

**May 12, 2014- May 11, 2017**

**AGREEMENT**

**as to**

**Wages, Working Conditions and Seniority**

**Between**

**Massachusetts Electric Company  
National Grid USA Service Company  
d/b/a National Grid**

**and**

**Local Unions Nos.  
326, 486 and 1465  
International Brotherhood of  
Electrical Workers**

**Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.**

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AGREEMENT made and entered into by and between MASSACHUSETTS ELECTRIC COMPANY and NATIONAL GRID USA SERVICE COMPANY, Massachusetts corporations, , d/b/a/ NATIONAL GRID, hereinafter referred to as the "Company" and LOCAL NOS. 326, 486 and 1465 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, for the EMPLOYEES OF THE COMPANY who have designated the International Brotherhood of Electrical Workers, Local Union Nos. 326, 486 and 1465 to act for them as their collective bargaining agency, hereinafter referred to as the "Brotherhood".

WHEREAS, the Brotherhood represents a majority of the employees in the Departments of the Company set forth in the section marked "Schedule of Wages" and has been designated by said majority to be the exclusive representative of all the employees in such departments for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment; and

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

WHEREAS, it is agreed that the parties will continue to provide for equal opportunity as to wages, working conditions and seniority without regard to race, color, religion, sex, age or national origin.

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

## **ARTICLE I - RECOGNITION OF THE BROTHERHOOD**

### **A. Recognition**

The Company recognizes the aforementioned Local Unions to be the exclusive representative of all the employees of the Company described for the purposes of collective bargaining. The provisions of this agreement shall not apply to Company executives, officials, supervisors or foremen other than working foremen, nor to the personal office forces of the Company executives, officials or supervisors or other office employees who perform duties of a highly confidential nature.

### **B. Neutrality**

**Section 1.** 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.

### **Section 2. 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.

Section 3. 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.

C. Exemptions

The provisions of this agreement shall not apply to Company executives, officials, supervisors or foremen other than working foremen, nor to the personal office forces of the Company executives, officials or supervisors or other office employees who perform duties of a highly confidential nature.

**ARTICLE II - BROTHERHOOD MEMBERSHIP REQUIREMENTS**

Section 1. The Company agrees that it shall require as a condition of employment that all employees subject to this agreement shall after the thirtieth day following the effective date of this agreement become members of the Brotherhood and continue as members thereafter while this agreement is in effect.

Section 2. The Company agrees that it shall require as a condition of employment that all new employees hereafter employed by the Company in any class of work to which this agreement applies, shall become members of the Brotherhood after the thirtieth day following the beginning of their employment and shall continue as members thereafter while this agreement is in effect.

Section 3. The Company and the Brotherhood mutually agree that the foregoing provisions shall in no way affect other terms and conditions of employment applicable to probationary employees.

Section 4. Any employee who has been employed by the Company continuously for a period of thirty days and who is permanently transferred to a class of work which is subject to the Brotherhood membership requirement, shall become a member of the Brotherhood within thirty days after the effective date of such transfer.

Section 5. Any employee exempted from the Brotherhood membership requirement under the provisions of this Article, but who is transferred or demoted while this agreement is in effect to a class of work which is subject to the Brotherhood membership requirement, shall become a member of the Brotherhood within thirty days after the effective date of such transfer or demotion.

Section 6. In no event will any employee be required as a condition of employment to become a member of the Brotherhood until after the thirtieth day following the beginning of his employment or the effective date of this agreement, whichever is later.

Section 7. Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Brotherhood membership requirements of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Brotherhood membership requirement of this agreement, shall have sixty (60) days following such transfer in which to return to his former class of work.

Section 8. The provisions of this Article shall not apply to anyone exempted from the provisions of this agreement nor to training students who may be assigned from time to time to any of the departments of the Company.

Section 9. 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.

### **ARTICLE III - MANAGEMENT RIGHTS**

Section 1. The Brotherhood agrees, for itself and its members not to hinder or interfere with the management of the Company in its several departments, including the assignment of work, the direction of working forces, the right to hire, suspend or discharge for proper cause, to transfer employees to work for which they are better suited and to furlough employees because of lack of work or for other good and sufficient cause, but in the exercise of these responsibilities in management, the Company agrees that it will not discriminate against any member of the Brotherhood.

Section 2. Conditions of employment shall continue in accordance with the present practice of the Company, unless otherwise specifically provided herein or modified from time to time hereafter to meet the requirements of the service rendered by the Company.

### **ARTICLE IV - SENIORITY**

Section 1. The Company and the Brotherhood mutually agree that for the purposes of this agreement, the term "permanent employee" shall mean any employee who has been employed by the Company continuously for a period of six months in one or more of the departments of the Company described. The term "probationary employee" shall mean any employee who has not been employed by the Company continuously for a period of six months in one or more of such departments. The term "temporary employee" shall mean one who is hired for a specific job and/or period of time but who it is not intended shall become a permanent employee as defined above, and whose employment is not intended to last for more than six months. If his employment continues for more than six months, he becomes a "permanent" employee as defined above. (See Attachment B for temporary employees in CMS)

Section 2. Selection of employees for promotion, demotion or furloughing because of a reduction in forces, shall be based upon the following factors: length of continuous service, training, ability, efficiency, physical fitness and place of residence. Whenever applicants for promotions otherwise qualify, in accordance with the above, length of continuous service shall govern, but in determining the ability and qualifications of applicants from another roster, the desire and ability of such applicants to advance to higher classifications in the roster to which the bid is made will be contributing factors.

Section 3. The Company will produce and distribute seniority rosters which will be printed and posted every six months.

Section 4. It is agreed that when an employee is promoted to a position in which he is not subject to the rules of the agreement, 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 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 sixty (60) days, he shall be required to pay any and all back dues.

#### **ARTICLE V – FILLING OF VACANCIES**

##### **A. Filling Vacancies**

Section 1. When a vacancy exists or the creation of a new position necessitates promotion of an employee, or hiring of a new employee, the Company shall post notices within a period not to exceed seven days at locations accessible to the employees, such notices to remain posted for one week, within which time employees shall apply in writing to the supervisor or official of the Company designated in the notice. The notices shall set forth the classification of the position to be filled, an outline of the qualifications and duties, the hours and days of work, the ultimate wage rate, the date on which the notice is posted and the last day for filing applications. Applicants who have special qualifications should describe such qualifications briefly in their application. On or before the date of posting, the Company shall mail a copy of the notice to the Business Manager of the Local Union representing employees in the department in which the vacancy occurs or the new position is created. The name of the successful applicant, providing he is the senior applicant, shall be appended to the notices within seven days of the closing time for filing applications and thereafter the notice shall remain posted for one week. Qualification includes successful completion of applicable selection testing as described below:

DEPARTMENT	TESTING REQUIRED
Overhead Lines	FAT Test
Underground	FAT Test
Substation O&M	FAT Test
Fleet	FAT Test & home grown tests for entrance and progression
Metering Services Roster A	FAT Test
Metering Services Representative	FAT Test
Metering Services Roster B	EFAT Test
Stores	FAT Test
Distribution Design	Prerequisite Associates Degree & FAT Test
Operations Clerk	Clerical Assessment Test
Building Maintenance	FAT Test
Telecommunications Technician	Prerequisite Associates Degree

Section 2. With the exception of the Distribution Design Department, as of 5/12/99, employees who have passed the Bennett Mechanical will be deemed to have passed FAT.

Section 3. Further, with the exception of employees seeking to enter Substation O&M, any employee, as of May 12, 1999, holding a title for which FAT is required will be deemed to have passed FAT in future job bids.

Section 4. The Company agrees to offer the FAT tests once a year without the requirement of having postings on the board.

Section 5. When an employee is promoted or transferred to another position, but fails to qualify, he shall be reassigned to the class from which he was promoted or transferred. If the Company determines that the employee is qualified to perform the work in the class to which he was promoted or transferred, but the employee desires to return to his previous class of work, the Company shall not reassign him until there is a vacancy in such previous class.

Section 6. The Company may assign any employee subject to the provisions of this agreement, if available, to fill a vacancy or new position temporarily, pending the posting of notices and the consideration of applications. The Company may also assign any employee subject to the provisions of this agreement, if available, to perform temporary work or to replace an absent employee without regard to the foregoing provisions of this Article.

Section 7. The foregoing provisions of this Article shall not apply to employees exempted under Article I herein or to employees in any department not coming within the scope of this agreement.

Section 8. Local companies will give first preference to qualified System employees for vacancies in local areas before hiring new employees.

Section 9. The Company agrees to give consideration for permanent promotion to employees who are assigned to a higher classification for continuous periods of twelve months or more. Assignment to fill in for injury, sickness or vacation will not be considered to be reason for promoting an employee to a higher classification.

Section 10. The Company agrees to an initial courtesy posting among all bargaining unit employees. Positions will be awarded to the most senior highest rated qualified candidate. Seniority will be based on Company time. The Company will determine applicants' fitness and ability in accordance with the following:

- FAT or other specified testing
- All qualifications listed on posting
- "Fully Meets" or better on most recent performance appraisal
- No active formal discipline
- No active Pay-For-Time-Worked steps, second interview and above

If there are no qualified bargaining unit employees for a posted position, the Company may post and fill the job in accordance with the existing Courtesy Posting policy.

Section 11. Courtesy postings for furloughed employees will be in accordance with Attachment XV of the Memorandum of Understanding of Items Agreed to During Negotiation of New Labor Agreement – May 16, 1995.

**B. Progression**

**Section 1.** The progression timetables and requirements for various departments and classifications are contained in reorganization agreements and Attachment R to the Memorandum of Understanding dated May 12, 2003, and Item 18 of the Memorandum of Understanding dated May 12, 2007, which are hereby incorporated by reference. Unless specified otherwise in those agreements, the type and context of examinations to be given will be jointly determined by the Union and the Company. They will also be jointly administered.

<b>Overhead</b>		<b>Substation O&amp;M</b>		<b>Underground</b>	
2/C	24 months	2/C	24 months	2/C	12 months
3/C	15 months	3/C	18 months	3/C	15 months
Apprentice	3 months	Apprentice	6 months	Apprentice	9 months

<b>Meter</b>		<b>Fleet</b>		<b>Engineering</b>	
2/C	12/18 months	2/C	24 months	ODT I	24 months
3/C	18/30 months	3/C	12 months	ODT II	36 months

**Section 2.** For all progression requirements, all long term absences due to sickness or disability (6 days or more) plus any other unpaid absences, exclusive of time off on union business, which in the aggregate exceed 5% of the established progression time will be carved out of progression time. In such cases of delayed progression, upon the ultimate move to the next progression step, the employee's classification date will be adjusted as if the carve-out had not occurred.

**C. Cross-Rostering**

**Section 1.** Cross-rostering will be done on an intra-district basis as defined in these negotiations. It shall be applicable to all rostered personnel within a district contingent upon non-priority work or lack of work, as determined by management, existing in one department and a need in another.

**Section 2.** Cross-rostering will be used to fill jobs on a temporary basis due to such things as illness, vacation, temporary peak work periods and temporary jobs.

**Section 3.** Cross-rostering shall not be used to fill permanent vacancies. These vacancies will be posted.

**Section 4.** Cross-rostered employees will receive the higher of their rate or the rate of the job to which they have been cross-rostered.

**Section 5.** In the case of the one to three day assignment, the Company reserves the right to select the junior-qualified individual. This shall be the junior person in the roster which has non-priority work, unless he has previously been disqualified. When a person has been disqualified, the reasons for the disqualification will be discussed with the Union. At local option, a pre-canvass list may be provided.

**Section 6.** Cross-rostering assignments may be made for periods of one day or less without prior notification. This shorter-term cross-rostering will be utilized to make more efficient use of manpower and to respond to work load. An individual employee could not be given more than two cross-rostering assignments in one day outside his normal classification.

Section 7. Cross-rostering for one day or less without prior notification will not cause displacements or change existing agreements or practices such as assigning the junior-qualified employee or use of personal vehicles.

Section 8. In the case of longer assignment, the method of selection will be determined at the local level either through canvass or seniority as long as a qualified individual is provided.

Section 9. In rosters with automatic progression, a person cross-rostered will be given additional time equal to the period of his cross-roster assignment to qualify for advancement. Further, the date of his advancement shall be retroactive to the date he would have been advanced if not cross-rostered.

D. Roving

Section 1. Roving will be applicable to all employees, except those in the Clerical department.

- a. Roving personnel and work assignments shall not be restricted by Union jurisdiction.
- b. Management will determine needs and schedules and advise Union Business Agents or local Union Presidents when a decision is made, but in no case less than seven (7) calendar days. The one exception to this may occur in the Stores Department when operating problems require shorter notification. In the case of shorter notification, the existing local practice will continue.
- c. Base work of district to be determined by Management and reviewed annually with the Union, and will be reviewed quarterly if there is a change.
- d. Roving is optional for 50% of all first class and rated employees who are on the roster as of March 1, 1978. (When only one such person remains on a roster, roving does not apply to that individual).
- e. All roving assignments will be related to standard classification duties.
- f. All roving personnel may be co-mingled with local personnel on job assignments.
- g. Mandatory roving will be limited to 70 miles per the Google Maps and Per Diem Schedule. Where there is a discrepancy with Google Maps in the retail company operation, actual mileage will be used for determining the appropriate expense amount under the per diem schedule.
- h. Roving assignments will be rotated where possible on a 6-8 weeks schedule, and hardship cases will be reviewed on a local basis. It is understood that junior qualified employees may be required to remain on a roving assignment longer than 8 weeks due to the lack of availability of qualified personnel.
- i. Leap-frogging will not be a standard practice; however, Management reserves the right to effectively respond to System needs, caused by unscheduled priority work.
- j. Roving personnel will be from the nearest district if manpower and schedules are available/suitable.



- k. All roving personnel will work the scheduled hours of the district requesting the manpower. Management will attempt to accommodate alternate Union proposals wherever possible.
- l. Roving personnel assigned to another district, previous to or at the time of any emergency within the district, will not be considered an outside crew for application of the Emergency Storm Work Premium, unless assigned to emergency work for more than 24 hours.
- m. Roving personnel will be eligible for overtime as it relates to the assigned work or project. No matching overtime obligations apply in receiving area.
- n. Roving personnel will be eligible for emergency overtime at their normal base provided they have personal tools readily available.
- o. Incidental or short-term absenteeism of roving personnel may be filled, if necessary, from home base.

Per Diem Schedule\*:

0 to 9 miles	\$10.08
10 miles but less than 20	\$22.40
20 miles but less than 30	\$33.60
30 miles but less than 40	\$44.80
40 miles but less than 50	\$56.00
50 miles but less than 60	\$67.20
60 miles but less than 70	\$78.40
70+ (Optional)	

\*The rates shown above shall be adjusted at each change in the IRS mileage reimbursement rate.

Section 2. The Districts may establish permanent satellite locations as may be necessary to accomplish area workload. Permanent means that the Company intends to conduct usual and customary business operations at such satellite locations as opposed to project or fixed time period operations. The Company reserves its usual rights to make changes in staffing levels and satellite locations.

Section 3. These satellites will be staffed via canvassing within the local union and district where established in accordance with mutually understood union boundaries. If unable to obtain the required staffing through a voluntary process, junior qualified employees will be assigned as necessary. Persons reporting to these satellites will not receive per diem payments.

Section 4. In the event that an employee so assigned to a newly established satellite location is, within one year of such assignment, subsequently roved to another work site pursuant to this language, per diems shall apply from the better of the former work location or the new work location for the duration of the rove.

Section 5. If, as the result of unforeseen circumstances, a satellite is discontinued prior to a year of operation, employees who had been assigned to that location will receive per diem payments as if they were roving from their base of operation to the new reporting location for the period of assignment.

Section 6. There shall be no restrictions on the right of the Company to rove any of its employees into any area based on union representation status.

Section 7. Upon implementation of the new work management and time entry system, but no later than October 2004, except in extreme extenuating circumstances, per diems are to be paid tax free.

E. Guaranteed Staffing And Use Of Contractors

Section 1. The Company agrees to attain staffing levels in the departments shown below, inclusive of employees in progression; no later than May 11, 2010. In reaching these levels, staffing shall be increased pro-rata from the prior agreement's specified staffing levels in each of the next 3 years, i.e. one third by May 11, 2008, two thirds by May 11, 2009, and the full amount shown below by May 11, 2010.

	Bay State South	North	Bay State West	Total
Overhead	25	87	44	156
Underground	10	16	0	26
Substation O&M	6	24	5	35

The numbers in the table above represent union staffing levels for the IBEW locals in electric distribution. Any claim that the Company has failed to comply with staffing levels in the table shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 2. In the event staffing levels fall below the pro-rated staffing levels for each term of the agreement, the Company agrees to post positions sufficient to reach the applicable staffing level within thirty (30) days. Further the Company agrees to post all non-VERO retirements from these departments during the term of this agreement.

Section 3. The Company will meet twice per year with each local business manager or their designee to provide an overview of the Overhead and Underground work plan for their area and the Company's plans to use outside contractor crews. For other than pole setting, when contractor crews are utilized for work in the overhead or underground departments, the Company will offer four hours of overtime per week to an equal number of crews (rated workers) in that respective department. Trouble Shooters and Emergency Workers may be utilized to fill this compliment providing it does not interfere with their regular schedule and the company does not incur additional expense. The offer of four hours of overtime per week will be applied every other Saturday, or other non-Sunday day of relief for shift workers, as an eight hour shift. In order to facilitate the planning of the work to be performed, by Friday of the week prior to the week in which the overtime will be worked, the union will provide the names of the employees who will be working. In cases where the union was unable to fill the full complement, the Company's offer obligation is completed. In the assignment of this overtime work, the Company agrees to prioritize cut-out replacement. When overtime is cancelled due to inclement weather, it will be offered at a later date. The Company is committed to increasing its use of employees for pole sets in order to achieve and maintain proficiency in this area. The aforementioned language will also be applicable to the Substation O&M department when outside contractors are performing maintenance work at substations.

Section 4. No later than May 11, 2010, the Company shall cease the use of platform contractors, which are those system crews staged on or off Company property who are assigned work that is day to day customer oriented. Thereafter, the Company and the Union will work jointly to identify an appropriate percentage of work to be performed by contractors. Any claim that the Company has failed to comply with this understanding shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 5. Subject to the limits described in this section, it is understood that the Company reserves all of its rights relative to the assignment of work and the allocation of the work plan between employees and contractors.

Section 6. When the Company determines that contractors will be used, IBEW contractors from the Company-determined qualified bidders list will be used if possible and where possible.

Section 7. If National Grid USA Service Company is running a distribution line operation, such employees will be utilized prior to outside contractors.

## **ARTICLE VI – REDUCTION IN FORCES**

### **A. Furloughs**

Section 1. If there is a reduction in forces during the term of this agreement, and attrition is accomplished by not filling vacancies in bottom classifications in a roster, the Company will give consideration to normal promotions to existing vacancies in higher classifications in the roster.

Section 2. In case of furlough, affected employees will be notified three weeks prior to the date of furlough.

Section 3. Furloughed employees who accept temporary positions during their two-year recall period will receive normal wages for holidays occurring during the period of temporary employment and will be covered under the Company Medical and Life Insurance programs. Such employees will not accrue service for coverage under the Company sickness program or for seniority purposes, nor will it constitute a break in the furlough period.

Section 4. Employees who do not have job protection and are in a roster from which a furlough will occur, may volunteer to take a severance in accordance with the appropriate severance pay plan as described in Article IX (F, Section 14.). A canvass, by seniority, of the affected roster, will be conducted to identify volunteers.

### **B. Wage Reduction Plan**

Section 1. While the Company has no present intention of laying off any employees, it is recognized that changes in the nature of the Company's business and other reasons which may or may not be anticipated at this time, may cause a reduction in forces or a layoff.

Section 2. However, no employee in the bargaining unit with 5 full years of service as of May 12, 2008, will be laid off or reduced in pay ("years" means actual elapsed time, not ERISA pension years). Such employees, when affected by a reduction in forces, may displace other employees of the Company pursuant to the Seniority Provisions. If reduced to a lower rated job classification, the employee is required to bid vacancies they are qualified to perform as they may occur in the former classification or in other higher rated jobs unless the Company and the Union mutually feel there are extenuating circumstances. All assignments will be made in accordance with the Seniority Provision of the contract. Any employee required to bid on a job in accordance with this paragraph who is the successful bidder, may elect to decline the job and remain on the job to which the employee has been displaced, but at the time of this election, the employee's pay shall be reduced to the rate of pay of the job to which the employee has been displaced.

**Section 3.** In the event that the jobs of employees with less than 5 full years of service as of May 12, 2008, are eliminated for any reason and the employees are subject to a reduction in forces or a layoff, the Union will be consulted and every attempt made to achieve the reduction by attrition. Such employees may displace other employees of the Company pursuant to the Seniority Provision. If no jobs are available within the Company, the Union and the Company will jointly review the situation and attempt to find a solution that will mitigate the layoffs or the effects of a layoff on affected employees. If no such solution is agreed upon, layoffs will occur in accordance with the Seniority Provision of the contract.

**Section 4.** Laid off employees may exercise rights described in the Severance Pay Plan. If an employee elects not to accept the Severance Plan, then they will 1) be eligible for recall and, 2) afforded employment opportunities for vacancies in other regulated and wholly-owned system companies in accordance with the rules for "Courtesy Posting For Furloughed Employees."

**Section 5.** All new entrants to the local on or after May 12, 1999 are displaceable by employees from other locals in the National Grid USA companies with job security pursuant to this section.

## **ARTICLE VII – HOURS AND DAYS OF WORK**

### **A. Hours and Days**

**Section 1.** Regular work schedules shall be established through collective bargaining and once established shall not be changed except through the collective bargaining procedure, including the application of Article XVI – Settlement Of Disputes.

**Section 2.** Employees may be scheduled to work five consecutive eight-hour days or four consecutive ten-hour days, with consistent start and end times, Monday through Saturday. These schedules will be offered on a voluntary basis by classification to fill the need as determined by the Company. Off-shift schedules may be offered Monday through Saturday to no more than 30% of the rosters within the Division. Schedules will be posted in each local(s) within the Division. The Company will endeavor to equitably allocate the number of shift schedules among the local Unions within the Division. No one platform will have more than 35% of the rosters on off-shift schedules. Inventory Management (Stores) and Fleet Management (Garage) will determine their staffing complements separately. Shifts will be scheduled within the following time bands:

1 <sup>st</sup> Shift:	6:00 a.m. to 7:00 p.m.
2 <sup>nd</sup> Shift:	12:00 p.m. to 12:00 a.m. (shift differential applies)
3 <sup>rd</sup> Shift:	9:00 p.m. to 8:00 a.m. (shift differential applies)

With the exception of Trouble Shooters, scheduled shifts for Overhead employees will occur during daylight hours.

**Section 3.** Customer Meter Services may post up to 40% of the roster during the non-moratorium period and 25% of the roster during the moratorium period. Temporary Meter Service Representatives hired for collections during the non-moratorium period will be included in the roster employee count for purposes of determining off-shift schedules.

**Section 4.** On a permanent or seasonal basis, the Company may post revised schedules within the above time bands with 45 days' notice. Scheduled will be offered on a voluntary basis by classification to fill the need as determined by the Company. If there are not enough volunteers, the junior qualified

individuals will be assigned. If a person assigned to an off-shift is unable by injury, illness or other limitations to work the off-shift schedule for a period of three weeks or more, then the Company shall provide the Union seven days' notice to canvass for a replacement volunteer or the junior qualified will be assigned. In such cases, both the employee being back filled for and the employee back filling count toward the 30%. Under this agreement, off-shift employees assigned as Acting Supervisor are not eligible for back fill. Employees in progression as a result of job postings on or after May 12, 2007 will not count in the determination of the 30% schedule limit until such time as they are rated.

Section 5. The Company may create temporary schedules for special projects of at least one week but less than four weeks in duration and with 14 days advance notice. These schedules will be offered on a voluntary basis by classification. If there are not enough volunteers, the junior qualified individuals will be assigned. Special projects may include Sundays as part of the work schedule. A premium of 50% of base hourly rate will be paid for all time worked on Sunday. If less than 14 days notice is provided, the Company will pay the first 8 hours of the first shift at time and one-half.

Section 6. Schedule changes may also be implemented on shorter notice by mutual agreement.

Section 7. Physical workers in the Overhead Lines, Underground, and Substation O&M will be paid a 20-minute lunch period, at the job site, between the end of the third hour and the beginning of the sixth hour of the shift for 12 months of the year. Past practices in local areas by which other departments receive a paid 20 minute lunch period are hereby terminated. However, local agreements by which other departments receive a paid 20 minute lunch period will be honored.

Section 8. During regularly scheduled working hours, work assignments for all employees shall not be restricted by union boundaries.

**B. Days Of Relief**

Section 1. If an employee is called in or assigned to switch on days of relief, he will be paid the minimum.

Section 2. If such employee is told to return later in the day to switch, he will be paid time and one-half for elapsed time.

Section 3. If, however, such employee is not required to return to switch but is free to go when he pleases after original switching without any obligation to remain available or return, there is no obligation to pay time and one-half for elapsed time in the event he is called in again to switch. In such a case, two minimums will be paid.

Section 4. The dispatcher or supervisor should make it as clear as possible whether the employee is:

- a. Required to be available and/or return later, or
- b. Free to go anywhere after the original switching with no obligation to remain available or return to do other switching.

Section 5. If such employees are available pursuant to the Off-Hour Coverage provision, the two minimums will apply as in the past.

C. Inclement Weather Policy

Section 1. During rainy and stormy weather and unusually cold weather (10 degrees F.), the Line and Underground Departments shall not be required to work outside except in cases of emergency. Employees required to perform manhole work, during unusually hot weather (90 degrees F.), may exit the manhole to hydrate as needed. During unusually hot weather (90 degrees F.) the Line and Underground Department shall not be required to work in situations requiring rubber sleeves, except in cases of emergencies. For other classifications affected by exposure to the elements (rain and snow but not extremes of temperature), supervisors will attempt wherever possible to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather.

Section 1a. During rainy and stormy weather and unusually cold weather (10 degrees F.), the Substation O&M department shall not be required to work outside except in cases of emergencies, customer (internal/external) commitment. During unusually hot weather (90 degrees F.) the Substation O&M department shall not be required to work in situations requiring rubber sleeves or the wearing of ARC Flash Ensemble, except in cases of emergency, customer commitment (internal/external) or load shedding.

Section 2. In the implementation of the Inclement Weather Policy, the parties agree as follows:

- a. Fog, mist and light precipitation are not considered to be rainy or stormy weather. It is not the Company's intent to compromise its rigid safety standards, nor is it the intent of the Company to require the employees to work for prolonged periods in light precipitation where the health of the employee is jeopardized.
- b. A central temperature device (U.S. Weather Bureau Standards) shall be utilized for each district. Employees affected shall be notified when the temperature reaches 10 degrees F. or 90 degrees F. A local shop steward or selected Union member may have access to the indicating thermometer or log. Location and type of temperature device will be determined by the Company per the U.S. Weather Bureau Standards.

\*Lebanon, N.H., North Adams, Great Barrington

- c. In all weather conditions, employees may be assigned any work which is within their skills and ability in protected locations. They will travel to and from the job site or location and load or unload vehicles. Work during hot weather (90 degrees F.) requiring the use of rubber sleeves will be done only in cases of emergencies.
- d. The following types of work will be performed outside except in rainy or stormy weather and/or the temperature reaches 10 degrees F or below:
  - 1. Street light work
  - 2. Switching and grounding
  - 3. Cable splicing (with protective equipment if necessary)
  - 4. Pulling cable
  - 5. Limited substation maintenance on de-energized equipment and V and O inspection
  - 6. Motorized patrol
  - 7. Trenching, installing conduits and conductors and foundations
  - 8. Substation construction on de-energized or isolated work
  - 9. Dead line work

10. Pole sets without hand displacement of energized conductors
11. Manhole/vault inspection and maintenance
12. Material handling, delivering and unloading
13. Snow removal and sanding incidental to operations
14. Secondary work in support of customer commitments

None of the above 14 items are intended to require personnel to work on energized primaries. Number 2 is not intended to create dead line work and #'s 1 and 14 will require a two person crew.

**Letter of Intent Re: Inclement Weather Policy**

It is the intent of the Company in the application of item C of the Inclement Weather policy that Overhead and Underground line crews shall not be required to drive to the job site to perform outside work when the outside temperature is below 10 degrees F unless the temperature will be above 10 degrees F. at the time of arrival at the work site.

**D. Procedure On Rest Periods**

**Section 1.** Employees who are on a regular fixed shift and required to work overtime during the eight (8) hour period just prior to the employee's regularly scheduled work day will be entitled to an aggregate of eight hours rest, (inclusive of travel time and scheduled lunch period). If such rest time and travel time extend into the normal workday, no deduction in pay will be made for the hours overlapping the normal workday. This rest time may be taken at the latter part of the normal workday. However, if because of interruption to service or any other need to maintain an adequate work force, the rest time is not possible in the next normal workday compensating time off, equivalent to the rest time, will be given at a later mutually agreed upon date.

**Section 2.** In any twenty-four hour period, an employee who has worked continuously 16 hours or more shall be entitled to eight hours rest (inclusive of travel time and established lunch period). If such rest period should overlap employee's normal workday, he shall suffer no loss of pay for time involved. However, if because of interruption to service or any other need to maintain an adequate work force, this rest period is not possible in the next normal workday then compensating time off will be given at a later mutually agreed date for the time which overlaps the normal workday.

**Section 3.** Under Sections (1) and (2) above, compensating rest time accrued, in excess of (16) hours, must be taken within a specific period of time, to be determined locally, after discussion between the union and management.

**Section 4.** In the administration of Rest Time, if it is required that an employee, in order to take his rest time on the same day on which it is earned, be expected to report for work for two hours or less of his regularly scheduled workday, he will be excused for the remainder of that scheduled workday. This does not apply to the application of deferred compensating rest time.

**Section 5.** In the administration of the Emergency Storm Work Premium (Article IX) wherein it states that the Rest Period Policy does not apply, it is intended that an employee who has worked continuously for 16 consecutive hours be given at least six hours rest and be paid at straight time rate for that rest time, but if it is not given, the employee will be entitled to compensating rest time at a later time for that part of the six hours rest time which was not given.

Section 6. No Shift Workers are included unless on a conventional fixed shift. If conventional fixed schedules are implemented for second and third shifts, rest time would apply to those as well.

Section 7. DOT reset rest time will be at the normal straight time rate of pay.

#### **ARTICLE VIII – MEAL PERIOD**

Section 1. If an employee works hours that would occur during a meal period, they will be entitled to a paid meal period during the meal periods of 6:00 a.m. to 7:00 a.m., 12:00 p.m. to 1:00 p.m., 5:00 p.m. to 6:00 p.m. and 12:00 a.m. to 1:00 a.m. Paid meal periods will be provided every five hours thereafter for the duration of the emergency off hour work. However, employees engaged in emergency overtime work shall not work in excess of five hours unless granted a meal period without deduction in pay. If any meal period or meal periods are missed, one thirty-minute period of overtime will be added to actual hours worked.

Section 2. If, in the course of a normal workday, the employee works through the scheduled meal period, and he/she is unable to take the meal period prior to the end of the normal workday, he/she will be paid an additional one-half hour of overtime.

Section 3. For shift workers required to work extended days, the first meal period shall commence the same number of hours or fractions thereof after the end of their shift as is the case for day workers in the same department. For example, where the T&D department is on a 7:00 a.m. to 3:00 p.m. day schedule, the first meal period is two hours after the end of the shift. Therefore, Trouble Shooters working on shift would be entitled to their first meal two hours after the end of their shift.

#### **ARTICLE IX – COMPENSATION**

##### **A. Pay**

Section 1. The following conditions shall apply to employees who are now or may hereafter be paid less than the Ultimate Wage Rates in the Schedule of Wages:

- a. Upon the effective dates, each classification will receive the ultimate wage rate of the class except that the established increase will be applied: (1) to the ADJUSTED pay rate under the Disability Retrogression Pay Plan for employees hired before May 12, 1997, and (2) in all other cases where the rate on the effective date is either above or below the ultimate wage rate, to the ultimate wage rate. If upon the effective dates of said schedule the rated wage of any class exceeds the present wage of any permanent employee other than a probationary employee in the class, the wage of such permanent employee in the class shall be increased to the ultimate wage rate of his class.
- b. When after the effective date of this Agreement, any permanent employee, other than a probationary employee, is promoted or transferred to any new or different position and the applicable rated wage of the class to which he is promoted or transferred exceeds the wage he is receiving when promoted or transferred, then the wage of such permanent employee shall be increased to the ultimate wage rate of the class to which he is promoted or transferred.



- c. When employees are temporarily assigned to higher classes of work for periods of three hours or more during a regularly scheduled day, they shall receive the higher wages for the full day. If assigned for periods of less than three hours, but more than one half hour, they shall receive the higher wages for actual time worked.
- d. New employees hired on a permanent basis during the term of this agreement will receive a wage that shall be not less than 75% of the ultimate rate for the class of work to which they are first assigned, promoted or transferred during their probationary period. After a period of six months of continuous employment and the completion of the probationary period, employees will then receive an increase in wages to the ultimate rate of their class.

B. Premiums

Section 1. Shift Differential

Employees assigned to classifications requiring work on shifts shall receive, in addition to their regular rate, a premium of 7% of the employee's straight time hourly rate for the time worked on the second (evening) shift and on the third (night) shift. This applies to overtime only if the employee is filling a vacant shift; to call-ins only if the employee is filling a vacant shift; it would apply to vacations; it would apply to holidays if a holiday fell on the employee's scheduled shift; and it would not apply to sick time.

Section 2. Sunday Premium

A premium of 25% of base hourly rate (for three shifts that predominantly occur on Sunday) will be paid for all time worked on Sundays and added for each hour worked if part of the employee's regular shift. This will apply to overtime only if the employee is covering a shift; to call-ins only if the employee is covering a shift; it will apply to vacation; it is not applicable to holidays; and will not apply to sick time.

Section 3. Premium Wage for High Structures

A premium of \$2.00 per hour or \$16.00 per day will be paid for the day to an employee who climbs at least once to a height of 85 feet or over. This will apply to overtime, if the employee is so assigned; to call-ins, if the employee is so assigned; it will not apply to vacations; it is not applicable to holidays, and it does not apply to sick time.

Section 4. Acting Supervisor Premium

A premium of \$3.00 per hour will be paid to locals 326 and 486. A premium of \$4.00 per hour will be paid to local 1465. The determination of the individuals to take this voluntary assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, when assigned. This premium will apply to holidays if the upgrade would have occurred but it will not apply to sick time. Local agreements in excess of this amount will continue. On a voluntary basis, rated employees with proper training may be assigned to direct outside crews during a major restoration period. The individuals so assigned will be done so by mutual agreement and will be paid the Acting Supervisor premium. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 5. Training Premium

A premium of \$3.00 per hour will be paid to Crew Leaders who are responsible for the direction of training crews. In addition, the 1/C worker will receive an upgrade to Crew Leader when so assigned. A training crew is defined as three or more OHL apprentices or 3/C lineworkers. The determination of the individuals to take this assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 6. Second Day Of Relief Premium

- a. An employee who works on his second day of relief will be paid double time for all hours worked, providing the employee has also worked on the preceding first day of relief. This applies to overtime; this applies to call-ins; it is not applicable to vacations; it is not applicable to holidays; and it is not applicable to sick time.
- b. If the second day of relief occurs on a holiday, the holiday premium only will be paid and these premiums will not be pyramided.
- c. For Monday to Friday workers, for the purposes of this premium payment, the first day of relief is Saturday and the second day of relief is the next succeeding Sunday.
- d. For shift workers, or those on any other schedule, the first day of relief and the second day of relief will be as allocated according to the payroll workweek. However, in all cases where there is a fixed schedule with two consecutive days of relief, the second day of these two days of relief will be the second day of relief for the application of this premium without regard to the payroll workweek.
- e. This second day of relief is based on a five-day workweek fulfilling the weekly work requirements with two other days, usually consecutive, being considered days of relief. Therefore, any workweek not filling this basic requirement will have to be considered specially.
- f. This second day of relief premium applies to all consecutive days of relief worked beyond one.

Section 7. Emergency Storm Work Premium

- a. It is sometimes necessary to assign employees of the Overhead Lines Department outside their District because of severe storms causing extensive interruptions to service.
- b. When these employees are so assigned to work outside their District for a period of more than 24 hours, including travel time, the method of payment will be as follows:
  1. The outside physical workers so assigned, will be paid for working time at the rate of one and one-half times their regular straight time rate, and for rest time at their regular straight time rate.
  2. The Rest Period Policy will not apply during this emergency work when employees are being paid under the above paragraph, but every effort will be made to give

employees adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest and be paid for this rest time at his regular straight time rate, but if it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.

3. If a holiday occurs during this assignment, working time shall be paid for at the rate of two and one-half times their regular straight time rate and rest time at the regular straight time rate.
4. When the assignment is completed and the employees have returned to their own district, the normal method of payment and rest time procedures will be in effect.
5. The outside physical employees in the working area of the district to which outside System employees have been assigned, will be paid according to the same premium method as the assigned crews and the rest period application will be the same, beginning at the time the first outside crew is assigned to the district and continuing until the assignment is complete and the crews have been released, at which time the normal method of payment and rest period application will be in effect.
6. Construction Services crews working previous to and at the time of the emergency within a district will not be considered to be an outside crew for the determination of the paragraph above.

Section 8. Emergency Storm Work Premium – Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments

- a. It is sometimes necessary for employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments to work extended hours because of severe storms causing extensive interruptions to service.
- b. When employees in the Overhead Lines Department work outside of their district due to such conditions and they qualify for the payment of the “Emergency Storm Work Premium”, which is provided for in this agreement, the Company’s method of payment to employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service departments working in the district receiving outside crews will be as follows when they work the extended hours set forth below:
  1. Employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments, who are assigned to work twelve (12) consecutive hours or more during such times will be paid for their working time at the rate of one and one-half times their regular straight time rate.
  2. Such employees will not receive any pay for rest time during such times, and they shall only be entitled to receive the pay set forth in paragraph above when the Overhead Lines Department employees working outside their district are entitled to receive emergency storm work premiums.
  3. The Rest Period Policy will not apply during this emergency work when employees are being paid under paragraph (c.), but every effort will be made to give employees

adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest. If it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.

4. Work schedules will be changed when necessary to meet the service restoration requirements. The Company does not intend to change shifts to avoid paying regularly accruing premiums on days of relief or holidays.
5. Employees in the above named departments when assigned as outside physical workers will be paid under the provisions of the Emergency Storm Work Premium – Overhead Lines Section 6.

**Section 9. Emergency Out of Town Assignments**

It is imperative that the Company has the ability to respond to all regions with additional help in an expeditious and safe manner during emergencies. In order to accomplish this, the Company proposes:

- a. Overhead, Underground, O&M and Fleet workers will have a bag packed at their work location with appropriate clothing, toiletries, etc., so as to be able to go out of town on emergencies for at least four days. The Company will provide a one-time stipend of \$40.00 to those groups of workers. Employees without a packed bag will not be eligible to go out of town.
- b. Out-of town assignments will be limited to fully rated Line Workers, Splicers, and O&M workers. The assignment of lower-rated workers will be made only after all available, fully-rated workers are engaged.
- c. Only workers with valid and updated CDL licenses, including updated DOT medical certificates, are eligible for out-of-town assignments.
- d. Workers attending or training at any National Grid Training facilities will not be eligible for out-of-town assignments unless determined by the Company.
- e. For advance notice of out of town assignments, employees called six hours or more in advance of the start time will not receive compensation from the time of the call. Employees called with less than six hours prior to the start time will be paid from the time of the call and acceptance of work.
- f. Twenty-four hour DOT reset time will be at straight time.
- g. Employees assigned to work in emergencies in companies not affiliated with the System will be paid during this emergency assignment the prevailing straight time rate of the foreign company for their classification if it is higher, but this does not apply to any other rate of pay or working condition.

Section 10. Off-Hour Coverage Premium

- a. Employees required to stand by for possible call-in will be paid \$70 per day, Monday through Friday and \$85 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of the coverage period, the daily stipend will be increased to \$125 per day for all days in the coverage period.
- b. In the case of a holiday or holiday weekend, where the Company requires employees to be placed on stand-by, it will notify the local union at least 30 days in advance of the number needed and the local union will supply the names at least 48 hours prior to the start of the coverage period. If the Company does not notify the local union within 30 days of holiday coverage, the normal call out procedures will be followed. If the Union cannot fulfill the Company's request, the junior qualified individuals will be required to fill the request. The on-call responders will be given a pager and must respond within 10 minutes of the page. Holidays covered by this section are the named holidays (excluding floating holidays) those listed in Article X of the contract.
- c. Work assignments for employees called in while receiving stand-by pay will be limited to the District boundaries.
- d. Telecommunications: An on-call stipend of \$250 per week will be paid to technicians who are assigned to weekly on-call.
- e. Employees who are assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.

Section 11. Assignments To Off-Hour Coverage

Assignments pursuant to the Off-Hour Coverage provision, other than for Section 10 above, will be made for weekly periods. Wherever assignments have heretofore been made pursuant to such provision, such assignments will be continued for weekly periods during the term of the agreement.

C. Overtime

Section 1. All employees regularly scheduled to work eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for all hours worked in excess of eight per day or forty per week; employees normally scheduled to work more or less than eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for hours worked in excess of such scheduled hours per day or forty per week provided that no employee shall be paid both daily and weekly overtime on account of the same hours of overtime worked.

Section 2. Employees when required to work on their regularly scheduled days of relief shall be paid overtime at the rate of one and one-half times their regular rate.

Section 3. "Regular rate" for the purpose of this Article shall mean the regular weekly wage of such employees divided by forty.

Section 4. All overtime hours worked on Sunday will be compensated at the rate of double time.

Section 5. Response To Overtime

- a. Because of the nature of our business, and our need to provide 24-hour a day service to our customers, it is necessary that employees work a reasonable amount of overtime – planned and unplanned.
- b. Troubleshooters or the Shift Workers on duty shall be the primary response to emergencies. If additional employees are required then those on stand-by pay shall be used. If additional employees are necessary, the call list process described below shall be utilized.
- c. Employees shall furnish an acceptable means of off-hour contact by telephone.
- d. Utilizing a rotating call list procedure:
  1. If the local union Response to Overtime response rate is equal to or greater than the response rate below, then the entire local call list in the district will be called first, followed by the call list for the secondary platform applicable to the town involved as designated by the Company.
  2. If the local union Response to Overtime response rate is less than the response rate defined below, then the local platform call list will be called first (but not the entire local), followed by available employees already responding to other emergencies in other local union areas, followed by the call list for the secondary platform applicable to the town involved as designated by the Company. Shift workers responding to emergencies may only work incidental overtime outside their local.
  3. The response rate standard for the Overhead Lines, Underground and Substation O&M departments is 30%.
  4. The lack of response records of employees will be reviewed on a periodic basis. Consideration will be given to the number of instances, the reasons for lack of response and the average response record of the employees in the department. If, as a result of this review, management considers that an employee's lack of response record is excessive, the employee will be reminded of his or her obligation to share in necessary overtime in an informal meeting with his supervisor. A continuing unsatisfactory response record will result in a formal meeting with the employee (with Union representation), and the employee will receive a written warning. A continued unsatisfactory response record may result in more severe disciplinary action.
  5. For this purpose, the measure is calculated as the percent of calls made which result in a report to work. Employees who have worked 400 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. Overtime hours resulting from an out of town storm restoration assignment to a non-National Grid affiliated company will not be counted towards the 400 hours. This standard is to be measured on a going-forward basis only in 6 month increments ending each calendar quarter following an adequate notice period to all affected employees. Employees who do not respond to a call will be charged with an instance

for lack of response (exception – employees who are out on authorized absences). Employees shall not be charged with more than one instance in a twenty-four hour period or on consecutive days of relief. Employees unable to respond due to DOT regulation requirements and employees out on authorized absences will not be charged with non-response if called.

- e. In the event the Company cannot get required resources from the procedure described above, supervisors and contractors may be used.

**Section 6. Minimum Payment For Certain Overtime**

- a. Employees subject to this agreement shall be paid a minimum of three hours pay at time and one-half or overtime pay for actual hours worked, whichever is greater, for each time called out during unscheduled hours.
- b. This minimum shall not apply in any case where employees are assigned to work continuous overtime from the end of their regular work day or assigned to work one hour or less immediately prior to the beginning of their regular workday. Overtime rate for actual time worked shall be paid for this continuous time.
- c. If such employee is scheduled in advance for overtime work on a day of relief, he will be paid the minimum if the overtime work is canceled unless he is notified of the cancellation prior to the close of the preceding regularly scheduled work day. If no such notice is given, the employee will report for work as scheduled, unless otherwise notified.
- d. If such overtime is scheduled on a regular work day, the minimum will apply unless the employee is notified of cancellation prior to the end of such regular work day.
- e. When an employee is called out during unscheduled hours, he will be credited with the time reasonably required beginning at the time the call is made to travel from his home to the station or job and back to his home.

**D. Clothing**

**Section 1.** It is agreed that it will be the practice to replace damaged clothing when it is ruined in unusual or extraordinarily dirty jobs.

**Section 2.** Employees in the Overhead, Underground, Substation O&M, Customer Meter Services (Roster A & B) departments will be provided initial fire retardant clothing allowances of \$915.00 and annual allowances of \$340.00. The allowances will be available at the beginning of each fiscal year (April). 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 allowance will be indexed to the average price increase, if any, during the term of the contract.

On or before August 1, 2014, the Company will establish clothing accounts in the amount of \$200.00 and then on April 1 of each year an annual clothing allowance of \$200 will be provided for Facilities (non-clerical) personnel. All Facilities personnel are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion.

Section 3. The Company will provide annual cleaning allowances as follows:

Overhead and O&M:	\$ 125.00
Underground:	\$ 225.00

Section 4. In the event that OSHA adopts a standard requiring change to our Nomex clothing policy, the Company agrees to meet with the Union to discuss implementation of such revised standard.

Section 5. Effective May 2014, an annual allowance (paid in one installment) protective footwear allowance of \$200 will be provided for employees in the following departments: Overhead, Underground, Substation O&M, Work Readiness, Stores, Facilities, Fleet, Customer Meter Services (Rosters A&B), Central Meter Test, Distribution Design and Telecommunications. 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).

Section 6. Meter Reading

Meter Readers will receive an annual clothing allowance of \$200 and an initial startup allowance of \$500 for new Meter Readers. All Meter Readers are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion. Any uniform grandfathering in the Metering Services department is terminated.

E. Miscellaneous

Section 1. The personal mileage reimbursement rate is the per mile rate established annually by the IRS.

Section 2. Employees required to work away from their own areas on emergencies will be reimbursed for clothing and personal articles if not given proper notice.

Section 3. The Company will reimburse employees for 100% of the premium cost of licenses required by employees as a condition of employment in their classifications. The reimbursement is based on the cost of licenses and endorsements.

Section 4. For employees requiring a Class A or B Commercial Drivers' License, the Company will pay the difference between Class C and A or B.

Section 5. Effective December 31, 2014, all employees will be paid electronically and their pay will be direct deposited.

F. Benefits

Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefit 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 benefit, the selection of insurers (except for POS plans), trustees or administrators, funding, investment management and the process and procedures for benefit processing.

Section 1. Final Average Pay Pension Plan II

The Company pays the full cost of this plan.

Section 2. Defined Contribution Pension Plan

All employees hired on or after May 12, 2014 will be enrolled in a Defined Contribution Pension Plan.

Section 3. Incentive Thrift Plan

- a. The Company Match is increased to:
  - 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. Effective September 1, 2007, employees can elect to make their contribution on either base or all pay.

Section 4. Active Employee Health Care

- a. The Company will maintain not less than the level of hospitalization and medical coverage as provided under Blue Cross/Blue Shield listed below at the date of this agreement.
- b. The Company will provide the Blue Cross-Blue Shield Student Program for children of full-time employees who are over 19 years of age but have not yet reached their 26<sup>th</sup> birthday.
- 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. Effective January 1, 2008, the Company contribution percentages for health insurance are:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%
- e. Effective January 1, 2015 the Medical Opt Out will be eliminated.
- f. Effective January 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.

- g. 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.
- h. 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.
- i. 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.
- j. If during the term of this Contract, any State or National Health Program is legislated and affects the Company costs in the benefit areas previously negotiated, the Company is willing to negotiate the redistribution of the savings to the Company, if any, by such action. Such redistribution shall be limited to the existing cost.
- k. In advance of the 2009 health plan enrollment, National Grid agrees to solicit bids for medical and prescription drug coverage on behalf of all IBEW employees at National Grid. Any change in benefits, vendors or providers shall be by mutual agreement.

Section 4. 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, 2008, the Company contribution for dental is as follows:

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

- b. Effective January 1, 2008, the annual maximum benefit is increased to \$2,000.
- c. Dental coverage terminates at retirement.

Section 5. Disability Insurance

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

5/12/03	\$50.64
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 benefit 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.
- e. Employees are normally required to exhaust their active payroll benefits before becoming eligible for disability benefits under the Long Term Disability Plan. This would include all holiday, vacation, and occupational or non-occupational disability benefits. However, subject to agreement by the Company, employees may postpone vacation entitlement at the time they have exhausted occupational or non-occupational benefits and begin receiving benefits under the Long Term Disability Plan subject to the following conditions:
  - 1. The maximum amount of vacation entitlement employees may postpone cannot exceed the vacation they would be entitled to in that calendar year.
  - 2. It will be the obligation of the employee or the Union to request vacation postponement under the terms described above prior to the time the employee exhausts occupational or non-occupational benefits.

Section 6. Basic Group Life Insurance

The Company pays the full cost of this plan.

Section 7. Optional Group Life Insurance

The employee pays the full cost of this plan.

Section 8. Retiree Health and Life Insurance

- a. Effective August 1, 2003, upon retirement:
  - 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after May 12, 2007, 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.
- b. Those employees eligible for the VERO, as outlined in Attachment I. to the May 12, 2003 Memorandum of Agreement, will retain the current benefit design at any retirement date.

Section 9. Broken Service

- a. 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.
- b. Rules for the crediting of service after a break in service under the pension plan are contained in Section 4.07 Reemployment in the Final Average Pay Plan II.
  - c. Effective 5/12/99, employees must make specific claim for this adjustment and must supply as much information as possible to the Company.

**Section 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 Educational Aid Program Application for Approval & Reimbursement form 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.

**Section 11. National Grid Scholarship Program**

Effective with the next scholarship award cycle in January of 2004, the National Grid Scholarship Program is available to all employees. Future program continuation, termination, or changes is at the full discretion of the Company.

**Section 12. Dependent Care Assistance Plan**

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

**Section 13. Workers' Compensation Benefits**

- a. 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.
- b. Workers' Compensation checks are made payable directly to the employee by the insurance carrier.
- c. 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.
- d. The Company agrees to explore alternative dispute resolution methods for Workers' Compensation issues that would work to the mutual benefit of both the Company and the Union in helping to control costs.

**Section 14. Severance Pay Plan**

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

a. **Basic Severance**

1. 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.

2. 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.

b. Enhanced Severance

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

1. 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).
  2. Up to one year Company contribution towards COBRA health coverage.
  3. \$4,000 gross for retraining or education reimbursement during first year following severance.
  4. Election period of 90 days.
- c. Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.
- d. Severance pay benefits shall not apply to employees:
1. Discharged for just cause
  2. Retiring from the Company (including early medical retirement).
  3. Leaving on leave of absence.
  4. In the event of death.

Section 15. Moving Expenses

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

Section 16. Perfect Attendance Program

Permanent employees, following one (1) full year of continuous employment will be entitled to a reward for each Calendar Year during which there are no absences except those due to jury duty, vacations, bereavement, military leaves of absence and union leaves of absence.

First year of perfect attendance, one (1) additional floating holiday and one hundred fifty dollars (\$150) will be awarded.

Second consecutive year of perfect attendance, one (1) additional floating holiday and two hundred twenty-five dollars (\$225) will be awarded.

Third consecutive year or more of perfect attendance, one (1) additional floating holiday and three hundred seventy-five dollars (\$375) will be awarded.

Awards are paid out the following year. Floating holidays are to be scheduled the same as the current vacation policy.

## **ARTICLE X – HOLIDAYS**

**Section 1.** Employees subject to the provisions of this agreement shall receive normal straight time compensation on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the last scheduled workday before Christmas Day and Christmas Day plus two floating holidays which are subject to the Supplementary Holiday Provisions below. This subdivision does not apply to employees who are not paid for the week in which the holiday occurs, with the exception of employees on the active payroll, absent due to illness or injury.

**Section 2.** If employees work on such holiday in their normal schedule, they shall receive in addition to the first paragraph one and one-half times their straight time hourly rate for all hours worked in that schedule.

**Section 3.** 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.

**Section 4.** 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.

**Section 5.** If an employee is absent but receiving vacation pay or authorized funeral leave, and the holiday occurs on his normal work day, 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.

**Section 6.** 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.

**Section 7.** All eligible employees shall be paid for hours not worked on recognized holidays, the wages or salary they would have received if such holiday had not occurred.

**Section 8.** It is intended that an employee on higher assignment for scheduled hours the day before a holiday and the day after the holiday, and who would have received the assignment pay if the holiday had not occurred, will be paid the assignment pay on the holiday.

**Section 9.** An employee who is retiring prior to utilizing his floating holidays will have those days added to the vacation allowance to which he is entitled on going into retirement.

**Section 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 North Andover Garage, will be paid the shift premium along with his holiday pay which would have been earned if worked.

Section 11. Under normal conditions, an employee will receive one day's pay as a result of a holiday falling on his day of relief. If the employee desires to have compensating time off in lieu of pay for the holiday, his supervisor will endeavor to arrange for a day off that is mutually agreeable and is consistent with the employee's wishes, the work load and will not result in any increased expense to the Company.

Section 12. An employee on Off-Hour Coverage for a week including a holiday may have a day off that is mutually agreeable. The day off will be subject to the workload and will not result in any increased expense to the Company and cannot be carried over into the next calendar year.

#### **ARTICLE XI – VACATIONS**

Section 1. Effective January 1, 2008, vacation shall be accrued over any ten months during the calendar year. For 2007, vacation accrues from June 1 through December 31 except that in the event an employee is absent for two months or less at any time during calendar year 2007, he/she shall receive a full accrual for 2008. No month of absence can affect more than one vacation accrual period.

Section 2. 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.

Section 3. Employees, on January 1 following one year of continuous service will be entitled to two weeks' vacation with straight time pay.

Section 4. Employees, on January 1 of the year in which they complete of five full years of continuous service, will be entitled to three weeks' vacation with pay in that year.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. Effective January 1, 2008, 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.

Section 9. 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.

#### **Section 10. 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.

**Section 11.** 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.

**Section 12.** 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.

**Section 13.** 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.

**Section 14.** 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.

**Section 15.** 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.

**Section 16.** 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.

**Section 17.** In order to encourage and reward response to call-outs, employees in Overhead Lines, Underground and Substation O&M departments meeting certain overtime hours worked and response to call-out percentages will receive additional vacation pay as described below:

Call-out Response Rate	Hours Added to Weekly Vacation Pay			
30 %	3	5	6	7
25 %	2	4	5	6
	100 – 199	200 – 399	400 – 599	600 +
	Hours of overtime Worked in a Year			

- a. For each 12 month period ending on September 30 of each year, the number of hours of overtime worked and the response rate to call-outs will be determined for each employee. In the following calendar year, additional vacation pay in the form of hours at time and one-half per vacation week shall be paid as shown in the table above.
- b. Additional work is needed to determine how this increment would be calculated for vacation taken in less than full weeks, but it would be applied pro-rata.

**Section 18. 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:

Years of Employment in the vacation year	Days Pay For Each Mo. After Jan 1	Maximum Working Weeks
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.

**ARTICLE XII – SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE**

**A. 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 shown 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. (Article XII , A., 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.
  - 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 Northern General Services as referenced in May 12, 2003 Memorandum of Understanding.

B. 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. 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.

C. 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. Blood Lead Testing

Blood lead testing for the Underground department is mandatory.

Section 3. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy provides for termination of employment upon the second positive test, with a required second test during rehabilitation no later than 45 days following the initial positive test. When the Medical Review Officer determines that an employee's urine specimen is dilute, a mandatory retest will be conducted. A positive drug or alcohol test older than seven years will not be considered as a strike under this language. The Company agrees to work with its health plans to achieve maximum possible acceptance of EAP or other intervention counselor's prescribed treatment plans for employees testing positive. Employees with one or two strikes through 60 days following initial

announcement, by letter dated September 22, 1999, of this change will continue to be subject to prior policy provisions.

Section 4. 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 5. 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.

D. Disability Retrogression Pay Plan

Section 1. 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.

Full Years Of  
Continuous Service At

<u>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.

b. If applying the new PLAN to such employees (using the date of retrogression) would produce a higher rate of pay, they shall receive the higher rate as their ADJUSTED pay rate.

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.

**E. 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.

### **ARTICLE XIII – LEAVES OF ABSENCE**

#### **A. General**

**Section 1.** After three 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 three years except in unusual circumstances.

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

**Section 3.** An employee with three 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.

#### **B. 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 upon the orders, in any one calendar year. Up to five of these days may be taken as single days with thirty (30) days advance notice. 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 memorandum dated February 2, 1942, and Sections 1-D-3 (dated 7/20/45) and IVI dated 4/2/45 of "Plan for the Reemployment 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

Eligible employees who are activated for a period exceeding their normal 2 or 3 week annual training period, 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.

Section 5. Suspension of Compensation

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

Section 6. Vacation Allowance

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.

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.

C. Amount And Period Of Wages While On Jury Duty

Section 1. Full normal wages or salary (less payment received for jury service) will be paid to eligible employees while absent from work for jury duty.

Section 2. 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 anybody 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:

- a. An employee is suing the Company.
- b. 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.
- c. 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 and respondents in the matter.

Section 3. 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.

Section 4. 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, however, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

Section 5. If an employee on jury duty is excused for one day or more, he is expected to call his supervisor and inquire whether or not he should report for work. The supervisor's decision shall be final.

D. Funeral Leave

Section 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 all scheduled work days falling within the three-day period next following the date of a death in the immediate family (wife, husband, same-sex spouse, same-sex domestic partner, children, step-children, daughter-in-law, son-in-law, parents, stepparents, sister or brother, stepsister, stepbrother, parents-in-law) or in the immediate household. For other members of the family (grandparents, grandchildren, nieces, nephews, brothers-in-law, sisters-in-law, aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled work day.

Section 2. 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.

E. Payment Of Wages For Other Time Not Worked

Section 1. 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.

Section 2. No employee will be paid wages for time lost or not worked due to habitual tardiness or other unauthorized personal absence.

F. Union Business

Section 1. The Company agrees to grant to permanent employees such reasonable leaves of absence, without pay, for the transaction of official union business of the Union, in such numbers and for such length of time as the Company may determine. During such leaves of absence, the employee will be provided with benefits as follows:

- a. Continued pension plan participation the cost of which will be borne by the Company.
- b. Continued medical plan participation to be billed to the Union at the rate of the applicable employee contributions required under this agreement.
- c. Continued disability plan participation to be billed to the Union at full cost.
- d. Continued life insurance plan participation at no cost to the Union.

Section 2. Any such employee who returns to the employ of the Company at the expiration of his leave of absence, will be credited with the seniority that such employee would have had if he had remained in active service with the Company during the leave of absence, and shall be assigned to the classification in the roster to which such seniority entitled him, provided such employee is then qualified by fitness and ability to perform the work of such classification.

Section 3. With the implementation of the new Employee Information System, the Company will explore the feasibility of accruing payroll credit to the Goals Program for time not paid due to Union business.

Section 4. As soon as practical following the implementation of the new payroll/HR system, the Company will establish a new pay status which will apply during times the employee is on an authorized absence for union business with pay at the expense of the union- the status which is referred to today as Union-No Pay. The Company will then make payment of regular pay for such authorized day(s) as though the employee worked for the Company and then invoice the applicable local union on a regular basis for the costs of such regular pay plus payroll taxes, Thrift Plan Match, and any other items which are additional costs that are not currently paid by the company in connection with this unpaid time.

Section 5. Payment from the union will be required within 30 days of invoicing. Repeated or recurring non-payment or late payment by any local will result in termination of this arrangement for that local.

**ARTICLE XIV – SAFETY**

Section 1. The Company will continue to make reasonable regulations for the safety and health of its employees during their hours of employment. Representatives of the Company and the Brotherhood shall meet from time to time at the request of either party to discuss such regulations. Before any new regulation is established, the Company shall send a copy of the contemplated regulation to the Business

Manager of the Local representing the employees involved. The Company will suspend the enforcement of the contemplated regulation pending a conference with representatives of the Brotherhood to discuss the reasonableness of the new regulation if such a conference is requested by the Business Manager. The Brotherhood agrees that its members employed by the Company shall comply with the regulations made by the Company, and the Brotherhood also agrees that its members will use the protective devices, wearing apparel and other equipment to be provided in accordance with the present practice of the Company for the protection of employees from injury.

Section 2. The System agrees to participate in a joint committee established to discuss uniform safety standards. This committee is to make advisory recommendations for System acceptance.

Section 3. A joint Union/Management Safety Committee will be formed to meet bimonthly to discuss safety problems.

Section 4. Class II rubber sleeves and gloves will be worn when working on energized primary conductors and equipment. The Union will participate in the selection process for rubber sleeves for New England companies. The Company will issue a policy on the appropriate use of sleeves to all operating departments within the next three months.

Section 5. The testing cycle of Class II rubber gloves will change from one month to 90 days.

Section 6. Work group leaders will conduct a pre-job briefing before the start of each job assignment. The crew leader will sign each pre-job briefing form, and the crew will affix their initials indicating their attendance at the briefing.

#### **ARTICLE XV –DISCIPLINE AND DISCHARGE**

Section 1. Upon the written request of the Brotherhood made within ten days from the date upon which an employee has been disciplined at the written reminder level or above, suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Brotherhood of the reason for the suspension or discharge.

Section 2. The hearing will be conducted by the department head or manager within ten days of the written request, and if exonerated, the employee will be reinstated without prejudice and compensated for any loss in wages. At the hearing, the Union shall represent the employee so disciplined and may present witnesses. When hearings on discharge require further attention through the grievance procedure, a grievance meeting will be held at the third step level within ten days of the hearing.

#### **ARTICLE XVI – SETTLEMENT OF DISPUTES**

Section 1. While this agreement is in effect, there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union an/or subject to the terms and conditions of this agreement who, without the authority or sanction of the Union, voluntarily absents himself or herself from work because of any dispute or demand may be denied further employment or suspended at the option of the Company.

Section 2. Any dispute arising during the term hereof shall be treated as a grievance and every reasonable endeavor shall be made to settle such dispute by agreement between the Union and the Operations Manager or Division Director of the Company.

Section 3. Disputes and grievances shall be handled with the aggrieved employee with the Shop Steward in the following steps: first, with the supervisor or foreman; second, with the department head; and third, with the Union and the Operations Manager or Division Director of the Company, or his representative. Grievances continuing beyond the first step shall be in writing for the records of the Company and the Union, and shall be presented in quadruplicate on forms to be provided by the Company. Grievances will be answered within fifteen days if possible; if not, the Local will be notified and given the reason for the delay.

Section 4. All grievances not settled under the procedure outlined above and other differences arising between the parties relative to wages, hours, conditions of employment or other matters mentioned in this agreement shall at the request of either party, be referred to arbitration to an arbitrator mutually agreed upon by the parties, whose decision shall be final and binding. Each party shall bear its own arbitration expense. Compensation of the arbitrator shall be borne equally by them. In case the parties are unable to agree upon the choice of an arbitrator, then the arbitrator shall be chosen from a list of arbitrators to be supplied by the American Arbitration Association.

Section 5. Multiple or unrelated grievances shall not be arbitrated simultaneously, in the same hearing, before the same arbitrator except by mutual agreement of the parties.

Section 6. The provisions of this Article shall not apply to probationary employees.

Section 7. The parties agree to participate in a so-called "last best offer" pre-arbitration conference upon request of either party provided that such conference must be requested in time for the arbitration to be cancelled without cost to either party.

Section 8. Except as specifically provided herein, this agreement shall not be changed or added to by arbitration, and all awards shall be consistent with the terms hereof.

## **ARTICLE XVII – SUPERVISORS**

Supervisors who are not covered by the labor agreement will do only such incidental work as is necessary to instruct others or to improve operations. They shall not, except in emergencies, perform work that employees subject to the labor agreement are normally required to perform.

## **ARTICLE XVIII – STIPULATIONS**

Section 1. Except where specifically provided otherwise herein, all notices and requests shall be deemed to have been fully and completely served or made by the Company when sent by registered mail addressed to the Business Manager of the Local Union, and by the Brotherhood when sent by registered mail to the Company.

Section 2. The Union agrees that for the term of this agreement, all requirements of the Electricity Restructuring Act of 1997, including Section 1E related to staffing levels have been satisfied and that this agreement is a collective bargaining agreement under that language.



Section 3.      Notify and Discuss

The Company and the Union will continue to cooperate in the introduction of any new machinery, equipment, systems, and/or operational policy or procedures which calls for significant changes to the current job specification or new job specifications including entry level testing requirements. The Company will give the Union ninety (90) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current proposed job specifications, entry level testing requirements, operational policy or procedure, and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the ninety (90) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues and only these issues may be referred for resolution in accordance with Article XVIII, Stipulations.

Section 4.      The Company agrees to remind its supervisors of the need to respect the judgment of the crew leaders in matters of safe work execution. The Company does not tolerate intimidation, harassment or other unwarranted pressure on crew leaders exercising such judgment.

Section 5.      The Company will not purchase any product that has been manufactured or produced in working conditions that resemble a sweatshop or that have child labor in the workforce.

Section 6.      GWI for Red-Circled Employees

Effective May 12, 2014, red-circled employees will receive the applicable general wage increase on their actual pay rate.

**ARTICLE XIX – TERM OF AGREEMENT**

Section 1.      The term of this agreement shall commence as of the 12<sup>th</sup> day of May 2014, and shall continue through May 11, 2017, at the expiration whereof the term shall automatically continue for a period of one year and so on for like one-year periods unless terminated on the eleventh day of May, or on the eleventh day of May of any year thereafter by a written notice from either party to the other at least sixty days prior to such date of termination.

Section 2.      To the extent not otherwise provided for in this agreement, the contents of the Memorandum of Understanding dated May 11, 2014 are hereby incorporated by reference.

Section 3.      Proposed amendments to this agreement may be submitted by either party to the other in writing on or before the eleventh day of May 2017, or the eleventh day of May of any year thereafter during the term hereof. The parties shall confer on or about the eleventh day of May 2017, or on or about the eleventh day of May of any year thereafter and endeavor to agree on proposed amendments submitted as aforesaid. Amendments mutually agreed upon shall become effective on the twelfth day of May following the submission of such amendments unless the parties hereto agree upon a different effective date, provided neither party terminates this agreement in the manner herein set forth. In the event that the parties fail to agree upon a disposition of all amendments proposed as aforesaid before the twelfth

day of May 2017, (or the twelfth day of May of any year thereafter) those not agreed upon shall be disposed of in the manner providing for the settlement of disputes under Article XVI herein, provided however, that this shall not be construed to prevent the absolute termination of this agreement on the eleventh day of May 2017, or on the eleventh day of May of any year thereafter, as provided in this Article.

## **ARTICLE XX – CONTRACT SUCCESSION**

**Section 1.** In the event the Company decides to change the named employer of employees at any location, in any department, from the name of one subsidiary or affiliate to another, this agreement shall be binding on such successor employer even if it is not so named in the preamble to this agreement.

**Section 2.** In the case of consolidation or merger of the Company with an affiliated company or the sale of all or part of Company property to an affiliated company or the sale, lease, transfer or assignment of any of the operations covered by this agreement, the provisions of this agreement will continue to apply to such property and/or operations to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

**Section 3.** In the event of a merger or sale of all or any part of its property or business to a non-affiliate of the Company, the provisions of this agreement will continue to apply to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

ATTACHMENT A

**NATIONAL GRID  
AND  
IBEW, LOCALS 326, 486 and 1465  
STORM SUBCOMMITTEE**

This document is intended to clarify existing contract language contained in the IBEW, Local 326, 486 & 1465 collective bargaining agreement.

**Triggers for 18&6 Storm Premium (18 @1.5 and 6 paid rest @ straight time):**

- Field Workers (OH, UG, O&M) and Field Support workers (CMS, Telcom, T&D Inspectors, Designers (first assignment is storm room support) performing Overhead work – cut and clear and restoration, within a district engaged for a period of more than 24 hours in storm restoration activities.
  - 24 hour clock for this trigger initiates once employees are assigned work;
- Crew (s) sent out of district (as they exist today) for more than 24 hours; Districts – Southeast, South Shore, North Shore, Merrimack Valley, Rhode Island, Western, Central;
- Contractors on the clock for more than 24 hours from when they are assigned work within a district. Contractors for this purpose also include internal resources, external contractors, contractor crews; Service Company, out of district crews; etc.
  - 18/6 trigger is based on assignment of work
  - **Type of Work and Pay:**
  - Wires Down Standby/Appraisal, inside support work (CMS, Work Readiness, Clerical, Design Group) results in time and one half for all hours worked, no paid rest. Cut and Clear and restoration work results in the 18/6 payment (upon satisfaction of the 24 hour clock). Employees qualified for cut and clear but assigned to lower outside storm assignments will be paid at the cut and clear rate (upon satisfaction of the 24 hour clock);
  - The following job functions will be utilized in cut and clear as a single person: rated and second class employees in Overhead Lines, Underground & O&M, T&D Inspectors, Designers, Meter Workers and Telecom. Pursuant to the National Grid Safety Manual section 1.1.1 employees who need an assist in performing this work will receive an assist as needed. The existing practice of utilizing third class lineman in storms, will continue;
  - Upon execution of this collective bargaining agreement, existing Meter Worker A's, Meter Worker B's and Meter Worker C's, Designers, T&D Inspector and Telecom have a onetime option to become exempt from cut and clear/service restoration work as outlined in the new job description. Any employee who elects to become exempt from cut and clear/service restoration will continue to be

required to perform wires down appraisal (or existing storm assignment) as their emergency storm assignment. If an employee bids out of his/her current classification, this exemption will no longer apply. Grandfathered employees will not be eligible for 18/6 and will be called secondarily to those qualified for cut and clear and above. These employees will have the option to attend the training program and will then have a one-time option to opt out within seven (7) days of successful completion of the training program. An employee may opt into the program at a later time but may not then opt-out.

- The Company and the Union will meet to review and develop a cut and clear/service restoration, training program; The Union will designate three representatives for this committee and the committee will meet no later than June 30, 2014;
- This single worker provision for the Overhead, Underground, O&M (as defined in the 2003 Single Worker Agreement will not have its restrictions of: a) percentage of employees utilized and; b) daylight hour waived during storm emergencies and then reinstated once the storm event is called off is for storm purposes and does not supersede the 2003 Single Worker agreement;
- Having the storm room (wires down, etc.) open does not drive any storm premium/pay;
- “End of regular workday” – defined as when the employee leaves the property;
- Front loaded rest time for Overhead workers (this is the “the OH line worker is home and we have people doing “their work”. This applies when we have field workers (i.e. UG, O&M, CMS) staffed for wires down/storm restoration work. (regardless of whether they have been assigned work) – staffing of field workers will drive the rest pay);
  - NOTE: Front loaded rest time is based on staffing of wire down/field resources.
  - Troubleshooters are not eligible for front loaded rest time. Exception: “Day” Troubleshooter (assigned 7AM-3PM) but sent home for rest during a storm condition in Local 486 and 1465 to return later for a scheduled storm shift later that evening.
- Inside help and support groups, when assigned to storm premium work, will be assigned to shifts no less than 12 hours and up to 16 hours of storm premium (no paid rest). The Company and the Union will continue to discuss the best utilization of support personnel for storm response and appropriate training;
- Support personnel sent out of district and housed will be paid up to 16 hours at time and one half and then paid rest (current practice of Fleet staff embedded with crews receiving 18/6 will continue);
- Employees who are qualified to perform cut and clear work and above and assigned to a host district that has triggered the storm premium, will be paid time and one half for all hours worked but will be

ineligible for paid rest time on a daily assignment to the hosting district – (current practice of assignment will continue), unless employees are assigned to these host districts for three or more days, will be paid the storm premium from day one.

- Out of town assignments will be based on requests from hosting utilities/internal districts and will be balanced against the Company's operational needs (current practice);
- Ending of storm – The regular method of payment will be reinstated when either the contractors/outside crews are released from restoration work, or an employee is released in the case of no viable work by job duties;

<b>Somerset</b>	<b>Cut/Clear</b>	<b>Wire Appraisal</b>
Overhead Lines	X	X
UG, Sub-Station	X	X
CMS	X	X
Designers 1 <sup>st</sup> Prior	X	X

<b>Western Mass</b>	<b>Cut/Clear</b>	<b>Wire Appraisal</b>
Overhead Lines	X	X
Sub-Station,	X	X
CMS/Designers 1 <sup>st</sup> priority is storm room assignment	X	X
Telecom – 1 <sup>st</sup> priority is relay work	X	X

<b>North Andover</b>	<b>Cut/Clear</b>	<b>Wire Appraisal</b>
Overhead Lines	X	X
Underground, O&M	X	X
T&D Inspectors	X	X
CMS	X	X
Designers 1 <sup>st</sup> priority is storm room assignment	X	X
Telecom – 1 <sup>st</sup> priority is relay work	X	X

\*Qualified Cut & Clear personnel will be maximized prior to calling wire appraisal.

ATTACHMENT B

**NATIONAL GRID  
AND  
IBEW, LOCALS 326, 486 and 1465  
CUSTOMER METER SERVICES**

1. The Company will continue to have two (2) rosters in Customer Meter Services. The rosters will be comprised as follows: Roster A (progression roster) will contain CMS Working Leader A, Meter Worker A and Meter Worker B and Roster B will contain CMS Working Leader C, Meter Worker C and Meter Service Representative. Roster A and Roster B will be subject to the roving agreement.

<u>Current CMS</u>		<u>New CMS</u>
<u>Roster A</u>	<u>Roster B</u>	
Working Leader, Working Leader (80)		CMS Working Leader A
Meter Worker 1/C, Meter Worker 2/C, Meter Worker 3/C		Meter Worker A
Meter Worker 2/C, Meter Worker 3/C		Meter Worker B
	Working Leader, Working Leader (80)	CMS Working Leader C
	Meter Worker Associate, Meter Worker Associate (80)	Meter Worker C
	Meter Reader, Meter Reader (80)	Meter Service Representative

1. All current National Grid CMS employees on the property as of May, 11, 2014, will be mapped into the new CMS career path. Upon progression through the CMS career path, CMS employees that promote up will be placed in the step of the classification that will 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.
  - a.) Employees within the Local who bid into the CMS department:
    - 1.1.a.1. Roster B - will be placed at the second step from the bottom of the wage scale for that position.
    - 1.1.a.2. Roster A – will be placed at the bottom step of the wage scale for that position.
- 1.2. The Company will map the existing Meter Readers to the title of Meter Service Representative and they will be grandfathered into their existing meter reading duties and wage rates. (See attachment F2)
- 1.3. Within 30 days of execution of this collective bargaining agreement, existing Meter Readers will be granted a one-time opportunity to progress to the Meter Worker C classification. These employees

will be mapped to the second step of Meter Worker C and will progress according to the schedule of wages.

1.4. 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.

1.5. Incumbent Roster A employees as of May 11, 2014, will not be assigned "books".

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

Title	1	2	3	4	5	6
CMS Working Leader – A	39.90					
Meter Worker A	35.88	34.82				
Meter Worker B	32.45	29.49				
CMS Working Leader – C	31.32					
Meter Worker C	29.74	28.72	26.81	24.91	22.66	19.74
Meter Service Representative	22.81	20.50	18.45	16.40		

2.1 Wage step progressions will be on an annual basis.

2.2 Mandatory progression only from Meter Worker B to Meter Worker A Classification.

Employee in progression must pass progression testing, both classroom and field proficiency testing in established timeframe to progress.

2.3 Progression time from Meter Worker B to Meter Worker A will be 18/30 months.

2.4 Employees hired into CMS will be brought in at 100% of the lowest wage rate of the classification of work.

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

**3.1 Metering Services Representative**

- a.) All meter reading activity (e.g., EMR, AMR, skips/special reads, verify meter numbers and ERT's, MV90/DAP Reads, etc.)
- b.) Upload/Download meter reading data as required
- c.) Physical offs, including Use on Inactive (self-contained metering, <250 volts)
- d.) Field collection activity
- e.) Installation and removal of meter locking devices on assigned work
- f.) General shop work (e.g., housekeeping, junking, shipping, deliveries/pick-ups, etc.)
- g.) Assist on two-person assignments as needed
- h.) Wire Down Appraisal

**3.2 Meter Worker C**

- a.) Turn on/Install/exchange meters and accessory equipment. (self-contained metering, <250 volts)
- b.) Remove meters and accessory equipment. (self-contained metering, <250 volts)
- c.) Installation and removal of meter locking devices (e.g. electrician requests)
- d.) Investigate and correct irregular metering conditions with appropriate equipment, i.e., stopped/low use meters, bad ERT's (self-contained meters, <250 volts)
- e.) Program electronic meters as required
- f.) Loop checks
- g.) Cut & Clear work during storm emergency assignment only

h.) Perform all duties of lower classification

3.3 CMS Working Leader – C

- a.) Monitor & prioritize workload and staffing, tools & equipment required in coordination with the CMS Supervisor and the Dispatch & Schedule Department.
- b.) Maintain/order tools & equipment as required
- c.) Participate in safety meetings, employee proficiency checks, and QA's. Provide safety feedback and training to employees as needed
- d.) Conduct employee meetings, attend work planning meetings and coordinate customer appointments as required
- e.) Perform general office work, run reports, update systems as required, i.e., Storms, CSS
- f.) Perform all duties of lower classifications

3.4 Meter Worker – B

- a.) Turn On & Off meters (all voltages)
- b.) Install/exchange/remove meters and accessory equipment (Self Contained <650v, and A-Base meters)
- c.) Test meters (<650v) with appropriate test equipment.
- d.) Read and perform minor maintenance to totalizing systems.
- e.) Install/Remove recording volt/amp meters on self-contained and transformer rated installations.
- f.) Investigate and correct irregular metering conditions, i.e. stopped meters, pot light issues (<650v)
- g.) Assist with Revenue Protection field audits and Woodson audits as required.
- h.) Investigate Radio and Telephone interference as required
- i.) Investigate, inspect and repair meter related issues (Single no light, partial power, Flickering lights, low voltage, Wire arching, Electric Shock) as required.
- j.) Complete all metering tasks required for progression
- k.) Perform all duties of lower classification

3.5 Meter Worker - A

- a.) Install/Remove/Exchange meters and accessory equipment and troubleshoot all complex metering & totalizer installations.
- b.) Inspect and audit (phase angle verification) all complex meter installations, i.e., second checks
- c.) Test meters with appropriate test equipment
- d.) Investigate all irregular metering conditions
- e.) Initial application of new meter devices and associated equipment
- f.) Assist in establishing routine troubleshooting and maintenance procedures for the department.
- g.) Unusual troubleshooting and repair
- h.) Cut & Clear & Service Restoration work during storm emergency assignment only
- i.) Perform all duties of lower classification

3.6 CMS Working Leader – A

- a.) Monitor & prioritize workload and staffing, tools & equipment required in coordination with the CMS Supervisor and the Dispatch & Schedule Department.
- b.) Maintain & order tools & equipment as required
- c.) Participate in safety meetings, employee proficiency checks, and QA's. Provide safety feedback and training to employees as needed
- d.) Conduct employee meetings, attend work planning meetings and coordinate customer appointments as required



- e.) Understand and coordinate all requirements for Co-Generation meter installations and assist in the installation if required.
  - f.) Work with electricians, municipal officials, engineering and other departments to coordinate work and ensure standards are met.
  - g.) Perform general office work, run reports, update systems as required, i.e., Storms, CSS
  - h.) Assist supervisor and L&D with training as required
  - i.) Perform all duties of lower classifications
4. Temporary employees brought in for non moratorium collection activity may be utilized for a period of up to nine (9) months, the period in excess of nine (9) months shall be mutually agreed on by the Company and the Union. These temporary employees will perform all duties of a MSR only.
- 4.1 Temporary employees, who are hired for consecutive years, will be eligible for the next step in pay, up to the maximum of the MSR rate.
5. Training
- 5.1 The Company and the Union agree to create a Customer Meter Service Training Review Committee to collaborate in the review, development and delivery of NE CMS training. This Committee will be comprised of 2 management and 2 union employees. The Committee will be charged with making recommendations for improvement to current training/proficiency activities as well as the development of training for future process or procedural changes impacting the workforce. The Committee will meet as needed but no less than yearly. Subject matter experts (SME's) may be added to working sessions as needed. Responsibility for final approval and delivery of training shall remain with the Company
6. CMS Clerical Employees
- 6.1 The job title for the existing Meter Services Representative will be changed to CMS - Clerk.
- 6.2 The following automatic annual progression and wage rates will apply to the CMS – Clerk.
- | Title       | 5     | 4     | 3     | 2     | 1     |
|-------------|-------|-------|-------|-------|-------|
| CMS – Clerk | 23.49 | 22.07 | 21.02 | 19.11 | 17.81 |
- 6.3 An incumbent CMS – Clerk will be red-circled at his/her current wage rate.
- 6.4 The North Andover CMS –Clerk schedule will change from a 37.5 hour work week (8 hours per day with a half hour unpaid lunch) to a 40 hour work week (8.5 hours per day with a half an hour unpaid lunch).
7. Safe Driver Program
- 7.1 The Company and Union agree to meet and discuss a “Safe Driver Program” with the goal of having the first meeting by August 1, 2014.

**SCHEDULE OF WAGES  
NATIONAL GRID USA SERVICE COMPANY  
LOCALS 326 & 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

<b><u>TELECOMMUNICATIONS</u></b>	<b><u>Job Code</u></b>	<b><u>5/12/14</u></b>	<b><u>5/12/15</u></b>	<b><u>5/12/16</u></b>
Lead Technician	81110007	44.59	45.70	46.85
Sr Technician	81110000	42.68	43.75	44.84
Technician 1/C	81110002	39.30	40.28	41.29
Technician 2/C	81110003	36.14	37.04	37.97
Technician 3/C	81110004	32.26	33.07	33.89
Tester	81110006	29.19	29.92	30.67

**SCHEDULE OF WAGES  
NATIONAL GRID USA SERVICE COMPANY  
LOCAL 486 (LEBANON)**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>SUBSTATION O&amp;M</u></b>				
Working Leader	81170023	\$44.71	\$45.83	\$46.97
O&M Worker 1/C	81170024	\$39.88	\$40.88	\$41.90
O&M Worker 2/C	81170022	\$32.16	\$32.96	\$33.79
O&M Worker 3/C	81170027	\$29.58	\$30.32	\$31.08
O&M Worker Apprentice	81170028	\$28.16	\$28.86	\$29.59
<b><u>TELECOMMUNICATIONS</u></b>				
Lead Technician	81170016	\$44.59	\$45.70	\$46.85
Sr Technician	81170017	\$42.68	\$43.75	\$44.84
Technician 1/C	81170018	\$39.30	\$40.28	\$41.29
Technician 2/C	81170019	\$36.14	\$37.04	\$37.97
Technician 3/C	81170020	\$32.26	\$33.07	\$33.89
Tester	81170021	\$29.19	\$29.92	\$30.67

**SCHEDULE OF WAGES  
NATIONAL GRID USA SERVICE COMPANY  
LOCAL 486 (NORTHBORO)**

**ULTIMATE WAGE RATE  
EFFECTIVE**

<b><u>FACILITIES</u></b>	<b><u>Job Code</u></b>	<b><u>5/12/14</u></b>	<b><u>5/12/15</u></b>	<b><u>5/12/16</u></b>
Working Leader	81180007	\$42.18	\$43.23	\$44.32
Repairman 1/C	81180008	\$37.91	\$38.86	\$39.83
Repair Worker 1/C	81180010	\$35.56	\$36.45	\$37.36
Opr Utility 80	81180005	\$26.92	\$27.59	\$28.28

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTH ANDOVER - LOCAL 326**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>OVERHEAD LINES</u></b>				
Crew Leader	81110015	\$44.84	\$45.96	\$47.11
Troubleshooter	81110020	\$44.84	\$45.96	\$47.11
Line worker 1/C (MA Elec)	81110017	\$40.95	\$41.97	\$43.02
Line worker 2/C (MA Elec)	81110018	\$32.03	\$32.83	\$33.65
Line worker 3/C (MA Elec)	81110019	\$30.29	\$31.05	\$31.82
Line worker Apprentice (MA Elec)	81110016	\$30.29	\$31.05	\$31.82
<b><u>UNDERGROUND</u></b>				
Lead Splicer	81110010	\$44.71	\$45.83	\$46.97
Cable Splicer 1/C	81110011	\$39.88	\$40.88	\$41.90
Cable Splicer 2/C	81110012	\$34.02	\$34.87	\$35.74
Cable Splicer 3/C	81110013	\$30.80	\$31.57	\$32.36
Cable Splicer Apprentice	81110014	\$29.09	\$29.82	\$30.56
<b><u>SUBSTATION O&amp;M</u></b>				
Working Leader (MA Elec)	81110026	\$44.71	\$45.83	\$46.97
O&M Worker 1/C	81110027	\$39.88	\$40.88	\$41.90
O&M Worker 2/C	81110028	\$32.16	\$32.96	\$33.79
O&M Worker 3/C	81110029	\$29.58	\$30.32	\$31.08
O&M Worker Apprentice	81110030	\$28.16	\$28.86	\$29.59
<b><u>CLERICAL</u></b>				
Operations Clerk - Incumbent Only	81110024	\$25.48	\$26.12	\$26.77
Operations Clerk (Step 5)	81110115	\$24.69	\$25.31	\$25.95
Operations Clerk (Step 4)	81110114	\$23.20	\$23.78	\$24.38
Operations Clerk (Step 3)	81110113	\$22.09	\$22.65	\$23.22
Operations Clerk (Step 2)	81110112	\$20.08	\$20.59	\$21.11
Operations Clerk (Step 1)	81110025	\$18.26	\$18.72	\$19.19
<b><u>DISTRIBUTION DESIGN</u></b>				
Sr. Designer	81110139	\$42.01	\$43.06	\$44.14
Designer A	81110138	\$35.52	\$36.41	\$37.32
Designer B	81110137	\$32.03	\$32.83	\$33.65

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTH ANDOVER - LOCAL 326**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>CUSTOMER METER SERVICES</u></b>				
<b><u>Roster A</u></b>				
CMS Working Leader A	81110116	\$40.90	\$41.92	\$42.97
Meter Worker A (Step 2)	81110117	\$36.78	\$37.70	\$38.64
Meter Worker A (Step 1)	81110118	\$35.70	\$36.59	\$37.51
Meter Worker B (Step 2)	81110119	\$33.27	\$34.10	\$34.95
Meter Worker B (Step 1)	81110120	\$30.23	\$30.99	\$31.76
<b><u>Roster B</u></b>				
CMS Working Leader C	81110121	\$32.11	\$32.91	\$33.74
Meter Worker C (Step 6)	81110122	\$30.49	\$31.25	\$32.03
Meter Worker C (Step 5)	81110123	\$29.44	\$30.18	\$30.93
Meter Worker C (Step 4)	81110124	\$27.49	\$28.18	\$28.88
Meter Worker C (Step 3)	81110125	\$25.54	\$26.18	\$26.83
Meter Worker C (Step 2)	81110126	\$23.23	\$23.81	\$24.41
Meter Worker C (Step 1)	81110127	\$20.24	\$20.75	\$21.26
Meter Service Rep (Step 4)	81110128	\$23.39	\$23.97	\$24.57
Meter Service Rep (Step 3)	81110129	\$21.02	\$21.55	\$22.08
Meter Service Rep (Step 2)	81110130	\$18.92	\$19.39	\$19.88
Meter Service Rep (Step 1)	81110131	\$16.81	\$17.23	\$17.66
<b><u>CMS Clerical</u></b>				
CMS-Clerk (Step 5)	81110132	\$24.69	\$25.31	\$25.95
CMS-Clerk (Step 4)	81110133	\$23.20	\$23.78	\$24.38
CMS-Clerk (Step 3)	81110134	\$22.09	\$22.65	\$23.22
CMS-Clerk (Step 2)	81110135	\$20.08	\$20.59	\$21.11
CMS-Clerk (Step 1)	81110136	\$18.26	\$18.72	\$19.19
<b><u>STORES</u></b>				
Material Handler B (Step 4)	81110140	\$36.54	\$37.45	\$38.39
Material Handler B (Step 3)	81110141	\$34.06	\$34.91	\$35.78
Material Handler B (Step 2)	81110142	\$31.63	\$32.42	\$33.23
Material Handler B (Step 1)	81110143	\$29.20	\$29.93	\$30.68

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTH ANDOVER - LOCAL 326**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<b><u>Job Code</u></b>	<b><u>5/12/14</u></b>	<b><u>5/12/15</u></b>	<b><u>5/12/16</u></b>
<b><u>FLEET</u></b>				
Working Leader Fleet w/Cert	81110101	\$41.19	\$42.22	\$43.28
Working Leader (Fleet)	81110040	\$40.42	\$41.43	\$42.47
Auto/Truck Tech 1/C w/cert	81110103	\$38.35	\$39.31	\$40.29
Auto/Truck Tech 1/C	81110044	\$37.59	\$38.53	\$39.49
Auto/Truck Tech 2/C w/cert	81110104	\$33.48	\$34.32	\$35.17
Auto/Truck Tech 2/C	81110097	\$35.98	\$36.88	\$37.80
Auto/Truck Tech 3/C w/cert	81110042	\$30.00	\$30.75	\$31.52
<b><u>INSPECTIONS</u></b>				
T & D Inspector	81110105	\$31.49	\$32.28	\$33.08
<b><u>MISC</u></b>				
Work Readiness Tech	81110109	\$32.00	\$32.80	\$33.62

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
GREAT BARRINGTON - LOCAL 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>OVERHEAD LINES</u></b>				
Crew Leader	81140003	\$44.84	\$45.96	\$47.11
Troubleshooter	81140008	\$44.84	\$45.96	\$47.11
Line worker 1/C	81140004	\$40.95	\$41.97	\$43.02
Line worker 2/C	81140005	\$32.03	\$32.83	\$33.65
Line worker 3/C	81140006	\$30.29	\$31.05	\$31.82
Line worker Apprentice	81140007	\$30.29	\$31.05	\$31.82

**CUSTOMER METER SERVICES**

**Roster A**

CMS Working Leader A	81140054	\$40.90	\$41.92	\$42.97
Meter Worker A (Step 2)	81140055	\$36.78	\$37.70	\$38.64
Meter Worker A (Step 1)	81140056	\$35.70	\$36.59	\$37.51
Meter Worker B (Step 2)	81140057	\$33.27	\$34.10	\$34.95
Meter Worker B (Step 1)	81140058	\$30.23	\$30.99	\$31.76

**Roster B**

CMS Working Leader C	81140059	\$32.11	\$32.91	\$33.74
Meter Worker C (Step 6)	81140060	\$30.49	\$31.25	\$32.03
Meter Worker C (Step 5)	81140061	\$29.44	\$30.18	\$30.93
Meter Worker C (Step 4)	81140062	\$27.49	\$28.18	\$28.88
Meter Worker C (Step 3)	81140063	\$25.54	\$26.18	\$26.83
Meter Worker C (Step 2)	81140064	\$23.23	\$23.81	\$24.41
Meter Worker C (Step 1)	81140065	\$20.24	\$20.75	\$21.26
Meter Service Rep (Step 4)	81140066	\$23.39	\$23.97	\$24.57
Meter Service Rep (Step 3)	81140067	\$21.02	\$21.55	\$22.08
Meter Service Rep (Step 2)	81140068	\$18.92	\$19.39	\$19.88
Meter Service Rep (Step 1)	81140069	\$16.81	\$17.23	\$17.66

**DISTRIBUTION DESIGN**

Sr. Designer	81140072	\$42.01	\$43.06	\$44.14
Designer A	81140071	\$35.52	\$36.41	\$37.32
Designer B	81140070	\$32.03	\$32.83	\$33.65

**MISC**

Utility Technician	81140045	\$31.00	\$31.78	\$32.57
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**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTH ADAMS - LOCAL 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>OVERHEAD LINES</u></b>				
Crew Leader	81140018	\$44.84	\$45.96	\$47.11
Troubleshooter	81140024	\$44.84	\$45.96	\$47.11
Line worker 1/C	81140020	\$40.95	\$41.97	\$43.02
Line worker 2/C	81140021	\$32.03	\$32.83	\$33.65
Line worker 3/C	81140052	\$30.29	\$31.05	\$31.82
Line worker Apprentice	81140022	\$30.29	\$31.05	\$31.82
<b><u>SUBSTATION O&amp;M</u></b>				
Working Leader	81140028	\$44.71	\$45.83	\$46.97
O&M Worker 1/C	81140029	\$39.88	\$40.88	\$41.90
O&M Worker 2/C	81140030	\$32.16	\$32.96	\$33.79
O&M Worker 3/C	81140031	\$29.58	\$30.32	\$31.08
O&M Worker Apprentice	81140032	\$28.16	\$28.86	\$29.59
<b><u>DISTRIBUTION DESIGN</u></b>				
Sr. Designer	81140072	\$42.01	\$43.06	\$44.14
Designer A	81140071	\$35.52	\$36.41	\$37.32
Designer B	81140070	\$32.03	\$32.83	\$33.65
<b><u>FLEET</u></b>				
Working Leader Fleet w/Cert	81140073	\$41.19	\$42.22	\$43.28
Working Leader	81140039	\$40.42	\$41.43	\$42.47
Auto/Truck tech 1/c w/Cert	81140075	\$38.35	\$39.31	\$40.29
Auto/Truck Tech 1/C	81140036	\$37.59	\$38.53	\$39.49
Auto/Truck Tech 2/C w/Cert	81140074	\$33.48	\$34.32	\$35.17
Auto/Truck Tech 2/C	81140037	\$32.73	\$33.55	\$34.39
Auto/Truck Tech 3/C w/cert	81140038	\$30.00	\$30.75	\$31.52
Auto/Truck Utility Person	81140040	\$27.98	\$28.68	\$29.40

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTH ADAMS - LOCAL 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>CUSTOMER METER SERVICES</u></b>				
<b><u>Roster A</u></b>				
CMS Working Leader A	81140054	\$40.90	\$41.92	\$42.97
Meter Worker A (Step 2)	81140055	\$36.78	\$37.70	\$38.64
Meter Worker A (Step 1)	81140056	\$35.70	\$36.59	\$37.51
Meter Worker B (Step 2)	81140057	\$33.27	\$34.10	\$34.95
Meter Worker B (Step 1)	81140058	\$30.23	\$30.99	\$31.76
<b><u>Roster B</u></b>				
CMS Working Leader C	81140059	\$32.11	\$32.91	\$33.74
Meter Worker C (Step 6)	81140060	\$30.49	\$31.25	\$32.03
Meter Worker C (Step 5)	81140061	\$29.44	\$30.18	\$30.93
Meter Worker C (Step 4)	81140062	\$27.49	\$28.18	\$28.88
Meter Worker C (Step 3)	81140063	\$25.54	\$26.18	\$26.83
Meter Worker C (Step 2)	81140064	\$23.23	\$23.81	\$24.41
Meter Worker C (Step 1)	81140065	\$20.24	\$20.75	\$21.26
Meter Service Representative (Step 4)	81140066	\$23.39	\$23.97	\$24.57
Meter Service Representative (Step 3)	81140067	\$21.02	\$21.55	\$22.08
Meter Service Representative (Step 2)	81140068	\$18.92	\$19.39	\$19.88
Meter Service Representative (Step 1)	81140069	\$16.81	\$17.23	\$17.66

