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APPENDIX A

Classification	2021 - 2024			
	10/01/20-09/30/21	10/01/21-09/30/22	10/01/22-09/30/23	10/01/23 - 09/30/24
	2.0%	2.0%	2.0%	3.0%
Purchasing Contracts Coordinator	29.42	30.01	30.61	31.53
Warehouse Garage Specialist	24.38	24.87	25.36	26.13
*Driver Stockperson I (12+ months)	26.67	27.20	27.75	28.58
Driver Stockperson II (0-12 months)	24.17	24.65	25.15	25.90

**Driver Stockperson wage will take effect upon approval by both Management and Union of the proposed Driver Stockperson Training Program, and will be retroactive to union ratification of the contract and the NHEC Board of Directors approval of contract. Program to be presented to Management and Union for approval no later than August 1, 2018.*

Driver Stockperson III (0-24 months) - eliminated

**EFFECTIVE MAY 1, 2018 TO SEPTEMBER 30, 2021
EXTENSION TO SEPTEMBER 30, 2024**

**Memorandum of Agreement
Between
New Hampshire Electric Cooperative
And
Local Union No. 1837 International Brotherhood of Electric Workers
Warehouse Contract
effective May 1, 2018 to September 30, 2021
Extension to September 30, 2024**

The terms and conditions of the current agreement shall be extended without change until September 30, 2024. Exceptions to the above are noted within this memorandum.

Section 17.1 – Defined Benefit Plan

Group BC - All employees, with the exception of employees in Group "A", will be enrolled in an age 60 Defined Benefit Plan on January 1, 2021, with a pension multiplier of 1.7%, will have 100% Death benefit.

Additional language added, "It is agreed between the company and the union that should, in the future, the company change the current pension plan for non-union employees the union agrees to meet with the company and bargain in good faith about any potential changes to the union pension plan. It is understood that the union plan will not change absent agreement by both parties."

Section 17.2 - 401K Savings Plan

The Cooperative agrees to make available and to continue in force its 401K Savings Plan Account for each regular employee with the guidelines described by said plan. Effective January 1, 2023, the Cooperative will match the employee contribution up to 4.5%. Contributions will be made on base salary only. If employee chooses not to contribute, the Cooperative's contribution would cease.

Wage Scale and Market Adjustment

See Appendix A

APPROVAL SIGNATURES

This agreement when signed by the Cooperative and the Local Union or their authorized representatives and approved by the International Office of the Union will take effect upon Union Ratification and shall remain in effect until September 30, 2024 and from year to year thereafter providing, however, that this agreement shall terminate on October 1, 2024, or any October 1, thereafter if either party, prior to sixty days before October 1, 2024 or any October 1, thereafter serves notice of termination.

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

For the
New Hampshire Electric Cooperative, Inc.

For the
Local Union No. 1837
International Brotherhood of Electrical Workers

By: 
Andrew J. Merrill Date
Operations Manager

By: 
Anthony Sapiano Date
Business Manager, IBEW

APPROVED BY:

International President
International Brotherhood of Electrical Workers

Rec'd 11

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

ARTICLE 1 – UNION RECOGNITION

SECTION 1.1 – PURPOSE OF AGREEMENT

Whereas, both the Cooperative and the Union desire to maintain, with respect to the employees covered by Section 1.2, an effective collective bargaining relationship between them to provide means for the amicable settlement of all grievances and disputes, to fix the wage scale of said employees, to provide reasonable and fair working hours and conditions for said employees, to enable the Cooperative to continue to furnish efficient and high grade service to the public and to conserve and promote the interests of both the members of the Union and the Cooperative.

SECTION 1.2 - RECOGNITION AND DEFINITION OF EMPLOYEES

The Cooperative recognizes the Union as the exclusive representative of all full time and regular part time warehouse employees including Stockpersons/drivers, Contracts Coordinators, and Warehouse/Garage Specialists employed by the Employer at its Plymouth, New Hampshire facility, but excluding all other employees, guards and supervisors as defined by the Act.

SECTION 1.3 - DEFINITION OF PROBATIONARY EMPLOYEES

An employee who has never accrued seniority under the Agreement or predecessor agreement between the Cooperative and the Union, or an employee re-hired after termination of seniority shall be in "probationary" status until completion of nine (9) months of employment. This section shall not apply to warehouse employees who were employed on March 15, 2010. The discipline or discharge of an employee, with or without cause, who is in probationary status, shall not be a violation of the Agreement.

SECTION 1.4 - DEFINITION OF TEMPORARY EMPLOYEES

Temporary personnel are persons hired by the Cooperative to work for a period not to exceed one hundred eighty (180) calendar days from the commencement of their employment. This includes summer, seasonal temporary employees, students assigned for training purposes and people hired to replace an employee out on leave, vacation or suspension. Such temporary employment may be extended for legitimate operational reasons by mutual agreement, and the Union will not unreasonably withhold such agreement. Such temporary employees shall be covered by the Agreement and shall receive paid holidays. They shall also accrue vacation benefits during any agreed extension beyond 180 days, but will not accrue seniority, have bidding rights or receive any other fringe benefits under this Agreement and shall have no



recourse to the grievance and arbitration provisions of Article 8 & 9 regarding termination of employment.

ARTICLE 2 – MANAGEMENT RIGHTS

SECTION 2.1 – RETENTION OF MANAGERIAL PREROGATIVES

The Union agrees, for itself and the employees, not to hinder or interfere with the management and operation of the Cooperative in its several departments, including, but not limited to, the assignment of work, the direction of the work forces, the right to hire, suspend or discharge for proper cause, and to furlough employees because of lack of work or for other good and sufficient cause; but in the exercise of these responsibilities in management the Cooperative agrees that it will not discriminate against any member of the Union and will act in accordance with the provisions of this agreement. This Article is intended to set forth certain rights and principles without intending to alter or amend existing rights and prerogatives of the Cooperative or the Union.

ARTICLE 3 – NO STRIKE OR LOCKOUT

SECTION 3.1 – NO STRIKES

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

This section shall not be interpreted to require warehouse employees to cross an authorized or sanctioned IBEW Local 1837 picket line at NHEC.

SECTION 3.2 – DISCIPLINE FOR VIOLATION OF SECTION 3.1 ANALYSIS

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

SECTION 3.3 – NO LOCKOUTS

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

ARTICLE 4 – EMPLOYMENT SECURITY

SECTION 4.1 – EMPLOYMENT SECURITY

In general, New Hampshire Electric Cooperative recognizes the critical importance of employment stability to the well being of its employees, their attitudes towards and their efforts on behalf of the company. The Cooperative also acknowledges that the cooperation and contribution of its employees are crucially important to its ability to compete in a developing unregulated market environment. Moreover, the Cooperative

APPROVAL SIGNATURES

This agreement when signed by the Cooperative and the Local Union or their authorized representatives and approved by the International Office of the Union takes effect May 21st, 2018 and shall remain in effect until September 30, 2021.

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

For the
New Hampshire Electric Cooperative, Inc

For the
Local Union No. 1837
International Brotherhood of Electrical Workers

By:  7/19/2018
John T. Jelic Date:
Vice President of Operations Engineering

By:  6/29/18
Anthony Depina Date:
Assistant Business Manager

 7/2/2018
Robert Rogers Date:
Business Manager & International Executive, IBEW

APPROVED BY:

International President
International Brotherhood of Electrical Workers



MEMORANDUM OF AGREEMENT

Amendments

This agreement may be amended in writing by mutual agreement provided advance notice is given in writing of a desire to do so by either party to the other at least 60 days prior to October 1, 2013 or October 1, of any year thereafter.

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

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

or

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

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

recognizes its basic responsibility, both to its employees and the communities in which it operates, to provide stable and secure employment to the fullest extent possible.

SECTION 4.2 – LAYOFF

If and when management determines it is necessary to lay off employees, layoffs shall be discussed with the union prior to implementation and employee's hired before January 1, 2000 will not be laid off.

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

ARTICLE 5 – SUBCONTRACTING

SECTION 5.1 – SUBCONTRACTING

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

ARTICLE 6 – UNION SECURITY

SECTION 6.1 – UNION SHOP

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

ARTICLE 7 - CHECKOFF

SECTION 7.1 - PAYROLL DEDUCTION FOR UNION DUES

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

ARTICLE 8 – GRIEVANCE PROCEDURE

SECTION 8.1 – DEFINITION OF GRIEVANCE

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

SECTION 8.2 – GRIEVANCE PROCEDURE

(a) Step 1 - Notice to Immediate Supervisor

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

Grievances will not be amended to include new allegations or alleged violations after the fifteen (15) working day time limit has passed. Instead, the company recognizes the Union's right to file another grievance.

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

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

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

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

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

APPENDIX I

Classification	2018 - 2021			
	06/17/18 - 09/30/18	10/01/18 - 09/30/19	10/01/19 - 09/30/20	10/01/20 - 09/30/21
		1.5%	1.5%	2.0%
Purchasing Contracts Coordinator	28.00	28.42	28.85	29.42
Warehouse Garage Specialist	23.20	23.55	23.80	24.38
*Driver Stockperson I (12+ months)	25.38	25.78	26.15	26.67
Driver Stockperson II (0-12 months)	23.00	23.35	23.70	24.17

**Driver Stockperson wage will take effect upon approval by both Management and Union of the proposed Driver Stockperson Training Program, and will be retroactive to union ratification of the contract and the NHEC Board of Directors approval of contract. Program to be presented to Management and Union for approval no later than August 1, 2018.*

Driver Stockperson III (0-24 months) - eliminated

ARTICLE 19 - UNION NOTICES

SECTION 19.1 - UNION NOTICES

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

ARTICLE 20 - OTHER

SECTION 20.1 – EFFECT OF AGREEMENT

In the event state or federal legislation is enacted that would mandate a charge that conflicts with this agreement or any benefit program herein, the state or federal legislation will supersede this Agreement. In the event of any conflict between past practice and specific provisions in this Agreement, the provisions of this Agreement will govern.

SECTION 8.3 – WRITTEN PRESENTATION

All written grievances presented in the procedure set forth in Section 8.2 of this Agreement shall set forth: any known facts at that time giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved parties; and the remedy sought. It is not the intent of either party that a written grievance be disallowed due to minor deficiencies. All grievances shall be signed and dated by the aggrieved employee and/or their shop steward. All written responses shall be signed and dated by the appropriate Cooperative Representative. The time required for the grievance to be returned by either party to correct minor deficiencies shall not count towards time limits set forth in Article 8.

SECTION 8.4 – TIME LIMITATIONS

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

SECTION 8.5 – RECOGNITION OF UNION STEWARDS

The Warehouse will be represented by a Steward designated by the Union. The parties agree it is in their best interests whenever possible and feasible that the Steward be a member of the Warehouse Bargaining Unit. However, NHEC recognizes the Union's right to designate a Warehouse Steward who is a NHEC employee on the Plymouth campus. The Cooperative will also recognize one (1) Chief Steward for all employees within the Cooperative. The Union shall notify the Cooperative in writing of the employee's appointment as a shop steward and any change thereto.

SECTION 8.6 – MANAGEMENT AND UNION MEETINGS

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

SECTION 8.7 – SUSPENSIONS AND DISCHARGES

Upon written request of the employee and the Union, made within five (5) work days from the date upon which a regular employee has been suspended or discharged, the Cooperative shall meet with the employee and the Union representative to discuss the suspension or discharge. This meeting shall be considered Step three (3) of the Grievance Procedure set forth in Article 8 of this Agreement.

