

K# 7943

**AGREEMENT**

*Between*

**NSTAR Electric & Gas Corporation**

*and*

**Utility Workers Union Of America, A.F.L. - C.I.O.**

*and*

**Local No. 369, U.W.U.A., A.F.L. - C.I.O.**

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**PRODUCTION & MAINTENANCE AND  
OFFICE-TECHNICAL & PROFESSIONAL UNIT**

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*Dated: January 16, 2007*



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AGREEMENT made and entered into this 29th day of May 2005 by and between the NSTAR Electric & Gas Corporation (NSTAR), a Massachusetts corporation hereinafter referred to as the "Company", and the Utility Workers Union of America, hereinafter referred to as the "Union", affiliated with the A.F.L.-C.I.O., and Local Union No. 369, U.W.U.A., A.F.L.-C.I.O., hereinafter referred to as the "Local".

WITNESSETH THAT the Company and the Union and the Local agree as follows:

**PART ONE  
GENERAL PROVISIONS**

**ARTICLE I**

**Recognition and Representation**

1. The Company recognizes the Union and the Local as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment of all employees of the Company in the Production & Maintenance and Office-Technical & Professional Unit, established by the merger of the following: the former Utility Workers Union of America, A.F.L.-C.I.O., Local 392 (Production, Maintenance and Clerical Employees) certified by the National Labor Relations Board in Cases No. 1-RC-2422 on October 3, 1951 and No. 1-RC-17675 on August 9, 1982; and the former Utility Workers Union of America, A.F.L.-C.I.O., Local 387 (Office-Technical and Professional Employees) established by the merger of the former Professional Unit, certified by the National Labor Relations Board in Case No. 1-RM-85 on July 17, 1950 and the former Office and Clerical Unit, certified by the National Labor Relations Board in Case No. 1-RC-1638 on August 3, 1950; and the former Brotherhood of Utility Workers of New England, Inc. Local 333 (New Bedford District) as certified by the National Labor Relations Board in Case No. 1-R 1725 on January 3, 1944; and the former Brotherhood of Utility Workers of New England, Inc. Local 338 (Plymouth District) as certified by the National Labor Relations Board in Case No. 1-R-1717 on January 11, 1944; and the former Brotherhood of Utility Workers of New England, Inc. Local 339 (Cape & Vineyard District) as certified by the National Labor Relations Board; and the former Production and Maintenance Unit as certified by the National Labor Relations Board in Case No. 1-RC-1368 on June 29, 1950, as amended by direction of said Board on April 20, 1955. Person(s) employed by the Company who, it is agreed, are represented by the Union under the foregoing certifications are those now or hereafter holding the job titles listed in either Schedule A-P&M or Schedule A-OT&P annexed. If, when new job titles are created or the duties of the incumbents of present job titles are changed, there shall be a disagreement whether an incumbent is or is not eligible for representation by the Union under any of the foregoing job titles, the question shall be decided under the Grievance Procedure in Article XXXIV and the provisions for Arbitration under Article XXXV. The term "employee" or "employees" as used in this Agreement means a person or persons employed by the Company in said Production & Maintenance and Office-Technical & Professional Unit.

2. The term "probationary employee", as used in this Agreement, means a newly-hired employee during the first six (6) months of continuous employment by the Company during which period the Company will determine the suitability of such new employee for acceptance as a regular employee. If such employee is released by the Company for any reason during such period, such actions will not be subject to the Grievance Procedure in Article XXXIV and the provisions for Arbitration under Article XXXV. Otherwise, the probationary employee will be covered by this agreement and will have the full benefit of the Grievance Procedure and the provisions for Arbitration. Upon becoming a regular employee, he/she will be placed on the appropriate roster and his/her seniority determined in accordance with Article XVII.
3. The Company (meaning, for the purposes of this Agreement, NSTAR and all subsidiaries) agrees that the Company will remain entirely neutral with regard to any future UWUA organizing efforts neither opposing, expressing an opinion nor aiding the Union in its ongoing efforts.  
In addition, with prior consultation with the Director of Employee & Labor Relations, the Union shall have reasonable access for communications to employees in a manner which does not disrupt operations.

## ARTICLE II

### Union Membership

1. The Company agrees that it will require, as a condition of employment, that all probationary and regular employees now employed or hereafter employed under job titles subject to this Agreement or hereafter transferred to such job titles shall become members of the Union and shall continue as members thereafter so long as this Agreement is in effect, except as follows:
  - a. Employees who, because of entering into the military service of the United States prior to the date hereof, have left the employ of the Company and have been or shall be re-employed in accordance with the provisions of law to the extent that this exception is required by law;
  - b. Present employees during the period of one (1) month after the date of this Agreement;
  - c. Probationary employees employed hereafter during the first month or (30) days of their employment as such, whichever shall be longer;
  - d. Employees regularly employed on a part-time basis, paid by the hour and working not more than twenty (20) hours per week except for Customer Service Representatives (CSR's) working under twenty (20) hours per week;
  - e. If a steam plant or electric plant or other business is hereafter acquired by the Company, employees of the former owner to the extent that the Company may, in order to effect such acquisition, be obligated to assume any legal obligations as to such employees inconsistent with these Union membership requirements;
  - f. Employees with respect to whom the Company has reasonable grounds for believing (1) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

2. If an employee shall become subject to discharge by the Company because of the foregoing provisions as to membership in the Union, the questions whether such discharge is justifiable or required under all the circumstances and is lawful shall be decided (if the Company or the Union requests, but without prejudice to such other rights as the employee may have) in accordance with the Grievance Procedure in Article XXXIV and the provisions for Arbitration in Article XXXV.
3. Any employee subject to the foregoing requirements as to Union membership who is transferred or promoted to a job title which is not subject to those requirements shall have the privilege of withdrawing from the Union membership; and the Union and the Local agree that such withdrawal shall not prevent any such employee from retaining employment in the event that thereafter the employee is transferred back to his/her former rating. The seniority status of such an employee transferred back shall be determined by mutual agreement between the parties hereto.

#### **ARTICLE III**

##### **Payroll Deductions**

1. The Company will recognize assignments to the Local of wages of employees for payment of their membership dues each week and for payment of initiation and other fees when made in accordance with the provisions of Section 302(c)(4) of the Labor Management Relations Act of June 23, 1947 (Public Law 101, 80<sup>th</sup> Congress) and of Section 8 of Chapter 154 of the General Laws (Ter. Ed.) of Massachusetts, and the Company will remit such membership dues to the Union or Local as directed by the Union.
2. The Company agrees to deduct such dues, initiation and other fees each week for each employee to whom any earned wages are due, unless his/her assignment of wages provides that such deductions be made at some other time. When wages for that week are payable in advance for vacation purposes, the deduction will be made from the advanced wages for that week.

#### **ARTICLE IV**

##### **Mutual Obligations**

The Company recognizes an obligation to promote good employee relations by maintaining rates of pay, wages, hours of employment and other conditions of employment that are equitable, reasonable and fair; and the Union and the Local recognize the obligation of the Company to furnish adequate uninterrupted service to the public and to maintain such earnings as will enable the Company adequately to perform its duties. The Company will not discriminate against an employee because of his/her membership in or his/her lawful activity on behalf of the Union. Neither the Company nor the Local will unlawfully discriminate against an employee on the basis of gender, color, race, religion, age, ancestry, national origin, creed, sexual orientation, citizenship, genetic information, mental or physical disability, or veteran status.

**ARTICLE V**  
**Management Rights**

1. The Union and the Local recognize the right and power of the Company to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, demote or discharge employees; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to stagger employment when required because of lack of work or curtailment of work; and generally to control and supervise the Company's operations and to exercise the other customary functions of Management in carrying on its business without hindrance of interference by the Union, the Local or by employees. If the Local claims that the Company has exercised the right to suspend, discipline, demote or discharge employees in an unjust or unreasonable manner, such claims shall be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV. If the 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 Procedure in Article XXXIV and Arbitration under Article XXXV.
2. The Company, the Union and the Local recognize the responsibility of the employees to comply with reasonable rules, regulations and practices prescribed by the Company.

**ARTICLE VI**  
**No Strikes or Lockouts**

1. Recognizing that the Company, as a public utility, is under a paramount duty of providing continuous service in the interest of health, safety and convenience of the community it serves, the Company, the Union and the Local agree that the strikes and lockouts are undesirable means of settling disputes between them. The Company agrees that there will be no lockout of the employees during the terms of this Agreement or during any period of time while negotiations are in progress between the parties for a continuance or renewal of it. The Union and the Local agree that, during said term and any such period of negotiation, neither the Union, nor the Local, nor the employees will cause or participate, directly or indirectly, in any strike or in any retarding or stopping of work or picketing for any cause whatsoever.
2. The Union and the Local agree that, in the event of any unauthorized strike or retarding or stopping of work or picketing, it will cooperate with the Company in getting the employees to return to, and remain at, work and in securing a termination of any unauthorized strike or retarding or stopping of work or picketing in violation of the provisions of this Article. The Union and the Local recognize the right of the Company to take disciplinary action, including discharge, against any employees who engage in any strike, intentional retarding or stopping of work or picketing in violation of the provisions of this Article.
3. The Company agrees that, in the event of an unauthorized strike, retarding or stopping of work or picketing on the part of any of the employees during the life of this Agreement or during any period of time while negotiations are in progress between the parties for a continuance or renewal of it, there shall be no liability on the part of the Union or the Local or on the part of any of their officers, agents or members who do not participate therein provided that the Union or the Local or their officers, agents and members take the action specified in the foregoing paragraph.

4. The Company agrees that it shall not compel employees covered by this Agreement to cross any picket line that may be established on or around customers' premises as a result of a labor dispute. However, the Union and the Local, realizing the Company's obligation to maintain uninterrupted service, will attempt to obtain permission from the striking Union for safe passage through such picket line whenever necessary.

#### **ARTICLE VII**

##### **Emergencies Declared by Chief Executive Officer**

*In cases of emergency, the existence of which is declared by the Chief Executive Officer, or in his/her absence by a designated alternate, the Company will notify an officer of the Local immediately. During the period of such emergency, the Company may suspend any or all of the job specifications, and employees may be assigned to serve the best interest of the Company. Any question regarding the proper pay of an employee while performing, during such an emergency, duties not consistent with his/her regular job specification shall be submitted in writing to the Company no later than thirty (30) days after the Company notifies an officer of the Local of the termination of such emergency. Such question shall be reviewed by a committee consisting of two (2) members designated by the Local and two (2) members designated by the Company; and if they are unable to agree, the question, provided it was so submitted but not otherwise, shall be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV.*

#### **ARTICLE VIII**

##### **Union Activities**

1. Employees shall not engage in Union activities during working hours or on Company property except with the consent of the Director of Employee & Labor Relations, or his/her designated representative, upon request of the President, Vice President or Secretary-Treasurer of the Local or any other member of the Local duly authorized by its President.
2. The Director of Employee & Labor Relations, or his/her designated representative, shall give such consent, including permission for accredited representatives of the Local, to visit work locations during working hours in connection with matters arising out of this Agreement when such consent may, in the judgment of the Director of Employee & Labor Relations, or his/her designated representative, be given without serious interference with the work. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.
3. The fulltime representatives, acting as Business Agent, Secretary-Treasurer and President of the Local, or a designated alternate, will, upon proper identification, have the right to visit any specified work location where members of the Local are at work after securing permission from the Director of Employee & Labor Relations or his/her designated representative. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.
4. The Union Steward at the work location, after arranging with his/her supervisor, may confer at reasonable times and for reasonable periods with employees or with his/her supervisor concerning grievances provided there is no serious interference with the work.



5. Upon request of the President or Secretary-Treasurer of the Local to the Director of Employee & Labor Relations, the Company will, on reasonable notice and so far as the exigencies of its business permit, allow up to forty (40) employees (but at any one time not more than three (3) employees from any one division of the Company) time off, without loss of seniority but without pay, to attend business or committee meetings or conventions of the Union or affiliate.
6. Upon written request of the Secretary-Treasurer of the Local to the Director of Employee & Labor Relations, the Company shall grant a leave of absence for a period of three (3) years to the full-time representatives acting as Business Agent, Secretary-Treasurer and President of the Local. Upon re-instatement, they will retain the same company and department seniority and seniority on the ratings that they would have had if they had not been on leave of absence. Upon their permanent promotion to the next higher rating on the job progression chart showing the ratings held by them at the time of their leave of absence, they shall advance on said next higher rating to the roster position they would have had:
  - a. if they would have been promoted to said next higher rating during the period of their leave of absence had they not taken such leave; and
  - b. if they are found qualified by fitness and ability and are promoted at the time when the first vacancy occurs after their return from leave of absence.
7. Upon the request of the President of the National Union, or his/her designated alternate, to the Director of Employee & Labor Relations, the Company shall grant a leave of absence for a period not to exceed one (1) year to not more than ten (10) employees (but at any one time not more than two (2) from any one division of the Company) for Local or National Union activity.
8. In case of any leave of absence authorized by the Director of Employee & Labor Relations, or his/her designated representative, extending over a period of four (4) consecutive weeks, participation in the Company's group insurance, retirement, and hospitalization and surgical benefit plans shall be a subject of special arrangement with the Director of Employee & Labor Relations, or his/her designated representative. The Company will not pay any part of the cost of such participation.
9. Any employee granted a leave of absence under this Article shall, at the expiration of his/her leave of absence, be required to submit to a physical examination by the Company's Medical Director; but, irrespective of the result of such examination, he/she will be re-instated in accordance with his/her seniority.
10. The Company shall, upon request of the Local, furnish to the individual designated to the Company by the Secretary-Treasurer of the Local information with respect to the rates of pay, wages, hours of employment and other conditions of employment of any employee.
11. The Company agrees to permit the Local to use designated Company bulletin boards for posting notices dealing with official union business provided that, in the opinion of the Director of Employee & Labor Relations, or his/her designated representative, such notices are non-controversial in nature and do not adversely affect the best interests of the Company.

#### **ARTICLE IX**

##### **Conformation to Laws, Regulations and Orders**

1. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions having jurisdiction. If any of said laws, regulations, rulings or orders shall conflict with any provisions of this Agreement, the parties shall confer in an effort to negotiate a lawful substitution or modification; but, if as a result of such conference no substitution or modification is agreed upon, the disagreement shall not affect the remaining provisions of this Agreement and shall not constitute a question subject to the Grievance Procedure in Article XXXIV or Arbitration under Article XXXV.
2. Nothing in this Agreement shall be deemed to require the Company, the Union or the Local to commit an unfair labor practice or other act that is forbidden by, or is an offense under, existing or future laws affecting the relations of the Company with its employees.

#### **PART TWO**

##### **WORK DAY, WORK WEEK AND WORK SCHEDULES**

#### **ARTICLE X**

##### **Work Day and Work Week**

1. The work day shall consist of eight (8) hours and the work week shall consist of five (5) days of eight (8) hours each.
2. For non-shift employees, the working hours will be included between approximately 7:00 a.m. and 6:00 p.m. and normally the five (5) regular work days will be Monday through Friday. For the purpose of this Agreement, "non-shift employees" are defined as those whose posted schedules specify work on any five (5) days of the calendar week between the hours stated in the preceding sentence, and all other employees are defined as "shift employees".
3. The present established practice in applying paragraph 2 with respect to scheduling employees as shown on Stipulation #4 shall not be changed unless such changes are mutually agreed to.
4. The Union and the Local agree that the limitations on scheduling contained in this Article shall not apply to employees assigned to ordinary maintenance and repair work formerly performed by contractors outside the hours specified for non-shift employees as defined in paragraph 2 of this Article.
5. It is understood and agreed that, if present operating conditions change or if technological improvements change existing equipment or introduce new equipment to such an extent as to justify the Company changing the present Monday through Friday schedules, the Company shall submit the changes to the Local for approval. If the proposed changes do not meet with the Local's approval, the issue shall be settled in the Grievance Procedure in Article XXXIV and by Arbitration under Article XXXV.

**ARTICLE XI**  
**Work Schedules**

Work schedules shall be posted by departments for all employees in accordance with the following rules:

1. Department work schedules for employees shall be posted for each four (4) week period in final form as described below. They shall specify the times at which the scheduled employees begin and end each work day and shall specify the normal work days (in forty (40) hour weeks), and the normal days off for the period.
2. The hours of a work day, as posted, shall be consecutive, except for time out for meals; but in positions where the nature of the work requires continuous operation, eight (8) consecutive hours may be worked, during which lunch may be eaten without interruption to service or deduction in pay. Such time out for meals, in those operations where time is usually taken out for meals, shall commence not less than four (4) or more than five (5) hours after the scheduled starting time.
3. The Company work week shall be the calendar week commencing on Sunday at 12:00 a.m. and two (2) of an employee's normal days off shall be consecutive for at least three (3) times in every twenty-eight (28) days.
4. Schedules for the employees concerned shall be posted in final form no later than 3:00 p.m. on the Wednesday before the period starts and shall be submitted to the Local's interested steward or stewards no later than 3:00 p.m. on the preceding Wednesday.
5. In the event of a disagreement between the steward or stewards and the manager regarding any feature of a final schedule not settled under the provisions of Article X, such schedule shall become effective when posted, but thereafter, the disagreement may be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV.
6. The following shall not constitute a change in the final posted schedule:
  - a. A change of forty-five (45) minutes or less of the time for starting and ending one or more work days from the times posted in the applicable work schedule.
  - b. Hours worked in lieu of posted hours at the request of, or to suit the convenience of, the employees.
  - c. A change in hours of work incident to a permanent promotion of the employee.
7. Departures from the regular daily assignments may be made for the convenience of an employee with the consent of the Company subject to the provisions of paragraph 6(b) of this Article.
8. The Company will endeavor to distribute Saturday and Sunday work equitably among the employees at a given work location engaged in the grade of work for which Saturday and Sunday scheduled work assignments are required.

**PART THREE  
COMPENSATION OF EMPLOYEES**

**ARTICLE XII**

**Wages**

1. Except as provided in this Article, and in Article XXXVII of this Agreement, the classifications and rates of pay contained in the Hourly Pay Schedule (Schedule C) annexed hereto, effective May 29, 2005, shall not be changed or amended during the life of this Agreement unless by mutual agreement of the parties hereto.
2.
  - a. It is agreed that the job specifications (Schedule B) dated April 3, 1955, as amended, are incorporated into this Agreement and shall remain in effect during the life of this Agreement, except as they may be changed in accordance with the provisions of subparagraph (b).
  - b. The Company, the Union and the Local will continue to cooperate when the introduction of any new machinery, equipment, systems, operations or procedures occurs which calls for changes in present job specifications or new job specifications. The Company will give the Local 90 days' advance notice of such contemplated introduction of any new machinery, equipment, systems, operations or procedures; and, during the 90-day period, the Company will negotiate with the Local what changes in present job specifications or new job specifications are appropriate, the rates of pay for the same and the treatment of employees directly or indirectly affected by such changes. During such negotiations, the parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. The Company agrees that no present employee will be laid off or reduced in pay as a result of such changed or new job specifications. Reasonable training will be given to the affected employee or employees, where necessary, to assist them to qualify for the job or jobs to which they have been assigned.  
If no agreement is reached at the end of the 90-day period, the Company may establish and put into effect such changed or new job specifications no sooner than twenty (20) days thereafter. However, the Company may install and operate such new machinery or equipment and institute changed or new job specifications as a result thereof after negotiation with the Local irrespective of the time limits above and whether or not agreement is reached. Any dispute arising between the parties concerning the true interpretation or application of this subparagraph (b) shall be subject to the provisions of Arbitration under Article XXXV of the Agreement, except that the Board of Arbitration or Arbitrator selected by the operation of this Article XII, 2(b) shall not have the right or power to preclude or delay the installation or operation of the new machinery or equipment selected by the Company, provided that the foregoing shall not be deemed to affect the rights and powers of arbitrators in respect of any grievances arising under other provisions of this Agreement.
3. The Company agrees that, if employees are required to work outside of the territory served directly by the Company in order to render assistance to other companies, said employees shall be paid six percent (6%) above the employee's regular hourly rate, plus reimbursement for necessary subsistence and traveling expenses not otherwise furnished. This section shall not apply to work performed on the properties, lines or equipment, wherever located, which belongs to the Company.

4. The following rules will govern the compensation of employees who are required to perform work for the Company outside of territory served directly by the Company and outside of cities and towns whose requirements are supplied by it either in whole or in part, hereinafter called "NSTAR territory":
  - a. Such work by an employee for a normal work day shall be paid for at the employee's regular hourly rate and overtime work shall be paid for at his/her overtime rate. Hours so worked shall be reported in the usual manner on time sheets.
  - b. For any scheduled day on which an employee is required to be outside NSTAR territory and does not work eight (8) hours, he/she shall be paid for any hours worked in accordance with paragraph (a) above and for the difference between eight (8) hours and the hours worked at his/her regular hourly rate.
  - c. For the purpose of these rules, hours spent in authorized travel and not otherwise compensated for will be reported as such and shall be paid for at his/her regular hourly rate.
  - d. Expense money for transportation, meals and lodgings, when required, will be advanced to the employee prior to his/her departure for any work assignment outside NSTAR territory and will be accounted for by the employee, with appropriate supporting vouchers, upon his/her return.
  - e. Notwithstanding the provisions of subparagraphs (b), (c) and (d) above, this paragraph 4 shall not apply to work performed on the properties, lines or equipment, wherever located, which belong to the Company.
5. Payday shall normally be on Thursday of each week. Employees whose day off is Thursday or who work on other than the day shift on Thursday may obtain their checks from the Payroll Supervisor at the Summit Building, One NSTAR Way, Westwood, Wednesday p.m. When a holiday falls on a Wednesday, the Company will pay at least earned base pay on Thursday.

#### ARTICLE XIII

##### Overtime and Premium Pay

1. Overtime compensation and premium rates shall be paid to employees subject to this Agreement in accordance with the following rules:
  - a. Each employee's overtime rate shall be one and one half (1 1/2) times his/her regular hourly rate.
  - b. Except as otherwise provided in this Agreement, an employee shall be paid a premium rate which shall be his/her overtime rate for all hours worked outside the hours established by schedules posted in accordance with the provisions of Article XI of this Agreement as his/her basic normal or regular work day and work week, and no other extra compensation shall be paid for hours so worked. An employee shall not be paid the premium rate for more than forty (40) hours in any posted period when the work outside his/her posted schedule was due to a change in his/her schedule or shift or days of relief after the schedule was posted. The following shall not constitute work outside an employee's basic normal or regular work day or work week:
    - i. A change of forty-five (45) minutes or less of the time for starting and ending one or more work days from the times posted in the applicable work schedule.
    - ii. Hours worked in lieu of posted hours at the request of, or to suit the convenience of, the employee.
    - iii. A change in hours of work incident to a permanent promotion of the employee.

- c. When an employee is called in to work overtime which is not continuous with other hours worked, his/her compensation for the overtime, including any pay for travel time, shall not be less than his/her overtime rate for four (4) hours.
  - d. So far as practicable, overtime work shall be distributed equitably among those employees engaged in the grade of work for which overtime assignments are required. A record of the overtime worked within a division by employees represented by the Union, in accordance with this Agreement, will be made available to the steward or stewards representing employees in that division and will be posted at least once every month. Any demonstrated inequity in the distribution of overtime shall be corrected by the Company by future assignments of overtime work. Should the Company fail to make such a correction satisfactory to the Local, the question shall be settled under the Grievance Procedure in Article XXXIV and by Arbitration under Article XXXV.
  - e. Employees required to work overtime shall not be required to take time off to compensate for overtime worked or to be worked.
2. a. An employee required to work two (2) hours overtime continuous with the expiration of his/her regularly scheduled work day shall be furnished with a meal or a meal allowance not to exceed eight dollars and no cents (\$8.00) per meal and an additional meal or meal allowance for each additional five (5) hours of continuous overtime work.
- b. An employee required to work two (2) hours or more overtime immediately preceding his/her regularly scheduled work hours shall be furnished with a meal or a meal allowance not to exceed eight dollars and no cents (\$8.00) per meal two (2) hours after such overtime starts and an additional meal or meal allowance for each additional five (5) hours of continuous overtime work.
- c. Employees, who are entitled to the premium for work in excess of sixteen (16) hours provided in paragraph 4 of this Article, shall receive a meal or meal allowance every fifth hour of work, to be computed from the time of the next preceding meal or meal allowance without regard to whether such work is of continuous duration, until released from work for at least an eight (8) hour rest period.
- d. Employees required to work overtime who continue into their regularly scheduled hours outdoors, but normally would not have been required to work outdoors due to weather conditions, shall continue to receive a meal or meal allowance every five (5) hours until released from such outdoor work.
- e. Employees called in for overtime work which does not immediately precede or follow regular scheduled hours shall receive a meal or meal allowance not to exceed eight dollars and no cents (\$8.00) after each five (5) hours of such overtime work.
- f. Employees entitled to a meal or meal allowance under this paragraph 2 who are allowed time off to eat such meal shall be paid for only one half (1/2) hour of such time off. All employees so entitled will be given time off to eat such meal except:
- (1) In cases where conditions exist which are hazardous to the general public, customer and Company equipment; and
  - (2) In cases involving employees, such as station operating personnel, who normally eat their meals on the job and for whom there is no relief available. However, when relief is available for such station operating personnel, these employees shall be allowed time off for meals but such time off shall be limited to one such period between the overtime work and their regular scheduled tour of duty.