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTHAMPTON - LOCAL 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>OVERHEAD LINES</u></b>				
Crew Leader	81160000	\$44.84	\$45.96	\$47.11
Troubleshooter	81160006	\$44.84	\$45.96	\$47.11
Line worker 1/C	81160002	\$40.95	\$41.97	\$43.02
Line worker 2/C	81160003	\$32.03	\$32.83	\$33.65
Line worker 3/C	81160004	\$30.29	\$31.05	\$31.82
Line worker Apprentice	81160005	\$30.29	\$31.05	\$31.82
<b><u>DISTRIBUTION DESIGN</u></b>				
Sr. Designer	81160058	\$42.01	\$43.06	\$44.14
Designer A	81160057	\$35.52	\$36.41	\$37.32
Designer B	81160056	\$32.03	\$32.83	\$33.65
<b><u>CLERICAL</u></b>				
Operations Clerk (Step 5)	81160034	\$24.69	\$25.31	\$25.95
Operations Clerk (Step 4)	81160033	\$23.20	\$23.78	\$24.38
Operations Clerk (Step 3)	81160032	\$22.09	\$22.65	\$23.22
Operations Clerk (Step 2)	81160031	\$20.08	\$20.59	\$21.11
Operations Clerk (Step 1)	81160010	\$18.26	\$18.72	\$19.19
<b><u>FLEET</u></b>				
Working Leader Fleet w/certification	81160059	\$41.19	\$42.22	\$43.28
Working Leader	81160011	\$38.80	\$39.77	\$40.76
Auto/truck tech 1/c w/Cert	81160026	\$38.35	\$39.31	\$40.29
Auto/Truck Tech 1/C	81160021	\$37.59	\$38.53	\$39.49
Auto/Truck Tech 2/C w/Cert	81160060	\$33.48	\$34.32	\$35.17
Auto/Truck Tech 2/C	81160022	\$32.73	\$33.55	\$34.39
Auto/Truck Tech 3/C w/cert		\$30.00	\$30.75	\$31.52
<b><u>STORES</u></b>				
Material Handler B (Step 4)	81160025	\$36.54	\$37.45	\$38.39
Material Handler B (Step 3)		\$34.06	\$34.91	\$35.78
Material Handler B (Step 2)		\$31.63	\$32.42	\$33.23
Material Handler B (Step 1)		\$29.20	\$29.93	\$30.68

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
NORTHAMPTON - LOCAL 486**

**ULTIMATE WAGE RATE  
EFFECTIVE**

<b><u>CUSTOMER METER SERVICES</u></b>	<b><u>Job Code</u></b>	<b><u>5/12/14</u></b>	<b><u>5/12/15</u></b>	<b><u>5/12/16</u></b>
<b><u>Roster A</u></b>				
CMS Working Leader A	81160035	\$40.90	\$41.92	\$42.97
Meter Worker A (Step 2)	81160036	\$36.78	\$37.70	\$38.64
Meter Worker A (Step 1)	81160037	\$35.70	\$36.59	\$37.51
Meter Worker B (Step 2)	81160038	\$33.27	\$34.10	\$34.95
Meter Worker B (Step 1)	81160039	\$30.23	\$30.99	\$31.76
<b><u>Roster B</u></b>				
CMS Working Leader C	81160040	\$32.11	\$32.91	\$33.74
Meter Worker C (Step 6)	81160041	\$30.49	\$31.25	\$32.03
Meter Worker C (Step 5)	81160042	\$29.44	\$30.18	\$30.93
Meter Worker C (Step 4)	81160043	\$27.49	\$28.18	\$28.88
Meter Worker C (Step 3)	81160044	\$25.54	\$26.18	\$26.83
Meter Worker C (Step 2)	81160045	\$23.23	\$23.81	\$24.41
Meter Worker C (Step 1)	81160046	\$20.24	\$20.75	\$21.26
Meter Service Rep (Step 4)	81160047	\$23.39	\$23.97	\$24.57
Meter Service Rep (Step 3)	81160048	\$21.02	\$21.55	\$22.08
Meter Service Rep (Step 2)	81160049	\$18.92	\$19.39	\$19.88
Meter Service Rep (Step 1)	81160050	\$16.81	\$17.23	\$17.66
<b><u>CMS Clerical</u></b>				
CMS-Clerk (Step 5)	81160051	\$24.69	\$25.31	\$25.95
CMS-Clerk (Step 4)	81160052	\$23.20	\$23.78	\$24.38
CMS-Clerk (Step 3)	81160053	\$22.09	\$22.65	\$23.22
CMS-Clerk (Step 2)	81160054	\$20.08	\$20.59	\$21.11
CMS-Clerk (Step 1)	81160055	\$18.26	\$18.72	\$19.19

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
SOMERSET - LOCAL 1465**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>OVERHEAD LINES</u></b>				
Crew Leader	81120000	\$44.84	\$45.96	\$47.11
Troubleshooter	81120001	\$44.84	\$45.96	\$47.11
Line worker 1/C	81120002	\$40.95	\$41.97	\$43.02
Line worker 2/C	81120003	\$32.03	\$32.83	\$33.65
Line worker 3/C	81120005	\$30.29	\$31.05	\$31.82
Line worker Apprentice	81120004	\$30.29	\$31.05	\$31.82
<b><u>UNDERGROUND</u></b>				
Lead Splicer	81120006	\$44.71	\$45.83	\$46.97
Cable Splicer 1/C	81120007	\$39.88	\$40.88	\$41.90
Cable Splicer 2/C	81120008	\$34.02	\$34.87	\$35.74
Cable Splicer 3/C	81120009	\$30.80	\$31.57	\$32.36
Cable Splicer Apprentice	81120010	\$29.09	\$29.82	\$30.56
<b><u>SUBSTATION O&amp;M</u></b>				
Working Leader (O&M)	81120014	\$44.71	\$45.83	\$46.97
O&M Worker 1/C	81120015	\$39.88	\$40.88	\$41.90
O&M Worker 2/C		\$32.16	\$32.96	\$33.79
O&M Worker 3/C	81120017	\$29.58	\$30.32	\$31.08
O&M Worker Apprentice	81120018	\$28.16	\$28.86	\$29.59
<b><u>DISTRIBUTION DESIGN</u></b>				
Senior Design Technician	81120036	\$38.86	\$39.83	\$40.83
Designer A	81120070	\$35.52	\$36.41	\$37.32
Designer B	81120069	\$32.03	\$32.83	\$33.65
<b><u>STORES</u></b>				
Material Handler B (Step 4)	81120039	\$36.54	\$37.45	\$38.39
Material Handler B (Step 3)		\$34.06	\$34.91	\$35.78
Material Handler B (Step 2)		\$31.63	\$32.42	\$33.23
Material Handler B (Step 1)		\$29.20	\$29.93	\$30.68

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
SOMERSET - LOCAL 1465**

**ULTIMATE WAGE RATE  
EFFECTIVE**

<b><u>CUSTOMER METERSERVICES</u></b>	<b><u>Job Code</u></b>	<b><u>5/12/14</u></b>	<b><u>5/12/15</u></b>	<b><u>5/12/16</u></b>
<b><u>Roster A</u></b>				
CMS Working Leader A	81120048	\$40.90	\$41.92	\$42.97
Meter Worker A (Step 2)	81120049	\$36.78	\$37.70	\$38.64
Meter Worker A (Step 1)	81120050	\$35.70	\$36.59	\$37.51
Meter Worker B (Step 2)	81120051	\$33.27	\$34.10	\$34.95
Meter Worker B (Step 1)	81120052	\$30.23	\$30.99	\$31.76
<b><u>Roster B</u></b>				
CMS Working Leader C	81120053	\$32.11	\$32.91	\$33.74
Meter Worker C (Step 6)	81120054	\$30.49	\$31.25	\$32.03
Meter Worker C (Step 5)	81120055	\$29.44	\$30.18	\$30.93
Meter Worker C (Step 4)	81120056	\$27.49	\$28.18	\$28.88
Meter Worker C (Step 3)	81120057	\$25.54	\$26.18	\$26.83
Meter Worker C (Step 2)	81120058	\$23.23	\$23.81	\$24.41
Meter Worker C (Step 1)	81120059	\$20.24	\$20.75	\$21.26
Meter Service Rep (Step 4)	81120060	\$23.39	\$23.97	\$24.57
Meter Service Rep (Step 3)	81120061	\$21.02	\$21.55	\$22.08
Meter Service Rep (Step 2)	81120062	\$18.92	\$19.39	\$19.88
Meter Service Rep (Step 1)	81120063	\$16.81	\$17.23	\$17.66
<b><u>FLEET</u></b>				
Working Leader Fleet w/cert	81120073	\$41.19	\$42.22	\$43.28
Working Leader	81120020	\$38.80	\$39.77	\$40.76
Auto/Truck tech 1/c w/cert	81120072	\$38.35	\$39.31	\$40.29
Auto/Truck Tech 1/C	81120024	\$37.59	\$38.53	\$39.49
Auto/Truck tech 2/c w/cert	81120074	\$33.48	\$34.32	\$35.17
Auto/Truck Tech 2/C	81120025	\$32.73	\$33.55	\$34.39
Auto/Truck Tech 3/C w/cert	81120026	\$30.00	\$30.75	\$31.52
Auto/Truck Utility Person	81120027	\$27.98	\$28.68	\$29.40

**SCHEDULE OF WAGES  
MASSACHUSETTS ELECTRIC COMPANY  
SOMERSET - LOCAL 1465**

**ULTIMATE WAGE RATE  
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<b><u>CLERICAL</u></b>				
Operations Clerk (Step 5)	81120047	\$24.69	\$25.31	\$25.95
Operations Clerk (Step 4)	81120046	\$23.20	\$23.78	\$24.38
Operations Clerk (Step 3)	81120045	\$22.09	\$22.64	\$23.22
Operations Clerk (Step 2)	81120044	\$20.08	\$20.58	\$21.11
Operations Clerk (Step 1)	81120012	\$18.26	\$18.72	\$19.19
<b><u>BUILDING MAINTENANCE</u></b>				
Maintenance Worker 1/C	81120032	\$33.45	\$34.29	\$35.14
Maintenance Worker 2/C	81120033	\$32.16	\$32.96	\$33.79
Maintenance Worker 3/C	81120034	\$29.58	\$30.32	\$31.08
Maintenance Worker Helper	81120035	\$28.16	\$28.86	\$29.59
<b><u>MISC</u></b>				
Work Readiness Tech	81120043	\$32.00	\$32.80	\$33.62

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement this 11th day of May 2014.

NATIONAL GRID

FOR EMPLOYEES OF MASSACHUSETTS  
ELECTRIC COMPANY, NATIONAL  
GRID USA SERVICE COMPANY, LOCAL  
UNION NOS. 326, 486 AND 1465, OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

By Kathleen Geraghty  
Vice President

By James G. Simpson  
Business Manager, Local 326

By John F. Callahan  
Business Manager, Local 486

By Hector Chretien  
Business Manager, Local 1465





OK JAG 4/14/17  
OK JFC 4/14/17  
OK CTC 4/14/17

OK mpm 4/14/17  
OK PPS 4/14/17  
OK CDG 4/14/17  
OK JML 4-14-17

**MEMORANDUM OF UNDERSTANDING OF ITEMS AGREED TO  
DURING NEGOTIATIONS OF A NEW LABOR AGREEMENT BETWEEN  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCALS 326, 486 AND 1465  
AND  
NATIONAL GRID – April 14, 2017**

**BY UNANIMOUS RECOMMENDATION OF THE NEGOTIATING COMMITTEE**

---

**1) CONTRACT TERM**

60 Months (May 12, 2017 to May 11, 2022)

**2) WAGES**

Term	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
General Increase	2.5%	2.5%	2.75%	3.0%	3.0%

**3) 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 the BC2NE, MVP and HNE 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.

4) 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.

5) DISABILITY INSURANCE

Effective 1/1/18, 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.

6) 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.

7) RETIREE HEALTH AND LIFE INSURANCE

Existing language.

8) FILLING OF VACANCIES

*Candidates in Overhead, Underground and O&M Must Pass Physical Exam*

All employees applying for positions in the Overhead, Underground or Sub-Station departments will be required to pass a physical examination prior to being awarded such position.

*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.

#### 9) REDUCTION IN FORCES

The Wage Reduction provision is modified by moving the job and wage protection date from 5/12/08 to 5/12/13.

#### 10) COMPENSATION

##### *Increase Off Hour Coverage Pay*

Employees required to stand by for possible call-in will be paid \$85 per day, Monday through Friday and \$100 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of coverage period, the daily stipend will be increased to \$140 per day for all days in the coverage period.

##### *Modify Response to Overtime Hours and Composition of Those Hours*

Employees who have worked 350 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. Overtime hours resulting from MOU Overtime and an out of town storm restoration assignment to a non-National Grid affiliated company will not be counted towards the 350 hours. The 350 hours will be calculated as of October 1, 2017.

##### *Eliminate Vacation Bonus and Create an Overtime Response Bonus*

In order to encourage and reward response to call-outs, employees in Overhead Lines, Underground and Substation O&M departments meeting response to call-out percentages will receive an Overtime Response Bonus as described below.

Call-out Response Rate	Bonus Amount
40 %	\$2,000
30 %	\$1,500

The Overtime Response Bonus will be paid for the first time in June of 2018. The Vacation Bonus will be paid in June of 2017.

##### *Clothing: Increase Initial, Annual and Cleaning Allowance*

Employees in the Overhead, Underground, Substation O&M, Metering Services (Roster A, Meter Worker C and MSR) departments and T & D Inspectors will be provided initial fire retardant clothing allowances of \$940.00 and annual allowances of \$365.00. The allowances will be available at the beginning of each fiscal year (April). 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 allowance will be indexed to the average price increase, if any, during the term of the contract.

*Clothing: Increase Cleaning Allowance*

The Company agrees to increase the annual cleaning allowances as follows:

Overhead and O&M: \$140.00  
Underground: \$240.00

*Clothing: Work Boot Reimbursement at 1x Per Year at \$225 and Include Work Readiness*  
Effective May 2017, an annual allowance (paid in one installment) for protective footwear allowance of \$225 will be provided for employees in the following departments: Overhead (including Work Readiness), Underground, Substation O&M, Stores, Facilities, Fleet, Metering Services (Rosters A&B), Central Meter Test, Distribution Design and Telecommunications. 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).

*Establishment of Clothing for Stores Department*

On or before August 1, 2017, the Company will establish clothing accounts in the amount of \$225.00 and then on April 1 of each year an annual clothing allowance of \$225 will be provided for Stores (non-clerical) personnel.

*Increase Clothing Allowance for Facilities*

The Company agrees to increase the clothing allowance for Facilities to \$225.

*One Time Clothing Stipend for Work Readiness*

Additionally, all Work Readiness employees will receive a one-time clothing stipend of \$225.00 to purchase FR rated clothing.

Additionally, the Company and the Union agree to meet in 2020 to discuss the cost of FR clothing.

*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.

11) HOLIDAYS

Existing language.

12) VACATION

*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.

*Eliminate Vacation Bonus and Create an Overtime Response Bonus*

13) SICK PAY, DISABILITY AND MEDICAL LEAVE

*Create Sick Pay Entitlement for New Employees*

Employees who have completed 90 days of service and have worked more than 80 hours in the calendar year shall accrue one (1) hour of sick time for every thirty (30) hours worked up to 40 hours.

*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).

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.

#### 14) LEAVES OF ABSENCES

##### *Increase Funeral Leave Entitlement for Immediate Family*

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 all scheduled workdays falling within the five (5) day period next following the date of a death of an employee's spouse, domestic partner, child, step-child, daughter-in-law, son-in-law, parents, stepparents, and within the three (3) day period next following the date of a death of a sister or brother, stepsister, stepbrother, parents-in-law. An employee may request to delay the taking of funeral leave; however, such requests will be granted at the discretion of local management.

For other members of the family (grandparents, grandchildren, nieces, nephews, brothers-in law, sisters-in law, aunts and uncles) one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday

#### 15) SCHEDULE OF WAGES

##### *Increase for Several Overhead Line Rates*

The hourly pay rate for a Crew Leader, Troubleshooter and Lineworker I/C will be increased by \$0.50 prior to the application of the GWI on May 12, 2017.



Attachment A

LNG New England Union 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) (inc ded, co-insurance, medical and Rx copays)	\$6,350	\$1,900	\$2,200
OOPM (family) (inc ded, co-insurance, medical and Rx copays)	\$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%*
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 – End of Contract PPO	80% / 20%		

April 2017 final

Attachment A

LNG New England Union 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) (inc ded, co-insurance, medical and Rx copays)	\$500	\$1,900	\$1,900	
OOPM (family) (inc ded, co- insurance, medical and Rx copays)	\$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%*	
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 – End of Contract POS	80% / 20%			

April 2017 final

Attachment A

LNG New England Union  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 (Single) *	\$1,500	\$1,550	\$1,600
Deductible (Employee +1 and Family) *	\$3,000	\$3,100	\$3,200
OOPM (Single)	\$3,200	\$2,700	\$3,200
OOPM (Employee+1 and 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%*
Outpatient Surgery *	90%	90%*	90%*
Pharmacy Programs	Utilization Programs	Utilization Programs Preventive Drug List	Utilization Programs Preventive Drug List
Pharmacy Retail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
Pharmacy Mail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
HSA Seed subject to healthy behaviors plan year 2020	None	\$750/\$1500	\$750/\$1500

Employer/Employee Contribution Percentage	
2017 CDHP	90% / 10%
2018 CDHP	90% / 10%
2019 CDHP	90% / 10%
2020 - End of Contract CDHP	90% / 10%

April 2017 final



ATTACHMENT B

**IBEW & NATIONAL GRID NEGOTIATIONS  
OFF-HOUR (BEEPER) AGREEMENT**

- Holiday coverage per the Collective Bargaining Agreement.
- Weather event (snow, heavy rain, high winds, extreme heat), actual or forecasted, the Union will be required to fill the Company's request for beeper coverage.
- After a major weather event or a local system related event in the Local Union area (i.e. Events in which the full available workforce within a department has been working around the clock), but only until the Local crews have had adequate rest and returned to their normal schedules, the Union will be required to fill the Company's request for beeper coverage. An event ending on Sunday-Thursday, the coverage period shall end midnight the following day. For events ending on Friday or Saturday, the coverage period shall end at midnight.
- Available workforce is defined as rated and on active work status.
- Emergency Out of Town Assignment – if the Company has sent thirty-three percent (33%) or more of the available workforce within a department on emergency out of town assignment, the Union will be required to fill the Company's request for beeper coverage.
- Non-weather or non-system related event, which company reasonably believes will create a response issue.
  - Department head must notify and discuss the need of beeper coverage with local union official and canvass for volunteers on local platforms. If Company requires additional resources it can canvass for volunteers on an adjacent platform. If company is not successful, it will come back to the original local platform and the following will apply. If the department response rate (as set up in ARCOS) is equal to or greater than 35% the Company can only request beepers of two crews or 25% of the available workforce, whichever number is greater. If the response rate is below 35%, the local platform is required to fulfill the request and there is no restriction on the amount of beepers.
  - If after Company utilizes local beeper coverage and requires additional resources it shall utilize the negotiated ARCOs procedure.
  - If the negotiated ARCOs procedure does not result in sufficient resources and if multiple platforms are on beeper coverage, Company may utilize out-of-district beeper crew(s) for support provided Company continues to run the ARCOs call-in procedure for relief out of the out-of-district crew(s).
- All off hour coverage daily stipends per the CBA shall apply.

- In the event an employee carrying a pager is bypassed for a call in, he/she will be given an opportunity to work the same the number of hours for the call that was missed.

ATTACHMENT C

**OPERATIONS STANDARDIZED TROUBLESHOOTER WORK RULES  
APPLIES TO LOCALS 326 PLATFORMS**

**Shifts and Schedules**

Troubleshooter shifts and schedules will be as described in attachment C1A.  
\*shift premiums language will apply per CBA

**Compensation**

**Troubleshooters and Alternates**

**36 hour week**

*36 hours straight time pay*

*Alternate filling 36 hour week only option to work 8 hour make up day.  
(4 hrs straight, 4 hrs 1.5X hrly rate)*

*40 hours towards pension*

**44 hour week**

*40 hours straight time*

*40 hours towards pension*

*4 hours 1.5x hourly rate*

**Out of Town Assignments**

Troubleshooters will remain eligible for Out of Town travel and should a Troubleshooter accept a Out of Town assignment then an Alternate will be required to fill the shift for the traveling Troubleshooter at no extra cost to the Company, regardless of the Alternate primary platform.

**Off Shift Trouble Shooter Call List**

The Off shift Trouble Shooter will remain on the "off duty" troubleshooter call out list as they are today.

When responding to overtime callouts the troubleshooter will give consideration to their ability to respond to the call and their primary obligation to fill their scheduled shift.

Compliance to fill their scheduled shift will be their priority. Both Union and Management will monitor this priority.

If a troubleshooter hits the ARCOS prompt (9) excused absence call in due to a scheduled shift obligation and he is called again for the same call; he will be able to accept that call. He must notify the supervisor in charge of the call out of his obligation to cover his upcoming shift.

#### **Filling of Shifts**

Alternate troubleshooters will be required to fill a single shift **and multiple shifts** at a time.

**Example: Fill for entire week for illness, injury, or vacation.**

Alternate troubleshooters will be the first to fill an open troubleshooter shift if notification of the available shift is given 24 hours or greater before the start of the scheduled shift. All decisions to fill open shifts will be at the discretion of the company.

Troubleshooters will be the first used to fill open troubleshooter shifts if notification of the available shift is less than 24 hours before the scheduled shift. All decisions to fill open shifts will be at the discretion of the company.

#### **Rest Time**

Troubleshooters and alternate troubleshooters will not be entitled to accumulate rest time when filling for a scheduled or planned shift.

When troubleshooters or alternate troubleshooters work unplanned overtime within 8 hours of the start of their normally scheduled shift they will be required to continue to work their normally scheduled shift and take any earned rest time at a later date.

#### **Holidays**

Employees working on a holiday will receive:

- Holiday pay for regular scheduled hours that fall on a holiday
- Time and one half for hours worked during their regular scheduled shift
- Double time and one half for hours worked outside their scheduled shift
- An employee that elects to take the day instead of the pay for the holiday shall receive twelve (12), compensating time or hours equivalent to the shift.
  - Actual Holiday
    - Employees are paid time and a half for hours worked during normally scheduled hours.
  - Deferred Holiday must be scheduled in advance of use
    - Employees working on the deferred holiday, receive holiday pay for hours worked in addition to time and one half normal schedule hours
    - Hours outside of the normally scheduled work day are paid at time and a half

#### **Days Off**

- Request for days off should be made to management by 2:00 pm Thursday for the following Saturday and Sunday Vacation.
- Requests for other days off should be made 48 hours in advance.
- Request for days off not meeting criteria in the paragraph above will be granted provided the shift can be filled on straight time
- The decision as to whether a shift is filled will be determined by management

### **Alternate troubleshooter**

- 1) Alternate Troubleshooters will fill any vacant **single or multiple** shifts at the discretion of the Supervisor due to illness, injury, or vacation provided a 24-hour notice is given by the Company.
- 2) Training for the Alternate Troubleshooters will follow the same requirements as the permanent troubleshooters. Millbury Training will conduct system-based training. Local training will include a minimum of 5 day shifts and 5 night shifts. This number may be adjusted by mutual agreement between the company and union. All training will be at the Troubleshooter rate of pay.
- 3) Minimum classifications for this Alternate Troubleshooter will be a First Class Line Worker for two years.

**If an Alternate Trouble Shooter is backfilling on LTD or will be out greater than 10 working days then the next junior qualified worker will be responsible to fill the open Alternate position by platform.**

- 4) The Alternate Troubleshooters assignment schedule will remain as it is today with one Alternate receiving Troubleshooter rate of pay for the week **and is responsible to fill single and or multiple shifts that week** and the other two alternates will receive a ten (10) dollar per day stipend. If the off week Alternate Troubleshooter fills in for a shift during their off week they will be paid Troubleshooter rate for said shift.

**The rotating arrow for the week will begin at 7:00 AM on Monday of each week.**

- 5) The Alternate Troubleshooter that is receiving the Troubleshooter rate of pay for the week will have his Monday shift from 07:00-15:00 as the day Troubleshooter on the platform that he is assigned to as an Alternate.
- 6) The number of Alternate Troubleshooters per platform will be set at three (3) for the term of this contract.
- 7) Alternate Troubleshooters will be permitted to travel out of town for storm assignments except if filling a shift or scheduled to fill any shifts.
- 8) The Alternate Troubleshooters shall remain on the overhead call out list unless he chooses to fill for a Troubleshooters shift(s) for one (1) week or greater, at which point the Supervisor will remove him from the ARCOs call out list. Once the Alternate has completed his shift (s) he will be responsible to notify his supervisor of his eligibility to be placed back on ARCOs call out list.



If an Alternate Troubleshooter hits the ARCOS prompt (9) excused absence call in due to a scheduled shift obligation and he is called again for the same call; he will be able to accept that call. He must notify the supervisor in charge of the call out of his obligation to cover his upcoming shift.

**This 2017 Standardized Trouble Work Rules agreement replaces any and all pre-existing Trouble Shooter and Alternate Trouble Shooter agreements.**

*Agreement to Meet*

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

ATTACHMENT D

Local 1465

**Memorandum of Understanding  
Operations Standardized Troubleshooter Work Rules Applies To Local 1465  
SOMERSET**

- 1) There will be 4 Alternate Troubleshooters
- 2) Alternate Troubleshooters will rotate every week "in the box"
- 3) Alternates Trouble Shooters will be paid Troubleshooter rate of pay the week that they are "in the box" whether they fill in or not (The Alternate Troubleshooter is responsible to enter the upgrade on their time sheets)
- 4) The Alternate Troubleshooter can be asked to fill any of the five shifts in the shifts are open due to vacation or sickness the week they are "in the box". 24 hour notification must be given.
- 5) Troubleshooters will fill in for vacations up to 2 shifts per week. Every effort will be made to avoid filling in on Second Day of Relief.
- 6) If an Alternate Troubleshooter is "in the box" and is requesting vacation, the Alternate Troubleshooter must find a replacement or there is a possibility of vacation denial.
- 7) If an Alternate Troubleshooter is "in the box" and is not filling in and accepts an Out of Town Assignment, he shall not be paid the Troubleshooters rate of pay during the assignment, the next available Alternate Troubleshooter will fill in the box.
- 8) It is up to the Alternate Troubleshooter to inform his Supervisor to remove himself from the Arcos Call Out list while he is filling in on a trouble shift
- 9) During any week an Alternate Troubleshooter will not be forced to fill in for any vacations unless it is more than 3 shifts, Troubleshooters will fill in for 1, 2, or 3 days of vacations as they do for any other week. If an Alternate Troubleshooter is asked to fill in it will be granted with overtime, not forced. **After exhausting Troubleshooters and Alternates to cover a single shift the day time Troubleshooter can be utilized on a voluntary basis.**
- 10) The Troubleshooters shift of Monday thru Friday 7A to 3P is separate from the other four Troubleshooter shifts, he will not be part of any overtime shift or filling in for any of their shifts, or will not be asked to stay late to "double up" with any other Troubleshooter, he is part of the OH Lines Roster and that Arcos call in list. **The day time Troubleshooter may be extended up to 4 hours for weather related events. This is up to the discretion of Management.**
- 11) If an Alternate Troubleshooter is out long term the existing Alternate Troubleshooter schedule will be adjusted to account for the absence.
- 12) It is agreed that the attached Troubleshooter Schedule will be used for the length of this contract.

*Agreement to Meet*

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

*Trench Inspector Implementation*

The Company and the Union agree to meet and implement the Trench Inspector Agreement by June 1, 2017.

**ATTACHMENT E**

**LOCALS 326**

**Clerical**

Support Services clerical staff, located in the National Grids North Andover facility and supporting Distribution Design only, will have the option to change his/her shift to 6:30 am to 3:00 pm to match the operation.

ATTACHMENT F

**LOCALS 326,486 and 1465**

**Customer Meter Services**

*Changes to Wage Rates*

**Current Wage Rates:**

<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
CMS Working Leader A	\$42.98					
Meterworker A	\$38.65	\$37.52				
Meterworker B	\$34.97	\$31.77				
CMS Working Leader B	\$33.75					
Meterworker C	\$32.05	\$30.94	\$28.89	\$26.84	\$24.42	\$21.27
Meter Service Representative	\$24.58	\$22.09	\$19.89	\$17.68		
CMS-Clerk	\$26.77	\$25.95	\$24.38	\$23.22	\$21.11	\$19.19

**New Wage Rates:**

<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
CMS Worker Leader A	\$42.98					
Meterworker A	\$38.65	<del>\$37.52</del>				
Meterworker B	\$34.97	\$31.77				
CMS Working Leader B	\$33.75					
Meterworker C	\$32.05	\$30.94	\$28.89	\$26.84	<del>\$24.42</del>	<del>\$21.27</del>
Meter Service Representative	\$24.58	\$22.09	\$19.89	\$17.68		
CMS-Clerk	\$26.77	\$25.95	\$24.38	\$23.22	\$21.11	\$19.19

- Step progressions will be on an annual basis
- All temporary employees come in at bottom wage rate for their applicable classification and are not subject to wage scale increases for successive years of temporary service
- If a permanent MSR position becomes available, any temporary MSR working in the respective Local at the time of the vacancy will be eligible to bid during the Local posting period, prior to posting Courtesy or External. Permanent employees who bid during the Local posting period will have seniority over temporary employees bidding on the same position.

**Current Wage Rates:**

<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
CMS Worker Leader B	\$33.75					

**New Wage Rates:**

<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
CMS Worker Leader B	\$35.75					

ATTACHMENT G

**LOCALS 326, 486 AND 1465**

**Distribution Design**

*Off-Hour Coverage*

The Department may utilize pagers to establish storm room staffing for a weather event (snow, heavy rain, high winds, extreme heat), actual or forecasted, or a local system related event. Employees will be paid Off Hour compensation.

*Clothing Stipend*

Additionally, all Design employees will receive a one-time clothing stipend of \$225.00 to purchase FR rated clothing.

In addition to the one-time \$225 stipend, new employees will be provided a one FR winter weight jacket and one pair of FR coveralls.

*Work Load Meeting*

On an annual basis, the Company will meet with each local Business Manager or their designee to provide an overview of the Design work plan for their platforms.

## ATTACHMENT H

### LOCALS 326, 486 AND 1465

#### Fleet

##### *Tool Replacement*

The Company agrees to replace and/or repair broken/worn/damaged hand tools with like or better brands. The Employee will be required to turn in the damaged or worn tool prior to it being replaced.

##### *Emergency Out-of-Town Assignments*

When National Grid crews are called out of town to provide mutual aid to a non-National Grid entity, a I/C or higher rated Fleet Technician will be assigned to accompany the crews. The number of Fleet employees sent will be at the Company's discretion

When providing mutual aid to another National Grid territory or platform, the Company will use its sole discretion in determining whether additional Fleet Technicians are needed

When a determination is made that Fleet Technicians are needed, The Company will contact the designated Union Steward, who will be responsible for providing the requested resources

##### *Fleet Joint Committee*

The Company and Union agree to reestablish the Joint Fleet Committee by September 2017.

##### *Amend Working Leader Responsibilities*

Working Leader can now oversee two-person shifts. Day shifts with 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.

##### *One-time Stipend for MA State Vehicle Inspector's License Stipend*

The Company agrees to provide a one-time stipend of \$250 for employees who currently hold a MA Vehicle Inspector's License. Additionally, an employee who obtains the license while employed by the Company will be entitled to the \$250 stipend.

##### *Increase to Wage Rates*

##### **Current Wages**

<b>Job Title</b>	<b>Job Code</b>	<b>1</b>
Working Leader Fleet w/Cert		\$43.28
Working Leader Fleet		\$42.47
Auto/Truck Tech 1 <sup>st</sup> Class w/ Certs		\$40.29
Auto/Truck Tech 1st Class		\$39.49
Auto/Truck Tech 2 <sup>nd</sup> Class w/ Certs		\$35.17
Auto/Truck Tech 2 <sup>nd</sup> Class		\$34.39
Auto/Truck Tech 3 <sup>rd</sup> Class w/ Certs		\$31.52

**New Wages**

<b>Job Title</b>	<b>Job Code</b>	<b>1</b>
Working Leader Fleet w/Cert		\$45.18
Working Leader Fleet		\$44.18
Auto/Truck Tech 1 <sup>st</sup> Class w/ Certs		\$41.68
Auto/Truck Tech 1st Class		\$39.81
Auto/Truck Tech 2 <sup>nd</sup> Class w/ Certs		\$38.40
Auto/Truck Tech 2 <sup>nd</sup> Class		\$37.80
Auto/Truck Tech 3 <sup>rd</sup> Class w/ Certs		\$36.63

ATTACHMENT I

**LOCALS 326,486 and 1465**

**Stores**

Parties agree to establishment of Working Leader Stores position, at a wage of \$42.23, with the following responsibilities:

**DUTIES:**

- Build effective working relationships with customers, co-workers and supervisors through the use of teamwork, trust, continuous improvement and personal development.
- Prioritize workload and staffing with the Material Handler B's in the field in there local
  - Coordinate housekeeping on the floor, yard and company vehicles.
  - Must be a Monitor self-directed and motivated individual capable of coordinating the proper and safe completion of these responsibilities with limited direction.
  - Thorough knowledge of the systems, warehousing procedures and equipment to coach, train and assist in solving operational problems.
  - Must wear and respond to Nextel phone during normal working hours.
  - Coordinate the necessary tools, equipment and supplies needed by warehouse operation.
- Participate in safety meetings, conduct employee proficiency checks, QA's & safety checks.
- Provide feedback, coaching and training to employees as needed.
- Perform general office work, run reports, update systems as required, i.e., SAP
- Assist with training as required
- Perform all duties of lower classifications

**QUALIFICATIONS:**

- Meet all the requirements of the Pre-CDC Training and Qualifying Program with at least 5 years of current experience of shipping, receiving and warehousing experience, preferably as a Material Handler.
- Must have a demonstrated knowledge of the materials used at the assigned location.
- Ability to work scheduled shifts of 8 or 10 hours, lunch break as assigned, as well as overtime on a planned or unplanned basis.
- Respond to call ins on a 24-hour basis.
- Basic mathematics and computer skills.
- Good verbal and written communication skills.
- Ability to manually operate a keyboard or use a voice activated system.
- Ability to operate cellular phones, and beepers
- Ability to operate various types of forklifts, a knuckleboom, and hand truck with maximum weights up to 3,000 lbs. indoors, outdoors, all terrain and weather conditions.
- Ability to handle and lift material up to 60 lbs.
- Ability to stock shelves as well as climb ladders up to 20 ft.
- Ability to operate hoisting and rigging equipment.
- Maintain a valid hoisting and rigging license and a valid 30-ton crane certificate.



- Ability to operate a vehicle weighing greater than 26,000 lbs.
- Maintain a valid driver's license, DOT interstate medical certificate, CDL-B license with Hazardous Waste endorsement and participate in and pass a DOT drug/alcohol-testing program.
- Ability to respond to emergency situations and work extended hours as needed.
- Retain a valid motor vehicle operator's license, which does not restrict driving as to type of transmission or hours of operation

**May 12, 2013 to May 11, 2017**

**Agreement**

**As to**

**Wages, Hours and Other Conditions of Employment**

**Between**

**National Grid USA Service Company  
D/b/a/ National Grid**

**And**

**Local Union No. 369  
Utility Workers Union of America, AFL-CIO**

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AGREEMENT made and entered into by NATIONAL GRID USA SERVICE COMPANY, a Massachusetts corporation, D/b/a NATIONAL GRID, hereinafter called the "Company" and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL NO. 369 thereof, and the employees of the Company who are now or may hereafter become members of said Local, hereinafter called the "Union."

WITNESSETH THAT:

WHEREAS, the Union represents a majority of the employees in the departments of the Company at its Customer Service Center in Northboro as set forth in the "Schedule of Wages" and has been designated by said majority to be the exclusive representative of all the employees in such department for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; and

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

WHEREAS, it is agreed that the parties will continue to provide for equality of opportunity and treatment for the purposes of eliminating discrimination based on race, color, gender, sexual orientation, gender identity, religion, political opinion, nationality, social origin and status, indigenous status, disability, age or other status of individuals unrelated to the individual's ability to perform work.

NOW, THEREFORE:

As to wages, to be paid by the Company, as to working conditions involved in the Company's operations, and as to the application of the principle of seniority to changes in the Company's forces, the parties hereto, each by its duly authorized representatives, agree as follows:

**ARTICLE I - RECOGNITION OF THE UNION**

A. Recognition

Except as hereinafter provided, the Union is hereby recognized as the exclusive representative of all the employees in the classifications of the Company described in the Schedule of Wages for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

B. Neutrality

Section 1. 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.

**Section 2.** 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.

**Section 3.** **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.

**Section 4.** **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.

**C. Voluntary Recognition**

**Section 1.** 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.

**Section 2.** 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.

Section 3. 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.

Section 4. Negotiations for a contract covering the new unit will begin within a reasonable amount of time following third party verification.

**D. Exemptions**

Section 1. The following shall be excluded from the application of the rules of this agreement:

- a. Executives and officials
- b. Supervisory forces who recommend the disciplining or dismissal of employees under their supervision, but not including Team Leads.
- 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 with respect to labor relations matters.

**ARTICLE II - UNION MEMBERSHIP REQUIREMENTS**

Section 1. The Company agrees that all present employees and all new employees hereafter employed by the Company in any class of work to which this agreement applies shall become members of the Union after the thirtieth (30) day and shall continue as members thereafter while this agreement is in effect.

Section 2. In no event will any employees become a member of the Union until after the thirtieth (30) day following the beginning of her/his employment or the effective date of this agreement, whichever is later.

Section 3. Any employee exempted from the provisions of this agreement who is transferred while this agreement is in effect to a class of work which is subject to the Union membership requirement, shall become a member of the Union within thirty (30) days after the effective date of such transfer.

**Section 4.** Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Union membership requirement of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Union membership requirement of this agreement, shall have the privilege of withdrawing from Union membership, and the Union agrees that such withdrawals shall not prevent any such employee from renewing Union membership in the event that thereafter the employee is assigned to a class of work in which Union membership is required hereunder as a condition of employment.

**Section 5.** The Company agrees to provide bulletin boards for posting of notices to its employees and agrees that the Union may use such bulletin boards for notices addressed to its members after such notices have been submitted to and approved by the Manager or other representative of the Company.

**Section 6.** 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.

### **ARTICLE III - MANAGER'S RIGHTS**

The Union agrees, for itself and its members, not to hinder or interfere with the management of the Company in its several departments on any matter not otherwise specifically addressed in this agreement, including, but not limited to actions related to the following matters: selection of the workforce, including the criteria on which those decisions are based; assignment of work; direction of the work force; scheduling; staffing levels; discipline or discharges for proper cause; and the right to transfer employees to work for which they are better suited and to furlough employees for any reason, including lack of work or efficiency in operations.

If the Union/Local claims that the Company has exercised the right to suspend, discipline, demote, or discharge employees in an unjust or unreasonable manner, such claim shall be subject to the Grievance and Arbitration Procedures set forth in Article XVI. If the Union/Local 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 Procedures set forth in Article XVI.

### **ARTICLE IV - SENIORITY**

#### **Section 1. Employee Status**

- a. Permanent employees are employees whose employment is expected to be for a period longer than a temporary employee, and it is expected that they will perform work in each calendar week.
- b. Probationary employees are newly-hired permanent employees who shall be working on a trial basis for a period of nine months from the date of hire. The Company shall have the right to discharge probationary employees for any lawful reason. Article XV, Discipline and Discharge, shall not apply to probationary employees, nor shall the Company's



discipline or discharge decisions regarding probationary employees be subject to the grievance and arbitration process set forth in Article XVI.

- c. Temporary employees are employees whose employment is with the understanding that employment is for a period not to exceed one year. If hired after 12 months on a permanent basis, with no break in service, the probationary period will not apply. A temporary employee shall not be entitled to any benefits, vacation, or seniority rights, and the terms of Articles XV, Discipline and Discharge, Article XII, Sick Pay, Disability and Medical Leave of Absence, and the grievance and arbitration process set forth in Article XVI, shall not apply while she/he is a temporary employee. The Company will inform the Union of the employment and assigned section of such employees and the expected duration of their employment.

Section 2. The Company and the Union agree that the seniority rosters established hereunder shall be the basis of the application of seniority rights as set forth herein.

Section 3. For seniority purposes, rosters shall be established for all job classifications included in this agreement. Job classifications shall not be added or changed by the Company without good and sufficient cause, and such additions or changes shall be negotiated with the Union prior to implementation consistent with Article XVIII – Stipulations, Section 3, of this Agreement.

Section 4. The rosters shall contain each job classification listing the employees' "Roster Seniority," "Classification Seniority" and "Company Seniority" with the Company. The Company will prepare and make available to the Union the rosters for employees covered by this agreement upon request. Any grievance or question concerning the roster must be brought to the attention of the Company within thirty (30) days of issuance and not thereafter.

- a. "Roster Seniority" shall be the date on which the employee was first placed into the roster.
- b. "Company Seniority" shall be the employee's most recent date of hire as a regular employee.
- c. "Classification Seniority" shall be the date on which the employee was placed in the classification. An employee who skips a classification(s) will be considered to have seniority of one day in the classification(s) skipped.

Section 5. An employee who is transferred out of the roster to a non-union position within the National Grid companies shall retain her/his Roster and Classification seniority if she/he returns to the roster within thirty (30) days. In unusual circumstances an employee may be provided seniority credit by agreement between the Union and the Company.

## **ARTICLE V - FILLING OF VACANCIES**

Section 1. When a vacancy occurs in a job classification, a notice will be posted electronically and in writing on employee bulletin boards for seven workdays. In addition to bulletin board postings, e-mail may also be used. This notice will contain the title of the position, the rate of pay, the hours and days of work, an outline of the duties and qualifications required, and the name of the

person to whom application should be made. Applicants must apply in writing within the seven-day period in order to be considered.

Section 2. The Company will determine applicants' fitness and ability for new or different positions within the Center. Promotion to a higher rated job classification will be based upon seniority and qualifications. Qualifications will be based upon general job knowledge and previous job performance. When a job opening occurs in a classification other than the lowest classification, the promotion decision will be made as follows:

- a. Within the group of employees eligible for promotion as described below, the Company shall select the most senior employee based upon Roster Seniority.
- b. All employees whose most recent performance appraisal ratings are at least "Fully Meets Expectations" will be eligible for promotion to the next level of job classification.
- c. Employees on a Leave of Absence (including a medical leave of absence) who are out greater than 30 days, and who do not have a definable return to work date, are ineligible to bid on posted vacancies.

Section 3. The Company will award the position to the qualified applicant within one week after the expiration of the posting period. Further, the Company will transfer employees to awarded positions within thirty (30) days of the award.

Section 4. If there are no qualified applicants in the roster, before hiring from the street, the Company shall courtesy post the position at other Company or its affiliates' locations and award the position to the best-qualified applicant. If there are no qualified applicants from other locations, the Company may hire a new employee to fill the vacancy.

Section 5. An employee transferred to a new classification shall have at least thirty days (30) to qualify. If the employee fails to qualify or voluntarily chooses, the employee will return to her/his former classification with no loss of seniority, but she/he will not accumulate any seniority in the classification in which the employee failed to qualify. The employee shall not have the right to bid into the classification in which she/he failed to qualify for a period of ninety (90) days thereafter.

Section 6. If, after 30 days, in the opinion of the Company, an employee transferred to a classification is qualified and competent, she/he may not return to her/his previously held classification except through the successful bidding of a position in said classification upon a vacancy.

## **ARTICLE VI - REDUCTION IN FORCES**

### **A. Displacement and Bumping**

Section 1. Displacement of employees due to a reduction in forces, in other than the lowest classifications, shall take place in order of classification seniority, an employee with the least classification seniority being downgraded first.

Section 2. An employee displaced from a classification shall enter the next lower classification in the same roster or line of progression, seniority unimpaired, and shall displace juniors in that classification.

Section 3. An employee shall be displaced from the lowest classification in a roster in order of Company seniority. The employee shall maintain unimpaired their seniority in any former classification with the right to displace juniors in that classification; or the employee will have the right to enter the lowest classification of any roster even if it means the displacement or furlough of another employee, if their Company seniority is greater than that of the employee to be displaced or furloughed. The employee's classification seniority shall be the date the employee enters.

Section 4. In all cases of displacement, fitness and ability will be a determining factor on assignments under the above.

**B. Furloughs**

Section 1. Furlough of employees shall take place in order of Company seniority so that employees with the least seniority will be furloughed first. Furloughed employees' rights to recall will be based on fitness and ability in order of Company seniority. If recalled, they must accept in writing and report for work within seven days. Failure of employees to accept recall will result in forfeiture of all seniority rights and rights to recall. Furloughed employees who are not recalled within two years from the date on which their furlough begins shall have no seniority or recall rights except by agreement between the Company and the Union in each case.

Section 2. Courtesy postings for furloughed employees will be in accordance with Attachment I of the Memorandum of Understanding of Items Agreed to During Negotiation of New Labor Agreement dated April 1, 2008.

Section 3. Employees may volunteer to take a severance in accordance with the appropriate severance pay plan as described in Schedule B – Benefits, Section 4. A canvass, by seniority, of the affected roster, will be conducted to identify volunteers.

**C. Courtesy Posting For Customer Contact Center Furloughed Employees**

Section 1. The Company will post all vacancies during furlough periods before hiring from the outside the Company

Section 2. Any furloughed employees who are interested in entry-level positions at any Company locations should notify the Human Resources Department who will see that they are considered for future vacancies.

Section 3. Successful applicants must meet the following qualification criteria:

- a. Acceptable attendance record
- b. Attained a "Fully Meets" on performance appraisals
- c. Acceptable disciplinary record under the Positive Discipline system
- d. Must meet all of the qualification criteria of the job

Section 4. Unless in their initial probationary period, successful applicants will receive the posted pay rate.

Section 5. Among the applicants, the Company will select the best qualified.

Section 6. The Company will select a furloughed employee who meets all of the criteria outlined in #3 above prior to offering the position to applicants outside the Company.

Section 7. Furloughed employees who apply for a courtesy posted vacancy will be notified if they are not the successful applicant.

### **ARTICLE VII - HOURS AND DAYS OF WORK**

Section 1. Work schedules (including days and hours) will be established as necessary to meet the demands of the Customer Service Center's business. When such schedules are changed, the Company will notify the Union. If the Union should request a meeting to discuss such schedule changes, the Company shall comply.

Section 2. One time in a calendar year, existing work schedules may be changed by the Company upon 60 days calendar notice to the Union or such shorter time period as agreed to by the Union. If existing work schedules are changed more than once in a calendar year, employees whose schedules are changed will receive 1½ times straight time for hours worked during the first week of the new assignment. The Company may adjust existing start or stop times by up to one hour upon 10 calendar days' notice to the Union without additional compensation. During the notice period, Customer Service Center representatives on the same shift, schedule, and classification may elect to fill the new schedule by written notification to the Resource Management Department within the first 7 calendar days of the 60 day notice or the first 24 hours of the 10 day notice. This does not extend the time of the notice. In the event the Company does not obtain the desired amount of employees willing to change hours, the junior employees within that shift shall be forced.

Section 3. Additional schedules requiring additional staffing may be implemented by the Company in accordance with Section 1. of this Article.

Section 4. Shift schedules within a classification that the Company intends to fill shall be awarded by Roster Seniority, and employees awarded schedules shall have their schedule changed within 30 days of the award.

Section 5. With Company approval, an employee may swap a shift with another employee.

Section 6. The Company will schedule all breaks in the Customer Contact Center.

Section 7. Management agrees to offer Voluntary Time Off when call volume is arriving below expectations or staffing is greater than planned. (See Attachment 1)

### **ARTICLE VIII - MEAL PERIOD**

**Section 1.** Employees shall be provided an unpaid meal period of 30 minutes between the fourth and sixth hours of work.

**Section 2.** If an employee works beyond her/his regular shift by more than 1 hour, the employee shall be provided with a paid 20-minute meal period, and additional paid 20-minute meal periods every 4 hours thereafter. Each 20-minute meal period shall also include \$13 for a meal except during periods when the cafeteria is being provided free of charge.

**Section 3.** If an employee is called in to work overtime, she/he shall be provided with a paid 20-minute meal period for every 4 hours worked on overtime and shall be provided \$13 for each meal period except during periods when the cafeteria is being provided free of charge.

### **ARTICLE IX - COMPENSATION**

#### **A. Base and Incentive Compensation**

**Section 1.** Employees subject to this agreement shall be paid in accordance with the Schedule A, Base and Incentive Compensation.

**Section 2.** When employees are temporarily assigned to higher classes of work, they shall receive the entry level wage for the higher classification for the hours worked in the higher classification. When employees are temporarily assigned to higher classes of work for four (4) hours or more during their regular work schedule, they shall receive the higher wages for all hours worked in their regular work schedule. If employees are temporarily assigned for less than four (4) hours, they shall receive the higher wages for actual hours worked.

**Section 3.** Employees shall not be paid for time not worked due to tardiness.

**Section 4.** Personal car mileage rate for business use is the per mile rate established annually by the IRS. Reimbursement shall not be made for travel to or from an employee's home and the Customer Service Center in which the employee is normally assigned.

#### **B. Overtime Compensation and Response to Overtime**

##### **Section 1. Overtime Compensation**

- a. Full time employees shall receive 1½ times straight time for all hours worked beyond their normal schedule. Part-time employees shall receive 1½ times straight time for all hours worked either beyond 40 hours during a week, or outside their normal schedule. This does not apply to the first two hours following the end of the regularly scheduled shift which are paid at straight time. Full time employees are those employees whose scheduled shifts are for 36 hours or more. Part time employees are those whose scheduled shifts are for less than 36 hours.
- b. All overtime hours worked on Sunday will be compensated at the rate of double time.

- c. With the exception of paid meal periods, overtime worked shall be rounded up to the nearest quarter hour.
- d. In the event employees who are asked to work hours beyond their normal schedule are unable to do so, the available junior qualified employee(s) in the necessary class will be required to work. The Company shall provide ample notification when extending shift and every effort shall be made to provide not less two (2) hour notice prior to working extended hours.
- e. An employee shall be paid a minimum of three hours' total pay at the applicable rate for all call-ins during unscheduled hours. This minimum shall not apply in any case where employees are assigned to work extended hours after their normal schedule, or assigned to work one hour or less immediately prior to the beginning of their normal schedule. If an employee is scheduled in advance for overtime work, she/he will be paid the minimum if the overtime work is cancelled with less than 24 hours' notice. If the overtime is scheduled on the employee's regular workday, the minimum continues to apply unless the employee is notified of the cancellation prior to the end of the employee's normal work schedule.
- f. When an employee is called in during unscheduled hours, she/he shall be credited with a total of 1 ½ hours for travel time to and from home. For unscheduled hours in excess of one (1) that precede the employee's regular schedule, travel time of 45 minutes will be credited.

Section 2. Response to Call-in

- a. Because of the nature of the Customer Service Center's business, and the Company's need to provide 24-hour a day service to customers, it is necessary that employees work a reasonable amount of time beyond their normal schedules -- planned and unplanned. If management determines that there is a response problem to such work, a meeting with the Union will be held. Following this meeting, individual employee's response to additional working hours will be monitored. An unsatisfactory response record will result in positive discipline.

C. Premiums

Section 1. Shift Differential

Employees shall receive, in addition to their regular rate, a premium of \$1.75. For each additional year of the contract, \$.05 will be added per hour for all hours of their regular shift worked between 5pm and 7am.

In Accounts Processing, the Company agrees to a minimum of twelve (12) additional shifts starting at 7:00AM and/or 7:30 AM.

Section 2. Sunday Premium

A premium of 25% of the straight time will be paid for all time worked on Sundays which is part of a regular schedule. Employees on a three (3) day week, twelve (12) hour per day schedule,

however, will not receive a Sunday Premium, since they are being paid for forty (40) hours but only working a thirty-six (36) hour week.

Section 3. Storm Emergency and Significant Event Premium

Employees will be paid a premium of time and one-half in the event that a storm emergency occurs or when there is a significant business event that requires the Company to establish the following:

1. Assign the entire department to work 12-hour work shifts during the storm emergency or the significant business event, or
2. The Company schedules 50% or more of the department on 12- hour work shifts for more than two days.

This premium will only be paid to employees who worked the schedule.

When the storm period is being paid, an employee shall be provided with a 20 minute meal period for every 4 hours worked and will not be paid the \$13 when the cafeteria is being provided free of charge if the Company provides meal(s).

During Level 1, 2, 3 storm events the Company will endeavor to provide accommodations for those who want it.

If during the emergency the Company elects to send employees home from their normal shift to return to work at a later time, those employees will receive, for that day, straight time pay for the remaining un-worked hours of their normal shift. Upon return to work, those employees will be paid at a rate of 1½ times straight time for all hours worked until they return to their normal schedule.

D. Benefits

Employees subject to the provisions of this agreement shall be eligible for and entitled to the Benefits set forth in Schedule B in accordance with the terms of the benefit plans.

**ARTICLE X - HOLIDAYS**

Section 1. Each of the following days shall be considered as paid legal holidays:

New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, the last scheduled workday before Christmas Day and Christmas Day, plus one floating holiday. (Subject to supplementary holiday provisions)

The last scheduled workday before Christmas is a holiday. Employees who wish to take off the last scheduled workday before New Year's Day in lieu of that day may do so with the approval of Management and provided there is no additional cost to the Company.

There will be holiday schedules at the Customer Service Center and these shall be assigned as described in the procedure on Method of Holiday Coverage. The Company will determine the number of employees needed to work on the days listed above. When schedules are set, the Company will notify the union. If the union should request a meeting to discuss schedules, the Company shall comply. All employees not needed to work on these holidays will be compensated as outlined on the schedules below.

a. Full Time 8, 9, 10, 12 Hour Shift Employees

1. Employees who work on a holiday shall receive 2½ times straight time for all hours worked.
2. Employees who do not work on a holiday shall receive 8, 9, 10 or 12 hours holiday pay if the holiday falls within their regular schedule, and 8 hours of holiday pay, if the holiday falls outside of their regular schedule, which may be taken in hourly increments if the employee so chooses.

b. Part Time 4, 5 and 10 Hour Shift Employees

1. Employees who work on a holiday shall receive 2½ times straight time for all hours worked.
2. Employees who do not work on a holiday shall receive 4, 5 or 10 hours holiday pay, if the holiday falls within their regular schedule, and 4 hours of holiday pay, if the holiday falls outside of their regular schedule, which may be taken in hourly increments if the employee so chooses.

Once the Company determines the number of employees whom it needs to work on each schedule to be covered on the holiday, employees will be offered the opportunity to work in order of seniority. Employees will be offered reduced holiday schedules of 4 or 5 or 6 hours excluding overnight and Team Lead shifts. Employees may be allowed, by seniority, to work two consecutive four or five or six hour shifts. If an insufficient number of employees are willing to work on the holiday, the Company will revert back to 8, 10 and 12 hour shifts and assign the least senior employees to cover the required schedules.

The Company shall determine the number of employees needed to work on each schedule to be covered on the holiday by the following method:

1. Employees willing to work Washington's Birthday, Patriot's Day, Veterans Day, Day after Thanksgiving, and the last scheduled day before Christmas will notify the Company prior to January 31<sup>st</sup> with their commitment to do so. Employees who are working on these days will receive straight time pay and will be awarded floaters for those committed days as of February 1<sup>st</sup> of that particular year.
2. If an insufficient number of employees are willing to work the holiday, the Company shall offer employees who are on their relief days the opportunity to work the holiday.



3. If an insufficient number of employees are willing to work the holiday, the Company shall offer qualified employees in the Accounts Processing group the opportunity to work the holiday.
4. If an insufficient number of employees are willing to work the holiday, the Company shall go back to the employees normally scheduled to work and assign the least senior employees to cover the required schedules.
5. If the least senior employee has been assigned to work the first day of a holiday within two consecutive holidays (i.e. Thanksgiving Day and Day After Thanksgiving or Christmas Eve and Christmas Day) the next least senior employee shall be assigned to cover the required schedules.
6. The Company will make an effort to provide 30 days' notice and shall provide a list of employees working the holiday to be posted on the bulletin board. If seven (7) days or less prior to the holiday an employee is unable to work, she/he shall be responsible to find a replacement to cover the vacant shift.

#### **SUPPLEMENTARY HOLIDAY PROVISIONS**

- a. If an employee is not paid for the week in which a holiday occurs, they shall not receive holiday compensation with the exception of an employee still on the active payroll but absent due to sickness or injury.
- b. If on a holiday which falls on a regularly scheduled day an employee is absent during a paid sick pay period, their pay for the day will be charged as holiday pay.
- c. If an employee is absent but receiving vacation pay or authorized funeral leave and the holiday occurs on their normal work day, the employee shall receive either an additional day off at a time to be designated by the Company or normal straight time compensation for one day.
- d. If an employee is absent on certain military duty, the first week of such duty shall be considered Military Service Leave and if the holiday occurs in that week on their normal day of relief, the employee shall receive this compensation for that holiday and their total compensation for that week will be a normal week plus one day.
- e. If an employee is on a no-pay status, they shall receive holiday compensation only if they work the scheduled workday prior to and subsequent to the holiday.
- f. An employee who is retiring prior to taking their floating holidays will have those days added to the vacation allowance to which they are entitled upon entering into retirement.
- g. It is intended that an employee on higher assignment for scheduled hours the day before a holiday and the day after the holiday, and who would have received the assignment pay if the holiday had not occurred, will be paid the assignment pay on the holiday.

- h. If an employee desires to have compensating time off in lieu of pay for a holiday which falls outside of the employee's regular schedule, the employee's coach/supervisor will try to arrange for a day off which is mutually agreeable, and which will not result in any increased expense to the Company.
- i. If an employee desires to have compensating time off for a holiday which falls on the employee's regular schedule, the employee's coach/supervisor will try to arrange for a day off which is mutually agreeable, and which will not result in any increased expense to the Company, and if granted, the employee will receive 1½ times straight pay for all hours worked on the holiday.

### **ARTICLE XI - VACATIONS**

**Section 1.** Effective January 1, 2009, vacation shall be accrued over any ten months during the calendar year. For 2008, vacation accrues from June 1 through December 31 except that in the event an employee is absent for two months or less at any time during calendar year 2008, he/she shall receive a full accrual for 2008. No month of absence can affect more than one vacation accrual period. Employees that are on Sick No Pay, Family Leave No Pay, MA Small Necessity Act No Pay, Rhode Island Family Act No Pay or Unexcused Absence No Pay and that are out more than seven (7) days/fifty six (56) hours in one calendar month will not accrue vacation time for the month. (See Attachment 2)

**Section 2.** After one year of continuous service prior to January 1 of the calendar year in which the vacation occurs, employees will be entitled to two weeks' vacation with straight time pay for the remainder of the calendar year. Temporary employees hired after 12 months on a permanent basis, with no break in service, will be credited for accrued vacation.

**Section 3.** Thereafter, employees will be entitled to the amount of vacation (at straight time) that corresponds with the calendar year in which the anniversary of their continuous employment occurs as follows:

Years	Weeks
2-4	2
5-14	3
15-19	4
20 or more	5

**Section 4.** 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.

- a. 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, but coaches/supervisors shall make every reasonable effort to schedule those weeks according to the wishes of the employee involved.

- b. An employee may select her/his entire vacation consecutively providing the selection beyond the normal two weeks does not cause a hardship to other employees, cost the Company abnormal overtime payments nor adversely affect operations.
- c. Whenever possible, employees will be allowed to take their vacations less than a week at a time.
- d. 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.
- e. 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.

Section 5. Deferral

- a. An employee may request to defer all or part of a vacation (in an amount not to exceed one week) to the following year, which request will be granted provided it will not cause a hardship to other employees, cost the Company abnormal overtime payments nor adversely affect operations. The rate of pay for deferred vacation will be that which would have applied to the originally scheduled period. The Company shall not compensate the employee for the deferred vacation time in the event the employee leaves the Company's employ prior to taking the deferred days.
- b. Under unusual circumstances the Company may require employees to defer an amount of up to 2 weeks of vacation (but not to exceed one-half (1/2) of the employees total days) to the following year. The rate of pay for such deferred vacation will be that which applies to then current vacation days. In the event the employee leaves the Company's employ prior to taking the deferred days the employee shall be entitled to compensation for such days upon termination.

Section 6. Rate of Vacation Pay

- a. An employee will be paid during vacation the normal wages that employee would have received if she/he had worked at straight time pay. Straight time pay shall be that which was paid for the majority of hours during the 6-month period prior to the vacation.
- b. In the event an employee has been called in to work from vacation, that is, the employee has completed her/his last scheduled day of work before vacation and has actually begun the vacation, the employee may elect to either reschedule the days of vacation interrupted or be paid straight time for the interrupted vacation days. Hours worked during the interrupted vacation shall be paid at 1½ times straight pay.
- c. Payment of Vacation Pay to Employees Who Leave Employment
  - 1. 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.

2. Employees who leave the employ of the Company on or between January 1 and May 31, with one or more years of continuous service prior to June 1, will be granted vacation pay (at straight time) for their unused vacation time for the year.
3. Employees with one or more years of continuous service who leave the employ of the Company on or between June 1 and December 31 and who have not already completed their vacation for the current year, 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 June 1st (and not to exceed the maximum) as follows:

Years of Employment Prior to June 1	Days Pay For Each Mo. Post June 1	Maximum Working Weeks
1-4	1	2
5-14	1 ½	3
15-19	2	4
20 or more	2 ½	5

## **ARTICLE XII - SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE**

### **A. Sick Pay and Disability**

**Section 1.** For a temporary non-occupational disability, subject to the limits outlined in Section 4 below and subject to such evidence as may be required and with the approval of the coach 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.

**Section 2.** For a temporary occupational disability, subject to the limits outlined in Section 4 below and subject to such evidence as may be required and with the approval of the coach 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.

**Section 3.** In the case of an employee who has performed substantial amounts of work under more than one approved wage or salary rate prior to her/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.

**Section 4.** 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:

- a. From the total number of hours of pay to which the employee is entitled, based on her/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.
- b. The foregoing limit shall be applied separately to:
  - (1) Disabilities caused by sickness or non-occupational accident, and
  - (2) Disabilities of an occupational nature.

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.

Section 5. The Federal Family Medical Leave Act (FMLA) is accepted by both parties. As such, all sickness absences beyond 3 consecutive 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.

Section 6. 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.

Section 7. 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.

Section 8. The Management may, in its discretion, withhold all or a portion of the payment of wages during periods of disability from employees who engage in work other than for the Company or its affiliates.

Section 9. 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.

Section 10. Sick pay allowance is payable directly by the Company to the employee unless otherwise directed.

Section 11. 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 12. Should medical evidence indicate that the employee's disability is of a permanent nature and the employee is not expected to return to active service, subject to the limits set forth above, appropriate wage payments for temporary disability will be made pending a decision on possible retirement of the employee. Such wage payments made to an employee will be terminated automatically on her/his retirement date.

Section 13. Disability benefits shall be those described in the summary plan description as set forth in the "*Your Benefits Program*" for Union employees. Effective with disabilities commencing on or after 1/1/04, the maximum benefit that an employee will receive is 60% of base pay per month.

Section 14. The Company agrees to pay \$73.97 per month, effective 4/1/04 toward the LTD premium. Any additional cost shall be paid by employees through payroll deduction. Any amount by which the Company contribution exceeds the insurance premium will be refunded in payroll to employees who are receiving gross wages.

Section 15. If a disabled employee is denied benefits by the insurer after the first 24 months of disability, and the Company is unable to provide employment for her/him, and the employee's age and years of service total 60 or more at the time the employee began receiving Long Term Disability payments, the employee may 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, with the Union.

**B. Coordination of Benefits**

Section 1. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits

Section 2. 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 her/his claim, subject to the limitations set forth in paragraph 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.

Section 3. 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 she/he subsequently receives Workers' Compensation weekly payments, she/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 her/him) more than her/his normal weekly wage or salary, she/he shall reimburse the Company for the excess.

- a. If an employee injured in an occupational accident makes a lump sum settlement with the insurance company in lieu of her/his receiving weekly Workers' Compensation Benefits, the benefits to which she/he may be entitled from the Company shall be computed for the period of her/his disability as though she/he were receiving weekly compensation benefits.
- b. 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.

Section 4. 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 over payment, 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 rights to recover such benefit.

C. 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 she/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 three consecutive scheduled work-days must notify Health Services before returning to work and obtain proper clearance.

Section 3. If there is disagreement between the employee's physician and the Company Health Services department, whether related to an employee's ability to return to work or over the type work the employee can perform, the Company may submit a job description to the employee's physician for evaluation or submit the dispute to a third doctor. If it is decided to submit a job description to the employee's physician, a detailed description of all physical work required in the job classification in question must be prepared and agreed to by the Union before being forwarded to the employee's physician. The physician will be required to reply in writing whether or not, in the physician's judgment, the employee can reasonably perform all or a portion of the work outlined.

Section 4. If either party chooses to refer any dispute between the Company's physician and the employee's physician to a third physician, the third physician's decision will be final and binding upon all parties. The third physician will be selected by the Company's physician and the employee's physician. If they are unable to agree upon the third physician, a joint request will be made to a third party medical establishment (such as the AMA) for the name of a third physician who specializes in the field involved. The Company's physician and the employee's physician may submit, to the third physician, the medical history of the employee and all other relevant information in their possession to aid in the decision. The expense of the third physician's medical evaluation, not covered by the medical insurance, will be shared equally by the Union and the Company.

D. Testing and Examination

Section 1. 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 2. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy (applicable to those handling Gas calls) provides for termination of employment upon the second positive test, with a required second test during rehabilitation no later than 45 days following the initial positive test. When the Medical Review Officer determines that an employee's urine specimen is dilute, a mandatory retest will be conducted. A positive drug or alcohol test older than seven years will not be considered as a strike under this language. The Company agrees to work with its health plans to achieve maximum possible acceptance of EAP or other intervention counselor's prescribed treatment plans for employees testing positive.

E. Procedure On "Pay-For-Time-Worked"

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

a. 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 a 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.

b. Permanent Employees

1. First Step:

When the coach/supervisor first notes that an employee's record is beginning to deteriorate, the supervisor will speak with the employee to understand the circumstances and, if necessary, remind the employee of the importance of good attendance in a service center environment and of this pay-for-time-worked policy and procedure.

This step will take place after 2 instances of non-FMLA absence in a rolling 12-month period. Two partial days of non-FMLA absence will be considered an "instance".

2. Second Step:

If the record continues to deteriorate, after careful analysis, a discussion will be held with the employee to understand the circumstances and remind the employee of the importance of good attendance in a service center environment and of this pay-for-time-worked policy and procedure. The supervisor will send a letter to the



employee summarizing the conclusions of the meeting, with a copy going to the Employee Services Department.

If the employee would like to see Medical Services, this should be arranged and their recommendation reviewed. The employee will be told that, absent extenuating circumstances, their absentee record must improve and that they will be put on pay-for-time-worked upon her/his next absence. A continuing bad record may mean the individual is not employable.

The second step will take place after 3 instances non-FMLA absence in a rolling 12-month period. Two partial days of non-FMLA absence will be considered an "instance".

3. Third Step:

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. The supervisor will send a letter to the employee summarizing the conclusions of the meeting, with a copy going to the Employee Services Department.

The third step will take place after 4 instances of non-FMLA absence in a rolling 12-month period. Two partial days of non-FMLA absence will be considered an "instance".

4. Follow-Up:

The absentee record of an individual on a pay-for-time-worked basis will be reviewed monthly.

Failure to Improve:

If no substantial improvement is observed within one year, a discussion between the coach/manager will be held to determine what action, if any, should be taken, up to and including termination.

Improvement:

If the employee's absentee record improves to the point where it is no longer considered excessive, or dramatic action is taken by the employee to eliminate the absentee problem, then the coach/supervisor 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 coach/supervisor will restore sick pay benefits to the employee. When this is done, the coach/supervisor should warn the employee that if their record again becomes poor, they 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 they again have 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 her/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.

5. Definition of Pay-For-Time-Worked

An individual on a pay-for-time-worked basis shall be paid under the following circumstances as determined by the appropriate Company policy: vacation, holiday, death in family, jury leaves, military leave, occupational injury, and authorized absences.

General

This procedure does not cover instances where an employee is known to have falsely claimed an absence due to illness, nor does it cover a situation where an employee failed to properly notify the Company of their absence. Those occurrences are covered by Positive Discipline. A partial instance is defined as 3 hours or greater. The Union will be invited to all discussions that take place with an employee beyond the first step of the process.

The Company will provide the Union, on a bimonthly basis, with a report listing the employees who, at the time, are under the second and third steps of the process.

F. Medical Leave of Absence

Section 1. Medical leave of absence begins at the expiration of Company sick pay and continues as follows:

- a. For employees with less than five (5) years of service or a combination of age and service of less than sixty (60) at the time the disability begins, medical leave of absence lasts until twenty-four (24) months from being disabled. If the employee has not returned to work on or before the end of this period her/his employment is terminated.
- b. For employees with more than five (5) years of service and a combination of age and service of at least sixty (60), medical leave of absence continues for as long as the employee remains eligible for disability benefits but no longer than age sixty-five (65) or as otherwise required by law.

### **ARTICLE XIII OTHER LEAVES OF ABSENCE**

**Section 1.** Employees will be excused with pay for absence on scheduled workdays upon the occasion of a death as follows:

- a. 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 all scheduled workdays falling within the three-day period next following the date of a death of in the immediate family member (wife, husband, same sex spouse, same-sex domestic partner, children, step-children, daughter-in-law, son-in-law, parents, step-parents, sister or brother, step-sister, step-brother, parents-in-law) or a member of the immediate household. For other members of the family (grandparents, grandchildren, nieces, nephews, brothers-in-law, sisters-in-law, aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled workday.
- b. 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 management.

**Section 2.** Full normal wages will be paid to eligible employees while absent from work for jury duty.

- a. Full normal wages will be paid to eligible employees while absent from work when subpoenaed to testify on behalf of the Company.
- b. Wages that the employee would have received if she/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 rate prior to such duty, consideration will be given to the amount of work performed in each such class in establishing the wage rate to be paid during such duty.
- c. 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, however, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.
- d. If an employee on Jury Duty is excused for one day or more, she/he is expected to call her/his coach/supervisor and inquire whether or not she/he should report for work. The coach/supervisor's decision shall be final.

**Section 3.** No deductions will be made from wages of eligible employees for approved absences for personal reasons and for approved civic duties.

**Section 4.** 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 weeks leave with wages or salary for two weeks, but up to three weeks, depending upon 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.

- a) No deduction from wages 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 her/his commanding officer.
- b) Since eligible employees will be absent up to three weeks with pay for 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.
- c) It will no longer be required than an employee take his vacation in connection with military duty in order to receive pay for military duty.

#### **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 5.** 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.

- a) 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 Union, are wholly subject to management discretion.
- b) 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.

### **ARTICLE XIV - SAFETY**

**Section 1.** It is the aim of the Company and the Union to promote safety and health of the employees and to prevent accident and health hazards, and the Company and the Union agree to cooperate to this extent.

**Section 2.** A joint Union/Management Safety Committee will be formed to meet semiannually to discuss safety problems.

**Section 3.** In the event of building renovations or other special circumstances the Company agrees to meet with the Union on a more frequent basis in order to address any safety or health concerns.

#### **ARTICLE XV- DISCIPLINE AND DISCHARGE**

**Section 1.** Employees will be subject to discipline, up to and including discharge, for reasons of performance and conduct in accordance with the Company's Positive Discipline system, which is hereby incorporated by reference in the form as amended from time to time.

**Section 2.** Upon the written request of the Union made within ten days from the date upon which an employee has been disciplined at the written reminder level or above, suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Union of the reason for the suspension or discharge.

**Section 3.** The hearing will be conducted by the Manager or Director of the Customer Contact Center within ten days of the written request, and if exonerated, the employee will be reinstated without prejudice and compensated for any loss in wages. At the hearing, the Union shall represent the employee so disciplined and may present witnesses. At either parties request, when hearings on discharge require further attention through the grievance procedure, a grievance meeting will be held at the third step level.

#### **ARTICLE XVI - SETTLEMENT OF DISPUTES**

**Section 1.** While this agreement is in effect, there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union and/or subject to the terms and conditions of this agreement who, without the authority or sanction of the Union, voluntarily absents himself or herself from work because of any dispute or demand may be denied further employment or suspended at the option of the Company.

**Section 2.** Any dispute arising during the term hereof shall be treated as a grievance and every reasonable endeavor shall be made to settle such dispute by agreement between the Union and the supervisor, manager or the director of the Customer Contact Center for the Company.

**Section 3.** Disputes and grievances shall be handled with the aggrieved employee with the Union Representative in the following steps: first, with the supervisor; second, with the Lead Supervisor; and third, with the Union and the Manager or Director of the Customer Contact Center. The request for implementation of step one must be made within sixty calendar days of the event which resulted in the complaint, or when the Union became aware of such event or the complaint will be deemed to have been waived. Grievances continuing beyond the first step shall be in writing for the records of the Company and the Union. Grievances will be answered within fifteen days if possible; if not, the Local will be notified and given the reason for the delay.

**Section 4.** All grievances not settled under the procedure outlined above and other differences arising between the parties relative to wages, hours, conditions of employment or other matters mentioned in this agreement shall at the request of either party, be referred to arbitration to an arbitrator mutually agreed upon by the parties, whose decision shall be final and binding. In the cases involving discharge a tripartite board will be utilized. The tripartite board will consist of one

arbitrator chosen by the Company, one chosen by the Union and the neutral arbitrator shall be chosen by agreement of both parties. Each party shall bear its own arbitration expense. Compensation of the arbitrator shall be borne equally by them. In case the parties are unable to agree upon the choice of an arbitrator, then the arbitrator shall be chosen from a list of arbitrators to be supplied by the American Arbitration Association.

Section 5. Multiple or unrelated grievances shall not be arbitrated simultaneously, in the same hearing, before the same arbitrator except by mutual agreement of the parties.

Section 6. The provisions of this Article shall not apply to probationary employees.

Section 7. The parties agree to participate in a so-called "last best offer" pre-arbitration conference upon request of either party provided that such conference must be requested in time for the arbitration to be cancelled without cost to either party.

Section 8. With the exception of disputes related to New Equipment, no arbitrator shall have the power to add to or subtract from the specific terms of this Agreement or to pass upon or decide any question except the grievance submitted to the arbitrator.

#### **ARTICLE XVII - SUPERVISORS**

Supervisors who are not covered by the labor agreement will do only such incidental work as is necessary to instruct others or to improve operations. They shall not, except in emergencies, perform work that employees subject to the labor agreement are normally required to perform.

#### **ARTICLE XVIII – STIPULATIONS**

Section 1. The Union agrees that for the term of this agreement, all requirements of the Electricity Restructuring Act of 1997, including Section 1E related to staffing levels have been satisfied and that this agreement is a collective bargaining agreement under that language.

Section 2. The Company will not purchase any product that has been manufactured or produced in working conditions that resemble a sweatshop or that have child labor in the workplace.

##### **Section 3.     New Equipment, Technologies, Systems and Processes**

The Company and the Union will continue to cooperate in the introduction of any new equipment, technologies, systems, operational policy or procedures which calls for significant changes to the current job specification or new job specifications. The Company will give the Union sixty (60) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current proposed job specifications and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due

consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the sixty (60) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues and only these issues may be referred for resolution in accordance with Article XVI, Settlement of Disputes.

Section 4. The Company agrees to remind its supervisors of the need to respect the judgment of the employees in matters of safe work execution. The Company does not tolerate intimidation, harassment or other unwarranted pressure on employees exercising such judgment.

#### **ARTICLE XIX - ASSIGNMENT OF AGREEMENT**

Section 1. The work performed hereunder may be assigned from the Company to any affiliated company upon 60 days' notice to the Union. To the extent supportable by law, in the event the work is assigned to an affiliate, or in the event of a consolidation between or merger with an affiliate(s), the provisions of this agreement shall continue to apply for its remaining term.

Section 2. In the event of the sale of all or substantially all of the Northboro Customer Service Center operations to a non-affiliate of the Company, to the extent supportable by law the Company shall require such non-affiliated company to assume this entire agreement for its remaining term.

#### **ARTICLE XX - EFFECT OF AGREEMENT**

This agreement constitutes the entire agreement of the Company and the Union arrived at as a result of collective bargaining negotiations and is intended to cover the entire subject matter of the Company's relations with its employees as defined in Article I, except for such amendments hereto as shall have been specifically negotiated, agreed upon, reduced to writing and signed by the parties.

#### **ARTICLE XXI - TERM OF THE AGREEMENT**

This agreement shall be effective as of the first day of May 12, 2013 and shall be binding upon the parties hereto and upon all employees who are subject to its provisions, and it shall remain in full force and effect through May 11, 2017.

## SCHEDULE A

### SCHEDULE OF WAGES 2013-2017

<u>Call Center</u>	Step	5/12/2013	5/12/2014	5/12/2015	5/12/2016
Sr. Customer Service Rep	5	25.30	25.93	26.58	27.24
	4	20.85	21.37	21.90	22.45
	3	19.13	19.60	20.09	20.60
	2	17.38	17.82	18.26	18.72
	1	16.10	16.51	16.92	17.34
Team Lead	2	28.04	28.75	29.46	30.20
	1	27.09	27.77	28.46	29.17
<u>Commercial Accounts</u>	Step	5/12/2013	5/12/2014	5/12/2015	5/12/2016
Commercial Account Representative	2	27.02	27.69	28.39	29.10
	1	26.07	26.72	27.39	28.07
<u>Accounts Processing</u>	Step	5/12/2013	5/12/2014	5/12/2015	5/12/2016
Customer Service Rep	5	20.69	21.21	21.74	22.29
	4	17.88	18.32	18.78	19.25
	3	16.71	17.13	17.55	17.99
	2	15.62	16.01	16.41	16.82
	1	14.87	15.24	15.63	16.02
Team Lead	2	23.02	23.60	24.19	24.79
	1	22.14	22.69	23.26	23.84
Call Center		Step	1/30/2015	5/12/2015	5/12/2016
Sr. Customer Service Rep Hired after 1/30/2015		5	\$24.68	\$25.30	\$25.93
		4	\$20.34	\$20.85	\$21.37
		3	\$18.66	\$19.13	\$19.60
		2	\$16.96	\$17.38	\$17.82
		1	\$15.71	\$16.10	\$16.51
Accounts Processing		Step	1/30/2015	5/12/2015	5/12/2016
Customer Service Rep Hired after 1/30/2015		5	\$20.19	\$20.69	\$21.21
		4	\$17.44	\$17.88	\$18.32
		3	\$16.30	\$16.71	\$17.13
		2	\$15.24	\$15.62	\$16.01
		1	\$14.51	\$14.87	\$15.24

All step increases within the classification are based on length of service. The next step increase within the employees classification will be applicable twelve months from the anniversary date and each subsequent step increase within the employees classification will be applicable annually thereafter on the anniversary date until the employee has reached the top step of the classification.

#### **Temporary Employees**

The step increase for temporary employees who are made permanent will be at 100% of the lowest step of the classifications. The next step increase for temporary employees will be applicable twelve months from the anniversary date; anniversary date will be the date the employee was hired permanent.



**SCHEDULE A**

**BASE COMPENSATION AND INCENTIVE COMPENSATION**

**ACCOUNTS PROCESSING ONLY**

A monthly bonus will be paid to employees based on their performance. The bonus will be paid on the previous month's earnings, and for purposes of the bonus payment, the earnings are defined as base pay, overtime, and premiums.

Performance Appraisal Scoring:

<u>Does not Meet</u>	<u>Fully Meets</u>	<u>Exceeds</u>
0%	10.5%	12.5%

**KPI/Target Levels:**

On an annual basis, as of January 1, the Company will select a minimum of three Key Performance Indicators (KPI). The Company reserves the right to add or delete KPI's on an annual basis. The KPI's will be announced to the Union by October 1st for the forth coming year. KPI's will be accompanied by all statistical data and reports used to determine the measurability of each KPI. When KPI's are established, a meeting with Union and the Company will be scheduled to meet and discuss.

The Company, will determine the target level for each KPI by calculating a call center average. The average will be determined by eliminating the top 10% performers and the bottom 20% performers. This calculation will be done by October 31st of the current year for use in the forth coming year. When targets are established, a meeting with the Union and the Company will be held to meet and discuss.

The Performance measure shall be based upon Exceeds, Meets and Did Not Meet scale.

The Performance measure to determine "Exceeds will be negotiated with the Union on an annual basis.

The Incentive Compensation will be paid out on a monthly basis

Each Employee will be eligible after completing their probationary period.

**KPI's – Contact Center**

- A. After Call Survey
- B. Call Quality
- C. After Call Work
- D. Adherence
- E. AUX-Personal
- F. Average Handle Time
- G. Average Hold Time
- H. Average Talk Time
- I. First Contact Resolution
- J. Response to Overtime
- K. Call Escalation Rate
- L. Customer Satisfaction
- M. Number of Calls per hour
- N. CTI percent Wrap up
- O. Marketing ---EBPP, direct pay, web, IVR etc.
- P. Conformance

**KPI's – Accounts Processing**

- A. Call Quality
- B. Accounts Processing Quality
- C. Adherence
- D. AUX-Personal
- E. Work Item Handling Efficiency
- F. Response to Overtime
- G. Number of Transactions per hour (productivity, non-wfm)
- H. WFM Timeliness – service Level Targets
- I. Conformance

**Performance Appraisal Rating Metrics**

The parties agree to the following performance rating metrics for the Customer Contact Center and Accounts Processing performance appraisal:

- A rating of .5 or higher in any applicable KPI measured in percentages will be rounded up to the next whole number.
- A rating of .5 or higher under Overall Performance Rating will be rounded up to the next whole number as long as the Representative has scored a “Meets” or above.
- Rating Matrix amended as follows:

**Rating Matrix**

Exceeds Expectations	=	3.50 or above
Meets Expectations	=	3.00 - 3.49
Did Not Meet Expectations	=	2.99 or below

## **SCHEDULE A**

### **INCENTIVE COMPENSATION – CALL CENTER ONLY**

A monthly bonus will be paid to employees based on performance. The bonus will be based on the previous month's earnings and for purposes of the bonus payout; the earnings are defined as base pay, overtime and premiums.

#### **Earnings Level**

	Does Not Meet	Fully Meets
Performance Appraisal	0%	10.5%
FCR	0%	2%

If the FCR goal is met but an employee does not fully meet their individual performance appraisal goal but meets in Quality, they will receive 2%.

#### **FCR (Goal 80%)**

The company conducts monthly surveys on FCR for all contacts that come in to the NE Contact center

#### **KPI / Target Levels**

On a bi-annual basis, the Company will select a minimum of 3 Key Performance Indicators (KPI). The Company reserves the right to add or delete KPI's on an annual basis. The KPI's will be announced to the union 30 days in advance. KPI's will be accompanied by all statistical data and reports used to determine the measurability of each KPI. When KPI's are established, a meeting with Union and the Company will be scheduled to meet and discuss.

The Company will determine the target level for each KPI by calculating a call center average, minus the top 10% performers. This calculation will be based on the previous 6 months of data. When targets are established, a meeting with the union and the Company will be held to meet and discuss.

The Performance measure shall be based upon Meets and Does Not Meet scale.

The Incentive Compensation will be paid out on a monthly basis.

Each employee will be eligible after completing their probationary period.

Employees who leave the Department and do not work the full month shall not be entitled to a bonus.

Insert KPIs from old contract and the section on Performance Appraisal Rating Metrics

The Company will agree to form a committee to discuss and identify which metrics will be used to measure the Commercial Accounts Representative position. Data will be compiled for 6 months. Until the KPIs are identified these representatives will be defaulted to Fully Meets on their individual performance metrics. The FCR goal will be applicable to this position.

### **Business Development Bonus**

The Business Development Bonus will apply when the Northboro Customer Contact Center is designated as the primary contact center for the assumption of additional call volume as a result of a merger or acquisition of other customer service business. A bonus will be paid to each employee related to the size of the assumption:

300,000 or less customers	\$ 500
Greater than 300,000 customers	\$1,000

The Business Development Bonus will not apply when calls are either routed or shared from any of National Grid's Customer Contact Centers to the Northboro Customer Contact Center.

## **SCHEDULE B - BENEFITS**

Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefit 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, 2013. 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 benefit, the selection of insurers (except for POS plans), trustees or administrators, funding, investment management and the process and procedures for benefit processing.

### **Section 1. Final Average Pay Pension Plan II**

Effective April 1, 2004, all employees eligible to participate in the Final Average Pay Pension Plan II in a manner similar to other members of Local 369. Years of service that occurred during the period of participation in the Enhanced 401K plan are used for vesting and eligibility purposes only. No benefit formula credit applies to those years.

Employees who had accrued vesting and benefit service, prior to participating in the Enhanced 401K plan, will be given credit for benefits under the Final Average Pay Pension Plan II for those years.

### **Section 2. Cash Balance Pension Plan**

Effective April 1, 2008, all new hire will be placed in the Cash Balance Pension Plan. Effective May 12, 2013 incumbents in the Contact Center and Accounts Processing in the Cash Balance Plan will be placed into the Defined Contribution Plan and all new hires thereafter will also be enrolled in the DC Plan. All of the years of service under the Cash Balance Plan will be used for vesting and benefit calculation purposes.

### **Section 3. Incentive Thrift Plan**

Effective April 1, 2004, the enhanced 401K plan is suspended as to future basic Company contributions and the matching formula. As such, as of that date, the basic company contribution of 1.5% of base pay ends and all employees are eligible for the following matching contribution:

100% of up to the first 2% of base pay, plus  
50% of up to the next 4% of base pay

Effective April 1, 2008, employees can elect to make their contribution on either base or all pay. 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 yearend match true-up will be implemented. The Company match will follow the employee's contribution, and all restrictions on current balances of National Grid ADR's will be eliminated.

#### **Section 4. Active Employee Health Care**

- a. Effective January 1, 2008, the Company contribution percentages for health insurance are:
- |                                      |     |
|--------------------------------------|-----|
| Preferred Provider Organization Plan | 80% |
| Point-Of-Service Plans               | 80% |
- b. In the event of a work stoppage, health care benefits will be available for purchase on the existing group rate schedule.
- c. 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.
- d. 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.
- e. 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.
- f. In advance of the 2009 health plan enrollment, National Grid USA agrees to solicit bids for medical and prescription drug coverage on behalf of all UWUA employees at National Grid USA. Any change in benefits, vendors or providers shall be by mutual agreement.

#### **Section 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, 2008, the Company contribution for dental is as follows:
- |                                      |     |
|--------------------------------------|-----|
| Preferred Provider Organization Plan | 80% |
| Point-Of-Service Plans               | 80% |
- b. Effective January 1, 2008, the annual maximum benefit is increased to \$2,000.
- c. Dental coverage terminates at retirement.

**Section 6. Basic Group Life Insurance**

The Company pays the full cost of this plan.

**Section 7. Optional Group Life Insurance**

The employee pays the full cost of this plan.

**Section 8. Retiree Health and Life Insurance**

- a. Effective August 1, 2003, upon retirement:
  - 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after April 1, 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.
- b. Those employees eligible for the VERO, as outlined in Attachment I. to the April 1, 2004, Memorandum of Agreement, will retain the current benefit design at any retirement date.

**Section 9. Broken Service**

- a. 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.
- b. Rules for the crediting of service after a break in service under the pension plan are contained in Section 4.07 Reemployment in the Final Average Pay Plan II.
- c. Effective 4/1/00 employees must make specific claim for this adjustment and must supply as much information as possible to the Company.



#### **Section 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% 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. Part-time employees are eligible for educational aid in the same proportion of the 90% full-time benefit as their scheduled hours. 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 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% 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.

#### **Section 11. Dependent Care Assistance Plan**

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

## **Section 12. Workers' Compensation Benefits**

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

## **Section 13. 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.

## **Section 14. 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 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 and one-half (1 1/2) week's of base pay up to a maximum of 40 weeks at the rate of pay at the time of release for each full year of continuous service.
- b. Severance pay benefits shall not apply to employees:
  1. Discharged for just cause
  2. Retiring from the Company (including early medical retirement)
  3. Leaving on leave of absence
  4. In the event of death
- c. Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.
- d. An employee shall not be required to accept severance pay. The employee shall have an option, effective up to ninety (90) days following the date she/he receives notice of termination from the Company, to accept or not to accept severance pay. In case the employee elects not to accept severance pay, she/he shall not lose her/his re-employment rights but shall retain all re-employment or other privileges that this agreement provides, if any.

## **Section 15. Moving Expenses**

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

**Section 16. Perfect Attendance**

Employees covered by this Agreement will be entitled to an award for each calendar year during which there are no absences, except those due to jury duty, vacations, bereavement and union leaves of absences. For one year of perfect attendance, the award will be (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 will be awarded and two hundred dollars (\$200).

## **SCHEDULE C**

### **JOB DESCRIPTIONS**

**POSITION TITLE:** *Commercial Account Representative*

**JOB PURPOSE:** Position is responsible for completing complex detailed transactions for, including but not limited to, commercial customers. Must be able to conduct extensive research, analysis and problem-solving necessary to ensure a quick and satisfactory response to customer issues and concerns. Provide prompt, accurate and professional response to internal customer requests and inquiries to ensure effective customer relations. Must be able to provide prompt, accurate and professional response to customer requests and inquiries to facilitate effective customer relations in accordance with appropriate training. This includes, but is not limited to Accounts Processing and Call Center follow-up and support.

#### **POSITION RESPONSIBILITIES:**

1. Handle emergency outage calls, as needed.
2. Record billing investigations / resolution in customer systems
3. Under general supervision must be able to successfully perform any Accounts Processing duties
4. Must be able to successfully perform all complex billing issues
5. Participate on various special projects as assigned.
6. Respond to all customer contacts gas and electric including investigations, complex meter situations, web inquiries, email and correspondence included but not limited to the commercial customer base
7. Sarbanes Oxley (SOX) Reporting and related compliance activities, Sic and Rate Code report and analysis associated with the report

**QUALIFICATIONS:** Knowledge of customer service techniques, strategies and approaches. The successful candidate must have excellent oral and written communication and interpersonal skills and be able to develop positive customer relations; anticipate, identify and respond to customer needs; and ensure customer loyalty. The ability to work independently to resolve customer concerns and problems and work successfully in teams with co-workers. Must pass the appropriate tests for this position. *Applicant must be able to pass the interview process; Interview will be conducted by a member of Management and a member of the Union*

Eligible bidders must have exceeded the quality metrics set forth by the company. Applicant must not be on any formal Positive Discipline and have an acceptable attendance record. Applicant must have and maintain an acceptable response rate to call outs for Emergency situations.

Upon awarded the position, a probationary period of 90 days will commence. During this probationary period the company shall have the right in its discretion to remove the employee from the position if (1) attendance issue arises and/or (2) they are not able to successfully perform job responsibilities.

The employee will also have the option, during the 90 day probationary period, to return to previous position. It is agreed that when an employee is promoted to a commercial account representative position and reverts to a prior classification your seniority status will revert as if they have never left.

**POSITION TITLE:** *Sr. Customer Service Representative – Call Center*

**JOB PURPOSE:** The purpose of this position is to provide prompt, accurate and professional response to customer requests and inquiries to facilitate effective customer relations in accordance with appropriate training. Position is responsible for completing detailed transactions and extensive research, analysis and problem-solving necessary to facilitate a timely and satisfactory response to customer issues and concerns.

Representatives will be provided with adequate training to allow them to perform the position's responsibilities.

**POSITION RESPONSIBILITIES:**

1. Respond to all customer contacts included but not limited to gas and electric including investigations, complex meter situations, web inquiries, email and correspondence.
2. Perform Accounts processing work as assigned in accordance with current practice.
3. Complete the appropriate orders to ensure a timely and satisfactory response to the customer.
4. Provide information on the products and programs offered by the Company and generate referrals to the appropriate department, if necessary.
5. Will be expected to respond to emergency call out and work extended and planned hours when company emergencies occur, unless excused by a prior approval by management.
6. Investigate and analyze customer problems and develop appropriate solutions to satisfy customer needs.
7. Perform related duties as assigned.

**QUALIFICATIONS:** Knowledge of customer service techniques, strategies and approaches. The successful candidate must have excellent oral and written communication and interpersonal skills. Ability to develop positive customer relations; anticipate, identify, respond to customer needs; and facilitate customer loyalty. Ability to work independently to resolve customer concerns and problems, in accordance with the job description and training. Ability to work successfully in teams with co-workers. The successful candidate must pass the Customer Contact Center test on record.

**POSITION TITLE:** *Team Lead Call Center*

**JOB PURPOSE:** Provide prompt, accurate and professional response to customer requests and inquiries to ensure effective customer relations. Position is responsible for completing the detailed transactions and extensive research, analysis and problem-solving necessary to ensure a quick and satisfactory response to customer issues and concerns.

**POSITION RESPONSIBILITIES:**

1. Resolve escalated supervisor calls and respond to the assist line and other emergency lines.
2. Assist Representatives with carrying out correct processes and procedures.
3. Notify the supervisor when made aware of a safety issue.
4. Report technical problems to the Help Desk and follow up with the Supervisor.
5. Report employee absences.
6. Assist with Training of work related processes and procedures.
7. Communicate outage information from Operations to the Representatives and Management staff and record outgoing IVR messaging for customers.
8. Assist the supervisor with various duties and/or emergency situations which may arise.
9. Perform all duties and responsibilities of the Sr. Customer Service Representative

**QUALIFICATIONS:** Knowledge of customer service techniques, strategies and approaches. The successful candidate must have excellent oral and written communication and interpersonal skills. Ability to develop positive customer relations; anticipate, identify and respond to customer needs; and ensure customer loyalty. Ability to work independently to resolve customer concerns and problems. Ability to work successfully in teams with co-workers and must pass the appropriate tests for this position. *Applicant must be able to pass the interview process; Interview will be conducted by a member of Management and a member of the Union*

Eligible bidders must be a Sr. Customer Service Representative and exceeded the quality metrics set forth by the company. Applicant must not be on any formal Positive Discipline and have an acceptable attendance record. Applicant must have and maintain an acceptable response rate to call outs for Emergency situations.

Upon awarded the position, a probationary period of 30 days will commence. During this probationary period the company shall have the right in its discretion to remove the employee from the position if (1) attendance issue arises and/or (2) they are not able to successfully perform job responsibilities.

The employee will also have the option, during the 30 day probationary period, to return to previous position. It is agreed that when an employee is promoted to a team lead position and reverts to a prior classification your seniority status will revert as if they have never left.

**POSITION TITLE:** *Customer Service Representatives – Accounts Processing*

**REPORTS TO:** Accounts Processing Supervisor

**JOB PURPOSE:** Position is responsible for completing complex detailed transactions and extensive research, analysis and problem-solving necessary to ensure a quick and satisfactory response to customer issues and concerns. Provide prompt, accurate and professional response to internal customer requests and inquiries to ensure effective customer relations.

Representatives will be provided with adequate training to allow them to perform the position's responsibilities.

**POSITION RESPONSIBILITIES:**

1. Research and accurately input and edit information in CSS.
2. Under general supervision must be able to successfully perform any Accounts Processing duties including but not limited to complex billing
3. Successfully complete the appropriate back office function to ensure a quick and satisfactory response to the customer.
4. Handle emergency outage calls, as needed.

**QUALIFICATIONS:** Knowledge of customer service techniques, strategies and approaches. The successful candidate must have excellent oral and written communication and interpersonal skills. Ability to develop positive customer relations; anticipate, identify and respond to customer needs; and ensure customer loyalty. Ability to work independently to resolve customer concerns and problems. Ability to work successfully in teams with co-workers. Must pass the appropriate tests for this position and have a record of favorable performance reviews and acceptable attendance.

**POSITION TITLE:** *Team Lead – Accounts Processing*

**JOB PURPOSE:** Position is responsible for completing complex detailed transactions and extensive research, analysis and problem-solving necessary to ensure a quick and satisfactory response to customer issues and concerns. Provide prompt, accurate and professional response to internal customer requests and inquiries to ensure effective customer relations. This includes, but is not limited to Accounts Processing follow-up and support.

**POSITION RESPONSIBILITIES:**

1. Assist Representatives with carrying out correct processes and procedures.
2. Notify the Coach when made aware of a safety issue.
3. Report technical problems to the Help Desk and follow up with the Supervisor.
4. Assist the Coach with various duties and/or emergency situations which may arise.
5. Assist with Training of work related processes and procedures.
6. Participate on various special projects as assigned.
7. Work Rate Assignments and Rate Comparison report, ensure timeliness of completion
8. Sarbanes Oxley (SOX) Reporting and related compliance activities, including but not limited to: Sales Tax Audit, Top 10 Report (Bill Verification), Billing Adjustments and State of RI Billing.
9. Perform all duties and responsibilities of the Accounts Processing Representative

**QUALIFICATIONS:** Knowledge of customer service techniques, strategies and approaches. The successful candidate must have excellent oral and written communication and interpersonal skills and be able to develop positive customer relations; anticipate, identify and respond to customer needs; and ensure customer loyalty. The ability to work independently to resolve customer concerns and problems and work successfully in teams with co-workers. Must pass the appropriate tests for this position. *Applicant must be able to pass the interview process; Interview will be conducted by a member of Management and a member of the Union*

Eligible bidders must have attained the level of Accounts Processing Representative and exceed Quality metrics set forth by the company. Applicant must not be on any formal Positive Discipline and have an acceptable attendance record. Applicant must have and maintain an acceptable response rate to call outs for Emergency situations.

Upon awarded the position, a probationary period of 30 days will commence. During this probationary period the company shall have the right in its discretion to remove the employee from the position if (1) attendance issue arise and/or (2) they are not able to successfully perform job responsibilities.

The employee will also have the option, during the 30 day probationary period, to return to previous position. It is agreed that when an employee is promoted to a team lead position and reverts to a prior classification your seniority status will revert as if they have never left.



## ATTACHMENT 1

### Voluntary Time Off

Voluntary Time Off is a voluntary program which affords an opportunity for agents to voluntarily leave for the day as a paid or unpaid status depending on the allotment of time the agent has available.

#### Pre Planning

- Work Force Management reforecast staffing and planned service levels 2 days in advance
- Vacation allotment is reviewed and more slots are granted if planned performance permits.
- Waitlisted employees will be asked first if their shift fall in-line within the excess agent capacity period.
- Agents will be asked by seniority after the waitlisted employees list is exhausted.

#### New Process

- Work Force Management will determine a set number of agents that will be allowed to take advantage of Voluntary Time Off in the Contact Center and Accounts Processing.
- Work Force Management and the Call Center observe that call volume is arriving below expectations or staffing is greater than planned; these scenarios create excess agent capacity
- Employees who are waitlisted will be contacted if eligible for Voluntary time off during the agreed upon periods (the agents schedule work time falls in line with the under time need). If there are slots remaining, a notification will be sent to all employees during the identified periods and time slots. These slots will be awarded by seniority.
- Maximum allotment of 24 hours per calendar year and must be taken in minimum of 1 hour increments. If voluntary time off is available and no one has requested it, a discussion will be held between union and management to waive the 24 hour maximum.
- The IEX schedule is updated for the agents who are selected (using either a vacation code or an "unpaid" code based on the agents choice)

## **ATTACHMENT 2**

### **2011 Vacation Accrual in the Accounts Processing and Call Center Departments**

The following agreement between National Grid and Utility Workers Union of America, AFL-CIO Local Union 369 constitutes a full and final settlement of any and all issues arising out of, and/or pertaining to grievance #2-24-11-3149 for the 2011 Vacation Accrual in the Accounts Processing and Call Center Department.

People that are on Sick No Pay, Family Leave No Pay, MA Small Necessity Act No Pay, Rhode Island Family Act No Pay or Unexcused Absence No Pay and that are out more than seven (7) days/ fifty six (56) hours in one calendar month will not accrue vacation time for the month.

For part time employees (20hr-30 hr.) on the same pay status as named above and that are out more than three and a half (3.5) days or twenty eight (28) hours in one calendar month will not accrue vacation time for that month.

This agreement will take affect retroactive to January 1, 2011 and will be used for the calculation of employees' 2012 vacation allotment and all future allotments.

For the 2011 vacation bank all employees that were impacted will have their 2011 vacation accrual adjusted to their full amount. Unless the employee was out for a full calendar month of a No Pay status so that month would not count towards the 2011 accrual.

The employees will be afforded the opportunity to request vacation time. If the employee selects a week or day off that is already at capacity, the company will look to see where the employee is based on their seniority number. If the employee would have been granted this time based on their seniority, the Company will open up the time for that employee. The Company will increase the allowable number of approved vacation request by 2 per day.

If the employee will be allowed to place their name on the wait list for a particular day and will be placed according to seniority on this list.

If these employees are unable to use all of their entitled vacation time in 2011, they will be able to carryover any unused vacation hours into 2012 and this time will need to be used by April 1, 2012.

This agreement only pertains to the employees covered by the Local 369 C.B.A. known as the "Purple" book.

All Parties agree that this is done on a non-precedent basis and this agreement cannot be cited in any arbitration or legal forum by either National Grid or UWUA Local 369, except as it pertains to this specific agreement.

### **ATTACHMENT 3**

#### **Training Committee**

The company and the union agree to create a Training Committee to collaborate in the review, development and improved delivery of the New England Contact Center training as well as training material content. This Committee will be comprised of management and union representatives from Local 369. The Committee will be in charged with making recommendations for the improvement to current training activities as well as the development of training for future process or procedural changes impacting the workforce. The Committee will meet as needed but no less than bi-monthly. Subject matter experts (SME'S) may be added to working sessions as needed. Responsibility for final approval and delivery of training shall remain shall remain with the Company.

## **ATTACHMENT 4**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
NATIONAL GRID  
AND**

**UWUA LOCAL 369 for the Northborough Call Center  
August 10, 2010**

**Providing Courtesy Posting Rights to the Northborough Call Center Local 369  
Members**

Subject to the provision of the principal agreement between the parties dated, April 1, 2008 to May 11, 2011 and without waiving or modifying the right of either party there to except as specifically provided herein, the Company and Local 369, UWUA, AFL-CIO understand the following;

Starting August 10, 2010 the Courtesy Posting Rights as described below will be granted to the Local 369 Northboro members covered under this agreement.

- After one (1) full year of permanent employment at the Northborough Contact Center and AP an employee will be eligible to bid on external local 369 positions and on courtesy posted positions in locations represented by UWUA/ BUW 310, 317, 322, 329, 330 and IBEW 326, 486 and 1465.
- The Company will determine applicant's fitness and ability in accordance with the following:
  - EEI or other specified testing
  - All qualification listed on the posting
  - "Fully Meets" or better on the last 4 out of 6 Key Performance Index Metrics
  - No Active formal PD Step
  - No Active Pay-For-Time Worked steps, second interview or above.
- Positions will be awarded to the most senior highest rated qualified candidate.
- Seniority will be based on Company Time.
- The Company agrees to offer the FAT and TECH test (or their replacements) once a year without the requirement of having postings on the board. The one (1) year full employment in Northborough requirement applies to the eligibility to take these tests.

## **ATTACHMENT 5**

### **National Grid Goals Payout**

Eligible Contact Center and Accounts Payable employees will receive an annual performance payout. This payout shall not exceed 3% and will be based on the percentage used for the Operations Corporate Grid Goals payout.

### **General Program Eligibility Rules**

If eligibility rules for participation in the Program are defined by the applicable labor agreement, then those rules will apply. Otherwise, the following participation rules will apply:

- Full and part time employees are eligible.
- New employees hired on or before March 1 are eligible.
- Must be a bargaining unit employee in a union that participates in the annual incentive program.
- Any employee who leaves the company prior to the end of the fiscal year, March 31, 2009 for any reason other than retirement is not eligible.
- Payout will be based on the line of business to which the employee belongs as of March 31, 2009.

## ATTACHMENT 6

MEMORANDUM OF AGREEMENT BETWEEN  
NATIONAL GRID  
AND  
UWUA LOCAL 369 for the Northborough Call Center  
January 30, 2015

### ADJUSTMENT TO CALL CENTER AND ACCOUNTS PROCESSING SCHEDULE OF WAGES

National Grid (the "Company") and Local 369, UWUA (the "Union") have reached the following Agreement regarding the schedule of wages for the Sr. Customer Service Rep and the Customer Service Rep positions for employees hired after January 30, 2015. Employees hired prior to January 30, 2015 will follow the Schedule of Wages as outlined in the Collective Bargaining Agreement which is to remain in effect from May 12, 2013 through May 11, 2017.

Call Center	Step	Effective 1/30/2015	Effective 5/12/2015	Effective 5/12/2016
Sr. Customer Service Rep	5	\$24.68	\$25.30	\$25.93
	4	\$20.34	\$20.85	\$21.37
	3	\$18.66	\$19.13	\$19.60
	2	\$16.96	\$17.38	\$17.82
	1	\$15.71	\$16.10	\$16.51

Accounts Processing	Step	Effective 1/30/2015	Effective 5/12/2015	Effective 5/12/2016
Customer Service Rep	5	\$20.19	\$20.69	\$21.21
	4	\$17.44	\$17.88	\$18.32
	3	\$16.30	\$16.71	\$17.13
	2	\$15.24	\$15.62	\$16.01
	1	\$14.51	\$14.87	\$15.24

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be executed by their respective officers hereunto duly authorized this 30<sup>th</sup> day of January 2015.

NATIONAL GRID USA SERVICE CO.

By Thomas J. Ryan III  
Director of Labor Relations

By Nancy Concerri  
Director of Contact Center

THE UTILITY WORKERS UNION OF  
AMERICA, AFL-CIO, LOCAL 369, FOR  
THEMSELVES AND THEIR MEMBERS  
WHO ARE EMPLOYEES OF NATIONAL  
GRID USA SERVICE COMPANY

By Daniel A. Donley  
President

By Paul Hump  
Executive Vice President

By C. A. Puley  
Secretary/Treasurer

By Edward F. Lyle  
Business Agent

By David Bushway  
Vice President

By Nicholas A. Brucato  
Chief Steward

By Tim Mullen  
Steward

By John DeLia  
National Representative

**MEMORANDUM OF AGREEMENT OF ITEMS AGREED TO  
DURING NEGOTIATIONS OF A NEW LABOR AGREEMENT BETWEEN  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 369N  
AND  
NATIONAL GRID – April 12, 2017**

**BY UNANIMOUS RECOMMENDATION OF THE NEGOTIATING COMMITTEE**

OK CAT 4-12-17  
OK HD 4-12-17  
OK MMB 4-12-17  
OK KM 4-12-17  
OK JG 4-12-17  
OK LL 4-12-17  
OK ERH 4/12/17  
OK PPS 4/12/17  
OK PSI 4/12/17  
OK NC 4/12/17

1) CONTRACT TERM

60 Months (May 12, 2017 to May 11, 2022)

2) WAGES

Term	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
General Increase	2.5%	2.5%	2.75%	3.0%	3.0%

3) 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 and the Nantucket 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.

*Benefit Books*

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



4) 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.

5) 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.

6) 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.

7) RETIREE HEALTH AND LIFE INSURANCE

Existing language.

8) PROBATIONARY PERIOD

The Probationary Period will be increased from nine (9) months to twelve (12) months from date of hire.

9) FILLING OF VACANCIES – COURTESY POSTINGS

Any employee who has active discipline will be ineligible to submit a bid on a Courtesy Posting.

10) FILLING OF VACANCIES – INTERNAL POSTINGS

The Company will transfer successful bidders on internal vacancies within forty-five (45) days unless operational needs preclude the transfer. Any successful bidder will be entitled to the pay rate of the new position beginning on the forty-six (46) day after award of the job.

11) FILLING OF VACANCIES – INTERNAL POSTINGS

Any employee is ineligible to bid on a posted vacancy until they have accrued a minimum of eighteen (18) months of their service in their current position.

12) HOURS OF WORK

The Company has the right to change shift schedules two (2) times in a calendar year upon a sixty day notice or such shorter time period as agreed by the Union. If existing schedules are changed more than twice in a calendar year, then employees will get one and one-half times their base wage rate during the first week of their new assignment.

13) BENEFITS

The Company's Appreciate Program will be adopted for the employees in the bargaining unit.

14) COMPENSATION

The Company's current KPI Program will be eliminated.

15) COMPENSATION – OVERTIME

The Three-Hour OT Minimum Rule shall not apply in any case where employees are assigned to work extended hours before or after their normal schedule.

16) COMPENSATION – MEAL PERIOD ALLOWANCE

The current Meal Allowance will be increased by \$.25 for each year of the Contract. The Company will not provide the Meal Allowance during periods when the cafeteria is being provided free of charge of the Company provides a suitable meal.

17) COMPENSATION – STATUTORY OVERTIME

Any employee on Pay-for-Time-Worked must work all scheduled straight-time hours in a work week in order to be eligible to receive contractual premium pay and/or overtime pay for any time worked in that workweek.

18) VACATIONS – ACCRUED BUT UNUSED VACATION

The Company will pay out all accrued but unused vacation to an employee who separates from the Company.

19) SICK PAY, DISABILITY AND MEDICAL LEAVE

*Create Sick Pay Entitlement for New Employees*

Employees who have completed 90 days of service and have worked more than 80 hours in the calendar year shall accrue one (1) hour of sick time for every thirty (30) hours worked up to 40 hours.

*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*

E. 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 any absence from work of four (4) hours or more or two (2) partial absences, including scheduled overtime.
2. A “partial absence” is defined as any absence from work of up to four (4) hours, including scheduled overtime work.
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).

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

1. First Step:

When the coach/supervisor first notes that an employee's record is beginning to deteriorate, the supervisor will speak with the employee to understand the circumstances and, if necessary, remind the employee of the importance of good attendance in a service center environment and of this pay-for-time-worked policy and procedure.

This step will take place after 2 non-protected absences in a rolling 12-month period. . The Employee will be issued a Verbal Warning. .

2. Second Step:

If the record continues to deteriorate, after careful analysis, a discussion will be held with the employee to understand the circumstances and remind the employee

of the importance of good attendance in a service center environment and of this pay-for-time-worked policy and procedure. The supervisor will send a letter to the employee summarizing the conclusions of the meeting, with a copy going to the Employee Services Department.

If the employee would like to see Medical Services, this should be arranged and their recommendation reviewed. The employee will be told that, absent extenuating circumstances, their absentee record must improve and that they will be put on pay-for-time-worked upon her/his next absence. A continuing bad record may mean the individual is not employable.

The second step will take place after 3 non-protected absences in a rolling 12-month period. The Employee will be subject to the imposition of a Written Warning.

3. Third Step:

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. The supervisor will send a letter to the employee summarizing the conclusions of the meeting, with a copy going to the Employee Services Department.

The third step will take place after 4 non-protected absences in a rolling 12-month period. The employee is subject to discipline, up to and including termination and will be placed in a Pay-for-Time-Worked status.

The Employee will also be subject to the Statutory Overtime Rule set forth in Article IX, B, Section 1.e.

4. Follow-Up:

The absentee record of an individual on a pay-for-time-worked basis will be reviewed monthly.

Failure to Improve:

If no substantial improvement is observed within one year, a discussion between the coach/manager will be held to determine what action, if any, should be taken, up to and including termination.

Improvement:

If the employee's absentee record improves to the point where it is no longer considered excessive, or dramatic action is taken by the employee to eliminate the absentee problem, then the coach/supervisor 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 coach/supervisor will restore sick pay benefits to the employee. When this is done, the coach/supervisor should

warn the employee that if their record again becomes poor, they 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 they again have 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 her/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.

5. Definition of Pay-For-Time-Worked

An individual on a pay-for-time-worked basis shall be paid under the following circumstances as determined by the appropriate Company policy or applicable state or federal law, vacation, holiday, death in family, jury leaves, military leave, occupational injury, and authorized absences.

General

This procedure does not cover instances where an employee is known to have falsely claimed an absence due to illness, nor does it cover a situation where an employee failed to properly notify the Company of their absence. The Union will be invited to all discussions that take place with an employee beyond the first step of the process.

The Company will provide the Union, on a bimonthly basis, with a report listing the employees who, at the time, are under the second and third steps of the process.

20) USE OF NON-BARGAINING UNIT PERSONNEL

See MOA.

21) STIPULATIONS – NOTIFY AND DISCUSS

Article XVIII, Section 3 of the current CBA will be amended and now read in the following manner:

ARTICLE XVIII – STIPULATIONS

Section 3. Notify and Discuss

The Company and the Union will continue to cooperate in the introduction of any new equipment, technologies, systems, operational policy or procedures which calls for significant changes to the current job specification or new job specifications. The Company will give the Union (60) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current job specifications and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the sixty (60) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues may be referred for resolution in accordance with Article XVI, Settlement of Disputes.

21) BENEFITS – LEAVES OF ABSENCE

Amend Article XII, Section 5 by providing that the FMLA Benefit will be twelve (12) weeks.

22) COMPENSATION – SHIFT DIFFERENTIAL

Employees shall receive, in addition to their regular rate, a premium of \$1.90. For each additional year of the contract, \$.05 will be added per hour for all hours of their regular shift worked between 5pm and 7am.

23) CONTACT CENTER – TRAINING

The Company will upgrade a Senior Customer Service Representative to assist in new hire training classes, attending HUB meetings and gathering information when additional training is needed, act as a mentor to customer service agents who may be struggling, can support the supervisor to assist in providing customer satisfaction and first-call resolution by insuring the representatives have training documentation needed to provide optimal customer experience. An hourly premium of two dollars and fifty cents (\$2.50) will be paid for this upgrade.

24) ATTENDANCE – PERFECT ATTENDANCE

Employees covered by this Agreement will be entitled to an award for each calendar year during which there are no absences, except those due to jury duty, vacations, bereavement and union leaves of absences. For each quarter of perfect attendance, an award of two (2) hours as a partial floating holiday will be awarded for a maximum of eight (8) hours of a Floating Holiday per Calendar Year. 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 will be awarded and two hundred dollars (\$200).

25) TRAINING

The Union will be permitted to attend New Hire Orientation for one (1) hour to meet with new employees.

26) DISCIPLINE

The Company will provide the Union copies of any disciplinary memoranda and other documents as soon as administratively practicable.

27) POSTING AND VACANCIES

The Company will permit two (2) union representatives to attend interviews for Team Lead positions and Commercial Account Representatives.

28) VACATIONS – PART-TIME

Part-time employees will accrue vacation based on hours worked.

29) SHIFTS

The Company agrees to meet with the Union to discuss adding shifts in the AMO area.

30) TRAINING COMMITTEE

The Training Committee provisions will be added to the main body of the CBA.

31) COMPENSATION

The AMO area will increase the training upgrade from \$1.50 to \$2.00 per hour performing this 33work.

LNG New England Union 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) (inc ded, co-insurance, medical and Rx copays)	\$6,350	\$1,900	\$2,200
OOPM (family) (inc ded, co-insurance, medical and Rx copays)	\$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%*
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 – End of Contract PPO	80% / 20%		

April 2017 final



LNG New England Union 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) (inc ded, co-insurance, medical and Rx copays)	\$500	\$1,900	\$1,900	
OOPM (family) (inc ded, co- insurance, medical and Rx copays)	\$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%*	
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 – End of contract POS	80% / 20%

April 2017 Final

LNG New England Union  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 (Single) *	\$1,500	\$1,550	\$1,600
Deductible (Employee +1 and Family) *	\$3,000	\$3,100	\$3,200
OOPM (Single)	\$3,200	\$2,700	\$3,200
OOPM (Employee+1 and 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%*
Outpatient Surgery *	90%	90%*	90%*
Pharmacy Programs	Utilization Programs	Utilization Programs Preventive Drug List	Utilization Programs Preventive Drug List
Pharmacy Retail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
Pharmacy Mail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
HSA Seed subject to healthy behaviors plan year 2020	None	\$750/\$1500	\$750/\$1500

Employer/Employee Contribution Percentage	
2017 CDHP	90% / 10%
2018 CDHP	90% / 10%
2019 CDHP	90% / 10%
2020 - End of Contract CDHP	90% / 10%

April 2017 Final

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #1.a.

SENIORITY

Amend Article IV, Section 1.b. of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Probationary employees are newly-hired permanent employees who shall be working on a trial basis for a period of twelve (12) ~~nine~~ months from the date of hire. The Company shall have the right to discipline and discharge probationary employees for any lawful reason. Article XV, Discipline and Discharge, shall not apply to probationary employees, nor shall the Company's discipline or discharge decisions regarding probationary employees be subject to the grievance and arbitration process set forth in Article XVI.

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #3.a.  
COMPANY PROPOSAL #3.b.

HOURS OF WORK

Amend Article VII of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Section 2.

- | a. ~~Two (2) One~~ times in a calendar year, existing work schedules may be changed by the Company upon 60 days calendar notice to the Union or such shorter time period as agreed to by the Union.
- | b. If existing work schedules are changed more than ~~two (2) times one~~ in a calendar year, employees whose schedules are changed will receive 1-1/2 times straight time for hours worked during the first week of the new assignment. The Company may adjust existing start or stop times by up to one hour upon 10 calendar days' notice to the Union without additional compensation. During the notice period, Customer Service Center representatives on the same shift, schedule, and classification may elect to fill the new schedule by written notification to the Resource Management Department within the first 7 calendar days of the 60 day notice or the first 24 hours of the 10 day notice. This does not extend the time of the notice. In the event the Company does not obtain the desired amount of employees willing to change hours, the junior employees within that shift shall be forced.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #2.a.

FILLING OF VACANCIES

Amend Article V of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

If there are no qualified applicants in the roster, before hiring from the street, the Company shall courtesy post the position at other Company or its affiliates' locations and award the position to the best-qualified applicant. Any employee who has active discipline is ineligible to be awarded a courtesy posting. If there are no qualified applicants from other locations, the Company may hire a new employee to fill the vacancy.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #2.b.

FILLING OF VACANCIES

Amend Article V, Section 3. of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

**Section 3.** The Company will award the position to the qualified applicant within one week after the posting period. Further, the Company will transfer employees to awarded positions within ~~forty-five (45)~~ thirty (30) days of the award unless operational needs preclude same. If operational needs preclude the employee's move within forty-five (45) days, the successful bidder will be granted seniority and be entitled to any increase in pay for the new effective on the forty-six (46) day following award of the new position.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #2.c.

FILLING OF VACANCIES

Amend Article V, Section 1 of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Section 1. When a vacancy occurs in a job classification, a notice will be posted electronically and in writing on employee bulletin boards for seven workdays. In addition to bulletin board postings, e-mail may also be used. This notice will contain the title of the position, the rate of pay, the hours and days of work, an outline of the duties and qualifications required, and the name of the person to whom application should be made. Applicants must apply in writing within the seven-day period in order to be considered.

An employee is ineligible to bid on a posted vacancy until they have accrued a minimum of eighteen (18) months of service with the Company in their current position.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

ver040817(1)

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #4.a.

BENEFITS

Amend the parties' current Collective Bargaining Agreement ("CBA") by adopting the Company's Appreciate Program.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL  
DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #4.c.

BENEFITS

Amend the parties' current Collective Bargaining Agreement ("CBA") by deleting that part of Schedule A providing for the Incentive Compensation Programs in the Account Maintenance and Operations ("AMO") and Contact Center areas.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL  
DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #4.d.

COMPENSATION

Amend Article IX, B., Section 1.e. of the parties' current Collective Bargaining Agreement ("CBA") by deleting the current text.

Section 1.

e. An employee shall be paid a minimum of three hours' total pay at the applicable rate for all call-ins during unscheduled hours. This minimum shall not apply in any case where employees are assigned to work extended hours ~~before or~~ after their normal schedule, or assigned to work one hour or less immediately prior to the beginning of their normal schedule. If an employee is scheduled in advance for overtime work, she/he will be paid the minimum if the overtime work is cancelled with less than 24 hours' notice. If the overtime is scheduled on the employee's regular workday, the minimum continues to apply unless the employee is notified of the cancellation prior to the end of the employee's normal work schedule.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #4.g.

COMPENSATION

Amend Article VIII, Section 2 and Section 3 of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Section 2. If an employee works beyond her/his regular shift by more than 1 hour, the employee shall be provided with a paid 20-minute meal period, and additional paid 20-minute meal periods every 4 hours thereafter. Each 20-minute meal period shall also include \$13 for a meal except during periods when the cafeteria is being provided free of charge or the Company provides a suitable meal.

Section 3. If an employee is called in to work overtime, she/he shall be provided with a paid 20-minute meal period for every 4 hours worked on overtime and shall be provided \$13 for each meal period except during periods when the cafeteria is being provided free of charge or the Company provides a suitable meal.

The \$13 Meal Allowance shall be increased by \$.25 for each year of the Contract.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

Ver040817(1)

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #4.h.

COMPENSATION

Amend Article IX, B., Section 1 of the parties' current Collective Bargaining Agreement ("CBA") by inserting the following text as Section 1.e.:

- e. Any employee in a Pay-for-Time-Worked status pursuant to Article XII, E of this Agreement must work all scheduled straight time hours in a workweek in order to be eligible to receive contractual premium pay and/or overtime pay for any time worked in that workweek. This provision does not affect an employee's statutory right to overtime pay after having accrued forty (40) hours worked in any given pay week or right to shift differential pay for hours worked, if applicable. For purposes of this provision, "straight time hours" includes vacation time, all Company approved absences, holidays, jury duty, military leave, and bereavement leave but will exclude sick time, short term disability, FMLA (whether or not such days are partial, intermittent or consecutive days off), leaves under the Massachusetts Earned Sick Leave Law, long-term disability, and workers' compensation.

The Company, in its sole discretion, and on a non-precedent basis, may consider time off for substantiated "serious illnesses" as "hours worked" for purposes of this provision.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

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2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #5.b.

VACATIONS

Amend Article XI, Section 6 by deleting Sections 6.c.1., 6.c.2. and 6.c.3 of the parties' current Collective Bargaining Agreement ("CBA") and inserting the following text as Section 6.c.2.:

Section 6.c.

- 1. Any employee leaving the employ of the Company will be paid out any accrued but unused vacation in accordance with applicable Massachusetts law.**
- 2. Any employee leaving during any Calendar Year is considered to have accrued vacation for each month of completed service for the first ten (10) months of that year.**

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

ver031617

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID SERVICE COMPANY  
  
AND  
  
UWUA 369N

COMPANY PROPOSAL #8.b.

Amend Article XVIII, Section 3 of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

ARTICLE XVIII – STIPULATIONS

Section 3. Notify and Discuss New Equipment, Technologies, Systems and Processes

The Company and the Union will continue to cooperate in the introduction of any new equipment, technologies, systems, operational policy or procedures which calls for significant changes to the current job specification or new job specifications. The Company will give the Union (60) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current proposed job specifications and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the sixty (60) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues may be referred for resolution in accordance with Article XVI, Settlement of Disputes.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY PROPOSAL #9

BENEFITS

Amend Article XII, A, Section 5 of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Section 5.

- a. The Federal Family Medical Leave Act (FMLA) is accepted by both parties. As such, all sickness absences beyond 3 consecutive 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.
- b. Employees will only be eligible for the benefit of twelve (12) weeks under the FMLA.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

Ver040617(1)

2017 CONTRACT NEGOTIATIONS  
NATIONAL GRID SERVICE COMPANY  
AND  
UWUA 369N  
COMPANY PROPOSAL # 10  
WAGES

Amend the Schedules of Wages in Schedule A and Adjustment to Call Center and Accounts Processing Schedule of Wages as represented in the attached Schedules of Wages. Adjust the newly established Schedules of Wages by the agreed upon General Wage Increase ("GWI").

**Contact Center**

Rules of Progression

- Step progressions are not automatic
- Progressions will be based upon meeting annual performance review criteria and meeting all qualifications
- Numbers of employees are only illustrative and there is no guaranteed staffing levels.

**Accounts and Maintenance Operations**

Rules of Progression

- Step progressions are not automatic
- Progressions will be based upon meeting annual performance review criteria and meeting all qualifications
- RS1 Associates will be eligible to bid on open RS2 postings upon completion of 1 year in RS1 position and successful passing of Proficiency Checklist

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

ver041217



**Schedule of wages**

**Call Center**

Map of new progression and elimination of steps 1 add \$1.50 (elimination of KPI bonus)

**Sr. Customer Service Rep**

2016		2017		2017	\$1.50
Current		New		New	steps 4,3
Old Rate	\$27.26	4a	27.26		28.76
5	\$25.93	4	22.93	4	24.43
Old Rate	\$22.47	3a	22.47		23.97
4	\$21.37	3	21.37	3	22.87
3	\$19.60	2	19.60	2	19.60
2	\$17.82	1	17.82	1	17.82
1	\$16.51				

Map of new progression add \$1.50(elimination of KPI bonus)

**Team Lead**

2016		2017		2017	\$1.50
Current		New		New	Step 2,1
2	\$30.20	2	\$30.20	2	31.70
1	\$29.17	1	\$27.20	1	28.70

Map of new progression add \$1.50 (elimination of KPI bonus)

**Commercial Account Representative**

2016		2017		2017	\$1.50
Current		New		New	Step 2,1
2	\$29.10	2	\$29.11	2	30.85
1	\$28.07	1	\$26.07	1	27.57

**Account Processing**

Map of new progression and KPI adjustment

**Revenue Service Associate**

2016		2017		2017	New
Current		Current		New	Step 2,1
		\$22.31		RS2	\$23.81
		\$19.26		RS2	\$20.76
		\$17.13		RS1	\$18.33
		\$16.01		RS1	\$17.21
		\$15.24		RS1	\$16.44

Map of new progression (elimination of KPI bonus)

**Revenue ServiceTeam Lead**

2016		2017		2017	
Current		Current		New	
		\$24.82	\$24.82	RS3	27.50
		\$23.86	\$23.86	RS3	\$26.02

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY COUNTER PROPOSAL TO  
UNION PROPOSAL #20.

SCHEDULE B - BENEFITS

**Section 16. Perfect Attendance**

Employees covered by this Agreement will be entitled to an award for each calendar year during which there are no absences, except those due to jury duty, vacations, bereavement and union leaves of absences. For each quarter of perfect attendance, an award of two (2) hours as a partial floating holiday will be awarded for a maximum of eight (8) hours of a Floating Holiday per Calendar Year . . . 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 will be awarded and two hundred dollars (\$200).

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL  
DURING THE COURSE OF THESE NEGOTIATIONS.

Ver041217(1)

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY

AND

UWUA 369N

COMPANY COUNTER PROPOSAL TO  
UNION PROPOSAL #17.

ARTICLE IX – COMPENSATION

Amend Article IX, C, Section 1 of the parties' current Collective Bargaining Agreement ("CBA") in the following manner:

Section 1.        Shift Differential

Employees shall receive, in addition to their regular rate, a premium of \$1.90. For each additional year of the contract, \$.05 will be added per hour for all hours of their regular shift worked between 5pm and 7am.

In Accounts Processing, the Company agrees to a minimum of twelve (12) additional shifts starting at 7:00AM and/or 7:30 AM.

THE COMPANY RESERVES THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY THIS PROPOSAL DURING THE COURSE OF THESE NEGOTIATIONS.

Ver040917

2017 CONTRACT NEGOTIATIONS

NATIONAL GRID SERVICE COMPANY  
AND  
UWUA 369N

MEMORANDUM OF AGREEMENT

AGREEMENT made as of this the 12<sup>th</sup> day of April, 2016 between NATIONAL GRID USA SERVICE COMPANY (the "Company") and LOCAL 369N, UTILITY WORKERS UNION OF AMERICA, A.F.L.-C.I.O. ("Local 369N" or the "Union").

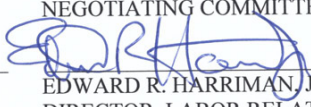
1. The Company agrees to utilize employees in the Accounts Maintenance and Operations ("AMO") to the fullest extent practicable before outside contractors or other non- bargaining unit personnel are utilized.
2. AMO may flex work if the Daily Volume is greater than 3,500 for a consecutive 3 day period or a special peak project is required for work that currently exists within the Northboro AMO Team the Company will offer Northboro AMO overtime up to three (3) days prior to using non-bargaining unit personnel.

Dated: April 12, 2017

LOCAL 369N, UTILITY WORKERS UNION  
OF AMERICA, A.F.L.-C.I.O.  
NEGOTIATING COMMITTEE

  
CRAIG PINKHAM  
PRESIDENT

NATIONAL GRID USA  
SERVICE COMPANY  
NEGOTIATING COMMITTEE

  
EDWARD R. HARRIMAN, JR., ESQ.  
DIRECTOR, LABOR RELATIONS

**Agreement**

between

**National Grid**

and the

**United Steelworkers,  
AFL-CIO-CLC**

for and on behalf of its

**Local Union No. 12003  
of the**

**United Steelworkers,  
AFL-CIO-CLC**

**March 5, 2012 – February 28, 2016**

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THIS AGREEMENT, dated March 5, 2012 between NATIONAL GRID, its Successors and/or Assigns (hereinafter called the "Company") and the UNITED STEELWORKERS, AFL-CIO-CLC, for and on behalf of its LOCAL Union NO. 12003, UNITED STEELWORKERS, AFL-CIO-CLC (hereinafter called the "Union").

## **WITNESSETH**

WHEREAS, the Union has established itself as sole bargaining agent for employees to whom agreements between the Union and the Company apply and the Union is recognized by the Company as the sole bargaining agent for those employees to whom this Agreement applies; and

WHEREAS, any dispute arising out of the interpretation of the provisions of this Agreement shall be a subject matter of arbitration unless mutually adjusted between the parties; and

WHEREAS, the parties hereto have reached an agreement as a result of collective bargaining for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the employees, the Company and the general public may benefit.

Now, therefore, the parties hereto contract and agree with each other as follows:

## **ARTICLE I**

### **Contract Coverage - Employee Definition - Cooperation**

#### **Section 1. Contract Coverage**

This Agreement shall apply to all employees of the Company, excluding executives, secretaries to executives and superintendents, confidential clerks, salesmen, professional employees and supervisors as defined in the Labor Management Relations Act, 1947. It is agreed that, for the purposes of the foregoing sentence, the employees to whom this Agreement shall apply are those who occupy the positions shown in the schedules of wages referred to in Article VI, Section 1, as now in effect, or hereafter amended. In the event a new position is established during the life of this Agreement and the Company and the Union are unable to agree as to whether or not such position should be included in these schedules, the matter shall be subject to the dispute procedure of Article XII, Section 3.

#### **Section 2. Definitions of Employee**

- a. *Permanent Employee*: A Permanent Employee is defined as an employee who is regularly scheduled for a normal workweek, is working in a permanent position, has served a probationary period of at least nine (9) months and has been approved by his department head for permanent employment.
- b. *Probationary Employee*: A Probationary Employee is defined as an employee who is regularly scheduled for a normal workweek and is working in a permanent position, but has not completed his probationary period.
- c. *Temporary Employee*: A Temporary Employee is defined as an employee who is regularly scheduled for a normal workweek, but who is working in a temporary position and will be dismissed under ordinary circumstances when the work is completed. The



Company will notify the Union of any case where a continuous period of temporary employment exceeds six (6) months.

**Section 3. Cooperation**

The Union agrees that its members will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to protect the property of the Company and the Company's interests and will assist in promoting the sale of the Company's products, and that they will cooperate with the Company and the employees of all departments in promoting and advancing the welfare of the Company and its service at all times.

The Company agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the Company employees.

**Section 4. Non-Discrimination**

Neither the Company nor the Union will discriminate against any individual on the basis of age, race, color, religion, sex, national origin, disability, marital status, sexual orientation, veteran status, citizenship status or any other reason prohibited by law.

Whenever used in this agreement, a masculine pronoun shall be deemed to include the masculine and feminine genders.

**ARTICLE II  
Union Recognition and Union Security**

**Section 1. Union Recognition**

The Company hereby recognizes the Union as the exclusive representative of all the employees to whom this Agreement applies for the purpose of bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

**Section 2. Union Shop**

- a. Effective upon (i) the thirtieth (30th) day following the execution date of this Agreement or (ii) completion of thirty (30) days of employment, whichever is later, and thereafter until the termination of this Agreement, membership in good standing in the Union shall be required as a condition of employment for all employees covered by this Agreement, including temporary employees hired directly by the Company.
- b. For the purposes of this Agreement, a Permanent Employee is defined in Article I, Section 2.
- c. For the purposes of this Agreement, membership in the Union in good standing as a condition of employment shall not be denied or terminated for any employee for any reason other than the failure of the employee to tender to the Union the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

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

The Company agrees to deduct from wages and to remit to UNITED STEELWORKERS, AFL-CIO-CLC, 5 Gateway Center, Pittsburgh, Pennsylvania the membership dues and initiation fees of each employee on whose account such deductions are to be made, pursuant to a written assignment on a form approved by the Company. Membership dues shall be as designated by the International Secretary-Treasurer and certified by the Union to the Company. Such form shall contain such provisions concerning irrevocability, duration, revocation and automatic renewal as the Union may request but only to the extent that such provisions comply with the applicable requirements of Section 302(c) of the Labor Management Relations Act, 1947, as now or hereafter amended, as said requirements may from time to time be interpreted by appropriate governmental authorities.

### **Section 4. Indemnification**

The Union shall indemnify the Company and hold it harmless against any judgments or other liabilities resulting from the payment to the Union of any sums deducted pursuant to Section 3 of this Article II in reliance on any dues certification tendered to the Company by the Union. In the event any action is commenced or claim is made against the Company to recover from the Company any sum deducted from wages of employees pursuant to said Section 3, the Union shall have the right to intervene and defend such action or claim, and upon written request of the Company the Union shall undertake such defense with counsel of its own choosing. The Company agrees to give the Union prompt notice in writing of any such action or claim.

### **Section 5. Lockout**

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

### **Section 6. Bulletin Boards**

The Company agrees that officers of the Union may use Company bulletin boards, erected for the posting of notices of the Company addressed to its employees, for notices addressed to the members of the Union. Approval must be obtained through the Industrial Relations Department for each posting desired. Bulletin boards will be maintained at each of the principal places of business of the Company at which large groups of the employees are required to report.

## **ARTICLE III Company Security**

### **Section 1. Right to Employ, Promote, Transfer or Discharge**

It is agreed that the Company has the right to employ, promote, demote, transfer or discharge employees for just cause. Without limiting the foregoing it is agreed that conduct detrimental to the public, a fellow employee or to the Company or violating the provisions of Article III, Section 2, shall be cause for discharge. If a Permanent Employee is discharged or demoted for any reason, such employee shall have the right to have his case reviewed, provided he requests such review within two (2) weeks, in accordance with Article XII, Section 3. Upon request the Company shall furnish such employee the reason for his discharge; if upon investigation such employee has been found to have been unjustly discharged or demoted, he shall be reinstated and shall be paid for any time he may have lost at his regular rate of pay.

The Company may discharge a Probationary or Temporary Employee at any time and such discharge shall not be subject to the provisions of Article XII, Section 3.

**Section 2. No Strike Provision**

The Union agrees that while this Agreement is in effect none of its members will cause directly or indirectly or participate in any strike, work stoppage, slowdown or interference with the performance of the Company's business. It is the mutual desire of the 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 condition and in the manner provided in this Agreement.

**ARTICLE IV  
Liability**

It is acknowledged that in accordance with Article III, Section 2 any strike, work stoppage, slowdown or interference with the performance of the Company's business, by employees of the Company, is a violation of this Agreement.

In the event of any such violation by employees of the Company, the Company agrees that there shall be no liability on the part of the Union or any of its officers or agents not causing or participating, directly or indirectly, in such violation, provided that the Union forthwith:

- a. Instructs its members who are causing or participating in such violation to cease such action immediately, and
- b. Instructs its members individually and collectively to comply with the provisions of Article I, Section 3 - Cooperation, and
- c. Makes every reasonable effort to have its members comply with the instructions covered in paragraphs a. and b. above, and
- d. Gives notice in writing, immediately to the Company and as soon as possible to its members, that such violation is unauthorized.

**ARTICLE V  
Compliance and Applicability with Laws**

**Section 1. Compliance with Laws**

The parties hereto shall comply with the provisions of all applicable laws and all lawful regulations, orders and directives issued thereunder relating to rates of pay, wages hours of employment and other conditions of employment during the term of this Agreement.

**Section 2. Applicability of Laws**

It is agreed that the provisions, if any, contained in this Agreement which are in conflict with the provisions of any Federal or State Labor Laws shall not be enforceable.

**ARTICLE VI  
General Wage Provision  
Hours and Wages**

**Section 1. Wage and Salary Rates**

Wage rates and classifications shall be as set forth on the Schedule of Wages dated March 5, 2012 signed by the respective parties hereto, copies of which are on file with the Company and the Union and which are hereby, by reference, made a part hereof.

Effective March 5, 2012, the Schedule of Wages shall be amended by increasing such rates by two and one-quarter percent (2.25%).

Effective March 4, 2013, the Schedule of Wages shall be amended by increasing such rates by two and one-half percent (2.50%).

Effective March 3, 2014, the Schedule of Wages shall be amended by increasing such rates by two and one-half percent (2.50%).

Effective March 2, 2015, the Schedule of Wages shall be amended by increasing such rates by two and one-half percent (2.50%).

**Section 2. Changes in Jobs and Adjustments in Rates**

During the life of this Agreement in the event a new bargaining unit job is established or substantial change is made in the duties of an existing bargaining unit job, the rate of the new or changed job shall be established by the Company with due regard for the content of the new or changed job and the rates paid for comparable work to other employees of the Company. Following mutual discussion between the Company and the Union, if the Union disagrees with the rate as determined by the Company, the question of what the new rate should be in accordance with the foregoing shall be subject to the grievance and arbitration procedure of Article XII, Section 3.

**Section 3. Special Wage Provisions**

- a. *Shift Differential:* Employees scheduled on the shifts starting between 12:01 p.m. and 9:59 p.m. will have added to their regular hourly rates a shift bonus of two dollars and twenty-five cents (\$2.25) per hour, effective March 5, 2012; two dollars and thirty cents (\$2.30) per hour, effective March 4, 2013; two dollars and thirty-five cents (\$2.35) per hour, effective March 3, 2014; two dollars and forty cents (\$2.40) per hour, effective March 2, 2015. Employees scheduled on the shifts starting between 10:00 p.m. and 5:59 a.m. will have added to their regular hourly rates a shift bonus of two dollars and twenty-five cents (\$2.25) per hour, effective March 5, 2012; two dollars and thirty cents (\$2.30) per hour, effective March 4, 2013; two dollars and thirty-five cents (\$2.35) per hour, effective March 3, 2014; two dollars and forty cents (\$2.40) per hour, effective March 2, 2015.
- b. *Sunday Premium:* A premium of thirty percent (30%) shall be paid for straight time worked on Sunday. An employee entitled to overtime compensation for Sunday work shall not be eligible for such premium, it being understood that the payment of such premiums is limited to straight time worked. Vacation pay will include Sunday Premium, if applicable.

**Section 4. Workweek**

The normal workweek for employees of the Company shall consist of forty (40) hours, being five (5) days of eight (8) hours each, except in those departments of the Company where service to the public requires the spreading of the forty (40) hours over six (6) days.

**Section 5. Work Schedule**

A stated hour for reporting for work and a stated schedule of working time shall be given each employee; and except in unusual cases, forty-eight (48) hours' notice of any change in schedule shall be given to him.

**Section 6. Overtime**

- a. An employee shall be credited with overtime for all work in excess of eight (8) consecutive hours (exclusive of scheduled mealtime) in any one day or in excess of forty (40) hours in any one (1) week.
- b. If an employee who has left the plant is recalled to work after he has completed a day's or a night's work, such work and reasonable traveling time shall be overtime. In no such case shall an employee be credited with less than six (6) hours' overtime, unless he is recalled before his regular time for reporting for work and works through his regular shift; in which event he shall be credited with overtime for the time worked prior to his regular starting time.
- c. Where work planned for a scheduled special assignment (apart from assignments making up an employee's normal workweek or call-in before the regular shift) cannot be performed because of unforeseeable conditions, an employee reporting for such work may be assigned other work, if available, but in no case shall he be credited with less than four (4) hours' overtime.
- d. Overtime work for employees shall be distributed equally among the eligible employees so far as it is possible.
- e. Overtime shall be figured and paid for at one and one-half (1 1/2) times the employee's regular rate. In computing overtime for "shift" employees, the regular rate shall be the rate paid on the "shift" on which the employee is scheduled at the time.
- f. No employee shall be credited or paid overtime twice for the same hours he works.
- g. Field Operations employees who are assigned to work on Electric Restoration due to a storm System Event will be paid time and one half for all hours worked on such restoration once assigned actual storm duties.

**Section 7. Rates for New Assignments**

Permanent Employees who are permanently assigned to higher rated positions shall receive the higher rate of pay upon assignment to the higher rated position. Employees temporarily assigned to a higher rated position for four (4) hours or more in a given day shall receive the higher rated pay for the full day. Employees temporarily assigned to a higher rated position for less than four (4) hours shall receive four (4) hours at the higher rate of pay. In cases where the above higher rated position has steps with varying rates of pay, the employee permanently or temporarily assigned shall receive the pay of the lowest rated step of the higher rated position which gives him an increase. If an employee is assigned to a higher rated job and such assignment is for a period of six (6) consecutive months, except when such assignment is required because of the absence of other employees in that classification, such

higher rated job shall be considered vacant and filled. Employees temporarily assigned to a lower rated position shall retain their regular rate of pay.

When an employee has been temporarily assigned to a higher rated job for a period of three (3) or more consecutive months in the twelve (12) months immediately prior to a promotion to that classification, that period of continuous upgrade will be credited for the purposes of a step increase when applicable.

Probationary employees who are permanently or temporarily assigned to a new classification will continue to be subject to the 75% provision of the Schedule of Wages.

#### **Section 8. Travel Time (Training)**

Local 12003 employees reporting to training at a National Grid Facility within Massachusetts or Rhode Island will be reimbursed with one hour of overtime for the day. Employee will be expected to utilize their personal vehicle and report to their respective training location on time and ready for duty. The compensation is intended to cover any and all expenses related to travel to and from the training location. Employees in the vehicle take home program who take their company vehicle to training will not be eligible for the hour of overtime.

#### **Section 9. Retrogression Pay Plan for Disabled Employees**

In the event an employee becomes unable to perform his normal duties because of a disability, the Company will make a reasonable effort to provide him with work which he is capable of performing.

#### **General Provisions**

- a. A Permanent employee provided with work under the above Plan shall retain his rate of pay at the time of the transfer.
- b. Employees covered under the above Plan will be required to accept promotions which they are qualified to fill, or will lose their wage protection, unless otherwise mutually agreed upon by the Company and the Union.
- c. An employee under the Plan shall hold the title of his new job classification with the word "Special" appended thereto.
- d. In the event of disagreement as to an employee's disability or his ability to physically perform the duties of his classification, his case shall be referred to a recognized specialist, as designated by the Company, in the field of medicine involved. The opinion of this specialist shall be final and binding on all parties, unless the Union disagrees. If the Union disagrees with the opinion of this specialist the case may be referred, if desired by the Union, to the Lahey Clinic, Pratt Diagnostic Clinic or an equivalent clinic at joint expense of the Company and the Union. The opinion of this clinic shall be final and binding on all parties.
- e. The Company will withhold the provisions of this Plan from any employees whose disability (including sickness) arose from work with another employer, or any future disability (including sickness) which arises from work with another employer.

- f. Employees affected under the Medical Retrogression section will have "one shot" to bid a vacancy within two (2) years from the date they are placed in their new position without losing their wage protection. These employees will also be required to progress unless the Company and the Union mutually agree.

**Section 10. Meal Allowance**

If an employee is required to work ten (10) or more consecutive hours, he shall receive in addition to overtime a meal which shall be furnished him by the Company; or if a meal is not so furnished he shall be paid the sum of twelve dollars (\$12.00) for such meal. If he continues working beyond the tenth hour, he shall receive an additional meal allowance for each additional five (5) hours of continuous overtime work thereafter. An employee who works more than eight (8) consecutive hours (exclusive of scheduled mealtime) in any one (1) day through courtesy to a fellow employee, shall not be entitled to overtime or to such meals nor any allowance therefore. It is mutually agreed that the foreman or person in charge of the employees covered hereunder shall carry out the provisions of this Section.

**Section 11. Rest Time**

In any twenty-four hour period, an employee who has worked more than sixteen (16) consecutive hours shall be entitled to eight (8) hours off, except in cases of actual or threatened interruption to service or emergencies.

If such eight (8) hours extend into the employee's normal work schedule, the employee will suffer no loss of pay.

Without exception, if an employee is required to work during his rest time, which falls within the employee's normal schedule, he shall be paid at one and one-half (1 1/2) times the employee's regular rate for those hours worked.

**ARTICLE VII  
Vacations**

**Section 1. One Week Vacation with Pay**

All employees of the Company who have been continuously employed by the Company for six (6) months or more, but less than one (1) year, on August first of any year shall be entitled to one (1) week vacation with pay, to be taken during that year as scheduled by the Company.

**Section 2. Two Weeks Vacation with Pay**

All employees of the Company who have been continuously employed by the Company for one (1) year or more, but less than five (5) years, on August first of any year shall be entitled to two (2) weeks vacation pay, to be taken during that year as scheduled by the Company.