ARTICLE 9 – ARBITRATION

SECTION 9.1 – APPEAL PROCEDURE

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

SECTION 9.2 – SELECTION OF ARBITRATOR

The Union and the Cooperative will endeavor to agree on an arbitrator and if agreement is reached, a direct appointment shall be made. If no agreement is reached on an arbitrator within thirty (30) calendar days of the demand for arbitration a single arbitrator will be appointed in conformance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusively binding upon the parties.

SECTION 9.3 - ARBITRATOR'S JURISDICTION

There shall be no obligation to arbitrate a renewal of this Agreement or a change in, or supplement to, this Agreement.

SECTION 9.4 - FEES AND EXPENSES OF ARBITRATOR

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

ARTICLE 10 - SENIORITY

SECTION 10.1 - DEFINITION

Seniority will reflect the amount of continuous time in a union position under this Agreement; commencing on the effective date of this Agreement.

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

SECTION 10.2 - LAYOFF

ARTICLE 18 – SAFETY AND HEALTH

SECTION 18.1 – SAFETY

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

The Cooperative and the Union agree the Warehouse will have representation appointed by the Union, in the Joint Safety Committee which shall meet at least quarterly or at other reasonable intervals of time at the request of any two members of the Committee.

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

Employees will be required to perform their regularly assigned work during inclement weather conditions. The supervisor or their designee shall determine if weather conditions are suitable for safe outside work. In the field the employee shall determine whether or not to continue working if unsafe conditions are occurring.

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

The Cooperative will furnish rainwear; at least one set per person and Protective Footwear as outlined in NHEC Procedure #475 to the members covered under this Collective Bargaining Unit.

The Cooperative retains the right to require an employee to submit to a reasonable medical examination at company expense by a physician designated by the Cooperative; if the Cooperative has a reasonable belief that the employee's physical or mental condition is placing the employee or others in jeopardy.

SECTION 18.2 - COOPERATIVE VEHICLES AND DRIVERS LICENSES

Employees shall be required to maintain the appropriate commercial licenses for his/her job. Employees who are called upon or volunteer to obtain a Commercial License to drive vehicles of the Cooperative shall be reimbursed all costs of the necessary licenses by the Cooperative.

GPS units will be installed at NHEC's discretion in vehicles in order to increase workflow productivity and safety. NHEC may utilize information which is collected by a GPS system in the normal course of operations in a disciplinary investigation of an employee. It is further agreed that the GPS system will not be utilized for monitoring of employees for disciplinary purposes unless a particular employee is suspected of specific misconduct.

SECTION 16.4 - DISABILITY INSURANCE

At the date of hire the Cooperative will provide all employees with Long Term Disability Insurance with NRECA.

SECTION 16.5 - SCOPE OF COOPERATIVE RESPONSIBILITY

The Cooperative's responsibility under Article 16 is limited to the payment of the premiums. It has no liability for the failure or refusal of the Insurer to honor an employee's claim or to pay benefits and no such action on the part of the Insurer shall be attributable to the Cooperative or constitute a breach of this Agreement by the Cooperative. Under no circumstances shall the Cooperative be responsible for paying any benefits under this Article 16.

SECTION 16.6 - CHANGING BENEFIT CARRIERS

The Union agrees to participate with the Cooperative in a Joint Cost Containment and Benefit Study Committee. The Committee will examine and recommend ways to contain the costs of benefit programs without impairing the quality of benefits provided.

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

ARTICLE 17- RETIREMENT

SECTION 17.1 – DEFINED BENEFIT PLAN

All NHEC Warehouse employees will be enrolled in an Age 62 Defined Benefit Plan on January 1, 2019 with a pension multiplier of 1.3% and will have a 100% Death Benefit.

SECTION 17.2 – 401K SAVINGS PLAN

The Cooperative agrees to make available and to continue in force its 401k Savings Plan for each regular employee within the guidelines described by said Plan. Effective July 1, 2018 the Cooperative will match the employee contribution up to 3%.

Contributions will be made on base salary only. If employee chooses not to contribute, the Cooperative's contribution would cease.

Beginning July 1, 2018, the Cooperative will provide a Roth option through the 401k Savings Plan.

Selection of employees for layoffs because of reduction in working forces shall be based upon Union-Cooperative seniority under this Agreement when qualified as set forth in Section 10.1 of this Agreement.

SECTION 10.3 - RECALL

Employees laid off due to lack of work shall be placed on a preferential list for re-employment on the basis of Union-Cooperative seniority as described in Section 10.1 of this Agreement, and shall be offered employment at the job then open provided they are willing to accept the rate of pay applicable to the job title. NHEC will determine if the laid off employee is qualified for the open position. It is agreed that such determination may be subject to the Grievance and Arbitration provision.

SECTION 10.4 - FILLING OF VACANCIES

(a) Posting and Bidding

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

(b) Selection

From among employees seeking to qualify for a posted job, who submit bids for the job, the Cooperative will award the job to the senior qualified employee from the Warehouse Unit as determined by the company. If no warehouse employees who submit bids for the job are qualified, the Cooperative will award the job to the senior qualified employee from other IBEW Local 1837 units at NHEC. If no employees who submit bids for the job are qualified, the Cooperative may fill the job from any source.

(c) Awarding and Acceptance

An employee awarded/offered a position will have two business days (48 hours) to accept the position or it will be presumed the employee has declined the position.

(d) Disqualification of Bidder

An employee who is unable to perform the job to which he or she is bid to the satisfaction of the Cooperative within six (6) months after being awarded the job shall be returned to the job title he or she held at the time of submitting the bid and any other employee that may have filled a vacancy which had been created as a result of the employee being returned to his/her original job may also be similarly returned to their original job, if it still exists, at the pay rate then in effect for such job title at the time he or she is transferred back into it.

SECTION 10.5 - TERMINATION OF SENIORITY

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

SECTION 10.6 – RETROGRESSION PAY PLAN

When an employee with fifteen (15) or more years of service with the Cooperative cannot thereafter perform his/her regular duties due to some physical condition or impairment, but is capable of performing duties of another classification, in any IBEW Local 1837 bargaining unit at NHEC, the Cooperative shall endeavor to assign him/her to a work function which he/she is capable of performing provided there is a position available.

The following Compensation Plan shall apply.

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

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

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

- (1) An employee with fifteen (15) or more, but less than twenty-five (25) full years of continuous service with the Cooperative at the time of retrogression shall receive a rate of pay equal to the rate of the new job classification, plus twenty-five percent (25%) of the difference between the rate of pay of the new job classification and the rate of pay of the job classification from which he or she is being retrogressed from.
- (2) A regular employee with twenty-five (25) or more years of service with the Cooperative at the time of retrogression shall receive a rate equal to the rate of pay of the new job classification, plus one half (1/2) the difference between the rate of pay of the new job classification and the rate of pay from which he or she is being retrogressed from.

(c) An employee who has thirty (30) plus years of service and has drawn their retirement is not eligible under Section 10.6 Retrogression Pay Plan and any employee reaching his/her 30 years and drawing retirement may not continue under the Retrogression Pay Plan.

The employee's new rate of pay determined at the time of retrogression shall remain frozen until such time as through regular rate increases

SECTION 15.5 - MILITARY LEAVE

A military leave of absence or service in the National Disaster System will be granted to employees consistent with the requirements of the Federal and/or state law including the federal Uniformed Services Employment and Reemployment Rights of 1994 (USERRA).

**The Cooperative will follow its Military Leave Procedure HR # 757.00 dated June 10, 2009 which is incorporated herein by reference.*

ARTICLE 16 – HEALTH AND WELFARE BENEFITS

SECTION 16.1 - HEALTH INSURANCE

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

Each year the Joint Cost Containment and Benefit Study Committee will review the health plan. The current employee cost is 15% of the premium. An increase of more than \$.50/hr annually would necessitate a meeting of the Benefits Committee or having to change providers.

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

The Cooperative will pay the following percentages of Individual Health Care premium rate for employees who retire before the age of 65 or before reaching Medicare retirement age, whichever is older:

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

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

SECTION 16.2 - DENTAL INSURANCE

The Cooperative agrees to provide dental insurance upon mutual agreement and recommendation by the Joint Cost Containment and Benefit Study Committee.

SECTION 16.3 - LIFE INSURANCE

The Cooperative agrees to maintain Group Life Insurance in an amount equal to two (2) times base pay. Insurance shall be based on NRECA standard policy practices.

Premiums for retiree life insurance will be the responsibility of the employee for employees who retire after January 1, 2011.

payments and cannot be claimed as terminal pay or for any other purpose. Sick leave shall not be used in conjunction with an occupational illness or accident.

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

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

SECTION 15.2 - JURY DUTY – SUBPOENAED WITNESS

When called for Jury Duty or as a subpoenaed witness in court the Cooperative will reimburse for any difference that may exist between jury pay or subpoenaed witness pay and the normal wages paid the employee by the Cooperative.

SECTION 15.3 - UNION BUSINESS LEAVE OF ABSENCE

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

SECTION 15.4 - LEAVES OF ABSENCE

The Cooperative will follow the Family Medical Leave Act and Service Member Family Leave (FMLA) and employees are governed by the Cooperative's FMLA Procedure which has been provided to employees.

An employee after one year's continuous service may be granted a leave of absence without pay after reasonable notice to the Cooperative, provided that, in the judgment of the Management, the conditions of work at the time are such that a leave of absence is feasible. During such leaves of absence seniority shall accumulate. If an employee overstays such a leave or seeks employment elsewhere at the termination of such leave, his employment with the Cooperative shall be deemed to have terminated as of the date of beginning his leave. An employee returning on or before the termination of his leave shall return to the same position if it is still available at the rate of pay then in effect; provided further, that if the position has been eliminated, the employee shall have the same bumping rights as if not on leave of absence pursuant to Article 4.2 of this Agreement. A leave of absence shall not be granted for more than 365 consecutive days.

his/her new job classification scale exceeds his or her new pay rate. At that time the employee shall follow the scale for their new classification.

ARTICLE 11 – WAGES

SECTION 11.1 – STRAIGHT TIME RATE

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

SECTION 11.2 – OVERTIME RATE OF PAY

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

Hours worked on Sunday and between the hours of 12:00 midnight to 7:00 am of other days shall be paid for at double (2) times his/her straight time rate of pay. Scheduled vacation, holiday, personal and sick leave days shall be considered in calculating the (40) hour work week. Employees working a holiday shall receive eight (8) hours straight time for the holiday, in addition, all hours worked during the normal scheduled work day will be paid at time and a half (1 ½). All hours outside the scheduled work day shall be paid at double time and a half (2 ½).

SECTION 11.3 – CALL OUT

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

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

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

SECTION 11.4 – SIXTEEN HOUR PROVISION/CO-OP STORM RATE

When an employee is required to work beyond sixteen (16) consecutive hours, they will be paid at double their straight time rate for those hours worked beyond sixteen (16) including normal scheduled hours worked. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this section.

A. Trouble Event - When an employee is required to work sixteen (16) or more consecutive hours, he/she will be allowed a period of eight (8) hours off [rest time] before returning to work unless an emergency arises which makes it necessary for the Cooperative to call him/her back to work before the expiration of the eight (8) hour period. Any part of the eight (8) hour [rest time] period which extends into the employee's normal work schedule will be paid for at normal straight time rates.

The employee will not be paid for rest time taken during the one-half (1/2) hour unpaid lunch period. If an employee normally works an eight (8) hour shift on regular work days, and the employee begins rest time at his/her normal start time, the employee will be paid eight (8) hours rest time pay and not be required to return for one-half (1/2) hour at the end of the day. If employee does return at 3:00 p.m. the period from 3:00 to 3:30 p.m. will be paid at straight time. If the situation arises where an employee is working a ten (10) hour day and their rest time is scheduled to end at the last one-half (1/2) hour of the workday, the employee will be paid eight (8) hours rest time pay and will not be required to return for the one-half (1/2) hour. If employee does return for the one-half (1/2) hour, time will be paid at straight time rate. *As per settlement agreement between NH Electric Cooperative and IBEW Local 1837 dated 12/13/13.*

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

B. Storm Event - In the assessment that the Trouble Event will take more time to complete, a 16/8 Storm Event will apply. An eight (8) hour rest is required before working an additional sixteen (16) hours at one and one half (1 ½) times the rate. This rotation will continue until the storm event is over. When the event is over an eight (8) hour rest is required. During a trouble/storm event the Warehouse Supervisor will use his/her best efforts to equalize trouble overtime opportunities between the Driver/Stockpersons assigned to the Warehouse.

Disability of an Employee (work related) – An employee disabled on the job who is determined to be eligible for Worker's Compensation Coverage shall upon return to active employment be entitled to the vacation accrual the employee would have received if active employment had continued; given that such retroactive accrual shall not exceed the maximum allowable vacation carryover balance.

All Other Terminations – Except for employees terminated for cause, any accrued vacation time will be paid upon termination of employment.

SECTION 14.4 - RATE OF PAY

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

SECTION 14.5 – UNPAID LEAVE

Employees may request to use up to 4 days (32 hours) of unpaid leave on a voluntary basis scheduled per the current practice to be used in one (1) hour increments.

ARTICLE 15 – LEAVES OF ABSENCE

SECTION 15.1 - SICK LEAVE

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

Employees who receive Worker's Compensation will not be penalized on their annual Success Sharing payout, subject to the rules of the Plan.

At the end of each benefit year, each employee who has not exhausted their available benefit year days of sick leave which he or she was entitled to receive at full pay, shall have credited to a special sick leave reserve 100% of the unused portion which shall not lapse in future years. Such reserve sick leave shall not exceed 48 days total and shall be available for use by the employee when he or she shall have exhausted the twelve (12) days sick leave of that benefit year for the appropriate amount during phase in period. The reserve shall be available only for non-occupational disability

ARTICLE 14 - VACATIONS

SECTION 14.1 - VACATION ACCRUAL

Vacation time accrual begins on date of hire, provided, however, employees may not take any vacation time until after successful completion of the probationary period. Vacation time does not accrue during periods when the employee is not receiving a paycheck from NHEC.

Vacation time is accrued according to the following schedule:

Years of Service	Annual Accrual	Weekly Accrual
Date of hire to 1 year	80 hours	1.54
1 to 5 years	96	1.85
5 to 10 years	128 hours	2.46
10 to 18 years	168 hours	3.23
18 years or more	208 hours	4.00

SECTION 14.2 - VACATION SCHEDULING

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

Vacations applied for after April 1, shall risk denial due to conflict with other individuals who had their application in on time. Scheduling after April 1, shall be on a first come first serve basis. The immediate nonunion supervisor will approve or deny such requests in writing not later than May 1, of that calendar year. In the case of conflicting preferences, Warehouse Bargaining Unit seniority shall prevail. The Cooperative shall determine the number of employees off at any one time.

SECTION 14.3 - ACCUMULATION AND USE OF VACATION

At December 31st of each calendar year employees can only carry one times the allowed amount of vacation accrued during the year, i.e. if your allotment is 96 hours per year, then on December 31st of each year under that allotment your balance can be no more than 96 hours. Vacation time over the allotted amount will be forfeited. When previously scheduled vacation time is lost due to emergencies at the end of the year the vacation time (lost due to said emergencies) shall be carried over.

Retirement or Death of an Employee – Any accrued vacation time will be paid upon termination of employment.

Disability of an Employee (not work related) - An employee becoming disabled shall, upon returning to active employment be entitled to resume vacation accrual on the day the employee returns to work.

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

SECTION 11.5 – TRANSPORTATION & EXPENSE ALLOWANCE

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

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

SECTION 11.6 – WAGE & SALARY INCREASES

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

SECTION 11.7 – MEALS

Any IBEW Local Union 1837 employee who is called into work and works all or part of the meal hour will be entitled to reimbursement of that meal at the appropriate rate. When an employee is required to work overtime or is called out and when such overtime forces him/her to miss his/her regular-meal hour, the Cooperative will provide a meal allowance of \$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner with a minimum of 1 hour worked unless the Cooperative provides a meal. One meal will be allowed between the hours of 7:00 p.m. and 5:00 a.m. provided there are at least 4 hours worked, with a maximum allowance of \$50.00 in a 24 hour period. Employees shall receive the meal allowance even if the meal is taken after work hours. Wages shall not be paid for time taken to stop and eat.

In extreme storm conditions or emergency situations, Section 11.7 Meals, shall not apply and time taken to stop and eat shall be included in the calculation of wages. Only one dinner shall be paid within a 24 hour workday.

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

Breakfast	5:00 to 7:00 or 6:00 to 8:00 (a.m.)	\$ 10.00
Lunch	11:00 a.m. to 1:00 p.m.	\$ 10.00
Dinner	5:00 p.m. to 7:00 p.m.	\$ 20.00

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

While it is understood that an employee will provide his/her lunch during the normal schedule, should an employee be called out prior to their normal starting time and is unable to prepare his/her lunch the employee is eligible for a \$10.00 lunch allowance.

ARTICLE 12 – HOURS OF WORK

SECTION 12.1 – PURPOSE OF ARTICLE

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

SECTION 12.2 – REGULAR WORK WEEK

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

SECTION 12.3 – WORKDAY

Regular Workday - A regular workday shall consist of eight (8) consecutive hours of actual work in a workday between the hours of 7:00 a.m. to 3:30 p.m., or 8:00 a.m. to 4:30 p.m., exclusive of unpaid meal periods. The working hours for each employee shall be assigned upon ratification of the contract. The employer may, following reasonable notice (a minimum of 48 hours), shift the regular working hours of an employee between the 7:00 am to 3:30 pm and 8:00 am to 4:30 pm hours in order to meet legitimate operational needs., A 30 minute unpaid lunch shall be taken between the hours of 11:30 to 1:00 pm.

The supervisor will determine the work, lunch and break schedules needed and such schedules will be assigned by the supervisor in accordance with this article.

SECTION 12.4 – REST & MEAL PERIODS

There shall be a half (1/2) hour unpaid meal period to be taken during a regularly scheduled work day as provided in Section 12.3 with one (1), fifteen (15) minute paid rest period in the morning. Normally rest and meal periods will not run concurrently and will be taken separately.

SECTION 12.5 – ALTERNATE SCHEDULES

The Warehouse Supervisor can establish alternate schedules on a volunteer basis between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday with an unpaid one half (1/2) hour lunch. Preference shall be determined by seniority.

SECTION 12.6 – SUPERVISORS WORKING

Supervisors will not customarily perform the same work which is performed by the bargaining unit employees; provided, however, that supervisors may perform such work for the purpose of instruction and training; when qualified employees subject to this Agreement are not promptly available at the respective location covered by this Agreement; and in case of emergency.

SECTION 12.7 – OVERTIME

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

This article is not intended to limit qualified employees from obtaining incidental materials from the Warehouse provided it takes no longer than twenty (20) minutes.

ARTICLE 13 – HOLIDAYS/PERSONAL TIME

SECTION 13.1 - HOLIDAYS CELEBRATED

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

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

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

SECTIONS 13.2 – PERSONAL TIME

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