

# 2008 AGREEMENT

*BETWEEN*

2 LOCAL UNION 320 2  
0 I.B.E.W. 0  
0 AFL-CIO 1  
8 *and* 1



Effective Date May 1, 2008  
Expires Date April 30, 2011

Contract Revisions Effective May 1, 2008  
Are Underscored



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# 2008

<u>January</u>							<u>February</u>							<u>March</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
			1	2	3	4	5					1	2							1	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	2	3	4	5	6	7	8	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	9	10	11	12	13	14	15	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	16	17	18	19	20	21	22	
27	28	29	30	31			24	25	26	27	28	29	23	24	25	26	27	28	29		
													30	31							
<u>April</u>							<u>May</u>							<u>June</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
			1	2	3	4	5					1	2	3							1
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30				25	26	27	28	29	30	31	29	30						
<u>July</u>							<u>August</u>							<u>September</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
			1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30					
							31														
<u>October</u>							<u>November</u>							<u>December</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
			1	2	3	4							1							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				
							30														

# 2009

<u>January</u>							<u>February</u>							<u>March</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
				①	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
11	12	13	14	15	16	17	15	①⑥	17	18	19	20	21	15	16	17	18	19	20	21	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	
25	26	27	28	29	30	31								29	30	31					
<u>April</u>							<u>May</u>							<u>June</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3	4					1	2		1	2	3	4	5	6	
5	6	7	8	9	⑩	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	②⑤	26	27	28	29	30	28	29	30					
							31														
<u>July</u>							<u>August</u>							<u>September</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	③	4						1		1	2	3	4	5		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	⑦	8	9	10	11	12	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				
							30	31													
<u>October</u>							<u>November</u>							<u>December</u>							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
11	⑫	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	22	23	24	25	⑳	㉑	28	20	21	22	23	㉒	㉓	26	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			





**HOLIDAY SCHEDULES FOR SHIFT WORKERS (Single Days)**

<b><u>Observed Holiday for Day Workers Is:</u></b>	<b><u>Mon.</u></b>	<b><u>Tues.</u></b>	<b><u>Wed.</u></b>	<b><u>Thurs.</u></b>	<b><u>Fri.</u></b>
<b>Scheduled Days Off For Shift Workers</b>	<b>The Observed Holiday for Shift Workers is:</b>				
Sunday & Monday	Tues.	N/C	N/C	N/C	N/C
Monday & Tuesday	Sun.	Wed.	N/C	N/C	N/C
Tuesday & Wednesday	N/C	Mon.	Thurs.	N/C	N/C
Wednesday & Thursday	N/C	N/C	Tues.	Fri.	N/C
Thursday & Friday	N/C	N/C	N/C	Wed.	Sat.
Friday & Saturday	N/C	N/C	N/C	N/C	Thurs.

**HOLIDAY SCHEDULES FOR SHIFT WORKERS (2 Consecutive Days)**

<b><u>Observed Holiday for Day Worker Is:</u></b>	<b><u>Mon.</u></b>	<b><u>Tues.</u></b>	<b><u>Wed.</u></b>	<b><u>Thurs.</u></b>	<b><u>Fri.</u></b>
	<b><u>Tues.</u></b>	<b><u>Wed.</u></b>	<b><u>Thurs.</u></b>	<b><u>Fri.</u></b>	<b><u>Mon.</u></b>
<b>Scheduled Days Off For Shift Workers</b>	<b>The Observed Holidays for Shift Workers are:</b>				
Sunday & Monday	Tues.	Wed.	N/C	N/C	N/C
Monday & Tuesday	Sun.	Wed.	Sun.	Wed.	N/C
Tuesday & Wednesday	Sun.	Mon.	Thurs.	Fri.	N/C
Wednesday & Thursday	N/C	Mon.	Tues.	Fri.	Sat.
Thursday & Friday	N/C	N/C	Tues.	Wed.	Sat.
Friday & Saturday	N/C	N/C	N/C	Wed.	Thurs.

Days on which recognized holidays are celebrated are indicated by o on the calendar shown on the previous pages.

Employees hired on or before October 1st in a calendar year are entitled to two Floating Holidays which are to be taken during each calendar year.

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				M*40	211		
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<u>SUBJECT</u>	<u>I&amp;D</u>	<u>IOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>	
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<u>ENGINEERING RECORDS ROOM</u>							
<u>EQUIPMENT</u>							
Backhoe						1987	*20F 401
Black Box				+58	237	1958	M+16 369
Bucket Trucks				+11	164	1965	+39 375
Bulldozer						1959	+12 369
Computer Maintenance Interface						1973	+45 383
Corrosion Monitoring						1971	+45 380
CPR Recording				M+36	208	1958	+17 369
Cranes						1973	+20 382
Dual Control Vehicles						1981	+39 394
Emcorrectors						1973	22 382
Fixed Load Resistor						1958	+12 369
Hydraulic Lifting				+58	237	1981	+39 394
Motor Vehicle Equipment						1987	M+30 403
Mueller Equipment						1971	49 381
Network Meters						1963	M+26 373
New Equipment				M+59	237	1987	M+30 403
Pin-On Buckets						1985	23 398
Propane Air-Mixing Facilities				M+30	197	1973	+20 382
Protective Equipment							
Rotation Test	26	73		M+46	212	1960	+13 370
Rubber Gloves and Sleeves						1985	+25 399
Snow Removal and Sanding				M41	211	1983	41 397
VDTs (Storeroom)				+64	240	1985	53 401
VDT Testing							
<u>EQUIPMENT OPERATORS</u>							
Dynamite Handler						1987	M+27 402
Headquarters						1987	M+27 402
Special						1987	+31 404

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<u>ESTIMATORS</u>				*45	212	1971	*44	380
<u>EXAMINATION PROCEDURE</u>								
Bid Form	11-21	57-71	102					
Bidding	12	58	102	M24	194	1973	*35	383
Bidding Rights-Part Time Employees				M*54	230	1981	M*16	409
Building & Grounds Mechanic						1981	*27	393
Changes				M*4	156			
				M*15	167			
<u>Cleaning Workers</u>								
Commercial Rep. Personal Appraisal						1994	M35	411
CSR Appraisal Form						1981	*8	391
Eligibility Rules						1991	*39	409
Gas Mechanic Welder 1/C						1987	M24	401
High School Education						1987	M*30	403
Notes						1971	47	380
Part-Time Positions						1981	*27	393
Posting Procedure	12	58		M*54	230	1987	*47	405
						1954	*8	369
						1962	*6	372
<u>Proctors</u>								
Results	13	59		M*4	156	1981	M*25	393
Return to Former Job						1987	*47	405
Scheduling	15	62				1950	*2	367
Selection of WF, Chief and Commercial Specialist								
	13	59		M3	154	1965	+45	375
Simultaneous Assignments						1971	39	380
Standardized Exams								
Stockhandler						1973	M*52	384
Tests						1987	+31	404
Test Failure, WF, Chief or Comm. Spec.	12	59				1971	39	380
Vacancies	12	58				1983	10B	395
<u>EXCHANGE PROPOSALS</u>								
	44	90	119			1965	+47	375
						1965	*13	376
<u>EXPANDED LEVELS OF SERVICE PROGRAM</u>								
				M*86	255			

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<u>EYE PROTECTION PROGRAM</u>				M20	185				
<u>FAMILY CARE LEAVE OF ABSENCE</u>				M*106	278		1989	M17	407
				M*107	285				
				M108	291				
<u>FIRE DEPT. &amp; RESCUE SQUAD</u>							1965	M*12	374
							1965	*9	376
							1988	+23	412
<u>FIRE RETARDANT CLOTHING</u>									
<u>FIXED LOAD RESISTOR</u>				+58	237				
<u>FLEET RATE</u>				M*110	301				
<u>FLEXIBLE SPENDING ACCOUNTS</u>	40	85	113						
<u>FLOATING HOLIDAYS</u>	7	52	98						
<u>FORMAL ACCIDENT INVESTIGATION MEMBERS</u>									
<u>FULL-TIME TO PART-TIME</u>									
<u>FUNERAL OF A FRIEND</u>				+40	210				
				M*40	211		1977	M21	387
<u>GARAGE HELPER UPGRADE</u>				M*121	322		1987	*47	405
<u>GARAGE NIGHT SHIFT - ELTINGS CORNERS</u>									
<u>GAS METER SHOP - LUNCH</u>							1975	*29	385
<u>GAS MECHANIC PROGRAM</u>									
				M*30	197		1957	+14	369
				M*31	201		1968	M*16	369
				M*56	235		1987	M*30	403
<u>GATEKEEPER</u>				M*49	213				
<u>GLOVING 15KV PROGRAM</u>				M*87	259				

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<u>GRIEVANCE PROCEDURE</u>							
Arbitrator, Selection of	40	86	115			1983	M32 396
Discharge	42	87	117				
Grievance Form	42	88	117				
Grievances, Not Rejected				M24	192	1983	25 395
<u>GROUP LIFE INSURANCE</u>	35	81	113				
<u>GROVE CRANE - PIN ON BUCKET</u>							
<u>HEADQUARTERS</u>							
Any (IV J 4) Definition	29	74	105			1973	+20 382
Equipment Operator				+88	264	1987	M+27 402
Establish Line/Gas						1981	M34 394
Lateral Transfer						1979	17A 389
						1981	M34 394
						1987	M+30 403
Postings						1950	+3 367
						1950	*2 367
Relocation and Mileage	29	74	105	+89	264	1979	M17B 389
<u>HEALTH BENEFIT PLAN</u>	40	85	113				
Employee Contributions						2008	40 457
Leave of Absence						1975	16 384
Part-Time Employees						1985	*14 397
SPD Discussions						1979	M44 390
Surviving Spouse						1977	40 389
<u>HIGH SCHOOL EDUCATION</u>						1971	47 380
<u>HIGH SCHOOL CO-OP STUDENTS</u>						1969	*20 378
				M*34	206	1977	M*44 389
<u>HIGH VOLTAGE (GLOVING PROGRAM)</u>							
<u>HIRING RATE</u>				M+87	259	1961	M*31 371

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<u>HIRING FROM THE OUTSIDE</u>								
Service Worker				M+126	337	1983	10B	395
						1971	+53	381
<u>HOLDING MARK</u>	14	60						
<u>HOLIDAYS</u>								
Days Observed	6	52	98					
During Vacation	31	77	109					
Floating Holidays	7	52	98					
Military Leave				47	213			
Pay for Working	7	53	98					
Shift Workers	7	52	98	M+8	162			
Sunday	6	52	98					
Time Off With Pay	6	52	98					
<u>HOSPITALIZATION</u>								
During Vacation	33	78	109					
Health Insurance	40	85	113					
<u>HOURS OF WORK</u>	5	51	97	M+127	344	1963	+16	372
						1969	5	377
						1971	32	380
						1981	+29	393
						1987	M35	404
						1960	+17(C)	370
						1967	M+33	377
<u>INCLEMENT WEATHER</u>								
Outdoor Work	28							
Painting	28							
Road Conditions						1967	M+33	377
Upgrading						1973	+42	383
<u>INJURY ON THE JOB</u>	28							
<u>INSPECTION</u>								
Bucket Truck				+11	164	1965	+39	375
Contractor				+92	268			
Investigation of Accidents	23	71	103					
<u>JANITORIAL SERVICES</u>								
District Offices						1971	*51	381

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<u>JOB CLASSIFICATIONS</u>									
126	129	130							
<u>JOB KNOWLEDGE EXAMS</u> Standardized									
133	133	138				1973	M*52	384	
<u>JOB RATES</u>									
36	81	113							
<u>JOB SECURITY CLAUSE</u>									
<u>JOB SITE REPORTING</u> Construction Maintenance Electricians Project Construction				M+112 M+118 M+127	306 316 344				
<u>JOB SPECIFICATIONS</u> Book Availability	30	76	107			1985 1989	23 44	398 408	
<u>JOINT SAFETY COMMITTEE</u>									
<u>JUNIOR CLERKS</u> Pay Increases Upgrading		131		M*76	249	1961	M*31	371	
<u>JURISDICTION</u>	2	48	94						
<u>JURY DUTY</u>	34	80	112	M9	163	1963 1981	M14 M*24	373 392	
<u>LAYOFFS</u> Part-Time Employees Probationary Reinstatement Seniority Separation Pay Service Two Weeks Notice	28 21 21 21 21 28	74 65 65 65 65 74	105 105 113 101 105			1983	M29	396	

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<u>LEAVES OF ABSENCE</u>								
Benefit Programs	35	80	111			1975	16	384
Educational				M*106	278	1967	9	376
Family Care				M*107	284	1971	M55	381
				M108	291			
Health Benefit Plan						1975	16	384
Military	34	80	112	47	213	1971	M60	381
Personal Business						1989	M7B	406
Political	34	80	111			1983	18	395
Union Business	33	79	112	111	304	1967	9	376
<u>LETTER OF REPRIMAND</u>								
						1977	10	385
						1975	M20	385
						1973	15	382
<u>LICENSES</u>						1965	+30	375
CDL Reimbursement				113	308	1987	M*30	403
Chauffeur				+12	166	1971	49	381
				+65	241	1973	64	384
Eye Examination for Driver's License				+65	241			
Explosives				+105	277	1987	+27	402
FCC Licenses						1985	M+50	400
						1989	+25	408
						1989	+27C	408
Mechanic - Rigger				+97	272			
Renewal (Personal Time)				+65	241			
Suspension/Revocation of Driver's Lic.				M114	308			
<u>LIFE INSURANCE</u>								
	35	81	113	M*54	230			
<u>LIFO</u>								
	21	65				1983	M29	396
<u>LINE CLEARANCE</u>								
Job Area Reporting Program				M*39	209			
Upgrading				M*68	242	1994	+32	411
				M*16	171			

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<u>LIVE PRIMARIES</u>	29					1965	+38	375
						1979	M+52	391
<u>LOCKOUTS</u>	3	49	95					
<u>MAINTENANCE WORKERS</u>								
Pay of Students				M*44	212	1963	*7	373
South Road						1979	M*18	389
1/C Newburgh Headquarters						1985	M*52	401
1/C Catskill								
<u>MANAGEMENT'S RIGHTS</u>	3	49	95					
<u>MANUAL OF SAFE PRACTICES</u>						1969	10	378
						1973	M*23	382
						1979	M51	391
						1979	47	391
<u>MATERIAL SAFETY DATA SHEETS</u>								
<u>MARKETING DIVISION CLERKS</u>								
Promotional Sales Work				*83	254			
<u>MEALS</u>								
Call-outs	27	73	104	M61	238	1960	+17(b)	370
Extended Day	27	73	104	M32	204			
Period-Regular Schedule	6	52						
Two Within 7 Hours								
Work Through Lunch	6	52		M61	238			
<u>MEMBERSHIP REQUIREMENT - UNION</u>	3	50	96					
<u>MEMO IN EMPLOYEE FILE</u>						1973	M15	382
						1975	M20	385
						1981	20	392
<u>MEMORANDUM OF AGREEMENT</u>	415	415	415					

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<u>MILEAGE</u> Split Shifts	29	74	105	+89	264	1979	M17B	389
						1981	+41	394
<u>MILITARY SERVICE</u> Promotion	22	66	102	47	213	1971	M60	381
						1989	M7B	406
<u>MOBILE CRANES</u>						1958	+17	369
<u>MOTOR VEHICLE INSTRUCTION</u>						1971	49	381
<u>MOVING EXPENSES</u>	29	74	105					
<u>MUELLER EQUIPMENT</u>								
<u>MUTUAL AID</u> Automotive & Hydraulic Field Clerk/Storekeeper	10	56		129	355	1988	*28	413
<u>NATIONAL GUARD OR RESERVES</u>	34	80	112	47	213	1971	M60	381
						1989	M7B	406
<u>NEGOTIATING COMMITTEE</u> Numbers (See Also Bargaining Committee)	488	488	488			1963	18	373
						1989	M46	409
<u>NETWORK METERS</u>				M+59	237			
<u>NEW YORK STATE DISABILITY LAW</u>	33	78	111					
<u>NIGHT DIFFERENTIAL</u>	8	56	101					
<u>NLRB CERTIFICATION</u>	2							
<u>NON-DISCRIMINATION</u>	3	50	97					
<u>NON-SHIFT EMPLOYEE</u>	6	51				1969	M7	377

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<u>NOTICES TO UNION</u>	12	58	102				
IV C Transfers						1994	M*31 411
Automatic Progression & Rover Transfers						1991	M36 409
Clerical Term Contracts						1981	M*10 392
Contracting						1985	20 398
CSR PT Hours						1987	M*48 405
CSR Vacation Schedules				M*125	333		
Declined Enrollment in Health Plans						1983	53 397
Demotion	12	58	102				
Discharge	3	49	95				
Discipline							
Manual of Contract Interpretation						1975	M20 385
Seniority List						1977	10 385
Service Worker & Comm Rep Schedules						1960	+10 370
Shift Schedules						1960	M*12 371
Suspension						1981	M21 392
Switching						1979	M*25 390
Training Programs						1989	*45 408
Transfers, Job Specs, New Equipment						1971	9 379
						1961	M*14 371
						1969	32 378
						1985	23 398
<u>OPEN AREAS AND I/C</u>						1954	+13 369
<u>OPENING AND CLOSING CUTOFFS</u>						1979	M*52 391
<u>ORDER DISPATCHER</u>	29					1949	*14 367
						1963	+17 372
						1971	M36 380
						1977	19 386
<u>ORDER DISPATCHER TRAINEE</u>						1977	19 386
<u>OSHA WALK-AROUND</u>						1973	27 383
<u>OUTSIDE EMPLOYMENT</u>				5	159		
<u>OUTSIDE HIRE - UNION NOTIFICATION</u>						1983	10B 395

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<u>OVERTIME</u>				M*17	171			
After 8 Hours	5	51	97	M*53	225			
After 16 Hours	11	57	97					
Call-out	10	54	100	M32	204	1987	M*50	405
Cancelled	10	55	100			1954	+9	368
Declined				M*17	171			
Distribution of	8	53	99	M*53	225	1965	*16	376
Equalization of	8	53	99	M*17	171			
Extended Day				M*53	225			
Holidays	7	52	98	+93	268	1962	*8	372
Meals	27	73	104					
Notice				M32	204			
Outside Regular Schedule	5	51	97			1950	+10	367
Rest Period - Call-outs	9	54	99			1950	*7	368
Relief Shift (8-4R)						1954	+9	368
Schedule Change	8	55	100	+93	268			
Scheduled OT Treated as Call-out						1950	+10	367
Short Call	10	54	100			1950	*7	368
6th Day (1st Sched. Day Off)	7					1954	+9	368
7th Day (2nd Sched. Day Off)	7	53				1961	+5	371
Sunday	7	53						
<u>PAINTING</u>				M*33	205	1961	M*17	371
<u>PART-TIME BIDDING INTO FULL-TIME</u>				M*54	230			
<u>PART-TIME CONTRACT</u>								
<u>PART-TIME CSR AGREEMENT</u>				M*54	230			

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<u>PART-TIME EMPLOYEES' PAY</u>							
<u>PAY INCREASES</u>	30	75	106			1960	*5 370
<u>PAY RATES OF</u>	133-140	133-140	133-140				
<u>PAY FOR</u>							
Absence Due to Treatment of Injury	28						
Demotion	30	76	107				
Jury Duty	34	80	112				
Military Leave	34	80	112	47	213		
Promotion	30	75	107				
Student as Maintenance Worker 2/C				M*44	212		
Upgrade	24	72	103				
Work Outside Territory	10	56					
<u>PENSION PLAN</u>							
Disabled Employee	35	81	113			1983	M6C 395
<u>PERIOD OF AGREEMENT</u>	45	90	119				
<u>PERSONAL APPRAISALS</u>							
Probationary Period						1989	M39 408
Testing	13	59				1981	+8 391
<u>PERSONAL BUSINESS</u>							
Renew Driver's License	34	80	111	+40	210	1969	44 379
				M*40	211		
				+65	241		
<u>PERSONNEL FILE - MEMORANDUM</u>							
						1973	15 382
						1981	20 392
						1975	M20 385
<u>PHYSICAL EXAMINATION</u>							
PICKET LINES	42	88	118			1953	+13 368

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<u>PIN-ON BUCKETS</u>						1973	+20	382
<u>PLANT TECHNICIANS</u>				128	350	1971	23	379
<u>POSTING PROCEDURE</u> (See Also Examination Procedure)	12	58				1954	*8	369
						1962	*6	372
						1979	M+24	389
						1981	*27	393
						1987	M24	401
<u>PRIMARIES, WORKING ON</u>	29							
<u>PRINTING OF AGREEMENT</u>						1973	M19	382
						1979	M44	390
<u>PROBATIONARY PERIOD</u> Appraisal	17	64				1989	M39	408
<u>PROCEDURES ANALYST</u>		64						
<u>PRODUCTION PLANTS, SALE OF</u>				M117	312			
<u>PROJECT CONSTRUCTION PROGRAM</u>				M+127	344			
<u>PROJECT TRAINEE</u>				M+18	177			
<u>PROMOTIONS</u> To Higher Classification Qualifying Period	30 21	75 64	107			1962	+16	371
<u>PROMPT RESPONSE</u>								
<u>PROPANE AIR-MIXING FACILITIES</u>				M+30	197			
<u>PROTECTION TO EMPLOYEES</u>						1969	39	378
<u>PROTECTIVE CLOTHING</u>						1985	22	398
<u>PROTECTIVE EQUIPMENT</u>								
<u>PYRAMIDING BENEFITS</u>	26			+73	247			

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<u>QUALIFIED MAN/WOMAN</u>	29						
<u>QUALIFICATIONS</u>	13	59	102			1973	M35 383
<u>QUALIFYING MARK/LOWER CLASSIFICATION</u>							
<u>QUITTING TIME</u>	6	51	95			1969	5 377
Eatings Corners						1971	32 380
						1963	+16 372
<u>RATES OF PAY</u>	133-140	133-140	133-140				
<u>RECEPTIONIST AREA</u>						1961	*24 371
<u>REGULAR EMPLOYEES</u>	11	57				1987	*20F 401
<u>RELATIVES, HIRING OF</u>				13	166		
<u>RELIGHTS</u>				M+56	235		
				M+60	237	1979	+32 390
<u>REMOTE TERMINAL UNIT</u>				M+119	321		
<u>REPRESENTATION &amp; RECOGNITION</u>	2	48	94				
<u>RESERVES &amp; NATIONAL GUARD</u>	34	80	112				
<u>RESIDENCY REQUIREMENT</u>						1962	+16 371
						1971	+15 379
						1987	M+28 402
						1984	+40 411
<u>RESIGNATION/VACATION PAY/NOTICE</u>	32	77	110			1981	11 392
<u>REST PERIODS</u>							
After Call-out	9	54	99				
After 16 or More Hours of Work	9	54	99	M+10	163	1973	67 384
<u>RETIREMENT FUND FINANCIAL REPORTS</u>						1962	M4 372
<u>RETIREMENT PLAN ADMINISTRATIVE COMMITTEE</u>						1962	M3 372

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<u>RETIREMENT INCOME PLAN</u>	35	81	113				
<u>RETURN FROM MANAGEMENT</u>	17	64					
<u>RETURN TO FORMER CLASSIFICATION</u>	15	62				1987	*47 405
<u>ROAD DIGGER OPERATIONS</u>				M+101	275		
<u>ROOF REPAIRS</u>				M78	251		
<u>ROTATION TEST</u>				M+46	212		
<u>ROVING</u>							
Communication Technicians				+118	316		
Electricians				+118	316	1987	M+30 403
Gas Mechanics						1977	+20 386
Line Personnel						1991	M+40 409
Relay Technicians				+118	316	1977	+20 386
Testers							
Working Foremen/Forewomen 2/C (LES&T)				+102	275		
Working Foremen/Forewomen 2/C (Electricians)				+118	316		
<u>ROVING MECHANIC OPERATOR</u>				M+25	195		
<u>RUBBER GLOVING 15KV</u>				M+87	259		
<u>RUBBER GLOVES AND SLEEVES</u>						1960	+13 370
						1985	+25 399
<u>RULES, SAFETY</u>	23	71	103			1979	M51 391
<u>SAFETY-COMPANY RESPONSIBILITY</u>							
<u>SAFETY DEVICES</u>							
Company Furnished	26	74		M20	185	1985	+25 399
Eye Protection							

<u>SUBJECT</u>	<u>I&amp;D</u>	<u>TOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>		
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>	<u>PAGE</u>
<u>SAFETY COMMITTEE</u>								
						1960	*13	370
						1963	*28	374
						1969	9	377
						1973	21	382
						1973	M*24	382
						1977	M*22	387
						1989	22	407
						1973	32	383
District Safety Committee						1979	M51	391
<u>SAFETY MANUAL REVIEW &amp; UPDATE</u>						1979	47	391
<u>SAFETY RULES</u>	23	71	103					
<u>SALE OF PRODUCTION PLANTS</u>				M117	312			
<u>SATELLITE OFFICE</u>								
<u>SATURDAY DIFFERENTIAL</u>	7	53						
<u>SAVINGS INCENTIVE PLAN (SIP) - 401(k)</u>	35	81	113					
<u>SCHEDULED WORKWEEK</u>	5	51	97					
<u>SCHEDULES</u> Service Workers and Commercial Reps	8	55	100					
<u>SEASONAL EMPLOYEES</u>								
	36	81	113					
<u>SECURITY CLAUSE</u>								
<u>SELECTION OF WORKING FOREMAN/FOREWOMAN, CHIEF OR COMMERCIAL SPECIALIST</u>	13	59		M3	154	1965	+45	375
						1971	39	380
<u>SENIORITY</u> Cafeteria Classifications Defined Ellenville	11	57		M+2	153	1994	*38	411
				*2	154			
<u>Lists</u>	21	65	102			1979	48	391
<u>Military Service</u>						1981	M21	392
<u>Upgrading</u>	22	66	102			1973	47	383

<u>SUBJECT</u>	<u>I&amp;D</u>	<u>IOC</u>	<u>PI</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>		
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>	<u>PAGE</u>
<u>SEPARATION ALLOWANCE</u>	21	65	113			1981	11	392
<u>SERVICE</u> Defined	11	57	101					
<u>SERVICE EXTENSIONS</u>				M23	190			
<u>SERVICEWORKERS</u> A & B Agreement				M+126 M+126	337 337	1979	M+25	390
Filling Shift Outside Hire Shift				+74	248	1971 1981	+53 +29	381 393
<u>SEVERANCE PAY (LAYOFF &amp; TRANSFER)</u>	21	65	113			1981	11	392
<u>SHAROF</u>	36	82	102					
<u>SHIFT DIFFERENTIAL</u>	7	56						
<u>SHIFT EMPLOYEES</u>	5	51		M+8	162	1946	*10	367
<u>SHIFT RELIEF</u>				+38 +74	209 248			
<u>SHIFT SCHEDULES</u> Copies to Union	8	55				1979 1989	M+25 *45	390 408
Majority of Hours Split Shift - Mileage Reimbursement - Hydro Plants						1969 1981 1967	M7 +41 +30	377 394 376
<u>SHORTHAND</u>						1987	*52	405
<u>SICKNESS</u> Disability Plan Medical or Dental On Vacation	33	78	111	M82	253	1963	*28	374
	33	78	109					

<u>SUBJECT</u>	<u>T&amp;D</u>	<u>TOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>	
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>
<u>SIMULTANEOUS ASSIGNMENTS</u>				26	196		
<u>SIXTEEN HOUR RULE</u>						1973	67 384
<u>SLEEP TIME</u> Special Schedule Employee	9 5	54	99				
<u>SNOW REMOVAL &amp; SANDING</u>				M41	211		
<u>SPECIAL SCHEDULE</u> Schedules to Union	5	51	97			1989	*45 408
<u>SPLIT SHIFT</u> Mileage						1987 1981	+30 376 +41 394
<u>STANDBY TIME</u>	10	55	100			1987	+31 404
<u>STOCKHANDLER</u> Chauffeur's License				+64	240		
<u>STOREROOM (OPERATION)</u> CRT Input District Staffing Entrance by Unclassified				+64 M+62 +66	240 239 241		
<u>STORMS</u> Interim Staffing Restoration - bargaining unit				*84 116	254 312		
<u>STRIKE</u>	3	49	95				
<u>STRIKE - POST &amp; BID PROCEDURE</u>	15	62					
<u>SUBPOENA AND SUMMONS</u>						1965 1965	+19 374 *10 376
<u>SUBSTATION TECHNICIAN</u>				128 M+119	350 321		
<u>SUBTERRANEAN</u>	4	50	96				
<u>SUCCESSOR CLAUSE</u>	1	47	93				
<u>SUMMER HOURS</u>						1987	M35 404
<u>SUNDAY DIFFERENTIAL</u>	7	53					

<u>SUBJECT</u>	<u>T&amp;D</u>	<u>TOC</u>	<u>PI</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>		
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>	<u>PAGE</u>
<u>SUPERVISOR</u>								
Bargaining Unit Work	23	71	103			1960	+10	370
Manual of Contract Interpretation						1960	M+12	371
Posting	16	63		+66	241			
Storeroom								
<u>SUPERVISORY DUTIES</u>	24	72	103			1963	*27	374
<u>SUPPLEMENTAL AGREEMENTS</u>	141	141	141					
<u>SUSPENSION</u>	3	49	95			1971	9	379
<u>SWITCHING</u>						1961	M+14	371
<u>SYMBOLS</u>								
Under T&D Job Class.	128							
Under TOC & PI Job Class.	131	131	131					
Under Digest Items	359	359	359					
Under Supplemental Agreements	141	141	141					
<u>SYSTEM OPERATORS</u>								
<u>TEMPORARY ASSIGNMENT</u>	24	72	103			1948	+7	367
<u>TEMPORARY EMPLOYEES</u>								
Defined	11	57						
Seasonal	57	57						
Union Membership	3	50	96			1969	18	378
<u>TEMPORARY TRANSFER</u>								
	58	102						
<u>TEMPORARY UPGRADE</u>	24	72	103					
<u>TEMPORARY VACANCY</u>								
				M+127	344			
<u>TEN HOUR WORKDAY</u>								
<u>TERMINATIONS</u>	3	49	95			1953	*16	368
(also see Discharge)	42	88	117			1985	M24	399
<u>TERM OF AGREEMENT</u>	45	90	119					

<u>SUBJECT</u>	<u>I&amp;D</u>	<u>IOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>	
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>
<u>TESTER PROGRAM</u>				+98	273		
<u>TESTS</u>	13	59					
(See Also Examination Procedure)							
<u>THEFT OF SERVICE DISCOVERY</u>						1983	M13 395
<u>TIME TESTS</u>				M*56	235		
<u>TOLLS (THRUWAY)</u>				+89	264		
<u>TOOLS - EQUIPMENT</u>						1969	M*45 379
Automotive & Hydraulic Mechanic						1981	M*28 393
Furnished By Company	26	74		M*35	207	1998	+23 412
<u>TRAINING</u>	14	61				1969	32 378
Automatic Progression						1973	M63 384
Clerical Series						1971	21 379
Common Trench Probe						1987	*52 405
Copies of Programs						1969	+37 378
Customer Service Representative						1969	32 378
Engineering Drafters				M*50	214	1977	*34 388
						1967	M*6 376
						1969	*19 378
						1994	M*42 412
Estimators						1971	*44 380
Motor Vehicle Equipment						1971	49 381
Mueller Equipment						1963	M*26 373
Order Dispatcher Trainee						1977	19 386
Project Trainee				M*18	177		
Stockhandler						1987	+31 404
Trainee Position	15	61				1979	M*24 389
Travel Allowance						1973	M63 384

<u>SUBJECT</u>	<u>T&amp;D</u>	<u>TOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>	
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>
<u>TRANSFER</u>							
IV C Notification		58	102			1981	11 392
IX D				M+43	211	1984	M*31 411
IX E							
Automatic Progression & Rover Notice						1985	M37 400
Disability Transfer				+99	274	1981	M36 409
Gas Mechanic-Welder				+99	274	1983	M6C 395
Lateral	38	84	113				
- Splicer, WF, Gas Mech Widr						1979	17A 389
- New Headquarters						1979	M+29 390
- WF-LES&T						1989	*40B 408
- Cleaning Worker							
Moving Expense	29	74	105			1985	23 398
Notice to Union	12	58	102			1973	M63 384
<u>TRAVEL ALLOWANCE</u>				M52	224		
<u>TRAVEL EXPENSE</u>	29	74	105				
<u>TRAVEL TIME</u>	26	72	104			1973	M63 384
Two Man Qualified Clause	29						
<u>TWO WEEK RETURNABLE RIGHTS</u>	15	62					
<u>TYPING</u>						1987	*52 405
<u>UNIFORM RENTAL REIMBURSEMENT</u>						1969	*30 378
						1977	M*32 388
						1985	22 398
<u>UNION ACTIVITY ON COMPANY TIME</u>	3	49	96				
<u>UNION MEMBERSHIP</u>							
Contractors	28	75	106			1977	M*44 389
Cooperative Student							
Dues Deduction	2	48	95				
New Employees	3	50	96				
Notices on Company Bulletin Boards	4	50	97				
Outside Hire						1983	10B 395
Present Employees	3	50	96				
Promotion to Supervisor	16	63					
Return from Unclassified Position	17	64					





<u>SUBJECT</u>	<u>T&amp;D</u>	<u>TOC</u>	<u>PT</u>	<u>EXHIBITS</u>		<u>DIGEST ITEM</u>		
				<u>NUMBER</u>	<u>PAGE</u>	<u>YEAR</u>	<u>ITEM</u>	<u>PAGE</u>
<u>WORK STOPPAGE</u>	3	49	95			1953	+12	368
<u>WORKDAY &amp; WORKWEEK</u>	5	51	97	M+8	162			
On Rest Day or Time	9	54	99					
Schedule	5	51	97					
Working Conditions	23	71	103					
<u>WORKER'S COMPENSATION</u>	39	84	114	M82	253			
<u>WORKING FOREMAN/FOREWOMAN SELECTION OF</u>				M3	154			
Failure - Additional Appraisals						1971	39	380
Posting						1987	29	402
<u>WORKING FOREMAN/FOREWOMAN 2/C (LES&amp;T)</u>				M+87	259	1979	M+29	390
Electrician-Roving				+102	275			

- + Applies to T&D
- \* Applies to TOC
- M Modified

Where no designation appears, the Supplemental Agreement is applicable to both T&D and TOC and/or PT.

2008 - 2011

TRANSMISSION AND DISTRIBUTION (T&D)  
AGREEMENT BETWEEN

CENTRAL HUDSON GAS & ELECTRIC  
CORPORATION

(hereinafter called the Company)

and

LOCAL UNION 320 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS A.F. OF L.-C.I.O.

(hereinafter called the Union)

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this Agreement, whichever is later ("Open Period"). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed

to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

## ARTICLE I

### REPRESENTATION AND RECOGNITION

A. The Union, having been certified by the National Labor Relations Board as the bargaining agent for all employees engaged in the transmission and distribution of gas and electricity, and Commercial Representatives, as more specifically set forth in said certifications, is hereby recognized by the Company as the exclusive bargaining agency for all employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment; said Bargaining Unit is herein called the "Transmission and Distribution Bargaining Unit" or the "T&D" Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into a collective bargaining agreement dated May 1, 2008, covering full-time bargaining unit employees known as the "Technical, Office and Clerical Bargaining Unit", or the "TOC" Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into a collective bargaining agreement dated May 1, 2008 covering part-time bargaining unit members known as the "Part-Time Bargaining Unit" or the "PT" Bargaining Unit.

B. A list of the T&D Bargaining Unit job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all those employees in the T&D Bargaining Unit who are members in good standing in the Union as of May 1, 2008, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of Union dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

## ARTICLE II

### UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided for in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities, which shall interfere with the performance of work, shall be carried on during working time without the consent of the Company.

D. All employees within the T&D Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good

standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing. All persons hereafter hired for job classifications within the T&D Bargaining Unit or transferred to job classifications within the T&D Bargaining Unit, shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of their employment or transfer or no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the T&D Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the T&D Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the T&D Bargaining Unit, the TOC Bargaining Unit or the Part Time Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the T&D Bargaining Unit only if the employee reinstates the employee's membership in the Union.

E. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

F. The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

G. It is the Union's responsibility to require its members in the T&D Bargaining Unit to be available to meet the emergency operating needs of the Company. (See 1962+16)

H. The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The basic workweek shall consist of five consecutive eight-hour days, Monday through Friday for nonshift employees.

3. There shall be two regularly scheduled consecutive days off. Neither of these two days shall be considered as part of the basic workweek.

4. Overtime shall be paid at the rate of time and one-half for all hours worked outside the regularly scheduled basic workday with the exception of overtime worked after 16 consecutive hours worked (See Sections N and R) and on certain regularly scheduled days off (See Section H) or on a holiday (See Sections F and G).

B. Employees shall consist of shift, nonshift, and special schedule employees.

C. A shift employee is defined as one who works on a job which is operated 24-hours per day, seven days per week, including work on Sundays and holidays. Shift employees shall work on eight-hour shifts 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight, and shall eat their meals on the job. Commercial Representatives-Special, Commercial Representative 2/C (with more than 18 months' experience as a Commercial Representative 2/C and in progression to a Commercial Representative-Special), and Serviceworker shall be considered shift employees but their hours of work need not conform to the foregoing schedule. Schedules shall be posted and so arranged that the work periods and days off shall be rotated provided there are sufficient employees to do so. Where employees normally working on shift jobs are scheduled for nonshift work they shall, while so scheduled, conform to the hours and conditions of work of nonshift employees. (See +Exhibit M8, +Exhibit M127, 1981+29)

Special schedule employees shall be Hydro Station Operators, Substation Operators and Roving Mechanic-Operators Chief, First and Second Class when relieving Hydro Station Operators or when operating Gas Production Plants.\* Such employees may be placed on a special schedule of 40 hours per week and 8 hours per day and their scheduled hours in each day must be consecutive except that the scheduled hours of special

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schedule employees assigned to work at hydro facilities at Sturgeon Pool and Dashville need not be consecutive. (See 1967 + 30)

\*The Memorandum of Understanding - Propane Air Mixing Facilities dated November 14, 1973, shall be applicable to the operation of propane air mixing facilities. (See +Exhibit M30)

D. All other employees are defined as nonshift employees. Their regular eight working hours shall be fixed between 7:30 a.m. and 5:00 p.m. (See 1963+16, 1969-5 and 1971-32)

E. Regularly scheduled meal periods for nonshift employees shall be fixed between 12 noon and 1 p.m., except in emergencies. However, the meal periods for Stock Handlers, Field Clerk/Storekeepers, and Dispatchers may be fixed between 11:30 a.m. and 1:30 p.m. When, because of an emergency, an employee having a scheduled meal period is required to work through such period and is not assigned an equal meal period within one-half hour before 12 or one-half hour after 1 p.m. (or 11:30 a.m. and 1:30 p.m., respectively for Stock Handlers, Field Clerk/Storekeepers, and Dispatchers), the employee shall be paid overtime for the period worked in the employee's regular mealtime and the employee shall be assigned a meal period as soon as possible after the starting time of the employee's regular meal period.

F. All employees shall, during the contract year, be entitled to the following holidays off with pay:

Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
The Day after Thanksgiving  
The Day before Christmas  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day  
and President's Day

All holidays falling on a Sunday shall be observed on the following Monday and all holidays falling on a Saturday shall be observed on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment hereto or immediately preceding any index to this Agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in this Article III F and further provided such two floating holidays cannot be taken consecutively.

G. Employees regularly scheduled to work on the above holidays and who do work will receive one and one-half times pay for all hours worked and shall receive, in addition, pay for the holiday.

Employees not regularly scheduled to work and who do not work on the above holidays shall receive pay for the holiday at straight time.

Employees called out in an emergency will receive overtime pay at the applicable rate for all time worked in addition to the holiday pay, but the minimum time paid for such holiday work shall be three hours at the applicable overtime rate.

H. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday, and at time and one-half for work on the other regularly scheduled day off in that calendar week. Employees regularly scheduled to work on Sunday in any calendar week shall receive time and one-half for work on the first regularly scheduled day off and double time for work on the second regularly scheduled day off in that calendar week.

Shift or special schedule employees scheduled for work on Saturday or Sunday between the hours of 8 a.m. and 4 p.m. will be paid an hourly premium of 5% of Pay Group 19.1 effective May 1, 2008, effective May 1, 2009, such hourly premium will be increased to 5% of Pay Group 19.1, effective November 1, 2009, such hourly premium will be increased to 5% of Pay Group

**19.1, effective May 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1, and effective November 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1; provided, however, such premium shall not be paid for any work performed for which overtime is paid.**

**I. Overtime shall be distributed equitably among qualified employees in each job classification if they are available. (See +Exhibit M17)**

**J. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.**

**K. Shift and special schedule employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of 5% of Pay Group 19.1 per hour effective May 1, 2008, and effective May 1, 2009, 5% of Pay Group 19.1 per hour and effective November 1, 2009, 5% of Pay Group 19.1 per hour, effective May 1, 2010, 5% of Pay Group 19.1 per hour, and effective November 1, 2010, 5% of Pay Group 19.1 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-7)**

**L. Shift schedules, including schedules for special schedule employees, shall be posted four weeks in advance. Shift schedules may be changed as required. However, if a shift or special schedule employee's posted schedule is changed so that the employee is required to begin work on the revised schedule with less than forty-eight hours' notice, in the case of shift workers or, in the case of special scheduled workers, either twenty-four hours' notice if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the Company's control, in advance of the new starting time, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. However, where a shift worker's shift is changed to start on an employee's third consecutive day off and a notice of change is given less than 72 hours in advance, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. Premium payment for a change of schedule without sufficient**

notice will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable.

If a shift employee is required to work two consecutive shifts for which the employee would normally be paid straight time, the employee shall receive an additional four hours' pay at straight time.

Shift employees may exchange workdays or hours within a scheduled workweek provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment.

M. (Reserved)

N. An employee required to work 16 or more consecutive hours, shall be allowed a rest period of 8 hours after the termination of said work. If the rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday, the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

If an employee who has worked 16 or more hours consecutively and thus became entitled to sleep time is asked to report for work again before the commencement of the employee's next basic workday, the hours actually worked prior to the commencement of the employee's next basic workday shall be added to the hours of sleep time to which the employee is entitled. (See +Exhibit M10)

An employee who works overtime between the seventh and the fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic work period at the beginning of the next scheduled basic work period. However, the



Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

O. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety minutes or less prior to the beginning of the employee's basic workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. (See 1971-3 and 1971+15)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled basic workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is immediately before or after the basic workday within the basic workweek, such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the basic workday within the basic workweek immediately preceding the day on which the job was to have been done.

P. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the prevailing overtime rate.

Q. Employees who, at the request of the Company, are sent outside of the existing Central Hudson franchise area to work on the property of another utility shall receive double time.

An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section Q. The maximum pay rate on a recognized holiday shall be double time plus 8 hours straight time regardless of the other company's holiday pay provisions.

With respect to a holiday celebrated by the host utility and not celebrated by Central Hudson, pay will be at 8 hours straight time plus double time for all hours worked.

All other provisions and conditions, except as to the double time rate contained in this Agreement, shall apply to such work.

R. Double time shall be paid for time worked in excess of 16 consecutive hours, except as may otherwise be provided in Article III-N hereof. (See 1973-67)

#### ARTICLE IV

##### SENIORITY IN PROMOTION, TRANSFER, LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. shall be known as “seniority” except as provided in Sections C and H of this Article; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit, such continuous prior employment in any capacity shall be included in that employee’s seniority.\*

\*See memorandum dated January 13, 1967 regarding former Ellenville Electric Company employees and memorandum dated August 16, 1990 regarding Saugerties Gas Company. (See +Exhibit M2)

B. 1. Service shall be the length of continuous employment with the Company.

2. On all promotions, seniority shall be applied as provided in this Article.

C. The provisions of this Article IV shall apply to regular employees. It shall not apply to temporary employees. Regular employees are engaged without time limitations. Temporary employees may be engaged for work only if it will not result in the layoff of regular employees, and if it is anticipated that the work will not continue for more than six months. If continued beyond six months, temporary employees shall become regular employees with seniority and service starting from the date of employment.

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The provisions of this Article IV shall apply to the classifications of Customer Service Representative-Part-Time and to all job classifications included under the "Part-Time Agreement" by and between the Company and Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. except as follows: Seniority for all employees in such "part-time" classifications shall commence only when such employees are assigned to a classification covered by this Agreement or assigned to a classification covered by the TOC Agreement, and such seniority shall accrue only during the period when such employees are assigned to any classification covered by this Agreement or the TOC Full-time Agreement. Seniority for Customer Service Representatives -Part-Time shall be determined pursuant to the provisions of the CSR - Part-Time Agreement which is part of the TOC Full-Time Agreement. The application of any Customer Service Representative Part-Time and any employee covered by such "part-time" classification, for any vacancy or new position in a classification covered by this Agreement which is posted, shall only be processed if no "full-time" applicant qualifies who is covered by this Agreement or said TOC Full-time Agreement. (See \* Exhibit 54, 1985-M\*33)

D. When an employee is to be transferred or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local Union or an alternate in his absence.

E. When a vacancy occurs or when a new position is created within the T&D Bargaining Unit, the Company shall post a notice on its bulletin boards for a period of six working days setting forth the classification, job duties and requirements, hours and days of work, and wage rates. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. Employees who do not make application within the period of posting the notice shall have no right to consideration for the job. The Local Union shall be supplied with copies of the notice and applications. An employee who has qualified by exam, but has neither withdrawn from the posting nor elected a holding mark only ("HMO") status, may be assigned to the position and any refusal at the time of assignment will be considered as a return to a former position under Article IV F 6. In addition, any employee who has a holding mark, bids for a position and does not withdraw prior to being assigned to the position, may be assigned to the position and any refusal at the time of such assignment will be considered as a return to a former position under Article IV F 6. The transfer to the new position will be effective within 30 calendar days after acceptance unless otherwise mutually agreed to by the Company and the Union.

When the vacancy(s) has been filled for 10 working days the posting will be closed. (See Exhibit M24)

F. 1. The Company shall have the right to determine the classification of a job when it is posted and the minimum qualifications required for any job. Qualifications for any position within Local 320 shall be demonstrated by an examination. The Company shall select from the applicants the number that will take an exam. If no one qualifies, the Company will continue the examination until a qualified individual is selected or the bid list is exhausted. Such selection shall be made in order of seniority. In the event that more than one person receives a passing mark on such examination, seniority among the persons passing shall govern; if two or more employees who qualify for a posted job have equal seniority, length of service in the Company shall govern. If two or more employees of equal seniority and equal service pass an examination for promotion, the employee receiving the highest mark on the examination shall be entitled to the position; except that as between probationary employees the selection will be made based on service from those who qualify by examination.

2. The examination shall be prepared, given and graded by a committee composed of one representative of the Company and one representative of the Union; except that with respect to the selection of Working Foremen/Forewomen, Chiefs or Commercial Specialists, two examiners from the Company and two from the Union may be appointed. The representatives shall be appointed within six working days after expiration of the posting period. When a personal appraisal is required in connection with job promotion, two representatives of the Union and two representatives of the Company shall prepare and submit their appraisals. Such representatives of the Union for the purposes of this section shall be appointed by the President and Business Manager or other acting executive officer of the Union from individuals presently employed in the highest level of the occupation available. In the event that such representatives are unable to agree upon any question concerning the examination, the dispute shall be referred to the President of the Company whose decision shall be final. (See Exhibits M3 and +M15)

3. An employee who has passed an examination for any classification shall not be required to take another examination (other than physical) for the same classification within a period of sixty months after the employee has passed such examination, unless the employee's mark has been voided as specifically provided in this agreement or unless, in the opinion of the Company, the employee's ability to perform the work has changed or the job content has changed in the interval. Notwithstanding

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the preceding sentence, an employee's mark for the aptitude portion of a Working Foreman/Forewoman, Chief or Commercial Specialist classification test would not expire at the end of such 60-month period, but would continue so long as such employee is in and remains in the series such employee is attempting to qualify for. However, an applicant wishing to be considered for a position must, regardless of previous qualifications, submit an application for a vacancy each time it is posted.

Applicants who have marked their bid form to indicate that they are applying for the posted position only for the purpose of achieving a "holding mark only" ("HMO") status shall not be offered such position. Each employee shall be allowed to apply for a posted position for a holding mark only ("HMO") status once during a calendar year, with the following exception. Applicants who are applying for positions covered under Exhibit 3 (Chief, Working Foreman/Forewoman or Commercial Specialist) shall be allowed to bid for these positions on an HMO status and such applications shall not count as the one HMO allowance during the calendar year.

4. Except as otherwise specifically provided in the Working Agreement, an employee who receives a mark of 60% or less on an examination for any classification shall not be eligible to take an examination for the same classification within a period of six months unless, in the opinion of the Company, there is a demonstrated need to waive this requirement. However, this six-month disqualification shall not apply to the senior applicant.

5. The following selection and training procedures shall apply only to the following job classifications:

Protective Equipment Tester  
Gas Production Man/Woman - Second Class  
Stock Handler  
General Maintenance Man/Woman - Second Class  
Field Clerk/Storekeeper

a. The selection of a candidate to train for the posted position will be made from those who apply through the use of a general ability examination on which the passing mark shall be 75%. If the applicant for training is transferring to a job in a higher pay group, the employee will be continued at the employee's present pay and will be trained for the position. If the applicant for training is transferring to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower.

b. If the selection of a trainee is made from employees with more than six months' service with the Company, the seniority provisions applicable to promotions shall apply. In the event the selection is made from employees with less than six months' service, the selection will be made based on service from those who qualify by examination.

c. The Company will predetermine the length of time necessary for training in each classification below the posted classification and in the posted classification for which the individual is being trained and so notify the Union. Such training shall be of no less than three nor more than six months' duration, except as otherwise specifically provided herein or in the job specifications. The trainee's classification will be increased as progress is demonstrated by passing an appropriate job knowledge examination(s) on which the passing grade shall be 75%. Upon completion of such predetermined training period(s), the trainee will be required to pass such job knowledge test before being assigned to the posted classification and the pay applicable thereto.

If the trainee does not qualify or meet the job requirements within a reasonable qualifying period, such trainee will be returned to the employee's former classification or the employee's training period may be extended by agreement between the Company and the Union President and Business Manager.

6. If the employee selected does not qualify or meet the job requirements within a reasonable qualifying period, the employee will be returned to the employee's former classification. The employee's training period may be extended by agreement between the Company and the Union President and Business Manager. If the employee requests in writing to Human Resources to return to the employee's former position within two weeks of the employee's transfer, the employee will be reassigned within two weeks to the position from which the employee was transferred (and any person who is filling that position must also return to that person's former position), and the next senior qualified bidder will be transferred to the vacancy. If on two separate occasions within a three-year period an employee elects to return to the employee's former position after assignment to another position, the employee shall be ineligible to bid for any position for a period of twenty-four months (measured from the date of the second election to return to the employee's former position). (See Exhibit 26 and 1987-24)

In addition, once during the 24-month period an employee may exercise his/her rights to laterally transfer within his/her job classification without, however, any 2-week returnable rights.

7. In the event no employee passes the job knowledge examination for the vacant position and the classification is not included in the training program listed above, or if the classification is included in the training program but, in the opinion of the Company, the position must be filled before the training program can be completed, the Company in such cases reserves the right to bring in qualified persons from outside the Union. (See 1983-10B)

8. All applicants outside the T&D Bargaining Unit, the TOC Bargaining Unit and the PT Bargaining Unit will be excluded from the foregoing examination procedures described in this Article until all applicable provisions with respect to selection are exhausted for members of such Units; however, persons from outside the T&D Bargaining Unit, the TOC Bargaining Unit and the PT Bargaining Unit may be included in the exam procedure by mutual agreement. This exclusion, however, shall not apply to the arrangement with respect to the transfer of disabled employees as set forth in Article IX.

9. A job applicant's final mark on the examination will be made available to the employee upon the employee's specific request to the employee's supervisor; however, marks of other applicants will not be divulged. Furthermore, upon request of an employee, the supervisor, in the interest of employee self-betterment, shall discuss an applicant's lack of specific job knowledge or aptitude as demonstrated by the examination with the applicant so that the applicant may have an opportunity to improve the applicant's knowledge of a job for future opportunities which may arise.

10. In no event will the specific marks attained be given on individual parts of the examination or individual questions. The results as determined by the examiners shall be final.

G. When a vacancy occurs or when a new position is created in the first level of supervision outside of the T&D Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job duties and requirements and hours of work. When a vacancy occurs or when a new position is created in those unclassified

positions other than first level supervision which the Company may reasonably expect can be filled by qualified personnel from within the T&D Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job details and requirements. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. Upon receipt of such application, the Human Resources division shall immediately forward to the qualified applicant the following information: rate of pay, job duties, hours of work and starting date. The provisions of Article X shall not apply to these promotions to the first level of unclassified positions. (See Exhibit M117)

H. In the event it becomes necessary to reduce in rank an employee from an unclassified position, any time within two years after the time of the employee's promotion and provided the employee has continued to pay Union dues and assessments, the employee shall be returned to the T&D Bargaining Unit, if the employee was promoted from such Unit, and shall assume in it the employee's seniority, plus seniority equivalent to the time accumulated in the unclassified position. If the employee cannot perform the work to which assigned, the employee's assignment within a classification covered by this Agreement shall be mutually agreed upon by the Company and the Union. While in the unclassified position, the employee shall have no bidding rights on other jobs within the T&D Bargaining Unit, the TOC Bargaining Unit, or the PT Bargaining Unit; during such time, the employee may continue Union membership, but is not compelled to do so. If the employee was not promoted from the T&D Bargaining Unit, the employee shall not be included in it except by mutual agreement.

Any employee returned to the T&D Bargaining Unit from an unclassified position pursuant to this paragraph shall have such a return considered as a return to a former position under Article IV F 6 hereof.

I. New employees shall have no seniority for the first six months of their employment. During such period new employees will be considered probationary and the Company may dismiss them at any time without regard to the other provisions of this agreement. Employees transferring during the probationary period shall have their probationary period extended to six months from the date of transfer, unless the Company is satisfied that it has had the ability thoroughly to appraise an individual's performance, in which event, the individual, if not to be dismissed as permitted in the prior sentence, will be transferred to regular status and no extension of the probationary period will be

required. In no event shall such probationary period exceed a period of one year from date of employment.

J. 1. When it becomes necessary to select candidates for beginning jobs in the automatic progression series, an appropriate general ability examination will be given. Of those who pass such an examination, the candidate with the greatest amount of seniority in Local 320 will be selected. (See Exhibit M117)

2. (Reserved)

3. When the Company has a need at a particular headquarters for an additional employee(s) in a first-class classification in the automatic progression series, the Company will place a notice on its bulletin boards announcing such need and will consider requests from (1) those employees presently in the same first-class classification in a different headquarters who may want to laterally transfer, (2) those employees who were transferred pursuant to Article IX-D and who retain a first-class rating in such classification, and (3) those second-class and third-class employees presently in the same classification who request a lateral transfer; and any such transfer will be made according to seniority.

4. When the Company desires to start an applicant in a job subject to automatic progression, the lowest job classification in the progression series shall be posted and the proposed headquarters shall be designated. At any time, or upon completion of the progression, the Company may assign those in the progression series to any headquarters within the T&D Bargaining Unit.

However, before assigning an employee to a headquarters at the first-class level, if no prior notice has been made as provided in Paragraph 3 above, the Company will place a notice on its bulletin boards stating the proposed headquarters and will consider requests as provided in Paragraph 3. (See 1981-M34, 1987+30, and 1987+M27)

5. An employee who fails to qualify for promotion within the maximum time in grade stated for the particular classification will be reassigned to the classification, pay group and pay step from which such employee entered the program and will be considered ineligible for future training in the craft in which such employee failed to qualify for a minimum of 60 months from the date of such failure, except that an employee who is entitled to an additional opportunity to qualify under Article IV J 6 hereof and who fails such additional opportunity shall have no such reentry-right. This reentry-right after 60 months can be exercised once

only for the craft in question. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

6. Employees who are on automatic progression at the second-class level and who fail to qualify for a first-class rating will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company any time between six months and one year following the first examination. If such employee fails the second time, such employee will be returned to the job classification, pay group and pay step which such employee held before entering the program and will be considered ineligible for future training in the craft in which such employee failed to qualify. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

7. A practical qualifying examination covering basic skills required for Linemen/Linewomen - Third Class, the content of which shall be subject to mutual agreement between the Company and the Union, will be given after the first nine months of third-class training. An employee who fails the practical qualifying examination will be reassigned to the job classification and pay step from which the employee entered the program and will be considered ineligible for future training in the Lineman/Linewoman progression series.

**BEGINNING JOBS IN THE AUTOMATIC  
PROGRESSION SERIES OR JOB CLASSIFICATION  
AFFECTED BY AUTOMATIC PROGRESSION**

<u>Classification</u>	<u>Minimum Time in Grade</u>	<u>Maximum Time in Grade</u>
Lineman/Linewoman 2/C	1½ years	2½ years
Lineman/Linewoman 3/C	1 year	1½ years
Serviceworker B	1½ years	*2½ years
Electrician 2/C	1 year	2½ years
Electrician 3/C	1 year	1 year
Splicer 2/C	1 year	2½ years
Splicer 3/C	1 year	1 year
Tester 3/C	Experience	1 year
Tester 2/C	2 years	2½ years
Gas Mechanic 2/C	1 year	2½ years
Gas Mechanic 3/C	6 months	1 year
Communication Technician 2/C	1 year	3½ years
Communication Technician 3/C	1 year	1 year
Relay Technician 2/C	1 year	3½ years
Relay Technician 3/C	Experience	1 year
Hydro Station Operator 2/C	6 months	6 months
Substation Operator 2/C	6 months	6 months
Roving Mechanic Operator 2/C	1 year	2½ years
Roving Mechanic Operator 3/C	1 year	1 year
Commercial Representative 2/C	Several	**2½ years
Gas Meter Repairman/Repairwoman 3/C	Experience	1 year
Mechanic 2/C	Several	2 ½ years
Mechanic 3/C		1 year
Line Clearance Man/Woman 2/C	1 year	1½ years
Construction Maintenance Man/Woman 2/C	Experience	6 months
Order Dispatcher - Trainee	Experience	1 year
Equipment Operator to		
Equipment Operator-Special	1 year	1 year
Equipment Operator to		
Equipment Operator - Dynamite Handler	Experience	3 years
Gas Mechanic Welder 2/C	1 year	2½ years
Gas Mechanic Welder 3/C	6 months	1 year
Plant Technician 2/C	1 year	3½ years
Plant Technician 3/C	1 year	1 year
<u>Substation Technician 2/C</u>	<u>Experience</u>	<u>3 ½ years</u>
<u>Substation Technician 3/C</u>	<u>Experience</u>	<u>1 year</u>

\*May include time as Lineman/Linewoman 2/C

\*\*With respect to progression to Commercial Representative 1/C  
see 1979+M45 of the Supplemental Agreements.

K. An employee who is promoted or transferred shall be given a reasonable qualifying period in which it shall be determined whether or not the employee can meet the job requirements. During this period the employee shall be instructed and trained in the job. An employee failing to meet the job requirements within this period shall be reassigned to the classification from which the employee was promoted or transferred and the employee's exam mark will be voided. The foregoing provisions do not apply to job classifications in the automatic progression series.

L. Employees will be laid off in reverse order of their seniority when curtailment of activities makes a reduction of the working force necessary. If the employees to be laid off have equal seniority, they shall be laid off in the reverse order of their service with the Company. For purposes of this paragraph only, the term "employees" shall mean all Company employees represented by Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. (excluding those employees under the "part-time" contract) so that layoffs shall be so affected pursuant to a combined list of such employees. (See 1983-M29)

M. Lists showing service and seniority shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within 10 days of their employment. (See 1979-48 and 1981-M21)

N. 1. Employees who are laid off for lack of work and as of the date of layoff have completed one year or more of continuous service, shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obliged to rehire such employee. Such separation allowance must be accepted or rejected, in writing within four weeks after the affected day of layoff. If such separation allowance is rejected, the employee's rights to reemployment shall be governed solely by the provisions of Article IV-N 2.

2. If after completion of the post and bid procedure additional employees are needed, employees who have not elected the separation allowance referred to in Article IV-N 1 hereof and who shall, within the applicable "recall" period noted below, by written notice, be offered a position on the basis of "last out - first in" in the classification to be filled:

<u>Years of Service</u>	<u>Period of Recall Right From Layoff Date</u>
Less than 6 months	No recall
More than 6 months to 1 year	6 months
More than 1 year but less than 2 years	18 months
More than 2 years but less than 5 years	24 months
5 or more years	36 months

provided that each such laid-off employee meets the minimum qualifications, the physical condition of the laid-off employee is no worse than at the time of separation and such employee accepts such position by making a written acceptance to the Company within 14 days of either the employee's written acknowledgment of receipt of the Company's notice or the date which the U.S. postal authority indicates that it was unable to deliver such notice at the employee's address last supplied to the Company by the employee. The Company's notice shall be sent by certified mail, return receipt requested, to such employees, at such employees' latest mailing address supplied to the Company by the employee and a copy of such notice shall be supplied to Local 320. The employee's acceptance shall also be sent by certified mail, return receipt requested, to the Company's Human Resources Department.

O. 1. Seniority shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine. When such employee returns from service, the employee shall be placed in the employee's old classification.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine for which the employee would have been eligible and to which such employee would have been entitled by reason of seniority if the employee had been working at the time, such employee shall, upon return from such service, be placed in the higher classification provided that the employee is able to perform the work and demonstrate qualifications by examination.

3. In either of the above cases the employee with the least time in the classification that the veteran is eligible for shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D shall be applied.

P. 1. The following shall apply to any returns or reassignment to a classification/position as permitted or required by Article IV thereof:

a. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such return or reassignment shall be permitted or required if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

b. With respect to any such return or reassignment precluded by paragraphs a and c hereof, the employee shall be assigned to a classification within the T&D Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employees' wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being assigned.

c. In all other cases, transfers/assignments to and from the T&D Bargaining Unit shall be subject to the limitations set forth in Exhibit M117.

## ARTICLE V

### WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective. (See 1969-10, 1973-27, 1977-M21 and 1979-M51)

2. A Union Representative may, at the option of the Union, be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available. (See 1971+15, 2003+23)

C. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified only in emergencies as provided in Article V, Section B, or for the purpose of replacing another employee who is off that day or on leave of absence for twelve weeks or less, except as provided for in the following paragraphs of this section. When so assigned for periods of one or more hours, the employee shall be paid one pay step above the employee's present pay or the starting rate in the higher classification or the highest rate which the employee previously had in the higher classification, whichever of these three is highest. When a scheduled absence is for a period of one week or more, the senior person in the headquarters will be upgraded when so assigned. (See 1973-47)

A line, electrician or cable splicing crew consisting of three, four or five persons shall include a Working Foreman/Forewoman 2/C LES&T. If such Working Foreman/Forewoman 2/C LES&T must be absent from the crew and more than two persons remain, then the first class employee in that crew who has seniority shall act in such absentee's place and if so acting for periods of more than one hour shall be paid at the rate of a Working Foreman/Forewoman 2/C LES&T for the time so acting. A line, electrician or cable splicing crew of more than five persons shall include a Working Foreman/Forewoman 2/C LES&T and be under the supervision of a Supervisor. If the Supervisor must be absent from the crew, the Working Foreman/Forewoman 2/C LES&T shall be in charge of the crew, and if so left in charge for periods of one hour or more, shall be paid for the time while so in charge two pay steps above the rate for Working Foreman/Forewoman 2/C LES&T. (See +Exhibit M87)

A gas street crew consisting of three to six persons shall include a Chief Gas Mechanic except that this shall not apply to URD work. If such Chief Gas Mechanic must be absent from the crew and more than two persons remain, then the Gas Mechanic 1/C in that crew who has seniority shall act in such absentee's place and if so acting for periods of more than one hour the employee shall be paid at the starting rate of a Chief Gas Mechanic for the time the employee is so acting. A gas street crew of more than six persons shall include a Chief and be under the supervision of a Supervisor. If the Supervisor must be absent from the crew, the Chief Gas Mechanic shall be in charge of the crew, and if so left in charge for periods of one hour or more, shall be paid for the time while so in charge two pay steps above the top rate for Chief Gas Mechanic. (See +Exhibit M31)

A Roving Mechanic - Operator crew consisting of three to eight persons while working in the field, shall include a Chief Roving Mechanic - Operator. If such Chief Roving Mechanic - Operator must be absent from the crew and more than two persons remain, then the first class person in that crew who has seniority shall act in such absentee's place; and if so acting for periods of more than one hour, shall be paid at the rate of a Chief Roving Mechanic - Operator for the time so acting. A Roving Mechanic - Operator crew of more than eight persons shall include a Chief Roving Mechanic - Operator and be under the supervision of a Supervisor. If a Supervisor must be absent from the crew, the Chief Roving Mechanic - Operator shall be in charge of the crew, and if so left in charge for periods of more than one hour shall be paid for the time so in charge two pay steps above the top rate for Chief Roving Mechanic - Operator. In the event, the Roving Mechanic - Operator crew includes a Plant Technician - First Class or Substation Technician 1/C, the Chief Roving Mechanic - Operator shall be paid at the top step of Pay Group 22 for any hours supervising a Plant Technician - First Class or Substation Technician 1/C.

There shall be no numerical limit in any other work group on the number of persons which may be supervised by a Working Foreman/Forewoman or Chief.

Whenever it is necessary to bring together for a period of more than one hour a group of three to five persons to work together in the field as a crew at Plant Technician's or Substation Technician's work, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew and shall be paid for the time when so in charge at the rate of a Chief Plant Technician.

If any crew of four or more persons, other than a line, electrician, cable splicing, gas, Roving Mechanic, Substation Technician or Plant Technician crew, while working in the field under the direction of a Working Foreman/Forewoman 2/C, Chief or unclassified supervisor is left without direct supervision, the qualified employee of the highest classification in such crew who has seniority shall be in charge of the crew. If such a crew is left without direct supervision for periods of more than one hour, the employee in charge shall be paid for the time when in charge at the starting rate in the applicable Working Foreman/Forewoman or Chief classification.

Whenever it is necessary to bring together for a period of more than one hour a group of three to five persons to perform line work, electrician's work, or cable splicing work; or a group of three to six persons to perform gas street work; or a

group of three to eight persons to perform Roving Mechanic Operator's work and none of the group is a Working Foreman/Forewoman 2/C or Chief, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew and shall be paid for the time when in charge at the rate in the applicable Working Foreman/Forewoman or Chief classification. (See +Exhibits M7, M25 and M31)

Whenever it is necessary to bring together for a period of more than one hour a group of four or more persons to work together in a plant as a crew at Substation Technician or Plant Technician's work, and none of the group is a Chief Plant Technician, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew and shall be paid for the time when in charge at the rate of a Chief Plant Technician.

D. At no time shall an employee be required to perform any hazardous task outside the employee's job classification with which the employee is not familiar.

E. Employees affected shall be notified of standard procedures and practices, changes in equipment, and operating practices, all of which shall be made available to them.

F. The Company shall continue its present practices with respect to furnishing tools, raincoats, boots and hats, safety devices and other equipment. The employee receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear and reasonable loss expected. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.

G. Employees who report to normally designated headquarters shall be transported from such headquarters to and from their work location on Company time. When the Company requires its employees to work at points remote from their normally designated headquarters, a temporary headquarters shall be designated. The employee shall be transported between the normally designated headquarters and the temporary headquarters, at the Company's expense and on Company time at the beginning and end of the job, and shall be transported to and from the temporary headquarters to the work location on Company time. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and at the beginning of the next working day, from the normally designated headquarters to the temporary location, but such transportation is to be on the employee's own time. No

transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employees, as additional wages, an amount of \$80.00 per day. (See 1977+20, 1987-M23, 1987+M30 and +Exhibit M68)

H. An employee required to continue to work for a period of two hours or more beyond the scheduled quitting time shall be entitled to a meal furnished by the Company or a meal paid for by the Company and to an additional meal provided by the Company or meal paid for by the Company for each five hours worked thereafter.

An employee called out to work outside of the employees scheduled working hours, within the basic workweek, shall be entitled to a meal furnished by the Company or meal paid for by the Company for each five hours worked or meals missed if the call occurs within or runs through the following time periods:

- 5am to 9am
- 11am to 1pm
- 4pm to 7 pm

An employee called out for immediate duty outside of the employee's basic workweek shall be entitled to a meal furnished by the Company or a meal paid for by the Company after the first two hours, provided that the call occurs within or runs into the time periods described above, and another meal or meals provided by the Company or meal or meals paid for by the Company for every five hours thereafter. If the call does not occur within the time periods described above, the employee will be entitled to a meal provided by the Company or a meal paid for by the Company at five hours and every five hours thereafter.

An employee scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals within the time periods described above, thereby, shall be entitled to a meal provided by the Company or a meal paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as reasonably necessary to obtain and eat the meal. (See Exhibits M32 and 61)

If a shift or special schedule employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of



the shift to be worked, and the job extends beyond the next normal meal within the time periods described above, the Company shall provide a meal provided by the Company or a meal paid for by the Company.

I. Construction or maintenance employees shall not be required to do their regular work outdoors in rainy or inclement weather, except in emergencies or to perform essential work such as outdoor switching, fuel and ash handling and necessary snow removal. Such employees may, however, be assigned to other work as closely applicable to their work as is available on such days; such work shall not include painting but need not be confined to work applicable to their specific job classifications. Travel to or from jobs or between jobs shall not be considered outdoor work within the meaning of this paragraph. The provisions of this paragraph shall not apply to deliveries between Company storerooms by means of a tractor-trailer.

J. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company's estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

K. No regular full-time employee shall be laid off without at least two weeks' prior notice. This provision, however, shall not apply to discharges.

L. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental order.

M. A regular employee who is injured while working for the Company outside the regular hours of the employee's basic five-day workweek and is required to leave the job that day to be given medical treatment, shall be paid at the applicable rate for reasonable time to receive such treatment, not exceeding two hours.

N. Electrical switching when performed by an employee of the Line Forces shall be performed only by a qualified employee in the bargaining unit of first class or higher rating except in an emergency.

O. The Company may continue to use its present methods of assigning employees outside of the bargaining unit to relieve Order Dispatchers especially on vacations, sick time, holidays, and while absent during normal working hours.

P. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will, for a period of eighteen months after such reassignment, protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at the rate of 50.5¢ (effective 7/1/08 58.5¢) per mile provided, however, if during the term of this Agreement, the Internal Revenue Service increases the "non-taxable" limitation for employees paid mileage allowance, the Company will adjust such 50.5¢ (effective 7/1/08 58.5¢) per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee's own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

Q. Any crew working on energized primary conductors or on a main or service carrying gas under pressure where penetration or a leak is involved shall contain at least two qualified employees except during extreme emergencies. While working on energized primaries, they shall not be separated from each other by a distance greater than a span length. (See 1979+52)

## ARTICLE VI

### RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2008, shall, effective May 1, 2008, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2009 shall, effective May 1, 2009, be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2009 shall, effective November 1, 2009, be increased by .5%, and each step in the pay groups in effect prior to May 1, 2010 shall, effective May 1, 2010 be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2010 shall, effective November 1, 2010, be increased by .5%. Each employee shall move to the next pay step within the pay group applicable to the employee's classification as of the date on which the employee's length of service in the classification qualifies the employee for the next pay step.

Where an employee transfers from one job classification to another if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.

Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower group or to the employee's existing pay, whichever is lower.

## ARTICLE VII

### JOB SPECIFICATIONS

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between a committee of the Union and representatives of the Company appointed for that purpose.

ARTICLE VIII

VACATION - LEAVES OF ABSENCE

A. 1. During the term of this agreement regular employees who have completed the following continuous years of service requirements shall be entitled to vacations in that calendar year as follows:

6 months' service on or before October 1	1 week
1 year's service on or before October 1	2 weeks
5 years' service on or before October 1	3 weeks
<u>10, 11, 12 years' service on or before October 1</u>	<u>16 days</u>
<u>13, 14 years' service on or before October 1</u>	<u>17 days</u>
15 years' service on or before October 1	4 weeks
22 years' service on or before October 1	5 weeks
30 years' service on or before October 1	6 weeks

2. Pay for each week of vacation shall be five days at the rate of eight hours of straight time. All vacations will be granted, so far as possible, in accordance with the desires of the employees in the order of their seniority. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it; otherwise they must be taken outside of the normal vacation period. The normal vacation period shall be between May 1 and September 1. (See \*Exhibit M125)

3. Employees may elect to take their vacations at any other time to suit their plans, provided that it is possible for them to do so without adversely affecting the operation of the Company's business.

4. Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervision and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the employee's vacation.



C. 1. Vacations will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if operating conditions permit.

2. Vacation schedules shall be established and posted on bulletin boards a reasonable time in advance of the normal vacation period. All changes or selections made after May 1 in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby.

3. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

**D. Reserved**

E. Any employee who leaves the Company for any reason shall be granted a vacation if taken before the date of separation or given vacation pay if the employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that the employee shall work at least two weeks before the termination of the employee's employment with the Company. The vacations granted in these cases shall, for regular employees with more than six months of continuous employment, be one day (eight hours) for each completed month of employment, for regular employees with five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for regular employees with 10, 11 or 12 years of continuous employment shall be 12.8 hours for each completed month of employment, for regular employees with 13 or 14 years of continuous employment shall be 13.6 hours for each completed month of employment, for regular employees with 15 years or more of continuous employment, shall be two days (sixteen hours) for each completed month of employment, for regular employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for regular employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of employment, starting in each case with the preceding July 1. If the employee elects to take a separation allowance, the employee shall not be entitled to vacation provisions in addition thereto. In no case shall an employee who leaves the Company's employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

F. The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

G. (Reserved)

H. Payments for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit M82)

In cases involving compensable disability, the Company will for employees having at least six months of continuous service pay the difference between regular take-home pay and the amount received as compensation for the first two weeks.

Payments beyond those above enumerated may be continued in the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

I. 1. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

2. An employee who is selected or appointed to serve as Business Manager for the Local Union shall after reasonable notice to the Company, be granted a leave of absence without pay during the employee's term of office and shall continue to accumulate seniority throughout the leave of absence. Upon termination of the employee's duties the employee shall be reinstated in the employee's former position provided the

employee is physically able to perform the work and it has not been eliminated.

If the position has been eliminated, or the employee is physically unable to perform the work, the employee shall, by agreement with the Union, be placed in a classification for which the employee is qualified, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D, shall be applied. The number of employees on leave of absence for this purpose shall not at any time exceed one unless increased by mutual agreement. (See Exhibit 111).

3. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-M55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.

4. Regular employees who are members of the National Guard or Reserve Corps will be allowed up to four weeks' leave of absence without pay except as hereinafter provided for military duty. If such military duty is required of such members to maintain their status in the National Guard or Reserve Corps and such service is paid for by the Government, and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for each day while on military duty, but not in excess of ten days. (See 1971-M60, Exhibit 47, 1989-M7B and 2003-17)

5. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit M9 and 1981+M24)

6. Employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than two working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in

other than normal working hours. Such time may be taken in increments of not less than two hours with the exception of one hour increments at the beginning or end of the work day. Notification of the need for absence for this reason shall be given to the Supervisor as far in advance as possible. (See 1969-44 and +Exhibit 40)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence, which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, seniority shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall be deemed to have terminated. If a leave of absence is extended by the Company, seniority shall continue to accumulate during such extended leave. (See 1975-16 and 1983-18)

ARTICLE IX

EMPLOYEE BENEFITS

A. (Reserved)

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 40 and 41 of the 2008 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 40 of the 2008 Memorandum of Agreement), the Disability Plan, and the Savings Incentive Plan (subject to amendment to reflect Item 40 of the 2008 Memorandum of Agreement), as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

C. The Company shall not hire temporary employees if such hiring will result in the layoff of regular employees.

**D. 1. No employee will receive a reduction in pay during the term of this contract by reason of layoff due to lack of work if at the date of layoff, the employee has had ten or more years of continuous employment with the Company.**

**2. The Company shall have the right to transfer or reassign any employee during the term of this contract due to a layoff or lack of work situation, provided that the Company will not transfer or reassign such employee to a job classification which at the time of transfer has a greater rate of pay than the classification from which the employee is being transferred, excepting therefrom transfers or reassignments resulting in a greater rate of pay due to the operation of the provisions of Article IX-D 3. Any such transfer or reassignment may be made without regard to any provisions of this Agreement other than the provisions of this Article IX-D.**

**3. Any transfer or reassignment under this Article IX-D shall be effected by the Company as set forth below and where such transfer or reassignment is to be made based upon consideration of seniority, health, ability, residence and other factors ("SHAROF"), the Company's decision shall be final after review of such decision with the Union President and Business Manager or an alternate in his absence:**

**a. The selection and placement of the employees to be transferred or reassigned from a non-automatic progression series classification shall be made by the Company on the basis of SHAROF. An employee transferred or reassigned pursuant to the provisions of such Article IX-D 3 a, shall be offered the classification from which the employee was transferred or reassigned if a vacancy arises in such classification and if such employee continues to be qualified and physically capable to fill such classification. Such classification shall be offered on the basis of seniority to those employees so transferred or reassigned.**

**b. 1) The selection of employees to be transferred or reassigned from an automatic progression series classification shall be made (a) from the employees in the first-class level or higher solely on the basis of system-wide seniority where there are no second-class or third-class in progression below the first-class level, and (b) from the second-class or third-class in progression on the basis of SHAROF taking into account all such**

second-class or third-class and excluding employees in the first-class level or higher.

2) An employee, other than an employee in the first-class level or higher, to be transferred or reassigned from an automatic progression series classification shall be returned to the job classification, pay group and pay step from which such employee entered the automatic progression series classification. And, in the event there is no vacancy in the classification to which such employee is transferred or reassigned, the Company shall have the right to make a further transfer or reassignment of any employee in that classification pursuant to the provisions of this paragraph (b) or paragraph (a) above, whichever is then applicable.

An employee to be transferred from an automatic progression series in the first-class level or higher with less than ten years' continuous employment with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine. However, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the automatic progression series.

An employee to be transferred from an automatic progression series in the first-class level or higher with ten or more years of continuous service with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion shall determine.

3) Any employee transferred or reassigned from any automatic progression series classification, below the first-class level and who meets the minimum qualifying standards for testing and who is not discharged pursuant to Article IX-D 3 b 4, shall be given a test to qualify for the next highest rating relating to such employee's then current classification. Such test opportunity shall not result in any delay in implementing such employee's transfer or reassignment under this Article IX-D. If the employee fails to so qualify, the employee shall be ineligible for future training in that craft except if

the failure to qualify is for the first-class rating and is not the employee's second failure, the employee shall be eligible for future training in that craft and within six months to one year after reentry to that automatic progression classification, such employee shall be given a second qualifying test, failure of which shall result in the consequences set forth in Article IV-J 6 hereof.

4) Notwithstanding the foregoing, any employee to be transferred or reassigned from the second or third-class level in an automatic progression series classification under this Article IX-D 3 b, who had no prior classification because such employee was hired directly into the automatic progression series, may be discharged.

4. Any employee transferred or reassigned under this Article IX-D who at the time of such transfer or reassignment has been continuously in the employ of the Company for 10 years or more will not have a reduction in pay during the term of this Agreement by reason of such transfer or reassignment to a job below such employee's pay group and such employee will be entitled to any general increases applicable to such employee's retained pay group. All others so transferred or reassigned will be paid the rate of the job to which transferred or reassigned except as may otherwise be provided in this Article IX-D.  
(See Exhibit M43, 1981-11)

5. The provisions of this Article IX-D shall not apply to employees transferred or reassigned because of physical disability.

E. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be reimbursed for the mileage allowance or moving expenses as described in Article V-P of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying a lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed in a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of the general increase for the employee's compensation each year of the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX E will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See 1983-M6C and 1985-M37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.

<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

F. The Company agrees to continue in effect the present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan and Vision Care Plan except that such Plans will be amended in accordance with Item 40 of the 2008 Memorandum of Agreement.

G. The following shall apply to any transfer or reassignment to a classification/position as permitted by Article IX D hereof:

1. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such transfer or reassignment shall be effected if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

2. With respect to any such transfer or reassignment precluded by paragraph 1 above, the employee shall be assigned to a classification within the T&D Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being transferred or reassigned.

## ARTICLE X

### GRIEVANCES

A. If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other relevant facts. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.

2. If the Supervisor's decision is not accepted in Step 1b, the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the Month following the month in which the Supervisor's reply is received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a postponement is mutually agreed to, the grievance shall automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

A Joint Committee consisting of:

a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.

b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this Agreement, the employee shall be restored to the employee's former position and status without loss of pay.

C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own

choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

**ARTICLE XI**

**MISCELLANEOUS**

**A.** The following are the terms under which a cadet engineer's training program may be conducted by the Company.

1. The Union shall be notified of the names of each cadet engineer and the schedule of training to be followed by the cadet.

2. Such cadets may perform work normally performed by members of the T&D Bargaining Unit, provided that they do not replace anyone in the bargaining unit or deprive anyone in the bargaining unit of earnings.

3. When a cadet performs work normally performed by the T&D Bargaining Unit, an employee of the classification which would normally perform such work must be present to instruct the cadet.

4. The cadet must not act as a supervisor and shall be instructed to that effect.

5. The cadet shall not be given special privileges insofar as the cadet's working conditions are concerned.

6. The cadet shall join the Union during the period of the cadetship.

7. Wherever practicable, qualified employees within the T&D Bargaining Unit shall be given an opportunity to become cadet engineers.

8. Questions affecting cadet engineers shall not be processed through the normal grievance procedure. Any such questions shall be settled directly between Management and Union Representatives.

9. When an unclassified employee enters or re-enters the Cadet Engineering Program, the Company will provide a payment to the Union to cover the cost of the then current Union initiation fee and six months of Union dues, however, without any duplication thereof. In the event the Company extends the employee in the Cadet Engineering Program, the Company will provide the Union with an additional payment for Union dues for the extended period.

The Company will provide the Union with a letter as to any change in the status of an employee in the Cadet Engineering Program. The letter will be given in advance of any such change where practicable.

B. The "Supplemental Agreements" which are attached as appendices to the Agreement are by reference considered to be part of this Agreement and reference herein to a year or an Exhibit such as "(See 1965+47)" or "(See Exhibit M32)" refers to the applicable Supplemental Agreement. Any other separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), which by their terms are currently applicable to this Agreement, are also considered to be part of the Supplemental Agreements and are by reference considered to be part of this Agreement, subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

C. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be a part of this Agreement.

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ARTICLE XII

PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2008, and shall remain in full force and effect until and including April 30, 2011, and thereafter shall be considered renewed for periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2011, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965+47)

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2008 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

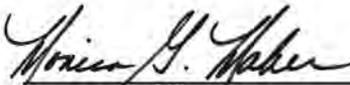
By Carl E Meyer  
President and Chief Operating Officer

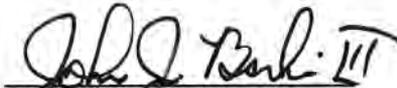
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Thomas C. Brady  
Vice-President, Human Resources

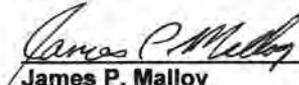
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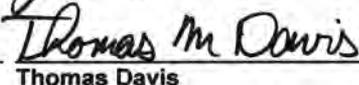
By [Signature]  
President and Business Manager

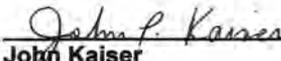
Attest:  
John C. Kelder  
Recording Secretary

  
 Monica G. Maher

  
 John J. Bark, III

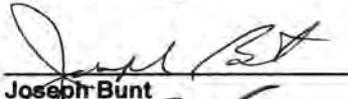
  
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 Thomas Davis

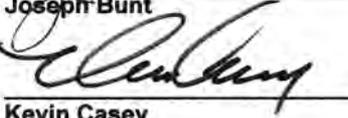
  
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 Mary E. Decker

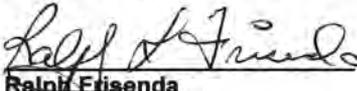
  
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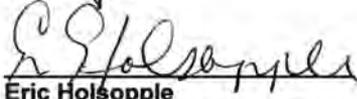
  
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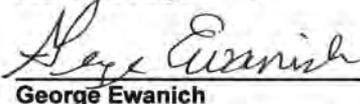
  
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 Duane Stoddard

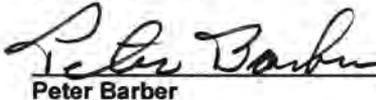
  
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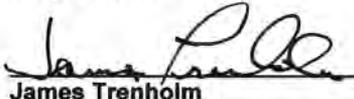
  
 Eric Holsopple

  
 George Ewanich

  
 Carol Naselow

  
 Peter Barber

  
 Richard Sherburne

  
 James Trenholm

2008 - 2011

TECHNICAL, OFFICE AND CLERICAL (TOC)  
AGREEMENT BETWEEN

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

(hereinafter called the Company)

and the

LOCAL UNION 320 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS A.F. OF L.-C.I.O.

(hereinafter called the Union)

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this Agreement, whichever is later ("Open Period"). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed

to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

## ARTICLE I

### REPRESENTATION AND RECOGNITION

A. The Union represents that it has been chosen as the bargaining agent by a majority of all the clerical employees, mechanics and maintenance workers not included in other bargaining units employed by the Company with the exception of executive secretaries, clerical employees in Human Resources, employees on the unclassified payroll of the Company, and the Union is hereby recognized by the Company as the exclusive bargaining agency for all employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment, said bargaining unit is herein called the “Technical, Office and Clerical Bargaining Unit” or the “TOC” Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into two collective bargaining agreements, each dated May 1, 2008, covering certain classified employees of the Company as follows: One such agreement covers employees of the Company employed in the transmission and distribution of gas and electricity and is herein known as the “Transmission and Distribution Bargaining Unit”, or the “T&D” Bargaining Unit; and the other such agreement covers certain classified employees of the Company in part-time positions and is herein known as the “Part-Time Bargaining Unit” or the “PT” Bargaining Unit.

B. A list of the TOC Bargaining Unit job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all employees in the TOC Bargaining Unit who are members in good standing in the Union as of May 1, 2008, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of the Union

dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

## ARTICLE II

### UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities which shall interfere with the performance of work shall be carried on during working time without the consent of the Company.

TOC

**D.** All employees within the TOC Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or who hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing. All persons hereafter hired for job classifications within the TOC Bargaining Unit or transferred to job classifications within the TOC Bargaining Unit, shall, as a condition of employment, be required to affiliate with the union no later than the thirty-first (31st) day after the date of their employment or transfer no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the TOC Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the TOC Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the TOC Bargaining Unit, the T&D Bargaining Unit or the PT Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the TOC Bargaining Unit only if the employee reinstates the employee's membership in the Union.

**E.** Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

**F.** The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

**G.** The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The basic workweek shall consist of five consecutive eight-hour days, Monday through Friday, except for employees on shift or special schedule.

3. There shall be two regularly scheduled consecutive days off, except for special schedule employees when the two days need not be consecutive.

4. Overtime shall be paid to employees at the rate of time and one-half (1½) for all hours worked outside the regularly scheduled basic workday, with the exception of overtime worked after 16 consecutive hours worked (See Sections J and P) and on Sunday or certain days off where Sunday is a regularly scheduled workday (See Section G) or on a holiday (See Sections E and F).

B. Special schedule employees are employees the character of whose work requires specially scheduled hours. Such employees may be placed on special schedule not to exceed 40 hours per week. For the purpose of this bargaining unit, employees regularly scheduled for telephone duty, Customer Service Representative - E.H., Customer Service Representative – E.H. – Bilingual, District Courier, Interdistrict Courier, Mechanics, Automotive and Hydraulic Mechanics, Automotive and Hydraulic Partskeeper, Garage Helpers, Maintenance Men/Women not included in other bargaining units and employees assigned to data processing operations shall be considered special schedule employees. Shift employees are employees who work on rotating shifts, on a job which operates 24 hours a day, seven days per week, including Saturdays, Sundays, and holidays. Where employees normally working on shift jobs are scheduled for nonshift work they shall, while so scheduled, conform to the hours and conditions of work of nonshift employees. (See 1946\*10, \*Exhibit M80 and \*Exhibit M86)

C. The regular eight working hours for all employees other than special schedule or shift employees shall be fixed between 7:30 a.m. and 5:00 p.m. (See \*Exhibit M54, \*Exhibit M86, 1969-5, and 1987-M35)

TOC

D. Regularly scheduled meal periods for non-shift employees shall be fixed between 11:30 a.m. and 1:30 p.m., except in emergencies. When, because of an emergency, an employee having a scheduled meal period is required to work through such period and is not assigned an equal meal period within one-half hour before 11:30 a.m. or one-half hour after 1:30 p.m. such employee shall be paid overtime for the period worked in the regular mealtime and shall be assigned a meal period as soon as possible after the starting time of the regular meal period. (See 1946\*10)

E. All employees shall be entitled to the following holidays off with pay during the contract year:

Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
The Day after Thanksgiving  
The Day before Christmas  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day  
and President's Day

All holidays falling on a Sunday shall be observed on the following Monday, and all holidays falling on a Saturday shall be observed on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment or immediately preceding any index to this agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not

less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in this Article III E and further provided such two floating holidays cannot be taken consecutively.

F. Employees regularly scheduled to work on the above holidays and who do work will receive one and one-half times pay for all hours worked and shall receive, in addition, pay for the holiday.

Employees not regularly scheduled to work and who do not work on the above holidays shall receive pay for the holiday at straight time.

Employees called out in an emergency will receive overtime pay at the applicable rate for all the time worked in addition to the holiday pay, but the minimum time paid for such holiday work shall be three (3) hours at the applicable overtime rate.

G. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday. Employees regularly scheduled to work on Sunday in any calendar week shall receive double time for work on the second regularly scheduled day off in that calendar week.

Shift or special schedule employees scheduled for work on Saturday or Sunday between the hours of 8 a.m. and 4 p.m. will be paid an hourly premium of 5% of Pay Group 19.1 effective May 1, 2008, effective May 1, 2009, such hourly premium will be increased to 5% of Pay Group 19.1, effective November 1, 2009, such hourly premium will be increased to 5% of Pay Group 19.1, effective May 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1, and effective November 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1; provided, however, such premium shall not be paid for any work performed for which overtime is paid.

H. Overtime shall be distributed equitably among qualified employees if they are available, having regard, however, to the special type of work to be performed during such overtime. (See \*Exhibit M53)

I. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

J. An employee required to work 16 or more consecutive hours shall be allowed a rest period of 8 hours after the termination of said work. If the rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off. An employee who works overtime between the seventh and fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic work period at the beginning of the next scheduled basic work period. However, the Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

K. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety minutes or less prior to the beginning of the employee's basic workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. If an employee who has worked 16 or more hours consecutively and thus becomes entitled to sleep time is asked to report for work again before the commencement of the employee's next basic workday, the hours actually worked prior to the commencement of the employee's next basic workday shall be added to the hours of sleep time to which the employee is entitled. (See 1971-3)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled basic workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is

immediately before or after the basic workday within the basic workweek such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the basic workday within the basic workweek immediately preceding the day on which the job was to have been done.

L. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the applicable rate.

M. Shift schedules, including schedules for special schedule employees, shall be posted four weeks in advance. Shift schedules may be changed as required. However, if a shift or special schedule employee's posted schedule is changed so that the employee is required to begin work on the revised schedule with less than forty-eight hours' notice, in the case of shift workers or, in the case of special schedule workers, either twenty-four hours' notice if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the Company's control, in advance of the new starting time, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. However, where a shift worker's shift is changed to start on an employee's third consecutive day off and notice of change is given less than 72 hours in advance, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. Premium payment for a change of schedule without sufficient notice will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable.

If a shift employee is required to work two consecutive shifts for which the employee would normally be paid straight time, the employee shall receive an additional four hours' pay at straight time.

Shift employees may exchange workdays or hours within a scheduled workweek provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment. This section shall not apply to employees occasionally assigned to chauffeur duty, while so assigned.



N. Shift and special schedule employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of 5% of Pay Group 19.1 per hour effective May 1, 2008, and effective May 1, 2009, 5% of Pay Group 19.1 per hour and effective November 1, 2009, 5% of Pay Group 19.1 per hour, effective May 1, 2010, 5% of Pay Group 19.1 per hour, and effective November 1, 2010, 5% of Pay Group 19.1 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-M7)

O. Employees who, at the request of the Company, are sent outside of the existing Central Hudson franchise area to work on the property of another utility shall receive double time.

An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section O (Section Q in T&D). The maximum pay rate on a recognized holiday shall be double time plus 8 hours straight time regardless of the other company's holiday pay provisions.

With respect to a holiday celebrated by the host utility and not celebrated by Central Hudson, pay will be at 8 hours straight time plus double time for all hours worked.

All other provisions and conditions, except as to the double time rate contained in this Agreement, shall apply to such work.

P. Double time shall be paid for time worked in excess of 16 consecutive hours, except as may otherwise be provided in Article III-J hereof. (See 1973-67)

ARTICLE IV

SENIORITY IN PROMOTION, TRANSFER,  
LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. shall be known as “seniority” except as provided in Section B of this Article; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit, such continuous prior employment in any capacity shall be included in that employee’s seniority. (See \*Exhibit M2)

Service shall be the length of continuous employment with the Company.

B. The provisions of this Article IV shall apply to regular employees. It shall not apply to seasonal employees or, except as otherwise specifically provided herein, to employees previously employed by the Company, and in the services of the United States, who return to work. Regular employees are engaged without time limitations. Seasonal employees may be engaged for work only if it will not result in the layoff of regular employees and if it is anticipated the work will not continue for more than six months. If the work continues more than six months, the job will be filled in accordance with the procedures specified in Section D of this Article IV.

The provisions of this Article IV shall apply to the classifications of Customer Service Representative-Part-time and to all job classifications included under the “Part-time Agreement” by and between the Company and Local 320 of the International Brotherhood of Electrical Workers AFL-CIO except as follows: Seniority for all employees in such “part-time” classifications shall commence only when such employees are assigned to a classification covered by this Agreement or assigned to a classification covered by the T&D Agreement, and such seniority shall accrue only during the period when such employees are assigned to any classification covered by this Agreement or the T&D Agreement. Seniority for Customer Service Representatives-



Part-Time shall be determined pursuant to the provisions of the CSR-Part-Time Agreement. The application of any Customer Service Representative-Part-Time and any employee covered by such "part-time" classification for any vacancy or new position in a classification covered by this Agreement which is posted, shall only be processed if no "full-time" applicant qualifies who is covered by this Agreement or the T&D Agreement. (See \*Exhibit M54)

C. When an employee is to be temporarily or permanently transferred within the employee's classification, or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local or an alternate in his absence, and in selecting the person to be transferred shall give consideration to seniority, health, ability, residence, individual preferences of employees and similar considerations; however, the Company's decision as to who shall be transferred shall be final.

If an individual has been transferred to a new headquarters under this Article IV C and is still assigned to such new headquarters one year following the original transfer, the Company will post for such position seeking to assign an individual to such headquarters. In the event no one bids for such posting, the individual transferred will remain temporarily assigned to the headquarters under this Article IV C.

Where a vacancy exists which is to be filled by posting, no transfer to that vacancy will be made prior to such posting at the request of, or solely for the convenience of, any employee. Nothing herein shall derogate from the right of the Company to make transfers in good faith under the provisions of the preceding paragraph.

D. When vacancies occur or when new positions are created within the TOC Bargaining Unit the Company shall post a notice on its bulletin boards for a period of six working days, setting forth the classification, job duties and requirements, hours and days of work, and wage rate of said vacancies, and whether the job to be filled is a vacancy or a new position. Where the Company knows the number of such vacancies or new positions, it shall state such number in the posting; but if the number is indefinite, the Company shall state that "one or more" vacancies

or positions are open. The transfer to the new position will be effective within 30 calendar days after acceptance unless otherwise mutually agreed to by the Company and the Union; but this provision shall not apply to examinations to qualify for future vacancies. When the vacancy(s) has been filled for 10 working days the posting shall be closed. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no right to consideration for the job. The Union shall be supplied with copies of the notices. (See Exhibit M24, \*Exhibit M86 and 1981\*27)

E. 1. The Company shall have the right to determine the classification of a job when it is posted and the minimum qualifications required for any job. Qualifications for any position within the bargaining unit shall be demonstrated by an examination. In the event that more than one person receives a passing mark on such examination, seniority among the persons passing shall govern. If two or more employees who qualify for a posted job have equal seniority, length of service in the Company shall govern. If two or more employees of equal seniority and equal service pass an examination for promotion, the employee receiving the highest mark on the examination shall be entitled to the position, except that as between probationary employees the selection will be made based on service from those who qualify by examination.

2. The examination shall be prepared, given and graded by a committee composed of one representative of the Company and one representative of the Union; except with respect to the selection of Chief, two examiners from the Company and two from the Union may be appointed. The examination for Customer Service Representative - E.H., Customer Service Representative (3/C, 2/C and 1/C) and the examination for Customer Service Representative - Part-time (3/C, 2/C and 1/C) shall, in addition, require a personal appraisal on which the passing grade shall be 75%. When a personal appraisal is required in connection with job promotion, two representatives of the Union and two representatives of the Company shall prepare and submit their appraisals. Such representatives of the Union shall be appointed by the President and Business Manager or other acting executive officer of the Union. In the event that such representatives are unable to agree upon any question concerning the examination including time, place and content, the dispute shall be referred to the President of the Company whose decision shall be final. (See Exhibits M3 and \*M125)

TOC

3. An employee who has passed an examination for any classification, shall not be required to take another examination (other than physical) for the same classification within a period of sixty months, unless the employee's mark has been voided as specifically provided in this agreement or unless, in the opinion of the Company the employee's ability to perform the work has changed or the job content has changed in the interval. Notwithstanding the preceding sentence, an employee's mark for the aptitude portion of a Chief classification test would not expire at the end of such 60-month period, but would continue so long as such employee is in and remains in the series such employee is attempting to qualify for. However, an applicant wishing to be considered for a position must, regardless of previous qualifications, submit an application for a vacancy each time it is posted. (See Exhibit M3 and 1973\*M35)

Applicants who have marked their bid form to indicate that they are applying for the posted position only for the purpose of achieving a "holding mark only" ("HMO") status shall not be offered such position. Each employee shall be allowed to apply for a posted position for a holding mark only ("HMO") status once during a calendar year, with the following exception. