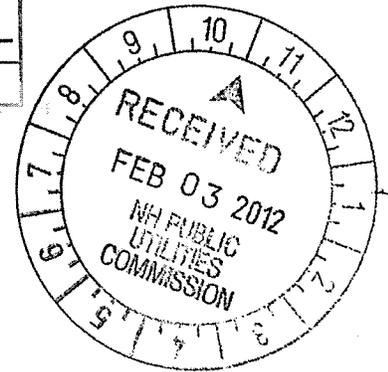


ORIGINAL	
N.H.P.U.C. Case No.	DG 11-196
Exhibit No.	#9
Witness	
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DIRECT TESTIMONY

OF

DAVID EMERTON
UNITED STEELWORKERS, LOCAL 12012-6

DOCKET NUMBER DG 11-196

UNTIL MERGER

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1. Introduction and Qualifications

Q. Please state your full name, business address and title.

A. David P. Emerton
Unit Chairperson
United Steelworkers, Local 12012-6
446 Franklin Pierce Hwy
Barrington, NH 03825

Q. Please describe your educational background and professional experience.

A. I have worked in the gas industry for 21 years. I was employed by Northern Utilities, Inc. as a Service Technician until October 25, 2011.

I have Maine and New Hampshire certifications for Gas service work.

2. Purpose of Testimony

Q. What is the purpose of your testimony?

A. I speak on behalf of the union members of Local 12012-6. Some members actually perform the emergency response functions that we are talking about. I urge the Commission to maintain its emergency response standards as set out in the Unitil acquisition.

Q. Did you voice your concerns about the ability of Unitil to meet the established standards in the prior case?

A. Yes, my prior testimony was as follows:

“Unitil’s operational plans are not clearly defined. The Salem, Plaistow, Atkinson areas are geographically distant from the main base of operations in Portsmouth. With a 50 minute travel time, the current levels of response times, safety and service can not be maintained. Unitil has stated its intentions to more thoroughly evaluate work loads and emergency response requirements. However, they do not currently have detailed operational plans to address these critical issues. It is unknown as to what information Nisource can or has provided to assist in this process.”

Q. What was your rationale for the Union’s position?

A. The safety of the workers and general public require prompt response times and quality personnel. Unitil wanted to assume a greater responsibility without the resources to do so. The lack of manpower left open the probability that Unitil would need additional labor to meet its obligations.

3. Post acquisition changes

Q What staffing changes were made since the acquisition which would impact emergency response concerns?

A The Company filled one Service Technician position which was caused by the retirement of the previous one in June of 2009. The Company added one new Service Technician position. The Company added a Distribution Operator which does not perform the emergency response function. The single “new” Service Technician is the only one that had a positive impact on emergency response.

4 Options Without Renegotiating the CBA

Q What are the available options available to improve response times without modifying the existing Collective Bargaining Agreement (CBA)?

A The creation of six new Service Technician positions would increase the overall staffing. This would provide a larger pool from which to draw “on call” personnel for weekends, nights and holidays. Neither party to the CBA has reserved the right to any maximum or minimum staffing levels.

The creation of one new Service Technician position would allow for the Company to have a “standby call” schedule which puts each such Tech “on call” one in “every four days” per the CBA effective June 6, 2010.

The Company could exercise its right to establish regular work schedules which extend through the periods when the emergency responses are below standards. The Union recognizes that this may involve more work on weekends and holidays. However, the CBA already specifies the terms, conditions and compensation for such an arrangement.

5 CBA Modification

Q What is the process for changing the CBA to achieve any specific goal, such as increased “on call” frequency of Service Technicians or including Distribution operators as first responders?

A The typical process is to discuss these matters between the negotiating teams during contract negotiations. This requires a give and take on the particular items that are

important to each side. All modifications an expiring or existing CBA are approved by the Company and the Union body before the CBA is signed. The current contract was negotiated and agreed upon between April of 2010 and was signed by all parties on April 20, 2011. At any time a party can request to reopen negotiations so as to bring every issue involving compensation, terms and conditions of employment back to the table. At any point during a CBA term, the parties can also create a Memorandum of Understanding on all issues mutually agreed upon.

6 The July to October 2011 Emergency Response meetings with the Company

Q Did the Union propose operational changes that would help meet the emergency response standards? If so, why is there no agreement.

A Yes. There is no agreement because the parties could not find enough common ground to reach a new agreement. As I said above, the CBA really does not need to be changed. The Company is free to hire new staff. The Union remains willing to discuss any mutually beneficial option to resolve this issue. The Company was last notified on October 24, 2011 that the CBA would not be modified without further negotiations. Neither side has requested to continue negotiations since that time.

4. Conclusion

Q. Does that conclude your testimony?

A. Yes.