**Section 3. Three, Four and Five Weeks Vacation with Pay**

All employees of the Company who have been or will have been continuously employed by the Company for five (5) years or more, but less than ten (10) years, in any calendar year shall be entitled during that calendar year to three (3) weeks vacation with pay. All employees who have been or will have been continuously employed by the Company for ten (10) years or more, but less than twenty (20) years, in any calendar year shall be entitled during that calendar year to four (4) weeks vacation with pay. All employees who have been or will have been continuously employed for twenty (20) years or more in any calendar year shall be entitled to five (5) weeks vacation with pay. When the number of weeks vacation for any employee is greater than two (2), two (2) weeks will be taken during the regular vacation period as scheduled by the Company and the remaining week or weeks to be assigned at the

discretion of the Department Head and may or may not be assigned during the regular vacation period.

**Section 4. Notice of Resignation**

A Permanent Employee of the Company who resigns during the vacation period shall not lose his vacation with pay provided that his written notice of resignation is received by his Superintendent fifteen (15) calendar days prior to his proposed date of termination of employment, and said termination date is prior to the date of the beginning of his vacation as scheduled by the Company.

**Section 5. Effect of Absences on Vacation**

An employee absent at any time during the twelve-month period preceding June first of any year on leave of absence granted by the Company as provided in Article X shall be entitled only to such vacation during said year as the Management of the Company shall determine.



**ARTICLE VIII**  
**Sicktime - Health Care - Dental Care**  
**Life Insurance - Pension**  
**Savings Plan – Funeral Leave**

**Section 1. Sicktime**

The Company agrees to continue the Boston Gas Company Union Employees' Sicktime Plan during the life of this Agreement.

If the Company is required to pay into the fund or in accordance with any law requiring sickness or non-occupational accident payments, the Union agrees to reopen this Section.

<b>Years of Service</b>	<b>Weeks at 100%</b>	<b>Weeks at 75%</b>	<b>Weeks at 50%</b>
<b>&lt; 2 Years</b>	<b>1</b>	<b>0</b>	<b>25</b>
<b>2</b>	<b>2</b>	<b>0</b>	<b>24</b>
<b>3</b>	<b>2</b>	<b>1</b>	<b>23</b>
<b>4</b>	<b>3</b>	<b>1</b>	<b>22</b>
<b>5</b>	<b>4</b>	<b>1</b>	<b>21</b>
<b>6</b>	<b>5</b>	<b>1</b>	<b>20</b>
<b>7</b>	<b>5</b>	<b>2</b>	<b>19</b>
<b>8</b>	<b>6</b>	<b>2</b>	<b>18</b>
<b>9</b>	<b>7</b>	<b>2</b>	<b>17</b>
<b>10</b>	<b>8</b>	<b>2</b>	<b>16</b>
<b>11</b>	<b>8</b>	<b>3</b>	<b>15</b>
<b>12</b>	<b>9</b>	<b>3</b>	<b>14</b>
<b>13</b>	<b>10</b>	<b>3</b>	<b>13</b>
<b>14</b>	<b>11</b>	<b>3</b>	<b>14</b>
<b>15</b>	<b>11</b>	<b>4</b>	<b>15</b>
<b>16</b>	<b>12</b>	<b>4</b>	<b>16</b>
<b>17</b>	<b>13</b>	<b>4</b>	<b>17</b>
<b>18</b>	<b>14</b>	<b>4</b>	<b>18</b>
<b>19</b>	<b>14</b>	<b>5</b>	<b>19</b>
<b>20</b>	<b>15</b>	<b>5</b>	<b>20</b>
<b>21</b>	<b>21</b>	<b>0</b>	<b>21</b>
<b>22</b>	<b>22</b>	<b>0</b>	<b>22</b>
<b>23</b>	<b>23</b>	<b>0</b>	<b>23</b>
<b>24</b>	<b>24</b>	<b>0</b>	<b>24</b>
<b>25</b>	<b>25</b>	<b>0</b>	<b>25</b>

Over 26 years of service – One (1) week at full pay for each year of service, maximum 35 weeks, and balance of 52 weeks at half pay. Maximum 35 weeks at full pay and 17 weeks at half pay.

Eligible employees receiving workers compensation benefits will receive two weeks of supplemental workers compensation make up pay for each year of service, up to a maximum of fifty-two (52) weeks.

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.

## **Section 2. Health Care**

The Company agrees to provide the following health care programs to active employees and to their eligible family members, same sex domestic partners, families of deceased employees, retirees and to their eligible family members and families of deceased retirees. Health Care Coverage is effective on the first of the month following thirty days of active employment. Dependents will be eligible for health care coverage, said coverage ceases at midnight on December 31 of the year in which age 26 attained. Coverage will be discontinued once a surviving spouse is covered by another employer paid group plan or five (5 ) years after a surviving spouse remarries. Effective July 1, 2002, an employee with the same sex domestic partner, meeting criteria established by the Company, will be eligible for medical and dental benefits and family and medical leave for this partner. It is the intent of the Company and the Union that these benefits would be the same as, but not greater than, would be provided to a married employee or the spouse of an employee.

### **BC/BS Massachusetts**

In Network	100% of covered services
\$20.00 co-payment for all specialty office visits (\$15.00 for primary office visits).	
Out of Network	80% of covered services
Deductibles	\$500/\$1,000
Max out of pocket	\$2,000/\$4,000

Employees enrolled in Blue Cross/Blue Shield Health Plan will contribute:

- 12.5% of the premium effective 1/1/13
- 15.0% of the premium effective 1/1/14
- 17.5% of the premium effective 1/1/15
- 20.0% of the premium effective 1/1/16

### **CareMark Prescription Drug Program:**

Effective May 1, 2002 CareMark Prescription Drug Program will be the primary provider of prescription drugs for active permanent employees. Mandatory mail order as of January 1, 2003.

### **CareMark Prescription Drug Program (continued):**

Retail (up to a 30 day supply) - 100% after Co-Payments of:

Generic - \$10 co-payment.

Formulary - \$25 co-payment.

Non-Formulary - \$40 co-payment.

**Mail Order (For maintenance drugs up to a 90 day supply) –**

**100% after Co-Payments of:**

Generic - \$20 co-payment.  
Formulary - \$50 co-payment.  
Non-Formulary - \$80 co-payment.

**HMO Options**

Employees may also choose Harvard Pilgrim Health Care or Fallon Community Health. Employee contributions for these plans will be based on the full difference between 90% of the BC/BS premium and the premiums for these plans. Minimum contribution levels equal to the BC/BS contribution will apply.

**Pre-65 Retiree Coverage**

**For employees hired before May 21, 1993:**

- Same programs as active employees
- Contributions frozen at retirement.

**For employees hired after May 21, 1993:**

- Individual: Same program as actives, including contributions, deductibles and maximum out of pocket.
- Family: Same program as actives. Contributions will be 50% of the cost of the coverage.

**Post-65 Retiree Medical**

For employees who retire prior to September 1, 1996, the Company will pay for retirees and their families the cost of Medicare "B" and the Supplemental Blue Cross-Blue Shield Plan - Medex III or certain HMO options that are specifically designed to integrate with Medicare and upon the death of the retiree, will continue the payment for the surviving spouse.

Employees who were hired prior to May 21, 1993 and retire on or after September 1, 1996 will have their benefits based on the following schedule:

Medicare Part B and Medex III or HMO Options	
Maximum Annual Company Contribution:	
Retiree	\$3,375
Spouse	\$3,375
Surviving Spouse	\$3,375

Employees who were age 57 and over as of May 21, 1993 are eligible for the maximum Company contribution. Otherwise, employees with 20 years of service will receive the maximum Company contribution and employees with less than 20 years service will receive a prorated amount based on years and months of service.

For employees hired after May 21, 1993, subject to existing caps in effect at the time of retirement, costs will be shared as follows:

Medex III or HMO Options	Company - 75%	Employee - 25%
Medicare Part B	Company - 50%	Employee - 50%

The Company reserves the right to provide equal benefits under another plan if it so desires.

### **Section 3. Dental Care**

For employees having one (1) or more years of service, the Company agrees to provide the Delta Dental DPO + USA Plan. Spousal equivalent Rider.  
Dependent coverage to age 19, unmarried full-time students covered to age 25 (25<sup>th</sup> birthday).

Orthodontia covered for dependents and full time students to age 19 based on Table of Allowance with a \$2,000 Lifetime Maximum.

The Dental Plan will have an annual maximum of \$2,000 per eligible person.  
Employees enrolled in the Delta Dental Plan will contribute:

- 12.5% of the premium effective 1/1/13
- 15.0% of the premium effective 1/1/14
- 17.5% of the premium effective 1/1/15
- 20.0% of the premium effective 1/1/16

The Company reserves the right to provide equal benefits under another plan if it so desires.

### **Section 4. Life Insurance**

The Company agrees to continue the Boston Gas Company Union Employees' Life Insurance Plan during the life of this Agreement. The basic benefit for active employees is equal to the greater of two (2) times your previous year's gross earnings or two (2) times your annual salary after the application of any general wage increase.

An Accidental Death and Dismemberment benefit is also provided. The basic benefit for active employees is equal to one times salary (\$75,000 maximum) for non-occupational and four times salary (\$300,000 maximum) for occupational.

The Retiree Life Insurance benefit for those who retire between the ages of 60 and 64 will be equal to one times salary, reducing to \$25,000 for those who retire at age 65 or older. Employees who retire before age 60 do not receive Retiree Life Insurance.

Employees will have the option to purchase dependent and supplemental life insurance coverage at group rates.

### **Section 5. Pension**

Keyspan Retirement Plan, Addendum M, Boston Gas Company Union Employees Pension Plan will provide a monthly benefit to eligible employees of \$70.00 per month per year of service.

If an employee is married at retirement then the Plan may provide a reduced monthly benefit during the employee's lifetime with one-half (1/2) of such reduced benefit continuing after the employee's death to the employee's spouse for his or her lifetime. The amount of this benefit is based upon the employee's age and the spouse's age at the employee's retirement date.

Married employees may choose several other forms of benefit but only if their spouse consents to their choice. The choices include:

- A. A reduced monthly benefit during the employee's lifetime with two-thirds of such reduced benefit continuing after the employee's death to the employee's spouse for his/her lifetime, and
- B. A reduced monthly benefit during the employee's lifetime with the entire reduced monthly benefit continuing after the employee's death to the employee's spouse for his/her lifetime, and
- C. An unreduced monthly benefit payable for your lifetime only; if member dies before sixty (60) monthly payments have been made, payment shall continue to the surviving spouse until the remainder of the sixty (60) monthly payments have been made.

#### **5 – Year Certain**

In the event the employee dies within five (5) years of their retirement anniversary date and they have elected a reduced pension option of one-half (1/2) or two-thirds (66 2/3rds) the spouse will continue to collect the same amount as the retiree was collecting for the remainder of the five (5) years. Upon completion of the five (5) years the spouse will begin to collect the reduced amount, either the one-half (1/2) or two-thirds (66 2/3rds) selection.

#### **Pop-Up Provision**

If the spouse dies the remainder of the benefit shall be paid to the retiree in the form of a single life annuity. Monthly payments will be determined as if the standard form of benefit were applicable.

Single employees may also elect a surviving beneficiary option which would provide a reduced benefit to a designated beneficiary upon their death. This option is subject to specific Plan provisions and IRS regulations.

#### **Social Security Allowance**

The Social Security Allowance benefit is a supplement to the monthly benefit as calculated under the Boston Gas Company Union Employees' Pension Plan.

For retirements from age 60 to 64 and for disability retirements, the Allowance is the estimate of your Social Security benefit as of your Social Security Normal Retirement Age and is payable from the Pension Plan through the month before you reach age 65.

For retirements from age 55 to 59, the Allowance is the estimate of your age 62 Social Security benefit and is payable from the Pension Plan through the month before you reach age 62.

Payment of the Allowance will also stop the month before the month for which you first receive Social Security benefits from the Government or the first of the month after your death.

It is the responsibility of the employee to provide the Company with their estimated Social Security benefit amounts through the Social Security Administration.

Nothing herein will be construed to alter, amend or in any way change the provisions of the Boston Gas Company Union Employees' Pension Plan. Complete benefit details are contained in the Plan Document.

**Section 6. 24 Month Provision**

Effective July 22, 2012 employees who have performed no work for the Company for two full years will be terminated.

**Section 7. 401(k) Savings Plan**

The Company will offer The KeySpan 401K Plan to all Permanent Employees with one year of service.

Participants may defer between 1% and 50% of their pre-tax pay via payroll deduction, subject to the plan's limitations on contributions.

The Company will provide a match of \$.25 on each \$1.00 the employee contributes to the Plan up to a maximum employee contribution of 6%.

**Section 8. 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.

**Section 9. Health Club Reimbursement**

All permanent employees will be eligible for an annual Health Club reimbursement of \$200.00 through the Health & Safety Department. A maximum of one reimbursement every twelve (12) months.

## **ARTICLE IX Holidays**

### **Section 1. Recognized Holidays**

The following days only shall be recognized as legal holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. If any of such holidays falls on Sunday, the following Monday shall be recognized as a holiday. If any of such holidays falls on Saturday, the preceding Friday shall be recognized as a holiday.

### **Section 2. Birthday or Floating Holiday**

In addition to the holidays recognized in Section 1, each employee shall be granted a personal birthday holiday or floating holiday which must be taken by year end. Employee selection of the day to be observed as a holiday must be made two weeks in advance and is subject to postponement by the Company on 48 hours' notice due to unusual workload considerations.

The Company will make every effort to grant the date requested consistent with workload considerations. Conflicts in employee selection will be settled upon the basis of classification seniority.

### **Section 3. Holiday Pay**

Except as provided in Sections 4 and 5, an employee shall receive a day's pay at straight time for any holiday recognized in Section 1 or Section 2 of this Article. Probationary and temporary employees as defined in Article 1, Section 2 are only eligible for Monday to Friday Holidays.

### **Section 4. Holidays During Vacation**

When a holiday recognized in Section 1 occurs during an employee's vacation, he will receive either Holiday Pay as provided in Section 3 or an extra day's vacation. If an employee requests an extra day's vacation for a holiday which occurs during his vacation period, the Company will make every effort to schedule said day as requested by the employee.

### **Section 5. Holiday During Sickness or Leave of Absence**

To receive Holiday Pay, an employee must have worked the scheduled day before and the scheduled day after the holiday unless the absence is due to sickness or an excused absence, provided, however, that an employee who (i) has been granted an excused absence, or (ii) is in a non-pay period, which excused absence or non-pay period, together with an included holiday, totals more than three (3) normally scheduled working days, shall not receive Holiday Pay.

### **Section 6. Work on Holidays**

In addition to Holiday Pay as provided in Section 3, an employee required to work on a holiday recognized in Section 1 or Section 2 will be paid at one and one-half (1 1/2) times his regular hourly rate for the first eight (8) hours and two (2) times his regular hourly rate for all hours worked on such holiday beyond eight (8).

**ARTICLE X**  
**Leaves of Absence for Employees to Serve Union as Officials**

The Company agrees to grant to Permanent Employees of the Company who are members of the Union such reasonable leaves of absence, without pay, for transacting business of the Union or any affiliated Union Organization in such numbers and for such lengths of time as the Company shall determine, but no such leave of absence for any employee shall be for more than six (6) months, and the total of such consecutive leaves of absence granted an employee shall not exceed two (2) years. Any member of the Union granted a written leave of absence and employed in any official capacity by the Union or any affiliated Union Organization shall be entitled to be reinstated in the position he held at the time of taking such official position, without loss of seniority, provided he is physically and otherwise qualified therefor and returns to the employ of the Company not later than the expiration date of his leave of absence.

**ARTICLE XI**  
**Promotions, Demotions, Transfers, Layoffs and Re-employment After Layoff**

**Section 1. Determination of Seniority**

*a. Definitions:*

*Company Seniority* is defined as the length of continuous service within the Company.

*Group Seniority* is defined as the length of continuous service in the seniority group to which the employee is then assigned. Group seniority shall not be impaired by consolidation of groups or divisions within the Company.

*Classification Seniority* is defined as the length of continuous service within the classification to which the employee is then assigned, except as modified by Article XI, Section 6.

*b. Effect of Absences:*

In determining length of service for the purpose of seniority, absence from the Company's service for not more than six (6) months shall be disregarded; absence for more than six (6) months but not more 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. An absence due to employee's resignation from the Company's service shall forfeit all seniority previously established. Notwithstanding the preceding provisions, Permanent Employees who are laid off for lack of work after the effective date of this Agreement through no fault of their own, have returned to the employ of the Company as Permanent Employees within two (2) years of the date of their layoff and have thereafter worked continuously for three (3) years, shall have adjusted seniority which will include all time worked as Permanent Employees prior to their layoff, not including any time not spent in the employ of the Company. In addition, if an employee is absent for any of the following reasons, his seniority shall be calculated as though he had been continuously employed by the Company:

1. Absence due to a leave of absence granted in writing by an officer of the Company.
2. Absence due to illness attested to by a physician's certificate.
3. Absence due to service in the Armed Forces in accordance with the Universal Military Training and Service Act.



4. Absence due to service as a Union official in accordance with Article X of this Agreement.

c. *Transfers:*

In the case of employees transferring from one division to another, their classification and group seniority in the division from which they have transferred will be continued for a period of three (3) months from the day of transfer, during which time they may elect to return to the Company, on the basis of qualifications, may elect to return them to, their former classification, group and division and former shift assignment. After three (3) months, their former classification and group seniority will be discontinued and their classification and group seniority in the division to which they have transferred will begin retroactive to the first day of such transfer. Similar rules will be applied in the case of employees transferring from one seniority group to another within the same division.

**Section 2. Qualifications**

Qualifications, as used in this Article, shall mean the ability, knowledge and skill of an employee to perform the duties required of the position to be filled in a workmanlike manner, to produce work of a standard quantity and quality and to assume all of the responsibilities required of the position. In connection with determining qualifications for promotion purposes, the Union recognizes the necessity for the Company to promote and have available employees capable of qualifying for higher positions when vacancies occur.

**Section 3. Promotions**

Promotion to a vacancy in a job other than a starting job will be made on the basis of the relative qualifications of the Permanent Employees in the next lower classification in the seniority group in which the vacancy exists. Classification seniority shall govern when qualifications are equal. Whenever the Company selects for promotion an employee other than the senior employee, it will notify the Union of its decision promptly, setting forth the name of the senior employee who has not been selected. The Company further agrees that it will notify all senior employees when a junior employee is selected for promotion.

**Section 4. Posting of Vacancies**

When a vacancy exists in a starting job, excepting jobs usually reserved for handicapped employees, a notice of the vacancy shall be posted on bulletin boards designated by the Joint Committee.

Such notice shall be posted for seven (7) calendar days, after which time applications will be closed. The same job classification shall not be posted again until all qualified applicants on the list of applicants are exhausted. However, no list of applicants will be retained for longer than 6 months.

Employees desiring to make application for the vacancy shall do so on a form supplied by the Company available in each division, and shall mail their applications to the Employee & Labor Relations Department. Applications to be considered must be postmarked not later than 12:01 a.m. on the day following the closing. Probationary Employees will be allowed one successful bid during their probationary period. Probationary employees awarded a job under the "one successful bid" provision must serve at least three (3) months of their probationary period in the new classification. The probationary period will be extended, when necessary, to fulfill the three (3) month requirement.

An employee who is unaware of a posted vacancy because he has been on vacation or sick leave may make application for such posted vacancy within a reasonable time after his return to work, provided however, that his application for such posted vacancy is received within four (4) weeks from the date the notice of vacancy is posted.

In the selection of the applicant to be placed in the job, Company seniority shall govern when qualifications are relatively equal.

Within a reasonable time after the closing, the Company will furnish the Union a list of applicants, the title of the job classification, and the name of the applicant selected, if any, and such applicant shall be placed in the job. Where no person within the Company is qualified to fill the vacancy, it is agreed that the position may be filled from outside the Company.

The successful applicant shall be moved into the job within forty-five (45) days of being awarded the job. If operational needs preclude the employee's move within this timeframe, the Company will notify the Union and hold a meeting to discuss, if requested. The employee will be granted seniority and be entitled to any increase in pay for the new job effective on the forty-sixth (46<sup>th</sup>) day following award of the new position. The makeup pay will be made as a lump sum payment following their entry into the new position. If the new position does not afford the employee an increase in pay, the employee will retain his existing rate of pay until the date he moves into the new job.

#### **Section 5. Promotion and Re-employment Review**

If a Permanent Employee has not been promoted or has been laid off and not re-employed, such employee shall have the right to have his case reviewed, provided he requests such review within four (4) weeks, in accordance with Article XII, Section 3. This shall not apply to promotions to positions outside the bargaining unit.

#### **Section 6. Force Reduction and Re-employment**

a. Force reductions affecting Permanent Employees shall be in accordance with the following procedure:

1. Permanent Employees will be removed from the classification to be reduced on the basis of their Company seniority. The senior employees may choose whether to be reduced and their order of reduction on the basis of their Company seniority. Any employee who chooses to be reduced shall not be covered by paragraph 4.
2. Employees removed from their classification under this procedure may elect, in lieu of layoff, to be transferred to the next lower ranking classification within their progression, or displace an employee with less Company seniority in any starting job, provided they have the required qualifications. Employees will be removed from the lower ranking classification on the basis of their Company seniority. Employees reduced from non-starting jobs who bump down will have the first option to be promoted back into the higher classification. Employees who are reduced involuntarily will return to their former classification with their classification seniority intact.
3. An employee removed from a starting job within his progression under this procedure may elect, in lieu of layoff, to displace an employee with less Company seniority in any starting job provided his qualifications are at least as equal to the qualifications of the employee he displaces.

4. An employee displaced under this procedure from any job will be offered one opportunity to return to his former classification and/or progression if a vacancy should occur within twenty-four (24) months from the employee's date of transfer. Employees will return to their former classification with their classification seniority intact.
  5. Employees electing to transfer to another progression in lieu of layoff shall begin seniority in the classification and progression to which they have transferred effective the first day of such transfer.
  6. Employees who have exhausted their rights under the above procedure, or who have no such rights, shall be subject to layoff. Layoffs will take place in order of Company seniority.
- b. No employee will be removed from his classification under the above procedure unless he can be replaced under this procedure by another employee with the required qualifications.
  - c. The Company will maintain a list showing the Company seniority of all Permanent Employees laid off through no fault of their own. Re-employment will be made from this list on the basis of Company seniority and qualifications. Company seniority shall govern where qualifications are equal.
  - d. An employee who is transferred to a lower rated job classification in accordance with this Section 6, shall retain his rate of pay at the time of transfer.
  - e. An employee covered under this Section 6 will be required to accept promotions which he is qualified to fill, or will lose his wage protection, unless otherwise mutually agreed upon by the Company and the Union.
  - f. Notice of layoff or demotion due to a reduction in forces shall be given to the Union and the affected employee(s) by the Employee & Labor Relations Department not less than two (2) weeks prior to the effective date of such layoff or demotion.

**Section 7. No Layoff**

All full time permanent and probationary employees as defined in Article 1, Section 2a and 2b hired prior to April 20, 2009 will not be laid off for lack of work during the term of this Agreement.

Effective March 5, 2012, employees who were hired prior to March 5, 2007, will not be laid off for lack of work. Effective March 4, 2013, employees who were hired prior to March 3, 2008 will not be laid off for lack of work. Effective March 3, 2014, employees who were hired prior to March 2, 2009 will not be laid off for lack of work. Effective March 2, 2015, employees who were hired prior to March 1, 2010 will not be laid off for lack of work.

## **ARTICLE XII**

### **Committee and Dispute Procedure**

#### **Section 1. Labor Relations Joint Committee**

- a. The Company shall appoint a committee of six (6) employees which shall be known as the Company Committee and shall be composed of executives or employees in a supervisory capacity who have been continuously in the employment of the Company for at least two (2) years preceding the date of any such appointment to the Company Committee. The Local Union shall select a committee of seven (7) employees which shall consist of the President and Vice President of the Local Union, four (4) members of the Labor Relations Committee and an Officer or Steward designated by the President, which shall be known as the Local Union Committee and shall be composed of members of the Local Union who have been continuously employed by the Company for at least two (2) years.
- b. The Company Committee and the Local Union Committee shall constitute a Joint Committee which shall meet monthly at such time as may be mutually agreed upon. It is agreed that representatives of United Steelworkers may attend these Joint Committee meetings.
- c. The Joint Committee shall discuss such problems as may be submitted to its meetings, which shall include general conditions of employment, suggestions for the improvement of relations between the Company and its employees, suggestions for improving the service of the Company, and such other matters as may be referred to them under the terms of this Agreement. If at a Joint Committee meeting, differences are to be discussed in Step 3 of the dispute procedure, the Joint Committee meeting will be especially convened as Step 3 of the dispute procedure.
- d. The Local Union Committee President, or his designee, and the Employee & Labor Relations Department Head, or his designee, shall review on the Friday prior to each Joint Committee meeting issues which are to be discussed at the Joint Committee meeting. This shall not preclude the discussion of other issues.

#### **Section 2. Scope of Authority of Company and Union Committees**

The Company and the Union jointly recognize the mutual benefits that accrue when, in the day-to-day administration of this Agreement and in discussions under the dispute procedure, each side is assured of the scope of the authority of the other side to negotiate and settle disputes and grievances.

##### **a. Authority of Company Committee**

The Company hereby certifies that its representatives on the Joint Committee, unless the Company advises the Union Committee to the contrary in advance, have authority to make a complete and final settlement of any matter, dispute or grievance properly before the Committee for action or decision.

##### **b. Authority of Union Committee**

With respect to any matter, dispute or grievance properly before the Joint Committee for action or decision, the Union Committee will, at the request of the Company Committee, state whether or not it has full authority to make a complete and final settlement. Such statement shall become a part of the records of the Joint Committee. Should the authority of the Union Committee so stated be subsequently

decreased or limited, the Union Committee will advise the Company Committee before engaging in further discussions of such matter, dispute or grievance.

**Section 3. Dispute Procedure**

Any grievance which may arise based on a dispute as to the meaning and application of this Agreement shall be finally settled in the following manner:

**Step 1** - The grievance shall be discussed by the aggrieved employee, his shop steward or his acting shop steward and his first-line supervisor not covered by this Agreement. If not settled in this step, the grievance shall be referred to Step 2.

**Step 2** - The grievance shall be discussed by the shop steward and a member of the Local Union Committee, on the one hand, and the above-described supervisor and the supervisor of the department, or their designees on the other. If not settled in this step, the grievance shall be referred to Step 3.

**Step 3** - The grievance shall be reduced to writing, signed by the aggrieved employee and forwarded by the Recording Secretary of the Local Union to the Employee and Labor Relations Department with a request that the matter be discussed at the next meeting of the Joint Committee. In the event no such meeting is to be held within two (2) weeks of the receipt of such request, the Employee and Labor Relations Department will arrange for the convening of such meeting at such time as can conveniently be arranged. If not settled in this step, the grievance shall be referred directly to Step 4.

**Step 4** - The grievance may be referred to arbitration upon written request by either the Company or the Union, delivered by the requesting party to the other within a reasonable time following the Joint Committee meeting in Step 3.

The arbitration shall be conducted by a three (3) member Board of Arbitration consisting of one (1) representative of the Company and one (1) representative of the Union and a third person, who shall serve as a Chairman, selected by such representatives. The Joint Committee shall, prior to the scheduling of any arbitration, agree upon a stipulation of the issue or issues to be arbitrated. If the Joint Committee is unable to agree upon a stipulation in the permitted time, the grievance (as reduced to writing at Step 3) shall be the stipulation. For the purpose of this section, permitted time means the time between the delivery of the written request (Step 4) to submit the dispute to arbitration and the second regular Joint Committee meeting next following. The Board's decision shall be restricted to deciding such issue or issues upon the basis of the applicable provisions of this Agreement. All decisions of the Board, if approved by at least two (2) of its members, shall be final and binding on all concerned.

If the Company and Union representatives on the Board do not agree on the selection of the Chairman within twenty-one (21) days after both have been appointed, the third representative shall be appointed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Company and the Union shall each bear the expense of its representative on the Board and shall share equally the compensation and expenses of the Chairman and other expenses, if any, relating to the arbitration (apart from the expense of either in presenting its case). Unless otherwise agreed, each grievance shall be separately processed in any arbitration proceedings under this section. There shall be no right to arbitration to obtain, and no Board of Arbitration shall have the authority to make, any award granting any change in, modification or alteration of, addition to or subtraction from, any of the terms of this Agreement.

## **ARTICLE XIII GENERAL**

### **Section 1. Safety**

There shall be a committee of four (4) Local Union employees who will meet with the so-called "Outside" safety group each month. The Union Committee and the Company's "Outside" safety group will cooperate to further the program of safety, health and sanitation. Complete minutes and disposition of recommendations will be given to each member of the above-named Committee.

### **Section 2. Changes**

It is the intention of the Company to make no substantial changes in working conditions which are in effect and are not covered by this Agreement. If any such changes are to be made, prompt and reasonable notice will be given to the Local Union President or his designee and the matter discussed at a meeting of the Joint Committee (Article XII, Section 1) prior to the Company's making the change unless unusual circumstances make such notice or discussion impractical.

### **Section 3. Bargaining Unit Work by Supervisors**

Under normal circumstances, supervisors shall do no substantial amount of work of the same nature as that performed by the employees under them. Any violation will be promptly corrected.

### **Section 4. Outside Contractors**

The Company agrees that the work ordinarily and customarily performed by its own employees will not be contracted out if such contracting would result in the direct layoff of its forces or in a reduction of their workweek below the normal workweek of the Company. The Company also agrees to continue its present policy of utilizing employees of the Company to the fullest extent practicable before outside contractors are hired.

The Field Operations Agreement dated April 8, 1999 supercedes the definition of "fullest extent practicable" as it applies to PCS and MSF crew employees.

The Company will utilize the services of a contractor for janitorial services. The Company will implement this on an attrition model as incumbent represented janitorial employees leave their positions, any necessary work will be performed by a contractor.

The Company will continue to utilize the services of a private contractor and a single incumbent 12003 employee for LNG Security until such time as the one incumbent leaves the position. At that time security will be assigned solely to a private contractor.

### **Section 5. Side Bar Agreements**

There are representations, agreements, inducements and warranties in addition to those set forth herein.

This Agreement supersedes all previous Labor Agreements between the parties.

**Section 6. Company Temps**

Company Temps are entitled to weekday holidays and vacation. Temporary employees that are hired on a permanent basis will receive seniority credit towards vacation and pension benefits.

**Section 7. Off-Hour Coverage**

Employees who are available for emergency calls as assigned by the Company during periods other than their regularly scheduled work day or work week shall be paid \$26.00 for scheduled work days and \$50.00 for days of relief and holidays.

**Section 8. GPS**

The Company will utilize GPS Technology in Company vehicles for purposes including, but not limited to, employee safety, emergency response, workforce utilization and planning. The Company agrees to meet and discuss implementation of the program prior to its implementation.

**ARTICLE XIV  
Funeral Leave**

In the event of the death of a member of the family of an employee, the Company will grant consecutive time off without loss of compensation for five (5) consecutive days for the employee's immediate family (spouse, domestic partner or child). For parents, sisters, brothers, parents-in-law, grandchildren and grandparents of the employee, three (3) days without loss of compensation will be given. For grandparents of spouse, aunts, uncles, brothers-in-law and sisters-in-law, 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.

**ARTICLE XV  
Duration of Agreement**

This Agreement shall be, and remain, in full force and in effect through February 27, 2016 and thereafter for successive one-year periods, unless one of the parties hereto on or before the sixtieth day next preceding March 9 of any year, shall notify the other party hereto in writing of its desire to modify or terminate the same.

In the case of consolidation, merger or sale of the Company with an affiliated or non-affiliated company, or sales of all or a substantial part of the properties between affiliated or non-affiliated companies, the provisions of this Agreement will continue to apply to the extent legally permissible, for the duration of the Agreement to the classification and employees covered by the terms of the Agreement.

IN WITNESS WHEREOF the parties hereto caused this Agreement to be signed and their seals to be hereto affixed by their duly authorized officers as of the day and year below written.

**NATIONAL GRID, INC.**  
*Company Negotiating Committee*

Kathleen Geraghty  
*Vice President, Employee and Labor Relations*

Thomas J. Ryan III  
*Director, Employee and Labor Relations*

John M. Hickey  
*Manager, Employee and Labor Relations*

Daniel F. McNamara  
*Director, Construct and Maintain*

Robert Preshong  
*Director Customer Metering Service*



**UNITED STEELWORKERS,  
AFL-CIO-CLC**

Leo W. Gerard  
*International President*

Stan Johnson  
*International Sec-Treas.*

Thomas Conway  
*Vice President, Administration*

Fred Redmond  
*Vice President, Human Affairs*

John E. Shinn  
*Director, District 4*

Stephen J. Finnigan  
*Sub-District Director*

Lowell Alexander  
*Staff Representative*

LOCAL Union NO. 12003,  
United Steelworkers  
AFL-CIO-CLC

Joseph Kyrlo  
*President*

Daniel O'Connell  
*Vice-President*

Marie McGinley  
*Recording Secretary*

Scott Anderson  
*Negotiating Committee*

William Aldridge  
*Negotiating Committee*

Phillip Powell  
*Negotiating Committee*

Daniel Fowkes  
*Negotiating Committee*

**RATIFIED July 22, 2012**

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**Job Classification & Wage Rates  
General Information**

**POLICY FOR EMPLOYEES HIRED AT OTHER THAN STARTING RATE**

Employee's record will be reviewed just prior to the end of the six months' probationary period to determine that the employee's progress and qualifications are satisfactory to make the employee eligible for a step increase.

**JOB POSTING**

Probationary employees transferred to a new classification as a result of a job posting under the one successful bid provision of Article XI, Section 4 will go to 75% of the lowest step in the new classification and when made permanent, will receive 100% of the lowest step in the classification. Probationary employees will spend at least three (3) months of their probationary period in the new classification. The probationary period will be extended, when necessary, to fulfill the three (3) month requirement.

Permanent employees transferred to the new classification as a result of a job posting will go to the next to the lowest step in the new classification.

**ANNIVERSARY DATES**

Anniversary dates will be changed to the date of transfer:

1. When a clerical employee transfers to a clerical classification,
2. When a clerical employee transfers to a physical classification,
3. When a physical employee transfers to another physical classification
4. When a physical employee transfers to a clerical classification.

**Job Classification & Wage Rates  
Clerical Classification Information**

**GENERAL**

1. All inexperienced clerical employees will be hired at 75% of the lowest step in the classification. Employees in these entry level steps will have "polling" rights within the progression. The first year in these classifications will be considered as training and no higher rate of pay will be paid during the first year, should the employee be temporarily assigned to a higher rated job. After the first year in these classifications, the employee will be eligible to receive a step increase when temporarily assigned to a higher rated classification.
2. All step increases within the classifications are based on length of service, satisfactory progress and qualifications. Each employee's record will be reviewed prior to the time when a step increase is due to determine if the employee's progress and qualifications are satisfactory to merit such step increase.
3. The first step increase in the case of an employee who was hired at 75% of the lowest step in the classification will be applicable to an eligible employee when the employee is made permanent. This step increase will be to 100% of the lowest step in the classification.
4. The second step increase will be applicable twelve months from the employee's hiring date and this date will establish the employee's anniversary date.
5. The next step increase within the employee's classification will be applicable twelve months from the anniversary date and each subsequent step increase within the employee's classification will be applicable annually thereafter on the anniversary date until the employee has reached the top of the classification.
6. The 75% provision of the Schedule of Wages will not be applicable to Probationary employees in the Clerk Stenographer classification. These employees will be hired at 100% of the bottom step. The first step increase will be applicable to an eligible employee when the employee is made permanent. The second step increase will be applicable twelve months from the employee's hiring date and this date will establish the employee's anniversary date. Probationary employees who move out of the Clerk Stenographer classification will be subject to the 75% provision of the Schedule of Wages.
7. Permanent employees in a clerical progression, who are promoted or temporarily assigned to a higher classification, will enter at the lowest step which provides them with an increase. However, anytime this increase is less than ten dollars (\$10.00) per week, the employee will enter at the next higher step. Employees promoted to the top step of any classification will be excluded from this provision.
8. An employee awarded a vacancy in a lateral classification as a result of a job posting will enter at the next lower step. Example: an employee at the "A" step will transfer in at the "B" step; an employee at the "B" step will transfer in at the "C" step.

**RATES FOR NEW ASSIGNMENTS (TRANSFERS)**

In accordance with Article VI, Section 7, Union Agreement

Number of employees in each job classification shall be based on Company needs.

**Job Classification & Wage Rates  
Physical Classification Information**

**STEP INCREASES**

Each employee's record will be reviewed just prior to the time when a step increase would be applicable to the employee to determine that the employee's progress and qualifications are satisfactory to make the employee eligible for such step increase.

The first step increase in the case of an employee who was hired at 75% of the lowest step in the classification will be applicable to an eligible employee when the employee is made permanent. This step will be to 100% of the lowest step in the classification. For such employee, the second step increase will be applicable twelve months from the employee's hiring date (and this date will establish the employee's anniversary date); and the next step increase within the employee's classification will be applicable twelve months from the anniversary date; and each subsequent step increase within the employee's classification will be applicable annually thereafter on the anniversary date until the employee has reached the top of the employee's classification.

**RATES FOR NEW ASSIGNMENTS (TRANSFERS)**

In accordance with Article VI, Section 7, Union Agreement.

Number of employees in each job classification shall be based on Company needs.



**Job Classification & Wage Rates  
Other Physical Classification Information**

**STEP INCREASES**

Each employee's record will be reviewed just prior to the time when a step increase would be applicable to the employee to determine that the employee's progress and qualifications are satisfactory to make the employee eligible for such step increase.

The first step increase in the case of an employee who was hired at 75% of the lowest step in the classification will be applicable to an eligible employee when the employee is made permanent. This step will be to 100% of the lowest step in the classification. For such employee, the second step increase will be applicable twelve months from the employee's hiring date (and this date will establish the employee's anniversary date); and the next step increase within the employee's classification will be applicable six months from the anniversary date; and each subsequent step increase within the employee's classification will be applicable semi-annually thereafter until the employee has reached the top of the employee's classification.

**RATES FOR NEW ASSIGNMENTS (TRANSFERS)**

In accordance with Article VI, Section 7, Union Agreement.

Number of employees in each job classification shall be based on Company needs.

Auxiliary Operations					
Title	Job Code	4	3	2	1
Auxiliary Ops A	8496	\$37,675	\$35,925	\$35,361	\$30,519
Auxiliary Ops B	8497	\$28,862	\$26,661	\$24,455	Mar-2013
Pipe Handler	8495	\$22,023	\$19,270	\$16,516	
Leader Welder	8433	\$41,193			
High Stress Welder	8402	\$39,969			
Welder Apprentice	8487	\$29,398	\$27,403	\$26,850	
Auxiliary Ops A	8496	\$38,617	\$36,823	\$36,245	\$31,281
Auxiliary Ops B	8497	\$29,583	\$27,327	\$25,067	
Pipe Handler	8495	\$22,574	\$19,752	\$16,930	
Leader Welder	8433	\$42,223			
High Stress Welder	8402	\$40,968			
Welder Apprentice	8487	\$30,133	\$28,088	\$27,521	
Auxiliary Ops A	8496	\$39,582	\$37,744	\$37,151	\$32,064
Auxiliary Ops B	8497	\$30,323	\$28,010	\$25,694	
Pipe Handler	8495	\$23,138	\$20,246	\$17,353	
Leader Welder	8433	\$43,279			
High Stress Welder	8402	\$41,992			
Welder Apprentice	8487	\$30,886	\$28,790	\$28,209	
<b>Rules of Progression</b>					
Field Trainer is not a progression position within Auxiliary Operations but is managed within the					
Auxiliary Operations schedule for wages					
Internal candidates posting for entrance into the department will be required to pass qualification					
tests as determined by the Company					
Company will determine the number of employees within each classification					
Automatic progression from Auxiliary Ops B to Auxiliary Ops A					
Employees entering the Auxiliary Ops B classification will be required to obtain their CDL B within					
six (6) months of entering the classification					
Step Progressions are on an annual basis					
Pipehandlers assigned to Auxiliary Operations will be eligible for night and weekend shifts upon					
completion of basic safety training					

Clerical						
Title	Job Code	5	4	3	2	1 Year
Office Technician	TBD	\$28,046	\$25,499	\$24,284	\$23,131	\$22,030
General Clerk	TBD	\$20,028	\$18,205	\$17,335	\$16,507	\$15,721
Mar-2013						
Office Technician	TBD	\$28,747	\$26,137	\$24,891	\$23,709	\$22,581
General Clerk	TBD	\$20,529	\$18,660	\$17,768	\$16,920	\$16,114
Mar-2014						
Office Technician	TBD	\$29,466	\$26,790	\$25,513	\$24,302	\$23,146
General Clerk	TBD	\$21,042	\$19,126	\$18,213	\$17,343	\$16,517
Mar-2015						
<b>Employees in the Clerk Payroll Distribution, Operations Clerk Regional, Operations Clerk, Clerk Service Dispatch, Clerk Accounting Control, and Customer Representative (Clerical) as of March 5, 2012 will continue to receive General Wage Increases</b>						

Construct and Maintain						Title	Job Code	5	4	3	2	1
Mar-2013	C&M Working Leader	TBD	\$42,672									
	Field Trainer	8494	\$41,098									
	Crew Leader	8297	\$41,019									
	Technician A	8381	\$39,971									
	Technician B	8382	\$37,573	\$35,110								
	Technician C	8383	\$32,342	\$29,397	\$27,403	\$26,851	\$24,105					
	Pipehandler	8495	\$22,023	\$19,270	\$16,516							
Mar-2014	C&M Working Leader	TBD	\$43,739									
	Field Trainer	8494	\$42,125									
	Crew Leader	8297	\$42,045									
	Technician A	8381	\$40,970									
	Technician B	8382	\$38,512	\$35,988								
	Technician C	8383	\$33,151	\$30,132	\$28,088	\$27,523	\$24,708					
	Pipehandler	8495	\$22,574	\$19,752	\$16,930							
Mar-2015	C&M Working Leader	TBD	\$44,832									
	Field Trainer	8494	\$43,178									
	Crew Leader	8297	\$43,096									
	Technician A	8381	\$41,994									
	Technician B	8382	\$39,475	\$36,888								
	Technician C	8383	\$33,979	\$30,885	\$28,790	\$28,211	\$25,326					
	Pipehandler	8495	\$23,138	\$20,246	\$17,353							
<p><b>Rules of Progression:</b></p> <p>Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company</p> <p>Company will determine the number of employees within each classification</p> <p>Automatic progression to the top step in C Technician</p> <p>Step Progressions will be on an annual basis</p> <p>Employees will be hired into the Pipe Handler classification at 100% of the bottom wage rate</p> <p>Employees entering the Pipe Handler classification will be fully qualified members of the crew once they have completed 2 weeks of basic training. Pipe Handlers will not be eligible for night or weekend shifts until they reach 12 months in the classification</p> <p>Pay rate is \$1 per hour greater than the Crew Leader</p> <p>QA/QC Assessor</p> <p>8304 rate above</p>												

Contact Center	Job Code	7	6	5	4	3	2	1
Team Lead		\$40,508						3/2013
Sr. Customer Service Rep	8464	\$40,508	\$36,589	\$34,308				
Customer Service Rep	8360	\$36,590	\$33,017	\$29,649	\$26,953	\$24,258	\$21,387	
Customer Service Associate	8299	\$25,916	\$24,056	\$22,196	\$20,350	\$18,491	\$16,106	\$14,770
Team Lead		\$41,520						3/2014
Sr. Customer Service Rep	8464	\$41,520	\$37,504	\$35,166				
Customer Service Rep	8360	\$37,505	\$33,843	\$30,390	\$27,627	\$24,865	\$21,921	
Customer Service Associate	8299	\$26,564	\$24,657	\$22,751	\$20,859	\$18,953	\$16,509	\$15,139
Team Lead		\$42,558						3/2015
Sr. Customer Service Rep	8464	\$42,558	\$38,441	\$36,045				
Customer Service Rep	8360	\$38,442	\$34,689	\$31,150	\$28,318	\$25,487	\$22,469	
Customer Service Associate	8299	\$27,228	\$25,273	\$23,320	\$21,380	\$19,427	\$16,922	\$15,517

Customer Metering Services									
TITLE	Job Code	6	5	4	3	2	1		
Working Leader	8409	\$39,916	\$39,685	\$39,453	\$39,223	\$38,980			
Meter Service Technician A	8468	\$38,739	\$37,678	\$36,623	\$35,578	\$34,520			
Meter Service Technician B	8482	\$34,278	\$32,913	\$31,515	\$30,117	\$28,717			Mar-2013
Meter Service Technician C	8301	\$27,318	\$25,909	\$24,511	\$23,113	\$21,714	\$20,316		
Meter Service Representative	8466	\$22,023	\$19,270	\$16,517					
Working Leader	8409	\$40,914	\$40,677	\$40,439	\$40,204	\$39,955			
Meter Service Technician A	8468	\$39,707	\$38,612	\$37,539	\$36,467	\$35,383			
Meter Service Technician B	8482	\$35,135	\$33,736	\$32,303	\$30,870	\$29,435			Mar-2014
Meter Service Technician C	8301	\$28,001	\$26,557	\$25,124	\$23,691	\$22,257	\$20,824		
Meter Service Representative	8466	\$22,574	\$19,752	\$16,930					
Working Leader	8409	\$41,937	\$41,694	\$41,450	\$41,209	\$40,954			
Meter Service Technician A	8468	\$40,700	\$39,577	\$38,477	\$37,379	\$36,268			
Meter Service Technician B	8482	\$36,013	\$34,579	\$33,111	\$31,642	\$30,171			Mar-2015
Meter Service Technician C	8301	\$28,701	\$27,221	\$25,752	\$24,283	\$22,813	\$21,345		
Meter Service Representative	8466	\$23,138	\$20,246	\$17,353					

Step Progressions will be on an annual basis  
There is no forced progression from one classification to another  
Progression into higher classification as determined by the Company (automatic progression from top step of MST C to B after 1 year  
Employees will be hired into the Meter Service Representative position at 100% of the wage rate.  
Internal candidates posting for entrance into the department will be required to pass qualifications testing as determined by the Company. The Company will discuss the process and engage the Local 12003 Committee in the development of the entrance testing with the understanding that the final decision on testing requirements will be at the sole discretion of the Company.

Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company  
Company will determine the number of employees within each classification  
No automatic progression between classifications  
Step progressions will be on an annual basis

**Rules of Progression**

Damage Prevention						
Title	Job Code	4	3	2	1	
Ops & Construction Inspector A	8499	\$39,819	\$38,659			Mar-2013
Ops & Construction Inspector B	8390	\$37,572	\$33,171			
Ops & Construction Inspector C	TBD	\$32,342	\$29,525	\$26,850	\$23,581	
Ops & Construction Inspector A	8499	\$40,815	\$39,625			Mar-2014
Ops & Construction Inspector B	8390	\$38,511	\$34,000			
Ops & Construction Inspector C	TBD	\$33,151	\$30,263	\$27,522	\$24,171	
Ops & Construction Inspector A	8499	\$41,835	\$40,616			Mar-2015
Ops & Construction Inspector B	8390	\$39,474	\$34,850			
Ops & Construction Inspector C	TBD	\$33,979	\$31,020	\$28,210	\$24,775	

Dispatch										
Title	Job Code	8	7	6	5	4	3	2	1	
Dispatcher I	TBD	\$33,860	\$32,310	\$30,760	\$29,210	\$27,660	\$26,100	\$24,550	\$23,000	
Dispatch Assistant	8363	\$20,961	\$19,913	\$18,865	\$17,817	\$16,769				Mar-2013
Dispatcher I	TBD	\$36,375	\$34,709	\$33,044	\$31,379	\$29,703	\$28,038	\$26,373	\$24,708	Mar-2014
Dispatch Assistant	8363	\$21,485	\$20,411	\$19,337	\$18,262	\$17,188				
Dispatcher I	TBD	\$37,284	\$35,577	\$33,870	\$32,164	\$30,446	\$28,739	\$27,033	\$25,326	Mar-2015
Dispatch Assistant	8363	\$22,022	\$20,921	\$19,820	\$18,719	\$17,618				
<b>Rules of Progression</b>										
No automatic progression from Dispatch Assistant to Dispatcher I										
Annual step increases										
Entrants into the Dispatcher I or Dispatch Assistant position must successfully complete aptitude test and required training										
<b>Pay Scale for Incumbent Dispatchers as of March 5, 2012 and up to 4 Local 12003 retrogressions prior to March 2016</b>										
Title	Job Code	Step 3	Step 2	Step 1	2012	2013	2014	2015		
Dispatcher	8364	\$41,899	\$39,221	\$37,934						
Dispatcher	8364	\$42,954	\$40,246	\$38,959						
Dispatcher	8364	\$44,028	\$41,252	\$39,933						
Dispatcher	8364	\$45,129	\$42,283	\$40,931						



81388352	Cik Transportation	1	\$30.522	\$28.673	\$26.681	23.509
81388352	Cik Transportation	2	\$31.285	\$29.390	\$27.348	\$24.097
81388352	Cik Transportation	3	\$32.067	\$30.125	\$28.032	\$24.699
81388352	Cik Transportation	4				

Leader-Mechanic	81388423	\$40.89				
Mechanic-Auto	81388439	\$38.80	\$36.43	\$35.45		
Mechanic-Auto-Apprentice	81388440	\$34.10	\$33.25			
Garage Attendant	81388392	\$32.28	\$30.89	\$28.79	\$28.21	Mar-2015

Leader-Mechanic	81388423	\$39.897				
Mechanic-Auto	81388439	\$37.855	\$35.542	\$34.582		
Mechanic-Auto-Apprentice	81388440	\$33.267	\$32.442			
Garage Attendant	81388392	\$31.492	\$30.133	\$28.089	\$27.523	Mar-2014

Leader-Mechanic	81388423	\$38.924				
Mechanic-Auto	81388439	\$36.932	\$34.675	\$33.738		
Mechanic-Auto-Apprentice	81388440	\$32.455	\$31.650			
Garage Attendant	81388392	\$30.724	\$29.398	\$27.404	\$26.851	Mar-2013

Fleet						
Title	Job Code	4	3	2	1	

Gas System Engineering					4	3	2	1
81388356	Corrosion Technician		\$36,240	\$34,519	\$33,549	Mar-2013		
81388356	Corrosion Technician		\$37,146	\$35,382	\$34,388	Mar-2014		
81388356	Corrosion Technician			\$38,075	\$36,267	Mar-2015		
81388397	Helper Laboratory	\$30.15	\$28.44	\$26.74	\$26.20	Mar-2013		
81388397	Helper Laboratory	\$30.90	\$29.15	\$27.40	\$26.85	Mar-2014		
81388397	Helper Laboratory	\$31.67	\$29.88	\$28.09	\$27.52	Mar-2015		

Instrumentation & Regulation					Job Code		5	4	3
Mar-2013	Control Technician Electrician	8373	\$42,016	\$40,170	\$38,326				
	Control Technician A	8420	\$40,665						
	Control Technician B	8412	\$38,834	\$36,770	\$35,107				
	Control Technician C	8396	\$35,107	\$33,431					
Mar-2014	Control Technician Electrician	8373	\$43,066	\$41,174	\$39,284				
	Control Technician A	8420	\$41,681						
	Control Technician B	8412	\$39,805	\$37,689	\$35,985				
	Control Technician C	8396	\$35,985	\$34,267					
Mar-2015	Control Technician Electrician	8373	\$44,143	\$42,204	\$40,266				
	Control Technician A	8420	\$42,723						
	Control Technician B	8412	\$40,800	\$38,632	\$36,884				
	Control Technician C	8396	\$36,884	\$35,124					

[illegible]

Maps & Records				
Job Title	Job Code	3	2	1
Lead Maps & Records Technician				
Mar-2013		\$36,900		
	8298	\$35,875	\$31,775	\$29,725
	8476	\$35,875	\$25,625	\$23,575
	8377	\$28,700	\$20,500	\$16,913
Maps & Records Technician II				
Mar-2014		\$29,418		
	8377	\$29,418	\$26,266	\$24,164
	8476	\$36,772	\$32,569	\$30,468
	8298	\$37,823		
Maps & Records Technician III				
Mar-2015		\$23,114		
	8436	\$23,114	\$21,013	\$17,335
	8377	\$30,153	\$26,922	\$24,768
	8436	\$23,692	\$21,538	\$17,769
Lead Maps & Records Technician				
Mar-2013		\$38,768		
	8298	\$37,691	\$33,384	\$31,230
	8476	\$37,691	\$33,384	\$31,230
	8377	\$30,153	\$26,922	\$24,768
Maps & Records Technician II				
Mar-2014		\$30,153		
	8377	\$30,153	\$26,922	\$24,768
	8436	\$23,692	\$21,538	\$17,769
	8298	\$38,768		
Maps & Records Technician III				
Mar-2015		\$42,725		
	8374	\$43,793	\$39,211	\$40,191
	8374	\$44,888		
	8374	\$44,888		
Engineering Aide Construction				
Employees in the Maps and Records Department at the time of execution of the contract will continue to receive applicable General Wage Increases during the life of the contract				

Meter Operations				
Job Code	Job Title	3	2	1
81388443	Meter Processor A	\$36.987	\$34.785	\$32.483
81388443	Meter Processor A	\$37.912	\$35.655	\$33.295
81388443	Meter Processor A	\$38.860	\$36.546	\$34.127
81388444	Meter Processor B	\$35.687	\$33.419	\$31.658
81388444	Meter Processor B	\$36.579	\$34.254	\$32.449
81388444	Meter Processor B	\$37.493	\$35.110	\$33.260
81388445	Meter Processor C	\$31.833	\$30.512	\$28.497
81388445	Meter Processor C	\$32.629	\$31.275	\$29.209
81388445	Meter Processor C	\$33.445	\$32.057	\$29.939
81388437	Measurement Technician	\$39.531	\$36.987	\$34.785
81388437	Measurement Technician	\$40.519	\$37.912	\$35.655
81388437	Measurement Technician	\$41.532	\$38.860	\$36.546
81388399	Meter Helper	\$29.398	\$27.403	\$26.850
81388399	Meter Helper	\$30.133	\$28.088	\$27.521
81388399	Meter Helper	\$30.886	\$28.790	\$28.209

Outlying Stations					Title	
Job Code	5	4	3	2	1	
Leader	81388427	\$38,199	\$36,553			
Operator - Pumping	81388453	\$34,723	\$33,796	\$32,796	\$31,849	
Helper - Pumping Operator	81388400	\$30,902	\$29,946	\$29,017	\$27,404	81388400 Mar-2013
Leader	81388427	39,154	37,467			
Operator - Pumping	81388453	35,591	34,641	33,616	32,645	
Helper - Pumping Operator	81388400	31,675	30,695	29,742	28,089	81388400 Mar-2014
Leader	81388427	\$40,133	\$38,404			
Operator - Pumping	81388453	\$36,481	\$35,507	\$34,456	\$33,461	
Helper - Pumping Operator	81388400	\$32,467	\$31,462	\$30,486	\$28,791	81388400 Mar-2015

Stores						
Title	Job Code	4	3	2	1	
Chief Stores General	81388317	\$40,599	\$39,388	\$38,198		Mar-2013
Leader-Stores	81388432	\$36,151	\$33,628	\$31,649		
Stockhandler	81388479	\$32,772	\$30,534	\$28,583	\$26,850	
Chief Stores General	81388317	\$41,614	\$40,373	\$39,153		Mar-2014
Leader-Stores	81388432	\$37,055	\$34,469	\$32,440		
Stockhandler	81388479	\$33,591	\$31,297	\$29,298	\$27,521	
Chief Stores General	81388317	\$42,654	\$41,382	\$40,132		Mar-2015
Leader-Stores	81388432	\$37,981	\$35,330	\$33,251		
Stockhandler	81388479	\$34,431	\$32,080	\$30,030	\$28,209	



Attachment I

Scholarship Program

Side Letter

USW, Local 12003  
& National Grid

This correspondence will serve to memorialize the understanding between USW, Local 12003 and National Grid relative to the Company's commitment to reimburse the Union up to \$6,250 per year for a scholarship program.

The Union agrees that in order to receive reimbursement from the Company for any awarded scholarship under this program, the following must occur:

Any announcement relative to the award of monies under this program must be a joint announcement with National Grid and the Company must receive equal acknowledgement for its participation;

The Union will present any announcement to the Company before publication and allow the company to edit any such announcement;

The Union must present to the Company the names and addresses of any scholarship recipients;

The Union will be required to present the Company with cancelled checks or other proof of payment. Said proof must be received by March 1 of the year following any expenditure under this program.

The Union recognizes that its failure to satisfy these requirements may result in forfeiture of the Company's contribution to this program.

Attachment II

Side Letter

USW, Local 12003  
& National Grid

TRAINING COMMITTEE

The Company and the Union agree to create a Field Operations Training Review Committee to collaborate in the review, development and improved delivery of NE Gas Field Operations training as well as training material content. This Committee will be comprised of management and union representatives from Local 12003 as well as other local unions performing similar work. The Committee will serve in an advisory capacity to the Learning Advisory Board (LAB) and be co-chaired by Learning & Development and a designated bargaining unit co-chair. The Committee will be charged with making recommendations for improvement to current training activities as well as the development of training for future process or procedural changes impacting the workforce. The Committee will meet as needed but no less than bi-monthly. Subject matter experts (SME's) may be added to working sessions as needed. Responsibility for final approval and delivery of training shall remain with the Company.

**ATTACHMENT III**

**LOCAL 12003  
CUSTOMER METERING SERVICES AGREEMENT**

**UPDATED July 18, 2012**

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

<u>Current CMS</u>		<u>New CMS</u>
<u>Customer Transactions</u>	<u>Process Field Requests</u>	
Lead Meter Reading Office	Inspector / Fitting Inspector	Working Leader
	Senior Technician / Filter A, B and Filter Apprentice	Meter Service Technician A
Credit Representative A, B and Field Representative	Technician	Meter Service Technician B
	Apprentice Technician	Meter Service Technician C
Credit Representative C Senior Meter Reader/AMR, Special Meter Reader Meter Reader	Leak Survey Technician	Meter Service Representative

1.1 All current National Grid CMS employees within Local 12003 on the property as of April 20, 2009 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.

2. Customer Metering Services Department – Schedule of Wages:

Title	6	5	4	3	2	1
Working Leader	38.09	37.87	37.65	37.42	37.20	
Meter Service Technician "A"	36.96	35.95	34.95	33.94	32.94	
Meter Service Technician "B"	32.71	31.40	30.07	28.73	27.40	
Meter Service Technician "C"	26.06	24.73	23.39	22.05	20.72	19.38
Meter Service Representative	21.01	18.39	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 (However, automatic progression from top step of Meter Service Technician "C" to "B" after 1-year).
- Employees will be hired into the Meter Service Representative position at 100% of the wage rate.
- Internal candidates posting for entrance into the department will be required to pass qualifications testing as determined by the Company. The Company will discuss the process and engage the L12003 Committee in the development of the entrance testing with the understanding that the final decision on testing requirements will be at the sole discretion of the Company.

ATTACHMENT III

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

Meter Service Representative

- All meter reading (Pedestrian, AMR, soft off & on)
- Physical offs / Remove Meter
- ERT changes
- Field Collections
- Leak Survey and leak surveillance (including leak classification)
- Wires down standby
- Assist on two-person assignments as needed

Meter Service Technician C

- Emergency Response (i.e. Gas leaks, CO, No Gas)
- Leak investigation
- Clear Visible Gate Boxes
- Turn On & Off
- Set Meters / Change Meters
- Inspect Regulator
- Residential and Commercial Fitting work up to & including meter size 1000 & associated regulator work
- Customer High Bill Investigation
- Clear gas service freeze ups & blockages
- *Storm restoration (Cut & Clear)*
- Perform all duties of lower classification

Meter Service Technician B

- Perform all duties of lower classifications

Meter Service Technician A

- Investigate higher level metering conditions (i.e. Irregular or complex metering, Revenue Protection, crossed meters, shared metering and theft of service)
- Residential and Commercial Fitting work above meter size 1000 and associated regulator work
- Perform all duties of lower classifications

Working Leader

- Monitor & prioritize workload and staffing, tools & equipment in coordination with Dispatch & Schedule Department.
- Perform general office work
- QA's & safety checks
- Provide feedback and coaching to all employees
- Conduct employee meetings
- 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

- 3.1. The current seventeen (17) personnel within the Meter Reading classifications will be moved to the title of Meter Service Representative and will be grandfathered into the existing Meter Reading duties. They will have the option of advancing to higher classifications within the new career path. Employees that elect to advance would be required to perform the duties of the new classification to which they enter.

**ATTACHMENT III**

- 3.2. The current twenty-one (21) personnel that perform Collection work within the Credit Representative A, B and Field Representative classifications will be moved to the title of Meter Service Technician B and will be grandfathered into their existing Collection duties.
  - 3.3. The current four (4) personnel within the Credit Representative C classification will be moved to the title of Meter Service Representative and will be grandfathered into the existing Collection helper duties. They will have the option of advancing to higher classifications within the new career path. Employees that elect to advance would be required to perform the duties of the new classification to which they enter.
  - 3.4. The Company will poll annually for CMS two person truck and shift assignments. The number of employees required by location, assignment and shift will be determined by the Company.
    - a.) Annual polling for two-person truck assignments will only be for the primary position on the truck. The existing thirty-one (31) Fitters would have the first option to be polled into the "primary" two-person assignments.
  - 3.5. Qualified CMS personnel who sign for a posting will be rotated into the assignment as dictated by workload.
4. Customer Metering Services – Guidelines:
- 4.1. All work can be performed by one person with the following exceptions:
    - a.) Two-person will be work on piping 2" and above in diameter – non-prefabricated.
    - b.) When disconnecting live piping.
    - c.) Periodic meter changes AL 1400 and above.
    - d.) Reconnects on piping 2" and above in diameter; where inverted cock cannot be used or multiple meter fits.

Should a situation arise where an assist is required on one person work, the employee must call the appropriate Supervisor or Dispatch and Scheduling.

When assistance is requested, a second person of any classification may be assigned.
  - 4.2. Fitting work can be done by Maintenance or Construction crews.
  - 4.3. If a Maintenance or Construction crew is unable to complete an assigned task the work will be referred back to the Dispatch & Schedule Department.
  - 4.4. Up to two CMS employees can be assigned to a Tuesday to Friday schedule (10 hr day, four day work week) to perform collections work.
  - 4.5. The union will set aside the agreement for collections consolidation relative to locals 318 and 350. Upon the retirement of Joseph Sironi and Constance Cooper these positions will not be absorbed by 12003.
  - 4.6. The Company will supplement the L12003 Collections performed within the Malden (L12012-04) and Beverly (L318) territories with technicians from Local 12012-04 and L318 respectively without restriction.

**ATTACHMENT III**

**5. Leak Survey and Inside Service Inspections**

- 5.1. There continues to be no exclusivity to the use of contractors to perform leak surveys. Contractors and Company employees will both perform this work. The use of contractors will not trigger any overtime requirement.
- 5.2. The Company agrees to maintain five (5) CMS employees to perform leak survey work within the 12003 area.
- 5.3. The following leak survey duties may be assigned at the discretion of the Company; Mobil Survey, Walking Survey, Transmission Line Survey, Winter Patrol Survey, Public Buildings Survey, Business District Survey, Grade 2 and 3 rechecks. CMS classifications that currently perform leak survey duties such as Public Buildings Survey and Grade 2 and 3 rechecks will continue to perform this work. This work will be mapped to the Meter Service Representative classification (Or any higher classification as determined by the Company).
- 5.4. Contractor personnel will complete the required inside and outside inspections of services for accounts with meter sets located inside and outside of a premise.

**6. The Company and Union agree to implement a voluntary vehicle take home program (See attached).**

7. A joint Union-Company committee will oversee the establishment and implementation of CMS Performance-based Pay Programs. The intent of these programs will be to compensate Local 12003 personnel for the degree of success they achieve in improving results that clearly benefit both the Company and Local 12003. These programs may be structured to reward individuals, divisions, or departments and will be based specifically on measurable targets and actual results for Local 12003 personnel.
- ~~8. The current practice of polling CMS employees into vacancies within the Dispatch & Schedule Department will remain (with the exception of grandfathered employees within the Collections and Meter Reading Department).~~
8. Temporary employees within Local 12003 CMS hired to perform collections work may be utilized for a period of up to eight (8) months, the period in excess of eight (8) months shall be mutually agreed on by the Company and the Union. Temporary employees hired a second year into CMS as a temporary collector will be brought in at the 3<sup>rd</sup> step of the MSR classification. **The Company will not implement the utilization of temporary employees within L12003 to perform collections work until 2013.**
9. The Company will promote nine (9) existing Meter Service Representatives that are not grandfathered (see attachment) currently paid within the MSR wage classification rate to the Meter Service Technician "C" classification at the next highest step which provides them with a promotion.
10. **The Company will poll for an additional Working Leader position. The primary roll of this position will be to act as a Working Leader. This position will report to various locations within L12003 territory as determined by the Company and will be eligible to participate in the Vehicle Take Home Program. This position will be filled from within CMS Department and will not constitute any staffing level within the Working Leader classification. The Company will also utilize this position to act in a field training capacity to focus on developing basic pipe fitting skills for bargaining unit employees.**
11. Deferred holidays within CMS must be used within the same calendar year with the exception of Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. These holidays must be used prior to April 1<sup>st</sup> the following calendar year.

**ATTACHMENT III**

Any existing banked hours accumulated prior to 2012 will be scheduled at a mutually agreed upon time with the Department to be taken prior to December 31, 2012 or paid out to the employee upon ratification of the contract.

12. This Agreement supersedes all previous PFR, Fitting, Leak Survey and Collections Agreements within Local 12003 and becomes the working document for the CMS Group effective upon ratification date of the 2012 Collective Bargaining Agreement.

MSR Promotions to MST "C" within CMS.

MSRs	Current	MST C
Speller	\$ 18.39	\$ 19.38
Daly *	\$ 21.01	\$ 22.05
Lawless	\$ 21.01	\$ 22.05
Curseaden	\$ 21.01	\$ 22.05
Millar	\$ 18.39	\$ 19.38
Pinto	\$ 21.01	\$ 22.05
Skellett	\$ 21.01	\$ 22.05
Walsh	\$ 18.39	\$ 19.38
Georgoudis	\$ 18.39	\$ 19.38

*(a) Modify Pat Daly seniority as agreed.*

**ATTACHMENT III**

**2012 CONTRACT NEGOTIATIONS**

**NATIONAL GRID  
*and*  
LOCAL 12003, USW, AFL-CIO-CLC**

**COMPANY PROPOSAL #19 A5**

**April 22, 2012 – 1:00 AM**

**LETTER OF UNDERSTANDING**

**Amend Paragraph One**

**Meter Changes**

- **The Company will perform the periodic meter changes within the Local 12003 geographical territory each year in accordance with Massachusetts General Laws.**
- **The Company agrees to meet with the Union to review the status of the program and discuss any modifications required to meet our stated goal.**
- **The Company will engage in good faith discussions with the Union regarding staffing, productivity targets, programs and other terms and conditions to accomplish this work.**
- **The Company will utilize Local 12003 permanent employees under current work practices to accomplish this work.**



ATTACHMENT IV

LOCAL 12003

CUSTOMER METERING SERVICES  
A-1- i, ii DISPATCH AGREEMENT

UPDATED July 18, 2012

1. The Company will create new Dispatch Services job classifications as follows:  
Dispatcher I  
Dispatch Assistant

2. Dispatch – Schedule of Wages:

Title	8	7	6	5	4	3	2	1
Dispatcher I	\$33.86	\$32.31	\$30.76	\$29.21	\$27.65	\$26.10	\$24.55	\$23.00
Dispatch Assistant	\$20.00	\$19.00	\$18.00	\$17.00	\$16.00			

2.1 Dispatcher I

- Step progressions will be on an annual basis.
- Not considered a starting job for the purposes of forced reduction.
- Employees will be hired into the Dispatcher I in accordance with the Schedule of Wages.

2.2 Dispatch Assistant

- Step progressions will be on an annual basis.
- Dispatch Assistant is not a progression into Dispatcher I.
- Employees will be hired into the Dispatch Assistant in accordance with the Schedule of Wages.

3. Eliminate progression from CMS / C&M rosters. Access into either the Dispatcher I or Dispatch Assistant will be through the posting process.
4. All candidates into Dispatcher I or Dispatch Assistant position must pass an aptitude test and successfully complete the required training and evaluation period.
5. All Dispatch shift bids and overtime polling, whether for annual shift bids, daily vacancies or extended workday, will be for the purposes of work schedules only. Assignments to specific booths and tasks will be at the Company's discretion.
6. The Company will retain the current practice of 8 hour shifts during normal working hours (Mon-Fri – Day Shifts). The Company will schedule break periods during this time as follows: 20 minute AM break and 30 minute lunch break. All break assignments will be at the Company's discretion. The Company reserves it's rights to assign shifts and breaks to provide optimal customer service, emergency response and efficient workload distribution.
7. 12003 & 12431 members will be utilized interchangeably to perform all Dispatch functions at the Company's discretion. The Company will have discussions with L12003 on utilization and filling of shifts prior to implementation.
8. The daily management of C&M workload within the respective yards will continue.
9. Deferred holidays within CMS must be used within the same calendar year **with the exception of Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. These holidays must be used prior to April 1<sup>st</sup> the following calendar year.**

**ATTACHMENT IV**

Any existing banked hours accumulated prior to 2012 will be scheduled at a mutually agreed upon time with the Department to be taken prior to December 31, 2012 or paid out to the employee upon ratification of the contract.

**10. Access into Dispatch at Pre-2012 Schedule of Wages**

The Company will fill up to four (4) vacancies for the term of this CBA within L12003 Dispatch as they become available with employees that are determined by the Company Medical Department to be at a permanent medical end within their current job classification in accordance with the Pre-2012 Schedule of Wages. All candidates must pass an aptitude test and successfully complete the required training and evaluation period.

All other vacancies within Dispatch other than the four (4) stated above will be posted to L12003 and filled at the New 2012 Schedule of Wages.

ATTACHMENT IV

12. New Dispatch Job Descriptions

Dispatcher I

- All duties of Dispatcher & Dispatch Assistant
- Dispatching of priority (emergency) and non-priority (non-emergency) work to field resources and ensure timely response by field crews
- Effective management of field resources and workload to maximize efficiency of field resources, minimize field costs and ensure timely execution of work orders within appropriate time frames
- Monitor daily performance against key metrics (i.e. emergency response, appointment kept, etc.) and to take action (re-assign work, notify supervision, etc.) to ensure that key metrics are met.
- Work set-up, scheduling, and dispatching of non-emergency work to maximize efficiency of field resources and ensure timely execution of work orders within appropriate time frames.
- Contact customers as needed to ensure efficient management of work.
- Must successfully pass an aptitude test for entrance into Dispatch and successfully complete a required training and evaluation period.
- Training of Dispatcher Assistant as needed
- *This position is not considered a starting job for the purposes of forced reduction*

Dispatch Assistant

- Handle administrative duties within Dispatch and Scheduling.
- Maintains applicable records associated with the field work force. For example: maintaining personnel information, schedules, daily work sheets, manpower availability, recording of emergency vacations and sick leave, and other records
- Updating data and running of reports as needed to support Dispatch and Scheduling and Field Operations.
- Perform/assist with polling of Field personnel and Dispatch for overtime when directed (combination of manual and/or automated phone calls)
- Provide notifications and updates as required to respective internal and external key stakeholders (including customers), regulatory agencies and municipalities (not exclusive to bargaining unit).
- Knowledgeable on and able to access information from various customer and dispatching systems.
- Interact with other departments that interface with Dispatch and Scheduling
- Provide support as needed to field crews, call center, dispatch and customers to maximize customer service, safety and reliability (for example; looking up information in customer systems, databases, mapping systems, etc.)
- Customer interaction as required

13. This Agreement supersedes all previous 12003 Agreements pertaining to the Dispatch polling, work rules, etc, prior to the 2012 Collective Bargaining Agreement.

Attachment V

**2012 CONTRACT NEGOTIATIONS**

**NATIONAL GRID  
and  
LOCAL 12003, USW, AFL-CIO-CLC**

**COMPANY PROPOSALS 20 B & C**

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**1. Construction**

**1.1. Contractors may be used for the following:**

- a.) Construction of gas mains and associated services without limitations and without penalty to the Company:
  - Company personnel will be afforded a 6<sup>th</sup> day penalty when utilizing contractors on random growth service installation work.
  - Company personnel will be afforded First-in/Last-out prior to utilizing contractors on growth main installation (plastic)  $\leq 6"$  and  $\leq 750'$  and associated service installations

**1.2. Company Construction crews may be trained and equipped to complete an entire job (in conjunction with their assigned projects), including, but not limited to::**

- a.) Live gas main connections (work exclusive to union)
- b.) Fitting
  - Set Pre-fab meter fits
  - Reconnect – inside piping  $<2"$
  - Reconnect – in-to-out  $<2"$  - 1 meter
  - Install new or replacement meter manifolds  $<2"$
  - Install insulating unions or insulating kits for corrosion  $<2"$
- c.) Residential and small commercial equipment RGO's up to 2 meters
- d.) Field Sketching
- e.) Meter read verification
- f.) Locating and marking company facilities for assigned jobs and/or projects

**1.3. Contractor crews may perform the following duties to complete an entire job (in conjunction with the assigned project) including;**

- a.) Service taps and disconnects
- b.) Services associated with main installation
- c.) Fitting
  - Set Pre-fab meter fits
  - Reconnect - inside piping  $<2"$
- d.) Field Sketching
- e.) Locating and marking company facilities for assigned jobs and/or projects (shared duty with Inspector)

**1.4. Construction crews will consist of three (3) persons, with the exception of the following:**

- a.) 2-person crews
  - EBBO mains and services  $\leq 2"$
  - New Service up to and including 1 ¼ inches in diameter and up to 75 feet

Attachment V

- Service inserts requiring less than three (3) holes by hand, in conjunction with main work
- Service tie-overs or reconnects, in conjunction with main work
- Test holing, in conjunction with main work
- Tapping only of mains and large services less than or equal to two inch (2") using Williamson or equivalent equipment
- Main or service connections less than, or equal to, four inch (4") utilization single valve or single squeeze off
- Locating and marking company facilities for assigned jobs and/or projects (shared duty with Inspector)

- b.) 4-person crews
- Installation of new or replacement main

When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to request appropriate assistance.

1.5. The Construction & Maintenance schedule of wages is as follows:

	5	4	3	2	1
C & M Working Leader <sup>(a)</sup>	\$40.715				
Field Trainer <sup>(b)</sup>	\$39.215				
Crew Leader <sup>(c)</sup>	\$39.138				
Technician A	\$38.138				
Technician B <sup>(d)</sup>	\$35.850	\$33.500			
Technician C	\$30.859	\$28.049	\$26.146	\$25.620	\$23.000
Pipe Handler	\$21.013	\$18.386	\$15.759		

*a-3-5 years as a Technician A to be promoted or upgraded to Working Leader unless otherwise mutually agreed*

*b-Not a progression position. Qualified candidates will come from the construction and maintenance roster*

*c-Upgrade basis only*

*d-Minimum 3 years as Technician B to be promoted to Technician A for employees entering the department after March 13, 2006*

**Rules of Progression**

- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification
- Automatic progression to the top step in C Technician
- Step progressions will be on an annual basis
- Employees will be hired into the Pipe Handler classification at 100% of the bottom wage rate
- Employees entering the Pipe handler classification will be fully qualified members of the crew once they have completed 2 weeks of basic training. Pipe handlers will not be eligible for night or weekend shifts until they reach 12 months in the classification.

- 1.6. Construction is a separate division with multiple yard locations that may change depending upon the Construction workload.
- 1.7. The number of Construction personnel will be determined by the Company and polled by Union personnel under the direction of the Company prior to the Construction season based on the expected need, but no less than 69 employees (less prorated portion of non-pollable.) The Company will determine the crew make-up (positions) per Section 5 of this document.
- 1.8. All temporary vacancies in Construction may be filled within the yard with Construction or Maintenance employees if available and vice versa. The number of crews may vary on a day-to-day basis from the polled number.

Attachment V

- 1.9. Construction work activities will be assigned in the following order of priority and based on the then current resources:
  - a.) Main connections (exclusive)
  - b.) Random new service installation (non-exclusive; with penalty)
  - c.) Growth main installation (plastic)  $\leq 6"$  and  $\leq 750'$  and associated service installations (non-exclusive: First In/Last out)
- 1.10. Construction crew employees will not be eligible for Aux Ops or DPG shift or daily upgrade assignments when working in Construction crews.
- 1.11. Scheduled Construction overtime when necessary will be from a central list of Construction Division employees.
- 1.12. Construction personnel/crews will return to Maintenance during winter operations (as defined in Section 5.) Sufficient resources will be assigned to construction activities to meet the contractual obligations as described in section 1.1 above.

**2. Maintenance**

- 2.1 Maintenance crew employees will be offered a sixth day of work prior to the Company utilizing outside contractors with the following exceptions:
  - a.) Gate box work associated with road reconstruction or paving projects performed by paving contractors or municipalities
  - b.) Shoring
  - c.) Specialty sealing
  - d.) Parallel Main Encroachments regardless of length
  - e.) Work not normally performed by internal resources (e.g. specialty tapping and stoppering)
  - f.) Mandated Grade 3 leak repair
- 2.2 Company Maintenance crews may be trained and equipped to complete an entire job (in conjunction with the assigned job), including:
  - a.) Fitting
    - Set Pre-fab meter fits
    - Reconnect - inside piping  $<2"$
    - Reconnect – in-to-out  $<2"$  - 1 meter
    - Install new or replacement meter manifolds  $<2"$
  - b.) Residential and small commercial RGO's up to 2 meters
  - c.) Field Sketching
  - d.) Meter read verification
  - e.) Leak standby, as directed by the supervisor
  - f.) Locating and marking of company facilities for assigned job and/or projects
- 2.3 Contractor crews may perform the following duties (in conjunction with parallel encroachment projects) including:
  - a.) Associated services
  - b.) Fitting
    - Set Pre-fab meter fits
    - Reconnect - inside piping  $<2"$
  - c.) Field Sketching
  - d.) Locating and marking of company facilities for assigned jobs and/or projects (shared duty with Inspector)

Attachment V

2.4 Maintenance crews will consist of two (2) persons with the following exceptions:

- a.) 1-person
  - Gate box clearing
  - Anode to risers (spike or in non-paved areas)
  - Box cover replacement
  - Aerating
- b.) 3-person
  - Short main relays and/or pipe jobs.
  - Non-anaerobic joint repair twelve inches (12") or above (Must include excavation and repair)
  - Service inserts requiring three (3) or more holes by hand
- c.) 4-person
  - Wood Sheathing (See attached Shoring Agreement)

When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to request appropriate assistance.

2.5 Refer to the Construction section of this agreement for the schedule of wages for Construction & Maintenance.

2.6 Maintenance is a separate division with multiple yard locations.

2.7 The number of Maintenance crews will be determined by the Company based on the expected work load.

2.8 Maintenance crew employees will not be eligible for Aux Ops, or Damage Prevention daily upgrade assignments.

2.9 Call-in and scheduled overtime when necessary will be from a central list of Maintenance employees.

2.10 Each yard will assign an off-hour emergency coverage crew. Crews will respond to calls in their own area first. If additional emergency calls requiring crew response are received while the area off-hour coverage crew is already working, the next option will be to attempt to call in a crew from the call-in list for that yard. If unsuccessful, the Company may call in an off-hour coverage crew from another yard.

### 3 Auxiliary Operations

3.1 A newly formed group has been 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, spoil plant operations, and other specialty operations such as Drip trucks, Aries camera operations and large diameter tapping operations.

3.2 Auxiliary Operations will maintain its own schedules, shifts, overtime lists, backfilling of vacancies, call in lists, and off hour coverage.

3.3 The group has been created from the existing Maintenance roster and by adding the new positions of Pipe Handler, Auxiliary Operations Technicians B, and A. The Field Trainers, Welders and Tool Room Attendants will also be managed as part of this group.

Attachment V

- 3.4 Welders will operate as a separate group within Auxiliary Operations, as will the Dump / Plate Truck Operations.
- 3.5 The dispatching of dump trucks and plate/pipe delivery vehicles will be performed by Dispatch and Schedule.
- 3.6 The Auxiliary Operations schedule of wages is as follows:

	4	3	2	1
Auxiliary Ops A	\$35.947	\$34.277	\$33.739	\$29.119
Auxiliary Ops B	\$27.538	\$25.438	\$23.334	
Pipe Handler	\$21.013	\$18.386	\$15.759	

**Rules of Progression**

- Field Trainer is not a progression position within Auxiliary Operations but is managed within the Auxiliary Operations schedule of wages
- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification.
- **Automatic progression from Auxiliary Ops B to Auxiliary Ops A.**
- **Employees entering the Auxiliary Ops B classification will be required to obtain their CDL B within six (6) months of entering the classification.**
- Step progressions will be on an annual basis
- Pipe handlers assigned to Auxiliary Operations will be eligible for night and weekend shifts upon completion of basic safety training.
- Employees will be hired into the Pipe Handler position at 100% of the wage rate.

**4 Damage Prevention**

- 4.1 The Company will implement a phased implementation of the use of outside contractors to perform locating (see attached hybrid model). Such use will be outside the scope of Article XIII Section 4 Outside Contractor language of the CBA. No changes will be made to this model unless mutually agreed between the Company and Union.
- 4.2 **Eleven (11) additional employees will be polled into the A Inspector classification and be assigned to Construction to perform contractor oversight duties as well as pre-inspection of capital and customer driven construction work. Total staffing assigned to contractor oversight upon completion of the phased implementation will be fourteen (14).**
- 4.3 The Damage Prevention group has been created to encompass Dig Safe locates and follow-ups, inspection services, premarking / re-premarking, and verifying and correcting gas facility data.
- 4.4 Damage Prevention is a separate group composed of Inspectors C, B, and A and will maintain its own overtime lists, backfilling of vacancies, call-in lists, and off-hour coverage.



Attachment V

- 4.5 Initial staffing for Damage Prevention and assignments to contractor oversight will be as follows:

<u>Location</u>	<u>Insp. A- DPG</u>	<u>Insp. A- Construct</u>	<u>Insp. B - DPG</u>	<u>Total</u>	<u>Variance from As-Is:</u>
Boston	6	5	6	17	+3
Braintree	5	4	4	13	
Waltham	6	5	4	14	-3
<b>Total:</b>	<b>17</b>	<b>14</b>	<b>14</b>	<b>45</b>	<b>0</b>

- 4.6 The performance of off-hours emergency locates, defined as emergency locates received between the hours of 06:01PM and 05:59AM Monday-Friday, and any emergency locates during weekends or holidays, will be performed by Local 12003.
- 4.7 The existing position of Assistant District Inspector has been eliminated. Two-person mark-out assignments will be at the discretion of the Company and the first option will be to assign light-duty personnel as the second person.
- 4.8 All job duties will be performed across the group based on workload.
- 4.9 L12003 Damage Prevention employees will have responsibility for re-premarking. However, the Company may assign L12003 limited duty personnel without restrictions as to volume of jobs or employees assigned.
- 4.10 The Damage Prevention schedule of wages is as follows:

<u>Title</u>	<u>(4)</u>	<u>(3)</u>	<u>(2)</u>	<u>(1)</u>
Ops & Construct Inspector A	\$37.993	\$36.886		
Ops & Construct Inspector B	\$35.850	\$31.650		
Ops & Construct Inspector C	\$30.859	\$28.171	\$25.619	\$22.500

Rules of Progression

- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification.
- No automatic progression between classifications
- Step progressions will be on an annual basis

**5 Staffing & Assignments**

- 5.1 Staffing levels shall be as follows: 299  
Construction: 69  
Maintain/Damage Prevention/Auxiliary Operations: 230
- 5.2 All work activities will be assigned by management (e.g. Resource Planner, Supervisor, or other position titles responsible for work activities).
- 5.3 At the discretion of management, maintenance work may be assigned to construction personnel, and vice-versa, in order to increase efficiency, reduce non-productive time and to handle workload fluctuations.

Attachment V

- 5.4 Each of the respective operating yards and subgroup (Construction & Maintenance, Damage Prevention, and Auxiliary Operations) have conducted an initial seniority-based placement of personnel.
- a.) For polling into Damage Prevention, preference will be given to qualified, medically ended personnel.
  - b.) Vacancies will be polled and then posted.
  - c.) Unless there is a vacancy, incumbents cannot be displaced during annual polling.
  - d.) Once polled for the yard, Construction and Maintenance placements will remain until the next annual polling.
  - e.) The need to fill permanent vacancies above the staffing level will be determined by the Company
- 5.5 The size and composition of crews within a yard will be appropriate to the job and based on workload as determined by the Company. In determining crew staffing, 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.
- 5.6 Typical crew makeup will be as follows:
- a.) Four-person:
    - A, B, C, Pipe Handler
    - A, B, C, Temp
    - A, B, C, C
  - b.) Three-person:
    - A, B, C
    - A, B, Pipe Handler
    - A, B, Temp
  - c.) Two-person:
    - A, B
    - A,C (with working upgrade to B)
  - d.) Two-person (handwork)
    - A, B
    - A, C
    - A, Pipe Handler or Temporary Pipe Handler
    - B, C
    - B, Pipe Handler or Temporary Pipe Handler
- 5.7 Two-person (handwork) referred to in d.) above includes the following:
- a. Meter protection
  - b. Anodes to risers (in paved areas)
  - c. Gate boxes (locate, raise, clean, install)
  - d. Leak pinpointing (lead will be A Technician)
  - e. Aerating (when more than one (1) person is needed)
  - f. Primary valve inspections (lead will be A Technician)
- 5.8 In Construction and Maintenance, initial assignment will establish employees with a yard and a shift.
- 5.9 All second, third, weekend and holiday shifts will be staffed with three (3) people.

Attachment V

- 5.10 Shift Crews will be assigned to a yard and will respond to emergencies throughout the service territory.
- 5.11 Shift crews will not be permitted on off-hour coverage.
- 5.12 In the event that the Company schedules overtime in the Maintenance group on weekends, the shift crews will not be excluded from polling for scheduled overtime to be worked on their day off.
- 5.13 Relieving of crews will be at management's discretion based on efficiency, rather than low overtime. Any relief process will be done within the yard first before consideration is given to relieving in another yard.
- 5.14 At the discretion of Management, the filling of shifts due to absences, vacations and illnesses will be filled within the yard and within each subgroup (Construction and Maintenance, Damage Prevention, and Auxiliary Operations) separately.
- 5.15 The filling of shift vacancies will not be performed by personnel on off-hour coverage or assigned to AET.
- 5.16 At the discretion of Management, all temporary vacancies in the yard may be filled within the yard within each subgroup (Construction and Maintenance, Damage Prevention, and Auxiliary Operations) first using class seniority and then will be on an upgrade and then downgrade basis, as determined by the Company.
- 5.17 The following rule will apply for non-emergency re-assignments to other reporting locations;
  - a.) Forty-eight (48) hour notification will be given to personnel when changing their reporting location.
  - b.) Reporting location changes with less than forty-eight (48) hours' notice will be paid at time and one-half (1.5x) for the first eight (8) hours.
  - c.) Employees within the applicable classification(s) will be polled by classification seniority. If there are no volunteers, the junior qualified employees by classification seniority will be forced to fill the position.
- 5.18 For Saturday overtime, if the Company calls off work on Saturday AM due to inclement weather, the Company has no financial (wage) obligation.
- 5.19 Employees who have medical restrictions that preclude them from performing regular work activities at the time of polling will be handled as follows:
  - a.) will bid for a yard and a day shift
  - b.) cannot be bumped out of that yard
  - c.) cannot bump anyone off shift
  - d.) cannot bid until the next polling
- 5.20 To contend with winter weather conditions (frost and snow), the Company will convert 2-person crews to 3-person crews and 1-person work to 2-person crews during the period January 1 through March 31. Following current practice, 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.
- 5.21 In the event of favorable crew productivity, permits, maintenance workload and weather conditions, the Company will continue construction activities for as long as conditions allow. Staffing and assignments in the event of these conditions will be at the discretion of the Company.

Attachment V

- 5.21 During periods of inclement weather, the Company will assign work activities to its Construction, Maintenance, and Damage Prevention work forces that it performed indoors. Employees may be trained to perform the following activities:
- a.) Miscellaneous records review
  - b.) Meter read verification
  - c.) Inside atmospheric corrosion inspections on bare steel high pressure inside services

This Agreement supersedes all previous Agreements covering construction, maintenance, auxiliary operations, and damage prevention activities within Local 12003 and becomes the working document for these areas effective **upon ratification of the collective bargaining agreement.**

**2012 CONTRACT NEGOTIATIONS**

Attachment V

**NATIONAL GRID  
and  
LOCAL 12003, USW, AFL-CIO-CLC**

**DPG HYBRID MODEL**

***As-Is Staffing***

<b><i>Location</i></b>	<b><i>Insp. A-DPG</i></b>	<b><i>Insp. A-Const.</i></b>	<b><i>Insp. B-DPG</i></b>	<b><i>Total:</i></b>
Boston	6	1	7	14
Braintree	5	1	7	13
Waltham	6	1	11	18
<b>Total:</b>	<b>17</b>	<b>3</b>	<b>25</b>	<b>45</b>

*\*Depicts current staffing including Contractor Oversight inspection*

***Proposed End State Staffing***

<b><i>Location</i></b>	<b><i>Insp. A-DPG</i></b>	<b><i>Insp. A-Construct</i></b>	<b><i>Insp. B-DPG</i></b>	<b><i>Total</i></b>	<b><i>Variance from As-Is:</i></b>
Boston	6	5	6	17	+3
Braintree	5	4	4	13	
Waltham	6	5	4	15	-3
<b>Total:</b>	<b>17</b>	<b>14</b>	<b>14</b>	<b>45</b>	<b>-</b>

*Note: Phased implementation during 2012*

**Changes**

- 11 additional A Inspectors and 11 less B Inspectors

**Current Staffing is:**

- 3 Inspector A-Const
- 17 Inspector A-DPG
- 25 Inspector B-DPG
- 45 12003 DPG Personnel

**Proposed Staffing is:**

- 17 Inspector A-DPG
- 14 Inspector A-Construct
- 14 Inspector B-DPG
- 45 12003 DPG Personnel

Attachment V

The disbursement of tickets between L12003 and external resources will be as described below and will not change unless otherwise mutually agreed by the Company and Union.

L12003 will perform facility locating in the following municipalities:

*Note: Qty is 2 year actual average and not a guarantee of future volumes*

Boston	2452	Milton	1172
Braintree	1414	Newton	3446
Brighton	1194	Quincy	2310
Brookline	1799	Roxbury	1272
Dorchester	2344	S. Boston	877
Hyde Park	451	W. Roxbury	1975
<b>Total: 20,704</b>			

Outside contractor resources will have primary responsibility for the following towns. The Company may assign problem locates or other tickets to L12003 at its discretion. The Company will assign off-hour emergency locates, defined as tickets received between the hours of 6:01PM and 5:59AM Monday-Friday and all emergencies received on Saturday, Sunday or Holidays to L12003 :

*Note: Qty is 2 year actual average and not a guarantee of future volumes*

<u>Town</u>	<u>Total</u>	<u>Town</u>	<u>Total</u>	<u>Town</u>	<u>Total</u>	<u>Town</u>	<u>Total</u>
ABI	542	DED	318	LEX	1628	STW	42
ACT	1096	DEV	209	LIN	494	SUD	1336
ARL	1153	DOV	1	LIT	527	WAL	1968
AYE	261	EBW	66	MAY	99	WAT	756
BED	682	FRA	168	NAT	287	WAY	950
BEL	1185	GRO	335	NEE	295	WEL	2576
BKN	68	HAN	36	NOR	1098	WES	1338
BOX	279	HAR	277	NRW	132	WEY	1648
CAR	269	HIN	1760	RAN	52	WHI	439
COH	906	HOL	56	ROC	540	WLP	242
CON	1358	HUL	402	SCI	212	WSW	292
CTN	80	HVR	132	SHI	176		
<b>Total:28,754</b>							

Attachment VI

**NATIONAL GRID / 12003**  
**MANAGED COMPETITION-SHEATHING AGREEMENT**

This agreement is between National Grid (The Company) and the United Steelworkers, Local 12003 (The Union) pertaining to the increased utilization of the Internal Union workforce to perform wood sheathing work in an effort to increase work force flexibility, improve efficiency and reduce costs.

This Agreement will be in effect for the duration of the collective bargaining agreement. 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. **In the event the Company exercises its right to cancel this agreement, the L12003 crew assigned to Sheathing will be reallocated to main work for the duration of the collective bargaining agreement.**

**Key Objectives**

1. Effectively allocate USW Local 12003 personnel, (including temporary workers) from the Company's Construction & Maintenance workforce, to the process of wood sheathing for activities associated with in-house construction and maintenance, as well as WECO Seal or similar contractor sealing projects.
2. Increase utilization of USW Local 12003 crew personnel for deep excavations utilizing company fabricated shoring boxes

**Staffing:**

The Company agrees to initial staffing and resource allocation from the Construction & Maintenance roster as follows:

- a.) Baseline Sheathing staffing of four (4)

2012 allocation of Sheathing resources as follows:

	Allocated FTE	Alternate	Total
Technician A/Crew Leader	1	1	2
Technician B	1	1	2
Technician C/Pipe handler	1	1	2
Pipehandler/Temp	1	1	2
<b>Total</b>	<b>4</b>	<b>4</b>	<b>8</b>

- b.) Crew to be engaged in wood sheathing and pre-fab shoring box activities year round, workload permitting, and should a lack of this work type occur, the crew will be reassigned to other work such as large diameter service installation or short main replacement jobs.
- c.) The Company and Union will work together cooperatively to select the personnel for this crew
- d.) The Company will poll and train backup personnel in order to maximize the productive time of this crew.
- e.) Employees engaged in the Sheathing pilot will be ineligible to "poll" out for one year
- f.) Crew employees assigned to Sheathing pilot will work throughout 12003 area of responsibility as well as across Union boundaries where permissible.
- g.) Auxiliary Operations associated with the Sheathing pilot will remain part of HUB Operations but will be dedicated to the crew as the situation requires.

Attachment VI

**MANAGED COMPETITION-SHEATHING**

The Company will run its sheathing activities within a managed competition framework.

The continued use of Local 12003 employees for sheathing work will be determined by the Union's ability to compete, which will be tracked on a job by job basis and measured according to the following:

**MEASUREMENT**

- Unit Costs
  - Controllable Costs
- Quality Metrics
  - Paving failure rates
  - % to re-work
- Productivity Metrics
- Safety Metrics
  - OSHA Recordable incidents
  - RWDC rates per crew
  - Absenteeism

The Company will establish baseline unit cost targets as well as performance and productivity targets and will communicate same to assigned resources.

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.

In recognition that it will take time to embed this model, the Company and Union agree to modify this program if needed throughout its progression.

This agreement is without practice or precedent and will not be cited by either party in any other matters between the Union and the Company.

**TRAINING:**

The Company will provide training to Local 12003 employees on the following:

- Excavation Area
- Digging Operations
- Timber Shoring-Rating
- Governance around Tools, Equipment, Supplies
  - Safety Training
    - Spacers
    - Cleats
    - Chainsaw
- Backfill & Compaction

This specialty training will occur at the HUB Drive, Melville, NY location and will encompass three days.



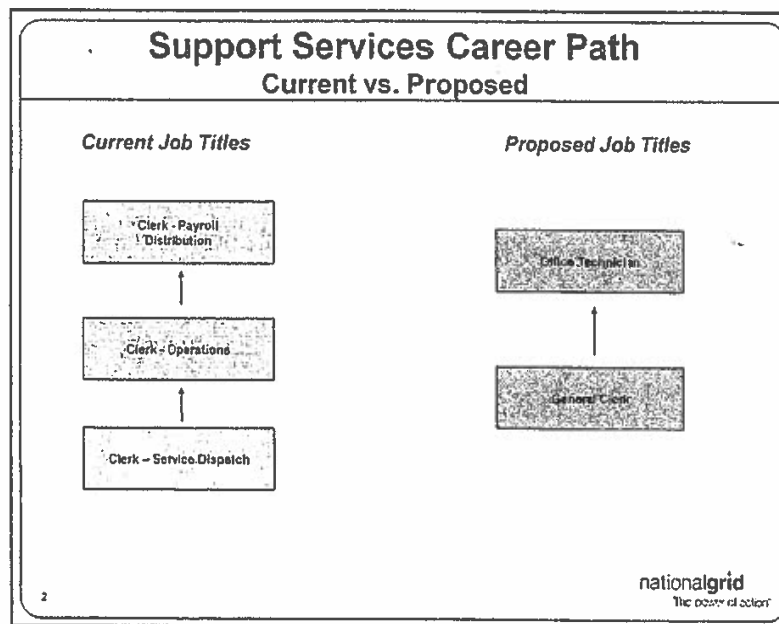
# Support Services – Clerical

## Local 12003 Labor Negotiations

Attachment VII

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## Support Services Clerical Duties

Current – Operations Clerk	Proposed – Clerk General
<p><b>Current Job Duties:</b></p> <ul style="list-style-type: none"> <li>Copy, Scan, Fax, and File various record types.</li> <li>Create work orders in the work management system (WMS).</li> <li>Assist in the creation of the work order packages.</li> <li>Casbuilt completed work orders in the Work Management system (Maximo, etc.)</li> <li>Order office supplies.</li> <li>Process Dig Safe requests</li> <li>Handle internal and external customer calls</li> <li>Process check requests</li> <li>Process various invoices</li> <li>Perform other duties as assigned</li> </ul>	<p><b>Proposed Job Duties:</b></p> <ul style="list-style-type: none"> <li>Time Entry</li> <li>Correction of payroll errors</li> <li>Copy, Scan, Fax, and File various record types.</li> <li>Create work orders in the work management system (WMS)</li> <li>Assist in the creation of the work order packages.</li> <li>Casbuilt completed work orders in the Work Management system (Maximo, etc.)</li> <li>Order office supplies.</li> <li>Process Dig Safe requests</li> <li>Handle internal and external customer calls</li> <li>Process check requests</li> <li>Process various invoices</li> <li>Perform other Clerical as assigned</li> <li>Assist employees of higher grade as required</li> </ul>

This list is not meant to be all inclusive, but represents the typical type of work in each role. The Company reserves its right to add to, delete, or modify the duties or responsibilities shown as it deems appropriate. Each position will also perform as required all duties of lower rated positions.

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## Support Services Clerical Duties

Current – Clerk Payroll	Proposed – Office Technician
<p><b>Current Job Duties:</b></p> <ul style="list-style-type: none"> <li>Perform all duties of lower classification</li> <li>Time data entry, as required</li> <li>Update SmartTime schedules</li> <li>Time Entry Corrections</li> <li>Process Overpayments</li> </ul>	<p><b>Proposed Job Duties:</b></p> <ul style="list-style-type: none"> <li>Perform duties of the lower classification within the Clerical pool</li> <li>Time Entry – Interpret and provide understanding of the various labor contracts and their application to payroll such as shift pay, overtime pay, Sunday premium, etc.</li> <li>Cross-training of co-workers in Clerical pool</li> <li>Data entry of leak information, including grade 2, 2A, and 3 leaks.</li> <li>Upgrade/Downgrade leak status</li> <li>Produce weekly overtime reports</li> <li>Data entry into the Work Management System (WMS)</li> <li>Perform other clerical duties in support of Operations as assigned</li> </ul>


This list is not meant to be all inclusive, but represents the typical type of work in each role. The Company reserves its right to add to, delete, or modify the duties or responsibilities shown as it deems appropriate. Each position will also perform as required all duties of lower rated positions.

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### Support Services Clerical Qualifications

Current – Operations Clerk	Proposed – Clerk General
<p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>Demonstrated computer skills and knowledge of word processing and spreadsheet applications</li> <li>Demonstrated ability to work effectively with internal and external customers</li> <li>Good oral and written communication skills</li> <li>Ability to process large volumes of data within strict deadlines</li> </ul>	<p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>Demonstrated computer skills and knowledge of word processing and spreadsheet applications</li> <li>Demonstrated ability to work effectively with internal and external customers</li> <li>Good oral and written communication skills</li> <li>Ability to process large volumes of data within strict deadlines</li> </ul>


This list is not meant to be all inclusive, but represents the typical type of work in each role. The Company reserves the right to add to, delete, or modify the duties or responsibilities shown as it deems appropriate. Each person will still perform as required all duties of lower rated positions.

  
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### Support Services Clerical Qualifications

Current – Clerk Payroll	Proposed – Office Technician
<p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>Demonstrated computer skills and knowledge of word processing and spreadsheet applications</li> <li>Demonstrated ability to work effectively with internal and external customers</li> <li>Good oral and written communication skills</li> <li>Ability to process large volumes of data within strict deadlines</li> </ul>	<p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>Qualified experience in Clerical Support with 3 years experience as a General Clerk.</li> <li>Demonstrated computer skills and knowledge of word processing and spreadsheet applications</li> <li>Demonstrated ability to work effectively with internal and external customers</li> <li>Good oral and written communication skills</li> <li>Ability to process large volumes of data within strict deadlines</li> </ul>

This list is not meant to be all inclusive, but represents the typical type of work in each role. The Company reserves the right to add to, delete, or modify the duties or responsibilities shown as it deems appropriate. Each person will still perform as required all duties of lower rated positions.

  
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## Support Services - Clerical

### Current and Proposed Pay Scales

#### Current Progression and Wage Rates

Job Title	Progression Steps					
	6	5	4	3	2	1
Clerk Payroll Distribution	\$32.83	\$30.96	\$29.13			
Operations Clerk	\$28.37	\$26.44	\$24.88	\$21.87	\$17.25	

#### Proposed Progression and Wage Rates

Job Title	Progression Steps				
	5	4	3	2	1
Office Technician	\$26.76	\$24.33	\$23.17	\$22.07	\$21.02
General Clerk	\$19.11	\$17.37	\$16.54	\$15.75	\$15.00

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## Support Services - Clerical

### Employee Job Title Mapping

No reduction in wages and eligible for all general wage increases.

Employee Name	Current Title	Proposed Title
Bailey, Diana	Clerk Payroll Distribution	Office Technician
Connolly, Dorothy	Clerk Payroll Distribution	Office Technician
Hsu, Maureen	Clerk Payroll Distribution	Office Technician
Lee-Suen, Maria	Clerk Payroll Distribution	Office Technician
Shirley Nelson-Davis	Clerk Payroll Distribution	Office Technician
Tam, Connie	Clerk Payroll Distribution	Office Technician
Mulroney, Mary	Operations Clerk Regional	Office Technician
Howe, Sharon	Operations Clerk Regional	Office Technician
Moore, Linda	Operations Clerk	Office Technician
Alfieri, Nancy	Clerk Service Dispatch	Office Technician
Anne Chetwynd	Clerk Accounting Control	Office Technician
Melinda Robinson	Customer Representative	Office Technician
Eileen O'Connor	Customer Representative	Office Technician

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**Attachment VIII**

**Union Negotiations  
Steelworkers 12003  
July 18, 2012  
Company Second Counter Proposal to Unions Call Center Proposal #1**

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**Supporting Emergency Electric Storm Work**

It is sometimes necessary for employees of the call center to work extended hours and to handle incoming Electric calls because of severe storm causing extensive interruptions to the electric system.

When the Company declares such an emergency and requires employees to handle incoming Electric calls, assignments will be done in the following manner:

- The Company assigns the entire Department to work 12-hour shifts during an electric storm emergency or a significant business event; employees will be placed on a 12-hour shift.
- The Company requires only a certain number of employees to work during an electric storm emergency or a significant business event, the Company will poll for the desired number of employees by low hours. If the Company does not get the appropriate amount of employees it needs after the polling, the Company will then force the junior qualified employees to handle the Electric emergency calls.

All employees who handle incoming Electric emergency calls shall be paid a premium of time and one-half (1.5x) of their regular pay. This premium will only be paid to employees who worked the storm and handled Electric emergency call.

When the amount of incoming Electric emergency calls decreases, employees will be returned to their regularly assigned position by polling for volunteers in the inverse order in which they were assigned.

The premium pay for employees will end when they return to their regularly assigned positions.

Attachment IX

**Union Negotiations  
Steelworkers 12003  
April 20, 2012  
Company Proposal 21b.**

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**Head of Household**

When an employee who is the head of household is required to be absent because of sickness in his/her immediate family, the employee will be paid for the first day while he/she is making arrangements for the care of the family. The immediate family member must reside in the residence.

Immediate Family: Child, Spouse, Significant other, Parent, Grandparent, Brother, Sister.

However if the sickness in the immediate family is a result of over-indulgence of alcoholic beverages, sunburn, or misuse of drugs this will not be covered under the Head of Household policy

If any additional time off is required for family sickness during the year, the employee can seek Family Medical Leave

**Requirements: The following documents are required to be submitted to employees Supervisor within 48 hours after the absence.**

Proof showing that the Employee is the principal financial support for the household.

Proof the immediate family member resides in the Employees home

Attachment X

**AGREEMENT  
between  
NATIONAL GRID  
and  
LOCAL 12003, USW, AFL-CIO-CLC  
  
MUTUAL AID**

National Grid (the Company) and Local 12003, USW, AFL-CIO-CLC (the Union) agree to the following terms regarding the provision of Mutual Aid:

**Scope**

This Agreement 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 seniority within classification. Regulatory circumstances may preclude the use of seniority as the sole method of assignment.

**Wage Provisions**

Employees so assigned will receive their normal wage rates for the first eight (8) hours each day. Employees shall be credited with overtime for all work in excess of eight (8) hours in any day. Rest time will be paid at straight time. This method of pay will be used for the duration of the assignment. 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 normal reporting location.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

date

date

National Grid – USW Local 12003

2016 Contract Negotiations

**UNANIMOUS RECOMMENDATION BY UNION COMMITTEE**

**If Ratified on or before July 27, 2016**

**1. Term of Agreement:**

- 2-Years – 4 Months – February 29, 2016 to June 24, 2018

**2. General Wage Increases:**

- February 29, 2016 2.25%
- February 28, 2017 2.25%

**3. Pension:**

- Effective February 29, 2016 Increase by \$3 To \$73 – 4.3% Increase
- All new hires enter defined benefit multiplier plan

**4. Job Security:**

Update dates to existing no-layoff provisions for full-time regular employees

**5. Shift Differential:**

Increase shift differential by \$0.05 per hour each year of the agreement

**6. Off Hour Coverage:**

Increase off hour coverage to \$28/\$52

**7. Meal Allowance:**

Increase meal allowance from \$12.00 to \$12.25

**8. Clothing and Footwear Allowances:**

- Effective August 1, 2016, the annual clothing allowance for eligible employees is increased from \$387.50 to \$425.00.
- Effective August 1, 2016, the annual safety footwear allowance for eligible employees is increased from \$150.00 to \$200.00.



National Grid – USW Local 12003

2016 Contract Negotiations

**9. CMS:**

- Enhanced CMS career path, reducing the number of steps from 24 to 15, increasing wage rate for the top step of Meter Service Technician (MST) and adjusting the wage rate for Meter Service Representative classification.
- Consolidate the current Working Leader groups into one Working Leader group, and add one (1) Working Leader position.
- Create Apprentice Pipefitter Program with initial complement of eight (8) employees, including the following key provisions:
  - Established license requirement for Apprentices;
  - Three-year lock-in period; and
  - Create four (4) Advanced Helper positions.
- Upgrade ten (10) employees in classification MST B to MST A on a staggered basis (2016 - 4, 2017 - 3, 2018 - 3).
- Introduce Customer Meter Services Work Performance and Training Committee to provide a forum for discussing issues of mutual concern with the goal of promoting safety and improved operational efficiency and reliability.

**10. C&M:**

- Maintain guaranteed staffing levels.
- Create 2 additional main & service replacement crews; 1 in 2017 – 1 in 2018
- Modify and make permanent Hub pilot program. Fill 5 Coordinator positions resulting in the addition 3 new employees.

**11. Damage Prevention:**

- No expansion of contractor use for markouts.
- Add 2 Inspector C positions to perform compliance paving inspections.
- Create new markout performance improvement committee to be co-chaired by the Local Union President and the VP of Operations.

National Grid – USW Local 12003  
2016 Contract Negotiations

**12. Maps & Records/Engineering:**

Engineering:

- Establish new Engineering career path; incumbent employees grandfathered at existing wage rates.
- Create 2 additional Permit Aide positions; the employees currently performing the duties shall have right of first refusal.
- Permit Aide A's (and Permit Aide B's where training availability exists) will be trained in traffic management.
- Establish an annual refresher course and support service for Auto-CAD.

Maps & Records:

- Establish new Maps & Records career path.
- Existing grandfathered employees, if appointed to the Permit Aide position, will have access to current wage rates, upon successful completion of AutoCAD User Certification.

**13. Stockroom:**

- Establish new career path for Stockhandler classification.
- Employees who successfully bid for Stockhandler classification will be placed at Step 3 of the wage progression schedule.
- Distribution of stock during unforeseen emergencies may be performed by employees represented by other unions.

**14. Meter Shop:**

- Establish new career path for Meter Helper and Meter Processor C classifications.
- All incumbent Meter Helpers will be promoted to Meter Processor C, at Step 3 of the wage progression schedule.

National Grid – USW Local 12003

2016 Contract Negotiations

- Create a second Working Leader position.
- For the duration of the contract, the Company will backfill the following positions if they become vacant: Working Leader, Measurement Technician, Meter Processor A and Meter Processor B.
- For the duration of the contract, the Company will maintain at least five (5) employees in the classification Meter Processor C.

**15. Fleet:**

- Establish Fleet career path with increased wage rates and shortened progression schedules.
- Establish Automotive Service Excellence (ASE) certification requirement for progression (incumbent employees grandfathered into their existing positions and not required to obtain the certification). Eligibility for up to \$4,000.00 bonus for Fleet employees who meet ASE certification requirements.
- Current Fleet employees will have opportunity to purchase Company-owned assigned tools and tool boxes for \$1.00. Fleet new hires will be responsible to supply their own tools.
- Cross union utilization for servicing of Leominster vehicles.

**16. LNG:**

- Enhanced LNG Career path with re-establishment of Production Operator Control classification.
- Modify existing work rule to allow Operators with 2nd Class Fireman's License to work on shift.
- Eliminate adjustable hourly wage rate and modified schedule current wages to establish the new standardized wage rates.

National Grid – USW Local 12003  
2016 Contract Negotiations

**17. Health and Welfare:**

- Medical --
  - Maintain employee contribution to PPO at 20% of premium. Union maintains first dollar coverage with no deductibles or coinsurance for in-network coverage. Final Medical Design attached in Appendix 1.
  - Introduce Consumer Driven Health Plan (CDHP) option with a 10% employee contribution;
  - Effective January 1, 2017, eliminate HMO medical options;
  - As of January 1, 2017 employees enrolled in the PPO and the CDHP plans are eligible to participate in the annual \$200 fitness reimbursement program administered by BCBS of Massachusetts.
- Eliminate same sex domestic partner language.

**18. Other Revised Contract Language:**

- Article I, Section 4 – New Non-Discrimination Language
- Article VI, Section 9 – Modify section d. – New Language Medical Disability
- Article VII, Section 4 – Delete Notice of Resignation Vacation Payout
- Article VIII, Section 8 – Employee Stock Purchase Plan Modified Language
- Article XI, Section 1C – Transfer Update Language
- Article XII, Section 1 – New Joint Committee Language
- Article XIII – Section 4 – Update Language LNG Security – Delete Incumbent Language
- Page 31 – Update Language to Reflect Current Agreement
- Pages 32-34 – Modify Language To Reflect Current Agreement
- Attachment I in the CBA – Scholarship Program - Delete

**19. Other Agreements:**

- Local 12003 Drug & Alcohol Prevention Advocate Letter of Understanding
- Testing & Training Letter of Understanding

National Grid – USW Local 12003

2016 Contract Negotiations

- Add Tuition Reimbursement Language To Contract
- The Company and Union have executed a Letter of Understanding regarding the use of DriveCam.
- Agreement on establishment of a new Safety Advocate position and selection criteria.
- The Company and Union agree to meet post-ratification to attempt to resolve outstanding grievances and arbitration cases.

Attachment V

**2016 CONTRACT NEGOTIATIONS**

**NATIONAL GRID  
and  
LOCAL 12003, USW, AFL-CIO-CLC**

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**1. Construction**

1.1. Contractors may be used for the following:

- a.) Construction of gas mains and associated-services without limitations and without penalty to the Company.
  - Company personnel will be afforded a 6<sup>th</sup> day penalty when utilizing contractors on random growth service installation work.
  - Company personnel will be afforded First-in/Last-out prior to utilizing contractors on growth main installation (plastic)  $\leq 6"$  and  $\leq 750'$  and associated service installations

1.2. Company Construction crews may be trained and equipped to complete an entire job (in conjunction with their assigned projects), including, but not limited to::

- a.) Live gas main connections (work exclusive to union)
- b.) Fitting
  - Set Pre-fab meter fits
  - Reconnect – inside piping  $<2"$
  - Reconnect – in-to-out  $<2"$  - 1 meter
  - Install new or replacement meter manifolds  $<2"$
  - Install insulating unions or insulating kits for corrosion  $<2"$
- c.) Residential and small commercial equipment RGO's up to 2 meters
- d.) Field Sketching
- e.) Meter read verification
- f.) Locating and marking company facilities for assigned jobs and/or projects

1.3. Contractor crews may perform the following duties to complete an entire job (in conjunction with the assigned project) including;

- a.) Service taps and disconnects
- b.) Services associated with main installation
- c.) Fitting
  - Set Pre-fab meter fits
  - Reconnect - inside piping  $<2"$
- d.) Field Sketching
- e.) Locating and marking company facilities for assigned jobs and/or projects (shared duty with Inspector)

1.4. Construction crews will consist of three (3) persons, with the exception of the following:

- a.) 2-person crews
  - EBBO mains and services  $\leq 2"$
  - New Service up to and including 1  $\frac{1}{4}$  inches in diameter and up to 75 feet
  - Service inserts requiring less than three (3) holes by hand, in conjunction with main work

## Attachment V

- Service tie-overs or reconnects, in conjunction with main work
- Test holing, in conjunction with main work
- Tapping only of mains and large services less than or equal to two inch (2") using Williamson or equivalent equipment
- Main or service connections less than, or equal to, four inch (4") utilization single valve or single squeeze off
- Locating and marking company facilities for assigned jobs and/or projects (shared duty with Inspector)

- b.) 4-person crews
- Installation of new or replacement main

When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to request appropriate assistance.

1.5. The Construction & Maintenance schedule of wages is as follows:

Job Title	Job Code	6	5	4	3	2	1
C&M Working Leader <sup>(a)</sup>		\$44.832					
Field Trainer <sup>(b)</sup>	81388494	\$43.178					
Crew Leader <sup>(c)</sup>	81388297	\$43.096					
Technician A	81388381	\$41.994					
Technician B <sup>(d)</sup>	81388382	\$39.475	\$36.888				
Technician C	81388383	\$33.979	\$30.885	\$28.790	\$25.326	\$22.246	\$20.246
Pipehandler	81388495	\$17.353					

a- 3-5 years as a Technician A to be promoted or upgraded to Working Leader unless otherwise mutually agreed

b- Not a progression position. Qualified candidates will come from the construction and maintenance roster

c- Made Crew Leader a permanent job while running four person crews, no longer just an upgrade

Crew Leaders revert to Tech A should they no longer be functioning as four person Crew Leaders

d- Minimum 3 years as Technician B to be promoted to Technician A for employees entering the department after March 13, 2006

**Rules of Progression**

- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification
- Automatic progression to the top step in C Technician
- Step progressions will be on an annual basis
- Employees will be hired into the Pipe Handler classification at 100% of the bottom wage rate
- Employees entering the Pipe handler classification will be fully qualified members of the crew once they have completed 2 weeks of basic training. Pipe handlers will not be eligible for night or weekend shifts until they reach 12 months in the classification, and have completed remaining basic training, at which point they will be promoted to Technician C and will be eligible for shifts.

- 1.6. Construction is a separate division with multiple yard locations that may change depending upon the Construction workload.
- 1.7. The number of Construction personnel will be determined by the Company and polled by Union personnel under the direction of the Company prior to the Construction season based on the expected need, but no less than 69 employees (less prorated portion of non-pollable.) The Company will determine the crew make-up (positions) per Section 5 of this document.
- 1.8. All temporary vacancies in Construction may be filled within the yard with Construction or Maintenance employees if available and vice versa. The number of crews may vary on a day-to-day basis from the polled number.

Attachment V

- 1.9. Construction work activities will be assigned in the following order of priority and based on the then current resources:
  - a.) Main connections (exclusive)
  - b.) Random new service installation (non-exclusive; with penalty)
  - c.) Growth main installation (plastic)  $\leq 6"$  and  $\leq 750'$  and associated service installations (non-exclusive: First In/Last out)
- 1.10. Construction crew employees will not be eligible for Aux Ops or DPG shift or daily upgrade assignments when working in Construction crews.
- 1.11. Scheduled Construction overtime when necessary will be from a central list of Construction Division employees..
- 1.12. Construction personnel/crews will return to Maintenance during winter operations (as defined in Section 5.) Sufficient resources will be assigned to construction activities to meet the contractual obligations as described in section 1.1 above.

## 2. Maintenance

- 2.1 Maintenance crew employees will be offered a sixth day of work prior to the Company utilizing outside contractors with the following exceptions:
  - a.) Gate box work associated with road reconstruction or paving projects performed by paving contractors or municipalities
  - b.) Shoring
  - c.) Specialty sealing
  - d.) Parallel Main Encroachments regardless of length
  - e.) Work not normally performed by internal resources (e.g. specialty tapping and stoppering)
  - f.) Mandated Grade 3 leak repair
- 2.2 Company Maintenance crews may be trained and equipped to complete an entire job (in conjunction with the assigned job), including:
  - a.) Fitting
    - Set Pre-fab meter fits
    - Reconnect - inside piping  $<2"$
    - Reconnect - in-to-out  $<2"$  - 1 meter
    - Install new or replacement meter manifolds  $<2"$
  - b.) Residential and small commercial RGO's up to 2 meters
  - c.) Field Sketching
  - d.) Meter read verification
  - e.) Leak standby, as directed by the supervisor
  - f.) Locating and marking of company facilities for assigned job and/or projects
- 2.3 Contractor crews may perform the following duties (in conjunction with parallel encroachment projects) including:
  - a.) Associated services
  - b.) Fitting
    - Set Pre-fab meter fits
    - Reconnect - inside piping  $<2"$
  - c.) Field Sketching
  - d.) Locating and marking of company facilities for assigned jobs and/or projects (shared duty with Inspector)



Attachment V

2.4 Maintenance crews will consist of two (2) persons with the following exceptions:

- a.) 1-person
  - Gate box clearing
  - Anode to risers (spike or in non-paved areas)
  - Box cover replacement
  - Aerating
- b.) 3-person
  - Short main relays and/or pipe jobs.
  - Non-anaerobic joint repair twelve inches (12") or above (Must include excavation and repair)
  - Service inserts requiring three (3) or more holes by hand
- c.) 4-person
  - Wood Sheathing (See attached Shoring Agreement)

When performing work and the operation cannot be performed safely, the employee(s) will make the condition safe and call a Supervisor to request appropriate assistance.

- 2.5 Refer to the Construction section of this agreement for the schedule of wages for Construction & Maintenance.
- 2.6 Maintenance is a separate division with multiple yard locations number of Maintenance crews will be determined by the Company based on the expected work load.
- 2.7 Maintenance crew employees will not be eligible for Aux Ops, or Damage Prevention daily upgrade assignments.
- 2.8 Call-in and scheduled overtime when necessary will be from a central list of Maintenance employees.
- 2.9 Each yard will assign an off-hour emergency coverage crew. Crews will respond to calls in their own area first. If additional emergency calls requiring crew response are received while the area off-hour coverage crew is already working, the next option will be to attempt to call in a crew from the call-in list for that yard. If unsuccessful, the Company may call in an off-hour coverage crew from another yard

## Attachment V

**3 Managed Competition (Capital Main/Associated Service Work)**

3.1 The Company will run its capital main/associated service work activities within a managed competition framework.

3.2 The Company agrees to internal Capital Main and Associated Service Work crew staffing and resource allocation as follows:

- a) Baseline Capital Main and Associated Service Crew staff of 12
- 1 crew existing
  - 1 crew to be added on or about April 1, 2017
  - 1 crew to be added on or about April 1, 2018

b) Initial allocation as follows:

	<b><i>Total</i></b>
Working Leader	
Tech A/Crew Leader	3
Tech B	3
Tech C	3
Temp Pipe Handler	3
<b><i>Total</i></b>	<b>12</b>

*\* Allocation subject to change annually. Resource allocation will be discussed with Union prior to construction season.*

3.3 will allocate 1 Aux Ops Dump Truck Driver per Capital Main and Associated Service crew above

3.4 Back filling from other crews for main and associated service crews, if available.

3.5 This does not prohibit the Company from assigning other crew personnel to Capital Main and Associated Service crews based on business need as determined by the Company.

3.6 In the event of favorable crew productivity, permits, maintenance workload and weather conditions, the Company will continue main and associated service work activities for as long as conditions allow.

3.7 The use of Local 12003 employees for main and associated service work will be determined by the Union's ability to compete, which will be tracked on a balanced scorecard measuring the following:

- a.) Safety
  - OSHA recordable incidents, preventable RTCs
- b.) Quality
  - Percentage compliance in annual Re-dig Audit
- c.) Productivity
  - Hours per service
  - Main feet installed per day
- d.) Cost
  - Cost per service
  - Cost per foot of main installed

## Attachment V

- 3.8 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. Should any of the above components not be provided bi-monthly, that metric cannot be used to adversely impact crew allocation during the following construction season.
- 3.9 The balanced scorecard results at the end of the construction season will determine resource allocation to main and associated service work for the next construction season, as follows:
- a.) *Above targets* = due consideration given to increasing resource allocation, so long as workload warrants;
  - b.) *On targets* = maintain previous year's resource allocation; or
  - c.) *Below targets* = reduce resource allocation in main and associated service work.
- 3.10 In recognition that it will take time to embed this model, there will be no reduction in main and associated service work crew allocation during the 2017 and 2018 construction seasons.
- 2017 - ramp up → no reduction from 8
  - 2018 - stabilize model → no reduction from 12

#### 4. Auxiliary Operations

- 4.1 A newly formed group has been 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, spoil plant operations, and other specialty operations such as Drip trucks, Aries camera operations and large diameter tapping operations.
- 4.2 Auxiliary Operations will maintain its own schedules, shifts, overtime lists, backfilling of vacancies, call in lists, and off hour coverage.
- 4.3 The group has been created from the existing Maintenance roster and by adding the new positions of Pipe Handler, Auxiliary Operations Technicians B, and A. The Field Trainers, Welders and Tool Room Attendants will also be managed as part of this group. Auxiliary Operations will create and maintain a list of qualified drivers from Distribution crew personnel for the purpose of backfilling temporary vacancies or absences at the Company's discretion. The use of crew personnel for such backfilling may occur simultaneously with available Aux Ops drivers being offered.
- 4.4 Properly licensed Distribution crew members assigned construction type work (& Leominster maintenance crews) will be eligible and required to utilize dump trucks in order to be self-sufficient.
- 4.5 Welders will operate as a separate group within Auxiliary Operations, as will the Dump / Plate Truck Operations.
- 4.6 The movement of, and assignment of work to dump trucks and plate/pipe delivery vehicles will be performed by bargaining unit logistic coordinators.

## Attachment V

## 4.7 The Auxiliary Operations schedule of wages is as follows:

	5	4	3	2	1
Auxiliary Ops A	\$39.582	\$37.151	\$32.064		
Auxiliary Ops B	\$30.323	\$28.010	\$25.694		
Pipe Handler	\$17.353				

**Rules of Progression**

- Field Trainer is not a progression position within Auxiliary Operations but is managed within the Auxiliary Operations schedule of wages
- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification.
- Automatic progression from Auxiliary Ops B to Auxiliary Ops A.
- Employees entering the Auxiliary Ops B classification will be required to obtain their CDL B or A license within sixty (60) days of entering the classification unless such delay is caused by Company training or scheduling issues.
- Step progressions will be on an annual basis
- Pipe handlers assigned to Auxiliary Operations will be eligible for night and weekend shifts upon completion of basic safety training.
- Employees will be hired into the Pipe Handler position at 100% of the wage rate.

**5. Damage Prevention**

- 5.1 The Company will implement a phased implementation of the use of outside contractors to perform locating (see attached hybrid model). Such use will be outside the scope of Article XIII Section 4 Outside Contractor language of the CBA. No changes will be made to this model unless mutually agreed between the Company and Union.
- 5.2 Eleven (11) additional employees will be polled into the A Inspector classification and be assigned to Construction to perform contractor oversight duties as well as pre-inspection of capital and customer driven construction work. Total staffing assigned to contractor oversight upon completion of the phased implementation will be fourteen (14).
- 5.3 The Damage Prevention group has been created to encompass Dig Safe locates and follow-ups, inspection services, premarking / re-premarking, and verifying and correcting gas facility data
- 5.4 Damage Prevention is a separate group composed of Inspectors C, B, and A and will maintain its own overtime lists, backfilling of vacancies, call-in lists, and off-hour coverage.
- 5.5 Staffing for Damage Prevention and assignments to contractor oversight will be as follows:

<i>Location</i>	<i>Insp. A- DPG</i>	<i>Insp. A- Construct</i>	<i>Insp. B - DPG</i>	<i>Total</i>	<i>Variance from As-Is:</i>
Boston	6	5	6	17	+3
Braintree	5	4	4	13	
Waltham	6	5	4	14	-3
<b>Total:</b>	<b>17</b>	<b>14</b>	<b>14</b>	<b>45</b>	<b>0</b>

- 5.6 The performance of off-hours emergency locates, defined as emergency locates received between the hours of 06:01PM and 05:59AM Monday-Friday, and any emergency locates during weekends or holidays, will be performed by Local 12003.

## Attachment V

- 5.7 The existing position of Assistant District Inspector has been eliminated. Two-person mark-out assignments will be at the discretion of the Company and the first option will be to assign light-duty personnel as the second person.
- 5.8 All job duties will be performed across the group based on workload.
- 5.9 L12003 Damage Prevention employees will have responsibility for re-premarking. However, the Company may assign L12003 limited duty personnel without restrictions as to volume of jobs or employees assigned.

5.10 The Damage Prevention schedule of wages is as follows:

Title	4	3	2	1
Ops & Construct <i>Inspector A</i>	41.835	40.616		
Ops & Construct <i>Inspector B</i>	39.474	34.850		
Ops & Construct <i>Inspector C</i>	33.979	31.020	28.210	24.775

Rules of Progression

- Internal candidates posting for entrance into the department will be required to pass qualification tests as determined by the Company.
- Company will determine the number of employees within each classification.
- No automatic progression between classifications
- Step progressions will be on an annual basis

## 6. Staffing & Assignments

- 6.1 Staffing levels shall be as follows: 299  
Construction: 69  
Maintain/Damage Prevention/Auxiliary Operations: 230
- 6.2 All work activities will be assigned by management (e.g. Resource Planner, Supervisor, or other position titles responsible for work activities).
- 6.3 At the discretion of management, maintenance work may be assigned to construction personnel, and vice-versa, in order to increase efficiency, reduce non-productive time and to handle workload fluctuations.
- 6.4 Each of the respective operating yards and subgroup (Construction & Maintenance, Damage Prevention, and Auxiliary Operations) have conducted an initial seniority-based placement of personnel.
- a.) For polling into Damage Prevention, preference will be given to qualified, medically ended personnel.
  - b.) Vacancies will be polled and then posted.
  - c.) Unless there is a vacancy, incumbents cannot be displaced during annual polling.
  - d.) Once polled for the yard, Construction and Maintenance placements will remain until the next annual polling.
  - e.) The need to fill permanent vacancies above the staffing level will be determined by the Company

Attachment V

- 6.5 The size and composition of crews within a yard will be appropriate to the job and based on workload as determined by the Company. In determining crew staffing, 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.
- 6.6 Typical crew makeup will be as follows:
- a.) Four-person:
    - A, B, C, Pipe Handler
    - A, B, C, Temp
    - A, B, C, C
  - b.) Three-person:
    - A, B, C
    - A, B, Pipe Handler
    - A, B, Temp
  - c.) Two-person:
    - A, B
    - A,C (with working upgrade to B)
  - d.) Two-person (handwork)
    - A, B
    - A, C
    - A, Pipe Handler or Temporary Pipe Handler
    - B, C
    - B, Pipe Handler or Temporary Pipe Handler
- 6.7 Two-person (handwork) referred to in d.) above includes the following:
- a. Meter protection
  - b. Anodes to risers (in paved areas)
  - c. Gate boxes (locate, raise, clean, install)
  - d. Leak pinpointing (lead will be A Technician)
  - e. Aerating (when more than one (1) person is needed)
  - f. Primary valve inspections (lead will be A Technician)
- 6.8 In Construction and Maintenance, initial assignment will establish employees with a yard and a shift.
- 6.9 All second, third, weekend and holiday shifts will be staffed with three (3) people.
- 6.10 Shift Crews will be assigned to a yard and will respond to emergencies throughout the service territory.
- 6.11 Shift crews, main crews, and shoring crews will not be permitted on off-hour coverage.
- 6.12 In the event that the Company schedules overtime in the Maintenance group on weekends, the shift crews will not be excluded from polling for scheduled overtime to be worked on their day off.
- 6.13 Relieving of crews will be at management's discretion based on efficiency, rather than low overtime. Any relief process will be done within the yard first before consideration is given to relieving in another yard.

Attachment V

- 6.14 At the discretion of Management, the filling of shifts due to absences, vacations and illnesses will be filled within the yard and within each subgroup (Construction and Maintenance, Damage Prevention, and Auxiliary Operations) separately.
- 6.15 The polling for and filling of shifts described in 5.13 above will be performed by either management or designated bargaining unit employee within each yard.
- 6.16 The filling of shift vacancies will not be performed by personnel on off-hour coverage or assigned to AET.
- 6.17 At the discretion of Management, all temporary vacancies in the yard may be filled within the yard within each subgroup (Construction and Maintenance, Damage Prevention, and Auxiliary Operations) first using class seniority and then will be on an upgrade and then downgrade basis, as determined by the Company.
- 6.18 The polling for and filling of temporary vacancies described in 5.16 above will be performed by management or designated bargaining unit employee within each yard.
- 6.19 The following rule will apply for non-emergency re-assignments to other reporting locations;
- a.) Forty-eight (48) hour notification will be given to personnel when changing their reporting location.
  - b.) Reporting location changes with less than forty-eight (48) hours' notice will be paid at time and one-half (1.5x) for the first eight (8) hours.
  - c.) Employees within the applicable classification(s) will be polled by classification seniority. If there are no volunteers, the junior qualified employees by classification seniority will be forced to fill the position.
- 6.20 For Saturday overtime, if the Company calls off work on Saturday AM due to inclement weather, the Company has no financial (wage) obligation.
- 6.21 Employees who have medical restrictions that preclude them from performing regular work activities at the time of polling will be handled as follows:
- a.) will bid for a yard and a day shift
  - b.) cannot be bumped out of that yard
  - c.) cannot bump anyone off shift
  - d.) cannot bid until the next polling
- 6.22 To contend with winter weather conditions (frost and snow), the Company will convert 2-person crews to 3-person crews and 1-person work to 2-person crews during the period January 1 through March 31. Following current practice, 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.
- 6.23 In the event of favorable crew productivity, permits, maintenance workload and weather conditions, the Company will continue construction activities for as long as conditions allow. Staffing and assignments in the event of these conditions will be at the discretion of the Company.

Attachment V

6.24 During periods of inclement weather, the Company will assign work activities to its Construction, Maintenance, and Damage Prevention work forces that it performed indoors. Employees may be trained to perform the following activities:

- a.) Miscellaneous records review
- b.) Meter read verification
- c.) Inside atmospheric corrosion inspections on bare steel high pressure inside services

This Agreement supersedes all previous Agreements covering construction, maintenance, auxiliary operations, and damage prevention activities within Local 12003 and becomes the working document for these areas effective upon ratification of the collective bargaining agreement.



Attachment V

2012 CONTRACT NEGOTIATIONS

NATIONAL GRID  
and  
LOCAL 12003, USW, AFL-CIO-CLC

DPG HYBRID MODEL

*As-Is Staffing*

<u>Location</u>	<u>Insp. A-DPG</u>	<u>Insp. A-Const.</u>	<u>Insp. B-DPG</u>	<u>Total:</u>
Boston	6	1	7	14
Braintree	5	1	7	13
Waltham	6	1	11	18
<b>Total:</b>	<b>17</b>	<b>3</b>	<b>25</b>	<b>45</b>

*\*Depicts current staffing including Contractor Oversight inspection*

*Proposed End State Staffing*

<u>Location</u>	<u>Insp. A-DPG</u>	<u>Insp. A-Construct</u>	<u>Insp. B-DPG</u>	<u>Total</u>	<u>Variance from As-Is:</u>
Boston	6	5	6	17	+3
Braintree	5	4	4	13	
Waltham	6	5	4	15	-3
<b>Total:</b>	<b>17</b>	<b>14</b>	<b>14</b>	<b>45</b>	<b>-</b>

*Note: Phased implementation during 2012*

**Changes**

- 11 additional A Inspectors and 11 less B Inspectors

**Staffing is:**

- 3 Inspector A-Const
- 17 Inspector A-DPG
- 25 Inspector B-DPG
- 45 12003 DPG Personnel

**Proposed Staffing is:**

- 17 Inspector A-DPG
- 14 Inspector A-Construct
- 14 Inspector B-DPG
- 45 12003 DPG Personnel

The disbursement of tickets between L12003 and external resources will be as described below and will not change unless otherwise mutually agreed by the Company and Union.  
L12003 will perform facility locating in the following municipalities:

Outside contractor resources will have primary responsibility for the following towns. The Company may assign problem locates or other tickets to L12003 at its discretion. The Company will assign off-hour emergency locates, defined as tickets received between the hours of 6:01PM and 5:59AM Monday-Friday and all emergencies received on Saturday, Sunday or Holidays to L12003 :

Attachment VII

**NATIONAL GRID / 12003**  
**AUXILIARY OPERATIONS CREW SUPPORT AGREEMENT**

This agreement is between National Grid (The Company) and Local No. 12003 of the United Steelworkers (The "Union") pertaining to the implementation of the solution of the crew support synchronization project, which is an effort to better support the needs of our field crews (hereinafter referred to as the "Agreement").

**KEY OBJECTIVES**

1. Increase productivity of Local 12003 crews performing construction work by eliminating dependency on Auxiliary Operations field support. (Crews self-serviced)
2. Increase productivity of Local 12003 crews by improving service ratios of support vehicles to field crews. (Increased staffing)
3. Create and staff new Auxiliary Operations Logistics Coordinator roles, primarily focused on effective and efficient coordination of support for field crews utilizing technology.
4. Increase productivity of Local 12003 Auxiliary Operations drivers by providing an appropriate mix of vehicle sizes to provide efficient service to crews.
5. Develop and implement vacancy backfill capability to maintain appropriate driver to crew ratios.

**STAFFING**

The Company agreed and hired additional staffing and resource allocation for Auxiliary Operations as follows:

Aux Ops Logistics Coordinators	5
Aux Ops B Drivers	5
Aux Ops Pipehandlers	1
C&M Pipehandlers	5
<b>Incremental C&amp;M Pipehandlers</b>	<b>12*</b>

*\*11 of 12 PH hired September 20, 2015*

- 1) Initial staffing of the Auxiliary Ops Logistics Coordinators will occur as follows:
  - a. Five Aux Ops Logistic Coordinators positions will initially be filled by polling, interviewing and selecting qualified candidates from Dispatch per the Collective Bargaining Agreement.
  - b. At the conclusion of the Polling Process should any vacancies remain, the Company will fill those vacancies per Section 2) below.
- 2) Permanent vacancies of Logistic Coordinators will be filled by polling, interviewing and selecting qualified candidates from either Auxiliary Ops or Gas Distribution per the Collective Bargaining Agreement.

Attachment VII

**GENERAL PROVISIONS**

- 1) Pay rate for Logistic Coordinator will be \$41.582 per hour.
- 2) Logistics Coordinators initial work location will be 201 Rivermoor Street West Roxbury.
- 3) The movement and assignment of work to Auxiliary Operations will be performed by Auxiliary Operations Logistics Coordinators. Shifts to be determined and published in conjunction with polling.
- 4) Properly licensed crews members assigned to growth services (and Leominster MSF) will be eligible and required to utilize dump trucks in order to be self-sufficient.
- 5) At the discretion of Management, temporary Logistics Coordinator vacancies due to absence, illness, and vacation, etc. may be filled by a predetermined backfill list from within Auxiliary Operations that does not include TRAs, FTs, and Welders.
- 6) At the discretion of Management, temporary Auxiliary Operations driver vacancies due to absence, illness, and vacation, etc. may be filled by a predetermined backfill list of qualified drivers from within Gas Distribution crews that does not include Damage Prevention.
- 7) Overtime shifts offered for Auxiliary Operations Logistics Coordinator roles will be filled by Coordinators by low-overtime, then by low-overtime from a predetermined backfill list from within Auxiliary Operations that does not include TRAs, FTs, and Welders.
- 8) Auxiliary Operations will create and maintain a list of qualified drivers from Distribution crew personnel for the purpose of backfilling temporary vacancies or absences at the Company's discretion. The use of crew personnel for such backfilling would occur simultaneously with available Aux Ops drivers being offered.
- 9) The Company will provide/coordinate necessary CDL training for current field crew members.

**TRANSITION PERIOD**

- 1) The parties agree to meet and discuss a transition period to permanently staff the Logistics Coordinator positions. During this transition current Dispatchers acting as Logistic Coordinators in the pilot program will remain in place until the permanent logistic coordinators are selected, trained and assigned.
- 2) The four current Dispatchers acting as Logistic Coordinators during the pilot program will be polled per their Dispatch seniority for the permanent Logistic Coordinator positions as described above. Temporary Pilot Logistics Coordinators not being selected will be returned to Dispatch.
- 3) Any resultant excess staffing within dispatch will be handled as per the collective bargaining agreement.

**MEASUREMENT**

- o Driver to Crew ratios
- o Crew process compliance (lead time)
- o Trips per work order
- o Average Jobs per Crew per Day
- o Appointment time met
- o Averages dump truck miles driven per work orders completed
- o Productivity Metrics

Attachment VII

The Company will establish performance and productivity targets and will communicate same to assigned resources.

The Company and the Union will monitor the performance and review the results on a regular basis. If targets are not being achieved, the Company and the Union agree to engage in cooperative efforts to make necessary performance improvements.

**TRAINING**

The Company will provide training to Local 12003 employees on the following:

- Coordinators**
  - Standard operating procedures
- Auxiliary Operations Drivers**
  - CDL A or B Licenses
- C&M Crew members**
  - CDL A or B Licenses
- C&M Crew leaders**
  - New process steps
- Off-Hour Dispatchers**
  - Late-night assignment of trucks

**LOCAL 12003, USW**

Department: Auxiliary Operations

Position: Logistics Coordinator

Wage: 41.582

**Qualifications:**

- Minimum 5 years' experience working in C&M and/or Dispatch
- Demonstrate strong knowledge of driver and crew working processes.
- Must possess and demonstrate adequate computer skills
- Must demonstrate an ability to learn new skills as they pertain to using technology to drive performance.
- 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.
- D.O.T. drug testing is a requirement for this position.

**Job Duties:**

- Coordinate work assignments through various technologies (MDSI Advantex, GPS, Phone, etc.) to maximize efficiency of field resources and ensure timely execution of work orders within appropriate time frames.
- Effective direction of auxiliary operations field resources and workload to maximize efficiency of field resources, minimize field costs, and ensure timely execution of work orders within appropriate time frames.
- Proactively contact field crews to verify necessary support throughout the shift, and schedule delivery of service prior to- or at- the time required by the crew.
- Maintain a working knowledge of the current locations of all C&M crews and all on-duty Auxiliary Operations drivers.
- Maintain a working knowledge of all C&M crews' daily assigned work location and the type of work being performed by each crew. Understand the likely services needed by each C&M crew based on work type and information gathered from discussions with the crews and supervisors.
- Monitor daily performance and take action to ensure that key metrics are met. Share metrics and measures with Union and Management personnel as necessary.
- Perform polling to fill vacancies and overtime shifts of Auxiliary Operations roles when directed (combination of manual and/or automated phone calls).
- Required to work overtime as needed to coordinate field support resulting from increased crews working past shift end.

LOCAL 12003, USW

Department: Damage Prevention & Inspection

Position: Inspector A

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 pass DOT physical
- Must have valid driver's license.
- Must qualify under the Federal Mandated Operator Qualification requirements.
- Must be able to read and comprehend specifications and company drawings, work with minimal supervision and provide direction to Company Contractors on behalf of Construction Supervision
- D.O.T. drug testing is a requirement for this position.

Job Duties:

- Perform inspections of 3<sup>rd</sup> party excavators as required by company procedures
- Perform gate box inspections
- Conduct misc. (paving) inspections as needed
- Perform blasting inspections
- Perform inspections of Company contractors
- Act as Company representative for layout and inspection according to Company specifications and drawings for work performed by contractors on behalf of National Grid as directed
- Review for accuracy and completeness as directed by Management all contractor paperwork, including as-built drawings, daily work orders and air tests
- Report any deviation from Company standards to the appropriate Contractor Oversight Supervisor
- Work under the general supervision, and direction, of the Supervisor, Contractor Oversight
- Perform all the duties of lower classifications as required

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LOCAL 12003, USW

LOCAL 12003, USW

Department: Damage Prevention & Inspection

Position: Inspector B

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 pass DOT physical
- Must qualify under the Federal Mandated Operator Qualification requirements.
- Must have valid driver's license.
- D.O.T. drug testing is a requirement for this position.

Job Duties:

- Complete follow-up inspections on cast iron encroachments
- Act as liaison between Company and Contractors working near gas installations and be able to advise contractors of necessary precautions to prevent damage to Company facilities
- Assist with problem locate resolution (Task may also be performed by Management)
- Locate, mark out or expose Company facilities in accordance with Digsafe laws and company procedures
- Pre-construction inspection of service replacement and new service installations.
- Initiate field corrections to maps and records when required (Records Correction)
- Report immediately to the Company any unsafe field excavation practices by 3<sup>rd</sup> party contractors
- Perform all the duties of lower classifications as required

LOCAL 12003, USW

LOCAL 12003, USW

Department: Damage Prevention & Inspection

Position: Inspector C

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 communicate effectively with internal and external customers
- Must pass DOT physical
- Must have valid driver's license.
- Must qualify under the Federal Mandated Operator Qualification requirements.
- Must be an approved driver of Company trucks.
- D.O.T. drug testing is a requirement for this position.

Job Duties:

- Learn and assist in duties of higher classification so as to qualify for promotion or upgrade
- Utilize various locating equipment including, but not limited to, pipe locators, box locators and leak detection equipment
- Pre-mark scheduled maintenance and construction tasks (No exclusivity)
- Performs patch inspections per National Grid policies and procedures
- Interact with customers and municipal officials on restoration complaints (Shared duty with management)
- Responsible for timely and accurate documentation of field activities
- Perform hand digging to locate facilities
- Assist Electric Operations as required performing "wires down" standby and/or perform other activities similar in nature to activities performed within classification in Gas Operations.
- Assist other Inspector Classifications as needed

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LOCAL 12003, USW



Health Plan Options 2017 - 2018

In Network (as shown) <u>Out of Network</u> Coinsurance: PPO 80%, CDHP 70%	2016 PPO Current	2017 PPO	2017 HMO TERM	2017 - 2018 CDHP	2018 PPO
<b>Deductible</b>	None	None		\$1,550/\$3,100	None
<b>OOPM (inc. deductible, Coinsurance, medical &amp; RX copays)</b>	\$6,350/\$12,700	\$6,350/\$12,700		\$2,700/\$5,400	\$6,350/\$12,700
<b>Co-insurance</b>	100%	100%		90%	100%
<b>Office visit (PCP/SPC)</b>	\$15/\$20	<b>\$20/\$25</b>		90% after deductible	<b>\$25/\$30</b>
<b>Preventive Care</b>	100%	100%		100%	100%
<b>Labs, X-Rays, Diagnostic Test</b>	100%	100%		90% after deductible	100%
<b>Emergency</b>	\$50 copay	<b>\$100 copay</b>		90% after deductible	\$100 copay
<b>Inpatient Hospital</b>	100%	100%		90% after deductible	100%
<b>Outpatient Surgery</b>	100%	100%		90% after deductible	100%
<b>Rx Copays (no deductible except CDHP) (2x mail)</b>	\$10/\$25/\$40	<b>\$10/\$30/\$50</b>		90% after deductible	\$10/\$30/\$50
<b>HSA Seed*</b>	N/A	N/A		\$750/\$1,500*	N/A
<b>Employee Contributions</b>	20%	20%		10%	20%