

# AGREEMENT

BETWEEN

LITTLETON WATER AND LIGHT  
DEPARTMENT

AND

LOCAL NO. 1837  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

JANUARY 24, 2004

THROUGH

DECEMBER 31, 2007



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## PURPOSE OF AGREEMENT

This Agreement, entered into this \_\_\_ day of January 2004 between the Board of Commissioners of the Water and Light Department of the Town of Littleton, (hereinafter referred to as the "Department") and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 1837, (the Local being hereinafter referred to as the "Union") representing employees in the bargaining unit, (hereinafter referred to as the "employee" or "employees")

WITNESSETH: WHEREAS, the Department is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public; and

WHEREAS, both parties hereto recognize this mutual responsibility of service to the public; and

WHEREAS, the mutual responsibility of both the employees and the management of the Department to the public require that any disputes arising between the employees and management of the Department be adjusted and settled in an orderly manner; and

WHEREAS, the Department and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it without regard to race, creed, national origin, marital status, age, disability, or sex; and

WHEREAS, the Department and the Union agree that one of the purposes of this Agreement is to provide a fair day's work in return for a fair day's pay;

NOW THEREFORE, for and in consideration of the promises herein contained, it is mutually agreed that:

**ARTICLE 1**  
**RECOGNITION OF UNION**

**Section 1.1-** The Department and Superintendent recognize the Union as the sole collective bargaining agency for the employees of the Department. The Department and Superintendent recognize and will not interfere with the right of their employees to become members of the Union and agree that there shall be no discrimination, interference, restraint or coercion by the Department or Superintendent against any employee because of his or her membership in the Union. The Department also recognizes the Union as having the rights and duties provided under RSA 273-A

**Section 1.2 – Supervisors Working**

Full time non-bargaining unit supervisors(s) will not customarily perform the same work which, is performed by the employee(s) whom they supervise, provided, however, that the non-bargaining unit supervisor(s) may perform such work, when a qualified employee(s) is not immediately available or in an emergency as determined by the LWL.

On-Call personnel are considered immediately available.

**ARTICLE 2**  
**MANAGERIAL RIGHTS**

**Section 2.1 -**The management of the Department, whose employees are members of this bargaining unit, shall remain vested exclusively in the Board of Commissioners and any designated agents. The Board of Commissioners and the agents shall have jurisdiction over all matters concerning the management and operation of the Department, including but not limited to, the functions, programs and methods to be used for all of the operations, including the use of technology; the standard services to be provided and the standards of productivity and performance of employees; the Department's organizational structure, and the selection, direction, discipline, and number of all personnel; use of contracting and subcontracting; as well as all rights retained by virtue of RSA 273-A. In the exercise of these rights, the Department will not discriminate against any member of the Union. The Department will not discharge any employee who is a member of this bargaining unit except for just cause.

**Section 2.2 – Work Schedule**

The normal work schedule at LWL is a forty-hour regular work week Monday through Friday. It is currently an eight hour day with a half hour unpaid lunch period. LWL reserves the right to adjust the normal work hours with two weeks notice to employees, but normal work hours in any day will be consecutive and normal work days will be consecutive, and all outside personnel will work the same hours.

**ARTICLE 3**  
**NO STRIKES**

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

The failure or refusal on the part of any employee to comply with this provision shall be cause for immediate discipline, including discharge. Any such action taken by the Department regarding discipline, including discharge will be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

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

**PROCEDURE:**

**Step 1.**

The grievance will be made in writing and will include, at a minimum, the nature of the dispute, the section(s) of the Agreement allegedly violated, and the remedy sought. The grievance will be presented to the Department within ten (10) calendar days of the incident-giving rise to it. Upon request of the Department or the union, a conference will be held and attended by the aggrieved employee, a shop steward or designee, and the superintendent or a designee. The Department will provide the aggrieved employee and the Union with the Department's decision on the grievance within ten (10) calendar days of this conference.

**Step 2.**

If the grievance is not satisfactorily adjusted in Step 1, the aggrieved party may request, within ten (10) calendar days of the issuance of the Department's decision in step 1, a conference attended by the aggrieved employees, one (1) representative of the Union, the superintendent or a designee and one (1) commissioner. The Department (or the Union if the grievance is initiated by the Department) will provide its final written response to the grievance within ten (10) calendar days of this conference.

### Step 3.

Arbitration. In the event that the dispute is not satisfactorily settled in Steps 1 or 2, the Department or the Union may submit the matter to arbitration before an arbitrator mutually agreed upon by the Department and the Union. Neither the Department nor the Union shall have any obligation to arbitrate any dispute or grievance not timely presented or not submitted in writing to arbitration within ten (10) calendar days of the final written response in Step 2 above. If the Department and the Union cannot mutually agree upon an arbitrator, the aggrieved party shall petition the PEI.RB for assignment of an arbitrator.

The decision of the arbitrator shall be final and binding on both parties. The Department and the Union shall each bear the expense of its own representative, and the fees and expenses of the arbitrator shall be borne equally by the Department and the Union. The arbitrator shall deal only with the grievance which occasioned the arbitrator's appointment and neither party shall be required to arbitrate more than one grievance at a time except by mutual agreement. The arbitrator shall have no power, jurisdiction or authority to add to, subtract from, or modify any of the terms of this Agreement. Any grievance must be processed at each appropriate step of the grievance procedure within the appropriate time period specified. If not timely presented by the aggrieved party, the grievance shall be considered waived for all purposes. If the responding party fails to process or respond to a grievance within the time frame set forth above, the opposing party may serve notice that it intends to proceed immediately to request the appointment of an arbitrator. No extension or modification of the time limits in this article shall be effective unless evidence in writing by a mutual signed agreement.

## **ARTICLE 5** **ON-CALL DUTY/PAY**

### **Section 5.1- On-Call Duty Rotation**

The assignment of on-call duty will be divided equally among employees on a rotating basis. On-call duty assignments will be posted at least two (2) months in advance. The Department will draft the on call duty assignment list, which will be submitted to the employees for input.

Assignment of on-call duty on holidays will be by lottery. To the extent possible, every employee being assigned on-call duty will be assigned the same number of holiday assignments as every other employee. For purposes of calculating the number of holidays an employee is to work, Christmas will count as two (2) holidays. From year to year, on call duty on Christmas will be rotated among the employees so that the burden of working on Christmas is evenly distributed among them

Unless medically unable to do so, any employee unable to be on-call when assigned is responsible to ensure that a replacement will be on-call during his or her assignment.

### **Section 5.2 - On-Call Duty Pay**

Each employee performing one (1) week of on-call duty will be compensated the equivalent of eleven (11) hours of pay, at his or her regular hourly rate.

In addition to any other on-call duty pay to which an employee may be entitled, an employee performing on-call duty on a holiday will be compensated the equivalent of two (2) hours pay, at his or her regular hourly rate.

## **ARTICLE 6 CALL-IN PAY**

Any employee who has been released, and has left work at the end of his or her workday, and is then contacted and required to report to work to engage in overtime work, will receive a minimum of three hour's pay at a rate of one and one-half (1-1/2) times the employee's regular hourly rate except on Sundays the rate will be double time for the call in. Scheduled work on Sunday will be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

For purposes of calculating the length of the overtime work, time will begin to run when the employee contacts the dispatcher to confirm the call-in situation.

## **ARTICLE 7 RATE OF PAY FOR WORK OVER SIXTEEN (16) HOURS**

If an employee is required to work beyond sixteen (16) consecutive hours, he or she will be paid at double his or her regular rate for those hours worked beyond sixteen (16), including normal scheduled hours worked. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this section.

No employee shall receive more than the single highest rate of pay set forth in any provision of this Agreement which is applicable to any work performed or service rendered by an employee and in no event shall there be any duplication or pyramiding of any two or more of the benefits provided in this Agreement for work performed or service rendered.

**ARTICLE 8**  
**MUTUAL AID OVERNIGHT PREMIUM PAY**

When an employee is required to remain away from home overnight, due to work requirements, in response to a Mutual Aid request, each employee will receive a premium wage equal to the following. Employee wage per Article 21 plus, an additional \$0.75 per hour.