- g. (1) When an employee is notified prior to the conclusion of his/her scheduled work day and he/she is required to start work at his/her "scheduled starting time" on his/her scheduled day off and to work all or any part of his/her "scheduled hours", he/she shall not receive any meal or meal allowance during said "scheduled hours".
- (2) When an employee, having received the notice mentioned above, is required to start work at his/her "scheduled starting time" on his/her scheduled day off, works his/her full span of "scheduled hours" and then continues to work hours thereafter, he/she shall receive meals or meal allowances in accordance with paragraph 2(a).
- (3) When an employee, without the notice mentioned above, is required to work any hours on his/her scheduled day off, he/she shall receive meals or meal allowances in accordance with paragraph 2(e).
- (4) When an employee, regardless of notice, is required to start work on his/her scheduled day off at a time other than his/her "scheduled starting time", he/she shall receive meals or a meal allowance in accordance with paragraph 2(e).
- (5) The terms "scheduled hours" and "scheduled starting time" as used in paragraph (g) shall be construed to mean the same hours and starting time for which the employee is scheduled on a regular scheduled work day. When an employee is scheduled on "relief," the term "regularly scheduled work day", as used in this subparagraph, shall be construed to mean the hours scheduled on the day shift.
3. a. In a twenty-four (24) hour period in which there has been no rest period of at least eight (8) continuous hours, an employee who has worked sixteen (16) hours or more shall receive, in addition to his/her regular rate, an overtime premium equal to his/her regular hourly rate for such hours worked in excess of sixteen (16) hours, and he/she shall continue to receive said premium until his/her release from such work for at least an eight (8) hour rest period. He/she shall be entitled, when released from such work, to a rest period of eight (8) hours without pay before returning to work; provided, however, that if the rest period extends into his/her next regular scheduled hours for six (6) or more hours, he/she shall be excused from duty for that regularly scheduled period without loss of pay, and provided further that, if the rest period extends into his/her next regular scheduled hours for less than six (6) hours, he/she shall be excused from duty for that portion of his/her scheduled hours which is covered by the rest period without loss of pay. The provisions of this subparagraph shall not apply to an employee who is scheduled to work sixteen (16) hours in the twenty-four (24) hour period.
- b. In the case of an employee who has worked eighteen (18) hours or more in any twenty-four (24) hour period, he/she shall be entitled, when released from such work, to a rest period of ten (10) continuous hours without pay before returning to work provided, however, that if the rest period extends into his/her next regular scheduled hours for six (6) or more hours, he/she shall be excused from duty for the regularly scheduled period without loss of pay and provided further that, if the rest period extends into his/her next regular scheduled hours for less than six (6) hours, he/she shall be excused from duty for that portion of his/her scheduled hours which is covered by the rest period without loss of pay. This paragraph shall not be applied in a manner to defeat the intent for which the Article was written.

4. Any employee who, in any seven (7) day period, works his/her second scheduled day off, having worked at least six (6) hours or having been called in to work any hours on his/her first day off and all of his/her scheduled hours in said period, shall receive a premium (which includes his/her overtime pay) equal to his/her regular hourly rate for any hours worked on his/her second day off. If, during such scheduled hours of work, such employee is entitled to a paid rest period or is not required to work on a scheduled holiday, these rest period and holiday hours are to be considered as worked for the purpose of this paragraph. An employee who has earned a premium in accordance with this paragraph will not be entitled to another premium until he/she has again qualified for it on the basis of work performed after the period for which the premium was earned.
5. An employee scheduled to work on a Sunday shall be paid, in addition to his/her regular hourly rate, a premium of thirty-five percent (35%) of his/her regular hourly rate for each scheduled hour worked on a Sunday.
6. The following provisions shall govern travel associated with overtime:
  - a. An employee required to work overtime shall be allowed and compensated for forty (40) minutes overtime at the overtime rate specified in paragraph 1 of this Article, hereinafter called "travel time", except as provided in paragraph 8 of this Article, when obliged to travel to or from work, subject to the provisions in subdivisions (b), (c) and (d) of this paragraph.
  - b. When called to work overtime that does not immediately precede or follow posted work hours, an employee shall be entitled to travel time both ways.
  - c. Whenever overtime work immediately precedes posted work hours and begins between the hours of 11:30 p.m. and 6:30 a.m. or whenever overtime work immediately follows posted work hours and ends between the hours of 11:30 p.m. and 6:30 a.m., an employee shall be entitled to travel time one way.
  - d.
    - (1) When an employee, having received not less than forty (40) hours' prior notice, is required to start work at his/her "scheduled starting time" on his/her scheduled day off and to work all or part of his/her "scheduled hours", he/she shall not receive any travel time under paragraph 6.
    - (2) When an employee, having received the notice mentioned above, is required to start work at his/her "scheduled starting time" on his/her scheduled day off, works his/her full span of "scheduled hours" and then continues to work hours thereafter, he/she shall receive travel time in accordance with subparagraph (c) of this paragraph.
    - (3) When an employee, without the notice mentioned above, is required to work any hours on his/her scheduled day off, he/she shall receive travel time in accordance with subparagraph (b) of this paragraph.
    - (4) When an employee, regardless of notice, is required to start work on his/her scheduled day off at a time other than his/her "scheduled starting time", he/she shall receive travel time in accordance with subparagraph (b) of this paragraph.
    - (5) The terms "scheduled starting time" and "scheduled hours", as used in subparagraph (d) of this paragraph, shall be construed to mean the same hours and starting time for which the employee is scheduled on a regularly scheduled work day. When an employee is scheduled on "relief", the term "regularly scheduled work day", as used in this subparagraph, shall be construed to mean the hours scheduled on the day shift.



7. If an overtime assignment is cancelled by less than twelve (12) hours' notice to the employee prior to the start of the overtime work, he/she shall receive two (2) hours pay at his/her regular straight-time hourly rate.
8. The following provisions shall govern travel associated with change in work area:
  - a. When an employee is assigned to work outside his/her posted work area, one (1) hour each way at his/her straight-time rate shall be included in calculating his/her time.
  - b. An employee shall not be entitled to travel time provided in the preceding paragraph if, at the option of the Company, he/she is authorized to travel during his/her posted working hours.
  - c. An employee working overtime outside his/her posted work area shall be allowed and compensated for the travel time as provided in paragraph 6(a) or for travel provided in subparagraph (a) of this paragraph, but not both.
  - d. Posted "Work Areas" and posted "Work Centers," as referred to in this paragraph shall be in accordance with paragraph 9 of this Article.
9. The Company's Work Areas and Work Centers are the following:

#### **Work Centers and Work Areas**

##### **All Departments**

##### **Boston Area**

Comprising all of Boston within the area bounded by a line from Neponset Bridge via Neponset Circle, Gallivan Boulevard, Morton Street, Arborway, Jamaica Way and Riverway to Fenway; thence via Brookline Avenue, Park Drive, Medfield Street, St. Mary's Street and Granby Street to the Charles River Dam to Charlestown Avenue to Somerville-Boston line and via the Mystic River shoreline to Neponset Bridge.

##### **Electric Operations - Overhead and Underground**

<b>Work Areas</b>	<b>Work Centers</b>
<b>Boston:</b> Comprising that part of the Boston Area under "All Departments" including Allston, Brighton, Brookline, Dorchester, Hyde Park, Milton, Roslindale, Roxbury and West Roxbury.	Boston Service Center, Hyde Park Service Center and other reporting points in the area
<b>Somerville:</b> Comprising Arlington, Cambridge, Charlestown, Chelsea, East Boston, Somerville, Stoneham, Winchester and Woburn	Somerville Service Center and Station 211 (Woburn)
<b>Southborough:</b> Comprising Acton, Ashland, Framingham, Holliston, Hopkinton, Maynard, Natick, Sherborn, Sudbury and Wayland	Southborough Service Center
<b>Walpole:</b> Comprising Bellingham, Canton, Dedham, Dover, Medfield, Medway, Millis, Norfolk, Sharon, Walpole and Westwood.	Walpole Service Center
<b>Waltham:</b> Comprising Bedford, Burlington, Carlisle, Lexington, Lincoln, Needham, Newton, Waltham, Watertown and Weston.	Waltham Service Center

Work Areas	Work Centers
<b>Plymouth:</b> Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Warcham	Plymouth Service Center and other reporting points in the area
<b>New Bedford:</b> Comprising Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, Mattapoisett, New Bedford and Westport	New Bedford Service Centers (Gas & Electric), Acushnet, Warcham, Doty Street, Carver Street and other reporting points in the area
<b>Yarmouth:</b> Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center, Falmouth Garage, Orleans Garage, Martha's Vineyard and other reporting points in the area

#### Electric Operations – Station Operations

Work Areas	Work Centers
<b>1. Boston/Metro:</b> Comprising that part of the Boston Area under "All Departments" including Allston, Brighton, Brookline, Cambridge, Dorchester, Jamaica Plain, Mattapan, Milton, Roslindale, Roxbury and South Boston	Posted reporting points in area including Boston Service Center, Stations 36 and 329
<b>2. Northeast/Suburban:</b> Comprising Acton, Arlington, Bedford, Burlington, Cambridge, Carlisle, Charlestown, Chelsea, Concord, Deer Island, East Boston, Everett, Lexington, Lincoln, Maynard, Newton, Somerville, Stoneham, Waltham, Watertown, Wayland, Wellesley, Weston, Winchester and Woburn	Posted reporting points in area including Somerville Service Center, Waltham Service Center, Stations 17, 33, 34, 211, 250
<b>3. Southwestern/Suburban:</b> Comprising Ashland, Bellingham, Blackstone, Canton, Dedham, Dover, Framingham, Holbrook, Holliston, Hyde Park, Jamaica Plain, Medfield, Medway, Milford, Milton, Millis, Natick, Needham, Norfolk, Quincy, Roslindale, Sharon, Sherborn, Southborough, Sudbury, Walpole, Weston, West Roxbury, Westwood and Weymouth	Posted reporting points in area including Walpole Service Center, Stations 13, 20, 24, 65, 146, 446

Work Areas	Work Centers
<b>4. Plymouth:</b> Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Wareham	Plymouth Service Center, and other reporting points in the area which includes Station 713
<b>5. New Bedford:</b> Comprising Acushnet, Dartmouth, Fairhaven, Freetown, Mattapoisett, New Bedford, Westport and Fall River	New Bedford Service Center, and other reporting points in the area
<b>6. Yarmouth:</b> Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center and other reporting points in the area

**Operation Services – Meter Technical**

Work Areas	Work Centers
<b>Region 1:</b> Comprising Allston, Boston, Brighton, Brookline, Cambridge, Dorchester, Hyde Park, Jamaica Plain, Mattapan, Milton, Quincy, Roslindale, Roxbury and West Roxbury	Boston Service Center and other reporting points in the area
<b>Region 2:</b> Comprising Arlington, Bedford, Belmont, Burlington, Carlisle, Charlestown, Chelsea, Concord, East Boston, Everett, Lexington, Lincoln, Needham, Newton, Somerville, Stoughton, Waltham, Watertown, Weston, Winchester and Woburn	Waltham Service Center, Somerville Service Center and other reporting points in the area
<b>Region 3:</b> Comprising Acton, Ashland, Bellingham, Canton, Dedham, Dover, Framingham, Holliston, Hopkinton, Maynard, Medfield, Medway, Millis, Natick, Norfolk, Sharon, Sherborn, Sudbury, Walpole, Wayland and Westwood	Walpole Service Center, Southborough Service Center and other reporting points in the area
<b>Region 4:</b> Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Wareham	Plymouth Service Center and other reporting points in the area
<b>Region 5:</b> Comprising Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, Mattapoisett, New Bedford and Westport	New Bedford Service Center and other reporting points in the area
<b>Region 6:</b> Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center, Martha's Vineyard Service Center and other reporting points in the area

**Gas Operations**

Work Areas	Work Centers
<b>1. Plymouth:</b> Comprising Plymouth, Carver and Kingston.	Plymouth Service Center and other reporting points in the area
<b>2. New Bedford:</b> Comprising Acushnet, Dartmouth, Fairhaven, Freetown, Mattapoisett, Marion, New Bedford and Rochester	New Bedford Service Center and other posted reporting points in the area

**Field Service Collections**

Work Areas	Work Centers
<b>Region 1:</b> Comprising Bellingham, Boston, Brighton, Brookline, Canton, Charlestown, Chelsea, Dedham, Dover, Dorchester, Hyde Park, Jamaica Plain, Mattapan, Medfield, Medway, Millis, Milton, Norfolk, Roslindale, Roxbury, Sharon, Sherborn, Walpole, West Roxbury and Westwood	Boston Service Center and other reporting points in the area
<b>Region 2:</b> Comprising Acton, Arlington, Ashland, Bedford, Burlington, Carlsle, Framingham, Holliston, Hopkinton, Lexington, Lincoln, Maynard, Natick, Needham, Newton, Somerville, Stoneham, Waltham, Watertown, Wayland, Weston, Winchester and Woburn	Waltham Service Center, Southborough Service Center and other reporting points in the area
<b>Region 3:</b> Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Wareham	Plymouth Service Center and other reporting points in the area
<b>Region 4:</b> Comprising Assonet, Dartmouth, Fairhaven, Freetown, Mattapoisett, New Bedford and Westport	New Bedford Service Center and other reporting points in the area
<b>Region 5:</b> Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center, Martha's Vineyard Service Center and other reporting points in the area

**Meter Reading**

Work Areas	Work Centers
Region 1: Comprising that part of Boston Area under "All Departments" including Allston, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Chestnut Hill, Dedham, Dorchester, East Boston, Jamaica Plain, Hyde Park, Mattapan, Milton, Needham, Newton Center, Newton Highland, Newton Upper Falls, Roslindale, Roxbury, Sharon, Somerville, Waban, Walpole West Roxbury and Westwood	Boston Service Center and other reporting points in the area
Region 2: Comprising Arlington, Auburndale, Bedford, Burlington, Carlisle, Lexington, Lincoln, Newton, Newton Lower Falls, Newtonville, Stoneham, Waltham, Watertown, Weston, West Newton, Winchester and Woburn	Waltham Service Centers and other reporting points in the area
Region 3: Comprising Acton, Ashland, Auburn, Bellingham, Berlin, Boylston, Cherry Valley, Framingham, Gleasondale, Grafton, Holden, Holliston, Hopedale, Hopkinton, Hudson, Jefferson, Leicester, Linwood, Marlboro, Maynard, Medfield, Medway, Mendon, Milford, Millbury, Millis, Millville, Natick, Norfolk, Northboro, Northbridge, Sherborn, Southborough, Sudbury, Shrewsbury, Stow, Sutton, Tipton, Uxbridge, Wayland, Westborough, Whitinsville and Worcester	Southborough Service Center and other reporting points in the area
Region 4: Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Wareham	Plymouth Service Center and other reporting points in the area
Region 5: Comprising Acushnet, Assonet, Dartmouth, Freetown, Fairhaven, Lakeville, Mattapoisett, New Bedford and Westport	New Bedford Service Center and other reporting points in the area
Region 6: Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center, Martha's Vineyard Service Center and other reporting points in the area

# All Other Departments

Work Areas	Work Centers
1. <b>Boston:</b> Comprising that part of the Boston Area under "All Departments" including Allston, Brighton, Brookline, Dorchester, Hyde Park, Milton, Roslindale, Roxbury and West Roxbury.	Boston Service Center, Hyde Park Service Center and other reporting points in the area
2. <b>Somerville:</b> Comprising Arlington, Cambridge, Charlestown, Chelsea, East Boston, Somerville, Stoneham, Winchester and Woburn	Somerville Service Center and Station 211 (Woburn) and other reporting points in the area
3. <b>Southborough:</b> Comprising Acton, Ashland, Framingham, Holliston, Hopkinton, Maynard, Natick, Sherborn, Sudbury and Wayland	Southborough Service Center and other reporting points in the area
4. <b>Walpole:</b> Comprising Bellingham, Canton, Dedham, Dover, Medfield, Medway, Millis, Norfolk, Sharon, Walpole and Westwood.	Walpole Service Center and other reporting points in the area
5. <b>Waltham:</b> Comprising Bedford, Burlington, Carlisle, Lexington, Lincoln, Needham, Newton, Waltham, Watertown and Weston.	Waltham Service Center and other reporting points in the area
6. <b>Plymouth:</b> Comprising North of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Carver, Duxbury, Kingston, Marion, Marshfield, Pembroke, Plymouth, Plympton, Rochester and Wareham	Plymouth Service Center and other reporting points in the area
7. <b>New Bedford:</b> Comprising Acushnet, Assonet, Dartmouth, Fairhaven, Freetown, Lakeville, Mattapoisett, New Bedford and Westport	New Bedford Service Center and other reporting points in the area
8. <b>Yarmouth:</b> Comprising South of the Canal-Bourne, Buzzards Bay, Sagamore and Sandwich; Barnstable, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet, Yarmouth and Martha's Vineyard	Yarmouth Service Center, Falmouth Garage, Orleans Garage, Martha's Vineyard Service Center and other reporting points in the area

10. New regular work centers may be established from time to time by the Company, together with the work areas to be associated therewith. If the Local shall not agree to the boundaries of such a work area as established by the Company, it may, within ten (10) days after notice of such establishment, submit the question of the proper boundaries for settlement under the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV and the Board of Arbitration chosen thereunder shall have the power to make its decision retroactive to the date of the change.
11. a. When an employee, with Company authorization, uses his/her own automobile in the performance of his/her work, the Company shall allow such employee the sum of forty and one half cents (40.5¢) per mile for the distance traveled on Company

- business or in connection with Company work, provided that for each day he/she so uses his/her automobile, he/she shall receive a minimum of three dollars (\$3.00).
- b. If an employee with Company authorization uses his/her own automobile in the performance of his/her work and is required to truck tools and equipment that are cumbersome or bulky or weigh in excess of twenty (20) pounds, the Company shall allow such employee the sum of forty and one half cents (40.5¢) per mile for the distance traveled on Company business or in connection with Company work, provided that for each day he/she so uses his/her automobile, he/she shall receive a minimum mileage allowance of three dollars (\$3.00); and he/she shall also receive, for each day he/she so uses his/her automobile, a trucking allowance of one dollar and twenty-five cents (\$1.25).
  - c. No mileage or trucking allowance shall be payable in connection with travel between the employee's home and his/her posted work center or work area when he/she is reporting for or leaving his/her regular scheduled work.
  - d. The Company will reimburse an employee entitled to an allowance for the use of his/her automobile in accordance with the preceding subparagraphs for parking charges actually paid in the downtown Boston area while his/her automobile was being used on Company business or in connection with Company work.
  - e. If an employee, without prior notice, is called in to work overtime between the hours of 1:00 a.m. and 6:00 a.m. and uses his/her own automobile with Company authorization, the Company shall allow such an employee the sum of forty and one half cents (40.5¢) per mile for the distance traveled between his/her home or the outside perimeter of the Company's territory nearest his/her home to the reporting point, whichever is the lesser, provided that for each such call-in, he/she shall receive a minimum mileage allowance of three dollars (\$3.00).
  - f. No allowance shall be made when an employee uses his/her automobile for his/her own convenience, even though such use is with the Company's knowledge and consent.
  - g. It is the intention of the Company to reduce, as far as practicable, the use of employee-owned automobiles.
  - h. Should the Internal Revenue Service (IRS) increase the mileage allowance during the term of this agreement, the Company mileage allowance will increase accordingly. Such increase will become effective one (1) month following publication by the IRS. The Company's minimum allowance shall not be affected by an IRS change.
12. A fixed premium of one dollar and twenty cents (\$1.20) per hour will be paid for hours an employee works at heights of eighty-five (85) feet or more above the ground on poles or structures, which are part of the Company's Overhead Transmission. Said premium shall be paid to employees when working in the Sumner, Congress, Mystic or Weymouth tunnels.

**PART FOUR  
VACATIONS, HOLIDAYS AND EXCUSED ABSENCES**

**ARTICLE XIV  
Vacations and Vacation Compensation**

1. a. Eligibility: All regular employees (including part time employees) are covered by this agreement and are eligible for vacation according to the provisions below.
- b. Vacation Year: The vacation year commences on January 1st of each calendar year and ends December 31st of that year.
- c. Vacation Benefits: Annual vacation allowance is based on years of service with the Company. Vacation is not accrued during the current vacation year into future vacation years.
- d. Vacation Allowance Schedule (Full time employees).

Years of Service	Vacation Allowance
Less than 1 year	1 day for every 2 months
One year but less than 5 years	10 days
Five years but less than 15 years	15 days
Fifteen years but less than 20 years	20 days
Twenty years but less than 30 years	25 days
Thirty years or more	30 days

- (1) The vacation benefit is granted on January 1 of the year in which the 5<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or 30<sup>th</sup> anniversaries are reached.
  - (2) New Employees: During the first year of employment, employees will be eligible for a vacation benefit equal to one (1) day for every two (2) months of employment from the first of the month following their date of hire through their first anniversary date at which time they will be entitled to a total of ten (10) days for that remaining calendar year. If the date of hire is the first of the month, the entire month will be credited towards the total calculation.
  - e. Vacation Allowance (part-time employees). Part time employees who work twenty (20) hours or more are entitled to the vacation allowance scheduled above pro-rated based on their scheduled number of hours worked in a week.
2. The pay for each day or week of vacation for an employee entitled thereto during the first and second calendar years of employment shall be based upon his/her regular hourly rate in effect immediately preceding his/her vacation. After the second calendar year of employment, the pay for each day or week of vacation for such employee shall be computed from the average of his/her weekly earnings for the calendar year preceding the year in which his/her vacation occurs or his/her regular pay for a normal week not exceeding forty (40) hours, whichever is greater. If during such employee's vacation period a holiday recognized by the Company under Article XV occurs, he/she shall receive a day's pay as provided in said Article XV in addition to his/her vacation pay provided for in the preceding sentence provided, however, that at the option of the Company, the employee may elect to take the holiday as an additional day off concurrently with his/her vacation period in lieu of the day's pay. The employee may also take the additional day off at a later time provided his/her request is submitted and approved thirty (30) days prior to the day he/she is requesting off.



3. Two (2) weeks of a vacation shall be continuous except in extraordinary cases and by agreement between the employee's steward and his/her manager.
4. So far as practicable, considering the nature of the Company's business, vacations shall be arranged by managers, in conference with stewards, so that the vacation spread shall be as short as possible, and conditions permitting, two (2) week vacations shall be confined to the period between June 15<sup>th</sup> and September 15<sup>th</sup>. A third, fourth, fifth or sixth week of vacation earned under subparagraphs (e), (g) or (j) of paragraph 1, shall be scheduled by the manager, in conference with stewards, and usually shall be outside the normal vacation period. Each employee shall submit to his/her supervisor his/her choice of dates for third, fourth, fifth or sixth week of vacation on or before October 1<sup>st</sup> of that year. In extraordinary circumstances, vacations may be rescheduled. Vacations will be chosen and assigned under this paragraph on the basis of Company seniority as defined in paragraph 2 of Article XVII except where different vacation patterns are agreed upon. In case of dispute between a manager and the stewards concerning vacation scheduled, the matter shall be referred to the Director of Employee & Labor Relations, or his/her designated representative, for final decision.
5.
  - a. In the event that an employee in any calendar year does not have his/her full vacation for a reason which is beyond the control of the employee, an adjustment shall be made immediately after the end of that year by paying the employee as of December 31<sup>st</sup> of that year for vacation due as provided in paragraph 2 of this Article but not taken. The term "reason which is beyond the control of the employee" is defined to include any action by the Company affecting an employee's vacation. However, at the option of the Company, provided the employee so requests in writing no later than December 15<sup>th</sup> of any year, any weeks or days of vacation due to the employee as of December 31<sup>st</sup> of that year under paragraph 2 of this Article but not taken may be carried over to and taken in the following calendar year but not thereafter.
  - b. At the option of the Company, provided the employee so requests in writing no later than March 15<sup>th</sup> in any calendar year, his/her vacation due for that year under paragraph 2 of this Article may be carried over to and taken in the following year but not thereafter. In so requesting carryover of vacation, the employee shall state his/her reasons for such request and shall indicate whether or not he/she desires the carried over vacation to be separate from or consecutive with his/her regular vacation in said following calendar year.
  - c. The Company will give an answer to any requests of an employee made under the foregoing subparagraphs (a) and (b) within thirty (30) days from the date of the receipt of said request.
  - d. It is understood and agreed that under no circumstances will carryover of vacation, as provided in this paragraph 5, be permitted beyond the end of the calendar year next following the year in which the vacation was due.
6. In the case of an employee retiring from employment, he/she shall have the option to either be allowed the vacation entitled to his/her credit prior to his/her retirement date or work up to retirement date, in which case an adjustment shall be made by paying the employee for vacation due but not taken. In the event an employee elects to work up to his/her retirement date, he/she shall give notice in writing not less than ninety (90) days prior to such retirement.

**ARTICLE XV**  
**Holidays, Personal Days and**  
**Holiday/Personal Day Compensation**

1. The following days shall be recognized as holidays on the day on which they are observed:

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Patriot's Day	Columbus Day
Memorial Day	Veterans' Day
Thanksgiving Day	Christmas Day

Insofar as practicable, employees will not be required to work on a holiday. In addition to the above holidays, employees are entitled to two (2) personal days annually. An employee may elect to take personal days at any time providing he/she submits request thirty (30) days prior to the day/days he/she is requesting and said request is approved by the employee's department manager. However, it is agreed that no more than three (3) employees in any job classification shall be allowed a particular day off. This is in addition to the normal complement of employees allowed on vacation.

2. If an employee is not required to work on any of the aforementioned holidays which occur while this Agreement is in effect, he/she shall be entitled to a holiday allowance equivalent to eight (8) hours' pay at his/her straight-time rate.
3. If, during any period which includes his/her scheduled work periods immediately before and after a holiday, an employee is on leave of absence, is absent on sick leave or is without pay, he/she will not be paid or receive time off for scheduled time not worked on the holiday.
4. Except as provided in paragraphs 6 and 7 of this Article, if an employee is required to work on a holiday which falls on a scheduled work day, he/she shall be paid, in addition to the pay provided in paragraph 2, as follows:
- He/she shall be paid a premium equal to one and one half (1 1/2) times his/her regular hourly rate for each scheduled hour worked; however, where the scheduled hours worked are not continuous with other hours worked on the holiday, he/she shall be paid not less than the amount due for four (4) hours of such work.
  - He/she shall be paid for each unscheduled hour worked a premium equal to one and one half (1 1/2) times his/her regular hourly rate for each such hour worked; however, where the unscheduled hours worked are not continuous with other hours worked on the holiday, he/she shall be paid, if any, not less than the amount due for four (4) hours of such work.
  - Only the greater of the foregoing minimum pay provisions shall apply to any period of continuous work covering both scheduled and unscheduled hours.
- If an employee is required to work on an approved and scheduled personal day, the personal day will be rescheduled.
5. Except as provided in paragraphs 6 and 7 of this Article, if an employee is required to work on a holiday which falls on his/her scheduled day off, paragraph 2 of this Article shall not apply and hours so worked shall be paid for as follows:
- He/she shall be paid his/her regular hourly rate and, in addition, a premium equal to one and one half (1 1/2) times his/her regular hourly rate for each of the first eight (8) hours or less so worked; however, he/she shall be paid not less than the amount due for four (4) hours of such work.

- b. He/she shall be paid his/her regular hourly rate a premium equal to one and one half (1 1/2) times his/her regular hourly rate for each such hour worked in excess of eight (8) hours.
6. An employee required to work on a holiday during hours which are continuous with hours worked on the day preceding or the day following the holiday shall not be entitled to the minimum holiday pay for hours worked stated in paragraphs 4 and 5, however, such employee shall be paid for the hours worked on the holiday in accordance with the otherwise applicable provisions of paragraphs 4 and 5. In no event shall such employee's pay for the entire period worked under the paragraph be less than an amount equal to his/her regular hourly rate for eight (8) non-overtime hours.
7. For the purpose of this Article, it is agreed that a holiday begins at 12:01 a.m. and ends with 12:00 midnight on the day on which it is observed; but, when a posted shift begins or ends on a holiday, all of the hours of the shift shall be considered as worked on the holiday if fifty percent (50%) or more of the hours of the shift, as posted, fall within the holiday; otherwise, all the hours of the shift shall be considered as worked on the day which is not the holiday.
8. In years that a holiday falls on a Saturday, employees will have the option of taking an extra day's pay or taking an additional personal day. If a personal day is elected, the employee must give six (6) months' notice prior to the holiday of which option he/she is electing. Such personal days must be taken between January 2<sup>nd</sup> and April 30<sup>th</sup> or between September 1<sup>st</sup> and December 1<sup>st</sup> of the calendar year in which the Saturday holiday falls. The employee must receive department approval at least thirty (30) days prior to the requested day off.
9. Holiday/Personal Day (part-time employees). Part time employees who work twenty (20) hours or more are entitled to four (4) paid Company Holidays as follows: New Year's Day, July 4<sup>th</sup>, Thanksgiving and Christmas. They are also entitled to one (1) personal day pro-rated based on their scheduled number of hours worked in a day.

#### ARTICLE XVI

##### Excused Absences From Work

1. a. Employees shall be allowed time off without loss of pay for all scheduled work days falling within the three (3) day period next following the date of a death in the immediate family. In cases where the funeral is held on the fourth day following the death, the employee shall be allowed this day off without loss of pay if it is a scheduled work day. The "immediate family" shall include the wife, husband, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandson, granddaughter, grandmother and grandfather of the employee. The "immediate family" shall also include a person who is actually a member of and living in the employee's household through a tie of obligation or friendship. In extraordinary cases, the Director of Employee & Labor Relations, or his/her designated representative, may, in his/her discretion, allow time off in the event of death of other person(s). Should a death occur in the immediate family of an employee who is on vacation, the foregoing provisions of this section shall apply and the days allowed due to the death will not be considered to be vacation but will be rescheduled. Normally, such days will be rescheduled outside the normal vacation period and will not interfere with the scheduled vacation of another employee.
- b. Employees shall be allowed one (1) day off without loss of pay to attend the funeral of a brother-in-law or sister-in-law when the funeral is held on a scheduled work day.

2. Any employee permitted to leave the job or remain away from work because of an emergency existing at home shall, at the discretion of the Director of Employee & Labor Relations, or his/her designated representative, suffer no loss of pay.
3. a. An employee hired prior to April 1<sup>st</sup> in any year who is absent for an ordered short tour of military training duty with an organized Reserve or National Guard unit will be paid the difference (if any) between his/her regular hourly rate for forty (40) hours and his/her certified military pay for each week of such absence provided that said difference will not be paid for more than three (3) weeks, covering fifteen (15) Company work days, in any calendar year.
- b. An employee absent, as a result of being called for jury duty, will be paid his/her regular hourly rate for forty (40) hours each week or for eight (8) hours for each day of such verified absence. The employee's days off during the week of such absence for jury duty shall be deemed to be Sunday and Saturday. An employee shall be eligible for payment under this paragraph only once every three (3) years.
- c. An employee subpoenaed as a witness in a Massachusetts Court during scheduled work hours shall be paid for no more than eight (8) hours of such time for each day on which he/she is required to comply with said subpoena provided that he/she shall be eligible for this payment only once every three (3) years. An employee shall not be eligible if he/she is a party to the court action and must submit a copy of the subpoena to his/her supervisor as soon as it is received.

## PART FIVE TENURE OF EMPLOYMENT

### ARTICLE XVII Seniority

1. The following provisions as to seniority were first established as of December 5, 1950 and have been amended by subsequent Agreements between the Company, the Union and the Local by this Agreement. As so amended, they shall continue in effect.
2. Company seniority is defined as length of continuous service with the Company. Department or division seniority is defined as total length of service in a given department or division, and neither department nor division seniority shall be impaired by a consolidation of departments. Seniority on the rating is defined as the total time worked in a given permanent rating. For these seniority provisions, "rating" is defined as a grade within a job title or the job title itself if it is not subdivided into grades.
3. The Company seniority of each present employee and his/her seniority in the department, division and rating in which he/she is employed shall be maintained. The seniority of an employee hired after December 5, 1950 shall be determined in accordance with paragraph 2 of this Article.
4. In determining an employee's Company seniority, the continuity of his/her service shall be deemed to be broken by termination of employment by reason of resignation or discharge or by reason of layoff for more than three (3) years.  
Company seniority of employees who are granted leave of absence for any of the following reasons shall accrue for the period of any such leaves: (a) military service for the period during and after which they have re-employment rights under the Selective Service Act of 1948 as amended; (b) absence on Union business as provided in Article

VIII of this Agreement; (c) leave of absence authorized by the Director of Employee & Labor Relations.

5. a. Subject to the limitations of applicable laws prevailing when the question arises, any employee who, subsequent to the enactment of the Selective Service Act of 1948 as amended, left the employ of the Company for entry into any of the armed forces of the United States of America will retain the same Company and department seniority and seniority on the rating that he/she would have had if he/she had remained in the employ of the Company during the period of absence provided that his/her military service is terminated with a certificate of satisfactory completion of service and that *within ninety (90) days thereafter he/she shall apply in writing to the Company for re-employment.*
- b. The Company shall assign such an employee the rating held by him/her at the time of such entry provided he/she is then qualified by fitness and ability to perform the work in such rating; but, if he/she is mentally or physically unfit to perform the work in such rating, the Company shall endeavor to provide him/her with employment in any rating in any department of the Company for which the Company deems him/her to be mentally, physically and otherwise qualified and also provided that his/her *Company seniority including the aforesaid military service shall be greater than that of the employee to be displaced.*
- c. (1) Upon permanent promotion, under the provisions of this Article XVII, of an employee who has served in the armed forces of the United States of America to the next higher rating on the job progression chart showing the rating held by him/her at the time of entry into the armed forces, he/she shall advance on said next higher rating to the roster position he/she would have had:
  - A. if he/she would have been promoted to said next higher rating during the period of his/her service in the armed forces had he/she remained in the employ of the Company; and
  - B. if he/she is found qualified by fitness and ability and is promoted either at the time when the first vacancy occurs after his/her return from service in the armed forces or within six (6) months of said time in cases where *special training or license requirements are involved.*
- (2) Such advancement on the roster for said next higher rating, which shall be known as "roster re-adjustment", shall not, however, be available to such an employee:
  - A. if he/she rejects any permanent promotion under the provisions of this Article to the first vacancy which is to be filled in such higher rating after his/her return from service in the armed forces for which he/she is first in order of seniority and is found qualified by fitness and ability; or
  - B. if he/she is unable to qualify by fitness and ability for the first vacancy which is to be filled in *said next higher rating after his/her return from service in the armed forces or within six (6) months after the occurrence of said first vacancy if special training or a license is required for said first vacancy.*
- (3) Roster re-adjustment shall not, in any event, apply to positions filled by the posting procedure provided in this Article. It is mutually agreed that an employee must be on the Company's active payroll in order to be eligible to file an application for a posted vacancy.
- (4) In the absence of an established roster for a job progression chart, the seniority on the rating as defined in this Article XVII, paragraph 2, of an employee promoted

to the next higher rating shall be re-adjusted in the same manner as though there had been an established roster.

- (5) "The next higher rating" as used in this subparagraph (c) shall be interpreted so as to provide for a second roster re-adjustment in the rating which is the next above such next higher rating on the progression chart within one (1) year after the employee's first roster re-adjustment provided that he/she is able to qualify for such second re-adjustment by fitness and ability. Except as provided in this subdivision (5), such second re-adjustment shall be subject to all the provisions of this subparagraph (c) regarding roster re-adjustment.
6. "Job Progression", as used herein, is defined as the pattern of movement from one rating as defined in paragraph 2 of this Article to another rating which is normally (a) more favorable to the employee with respect to rate of pay and (b) related to the former rating in terms of job content.  
Employees permanently or temporarily promoted to a position of next higher rating on a progression chart shall be paid the rate of the new classification or his/her former job classification, whichever is greater.
7. During the term of this Agreement, the Company, after agreement with the Local, shall prepare job progression charts showing the ratings and all job progressions between ratings in which employees, subject to this Agreement, may be employed.
8. After the job progression charts have been prepared, the Company shall prepare and post a roster for each job progression chart setting out the names, job titles and grades, Company, department and divisional seniority and seniority on the rating of all employees subject to the chart. Thereafter, when there are changes affecting the employees on any roster, the Company shall prepare and post at least once every six (6) months a revised roster. If any employee is aggrieved by his/her seniority status as first posted or any posted change therein, the Local may, within thirty (30) days after such posting and not thereafter, request the Company in writing to correct such posting; and upon adequate proof of error, the employee's seniority status shall be corrected in accordance with the facts.
9. When a vacancy is to be filled in a job title and grade represented by the Local, the employee senior in the next lower rating on the applicable roster shall be entitled to the promotion if qualified by fitness and ability to fill the vacancy. Temporary filling of vacancy shall be made in the same manner until an appointment is made as provided herein.
10. In increasing and reducing forces, in making promotions, in making demotions for other than disciplinary reasons and in making appointments to fill vacancies in existing ratings and in newly created ratings, the Company shall determine the fitness and ability of all applicants for the new or different positions, and its decision shall be final except as follows: (a) if the Local claims that the Company has exercised its rights in making promotions or in making appointments to fill vacancies in existing ratings and in newly created ratings in an unjust or unreasonable manner, or that such action was due to discrimination against an employee because of his/her membership in, or his/her lawful activity on behalf of, the Union, such claim shall be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV; (b) if the Union or the Local claims that the Company has exercised any of its other rights set forth in this paragraph in a capricious or arbitrary manner, such claim shall be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV.

so, the next employee shall be called. All laid-off employees with seniority rights shall be given an opportunity to return to work if qualified and able to perform the work available before any new employees are hired by the Company. This paragraph shall not be effective in the event of an emergency declared by the Chief Executive Officer of the Company, or his/her designated representative, as defined in Article VII of this Agreement.

18. No employee in the bargaining unit who has five (5) or more years of continuous service and who is desirous of continuing employment with the Company will be laid off or reduced in pay for lack of work. It is understood, however, that when forces are reduced that any such employee may be assigned to work of a lower rating in accordance with the provisions of this Article.

#### ARTICLE XVIII

##### Retrogression

1. If an employee with fifteen (15) years or more of service with the Company is, in the opinion of the Medical Director, unable thereafter to perform his/her regular duties due to a physical condition or impairment, the Company shall endeavor to assign him, for the duration of his/her employment by the Company, to a rating with comparable pay which, in the opinion of the Company, he/she is capable of performing or to a job of lower rating. His/her seniority on the rating into which he/she is placed will be determined by agreement of the Company and the Local.
2. If he/she is assigned to a comparable rating, he/she shall continue to receive the same regular hourly rate as theretofore. If he/she has twenty (20) but less than twenty-five (25) years of continuous active service and he/she is assigned to a lower rating, his/her compensation shall be established and shall continue thereafter at a rate not more than ten percent (10%) below the regular hourly rate of the rating from which he/she first retrogressed. If he/she has fifteen (15) but less than twenty (20) years of continuous active service and he/she is assigned to a lower rating, his/her compensation shall be established and shall continue thereafter at a rate not more than twenty percent (20%) below the regular hourly rate of the rating from which he/she first retrogressed. If he/she has twenty-five (25) years or more of continuous active service with the Company and is assigned to a lower rating, his/her compensation shall be established and shall continue thereafter at the same hourly rate of his/her rating at the time he/she first retrogressed or at a rate not more than ten percent (10%) below the regular hourly rate of the rating from which he/she first retrogressed, whichever is higher.

#### ARTICLE XIX

##### Substitutions and Temporary Assignments

1. a. Upon the substitution of an employee for another employee of higher rating in order to cover the absence of the latter for one (1) day or more, the substituting employee shall, during the period of substitution, be paid as if the substitution were a promotion.
- b. While it is the intent that under normal conditions the job specification will apply, it is understood that an employee may be required to perform for less than a calendar day the duties of higher ratings without an increase in pay, but not for the purpose of avoiding the payment of overtime rates.

- c. The substitution of an employee for another to cover absence on account of illness or disability shall not be changed during the illness or disability of such other employee in order to avoid the payment of increased compensation.
  - d. The necessity for a substitution shall be the responsibility of the manager, but the decision as to the employee to be assigned for substitution shall be made by the manager in accordance with the provisions of Article XVII (Seniority), paragraphs 9 and 10.
2. Upon the temporary assignment of an employee to a position of higher rating other than as a promotion or substitution, he/she shall, during the period of assignment, be paid as if the assignment were a promotion.
  3. An employee temporarily upgraded for a continuous period of twelve (12) months for reasons other than a substitution for another employee shall, at the expiration of the said twelve (12) month period, be made permanent on the rating to which he/she was first upgraded within said period. If, however, he/she is not the senior qualified employee on the rating from which he/she was first upgraded, the senior qualified employee shall be eligible to be made permanent on such rating.

#### **ARTICLE XX**

##### **Dual or Combination Jobs**

1. In the event that it is necessary to combine the work of more than one rating in order to make a regular full-time job, the compensation of the employee will be based upon the rating for the highest grade work to which he/she is assigned regularly twenty percent (20%) or more of his/her time in a scheduled work week.
2. The Company will not assign higher grade work to employees of lower rating for the purpose of avoiding the creation of a full-time position in the higher grade.

#### **ARTICLE XXI**

##### **Work by Supervisors**

No supervisor shall act in other than a supervisory capacity except under urgent conditions. This is not intended to prevent a supervisor from protecting life or property, giving occasional or emergency assistance or performing work for the purpose of instruction. However, the primary function of a supervisor is supervision, and he/she is not to perform work that will eliminate a man/woman or interfere with supervision.

This section will also apply to an employee while he/she is assigned temporarily to the directive duties of a supervisor in his/her absence.

#### **ARTICLE XXII**

##### **Students**

1. It is agreed that the Company may employ person(s) as cooperative or engineering students, not to exceed thirty (30) cooperative or engineering students on the Company's properties at any one time, which students may be transferred from time to time from one job to another as desired by the Company for training in connection with the cooperative educational program. The cooperative or engineering students are not included within the scope of this Agreement, but their employment shall not result in the layoff or loss of promotional opportunity of any regular employees included within its scope.
2. It is also understood that, in furthering the purpose of the educational program for these cooperative or engineering students, their activities will not conflict with the usual work



assignments of regular employees and, upon request, the Company will furnish to the Local information concerning rates of pay and nature of work assignments of such students. Such students will be assigned to work activities only when associated with regular employees. Overtime work resulting from an assignment, which extends beyond the regular work period, will be permitted, but planned overtime will be assigned to these students only when regular employees usually assigned to the work are not available for such work. It is understood that Company policy does not permit cooperative or engineering students to operate Company vehicles in the course of their employment.

#### **ARTICLE XXIII**

##### **Contractors**

It is the policy of the Company to have its ordinary maintenance and repair work and such construction work, as is now the present practice, performed by its own employees except in cases of emergency, necessity or temporary peaks of work.

The Company will continue to review the matter of assigning ordinary maintenance and repair work on its property to outside contractors for the purpose of reducing such work assignments to the end that such work assignments be performed by employees of the Company when economically feasible to do so.

When it becomes necessary for the Company to use the services of outside contractors on ordinary maintenance and repair work, the rosters of employees assigned to ordinary *maintenance and repair work in any section using such outside contractors will be maintained* at their normal status so long as contractors are working in such section.

It is not the intention of the Company that the use of the services of outside contractors shall result in the layoff, demotion or reduction of pay of its regular employees.

#### **PART SIX BENEFIT PLANS**

#### **ARTICLE XXIV**

##### **NSTAR Savings Plan**

*Eligible employees may participate in the NSTAR Savings Plan which is incorporated herein and which will continue unchanged and in effect according to the terms of the Plan, so long as this Agreement shall be in effect.*

#### **ARTICLE XXV**

##### **NSTAR Pension Plan**

Eligible employees will participate in the NSTAR Pension Plan which is incorporated herein and which will continue unchanged and in effect according to the terms of the Plan, so long as this Agreement shall be in effect.

#### **ARTICLE XXVI**

##### **Disability Benefits Plan & Group Insurance**

Eligible employees will be covered under NSTAR's Disability Benefits Plan which is incorporated herein and which will continue unchanged and in effect according to the terms of the Plan, so long as this Agreement shall be in effect.

Eligible employees will be covered under NSTAR's Basic Group Life Plan, Accidental Death and Dismemberment Plan and Business Travel Accident Plan as are listed in the Group Welfare Benefits Plan for employees of NSTAR, which will continue unchanged and in effect, so long as this Agreement shall be in effect. Eligible employees, and their eligible dependents, may participate in NSTAR's Supplemental Life Plan, Dependent Life Plan, and Personal and Family Accident Plan as are listed in the Group Welfare Benefits Plan for employees of NSTAR, which will continue in effect according to the terms of the Plan, so long as this Agreement shall be in effect.

#### **ARTICLE XXVII**

##### **Health Plans**

Eligible employees, and their eligible dependents, may participate in NSTAR's Medical, Prescription Drug, Vision and Dental Plans as are listed in the Group Welfare Benefits Plan for employees of NSTAR, which will continue unchanged and in effect, so long as this Agreement shall be in effect.

#### **ARTICLE XXVIII**

##### **Section 125 Plans**

Eligible employees may participate in NSTAR's Dependent Care Plan, Flexible Spending Account and Health Savings Accounts, as are listed in the Group Welfare Benefits Plan for employees of NSTAR, which will continue in effect, so long as this Agreement shall be in effect.

#### **ARTICLE XXIX**

##### **Other Benefit Plans**

Eligible employees may receive Employee Assistance, Adoption Assistance and Education Benefits. The provisions of these benefits are summarized in the "Other Benefits" section of NSTAR's Spectrum of Benefits binder and are incorporated by reference herein.

#### **ARTICLE XXX**

##### **Medical Examinations**

The Medical Director shall examine, or cause to be examined, and pass upon the physical fitness of:

1. Any employee upon whom his/her own physician has placed restrictions shall be subject to examination until the restriction is removed.
2. When it is obvious, or if either the Company or the Local has information that the physical condition of an employee is such that it would be injurious to himself/herself, his/her fellow employees or the public, he/she may also be required to take a physical examination.
3. Employees returning to work as appropriate upon recovery from incapacity for ten (10) working days or more.
4. Employees, at their request, annually or by arrangement.
5. Employees requesting transfer to new positions.

If a conflict arises between the Medical Director hereafter, and/or his designated representative, and the treating healthcare provider concerning an individual's work capacity, the following process shall apply:

The Medical Director shall attempt to contact the treating healthcare provider. If NSTAR is unable to make contact after three (3) attempts within three (3) working days, the Medical

Director will notify the employee and the Union. The employee may then request the treating healthcare provider contact the Medical Director. If the treating healthcare provider fails to contact the Medical Director within one (1) working day, or the dialogue between the Medical Director and treating healthcare provider does not result in agreement over work capacity or return to work, the Medical Director may request an independent medical evaluation.

*Compensation for the examinations will be resolved pursuant to the Memorandum of Agreement executed by representatives of the Company and Local 369.*

## **PART SEVEN MISCELLANEOUS WORKING CONDITIONS**

### **ARTICLE XXXI**

#### **Work in Inclement Weather**

1. a. Employees on List #1 (Schedule F), except under emergency or urgent conditions, will not be required to perform their normal work outdoors during stormy weather or unusually hot or cold weather conditions which would be considered as detrimental to the health or safety of employees. Temperature at ten degrees (10°) or less fahrenheit will be considered severe weather.  
For overhead line forces only, temperatures at fifteen degrees (15°) or less fahrenheit, accompanied by high winds, will be considered severe weather.  
Employees not required to perform their scheduled outdoor work may be assigned to other work indoors which will be consistent or related to their skills, and they will be paid at their regular hourly rates in the same manner as if they had performed their scheduled outdoor work.
- b. Employees on List #2 (Schedule F) will be expected to perform their normal work regardless of weather conditions. However, supervisory personnel are to endeavor to re-arrange work assignments to avoid, insofar as practical, unnecessary exposure to severe or extreme conditions.
- c. Employees whose job titles do not appear on List #1 or List #2 (Schedule F) will be required to perform their normal work regardless of weather conditions. However, outdoor assignments will be made only when, in the opinion of management, such assignments should not be deferred.
2. If, in the opinion of a steward, the weather conditions are detrimental to the health or safety of the employee he/she represents, the steward may appeal to his/her immediate supervisor, and if necessary, to his/her manager. If the decision is not satisfactory to the steward, the man/woman shall continue to work, but the steward may file a grievance under Article XXXIV and Arbitration under Article XXXV.

### **ARTICLE XXXII**

#### **Clothing and Equipment**

1. For the safety and protection of its employees, the Company shall continue to have available hard hats, rubber coats, rubber boots, rubber gloves and work gloves for use by employees when necessary for their safety and protection.
2. The Company will provide individual hard hats and rubber boots for employees whose duties require frequent use of such clothing. The determination of the number of employees entitled to individual rubber clothing will be at the discretion of management.

An employee assigned individual rubber clothing will be responsible for loss resulting from his/her negligence.

3. The Company will supply necessary protective clothing for exposures occurring outside the ordinary activities of his/her employment.
4. The Company agrees to have available suitable clothing with which to work in any place where the assigned duties of an employee require exposure to acids, or in lieu thereof at the Company's discretion, it will reimburse such employee for any damage sustained to his/her clothing while so employed.
5. The Company will select and furnish the necessary equipment and proper tools for carrying out any assigned work.

## **PART EIGHT DISCIPLINE AND SETTLEMENT OF DISPUTES**

### **ARTICLE XXXIII**

#### **Discipline, Suspension, Discharge or Demotion**

1. Upon the suspension for disciplinary reasons of an employee, other than a probationary employee as defined in Article I, the Company will notify an officer of the Local verbally and the Secretary-Treasurer of the Local in writing and will give similar notice five (5) working days before the discharge or demotion for disciplinary reasons of any employee, other than a probationary employee.
2. The Local shall have the right, within ten (10) working days after such notice, to appeal in writing to the Director of Employee & Labor Relations on behalf of the employee suspended, discharged or demoted for disciplinary reasons; and, upon receipt of such appeal, the Director of Employee & Labor Relations, or his/her designated representative, will confer with the President and the Executive Board of the Local and other representatives of the Local, not to exceed five (5) in number.
3. After such a conference, a hearing on such appeal shall be conducted by the Company upon request of the Local. The hearing shall be conducted for the Company by a representative or representatives of the Company designated by the Senior Vice President of Human Resources or the Director of Employee & Labor Relations at which the employee involved shall be represented by the Local and the parties shall have the right to call witnesses.
4. If, as a result of such hearing, the Company and the Local cannot agree upon whether or not the employee is to be re-instated or upon the conditions of his/her re-instatement, the disagreement shall be subject to the Grievance Procedure in Article XXXIV, and may be submitted to immediate Arbitration under Article XXXV.

### **ARTICLE XXXIV**

#### **Grievance Procedure**

A grievance shall be defined as any disagreement between the Local and the Company over the interpretation or application of one or more terms of this Agreement or other conditions of employment. It is understood that only the Local or the Company may present grievances and that either party may do so in accordance with the procedure set forth below. The Local and the Company recognize the importance of having grievances heard and resolved as soon as possible; that there should be a sincere effort on the part of each of the parties to settle

differences at the lowest level of the grievance procedure possible and, therefore, agree that they will make every effort to process and respond to grievances in a timely manner.

- a. A first discussion shall take place among the employee, steward and employee's supervisor. If agreement is reached at this step, it shall be without precedent or prejudice and cannot be cited in any other case. If agreement is not reached, the employee and supervisor will note in writing their respective views of the facts on the Grievance Form.
- b. If either party is dissatisfied after Step 1, they will notify the Chief Steward or Department Manager within fifteen (15) calendar days. The Department Manager, or his/her designated representative, shall meet with the employee, Steward and Chief Steward and/or Executive Board member to attempt to resolve the grievance. If agreement is reached at this step, it shall be without precedent or prejudice and cannot be cited in any other case. If resolution is not reached, the Chief Steward or Department Manager shall so indicate on the Grievance Form within fifteen (15) days of the meeting.
- c. After the completion of Step 2, the aggrieved party may submit a written grievance. The grievance shall state specifically what provisions of the Agreement are alleged to have been violated, the date of the occurrence, facts and circumstances, employees involved and remedy sought. A conference shall then take place between the Business Agent and union representatives determined to assist in the case and the Company's management representatives designated to participate in such conferences. If a mutually satisfactory resolution is not reached at this level, the denying party shall notify the other in writing within fifteen (15) days unless extended by mutual agreement. The matter shall be deemed to have been resolved unless the party submitting the grievance refers it to arbitration, or request it be held in abeyance, within six (6) months of receiving the disposition of the grievance.
- d. Any grievance that is of too broad a scope to be settled by or within a Department shall in the first instance be submitted in writing by the Secretary-Treasurer of the Local to the Director of Employee & Labor Relations with a request for conference, which shall include the name(s) of the person(s) who will represent the aggrieved employee or employees.
- e. Employees shall not be paid for time spent when engaged in union activities except that they shall be paid their regular hourly rates for time spent during their scheduled working hours when conferring with the Management and when attending other meetings at the request of the Company. The term "conferring with the Management" shall include conferences between officers of the Local or stewards within the division concerned and the responsible officials of the Company within the department concerned and conferences with the Director of Employee & Labor Relations except that when conferring with the Director of Employee & Labor Relations under subparagraphs (c) and (d) of this Article not more than two (2) representatives of the Local and an aggrieved employee, when his/her attendance is necessary, shall be paid in accordance with this provision.

#### ARTICLE XXXV Arbitration

1. If any grievance arises during the term of this Agreement which is not settled by mutual agreement of the parties under the Grievance Procedure in the preceding Article within fifteen (15) days after it has been delivered as provided therein, such grievances shall be settled in the following manner:

- a. If all parties shall mutually agree, by immediate referral to arbitration as provided in this subparagraph (d) below.
- b. By one or more further conferences, as may be needed, between the Executive Board of the Local (with the addition of National Representatives of the Union) and the responsible officials of the Company.
- c. By final conference between the President of the Company (or his/her designated representative) and the President of the Union (or his/her designated representative).
- d. If any grievance is not settled by agreement in the aforesaid conferences, then it shall be submitted at the request of either party to a Board of Arbitration to be selected in the following manner: one arbitrator shall be chosen by the Company and one by the Local and the two arbitrators so chosen shall meet promptly and as often as may be necessary to select the third arbitrator who shall be Chairman of the Board.
- e. If the two arbitrators chosen by the Company and the Local are unable to agree upon the choice of the third arbitrator within five (5) days, he/she shall be appointed by the American Arbitration Association under its rules for appointment from panels.
- f. The Board of Arbitration so chosen shall meet promptly and as often as may be necessary for the purpose of settling said grievance. The decision of said Board shall be in writing and signed by all members of the Board concurring therein. The decision of the majority of the Board shall be final and binding upon both parties, and a copy (together with the signed opinion, if any, from a dissenting arbitrator) shall be delivered promptly to each of the parties.
- g. No Board of Arbitration or arbitrator shall have the power to add to or subtract from or modify any of the terms of this Agreement or to pass upon or decide any question except the grievance submitted to the Board in accordance with the foregoing provisions. No award or decision of a Board of Arbitration shall be retroactive for more than thirty (30) days before the grievance was reduced to writing as provided in paragraph (c) of the provisions for Grievance Procedure in the preceding Article. However, any arbitration decision which increased the rate of pay under Article XII, 2(b) which involved the introduction of new machinery, equipment, systems, operations, or procedures shall be retroactive to the date the employee was first assigned to the new duties.
- h. Either party when requesting arbitration shall do so by delivering to the other party a notice in writing setting forth the grievance and the name of the arbitrator chosen by the party so requesting arbitration.
- i. Each party shall compensate the arbitrator chosen by it for the time spent and expenses incurred in the arbitration, and the parties shall share equally in paying the compensation and expenses of the third arbitrator.

**PART NINE  
AMENDMENT AND DURATION OF AGREEMENT**

**ARTICLE XXXVI  
Amendments**

1. This Agreement is intended to cover the entire subject matter of the Company's relations with its employees as defined in Article I, except as provided in the Stipulations attached hereto, and except as provided for in Article IX entitled "Conformation to Laws, Regulations and Orders"; neither party shall have the right, without the consent of the

other parties to insist upon any addition thereto, change therein or deletion therefrom. Amendments to this Agreement may be made, however, and amendments proposed in writing by one party shall be considered by the others and discussed by the parties jointly; but, if as a result of such negotiations no amendments are agreed to, the disagreement shall not constitute a dispute subject to the Grievance Procedure in Article XXXIV or to Arbitration under Article XXXV.

#### **ARTICLE XXXVII**

##### **Duration of Agreement**

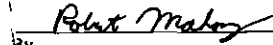
1. This Agreement, except as otherwise provided in this Article as to the NSTAR Pension Plan shall, upon the execution and delivery thereof, take effect as of May 29, 2005 and continue in effect to and including June 1, 2009 and thereafter from that date from year to year unless any party by written notice to the others given not less than sixty (60) days prior to June 1, 2009 or to June 1 of any subsequent year shall express its intention of terminating this Agreement on such date.
2. If, when such a notice of termination is given, a new contract has not been agreed to on or before the date upon which this Agreement is terminated, the parties may extend this Agreement for such further time as they shall mutually agree.
3. Effective as of May 29, 2005, the regular hourly pay rates of all employees covered by this Agreement shall be as set forth in "Hourly Pay Schedule C." Such increase shall not apply to the night work premiums as set forth in Schedule C.
4.
  - a. The NSTAR Pension Plan shall remain in effect to and including June 1, 2009 and shall be reviewed in 2009 by written notice from either party to the others given not less than sixty (60) days prior to June 1, 2009.
  - b. If notice is given in accordance with Section 4(a) of this Article and no agreement on the changes proposed in the NSTAR Pension Plan has been reached by June 1, 2009, the parties will make every effort to reach agreement thereafter. All provisions of the Agreement will remain in full force and effect thereafter except that:
    - (1) If no agreement has been reached by June 1, 2009, the provisions of Article VI, paragraph 1 will be waived until such Agreement is reached; and
    - (2) All provisions of the Agreement will be without force or effect during any period of any strike, retarding or stopping of work, or picketing that is authorized.
5. This Agreement shall be binding upon the parties hereto and on all successors and assigns of the Employer whether by sale, transfer, lease, acquisition, consolidation of operations or any portion of operations, or change of name.

IN WITNESS WHEREOF, this Agreement is signed in triplicate in the name and behalf of the parties by their duly authorized representative on the day and year first above written.

FOR NSTAR

  
By David F. Dorant

FOR UTILITY WORKERS UNION OF AMERICA, AFL-CIO

By   
By

FOR LOCAL NO. 369, UMWUA, AFL-CIO

  
By Gary F. Sullivan

I, Daniel F. Hurley, Secretary-Treasurer of Local 369, Utility Workers Union of America, AFL-CIO, hereby certify that at a special meeting of said Local duly called and held May 31, 2005, at which a quorum was present, the above Agreement was accepted and approved by the membership of said Local by a majority of the members present and voting.

  
By Daniel F. Hurley

Dated: 1-16-2007



**SCHEDULE A (P&M)  
JOBS IN UNIT**

Appliance Assembler  
Automobile Mechanic  
Backhoe Operator (Electric)  
Backhoe Operator (Gas)  
Cable Splicer 1C (New Bedford)  
Chauffeur  
Conduit Inspector-Maintenance  
Construction Inspector-Cable  
Construction Inspector-Conduit  
Construction Inspector-Engineering  
Construction Inspector-Major Projects  
Dispatcher  
Distribution Dispatcher  
Distribution Dispatcher Apprentice  
Distribution Planner (Gas)  
Drafter (Gas)  
Electric Customer Service Designer  
Expediter Inspector  
Field Clerk (Gas)  
Field Service Technician  
Field Service Technician Coordinator  
Field Service Technician Trainee  
Fitter & Service  
Fitter & Service Technician (Plymouth-Gas)  
Fossil Station Laborer  
Gas Pump Attendant  
Gas Sales Representative  
Hot Stick Line Worker  
Inspector-Cable  
Inspector-Conduit  
Inspector-Installations  
Inspector-Overhead  
Instrument & Lab Lead Person  
Instrument & Lab Technician  
Instrument & Repair Technician  
Instrument & Repair Technician (Gas)  
Instrument & Repair Technician Helper (Gas)  
Janitor Power Plants  
Laboratory Helper  
Laborer (Gas)  
Lamp Ranger  
Lead Technician (Gas)  
Leader-Automobile Repair  
Leader-Building Painter  
Leader-Cable & Conduit Earth Auger Operator

Leader-Equipment Service  
Leader-Mechanical Maintenance  
Leader-Overhead Lines  
Leader-Underground Lineworker  
Lineworker-Overhead  
Lineworker-Underground  
LNG Operator & Repair Technician (Gas)  
Low Tension Troubleshooter  
Maintenance & Repair Technician (Gas)  
Maintenance & Repair Technician Helper (Gas)  
Maintenance Mechanic Special  
Master Electrician  
Material Coordinator  
Material Handler  
Mechanic  
Mechanic Apprentice  
Mechanic-Buildings Maintenance  
Mechanic-Central Shop  
Mechanic-Electrical Maintenance  
Mechanic-Electrical Maintenance Aerial Lift  
Mechanic-Equipment Service  
Mechanic-Facilities  
Mechanic-Mechanical Maintenance  
Office Cleaner  
Office Cleaner-Southern District  
Oil Cable Inspector-Maintenance  
Operating Mechanic  
Operating Mechanic Apprentice  
Operator-Generating Station  
Operator-Substation  
Overhead Hot Stick Trouble Shooter  
Painter-Buildings  
Painter-Production  
Power Plant Assistant  
Repair Technician (Gas)  
Repair Technician Helper (Gas)  
Report Dispatcher  
Roving Operator  
Service Dispatcher  
Service Technician/Fitter (Gas)  
Service Technician/Fitter (New Bedford-Gas)  
Service Technician/Fitter Helper (New Bedford-Gas)  
Station Electrician Leadman  
Steam Fitter Special  
Stock Keeper  
Stock Keeper Duplicating  
System Dispatcher  
System Dispatcher Apprentice

Technical Investigator  
Technician-Laboratory  
Technician-Laboratory-Crane Operator  
Transportation Dispatcher  
Transportation Inspector-Maintenance  
Trucking Coordinator  
Underground Apprentice  
Underground Lineworker/Leader/Troubleshooter  
Underground Training Coordinator  
Underground Trouble Shooter  
Utility  
Utility (Gas)  
Utility Technician  
Utility Worker  
Utility Worker-Building Maintenance  
Utility Worker-Prudential  
Water Tender  
Welder Utility (Gas)  
Working Foreperson Underground Distribution  
Working Leader Distribution (Gas-New Bedford)  
Working Leader (Gas)  
Working Leader Gas Distribution (Plymouth)  
Working Leader Gas Supply (New Bedford)  
Working Leader-Meter Representative (Gas)

**SCHEDULE A (OT&P)  
JOBS IN UNIT**

Account Support Representative  
Accountant  
Accountant/Analyst  
Administrative Coordinator  
Associate Buyer-Planner  
Associate Economic Development Specialist  
Business Customer Service Representative  
Business Services Analyst  
Buyer-Planner  
Checker-Mechanical  
Checking Clerk  
Chemist  
Clerk  
Compliance Analyst  
Computer Operator  
Computer Operator-Leader  
Computer Operator-Trainer  
Computer Technician  
Construction Cost Technician  
Contract Management Engineer  
Cost Accounting Technician  
Cost Control Technician  
Customer Relations Control Clerk  
Customer Service Associate  
Customer Service Clerk  
Customer Service Engineer  
Customer Service Representative  
Data Input and Control Clerk  
Department Administrative Assistant  
Designer  
Distribution Planner (Gas)  
Drafting Technician  
Duplicating Machine Operator  
Economic Development Specialist  
EDS Office Assistant  
Electrical Control Clerk  
Engineer  
Engineer Analyst-SCADA  
Engineer-Associate  
Engineer Grade 4  
Estimator  
Facilities Technical Assistant  
Field Clerk (Gas)  
Field Meter Representative (Gas)

Field Monitor  
Field Service Coordinator  
Field Service Meter Reader  
Field Service Representative  
Fixed Asset Analyst  
Gas Sales Representative  
Graphic Artist  
Graphic Design Specialist  
Group Leader  
Inserter Machine Operator  
Interval Data Operation Clerk  
IS Asset Staff Analyst  
Key Punch Operator  
Lead Computer Technician  
Lead Drafting Technician  
Lead Senior Designer  
Leader-Computer Technical  
Legal Claims Special Collector  
Logistics Systems Coordinator  
Meter Office Administrator  
Meter Reader  
Meter Route Clerk  
Mid Account Executive  
Office Assistant  
Operations Office Administrator  
Payroll Representative  
Power Systems Technician  
Project Engineer-Energy Management  
Project Engineer-Facilities  
Records Keeper  
Research Clerk  
Revenue Protection Administrator  
Right-of-Way Agent  
Rights, Permits & Work Order Clerk  
Route Clerk  
Route Coordinator  
Senior Buyer/Planner  
Senior Computer Technician  
Senior Customer Relations Control Clerk  
Senior Customer Service Associate  
Senior Customer Service Representative  
Senior Designer  
Senior Telecommunications Analyst  
Service Technician  
Software Staff Analyst  
Special Collections Coordinator  
Special Collector  
Supply Management Technician

System Operations Assistant  
Systems & Procedure Analyst  
Technical Clerk  
Telecommunications Coordinator  
Telephone Operator  
Working Leader Planning (Gas)

**NSTAR**  
**HOURLY PAY SCHEDULE C**  
**Production & Maintenance and Office-Technical & Professional Unit**

1. This hourly pay schedule sets forth the regular hourly pay rates for all job classifications and progression steps within these classifications. It includes the three percent (3%) general wage increase effective May 29, 2005, the three percent (3%) general wage increase effective May 16, 2006, the three percent (3%) general wage increase effective May 16, 2007, and the three percent (3%) general wage increase effective May 16, 2008.
2. "Night Work" premiums shall be paid as follows:
  - a. Effective January 1, 2006, a premium of one dollar and fifty cents (\$1.50) per hour will be paid for hours worked on posted schedules starting after 1:59 p.m. and before 10:00 P.M.
  - b. Effective January 1, 2006, a premium of one dollar and fifty cents (\$1.50) per hour will be paid for hours worked on posted schedules starting after 9:59 p.m. and before 6:00 a.m.
3. Progression in P&M hourly pay schedules having more than one step shall be as follows unless otherwise mutually agreed to under separate agreements:
  - a. An employee on the first step of a two-step schedule shall work on that step for six (6) months and then be advanced to the top of his/her schedule.
  - b. An employee on the first step of a three-step schedule shall work on that step for six (6) months and then be advanced to the second step where he shall work for six (6) months and then be advanced to the top of his/her schedule.
4. Progression in OT&P hourly pay schedules having more than one step shall be as follows unless otherwise mutually agreed to under separate agreements:

**LIST I**

  - a. An employee on the first step of a two-step schedule shall work on that step for six (6) months and then be advanced to the top step of his/her schedule.
  - b. An employee on the first step of a three-step schedule shall work on that step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.
  - c. An employee on the first step of a four-step schedule shall work on that step for three (3) months then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the third step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.
  - d. An employee on the first step of a five-step schedule shall work on that step for three (3) months then be advanced to the second step where he/she shall work for three (3) months and then be advanced to the third step where he/she shall work for six (6) months and then be advanced to the fourth step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.

**LIST II**

  - a. An employee on the first step of a two-step schedule shall work on that step for six (6) months and then be advanced to the top step of his/her schedule.
  - b. An employee on the first step of a three-step schedule shall work on that step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.

- c. An employee on the first step of a four step schedule shall work on that step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the third step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.
- d. An employee on the first step of a five step schedule shall work on that step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the third step where he/she shall work for six (6) months and then be advanced to the fourth step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.
- e. An employee on the first step of a six step schedule shall work on that step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the third step where he/she shall work for six (6) months and then be advanced to the fourth step where he/she shall work for six (6) months and then be advanced to the fifth step where he/she shall work for six (6) months and then be advanced to the top step of his/her schedule.

LIST III

- a. An employee shall work on the first step for six (6) months and then be advanced to the second step where he/she shall work for six (6) months and then be advanced to the third step where he/she shall work for twelve (12) months and then be advanced to the fourth step where he/she shall work for six (6) months and then be advanced to the fifth step where he/she shall work for twelve (12) months and then be advanced to the top step of his/her schedule.



**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2006**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Auto Mechanic A	B0623	2005-05-29	\$29.13							
		2006-05-16	\$30.00							
		2007-05-16	\$30.90							
		2008-05-16	\$31.83							
Months to Next Step			999							
Auto Mechanic B	B0624	2005-05-29	\$25.21	\$26.21						
		2006-05-16	\$25.97	\$27.00						
		2007-05-16	\$26.75	\$27.81						
		2008-05-16	\$27.53	\$28.54						
Months to Next Step			6	999						
Auto Mechanic C	B0625	2005-05-29	\$22.03	\$22.75	\$23.76					
		2006-05-16	\$22.71	\$23.43	\$24.47					
		2007-05-16	\$23.39	\$24.13	\$25.20					
		2008-05-16	\$24.09	\$24.85	\$25.96					
Months to Next Step			6	6	999					
Auto Mechanic D	B0626	2005-05-29	\$20.79	\$21.61	\$22.54					
		2006-05-16	\$21.41	\$22.26	\$23.22					
		2007-05-16	\$22.05	\$22.93	\$23.92					
		2008-05-16	\$22.71	\$23.62	\$24.64					
Months to Next Step			6	6	999					
Backhoe Operator (Elec)	B1599	2005-05-29	\$25.48							
		2006-05-16	\$26.24							
		2007-05-16	\$27.03							
		2008-05-16	\$27.84							
Months to Next Step			999							
Backhoe Operator (Gas)	B1598	2005-05-29	\$30.39							
		2006-05-16	\$31.29							
		2007-05-16	\$32.23							
		2008-05-16	\$33.20							
Months to Next Step			999							
Cable Splicer 1C (NB)	B1600	2005-05-29	\$31.56	\$32.57						
		2006-05-16	\$32.51	\$33.55						
		2007-05-16	\$33.49	\$34.56						
		2008-05-16	\$34.49	\$35.60						
Months to Next Step			6	999						
Chauffeur	B0647	2005-05-29	\$22.75	\$23.76	\$24.80					
		2006-05-16	\$23.43	\$24.47	\$25.52					
		2007-05-16	\$24.13	\$25.20	\$26.31					
		2008-05-16	\$24.85	\$25.96	\$27.10					
Months to Next Step			6	6	999					
Conduit Inspector - Master A	B1060	2005-05-29	\$28.12							
		2006-05-16	\$28.96							
		2007-05-16	\$29.83							
		2008-05-16	\$30.72							
Months to Next Step			999							
Const Insp Cable A	B0608	2005-05-29	\$33.19	\$33.97						
		2006-05-16	\$34.19	\$34.99						
		2007-05-16	\$35.22	\$36.04						
		2008-05-16	\$36.28	\$37.12						
Months to Next Step			6	999						

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	RT Date	1	2	3	4	5	6	7	8
Const Insp Cable B	B0609	2005-05-29	\$29.24	\$31.56						
		2006-05-16	\$30.12	\$32.51						
		2007-05-16	\$31.03	\$33.49						
		2008-05-16	\$31.95	\$34.49						
Months to Next Step			6	999						
Const Insp Conduit A	B0690	2005-05-29	\$33.00							
		2006-05-16	\$33.79							
		2007-05-16	\$35.01							
		2008-05-16	\$36.06							
Months to Next Step			999							
Const Insp Conduit B	B0691	2005-05-29	\$32.07							
		2006-05-16	\$33.03							
		2007-05-16	\$34.02							
		2008-05-16	\$35.04							
Months to Next Step			999							
Const Insp Conduit C	B0692	2005-05-29	\$28.00							
		2006-05-16	\$27.65							
		2007-05-16	\$28.40							
		2008-05-16	\$29.33							
Months to Next Step			\$30.21							
Const Insp. Major Projects	B0693	2005-05-29	\$30.92	\$32.95						
		2006-05-16	\$31.85	\$33.94						
		2007-05-16	\$32.81	\$34.96						
		2008-05-16	\$33.79	\$36.01						
Months to Next Step			6	999						
Dispatcher	B1147	2005-05-29	\$36.26							
		2006-05-16	\$37.35							
		2007-05-16	\$38.47							
		2008-05-16	\$39.62							
Months to Next Step			999							
Distrib Disp App 1	B1151	2005-05-29	\$32.23							
		2006-05-16	\$33.20							
		2007-05-16	\$34.20							
		2008-05-16	\$35.23							
Months to Next Step			999							
Distrib Disp App 2	B1150	2005-05-29	\$32.61							
		2006-05-16	\$33.59							
		2007-05-16	\$34.60							
		2008-05-16	\$35.64							
Months to Next Step			999							
Distrib Disp App 3	B1149	2005-05-29	\$33.40							
		2006-05-16	\$34.40							
		2007-05-16	\$35.43							
		2008-05-16	\$36.49							
Months to Next Step			999							
Distribution Disp	B1148	2005-05-29	\$34.44							
		2006-05-16	\$35.47							
		2007-05-16	\$36.53							
		2008-05-16	\$37.63							
Months to Next Step			999							

**Local 369 - Production and Maintenance Pay Schedule**  
**May 25, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Distribution Planner (Gas)	B1601	2005-05-29	\$32.48							
		2006-05-16	\$33.45							
		2007-05-16	\$34.45							
		2008-05-16	\$35.48							
Months to Next Step			999							
Drafter (Gas)	B1604	2005-05-29	\$25.59							
		2006-05-16	\$26.15							
		2007-05-16	\$26.93							
		2008-05-16	\$27.74							
Months to Next Step			999							
Elec Cntrl Svcs Dgnr	B1218	2005-05-29	\$34.21							
		2006-05-16	\$35.24							
		2007-05-16	\$36.30							
		2008-05-16	\$37.39							
Months to Next Step			999							
Elec Motor Tester B	B0737	2005-05-29	\$23.74	\$25.42	\$26.79					
		2006-05-16	\$24.43	\$26.18	\$27.59					
		2007-05-16	\$25.18	\$26.97	\$28.42					
		2008-05-16	\$25.94	\$27.78	\$29.27					
Months to Next Step			6	6	999					
Elec Motor Tester C	B0738	2005-05-29	\$23.74	\$24.79						
		2006-05-16	\$24.45	\$25.53						
		2007-05-16	\$25.18	\$26.30						
		2008-05-16	\$25.94	\$27.09						
Months to Next Step			6	999						
Elec Motor Tester D	B0739	2005-05-29	\$20.13	\$21.73	\$23.14					
		2006-05-16	\$20.72	\$22.38	\$23.83					
		2007-05-16	\$21.34	\$23.05	\$24.54					
		2008-05-16	\$21.98	\$23.74	\$25.28					
Months to Next Step			6	6	999					
Expeditor Inspec	B0757	2005-05-29	\$26.14	\$27.21	\$28.56					
		2006-05-16	\$26.92	\$28.03	\$29.42					
		2007-05-16	\$27.73	\$28.87	\$30.30					
		2008-05-16	\$28.56	\$29.74	\$31.21					
Months to Next Step			6	6	999					
Field Clerk (Gas)	B1597	2005-05-29	\$27.48							
		2006-05-16	\$28.30							
		2007-05-16	\$29.15							
		2008-05-16	\$30.02							
Months to Next Step			999							
Field Serv Tech-L1	B1218	2005-05-29	\$24.28	\$25.43	\$26.64	\$27.82				
		2006-05-16	\$25.01	\$26.21	\$27.44	\$28.65				
		2007-05-16	\$25.76	\$27.00	\$28.26	\$29.51				
		2008-05-16	\$26.53	\$27.81	\$29.11	\$30.40				
Months to Next Step			6	6	6	999				
Field Serv Tech-L2	B1211	2005-05-29	\$28.86	\$30.03						
		2006-05-16	\$29.73	\$30.93						
		2007-05-16	\$30.62	\$31.86						
		2008-05-16	\$31.54	\$32.82						
Months to Next Step			6	999						

