.
  - Depending on the nature of the work, an Inspector may be assigned up to three (3) crews.
  - The number of Inspectors will be at the discretion of Construction Management.
- c. Exclusions
  - This Agreement shall not apply, nor is the union claiming jurisdiction over, Street Replacement Work (milling and paving work in compliance with state and municipal requirements), as distinguished from Trench Replacement Work.
- a. All vacancies within the inspector position due to sick vacation training etc. will be backfilled at management discretion
- b. The Company will implement a Working Leader/Inspector position within the Inspector population to assist the Construction Supervisor in job preparation, SOP reviews, and assignments, but not limited to the aforementioned activities.
- c. The Working Leader/Inspector position will be included in the ten (10) positions (i.e., nine (9)



- Inspectors and one (1) Working Leader/Inspector.
- d. The Working Leader/Inspector will have the same responsibility and crew assignments as the other Inspectors.

In the event, the Company does not assign an Inspector to a Mains and Services Contractor Crew, the Company shall make available to the low-overtime inspector an overtime shift equivalent to the number of hours to which he or she otherwise would have been assigned, which shift shall be taken at a date in the employer's discretion within three months, but within the same fiscal year.

#### **Need to add wage table and job codes**

Should an unplanned interruption or other system emergency occur, the contractor shall, under the direction of the A Inspector or other qualified C+M personnel, make the situation safe. All permanent repairs and/or restoration needed will be performed by Local 12431 personnel as is current practice.

#### **Auxiliary Operations**

The Company will utilize the HUB dump truck function, Field Trainer or any other Auxiliary Operations personnel to assist and support the construction crews as needed. Such support personnel will not be considered part of the agreed crew personnel level of thirty-seven (37). Deployment of support resources will be discussed between the Company and the Union and adjusted as needed for optimal performance based on workload and resource requirements.

#### **Managed Competition in Construction**

The Company will run its construction activities within a managed competition framework.

The use of Local 12431 employees for construction work above the established baseline will be determined by the Union's ability to compete, which will be tracked on a balanced scorecard measuring the following:

#### **To Be Discussed**

The Company and the Union will monitor the performance and review the results on a bi-monthly basis. If targets are not being achieved, the Company and the Union agree to engage in cooperative efforts to make the necessary performance improvements during the construction season.

The balanced scorecard results at the end of the construction season will determine resource allocation to construction work for the next construction season, as follows:

- i. *Above targets* = due consideration given to increasing resource allocation, so long as workload warrants;
- ii. *On targets* = maintain previous year's resource allocation; or
- iii. *Below targets* = reduce resource allocation in construction

In recognition that it will take time to embed this model, there will be no reduction in Construction allocation during the 2017 and 2018 construction seasons.

- 2017 - Ramp up → no reduction or increase from 37 in 2017  
2018 - Stabilize model → no reduction from 37 in 2018  
2019 - Model embedded - potential reduction or increase from 37 in 2020 based on 2019 performance but not to fall below baseline level of 29  
2020 - Model embedded - potential reduction or increase from 2020 staffing level in

2021 based on 2020 performance but not to fall below baseline level of 29  
2021 - Model embedded - potential reduction or increase from 2021 staffing level in  
2022 based on 2021 performance but not to fall below baseline level of 29

**Construction Improvement Process Team**

The Company and Union shall name a Construction Improvement Process Team that will meet on a bi-weekly basis (or as necessary) to review the overall effectiveness of this program and to work together in good faith to make appropriate modifications to maximize the opportunities for success during the life of the agreement.

## 2017 CONTRACT NEGOTIATIONS

NATIONAL GRID  
AND  
USW Local 12431

Instrumentation & Regulation  
and LNG Proposals  
June 6, 2017

### **Emergency Coverage/Winter Vaporization**

If two (2) people are needed for the Exeter LNG plant, the first person called in will be an operator currently assigned to the plant. The second operator will be selected from the I&R overtime list using existing seniority rules/call-in procedures.

### **Testing Requirement for I&R and LNG**

External and internal applicants for positions in I&R and LNG will be required to successfully pass the Gas Mechanic Helper Test (aka, the Shovel/Box of Rocks test) and the Field Assessment Test. Internal applicants from C&M and CMS will not be subject to this testing requirement.

### **Development of Mechanical Aptitude Test**

The Company & the Union agree to discuss the establishment of a mechanical aptitude test requirement for Union positions within I&R and LNG. If no existing mechanical aptitude test meets the needs of the Company, the Union & the Company agree to work together to develop one.

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID  
AND  
USW Local 12431  
Fleet Proposal  
June 6, 2017

**Amend Working Leader Responsibilities**

- Include coverage of two-person shifts
- Days shifts with two (2) or more workers will be managed by a Working Leader from the day shift
- Single worker night shifts will be overseen by a Working Leader who may or may not be physically present at the garage

**State Vehicle Inspector's License**

- Provide a one-time stipend of \$250 to employees who currently hold a license
- Provide a one-time stipend of \$250 to employees who obtain the license while employed by the Company

**Two-Year Hold**

- All external hires and internal successful bidders into Fleet will be subject to a two-year departmental hold
- Employees would be allowed to progress within the department; however they cannot bid outside of Fleet until two (2) years after their initial Fleet job award date

**Current Wages**

Job Title	Rate
Fleet Working Leader	\$39.66
Auto/Truck Tech 1/C	\$37.05
Auto/Truck Tech 2/C	\$35.10
Auto/Truck Tech 3/C	\$31.85
Auto/Truck Utility Person	\$27.30

**Proposed Wages**

Job Title	Rate
Fleet Working Leader	\$43.78
Auto/Truck Tech 1/C	\$41.68
Auto/Truck Tech 2/C	\$38.40
Auto/Truck Tech 3/C	\$36.63
Auto/Truck Utility Person	\$29.40