**ARTICLE 9**  
**REST TIME**

Employees required to work hours between 12 am to one (1) hour before normal start time prior to any scheduled work day will receive rest time (equal to hours worked) paid at regular straight time rate to be taken during his/her next scheduled work day. If the employee cannot take his/her rest time because of work requirements, he/she shall receive two (2) times his/her normal rate of pay for the hours of rest time he/she worked. If an employee works the eight consecutive hours immediately preceding their normal start time, they shall be entitled to eight hours or rest time. Rest time having a duration of three (3) hours or less will be taken at the end of the next scheduled work day unless otherwise determined by the utility.

**ARTICLE 10**  
**MEALS**

**Section 10.1** - When an employee is required to work overtime or is called out such that the he or she is forced to miss a regular meal, the Department will reimburse the employee the reasonable cost of purchasing a meal. If the employee cannot leave his or her work to eat the missed meal, the Department will either bring a meal to the worksite or provide a meal allowance of Seven Dollars (\$7.00) for breakfast and lunch and fifteen (\$15.00) dollars for dinner to the employee, the choice of the option being at the discretion of the Department. Submission for the meal allowance will be done by way of the regular expense reimbursement process. In no event will "reasonable cost" as used herein exceed the meal allowance by more than 20%.

**Section 10.2** - If an employee is called in prior to the start of a scheduled workday, which then runs into the schedule workday, the employee will be eligible for the breakfast and lunch meals provided above.

**Section 10.3** - For the purposes of determining whether a regular meal has been missed under this Article, breakfast will be deemed to occur at 6:00 a.m. to 8:00 a.m., and dinner to occur at 5:00 p.m. to 7:00 p.m., and lunch 12:00 to 1:00 p.m. Between 7:00 pm and 5:00 am. a meal (breakfast or lunch) will be provided after five (5) hours of continuous work.

**ARTICLE 11**  
**HEALTH AND WELFARE BENEFITS**

**SECTION 11.1 – Joint Committee**

There will be a joint committee, composed of representatives from the Department and the Union, to review and assess the benefits of various health insurance plans. The committee will meet as often as necessary.

**SECTION 11.2 – Health Insurance**

**Section 11.2.1 - Guaranteed-Contribution.**

The Department will contribute a minimum dollar amount toward each employee's health care premium on the effective date of membership in the New England Electrical Workers Benefit Fund (NEEWBF). Those rates are as follows:

<u>Type of Plan</u>	<u>Dollar Amount</u>
Each Employee	\$ 8,736.00

**Section 11.2.2 - Contribution Percentages.**

Department and employee contribution percentages are used in calculating the Department and employee contribution. The contribution percentages shall be 90% by the Department and 10% by the employee, of future increase(s) in health insurance premiums above the guaranteed contribution.

**Section 11.2.3 - Department Contribution.**

The Department's contribution to each employee's premium will be the larger of the two (2) following amounts:

- The guaranteed contribution, as defined above; or
- The individual's total premium *multiplied by* the Department's contribution percentage.

If the individual's total premium is less than the guaranteed contribution, the Department will pay the entire insurance premium. In no instance will the Department's contribution exceed the individual's total premium.

#### Section 11.2.4 - Employee Contribution.

Each employee's contribution to his or her health insurance premium will be calculated by the following formula:

The individual's total premium *minus* the Department's contribution.

An employee will never pay more than his or her contribution percentage of the total insurance premium.

#### **Section 11.3 - Extended Health Benefit and Automatic Termination**

An employee on any authorized unpaid leave of absence due to non-work related sickness or disability shall remain covered under the Health Plan for up to seven (7) months (inclusive of FMLA) of any such leave of absence. In such circumstances however, an employee's employment, regardless of any short or long term disability insurance coverage, will be terminated with the exhaustion of accumulated paid leaves and the completion of seven (7) months of any authorized unpaid leave of absence. Notwithstanding, LWL may at its sole discretion, choose to retain an employee for a longer period.

#### **Section 11.4 – Pre Tax Reimbursement Account**

The Littleton Water and Light Department will work with the Town of Littleton to have the town's Section 125 Plan extended to the employees of the department if this is feasible.

#### **Section 11.5 – Dental Plan**

The Department agrees to maintain and establish for its employees Delta Dental Insurance Option V. The Department shall contribute 50 % of the cost of the yearly premium, and the employee shall pay the other half (50%) of the premium. A minimum of 80% of employees have to participate in order for the Department to offer a dental plan. If less than 80% of employees participate, then the Department shall not offer a dental Plan.

**ARTICLE 12**  
**SICK/PERSONAL LEAVE**

Each employee will be entitled to five (5) days of sick leave and four (4) days of personal leave each year. An employee may utilize sick leave for the purpose of providing care to an ill or injured dependent, foster child, or parent residing in the employee's household.

Unused sick leave days may be accrued from year to year, up to a total of twenty-five (25) accrued sick days. Personal days may not be accrued. Employees will not be compensated for unused accrued sick leave at termination.

This Agreement will not cause any employee with sick leave in the grandfathered sick leave bank to forfeit any days accrued. An employee need not use "bank" leave unless he or she has no sick days available under this provision.

**ARTICLE 13**  
**SHORT TERM DISABILITY PLAN**

The Littleton Water and Light Department maintains a short-term disability through the N.H. Municipal Association Health Trust Program for all regular full time employees at no cost to employees. The waiting period for benefit shall be one day for an accident and eight days for an illness. Pregnancy shall be covered as an illness. The maximum benefit period shall be 26 weeks.

**ARTICLE 14**  
**LONG TERM DISABILITY**

The Littleton Water and Light Department shall maintain a long-term disability program for all full time employees at no cost to employees.

**ARTICLE 15**  
**LIFE INSURANCE POLICY**

The Littleton Water and Light Department shall maintain a life insurance policy on each regular, full time employee at no cost to that employee. Coverage shall also include accidental death and dismemberment with dependant coverage as specified in the Certificate Schedule.

**ARTICLE 16**  
**VACATION(S) LEAVE**

Employees are provided an annual paid vacation, the length of which is based on the employee's length of service with the Department. The lengths of vacations are as follows:

<u>Years of Continuous Service</u>	<u>No. of Days</u>
2-4 years as of 12/31 of any year	12
5-9 years as of 12/31 of any year	15
10-19 years as of 12/31 of any year	20
20+ years as of 12/31 of any year	25

An employee will be entitled to an increase in vacation days during the calendar year in which he or she completes the necessary number of years service to be eligible for the next higher vacation category.

An employee with less than one (1) year of service will be entitled to six (6) days of vacation during the first full calendar year of service. An employee hired on or before June 30 of any year will be entitled to six (6) days of vacation during his or her partial year of employment. No employee will be entitled to take any vacation until they have worked for the Department six (6) consecutive months.

An employee who has unused vacation time at the end of the calendar year may carry up to a total of five (5) unused vacation days into the following year. Carry-over vacation days must be used by March 31 of the New Year or they will be lost. If a paid holiday occurs during an employee's vacation, the day will not be counted against the employee's vacation entitlement.

**ARTICLE 17**  
**BENEFITS FOR PART-TIME EMPLOYEES**

An employee of the Department who is a permanent employee but regularly works less than forty hours per week will be entitled to the following benefits:

**Section 17.1 – Health Insurance**

If otherwise eligible to be a member of the Department's health insurance plan, the Department will pay seventy percent (70%) of such an employee's health insurance premium.

**Section 17.2 – Pension**

If otherwise eligible, such an employee may participate in the Department's pension plan.

### **Section 17.3 – Sick/ Personal time and Vacation Leave**

Sick leave, personal leave, and vacation leave will be granted on a pro-rata basis, based on the average number of hours worked per week, plus the number of years service with respect to vacation.

## **ARTICLE 18 DRIVERS/ TRADE LICENSES**

### **Section 18.1 – Drivers Licenses**

Any employee, who is required by the Department to obtain a commercial driver's license ("CDL") as a condition of employment with the Department, will be reimbursed by the Department for the difference in cost between a standard license and the CDL.

### **Section 18.2 – Trade Licenses**

Any employee, required by the Department to maintain a trade license(s) as a condition of employment with the Department, will be reimbursed for the licensing fee(s).

## **ARTICLE 19 TOOLS AND BOOTS**

### **Section 19.1 – Line workers**

All line workers will own their own primary line tools and will furnish their initial set of primary line tools upon hire.

If one of a line workers primary line tools becomes worn, damaged, or otherwise unusable, as a result of normal and reasonable use on Department work, he or she may present it to the Department, which will replace it. If a line worker leaves the employment of the Department, he or she is entitled to keep his or her primary line tools, regardless of whether the tools are originals or replacements.

The Department will replace a line worker's primary line tool if lost or stolen. It will do so only so long as the line worker has not reported as lost or stolen an unreasonable number of tools. A line worker reporting as lost or stolen an unreasonable number of tools will be required to replace his or her own tools. The Department will make payroll deductions available to be budgeted over a period of 8 weeks.

## **Section 19.2 – Other Employees Requiring Tools**

All other employees will be provided with appropriate tools by the Department.

The Department will replace its tools if they become worn, broken, or otherwise damaged as a result of normal and reasonable use on Department work.

The Department will replace its tools that are lost or stolen so long as the employee in possession of the tools does not report an unreasonable number of lost or stolen tools. Any employee reporting an unreasonable number of lost or stolen tools will be required to replace any assigned tools reported as lost or stolen.

The Department may, at its discretion, take periodic inventories of its tools to ensure that none have become worn, broken, damaged, lost or stolen.

## **Section 19.3 – Primary Line Tools**

For the purposes of this article, the term primary line tools means the following tools:

body belt, climbers, hammer, knife, screw driver, pliers (side cutter - water pump), adjustable wrench, bell wrench, wood rule, safety strap, carrying bag.

## **Section 19.4 – Boots**

The Department will provide employees that are required to wear safety boots with an annual safety boot allowance of One Hundred Dollars (\$100) reimbursable with receipt.

**Section 19.4.1** – The Department to provide incumbent office personnel (as of January 2004) with an annual safety boot allowance, reimbursement with receipt, until such time said employee leaves LWL employment or transfers into another position within the Department.

## **ARTICLE 20** **SAFETY**

### **Section 20.1 - Joint Safety Committees**

A joint loss prevention committee (JLPC) will be organized and run in compliance with the New Hampshire Department of Labor's Workers Compensation Joint Management Committee statute, RSA 281A:64 and associated regulations, as amended. The Committee will be composed of five (5) members with one member from each of the following groups: management, water, electric, shop/maintenance, and office. This committee will meet on a quarterly basis with the purpose of complying with New Hampshire's worker's compensation statutes.

In addition, LWL will hold a monthly safety meeting with all union employees. LWL will set the agenda for these meetings which may include safety training and review of safety concerns raised by LWL employees or management.

Finally, LWL will make available to all employees a Safety Issue Form. Because safety issues or concerns should not, in most cases, wait to be raised at meetings, employees are encouraged to fill out this form at any time they have a safety issue or concern, and submit it to LWL management so that it is aware of the issue and can take appropriate action, if necessary, to deal with it.

### **Section 20.2- Inclement Weather**

Except in the case of an emergency, employees shall not be required to perform an outside task when weather conditions make it unsafe to perform such a task.

### **Section 20.3 - Uniforms**

The Department will provide uniforms and uniform cleaning services to its outside crews. All employees provided uniforms and safety apparel will wear them at all times during regular business hours, overtime hours and all call – out hours.

#### **Section 20.3.1- Safety Apparel**

The Department will provide employees that are exposed to the hazards of flames or electric arcs with the proper safety apparel.

Employees will safeguard and be responsible for their uniforms and safety apparel.

**ARTICLE 21  
WAGE**

**Section 21.1 – Schedule of Pay**

Job Position\ Year Effective	2004 On Signing 3.00%	2005 1/1/05 3.00%	2006 1/1/06 3.00%	2007 1/1/07 3.25%
**Chief Lineworker/R.G. 34.5**	\$27.42	\$28.24	\$29.09	\$30.03
**Lead Lineworker/R.G. 34.5 **	\$26.38	\$27.17	\$27.99	\$28.90
**Lead Lineworker w/o R.G. 34.5 **	\$25.59	\$26.36	\$27.15	\$28.03
**Lineworker 1/R.G. 34.5 **	\$25.37	\$26.13	\$26.91	\$27.79
Lineworker 1	\$24.61	\$25.34	\$26.11	\$26.95
Lineworker 2	\$20.30	\$20.91	\$21.54	\$22.24
Lineworker 3	\$18.61	\$19.17	\$19.75	\$20.39
Chief Meterperson	\$19.72	\$20.32	\$20.93	\$21.61
Meterperson I	\$17.14	\$17.65	\$18.18	\$18.77
Meterperson II	\$14.42	\$14.85	\$15.30	\$15.80
Utility Person I	\$19.46	\$20.04	\$20.64	\$21.31
Utility Person II	\$17.85	\$18.39	\$18.94	\$19.55
Chief Waterperson	\$19.72	\$20.32	\$20.93	\$21.61
Waterperson I	\$18.17	\$18.71	\$19.28	\$19.90
Waterperson II	\$15.33	\$15.79	\$16.26	\$16.79
Inventory/Purchasing Coord. 2	\$17.53	\$18.06	\$18.60	\$19.20
Inventory/Purchasing Coord. 1	\$14.09	\$14.51	\$14.95	\$15.43
Customer Service Representative	\$10.36	\$10.67	\$10.99	\$11.35

\*\*Includes additional 0.5 % RG 34.5 kV premium in first year\*\*

\*\*Lead-line worker are pegged at 4.0% above respective line worker\*\*

## **Section 21.2 – Acting Chief Pay**

It is understood and agreed that any time the person occupying any of the positions which have the work "chief" in their title (Chief Lineworker, Chief Waterperson, Chief Meterperson) is absent from LWL for a period of eight or more hours, the appropriate "qualified" person in the position next lower to that position will "act" for the higher "Chief" position and will receive "acting" pay at the pay of the higher rank while so acting. This "acting" policy will not be construed in any way to prevent LWL from choosing to appoint an appropriate bargaining unit member to "acting" status to a position with "chief" in the title (Chief Lineworker, Chief Waterperson, Chief Meterperson) even when the person normally in the "Chief" position is absent from LWL for less than eight hours, in which case "acting" pay will also be paid. In no case will the person "acting" be paid "acting" pay for less than an eight hour period.

## **ARTICLE 22 SENIORITY**

**Section 22.1** – Seniority as used in this agreement for purposes of demotion, furloughing, or lay-offs shall mean length of continuous service in one or more of the job classifications listed in the schedule of wages and represented by IBEW Local 1837. Selection of employees for demotion, furloughing or lay-off resulting in a reduction of forces shall be based on seniority.

## **Section 22.2 – Filling of Vacancies**

- A. LWL will post notices of job openings utility-wide for ten (10) working days. Any employee may submit a bid for the job to the LWL in writing, during the posting period.
- B. LWL will fill the position with the bargaining unit employee it deems to be best qualified for the position. If LWL determines that there are no qualified employees for the position in-house, it may advertise outside for the position as well.
- C. In the event an employee is promoted from one position to another, he/she shall serve a 60-day promotional probationary period. Prior to the end of this 60-day promotional probationary period, the employee shall be evaluated by the LWL to determine whether he/she is performing the job in a satisfactory manner. If the employee is not found to be performing satisfactorily in the new position as determined solely by the LWL, he/she will be placed back in the same classification and pay grade as he/she had obtained prior to promotion.

**ARTICLE 23**  
**UNION SECURITY AND DUES DEDUCTION**

Upon individual written authorization by a Union member covered by this Agreement, and approved by the Union, the Department agrees to deduct from the pay of each such employee, so authorized, the current Union dues or representative fee, as certified to the Department by the Union. Said deductions shall be made each pay period, provided, however, that if any employee has no check coming to him/her, or where the check is not large enough to satisfy the deduction, then, and in that event, no collection will be made from said employee for that pay period.

The Department or its designated agent shall forward the deducted funds to the financial secretary of the Union at least one (1) time per month, by the tenth calendar day of the month, along with a statement indicating who has paid the Union dues and/or representative fee. In no case shall the Department attempt to collect fines or assessments for the Union beyond the regular Union dues or representative fee. Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, and hold the Department and its commissioners harmless, in any dispute.

It is recognized that the negotiations for, and administration of, the Agreement entails expenses, which are appropriately shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, then such employee will, as a condition of employment by the Department, execute an authorization for the deduction of a representative fee, which shall be a sum equivalent to the Union dues or representative fee required to be paid by members of the Union.

**ARTICLE 24**  
**PRINTING OF CONTRACT**

The Department will print, bind, cover and furnish a contract to each member, with twelve (12) extra copies (not bound) and a copy on compact disc (CD) to be furnished to the local Union office.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. The Department and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or

matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. The execution of this Agreement, except as provided for in the grievance procedure, concludes collective bargaining between the Department and the Union for its term.

## **ARTICLE 26 SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee, group of employees or parties to this Agreement, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 27 RETIREMENT BENEFITS**

### **Section 27.1 – Retirement Plan**

Participation of full time employees in the New Hampshire Retirement System Group I is mandatory.

### **Section 27.2 - Retirement Monetary Award**

For each five-year period of service, a retiree will be awarded the equivalent of one week's gross pay. Any remaining increment, less than five years, will be paid proportionately. The lump sum will be awarded at the end of the last official day of employment prior to retirement.

### **Section 27.3 – 457 Deferred Compensation Program**

LWL will make available to all employees information it has with respect to the 457 Deferred Compensation Program. Employees may request such information at any time. LWL will also endeavor to have the plan administrator in at least once per year to answer employee's questions and exchange information about the plan.

**ARTICLE 28**  
**HOLIDAYS**

**Section 28.1** - The Littleton Water and Light Department provides eleven (11) paid holidays each year. The Department is officially closed on these days:

January 1	New Years Day
January	Martin Luther King Day
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day
November	Thanksgiving Day
November	Day after Thanksgiving
December 25 <sup>th</sup>	Christmas Day

If these holidays fall on Saturday, the proceeding Friday will be a holiday. If they fall on Sunday, the following Monday will be a holiday.

**Section 28.2 – Christmas Eve**

When Christmas Eve occurs on a Monday thru Friday bargaining unit employees will be dismissed at noon.

**ARTICLE 29**  
**BEREAVEMENT LEAVE**

The Department will pay a maximum of three days off in the event of death of the following immediate family members: Spouse, Child/ Step Child, Parent/Step Parent, Brother, Sister, Parent-In-Law.

Up to one day off with pay will be granted in the event of the death of the following family members: Aunts, Uncles, Grandparents, Grandchild.  
Leave for attendance at the funeral of persons with some especially close relationship may be granted without pay.

**ARTICLE 30**  
**DEFINITION OF EMPLOYEE**

**TEMPORARY AND REGULAR EMPLOYEES**

For the purpose of this Agreement, the term "regular employee" shall include any employee who has been employed by the Department continuously for a period of six (6) months in one or more of the classifications referred to in the Wage

Wage Schedule, and the term "temporary employee" shall include any employee who has not been employed by the Department continuously for a period of six (6) months in one or more of such classifications.

Under circumstances where the Department needs additional employees for work of a temporary character, upon notice to the Union and mutual agreement, the Department may continue an employee as temporary for a period not exceeding one (1) year.

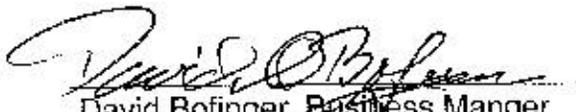
**ARTICLE 31**  
**DURATION**

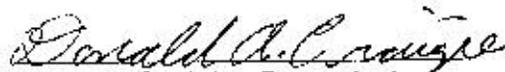
This Agreement, when signed by the Department and Local Union 1837 or their authorized representatives and approved by the International Office of the Union, will take effect and shall be in effect through December 31, 2007. No provision in this contract shall be given retroactive affect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this contract or to enter negotiations for a new contract upon the expiration hereof shall give notice thereof at least 120 days prior to the Department's budget submission date, which is the second Monday in December of each year, in the year of the Agreement's expiration.

IN WITNESS HEREOF, the parties hereto have caused their signatures to be affixed, on the dates indicated, by their duly authorized officials or representatives.

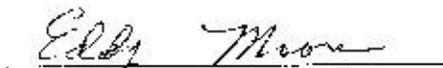
IBEW, LOCAL 1837

LITTLETON WATER AND  
LIGHT DEPARTMENT

  
David Bofinger, Business Manger

  
Donald Craigie, Commissioner

  
Thomas Ryan, Assist. Bus. Manager

  
Eddy Moore, Commissioner.

  
Perry Goodell, Commissioner

Signature Date: February 23, 2004