**Local 349 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Field Serv Tech-LJB	B1212	2005-05-29	\$30.71							
		2006-05-16	\$31.63							
		2007-05-16	\$32.58							
		2008-05-16	\$33.56							
Months to Next Step			999							
Field Serv Tech-LJB&A	B1213	2005-05-29	\$31.42	\$32.12						
		2006-05-16	\$32.36	\$33.06						
		2007-05-16	\$33.33	\$34.07						
		2008-05-16	\$34.33	\$35.09						
Months to Next Step			6	999						
Field Serv Tech-Trainee	B1209	2005-05-29	\$23.13							
		2006-05-16	\$23.82							
		2007-05-16	\$24.53							
		2008-05-16	\$25.27							
Months to Next Step			999							
Field Service Tech Coordinator	B1640	2005-05-29	\$33.30							
		2006-05-16	\$34.30							
		2007-05-16	\$35.33							
		2008-05-16	\$36.39							
Months to Next Step			999							
Fitter & Srv Tech 1C (Fly-Gas)	B1603	2005-05-29	\$30.84							
		2006-05-16	\$31.77							
		2007-05-16	\$32.72							
		2008-05-16	\$33.70							
Months to Next Step			999							
Fitter & Srv Tech 2C (Fly-Gas)	B1604	2005-05-29	\$26.57							
		2006-05-16	\$27.37							
		2007-05-16	\$28.19							
		2008-05-16	\$29.04							
Months to Next Step			999							
Fitter & Srv Tech 3C (Fly-Gas)	B1627	2005-05-29	\$24.82							
		2006-05-16	\$25.56							
		2007-05-16	\$26.33							
		2008-05-16	\$27.12							
Months to Next Step			999							
Gas Sales Representative	B1606	2005-05-29	\$34.53							
		2006-05-16	\$35.59							
		2007-05-16	\$36.66							
		2008-05-16	\$37.76							
Months to Next Step			999							
H S Line Worker	B0782	2005-05-29	\$32.14	\$33.35						
		2006-05-16	\$33.10	\$34.35						
		2007-05-16	\$34.09	\$35.38						
		2008-05-16	\$35.11	\$36.44						
Months to Next Step			6	999						
Insul Installations A	B0789	2005-05-29	\$28.88	\$29.78						
		2006-05-16	\$29.75	\$30.67						
		2007-05-16	\$30.64	\$31.59						
		2008-05-16	\$31.56	\$32.54						
Months to Next Step			6	999						

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2002 Through May 14, 2005**

Job Title	Job Code	RT Date	1	2	3	4	5	6	7	8
Instp Installation B	B0790	2005-05-29	\$28.88							
		2006-05-16	\$29.75							
		2007-05-16	\$30.64							
		2008-05-16	\$31.56							
Months to Next Step			999							
Inspector Overhead	B0794	2005-05-29	\$26.79	\$27.70						
		2006-05-16	\$27.59	\$28.53						
		2007-05-16	\$28.42	\$29.39						
		2008-05-16	\$29.27	\$30.27						
Months to Next Step			6	999						
Inst & Repair Tech 1C (Gas)	B1607	2005-05-29	\$32.35							
		2006-05-16	\$33.32							
		2007-05-16	\$34.32							
		2008-05-16	\$35.35							
Months to Next Step			999							
Inst & Repair Tech 2C (Gas)	B1644	2005-05-29	\$39.04							
		2006-05-16	\$39.91							
		2007-05-16	\$40.81							
		2008-05-16	\$41.73							
Months to Next Step			999							
Inst & Repair Tech Hlgr (Gas)	B1645	2005-05-29	\$26.18							
		2006-05-16	\$26.97							
		2007-05-16	\$27.78							
		2008-05-16	\$28.61							
Months to Next Step			999							
Laborer (Gas)	B1608	2005-05-29	\$22.76							
		2006-05-16	\$23.46							
		2007-05-16	\$24.16							
		2008-05-16	\$24.88							
Months to Next Step			999							
Lamp Ranger	B1242	2005-05-29	\$28.91							
		2006-05-16	\$29.78							
		2007-05-16	\$30.67							
		2008-05-16	\$31.59							
Months to Next Step			999							
Lead Technician (Gas)	B1609	2005-05-29	\$50.35							
		2006-05-16	\$51.26							
		2007-05-16	\$52.20							
		2008-05-16	\$53.17							
Months to Next Step			999							
Leader, Auto Repair	B0814	2005-05-29	\$29.96	\$31.23						
		2006-05-16	\$30.86	\$32.17						
		2007-05-16	\$31.79	\$33.14						
		2008-05-16	\$32.74	\$34.13						
Months to Next Step			6	999						
Leader, Equip Service	B0820	2005-05-29	\$30.78	\$31.60						
		2006-05-16	\$30.67	\$32.55						
		2007-05-16	\$31.59	\$33.53						
		2008-05-16	\$32.54	\$34.54						
Months to Next Step			6	999						

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Ladder, Overhead Lines	B0023	2005-05-29	\$35.11							
		2006-05-16	\$36.16							
		2007-05-16	\$37.24							
		2008-05-16	\$38.36							
Months to Next Step			999							
Ladder, UG Lineworker	B1548	2005-05-29	\$32.07							
		2006-05-16	\$33.03							
		2007-05-16	\$34.02							
		2008-05-16	\$35.04							
Months to Next Step			999							
Lineworker O H A	B0829	2005-05-29	\$29.60	\$30.84						
		2006-05-16	\$30.40	\$31.77						
		2007-05-16	\$31.40	\$32.72						
		2008-05-16	\$32.34	\$33.70						
Months to Next Step			6	999						
Lineworker O H B	B0830	2005-05-29	\$25.81	\$27.46						
		2006-05-16	\$26.58	\$28.28						
		2007-05-16	\$27.38	\$29.13						
		2008-05-16	\$28.20	\$30.00						
Months to Next Step			6	999						
Lineworker O H C	B0831	2005-05-29	\$23.00	\$23.74						
		2006-05-16	\$23.69	\$24.43						
		2007-05-16	\$24.40	\$25.18						
		2008-05-16	\$25.13	\$25.94						
Months to Next Step			6	999						
Lineworker, UG Class #1	B1570	2005-05-29	\$31.86							
		2006-05-16	\$32.82							
		2007-05-16	\$33.90							
		2008-05-16	\$34.81							
Months to Next Step			999							
Lineworker, UG Class #2	B1572	2005-05-29	\$27.65							
		2006-05-16	\$28.48							
		2007-05-16	\$29.33							
		2008-05-16	\$30.21							
Months to Next Step			999							
Lineworker, UG Class #3	B1574	2005-05-29	\$21.31	\$23.70	\$24.97					
		2006-05-16	\$21.95	\$24.41	\$25.72					
		2007-05-16	\$22.61	\$25.14	\$26.49					
		2008-05-16	\$23.29	\$25.89	\$27.28					
Months to Next Step			6	9	999					
LNG Oper & Repair Tech (Gas)	B1610	2005-05-29	\$30.53							
		2006-05-16	\$30.44							
		2007-05-16	\$31.35							
		2008-05-16	\$32.29							
Months to Next Step			999							
Maist & Repair Tech IC (Gas)	B1634	2005-05-29	\$29.55							
		2006-05-16	\$30.44							
		2007-05-16	\$31.35							
		2008-05-16	\$32.29							
Months to Next Step			999							

**Local 369 - Production and Maintenance Pay Schedule**  
 May 29, 2005 Through May 16, 2008

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Maint & Repair Tech 2C (Gas)	B1633	2005-05-29	\$26.96							
		2006-05-16	\$27.77							
		2007-05-16	\$28.60							
		2008-05-16	\$29.46							
Months to Next Step			999							
Maint & Repair Tech 3C (Gas)	B1632	2005-05-29	\$25.54							
		2006-05-16	\$26.31							
		2007-05-16	\$27.10							
		2008-05-16	\$27.91							
Months to Next Step			999							
Maint & Repair Tech 4C (Gas)	B1631	2005-05-29	\$24.06							
		2006-05-16	\$24.78							
		2007-05-16	\$25.52							
		2008-05-16	\$26.29							
Months to Next Step			999							
Master Electrician	B1643	2005-05-29	\$34.58							
		2006-05-16	\$35.62							
		2007-05-16	\$36.69							
		2008-05-16	\$37.79							
Months to Next Step			999							
Material Coordinator	B1576	2005-05-29	\$28.19							
		2006-05-16	\$29.04							
		2007-05-16	\$29.91							
		2008-05-16	\$30.81							
Months to Next Step			999							
Material Handler	B1578	2005-05-29	\$21.50	\$23.27	\$25.07	\$26.81				
		2006-05-16	\$22.15	\$23.97	\$25.82	\$27.61				
		2007-05-16	\$22.81	\$24.69	\$26.59	\$28.44				
		2008-05-16	\$23.49	\$25.43	\$27.39	\$29.29				
Months to Next Step			12	12	12	999				
Mech Bldg Maint A	B0835	2005-05-29	\$27.61	\$28.56						
		2006-05-16	\$28.44	\$29.42						
		2007-05-16	\$29.29	\$30.39						
		2008-05-16	\$30.17	\$31.21						
Months to Next Step			6	999						
Mech Bldg Maint B	B0836	2005-05-29	\$24.31	\$25.31						
		2006-05-16	\$25.04	\$26.07						
		2007-05-16	\$25.79	\$26.83						
		2008-05-16	\$26.56	\$27.66						
Months to Next Step			6	999						
Mech Bldg Maint C	B0837	2005-05-29	\$22.31	\$23.31						
		2006-05-16	\$22.98	\$24.01						
		2007-05-16	\$23.67	\$24.73						
		2008-05-16	\$24.38	\$25.47						
Months to Next Step			6	999						
Mech Equip Service B	B0845	2005-05-29	\$27.09	\$28.50						
		2006-05-16	\$27.90	\$29.36						
		2007-05-16	\$28.74	\$30.24						
		2008-05-16	\$29.60	\$31.15						
Months to Next Step			6	999						

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2005**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Mech Equip Service C	B0046	2005-05-29	\$21.87	\$23.25	\$24.27					
		2006-05-16	\$22.53	\$23.95	\$25.00					
		2007-05-16	\$23.21	\$24.67	\$25.75					
		2008-05-16	\$23.91	\$25.41	\$26.52					
Months to Next Step			6	6	999					
Mech Mach Maint A	B0047	2005-05-29	\$18.16	\$19.02						
		2006-05-16	\$19.00	\$19.89						
		2007-05-16	\$19.87	\$20.79						
		2008-05-16	\$20.77	\$21.71						
Months to Next Step			6	6	999					
Mech Mach Maint B	B0048	2005-05-29	\$25.60	\$26.64						
		2006-05-16	\$26.37	\$27.44						
		2007-05-16	\$27.16	\$28.26						
		2008-05-16	\$27.97	\$29.11						
Months to Next Step			6	6	999					
Mech Mach Maint C	B0049	2005-05-29	\$22.61	\$24.07	\$25.12					
		2006-05-16	\$23.29	\$24.79	\$25.87					
		2007-05-16	\$23.99	\$25.53	\$26.65					
		2008-05-16	\$24.71	\$26.30	\$27.45					
Months to Next Step			6	6	999					
Mechanic	B0050	2005-05-29	\$31.71							
		2006-05-16	\$32.66							
		2006-12-03	\$33.11							
		2007-05-16	\$34.10							
		2008-05-16	\$35.12							
Months to Next Step			999							
Mechanic Apprentice E	B0060	2005-05-29	\$22.61							
		2006-05-16	\$23.29							
		2007-05-16	\$23.99							
		2008-05-16	\$24.71							
Months to Next Step			999							
Mechanic Apprentice F	B0061	2005-05-29	\$23.47							
		2006-05-16	\$24.17							
		2007-05-16	\$24.90							
		2008-05-16	\$25.65							
Months to Next Step			999							
Mechanic Apprentice G	B0062	2005-05-29	\$24.27							
		2006-05-16	\$25.00							
		2007-05-16	\$25.75							
		2008-05-16	\$26.52							
Months to Next Step			999							
Mechanic Apprentice H	B0063	2005-05-29	\$25.12							
		2006-05-16	\$25.87							
		2007-05-16	\$26.65							
		2008-05-16	\$27.45							
Months to Next Step			999							
Mechanic Apprentice I	B0064	2005-05-29	\$25.93							
		2006-05-16	\$26.71							
		2007-05-16	\$27.51							
		2008-05-16	\$28.34							
Months to Next Step			999							



**Local 349 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 14, 2008**

Job Title	Job Code	Exp Date	1	2	3	4	5	6	7	8
Mechanic Apprentice K	B0865	2005-05-29	\$26.76							
		2006-05-16	\$27.56							
		2007-05-16	\$28.39							
		2008-05-16	\$29.24							
Months to Next Step			999							
Mechanic Apprentice L	B0866	2005-05-29	\$27.58							
		2006-05-16	\$28.41							
		2007-05-16	\$29.26							
		2008-05-16	\$30.14							
Months to Next Step			999							
Mechanic Apprentice M	B0867	2005-05-29	\$28.43							
		2006-05-16	\$29.28							
		2007-05-16	\$30.16							
		2008-05-16	\$31.06							
Months to Next Step			999							
Mechanic Apprentice N	B0868	2005-05-29	\$29.24							
		2006-05-16	\$30.12							
		2007-05-16	\$31.02							
		2008-05-16	\$31.95							
Months to Next Step			999							
Mechanic Apprentice P	B0869	2005-05-29	\$30.05							
		2006-05-16	\$30.95							
		2007-05-16	\$31.88							
		2008-05-16	\$32.84							
Months to Next Step			999							
Mechanic Apprentice R	B0870	2005-05-29	\$30.89							
		2006-05-16	\$31.82							
		2007-05-16	\$32.77							
		2008-05-16	\$33.75							
Months to Next Step			999							
Mechanic Craft Ship A	B0871	2005-05-29	\$28.20	\$28.93	\$32.17					
		2006-05-16	\$29.05	\$29.80	\$33.14					
		2007-05-16	\$29.92	\$30.69	\$34.13					
		2008-05-16	\$30.82	\$31.61	\$35.15					
Months to Next Step			12	12	999					
Mechanic Craft Ship B	B0872	2005-05-29	\$27.17	\$27.77	\$28.36					
		2006-05-16	\$27.99	\$28.60	\$29.21					
		2007-05-16	\$28.83	\$29.46	\$30.09					
		2008-05-16	\$29.69	\$30.34	\$30.99					
Months to Next Step			12	12	999					
Mechanic Facilities-Journey	B1669	2005-12-22	\$32.12							
		2006-05-16	\$33.08							
		2007-05-16	\$34.07							
		2008-05-16	\$35.09							
Months to Next Step			999							
Mechanic Facilities-Master	B1670	2005-12-22	\$34.56							
		2006-05-16	\$35.62							
		2007-05-16	\$36.69							
		2008-05-16	\$37.79							
Months to Next Step			999							

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
O H Hot Stick T Sh	B0096	2005-05-29	\$33.48	\$33.54						
		2006-05-16	\$34.48	\$36.67						
		2007-05-16	\$35.51	\$37.71						
		2008-05-16	\$36.58	\$38.84						
Months to Next Step			6	999						
Office Cleaner-Southern District	B1699	2005-05-29	\$20.12	\$21.70	\$21.88	\$22.89	\$24.31			
		2006-05-16	\$20.72	\$22.15	\$22.54	\$23.58	\$25.04			
		2007-05-16	\$21.34	\$23.02	\$23.22	\$24.29	\$25.79			
		2008-05-16	\$21.98	\$23.71	\$23.92	\$25.02	\$26.56			
Months to Next Step			6	6		6	999			
Oil Cab Insp Maint A	B0914	2005-05-29	\$28.53	\$29.64						
		2006-05-16	\$29.41	\$30.53						
		2007-05-16	\$30.29	\$31.43						
		2008-05-16	\$31.20	\$32.39						
Months to Next Step			6	999						
Oil Cab Insp Maint B	B0915	2005-05-29	\$24.75	\$25.73						
		2006-05-16	\$25.49	\$26.50						
		2007-05-16	\$26.25	\$27.30						
		2008-05-16	\$27.04	\$28.12						
Months to Next Step			6	999						
Operating Mech Apprentice	B1159	2005-05-29	\$20.10	\$21.68	\$23.53	\$24.78	\$25.93	\$27.46	\$29.24	\$30.89
		2006-05-16	\$20.70	\$22.54	\$24.24	\$25.52	\$26.71	\$28.28	\$30.12	\$31.82
		2007-05-16	\$21.32	\$23.22	\$24.97	\$26.29	\$27.51	\$29.13	\$31.02	\$32.77
		2008-05-16	\$21.96	\$23.92	\$25.72	\$27.08	\$28.34	\$30.00	\$31.95	\$33.75
Months to Next Step			999	999	995	999	999	999	999	999
Operating Mechanic	B1158	2005-05-29	\$32.95							
		2006-05-16	\$33.94							
		2007-05-16	\$34.96							
		2008-05-16	\$36.01							
Months to Next Step			999							
Operator Substat A	B0921	2005-05-29	\$30.37							
		2006-05-16	\$31.28							
		2007-05-16	\$32.22							
		2008-05-16	\$33.19							
Months to Next Step			999							
Operator Substat B	B0922	2005-05-29	\$24.78	\$26.75	\$29.11					
		2006-05-16	\$25.52	\$27.55	\$29.98					
		2007-05-16	\$26.29	\$28.38	\$30.88					
		2008-05-16	\$27.08	\$29.23	\$31.81					
Months to Next Step			6	6	999					
Operator Substat C	B0923	2005-05-29	\$20.10	\$21.88	\$23.53					
		2006-05-16	\$20.70	\$22.54	\$24.24					
		2007-05-16	\$21.32	\$23.22	\$24.97					
		2008-05-16	\$21.96	\$23.92	\$25.72					
Months to Next Step			6	6	999					
Painter Production A	B0930	2005-05-29	\$28.98							
		2006-05-16	\$29.85							
		2007-05-16	\$30.75							
		2008-05-16	\$31.67							
Months to Next Step			999							

**Level 369 - Production and Maintenance Pay Schedule**  
May 29, 2005 Through May 16, 2006

Job Title	Job Code	Pay Date	1	2	3	4	5	6	7	8
Painter Production B	B0921	2005-05-29	\$25.05	\$26.19	\$27.27					
		2006-05-16	\$25.80	\$26.96	\$28.09					
		2007-05-16	\$26.57	\$27.79	\$28.93					
		2008-05-16	\$27.37	\$28.62	\$29.80					
Months to Next Step			6	6	999					
Repair Technician 1C (Gas)	B1613	2005-05-29	\$27.81							
		2006-05-16	\$28.64							
		2007-05-16	\$29.50							
		2008-05-16	\$30.39							
Months to Next Step			999							
Repair Technician 2C (Gas)	B1635	2005-05-29	\$25.25							
		2006-05-16	\$26.01							
		2007-05-16	\$26.79							
		2008-05-16	\$27.59							
Months to Next Step			999							
Repair Technician Halper (Gas)	B1638	2005-05-29	\$24.06							
		2006-05-16	\$24.78							
		2007-05-16	\$25.52							
		2008-05-16	\$26.29							
Months to Next Step			999							
Service Dispatcher A	B0970	2005-05-29	\$25.77	\$27.46						
		2006-05-16	\$26.54	\$28.28						
		2007-05-16	\$27.34	\$29.13						
		2008-05-16	\$28.16	\$30.00						
Months to Next Step			6	999						
Service Dispatcher B	B0971	2005-05-29	\$25.11							
		2006-05-16	\$25.86							
		2007-05-16	\$26.64							
		2008-05-16	\$27.44							
Months to Next Step			999							
Service Dispatcher C	B0972	2005-05-29	\$20.45	\$21.90	\$23.65					
		2006-05-16	\$21.06	\$22.56	\$24.36					
		2007-05-16	\$21.69	\$23.24	\$25.09					
		2008-05-16	\$22.34	\$23.94	\$25.84					
Months to Next Step			6	6	999					
Srv Tech/Fitter (NB-Gas)	B1616	2005-05-29	\$31.39							
		2006-05-16	\$32.33							
		2007-05-16	\$33.30							
		2008-05-16	\$34.30							
Months to Next Step			999							
Srv Tech/Fitter 1C (NB-Gas)	B1614	2005-05-29	\$30.34							
		2006-05-16	\$31.15							
		2007-05-16	\$32.06							
		2008-05-16	\$33.04							
Months to Next Step			999							
Srv Tech/Fitter 2C (NB-Gas)	B1628	2005-05-29	\$25.67							
		2006-05-16	\$26.44							
		2007-05-16	\$27.25							
		2008-05-16	\$28.05							
Months to Next Step			999							

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Svc Tech/Fitter JC (NB-Gas)	B1615	2005-05-29	\$24.23							
		2006-05-16	\$24.96							
		2007-05-16	\$25.71							
		2008-05-16	\$26.48							
Months to Next Step			999							
Svc Tech/Fitter Hlpr (NB-Gas)	B1629	2005-05-29	\$23.55							
		2006-05-16	\$24.26							
		2007-05-16	\$24.99							
		2008-05-16	\$25.74							
Months to Next Step			999							
Stack Keeper Dupl A	B0998	2005-05-29	\$22.31	\$23.74	\$25.04					
		2006-05-16	\$22.98	\$24.45	\$25.79					
		2007-05-16	\$23.67	\$25.18	\$26.50					
		2008-05-16	\$24.38	\$25.94	\$27.36					
Months to Next Step			6	6	999					
Stack Keeper Dupl B	B0999	2005-05-29	\$19.39	\$20.38	\$21.30					
		2006-05-16	\$19.97	\$20.99	\$21.94					
		2007-05-16	\$20.57	\$21.62	\$22.60					
		2008-05-16	\$21.19	\$22.27	\$23.28					
Months to Next Step			6	6	999					
Sys Disp App 1	B1150	2005-05-29	\$32.23							
		2006-05-16	\$33.20							
		2007-05-16	\$34.20							
		2008-05-16	\$35.23							
Months to Next Step			999							
Sys Disp App 2	B1154	2005-05-29	\$32.61							
		2006-05-16	\$33.59							
		2007-05-16	\$34.60							
		2008-05-16	\$35.64							
Months to Next Step			999							
Sys Disp App 3	B1153	2005-05-29	\$33.40							
		2006-05-16	\$34.40							
		2007-05-16	\$35.43							
		2008-05-16	\$36.49							
Months to Next Step			999							
Systems Dispatcher	B1152	2005-05-29	\$34.44							
		2006-05-16	\$35.47							
		2007-05-16	\$36.53							
		2008-05-16	\$37.63							
Months to Next Step			999							
Tech Investigator	B1003	2005-05-29	\$31.31	\$33.52						
		2006-05-16	\$32.25	\$34.53						
		2007-05-16	\$33.23	\$35.57						
		2008-05-16	\$34.22	\$36.64						
Months to Next Step			6	999						
Trans Insp Maint	B1014	2005-05-29	\$28.64	\$30.10						
		2006-05-16	\$29.50	\$31.00						
		2007-05-16	\$30.39	\$31.93						
		2008-05-16	\$31.30	\$32.89						
Months to Next Step			6	999						

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2007**

Job Title	Job Code	RT Date	1	2	3	4	5	6	7	8
Trucking Coordinator	B1577	2005-05-29	\$28.19							
		2006-05-16	\$29.04							
		2007-05-16	\$29.91							
		2008-05-16	\$30.81							
Months to Next Step			999							
U G Trouble Shoot	B1624	2005-05-29	\$31.03	\$32.57	\$34.36					
		2006-05-16	\$31.96	\$33.53	\$35.39					
		2007-05-16	\$32.92	\$34.56	\$36.45					
		2008-05-16	\$33.91	\$35.60	\$37.54					
Months to Next Step			6	6	999					
UG Lineworker/Leader/Tribeleader	B1622	2005-05-29	\$31.03	\$32.57	\$34.36					
		2006-05-16	\$31.96	\$33.53	\$35.39					
		2007-05-16	\$32.92	\$34.56	\$36.45					
		2008-05-16	\$33.91	\$35.60	\$37.54					
Months to Next Step			6	6	999					
UG Training Coordinator	B1645	2005-05-29	\$37.00							
		2006-05-16	\$38.11							
		2007-05-16	\$39.25							
		2008-05-16	\$40.43							
Months to Next Step			999							
Underground App	B1319	2005-05-29	\$31.56	\$32.58						
		2006-05-16	\$32.51	\$33.56						
		2007-05-16	\$33.49	\$34.57						
		2008-05-16	\$34.49	\$35.61						
Months to Next Step			6	999						
Util Wrkr Bldg Main A	B1626	2005-05-29	\$21.88	\$22.99	\$24.37					
		2006-05-16	\$22.54	\$23.53	\$25.05					
		2007-05-16	\$23.22	\$24.29	\$25.80					
		2008-05-16	\$23.92	\$25.02	\$26.57					
Months to Next Step			6	6	999					
Util Wrkr Bldg Main B	B1627	2005-05-29	\$19.24	\$20.12	\$21.70					
		2006-05-16	\$19.82	\$20.72	\$22.35					
		2007-05-16	\$20.41	\$21.34	\$23.02					
		2008-05-16	\$21.02	\$21.98	\$23.71					
Months to Next Step			6	6	999					
Utility A (Gas)	B1617	2005-05-29	\$29.36							
		2006-05-16	\$30.24							
		2007-05-16	\$31.15							
		2008-05-16	\$32.08							
Months to Next Step			999							
Utility B (Gas)	B1618	2005-05-29	\$25.97							
		2006-05-16	\$26.75							
		2007-05-16	\$27.55							
		2008-05-16	\$28.38							
Months to Next Step			999							
Utility C (Gas)	B1619	2005-05-29	\$24.65							
		2006-05-16	\$25.39							
		2007-05-16	\$26.15							
		2008-05-16	\$26.93							
Months to Next Step			999							

**Local 369 - Production and Maintenance Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6	7	8
Utility Technician	B1664	2005-05-29	\$16.48							
		2006-05-16	\$16.97							
		2007-05-16	\$17.48							
		2008-05-16	\$18.00							
Months to Next Step			999							
Utility Worker A	B1630	2005-05-29	\$22.08							
		2006-05-16	\$22.74							
		2007-05-16	\$23.42							
		2008-05-16	\$24.12							
Months to Next Step			999							
Welder Utility (Gas)	B1621	2005-05-29	\$30.87							
		2006-05-16	\$31.80							
		2007-05-16	\$32.75							
		2008-05-16	\$33.73							
Months to Next Step			999							
Working Leader Dist (Gas-NB)	B1662	2005-05-29	\$31.09							
		2006-05-16	\$32.02							
		2007-05-16	\$32.98							
		2008-05-16	\$33.97							
Months to Next Step			999							
Working Leader Gas Dist-Pty	B1631	2005-05-29	\$32.57							
		2006-05-16	\$33.55							
		2007-05-16	\$34.56							
		2008-05-16	\$35.60							
Months to Next Step			999							
Working Leader Gas Supply-NB	B1623	2005-05-29	\$32.00							
		2006-05-16	\$32.96							
		2007-05-16	\$33.95							
		2008-05-16	\$34.97							
Months to Next Step			999							

**Local 349 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Accountant	B0401	2005-05-29	\$25.83	\$27.87	\$29.76	\$31.17	\$33.93	
		2006-05-16	\$26.60	\$28.71	\$30.65	\$32.11	\$34.95	
		2007-05-16	\$27.40	\$29.57	\$31.57	\$33.07	\$36.00	
		2008-05-16	\$28.22	\$30.46	\$32.52	\$34.06	\$37.08	
Months to Next Step			6	6	6	6	999	
Admin Coordinator	B1438	2005-05-29	\$23.25	\$23.87	\$24.48	\$25.09	\$25.70	
		2006-05-16	\$23.95	\$24.59	\$25.21	\$25.84	\$26.47	
		2007-05-16	\$24.67	\$25.33	\$25.97	\$26.62	\$27.26	
		2008-05-16	\$25.41	\$26.09	\$26.75	\$27.42	\$28.08	
Months to Next Step			6	6	6	6	999	
Asst Buyer-Planner	B1339	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Business Customer Service Rep	B1655	2005-05-29	\$23.58					
		2006-05-16	\$24.29					
		2007-05-16	\$25.02					
		2008-05-16	\$25.77					
Months to Next Step			999					
Business Services Analyst	B1653	2005-05-29	\$25.83	\$27.87	\$29.76			
		2006-05-16	\$26.60	\$28.71	\$30.65			
		2007-05-16	\$27.40	\$29.57	\$31.57			
		2008-05-16	\$28.22	\$30.46	\$32.52			
Months to Next Step			6	6	999			
Buyer-Planner	B1340	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Checker Mechanical	B0451	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				
Checking Clerk Gr10	B1647	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Clark Gr10	B0660	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Clark Gr11	B0661	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				

**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2006**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Clerk Gr12	B0462	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Clerk Gr13	B0463	2005-05-29	\$28.57	\$29.27				
		2006-05-16	\$29.43	\$30.15				
		2007-05-16	\$30.31	\$31.05				
		2008-05-16	\$31.22	\$31.98				
Months to Next Step			6	999				
Clerk Gr2	B0464	2005-05-29	\$11.80	\$12.54	\$13.01	\$13.65	\$14.37	
		2006-05-16	\$12.15	\$12.92	\$13.40	\$14.06	\$14.80	
		2007-05-16	\$12.51	\$13.31	\$13.80	\$14.48	\$15.24	
		2008-05-16	\$12.89	\$13.71	\$14.21	\$14.91	\$15.70	
Months to Next Step			3	3	6	6	999	
Clerk Gr3	B0465	2005-05-29	\$14.51	\$15.17	\$15.95	\$16.47	\$17.10	
		2006-05-16	\$14.95	\$15.63	\$16.43	\$16.96	\$17.61	
		2007-05-16	\$15.40	\$16.10	\$16.92	\$17.47	\$18.14	
		2008-05-16	\$15.86	\$16.58	\$17.43	\$17.99	\$18.68	
Months to Next Step			3	3	6	6	999	
Clerk Gr4	B1041	2005-05-29	\$15.47	\$16.30	\$16.96	\$17.67	\$18.43	
		2006-05-16	\$15.93	\$16.79	\$17.47	\$18.20	\$18.98	
		2007-05-16	\$16.41	\$17.29	\$17.99	\$18.75	\$19.55	
		2008-05-16	\$16.90	\$17.81	\$18.53	\$19.31	\$20.14	
Months to Next Step			3	3	6	6	999	
Clerk Gr5	B1042	2005-05-29	\$18.09	\$18.87	\$19.65			
		2006-05-16	\$18.63	\$19.44	\$20.24			
		2007-05-16	\$19.19	\$20.02	\$20.85			
		2008-05-16	\$19.77	\$20.62	\$21.48			
Months to Next Step			6	6	999			
Clerk Gr6	B0466	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Clerk Gr7	B0467	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Clerk Gr8	B0468	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Clerk Gr9	B0469	2005-05-29	\$22.40	\$23.25	\$24.00			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			



**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Comp Oper Leader	B0677	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Compliance Analyst	B0680	2005-05-29	\$25.83	\$27.87	\$29.76			
		2006-05-16	\$26.60	\$28.71	\$30.65			
		2007-05-16	\$27.40	\$29.57	\$31.57			
		2008-05-16	\$28.22	\$30.46	\$32.52			
Months to Next Step			6	6	999			
Computer Operator	B0682	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Computer Technician	B1050	2005-05-29	\$25.79	\$26.75	\$27.66	\$30.08	\$31.14	
		2006-05-16	\$26.56	\$27.55	\$28.49	\$30.98	\$32.07	
		2007-05-16	\$27.36	\$28.38	\$29.34	\$31.91	\$33.03	
		2008-05-16	\$28.18	\$29.23	\$30.22	\$32.87	\$34.02	
Months to Next Step			6	6	6	6	999	
Cost Control Technician Gr12	B0687	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Cost Accounting Technician Gr10	B0685	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Cost Accounting Technician Gr11	B0686	2005-05-29	\$25.73	\$26.47				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Cost Control Technician	B1563	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Cost Rel Contrl Clerk	B0705	2005-05-29	\$22.40	\$23.25	\$24.09			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.53			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			
Cost Service Rep (PT < 20 Hrs)	B1667	2005-05-29	\$20.23					
		2006-05-16	\$20.84					
		2007-05-16	\$21.47					
		2008-05-16	\$22.11					
Months to Next Step			999					

**Local 349 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Customer Serv Representative	B1566	2005-05-29	\$20.23	\$21.33	\$22.44			
		2006-05-16	\$20.84	\$21.97	\$23.11			
		2007-05-16	\$21.47	\$22.63	\$23.80			
		2008-05-16	\$22.11	\$23.31	\$24.51			
Months to Next Step			12	12	999			
Customer Service Associate I (External)	B1666	2005-05-29	\$15.45					
		2006-05-16	\$15.91					
		2007-05-16	\$16.39					
		2008-05-16	\$16.88					
Months to Next Step			999					
Customer Service Associate I (Internal)	B1666	2005-05-29	\$16.64					
		2006-05-16	\$17.14					
		2007-05-16	\$17.65					
		2008-05-16	\$18.18					
Months to Next Step			999					
Customer Service Associate II (External)	B1565	2005-05-29	\$16.64	\$17.75	\$18.83			
		2006-05-16	\$17.14	\$18.28	\$19.50			
		2007-05-16	\$17.65	\$18.83	\$20.09			
		2008-05-16	\$18.18	\$19.39	\$20.69			
Months to Next Step			12	48	999			
Customer Service Associate II (Internal)	B1565	2005-05-29	\$17.75	\$18.93				
		2006-05-16	\$18.28	\$19.50				
		2007-05-16	\$18.83	\$20.09				
		2008-05-16	\$19.39	\$20.69				
Months to Next Step			60	999				
Customer Service Engineer I	B0706	2005-05-29	\$25.79	\$26.75	\$27.65	\$30.07	\$31.15	\$32.27
		2006-05-16	\$26.56	\$27.55	\$28.48	\$30.97	\$32.06	\$33.27
		2007-05-16	\$27.36	\$28.38	\$29.33	\$31.90	\$33.04	\$34.30
		2008-05-16	\$28.18	\$29.23	\$30.21	\$32.86	\$34.03	\$35.36
Months to Next Step			6	6	12	6	12	999
Customer Service Engineer II	B1656	2005-05-29	\$26.31	\$27.38	\$28.26	\$30.66	\$31.77	\$33.94
		2006-05-16	\$27.10	\$28.10	\$29.05	\$31.58	\$32.72	\$34.96
		2007-05-16	\$27.91	\$28.94	\$29.92	\$32.53	\$33.70	\$36.01
		2008-05-16	\$28.75	\$29.81	\$30.82	\$33.51	\$34.71	\$37.09
Months to Next Step			6	6	12	6	12	999
Customer Svc Clerk Gr6	B1418	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Data Input & Con Clerk Gr10	B0711	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Data Input & Con Clerk Gr7	B0708	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			

**Local 369 - Office Technical and Professional Pay Schedule**  
**May 15, 2005 Through May 14, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Data Input & Con Clerk Gr8	B0709	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Data Input & Con Clerk Gr9	B0710	2005-05-29	\$22.40	\$23.25	\$24.09			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			
Dept Admin Assist Gr10	B1317	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Dept Admin Assist Gr11	B1318	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Dept Admin Assist Gr9	B1316	2005-05-29	\$22.40	\$23.25	\$24.09			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			
Designer	B1671	2006-06-18	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Drafting Tech Gr10	B0723	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Drafting Tech Gr11	B0724	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Drafting Tech Gr12	B0725	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Drafting Tech Gr3	B0718	2005-05-29	\$14.51	\$15.17	\$15.93	\$16.47	\$17.10	
		2006-05-16	\$14.95	\$15.63	\$16.43	\$16.96	\$17.61	
		2007-05-16	\$15.40	\$16.10	\$16.92	\$17.47	\$18.14	
		2008-05-16	\$15.96	\$16.68	\$17.43	\$17.99	\$18.68	
Months to Next Step			3	3	6	6	999	

**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Drafting Tech Gr5	B0719	2005-05-29	\$18.09	\$18.87	\$19.65			
		2006-05-16	\$18.63	\$19.44	\$20.24			
		2007-05-16	\$19.19	\$20.02	\$20.85			
		2008-05-16	\$19.77	\$20.62	\$21.48			
Months to Next Step			6	6	999			
Drafting Tech Gr6	B0720	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Drafting Tech Gr7	B0721	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Drafting Tech Gr8	B0722	2005-05-29	\$21.19	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Dupl Machine Oper Gr2	B0731	2005-05-29	\$11.80	\$12.54	\$13.01	\$13.65	\$14.37	
		2006-05-16	\$12.15	\$12.92	\$13.40	\$14.06	\$14.80	
		2007-05-16	\$12.51	\$13.31	\$13.80	\$14.48	\$15.24	
		2008-05-16	\$12.89	\$13.71	\$14.21	\$14.91	\$15.70	
Months to Next Step			3	3	6	6	999	
Dupl Machine Oper Gr3	B0732	2005-05-29	\$14.51	\$15.17	\$15.95	\$16.47	\$17.10	
		2006-05-16	\$14.95	\$15.63	\$16.43	\$16.96	\$17.61	
		2007-05-16	\$15.40	\$16.10	\$16.92	\$17.47	\$18.14	
		2008-05-16	\$15.86	\$16.58	\$17.43	\$17.99	\$18.68	
Months to Next Step			3	3	6	6	999	
Dupl Machine Oper Gr5	B0733	2005-05-29	\$18.09	\$18.87	\$19.65			
		2006-05-16	\$18.63	\$19.44	\$20.24			
		2007-05-16	\$19.19	\$20.02	\$20.85			
		2008-05-16	\$19.77	\$20.62	\$21.48			
Months to Next Step			6	6	999			
Dupl Machine Oper Gr7	B0734	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Eng Analyst-Grade	B0742	2005-05-29	\$26.44	\$28.34	\$30.23	\$32.12	\$34.00	\$35.90
		2006-05-16	\$27.23	\$29.19	\$31.14	\$33.08	\$35.02	\$36.98
		2007-05-16	\$28.05	\$30.07	\$32.07	\$34.07	\$36.07	\$38.09
		2008-05-16	\$28.89	\$30.97	\$33.03	\$35.09	\$37.15	\$39.23
Months to Next Step			6	6	6	6	6	999
Engineer	B0747	2005-05-29	\$25.79	\$26.75	\$27.65	\$30.07	\$31.15	\$33.27
		2006-05-16	\$26.56	\$27.55	\$28.48	\$30.97	\$32.08	\$34.27
		2007-05-16	\$27.36	\$28.38	\$29.33	\$31.90	\$33.04	\$35.30
		2008-05-16	\$28.18	\$29.23	\$30.21	\$32.86	\$34.03	\$36.36
Months to Next Step			6	6	12	6	12	999

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**May 29, 2005 Through May 14, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Engineer Gnd	B0746	2005-05-29	\$37.51					
		2006-05-16	\$38.64					
		2007-05-16	\$39.80					
		2008-05-16	\$40.99					
Months to Next Step			999					
Estimator	B0754	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.50	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Facility Tech Assistant	B1007	2005-05-29	\$32.46					
		2006-05-16	\$33.43					
		2007-05-16	\$34.43					
		2008-05-16	\$35.46					
Months to Next Step			999					
Field Meter Rep (Gas)	B1603	2005-05-29	\$22.80					
		2006-05-16	\$23.48					
		2007-05-16	\$24.18					
		2008-05-16	\$24.91					
Months to Next Step			999					
Field Monitor	B0761	2005-05-29	\$26.44	\$28.34	\$30.23	\$32.12	\$34.00	
		2006-05-16	\$27.23	\$29.19	\$31.14	\$33.08	\$35.02	
		2007-05-16	\$28.05	\$30.07	\$32.07	\$34.07	\$36.07	
		2008-05-16	\$28.89	\$30.97	\$33.03	\$35.09	\$37.15	
Months to Next Step			6	6	6	6	999	
Field Service Coordinator	B1583	2005-05-29	\$31.24					
		2006-05-16	\$32.18					
		2007-05-16	\$33.15					
		2008-05-16	\$34.14					
Months to Next Step			999					
Field Service Meter Reader	B1425	2005-05-29	\$17.91	\$19.10	\$20.17	\$20.75	\$21.33	
		2006-05-16	\$18.45	\$19.67	\$20.78	\$21.37	\$22.18	
		2007-05-16	\$19.00	\$20.26	\$21.40	\$22.01	\$22.85	
		2008-05-16	\$19.57	\$20.87	\$22.04	\$22.67	\$23.34	
Months to Next Step			12	12	6	6	999	
Field Service Rep I	B1290	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Field Service Rep II	B1291	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Field Service Rep III	B1661	2005-05-29	\$29.78					
		2006-05-16	\$30.67					
		2007-05-16	\$31.59					
		2008-05-16	\$32.54					
Months to Next Step			999					

**Local 363 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Fixed Asset Analyst	B1585	2005-05-29	\$28.57	\$29.27				
		2006-05-16	\$29.43	\$30.15				
		2007-05-16	\$30.31	\$31.05				
		2008-05-16	\$31.22	\$31.98				
Months to Next Step			6	999				
Fixed Asset Analyst II	B1658	2005-05-29	\$28.83	\$29.53				
		2006-05-16	\$29.69	\$30.42				
		2007-05-16	\$30.58	\$31.33				
		2008-05-16	\$31.50	\$32.27				
Months to Next Step			6	999				
Graph Design Specialist	B1304	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Insister Moch Operator	B1077	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.64	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Interval Data Oper Clerk Gr6	B1642	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
IS Asset Staff Analyst	B1636	2005-05-29	\$26.01	\$27.23	\$28.45	\$29.68	\$30.91	
		2006-05-16	\$26.79	\$28.05	\$29.30	\$30.57	\$31.84	
		2007-05-16	\$27.59	\$28.89	\$30.18	\$31.49	\$32.80	
		2008-05-16	\$28.42	\$29.76	\$31.09	\$32.43	\$33.78	
Months to Next Step			6	6	6	6	999	
Lead Drafting Technician	B1397	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				
Lead Senior Designer	B1266	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				
Leader, Computer Tech	B1475	2005-05-29	\$36.86					
		2006-05-16	\$37.97					
		2007-05-16	\$39.11					
		2008-05-16	\$40.28					
Months to Next Step			999					
Logistics Sys Coordinator Gr12	B1474	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				

**Local 569 - Office/Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 14, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Logistics Sys Coordinator Gr14	B0831	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				
Motor Office Administrator Gr6	B1579	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Motor Office Administrator Gr7	B1580	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Motor Office Administrator Gr8	B1581	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Office Assistant Gr3	B0901	2005-05-29	\$14.31	\$15.17	\$15.95	\$16.47	\$17.10	
		2006-05-16	\$14.55	\$15.63	\$16.43	\$16.96	\$17.61	
		2007-05-16	\$15.40	\$16.10	\$16.92	\$17.47	\$18.14	
		2008-05-16	\$15.86	\$16.58	\$17.43	\$17.99	\$18.68	
Months to Next Step			3	3	6	6	999	
Office Assistant Gr5	B0902	2005-05-29	\$18.09	\$18.87	\$19.65			
		2006-05-16	\$18.63	\$19.44	\$20.24			
		2007-05-16	\$19.19	\$20.02	\$20.85			
		2008-05-16	\$19.77	\$20.62	\$21.48			
Months to Next Step			6	6	999			
Office Assistant Gr6	B0903	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Office Assistant Gr7	B0904	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Office Assistant Gr8	B0905	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Office Assistant Gr9	B1120	2005-05-29	\$22.40	\$23.25	\$24.09			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			

**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Operations Office Admin Gr6	B1399	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Operations Office Admin Gr7	B1400	2005-05-29	\$20.17	\$20.75	\$21.53			
		2006-05-16	\$20.78	\$21.37	\$22.18			
		2007-05-16	\$21.40	\$22.01	\$22.85			
		2008-05-16	\$22.04	\$22.67	\$23.54			
Months to Next Step			6	6	999			
Operations Office Admin Gr8	B1401	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Payroll Represent	B1133	2005-05-29	\$23.59	\$24.31	\$24.98	\$26.37	\$27.44	
		2006-05-16	\$24.30	\$25.04	\$25.73	\$27.16	\$28.26	
		2007-05-16	\$25.03	\$25.79	\$26.50	\$27.97	\$29.11	
		2008-05-16	\$25.78	\$26.56	\$27.30	\$28.81	\$29.98	
Months to Next Step			6	6	6	6	999	
Power Systems Technician	B1657	2005-05-29	\$24.50	\$26.70	\$28.90	\$31.10	\$33.79	
		2006-05-16	\$25.24	\$27.50	\$29.77	\$32.03	\$34.80	
		2007-05-16	\$26.00	\$28.33	\$30.66	\$32.99	\$35.84	
		2008-05-16	\$26.78	\$29.18	\$31.58	\$33.98	\$36.92	
Months to Next Step			12	12	12	12	999	
Project Eng-Exp Mgt	B0944	2005-05-29	\$28.34	\$30.23	\$32.12	\$34.00	\$35.90	
		2006-05-16	\$29.19	\$31.14	\$33.08	\$35.02	\$36.98	
		2007-05-16	\$30.07	\$32.07	\$34.07	\$36.07	\$38.09	
		2008-05-16	\$30.97	\$33.03	\$35.09	\$37.15	\$39.23	
Months to Next Step			6	6	6	6	999	
Project Engineer, Facilities	B1652	2005-05-29	\$28.34	\$30.23	\$32.12	\$34.00	\$35.90	
		2006-05-16	\$29.19	\$31.14	\$33.08	\$35.02	\$36.98	
		2007-05-16	\$30.07	\$32.07	\$34.07	\$36.07	\$38.09	
		2008-05-16	\$30.97	\$33.03	\$35.09	\$37.15	\$39.23	
Months to Next Step			6	6	6	6	999	
Records Keeper Gr12	B0954	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Revenue Protection Admin Gr8	B1668	2007-07-20	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Rights, Print & We Clerk Gr10	B0959	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			



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**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Rights, Press & We Clerk Gr6	B0958	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Right Of Way Agent Gr12	B0962	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Right Of Way Agent Gr8	B0960	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			
Right Of Way Agent Gr9	B0961	2005-05-29	\$22.40	\$23.23	\$24.09			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	999			
Route Coordinator A	B1648	2005-05-29	\$29.47					
		2006-05-16	\$30.35					
		2007-05-16	\$31.26					
		2008-05-16	\$32.20					
Months to Next Step			999					
Route Coordinator B	B1649	2005-05-29	\$25.83					
		2006-05-16	\$26.60					
		2007-05-16	\$27.40					
		2008-05-16	\$28.22					
Months to Next Step			999					
Service Technician	B1586	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Spec Collection Coord Gr13	B0975	2005-05-29	\$28.57	\$29.27				
		2006-05-16	\$29.43	\$30.15				
		2007-05-16	\$30.31	\$31.05				
		2008-05-16	\$31.22	\$31.98				
Months to Next Step			6	999				
Spec Collection Coord Gr14	B0976	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				
Sr Buyer Planner	B1341	2005-05-29	\$30.21	\$30.89				
		2006-05-16	\$31.12	\$31.82				
		2007-05-16	\$32.05	\$32.77				
		2008-05-16	\$33.01	\$33.75				
Months to Next Step			6	999				

**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 16, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Sr Computer Technician	B1567	2005-05-29	\$33.27					
		2006-05-16	\$34.27					
		2007-05-16	\$35.30					
		2008-05-16	\$36.36					
Months to Next Step			999					
Sr Cus Rel Cn Clerk	B1274	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	999				
Sr Customer Service Associate	B1307	2005-05-29	\$20.58	\$21.94	\$23.40			
		2006-05-16	\$21.20	\$22.60	\$24.10			
		2007-05-16	\$21.84	\$23.28	\$24.82			
		2008-05-16	\$22.50	\$23.98	\$25.56			
Months to Next Step			12	12	999			
Sr Customer Service Rep	B1582	2005-05-29	\$25.52	\$26.63	\$27.74			
		2006-05-16	\$26.29	\$27.41	\$28.57			
		2007-05-16	\$27.08	\$28.25	\$29.43			
		2008-05-16	\$27.89	\$29.10	\$30.31			
Months to Next Step			12	12	999			
Sr Customer Service Rep II	B1660	2005-05-29	\$26.81	\$27.96	\$29.14			
		2006-05-16	\$27.61	\$28.80	\$30.01			
		2007-05-16	\$28.44	\$29.66	\$30.91			
		2008-05-16	\$29.29	\$30.55	\$31.84			
Months to Next Step			12	12	999			
Sr Designer	B1267	2005-05-29	\$26.82	\$27.44				
		2006-05-16	\$27.62	\$28.26				
		2007-05-16	\$28.45	\$29.11				
		2008-05-16	\$29.30	\$29.98				
Months to Next Step			6	999				
Sr Telecommunications Asst	B1530	2005-05-29	\$31.66	\$34.26	\$34.87	\$35.49	\$36.00	
		2006-05-16	\$34.67	\$35.29	\$35.92	\$36.55	\$37.18	
		2007-05-16	\$35.71	\$36.35	\$37.00	\$37.65	\$38.30	
		2008-05-16	\$36.78	\$37.44	\$38.11	\$38.78	\$39.45	
Months to Next Step			6	6	6	6	999	
Supply Mgmt Technician Gr10	B1639	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	999			
Supply Mgmt Technician Gr6	B1336	2005-05-29	\$19.25	\$19.91	\$20.59			
		2006-05-16	\$19.83	\$20.51	\$21.21			
		2007-05-16	\$20.42	\$21.13	\$21.85			
		2008-05-16	\$21.03	\$21.76	\$22.51			
Months to Next Step			6	6	999			
Supply Mgmt Technician Gr8	B1337	2005-05-29	\$21.15	\$21.82	\$22.51			
		2006-05-16	\$21.78	\$22.47	\$23.19			
		2007-05-16	\$22.43	\$23.14	\$23.89			
		2008-05-16	\$23.10	\$23.83	\$24.61			
Months to Next Step			6	6	999			

**Local 369 - Office-Technical and Professional Pay Schedule**  
**May 29, 2005 Through May 14, 2008**

Job Title	Job Code	Eff Date	1	2	3	4	5	6
Supply Mgmt Technician Gr9	B1338	2005-05-29	\$22.40	\$23.25	\$24.00			
		2006-05-16	\$23.07	\$23.95	\$24.81			
		2007-05-16	\$23.76	\$24.67	\$25.55			
		2008-05-16	\$24.47	\$25.41	\$26.32			
Months to Next Step			6	6	990			
System Operations Assistant	B0619	2005-05-29	\$23.59	\$24.31	\$24.98			
		2006-05-16	\$24.30	\$25.04	\$25.73			
		2007-05-16	\$25.03	\$25.79	\$26.50			
		2008-05-16	\$25.78	\$26.56	\$27.30			
Months to Next Step			6	6	990			
Systems & Procedure Analyst	B1000	2005-05-29	\$26.93	\$28.89	\$30.97	\$32.91		
		2006-05-16	\$27.74	\$29.76	\$31.90	\$33.90		
		2007-05-16	\$28.57	\$30.65	\$32.86	\$34.92		
		2008-05-16	\$29.43	\$31.57	\$33.85	\$35.97		
Months to Next Step			6	6	6	990		
Technical Clerk Gr11	B1650	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	990				
Technical Clerk Gr13	B1010	2005-05-29	\$28.57	\$29.27				
		2006-05-16	\$29.43	\$30.15				
		2007-05-16	\$30.31	\$31.05				
		2008-05-16	\$31.22	\$31.98				
Months to Next Step			6	990				
Telecommunications Coordinator	B1430	2005-05-29	\$25.73	\$26.37				
		2006-05-16	\$26.50	\$27.16				
		2007-05-16	\$27.30	\$27.97				
		2008-05-16	\$28.12	\$28.81				
Months to Next Step			6	990				
Telephone Operator	B1013	2005-05-29	\$18.09	\$18.87	\$19.65			
		2006-05-16	\$18.63	\$19.44	\$20.24			
		2007-05-16	\$19.19	\$20.02	\$20.85			
		2008-05-16	\$19.77	\$20.62	\$21.48			
Months to Next Step			6	6	990			
Working Leader Planning (Gns)	B1663	2005-05-29	\$34.21					
		2006-05-16	\$35.24					
		2007-05-16	\$36.30					
		2008-05-16	\$37.39					
Months to Next Step			990					

**SCHEDULE D**  
**Beginners' Ratings**

Automobile Mechanic D  
Clerk Grade 2 through 6  
Customer Service Associate I  
Customer Service Clerk Grade 6  
Drafting Technician Grade 3 through 8  
Duplicating Machine Operator Grade 3 through 5  
Field Service Meter Reader  
Field Service Technician (Trainee)  
Gas Pump Attendant  
Laboratory Helper  
Laborer (Gas)  
*Lineworker, Underground Class #3*  
Office Assistant Grade 3 through 6  
Office Cleaner  
Operating Mechanic Apprentice  
Telephone Operator Grade 5  
Utility Worker-Building Maintenance B

**SCHEDULE F**  
**Work in Inclement Weather**  
**ARTICLE XXIX**

**List No. 1**

Backhoe Operator (Gas)  
Laborer (Gas)  
Lamp Ranger  
Leader, Overhead Lines  
Leader, Underground  
Lineworker, Overhead Lines  
Lineworker, Underground  
Underground Apprentice  
Utility Gas (Grades A, B & C)  
Welder/Utility (Gas)

**List No. 2**

Automobile Mechanic  
Conduit Inspector-Maintenance  
Field Service Technician  
Leader-Automobile Repair  
Lineworker, Underground (when working with  
Conduit Inspector-Maintenance)  
Operating Mechanic  
Operator-Substation  
Overhead Hot Stick Troubleshooter  
Trucking Coordinator  
Underground Apprentice  
(when working with Underground  
Troubleshooter)  
Underground Trouble Shooter  
Utility Worker-Building Maintenance

**APPENDIX  
ILLNESS AND NONINDUSTRIAL ACCIDENT  
DISABILITY BENEFITS PLAN  
AND THE  
INDUSTRIAL ACCIDENT DISABILITY BENEFITS PLAN**

**Illness and NonIndustrial Accident Benefits**

Illness and non-industrial accident benefits shall be governed by the following rules:

1. **Eligibility**  
Employees who have completed six (6) months of continuous active service on the regular full-time payroll shall be eligible for the benefits provided herein.
2. **Waiting Period**  
The first five (5) working days included in the first seven (7) calendar days of any disability are defined as the waiting period applicable to such disability.
3. **Short Term Disability (STD)**  
After five (5) days of continuous disability, an employee will receive 100% of base pay for four (4) months for so long as he/she remains continuously disabled; after four (4) months, employee will receive 75% of base pay for eight (8) months for so long as he/she remains continuously disabled. Total period of STD will be up to fifty-two (52) weeks maximum.
4. **Long Term Disability (LTD)**  
After one (1) year, employee will be eligible to apply for LTD. If approved, employee will receive 60% of base pay up to seventy-eight (78) weeks. For the first fifty-two (52) weeks of LTD, the definition of disability will be occupationally disabled; thereafter, the employee must be totally disabled to be eligible for additional LTD benefits. Employment will be terminated if unable to return to work following the LTD period.
5. **Recurrence**  
The disability period benefits will be reduced by the amount of time used on any previous disability when, in the opinion of the Company's Medical Director, the current disability is a recurrence. If a recurrence commences two (2) years after the previous disability ended, it will be deemed to be a new disability.
6. **Benefits**  
Benefits for the working days of waiting periods shall be base pay (as defined in the Retirement Plan as amended) for such days but shall be allowed only at the discretion of the Disablement Benefits Committee. Such benefits shall be limited to a maximum of ten (10) working days in each calendar year. Up until December 31, 2000, but not thereafter, unused waiting period benefit days in excess of fifteen (15) will be accumulated in a bank and may only be used to supplement pay for STD or LTD benefits.
7. **Review of Absences**  
Employees abusing the Plan or having excessive absences shall be subject to disciplinary action by the Company. If the Local claims the Company has exercised any of the foregoing rights in an unjust or unreasonable manner, such claim shall be subject to the Grievance Procedure in Article XXXIV and Arbitration under Article XXXV.

8. Miscellaneous Provisions

- a. No change in an employee's rate of pay shall become effective while he/she is receiving benefits.
- b. Employees shall not be entitled to receive time or compensation for vacations or holidays while receiving illness and non-industrial accident disability benefits.
- c. For the purpose of this Plan, a disability commencing during an employee's scheduled vacation shall be considered to commence at the end of his/her vacation.
- d. Benefits shall cease when an employee is retired or when his/her employment is otherwise terminated.
- e. In the case of a non-industrial accident where a third party is held liable for the injury to an employee, the employee shall, as a condition of receiving benefits under the Plan, agree to indemnify the Company to the extent of his/her net recovery (that is, the net amount recovered less the employee's expenses in obtaining settlement and his/her hospital, doctors and nurses' bills) from such third person for the amount of waiting period any disability period benefits paid to him/her by the Company. Benefits for which the Company is so indemnified shall not, to the extent of indemnification, be considered as benefits paid under the Plan.
- f. If Federal or State legislation shall be enacted providing or requiring the provision of benefits payable to the Company's employees in the event of disability, benefits payable under this Plan shall be reduced by the amount of such statutory benefits. If such reduction in benefits under this Plan results in a lower Company cost for all disability benefits (as a result of the statutory benefits being provided in part by employee contributions), the Company will negotiate with the Union and the Local the application of such reduction in cost to the provisions of other benefits on account of disability, death or retirement.

9. Administration

The Disablement Benefits Committee, which will act on all problems arising under this Plan, except those referred to in paragraph 8 of this Plan, shall consist of the Senior Vice President of Human Resources, or his/her designated representative, the Medical Director of the Company or the Associate Medical Director and the President of the Local (or a member of the Local designated by its President). Such Committee shall administer and interpret this Plan and shall have full power to make rules and regulations for its administration with respect to the members of the Local which are not inconsistent with the express provisions of the Plan.

**Industrial Accident Disability Benefits**

Industrial accident benefits, for injured employees entitled to compensation under the Massachusetts Workmen's Compensation Act who elect to proceed against the Company's insurer for compensation, shall be governed by the following rules:

1. While the incapacity for work resulting from the injury is total, the Company will pay to the employee [subject to paragraphs 3, 4 and 8 below] the excess of the employee's base pay (as defined in the Retirement Plan as amended) at the time of the injury over the payments made by the Company's insurer under the Act.
2. While the incapacity for work resulting from the injury is partial, the Company will pay to the employee [subject to paragraphs 3, 4 and 8 below] the excess of (a) the employee's base pay at the time of the injury over (b) the payments made by the Company's insurer under the Act, or the wages earned, or both as the case may be; provided, however, that

- no payments will be made under this paragraph to an employee who refuses to accept a position which is offered to him by the Company.
3. If payments made by the Company's insurer under the Act are reduced due to a third party settlement, the Company will not be required to compensate the employee for said reduction in benefits under the Act. The payment(s) by the Company, as set forth in paragraphs 1 and 2, will continue at the same level as paid prior to the third party settlement. This will apply to industrial accidents that occur after May 15, 1994.
  4. If the employee shall accept lump sum payments from the Company's insurer in lieu, in whole or in part, of compensation from the insurer, further payments of benefits under this Plan shall cease.
  5. Benefits shall cease when an employee is retired or when his/her employment is otherwise terminated.
  6. No change in an employee's base pay shall become effective while he/she is receiving industrial accident benefits until such employee has been disabled for fifty-two (52) weeks, at which time his/her base pay will be increased to reflect general wage increases and other adjustments to the rating held by him/her at the time of injury.
  7. Employees shall not be entitled to receive time or compensation for vacations or holidays while receiving industrial accident benefits.
  8. If the present Massachusetts Workmen's Compensation Act is changed, or if other Federal or State legislation is enacted, providing or requiring the provision of benefits payable to the Company's employees with respect to its liability for industrial accidents, benefits payable under this paragraph shall be reduced by the amount of such increase in statutory benefits.
  9. The administration of the Plan shall be under the direction of the Medical Director and the Senior Vice President of Human Resources of the Company whose decision with respect to all questions arising thereunder, including questions respecting the duration of total and partial incapacity for work, shall be final.



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**STIPULATIONS**

**FOR**

**PRODUCTION & MAINTENANCE AND  
OFFICE-TECHNICAL & PROFESSIONAL UNIT**

**LOCAL 369, UWUA, AFL - CIO**

**DATED: January 16, 2007**

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## STIPULATION #1

### Lineworkers Working in Primary Zone\* of Overhead Line Installations

Subject to the provisions of the Principal Agreement between the parties of even date, and without waiving or modifying any rights of either party contained therein it is agreed that the Company will use two (2) Lineworkers (either a combination of two (2) Lineworkers A; one (1) Lineworker A and one (1) Lineworker B; or a Leader - Overhead lines with either a Lineworker A or Lineworker B) on the same pole for routine work on live conductors in the primary zone of overhead line operations under the conditions outlined below:

1. When connecting and disconnecting capacitors, oil switches, air-break switches, transformers, boosters, regulators, protectors, controllers, and undervoltage relays.
  2. When cutting or connecting a live primary wire.
  3. When transferring primary construction. (Two poles lashed together are considered to be a single pole, except when the distance between them at a primary working level is too great to step safely from pole surface to pole surface.)
  4. When working in the primary area on junction poles carrying more than one live primary wire.
  5. When tying or untying live primary wires on double crossarms.
  6. When other work on live conductors in the primary zone of overhead line operations requires the use of two Lineworkers, consistent with safe and reasonable operation.
- \* A primary zone is considered to be the area of primary wires on poles or crossarms with a vertical distance between levels of primary wires of not more than approximately six (6) feet and not greater than six and one-half (6½) feet.

Series circuit wires, and primary neutral wires on primary crossarms which may become alive if opened, are to be considered as live primary wires.

Stipulation #1 is supplemented as follows regarding single bucket + 4kV

- Paragraph 1** Connect and disconnect transformers - One Lineworker may be used in an insulated bucket or lift with the second worker on the ground or on the pole.
- Paragraph 2** Connect and disconnect lightning arrestors and cutouts - One Lineworker may be used in an insulated bucket or lift with the second worker on the pole or ground. When jumpers are required, the second worker must be on the pole.
- Paragraph 3** When transferring primary construction, one of the two Lineworkers may work from an insulated bucket or lift that is adjacent to the same pole.
- Paragraph 4** If the job demands four Lineworkers under Paragraph 3, Stipulation One, two single bucket vehicles can be used.
- Paragraph 5** When tying or untying live primary wires on double crossarms, one Lineworker may be used in an insulated bucket or lift with the second worker on the ground or on the pole.



Paragraph 6 Third Paragraph - When working on de-energized series street circuit wires, a Lineworker may be used in an insulated bucket or lift with the second worker on the ground or on the pole.

Paragraph 7 New supplement to Stipulation #1 in reference to work described in paragraph 2 & 4 of Stipulation #1

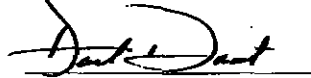
If there is a worker on the pole and a worker in the bucket, there shall be a qualified worker on the ground.

(a) When energized primary wires are being cut.

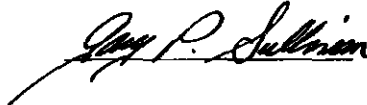
(b) While working in the primary area on junction poles carrying more than one live primary phase.

Where a third worker is required, the crew shall consist of a Leader Overhead Lines, Ho: Stick Lineworker or Lineworker A, and a Lineworker with a minimum rating of Grade B.

For NSTAR  
By



For LOCAL 369, LWUA, AFL-CIO  
By



Dated:

1-16-2007

STIPULATION #2

Subject to the provisions of the Principal Agreement between the parties of even date and without waiving or modifying any rights of either party contained therein, it is agreed that the Company will give notice in writing to an employee of disciplinary reprimands which are to become a part of the employee's records. If such records are introduced in a grievance hearing or in a hearing on demotion, suspension or discharge of such an employee, the Union at the hearing shall have the right of examination of the records introduced.

It is further agreed that a request may be made by the Business Agent to expunge such disciplinary reprimands or suspension records from an employee's personnel record after one year has passed during which he has received no written disciplinary reprimand or suspension. If the record is expunged such action will be confirmed by a letter to the Local. Any decision made by the Company on such request will be not be subject to the Grievance procedure or Arbitration.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007

STIPULATION #3

Agreement of Intent Between the Parties  
with Respect to the Matter of  
Out-of-Area Travel Time Associated with Temporary Upgradings

In an effort to control the payment of Out-of-Area Travel Time Premiums for Temporary Upgradings to fill vacancies, the parties have agreed that such temporary upgradings shall be made within the Division in which the vacancies exist.

It has been mutually agreed that should such Travel Time Premium be required to be paid, resulting from the inability of filling vacancies within a Division, the employee senior on the rating shall have prior rights to the payment of such premiums.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

STIPULATION #4

Subject to the provisions of the Principal Agreement between the parties of even date without waiving or modifying any rights of either party contained therein, it is agreed that the attached is a list, dated January 11, 1972, of shift and non-shift assignments by job title and grade as referred to in Article X, Section 2, of said Principal Agreement, together with an award and opinion relating thereto.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

Job Title	Grades	Shift	Non-Shift		Remarks
			Mon. thru Friday	Any 5 Days	
Automobile Mechanic	A	X			Massachusetts Avenue Garage & Service Center
Automobile Mechanic	A		X		Massachusetts Avenue Garage
Automobile Mechanic	A			X	Massachusetts Avenue Garage
Automobile Mechanic	B	X			Massachusetts Avenue Garage & Service Center
Automobile Mechanic	B		X		Massachusetts Avenue Garage
Automobile Mechanic	B			X	Massachusetts Avenue Garage
Automobile Mechanic	C	X			Massachusetts Avenue Garage
Automobile Mechanic	C		X		Massachusetts Avenue Garage & Service Center
Automobile Mechanic	D	X			Massachusetts Avenue Garage
Automobile Mechanic	D		X		Massachusetts Avenue Garage
Cable and Conduit Installer	A		X		
Cable and Conduit Installer	B		X		
Cable and Conduit Installer	B	X			Cable Division Shift Crews
Cable and Conduit Installer	C		X		
Cable and Conduit Installer	C	X			Cable Division Shift Crews
Cable and Conduit Installer	D		X		
Cable and Conduit Installer	D			X	Pump Teams
Leader-Automobile Repair		X			Massachusetts Avenue Garage
Leader-Automobile Repair				X	Massachusetts Avenue Garage
Note: There shall be no more than seven (7) Cable and Conduit Installers Grade A assigned on a regular basis to any five (5) days, six (6) for a Pump Team and one (1) for Ejector Truck. There shall be no more than three (3) Cable and Conduit Installers Grade A assigned on a regular basis to shift crews.					
Leader-Cable and Conduit			X		
Leader-Cable and Conduit		X			Cable Division Shift Crews
Mechanic-Buildings Maintenance	A	X			Downtown Office Buildings
Mechanic-Buildings Maintenance	A		X		Downtown Office Buildings
Mechanic-Buildings Maintenance	C	X			Downtown Office Buildings
Mechanic-Buildings Maintenance	C		X		Downtown Office Buildings
Mechanic-Electrical Maintenance	A			X	
Mechanic-Electrical Maintenance	B			X	

Job Title	Grades	Shift	Non-Shift		Remarks
			Mon. thru	Any	
			Friday	1 Day	
Mechanic-Electrical Maintenance	C			X	
Mechanic-Equipment Service	A		X		
Mechanic-Equipment Service	B		X		
Mechanic-Equipment Service	B	X			Tool Room - Window
Mechanic-Equipment Service	C		X		
Mechanic-Mechanical Maintenance	A		X		Station S-2
Mechanic-Mechanical Maintenance	A			X	
Mechanic-Mechanical Maintenance	B		X		Station S-2
Mechanic-Mechanical Maintenance	B			X	
Mechanic-Mechanical Maintenance	C		X		Station S-2
Mechanic-Mechanical Maintenance	C			X	
Operator-Substation	A	X			
Operator-Substation	B	X			
Operator-Substation	B			X	The following jobs only: Central Div. -- 2 Grade A's Northern Div. -- 2 Grade A's Southern Div. -- 1 Grade A Western Div. -- 1 Grade A
Material Handler		X	X	X	Currently five (5) Material handlers are subject to shifts at Mass Ave. Twelve (12) additional Distribution & Warehousing personnel may be assigned to shifts at any location.
Utility Worker-Bldg. Maintenance	A	X			Service Centers
Utility Worker-Bldg. Maintenance	A		X		Massachusetts Ave
Utility Worker-Bldg. Maintenance	B	X			Massachusetts Ave & Service Centers
Utility Worker-Bldg. Maintenance	B		X		Massachusetts Ave
Utility Worker-Bldg. Maintenance	B	X			Charlestown, Cambridge St. and Prudential

VOLUNTARY LABOR ARBITRATION TRIBUNAL

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In the Matter of the Arbitration between  
UTILITY WORKERS OF AMERICA  
AFL-CIO, LOCAL NO. 369  
- and -  
Boston Edison Company

Case Number: 1130-0548-70

---

AWARD OF ARBITRATORS

The undersigned arbitrator(s), having been designated in accordance with the Arbitration Agreement entered into by the above-named parties, and dated April 25, 1969 and having been duly sworn and having duly heard the proofs and allegations of the parties, Award as follows:

The changes of work schedule as proposed by the Company in its letter to the Union of August 7, 1970 are justified under article X, Section 5 of the contract.

---

Eric J. Schmertz  
Chairman

---

John S. Madden  
concurring

---

Robert D. Manning  
dissenting

DATED: May 24, 1973  
STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 24th day of May 1973, before me personally came and appeared Eric J. Schmertz to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

to do in the daytime on weekdays; (4) an increase in customers' unwillingness to permit lines to be out of service for maintenance except at late night and early morning hours; (5) employee's increasing unwillingness to be available for planned overtime as shown by the increase in "ask-offs" (expression of a desire of the employee not to work overtime) and difficulties in obtaining employees for call-outs; (6) an increased amount of overtime work; and (7) the increasing unavailability of employees for daytime work because they are on paid rest periods due to extended overtime assignments the previous night.

The data submitted show, for example, that the number of DSS and Transmission Lines that failed in service and had to be repaired in overtime increased 33% in a single year (1969-1970) whereas the number repaired during straight-time daytime hours remained practically the same.

The changed conditions under which the Company now must operate justifies the proposed schedule changes in the Cable Division. The clear need of the Company is to have employees available on a scheduled basis during off-hours, namely for nights and weekends. This need is met by the proposed schedules.

*The record contains uncontradicted evidence of substantial and significant changes in operating conditions and such evidence justifies the schedules in the Cable Division as proposed by the Company in its letter to the Union of August 7, 1970 under Article X, Section 5 of the contract.*

If there be future changes within the meaning of Article X, Section 5 of the contract, the procedural requirements of that contract section will be followed. It states:

"5 It is understood and agreed that, if present operating conditions change or if technological improvements change existing equipment or introduce new equipment to such an extent as to justify the Company changing the present Monday through Friday schedules, the Company shall submit the changes to the Union for approval. If the proposed changes do not meet with the Union's approval, the issue shall be settled under the Grievance Procedure in Article XXXII and by Arbitration under Article XXXIII."

Eric J. Schmertz  
Chairman

DATED: October 27, 1973  
STATE OF New York)  
COUNTY OF New York) ss.:



On this       day of October, 1973, before me personally came and appeared Eric J. Schmetz to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

STIPULATION #7

Joint Council Agreement

The Parties agree to the establishment of a Joint Council to discuss business process improvements, progress of joint committees, work place issues and business issues pertinent to the industry. The Joint Council will meet every 3<sup>rd</sup> Thursday of each month for the duration of the Agreement. The Joint Council's focus should be to coordinate ongoing joint union/management initiatives.

For NSTAR  
By

A handwritten signature in black ink, appearing to be "D. D. D.", written over a horizontal line.

For LOCAL 369, UWUA, AFL-CIO  
By

A handwritten signature in black ink, appearing to be "Gary P. Sullivan", written over a horizontal line.

Dated: 1-16-2007

#### STIPULATION #8

Subject to the provisions of the Principal Agreement between the parties of even date without waiving or modifying any rights of either party contained therein except as specifically provided herein, the Company and Local 369, UMWUA, AFL-CIO, agree as follows:

As to inclement weather grievances and arbitration:

- Section 1. Grievances filed pursuant to the last sentence of paragraph 2 of Article XXXIX of said Principal Agreement shall be filed in writing with the Vice President-Human Resources or his designated representative on or before 5:00 P.M. on Thursday following the first Monday after the day on which the work assignment in question was made and not thereafter, and shall, except as aforesaid, be processed in accordance with the provisions of paragraphs (c), (f), and (g) of Article XXXII of said Principal Agreement.
- Section 2. With respect to a grievance so filed, if the Vice President-Human Resources or his designated representative determines, in his sole discretion, the exercise of which shall not be subject to the Grievance Procedure of said Principal Agreement or to Arbitration, that the work assignment was improper under the provisions of Article XXXIX of the Principal Agreement, the aggrieved employees shall receive, in full settlement of the grievance, additional compensation at their straight-time hourly rates for the number of hours of work which the Vice President-Human Resources or his designated representative deems to have been improperly assigned, but not less than four (4) hours' pay for each employee involved at his/her straight-time rate.
- Section 3. If the grievance is not satisfactorily settled under Sections 1 and 2 of this Stipulation, it may be submitted to Arbitration under Article XXXIII of said Principal Agreement.
- Section 4. If, in any case, the Board of Arbitration decides in favor of the aggrieved employees, the Company will pay:
- (a) the costs, if any, of the American Arbitration Association in connection with Arbitration;
  - (b) the compensation and expenses of the third arbitrator;
  - (c) the expenses of one copy of the transcript of testimony; and
  - (d) at straight-time hourly rates for the time spent during their regularly scheduled working hours at the Arbitration hearing by not more than three employees who are requested by the Union to be in attendance at such hearing, provided that such employees give or might reasonably have been expected to give, testimony germane to the proceedings.
- If, in any case, the Board of Arbitration does not so decide, the usual provisions of the Principal Agreement relative to sharing of the cost and expenses of arbitration shall apply, and the Company shall not pay the employees described in subsection (d) of this Section.
- Section 5. The Board of Arbitration shall not have power to make an award or decision requiring the Company to pay the sum set forth in Section 2 of this Stipulation or to pay or suffer any other penalty or damages, the intent of the parties being that the provisions of Section 4 of this Stipulation set forth the maximum amount of the Company's liability with respect to such Arbitration proceedings.

As to inclement weather assignments:

Section 6. Employees on List #1 (Schedule F) of said Principal Agreement not required to perform their scheduled outdoor work may be assigned to perform other work, irrespective of Job Specification, in accordance with the listing in Appendix A, which is attached hereto, and they will be paid at their straight-time hourly rates in the same manner as if they had performed their scheduled outdoor work.

For NSTAR  
By

For LOCAL 369, UMWUA, AFL-CIO  
By

A handwritten signature in dark ink, appearing to be "D. J. J.", written over a horizontal line.A handwritten signature in dark ink, appearing to be "Gary P. Sullivan", written over a horizontal line.

Dated: 1-16-2007

## APPENDIX A

I

### Items of Work for Inclement Weather Assignments to Employees of Overhead Divisions

1. Housekeeping activities - trucks, sheds, platforms
2. Check and replenish truck stock including rubber goods, rope, tools, equipment
3. Reclaim line wire and service cable
4. Check generators and portable pumps
5. Make up dead ends, tree wire and moulding, rope slings, rewire street light brackets
6. Cut tie wires
7. Salvage line hardware
8. Load the trucks for next day's work
9. Attend:
  - (a) Safety meetings, including resuscitation meeting
  - (b) Instruction and Job Training sessions
  - (c) Training sessions for Major Emergency Plan
10. Clean truck compartments

### Items of Work for Inclement weather Assignments to Employees of Underground Divisions

#### In Cold Weather - 10° or Below

1. Reclaim cable including duct splicing and lead burning
2. Install eyes and end seals on cable
3. Prepare switch and transformer leads
4. Salvage junction box parts - terminals, potheads, transformers, switches and cable eyes
5. Attend:
  - (a) Safety meetings, including resuscitation meeting
  - (b) Instruction and Job Training sessions
  - (c) Training sessions for Major Emergency Plan
6. Repair transformers and switches in shops

#### Under Other Conditions of Inclemency

1. Housekeeping activities - trucks, sheds, platforms
2. Check and replenish truck stock including rubber goods, rope, tools, equipment
3. Reclaim cable including duct splicing and lead burning
4. Install eyes and end seals on cable
5. Prepare switch and transformer leads
6. Inspect customers' vaults
7. Check generators and portable pumps
8. Salvage junction box parts - terminals, potheads, transformers, switches and cable eyes
9. Clean cable tunnels - make repairs to walls, iron work and ladders
10. Inspect bonding, tagging, fireproofing, fairleaders, hangers, cable racking and duct plugs in cable tunnels and station basements except at Summer Street and Congress Street
11. Inspect and measure cable pulling ropes
12. Load the trucks for next day's work

13. Attend:
- (a) Safety meetings, including resuscitation meeting
  - (b) Instruction and Job Training sessions
  - (c) Training sessions for Major Emergency Plan
14. Repair transformers and switches in shops
15. Clean truck compartments

Supplemental Items of Work for Inclement Weather Assignments to Employees of Overhead and Underground Divisions.

The Company intends to assign the indoor activities listed above as a first option during inclement weather:

The following items of work are added:

- Permit Outages
- Customer Arranged Service Outages
- Patrols and Inspections
- Loading of Poles, Reels and transformers

It is not intended that work will be performed in severe weather conditions or when conditions are detrimental to employee safety. The leaders/splicers will determine the degree of inclemency.

In addition to the above, the Local agrees to meet with the Company to develop pilot programs for implementing additional assignments which can be performed in marginally inclement weather to be added to Appendix A. The first item to be developed will be the digging, setting and removing poles.

The following items of work are added in marginally inclement weather:

Setting and Removing of Poles

- When setting pole, it must be protected from all energized conductors (no rubbering in inclemency). The Company will not assign crew with intent it will just open holes.
- When removing pole, it must be clear of attachments and cut below the secondary area. (not to be performed as a single bucket function)


Street Lamp Work

- Lamp work will be performed by two-person crew (head size limited to 175 watt)

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

STIPULATION #9

In administering the provisions of Section 8 of the Industrial Accident Disability Benefits Plan the Medical Director will take into account the following guidelines:

The decision as to the ability of an individual experiencing a Worker's Compensation Injury or Illness to return to work, and the delineation of work restrictions, is that of the Corporate Medical Director. Recognizing however, that reaching such informed decisions sometimes requires additional medical input, it is hereby delineated that the Medical Director, in making a determination, will consider:

1. The results of any exam of the individual undertaken in the Health Services Department.
2. The opinion of the individual's private physician, particularly where that physician's specialty is appropriate to the complaint under consideration.
3. The opinion of the examining physician at Liberty Mutual, if applicable.

If there is disagreement, or if the Medical Director wishes additional input, s/he may order an Independent Medical Examination (IME) from a qualified appropriate specialist. In order to maintain impartiality, IME's are generally obtained through one of the companies currently specializing in independent exams (e.g. Medical Evaluation Specialists) and not through a private practitioner. These exams are obtained at the Company's expense.

If the affected employee disagrees with the decision of the Medical Director, s/he may, at his or her own expense, obtain an IME through a similarly appropriate group, the result of which will be considered in making a return to work determination.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007

STIPULATION #10

Statement of Mutual Goals

We are committed to a course of conduct that strives to continually improve the competitive well being of the Company and the continuous learning, development, and growth of its employees. We are dedicated to participating in a continuing process that recognizes the need for employee involvement in adapting to change and helping to revise the processes that will cause change to occur. We agree that the formula for future success is based on consultation, mutual respect, open communications, shared success and innovative problem solving which allows the company through competitive excellence to sustain its continued growth. We are committed to streamlining processes that allow us to eliminate wasted effort and to provide a higher quality, more prompt service to our customers. We are committed to a more fully utilized, versatile, and better-trained work force and improved personal performance and job satisfaction through increased job flexibility.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007



STIPULATION #11

Subject to the provisions of the Principal Agreement between the parties of even date, and without waiving or modifying the rights of either party contained therein except as specifically provided herein, the Company and Local 369, UWUA, AFL-CIO, during the period from the date hereof up to and including May 15, 2000, agree as follows:

Whenever the Company is contracting out maintenance, repair, or construction work normally performed by employees in the classifications listed on the attached schedule, the Company will make every reasonable effort to fill, on a permanent or temporary basis, vacancies in those listed classifications which normally perform the work being contracted out, to the extent necessary, if any, to raise the complement to the corresponding figures on the attached schedule, for the classifications involved.

Excluded from the foregoing are those limited duty cases where employees do not perform the work of their job classifications.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007

ATTACHED SCHEDULE TO STIPULATION #11

	Employees on the job temporary or permanent at time of subcontracting
Splicers Grade A plus Inspector Cable	64
Splicers Grade B	27
Splicers Grade C	
Splicers Helper Grade A (Grandfathered)	28
Leader-Cable and Conduit plus one Heavy Equipment Operator	32
Cable and Conduit Installer Grade A	49

A combination of Splicers Grade A-B-C and the grandfathered Splicers Helper Grade A will be maintained at a total of 119 employees to fulfill the provisions of this stipulation. When the number falls below 119, or when the number of Grade A's falls below 64, the Company will raise the complement to the corresponding figures by temporarily upgrading Splicers Grade B to Grade A for the period of time contractors are doing such work.

For NSTAR  
By

For LOCAL 369, UWUA, AFL-CIO  
By




Dated: 1-16-2007

STIPULATION #12

1. Upon the temporary assignment of an employee to a position of Supervisor for any reason other than a substitution for illness, s/he shall at the expiration of one hundred and twenty-five (125) calendar days be made a permanent Supervisor or returned to the bargaining unit.
2. Upon the temporary assignment of an employee to a position of Supervisor to substitute for a Supervisor absent because of illness or accident, s/he shall at the expiration of two hundred and fifty (250) calendar days be made a permanent Supervisor or returned to the bargaining unit. The days referred to under paragraphs 1 and 2 are to be combined and are not mutually exclusive.
3. The periods of one hundred and twenty-five (125) days under paragraph 1 and two hundred fifty (250) days under paragraph 2 are meant to be an accumulative total days beginning January 1, 1972. If an employee is temporarily assigned for five (5) days (Monday through Friday) s/he shall be deemed to be so assigned for seven (7) calendar days. If an employee is so assigned for a period of one to four days, s/he shall be deemed to be so assigned for that number of days only, unless non-worked days intervene. No employee shall be required to accept or retain a temporary assignment to a position of Supervisor.
4. The above provisions shall be effective as of April 1, 1973 as to any employees temporarily assigned to Supervisory positions hereafter and will be effective as of April 15, 1973 as to any employees presently assigned to Supervisory positions.
5. A permanent Supervisor can only return to the bargaining unit in a beginner's job. All seniority previously accumulated can be utilized for pension or vacation credit purposes only. Otherwise the returning Supervisor shall be considered a new employee and shall not retain any seniority for any other purpose.
6. An employee accepting a temporary promotion to a position of Supervisor in accordance with paragraph 1 will not accumulate seniority on his/her permanent rating. The employee when returned to his/her permanent rating will retain that seniority previously accumulated on the rating.
7. The parties agree to discuss modifications to this Stipulation #11 during the term of this Agreement. Any agreed upon modifications must be reduced to writing and will supersede the above language.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007

STIPULATION #13

Contractor Addendum

During the course of the 2000 contract negotiations, concerns were expressed by the parties on the future use by the Company of outside contractors for construction work under Article XXIII. Both parties agree there is a need to balance the Company's desire to be efficient, flexible, and customer focused, and the Union's and employees' concern for work security for the continuing success of the business.

Both parties agree to establish a Joint Committee to determine the most efficient and effective way to utilize employees and contractors to accomplish the Company's work. The Joint committee will consist of the following members:

Company: General Manager of Construction  
Human Resources Manager  
Labor Relations Consultant

Union: President or Designee  
Business Agent or Designee  
Secretary-Treasurer or Designee

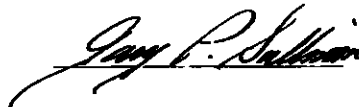
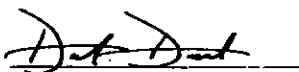
Within thirty (30) days of the signing of this contract, the parties agree that the Joint Committee will meet to formulate the guidelines regarding construction work and the use of contractors for this work. Included on the agenda for this committee shall be the "make ready" construction work, "maintenance and repair work," and the use of outside contractors.

The Committee has the full backing of the Company and the Union and will make every effort to reach agreement on this issue. The parties agree that the Committee may utilize the services of a mediator to reach agreement if they deem it helpful.

The company agrees to routinely provide to the Committee, a list of all construction work, anticipated or scheduled, for the next six (6) months. The Committee will meet on an ongoing basis to review anticipated work and to review the guidelines, as needed.

For NSTAR  
By

For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

#### STIPULATION #14

Subject to the provisions of the Principal Agreement between the parties of even date, and without waiving or modifying the rights of either party contained therein, except as specifically provided herein, the Company and Local 369, UWUA, AFL-CIO, agree as follows:

- I. A joint Company-Local safety committee shall consist of no more than seven (7) members appointed by the Company and no more than seven (7) members appointed by the Local.

The purpose of the committee will be to promote safe working conditions and safety awareness on the part of both supervisors and employees and other related items as either party may request.

There shall be meetings of the committee on a monthly basis. The date shall be selected by the parties. In addition, either party can call an emergency meeting if warranted. A written agenda will be prepared for each meeting. Both parties may recommend agenda items.

All regular working hours spent in connection with the work of this committee by Union committee members shall be paid by the Company.

- II. The Company shall provide health and safety information to the Local that shall include, but not be limited to:

- One (1) complete set of all Company Safety Procedures/Policies with updates when issued.
- Reports of Company studies concerning health and safety matters such as morbidity (frequency of work related illnesses or injuries for particular groups) and mortality (death rate data for particular groups) when such studies are conducted.
- Reports of all formal safety inspections of workplace conditions.
- Reports of formal Industrial Hygiene Surveys including air quality tests and sound level surveys.
- Annual OSHA Injury and Illness Logs.
- Asbestos Clearance Air Monitoring Results (upon request by work location).
- PCB Air Monitoring Results (upon request by work location).
- PCB Oil Level Results (upon request by work location).
- PCB Wipe Sampling Results (upon request by work location).

- III. When, during the course of employment, an employee represented by Local 369 is seriously or fatally injured, the Company will expeditiously notify the duly authorized representative of the Local. Upon notification, the Local's authorized representative (as defined below) will participate in the Company's investigation of the incident, if any.

Responsibility for the Company notification to the Local rests with the Director Corporate Safety or his/her duly authorized representative.

The Local's authorized representative is the President of the Local or his/her duly authorized representative, which may be designated at the time of notification from the Company.

Compensation of the Local's representative for time spent participating in an investigation will be administered as follows:

During the representative's normally scheduled work hours, s/he will be recorded as "Leave Allow, Conference with Management" on the employee's time sheet.

Outside of the representative's normally scheduled hours, s/he will be compensated at one and one-half (1 1/2) times his/her regular hourly rate of pay. All other premiums such as overtime, travel time, meals, etc. will not apply. Likewise, this time will not be considered for application to the employee's divisional records of items such as overtime rosters. These hours will not be recorded on the employee's time sheet, but will be reported by memorandum from the Director Corporate Safety and will appear as a pay adjustment in a subsequent paycheck. These hours will be considered in conjunction with all other hours worked for determining the employee's eligibility for rest periods.

A serious injury is defined as requiring in-patient hospitalization of an injured employee. First aid and/or outpatient treated injuries are not included.

For NSTAR  
By



For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

**STIPULATION #15**

The Company will reimburse employees for the full cost of the following licenses when required by their job:

**Massachusetts State Driver's Licenses**

- a) The Company will pay no part of the cost of a class 3 license.
- b) The Company will reimburse the current fee for the class 1 or 2 permit fee.
- c) The Company will reimburse the current fee for the class 1 or 2 road test.
- d) The Company will reimburse the additional cost to change the license, i.e.: 3 to 2, 3 to 1, and 2 to 1.
- e) Upon renewal, the Company will reimburse for the additional cost of a class 1 or 2 license over the cost of class 3 licenses.

**Rigger's Licenses**

The Company will reimburse employees for the full cost of a rigger's license if required in the performance of his/her job.

**HVAC Licenses**

The Company will reimburse employees for the full cost of HVAC Licenses if required in the performance of his/her job.

For NSTAR  
By

For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

STIPULATION #17

**Joint Disability Committee**

The parties have agreed to establish a Joint Disability Committee to develop a mechanism to address plan administration issues and those situations in which disabled employees may be eligible for long-term disability benefits, but may have limited duty work capacity.

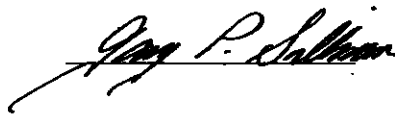
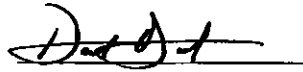
The focus of the Committee shall be to support light duty or modified work programs, independent evaluation programs, the use of beginners' ratings (Revised Schedule D) jobs, new jobs, or layoff status as possible accommodations for employees with permanent or long-term restrictions.

The Committee will also engage in claims management intervention and problem solving.

The Committee shall meet monthly to review program initiatives and more often, if necessary, to discuss the situation of a particular employee.

For NSTAR  
By

For LOCAL 369, UWUA, AFL-CIO  
By



Dated:

1-16-2007



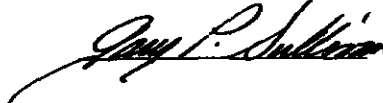
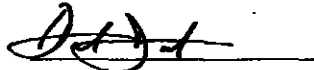
STIPULATION #18

Work in Inclement Weather for Meter Readers

Subject to the provisions of the Principal Agreement between the parties of even date and without waiving or modifying any rights of either party contained therein, Meter Readers will be expected to perform meter reading work regardless of weather conditions. However, supervisory personnel are to endeavor to rearrange work assignments to avoid insofar as practicable unnecessary exposure to severe stormy weather or unusually cold weather. Ten degrees Fahrenheit temperature or lower is to be considered unusually cold weather. Walking meter reading routes will be suspended when the outside air temperature is 10 degrees Fahrenheit or below. Riding and Van Routes will continue regardless of the outside air temperature. The temperature recorded at each service center will be the benchmark, except for Mass Ave South Routes, which will use the recorded temperature at the Walpole Service Center. If the Meter Readers have been ordered to work and if, in the opinion of the Steward, they should not have been so ordered, the Steward may immediately appeal to his/her Supervisor and if necessary to his/her Division Head and Department Head. If the decision is not satisfactory to the Steward, the employees shall continue to work, but the Steward may file a grievance under Article XXXII and Arbitration under Article XXXIII and the Business Agent of the Local may proceed with this grievance to the Human Resources Organization for immediate decision.

For NSTAR  
By

For LOCAL 369, UWUA, AFL-CIO  
By



Dated: 1-16-2007

STIPULATION #19

Joint Benefits Review Committee

During the 2000 contract negotiations, the Company and the Union spent considerable time in addressing pension and health care costs. While the parties were able to reach agreement on a multi-year agreement, both expressed an interest in ongoing discussions of these issues. Accordingly, agreement was reached on the formulation of a Joint Benefits Review Committee.

The Company and the Union agree that, within sixty (60) days of the execution of the Contract, a Joint Benefits Review Committee will be established and begin discussions. The Committee shall consist of no more than six (6) members - three (3) from management and three (3) from the Local. Outside resources may be utilized to enrich the review process.

The purpose of the Committee will be to discuss pension and health care costs and explore alternatives to existing programs. The Committee will meet monthly over an eighteen (18) month period and may make changes to programs by mutual agreement. Following this period, the Committee will dissolve unless extended by mutual agreement.

For NSTAR  
By



For LOCAL 369, UMWUA, AFL-CIO  
By



Dated: 1-16-2007

STIPULATION #20

Subject to the provisions of the Principal Agreement between the parties of even date and without waiving or modifying any rights of either party contained therein, it is agreed that when an employee having been given a work assignment and in the fulfilling of said work assignment uses his/her personal automobile without authorization by the Company, his/her additional productivity resulting from the use of said automobile shall not be used to compare with the productivity of another employee performing a similar work assignment without the use of an automobile.

For NSTAR  
By

A handwritten signature in dark ink, appearing to be "D. D. D.", written over a horizontal line.

For LOCAL 369, UWUA, AFL-CIO  
By

A handwritten signature in dark ink, appearing to be "Gary P. Sullivan", written over a horizontal line.

Dated:

1-16-2007

STIPULATION #21

Subject to the provisions of the Principal Agreement between the parties of even date, and without waiving or modifying any rights of either party except as specifically provided herein, the Company and Local 369, UWUA, AFL-CIO, agree to accept all present and future EEI validated tests with recommended cut-off scores.

For NSTAR  
By

A handwritten signature in dark ink, appearing to be "D. D.", written over a horizontal line.

For LOCAL 369, UWUA, AFL-CIO  
By

A handwritten signature in dark ink, appearing to be "Ray P. Sullivan", written over a horizontal line.

Dated: 1-16-2007

STIPULATION #22

Subject to the provisions of the Principal Agreement between the parties of even date, and without waiving or modifying any rights of either party except as specifically provided herein, the Company and Local 369, UJWUA, AFL-CIO, agree that the operation of computer terminal input and output devices shall be considered to be contained in all Office-Technical and Professional job specifications and shall not be subject to negotiations under Article XII, paragraph 2 (b).

For NSTAR  
By

A handwritten signature in dark ink, appearing to be "D. J. ...", written over a horizontal line.

For LOCAL 369, UJWUA, AFL-CIO  
By

A handwritten signature in dark ink, appearing to be "Ray P. Sullivan", written over a horizontal line.

Dated:

1-16-2007



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

It is agreed that when an employee is given a verbal reprimand, if the Steward or the Chief Steward is immediately available at the time in the work location, the Steward or Chief Steward will be given an opportunity to be present at the time the reprimand is given. If the Steward is not present at the time the reprimand is given, he/she shall be notified thereafter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant".

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 1



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

It is agreed that in emergencies declared by the Chief Executive Officer where practicable and in the sole discretion of the Company, employees will be assigned duties consistent or related to their job specifications.

The statement contained in this letter shall not be subject to the Grievance Procedure or Arbitration.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 2



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

It is agreed that the Company will notify the Business Agent of the Local regarding the use of contractors on ordinary maintenance and repair work.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 3





One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

RE: Use of Telephone in Field

Dear Mr. Sullivan:

It is agreed that where a telephone is available adjacent to the work location or within a reasonable distance there from of an employee, he/she may, with permission of a supervisor, call the Business Agent of the Local on serious grievances provided there is no interference with the work.

It is understood that such telephone calls will be permitted to be made only on serious grievances requiring the immediate attention of the Business Agent.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant". The signature is stylized with a large, sweeping initial "D" and a horizontal line extending to the right.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 4



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

It is agreed that subject to the provisions in the Leave of Absence Policy, the Employee Participation in Community and Civic Service Policy and the NSTAR Code of Conduct, an employee shall be given a leave of absence without pay during the period that coincides with the term that he/she serves in the public office to which he/she has been elected.

Such an employee will be transferred to the inactive payroll and shall be required to be examined by the Medical Director before returning to work.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant". The signature is fluid and cursive, with a long horizontal stroke at the end.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 5



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, splicers will not be required to wipe joints from a bucket truck; but may, on occasion when necessary, be assigned work involving sweating of conductors from a bucket truck with the understanding that the solder pot, if used, will be safely secured outside of, and not attached to, the bucket truck.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written in a cursive style.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 6



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

The Company states that in those cases involving transfer or promotion where an employee of one department has been accepted by another department to fill a vacancy for which a regular posting has been made, such employee will be released from his/her former duties not more than 30 days from such acceptance except in cases where a grievance or arbitration is pending under paragraph 12 of Article XVII or the accepted employee is not actively at work for whatever reason.

The accepted employee must move when released from his/her former duties or forfeit his/her right to the assignment.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 7



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company will, at the request of the Local, make known to the Local whether or not a job vacancy will be filled.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 8



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

It is agreed that in the interpretation of Article XVII, Section 17, that all laid-off employees with seniority rights shall be given an opportunity to return to work if qualified and able to perform the work available before any new employees are hired by the Company, and further, that an emergency declared by the Chief Executive Officer or his designated representative as defined in Article VII of the Agreement shall not affect those rights.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written in a cursive style.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 9



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, employees with five (5) years or more of service, required to change classifications due to an occupational injury or disease arising out of or in the course of employment, shall retain the rate of pay of the original classification, if transferred to a lower rate position. Subsequent raises in pay, or in any other upward pay or adjustments applying to the former position, shall be granted as though the employee was still in the original classification. Similarly, all other compensation and related benefits shall be maintained at the same or higher levels.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant". The signature is stylized with a large, looped "D" and a trailing flourish.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 10



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company agrees that all verbal reprimands issued prior to January 1, 2005 will be expunged from the employee's record. All other discipline will be reviewed in Joint Committee.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 11





One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, it is agreed that in addition to the notice requirements contained in Article XII 2(b) of the principal agreement, the Company will, to the extent it has the information, provide the Local with the following data:

- a) The nature of the change.
- b) The approximate date on which the Company proposes to effect the change.
- c) The approximate number, type and location of employees likely to be affected by the change.
- d) The effects the change may be expected to have on the employees' working conditions and terms of employment.
- e) Updated information, if any, on new developments which arise.

The Company will also endeavor to provide as much advance notice as possible of contemplated changes covered by this section beyond the specific notice requirements specified in this section.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 12



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company will provide an occupational accident death benefit with an insured benefit of \$100,000 for an employee who dies as a result of an accident on the job. This is in addition to other life insurance benefits provided by the Company.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant". The signature is stylized with a large initial "D" and a long horizontal stroke.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 13



**NSTAR**  
ELECTRIC  
GAS

One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, dependents of employees who die, as the result of an accident on the job, shall receive hospital, dental and vision care benefits. Coverage for spouse will cease upon remarriage, reaching age 65 or becoming covered under another group plan. Coverage for dependent children will cease same as active employees. Benefits to be paid at 100% by the Company.

Very truly yours,

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 14



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company will provide up to \$48,000 (up to \$12,000 per year) for the purpose of an educational assistance plan for each dependent child of an employee who dies as the result of an accident on the job. This plan will be administered solely by the Company and payment will be made upon submission to it of bills from the college in connection with room and board, fees, registration, tuition and books.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 15



**NSTAR**  
ELECTRIC  
GAS

One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations regarding Safety Policy #19, the Company agrees that said Policy will remain in force and effect unless specifically deleted by both parties.

Very truly yours,

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 16



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Re: Safety Shoes

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company will pay once annually the full cost of the purchase price not to exceed \$85 for work shoes and \$125 for lineworker boots for all eligible employees.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written in a cursive style.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 17



**NSTAR**  
ELECTRIC  
GAS

One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Re: Third Doctor Provision

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, and without waiving or modifying the provisions of Section (9) of the Industrial Accident Disability Benefits Plan, the Company is willing to utilize the services of a third doctor as provided in Section 6 of Article XXVIII on a case-by-case basis.

Very truly yours,

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 18



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Re: New Employee Meeting with Union Representation

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company agrees to allow union representation to meet with new employees for one half (1/2) hour during their first week of employment.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 19





One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Re: Fitness for Duty Policy

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, the Company agrees that if an employee is required to separate from the Company under this policy, he/she will have the option of resignation or retirement (if eligible) rather than termination. The Company agrees to pay costs not covered by employee's insurance on voluntary referrals.

It was further agreed that the Company and the Local will confer on issues pertaining to the use of outside EAO and Value Option.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 20



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Re: Six (6) Month Work Assignments for OT&P Positions

Dear Mr. Sullivan:

It is mutually agreed by and between the parties hereto that travel time premiums in connection with out-of-area work assignments will be paid, or not paid, as follows:

1. Normally, an employee will be entitled to travel time premiums when assigned to report to work outside his/her permanent work area unless authorized to travel during posted work hours.
2. Employees may be assigned to any out-of-area assignments without the payment of travel time premiums provided the assignment is for six (6) or more months.
3. If, at the time the out-of-area work assignment is made, management has information that would indicate that the assignment may be for six (6) months or more, they will so inform the steward, and the employee will not receive travel time premiums. In the event the work assignment does not last for six (6) or more months, the employee will be retroactively adjusted and paid the applicable travel time premiums.
4. In no event will travel time premiums be paid in connection with permanent work location changes.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant".

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 22



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

NSTAR Electric & Gas Corporation agrees to provide Local 369 with legal representation for all its members who require this assistance as a result of any act or acts in connection with:

the business of the Company.

This assistance will be provided only when the employee is acting within the scope of his/her authority and meets the above-stated test.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 23



One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

Confirming agreement reached during recent contract negotiations, whenever temporary clerical help is employed in an area of the Company, the Company will to the extent feasible provide upgradings within the affected progression chart to accomplish the necessary work and utilize the contractor help at the lower level.

The actions of the Company, pursuant to this letter, shall not be subject to the grievance or arbitration procedure.

Very truly yours,

A handwritten signature in black ink, appearing to read "David F. Dorant", written over a horizontal line.

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 24



**NSTAR**  
**ELECTRIC**  
**GAS**

One NSTAR Way  
Westwood, Massachusetts 02090

January 16, 2007

Mr. Gary P. Sullivan, President  
Local 369, Utility Workers Union of America, AFL-CIO  
120 Bay State Drive  
Braintree, MA 02184

Dear Mr. Sullivan:

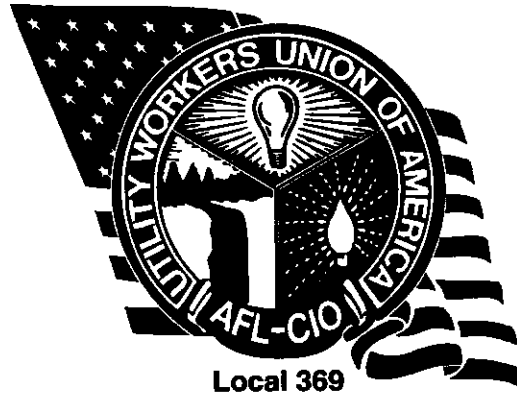
The Company agrees that, in addition to the information to be furnished under Article VIII, Paragraph 9 of the Principal Agreement, it will notify the Local when members of the Local are selected by the Company for additional training or education. The Company further agrees that whenever possible a thirty (30) day advance notice will be given.

The Company's actions, pursuant to this letter, shall not be subject to the Grievance Procedure of Arbitration.

Very truly yours,

David F. Dorant  
Director, Employee & Labor Relations

Letter No. 25



Utility Workers Union Of America  
Local 369, AFL-CIO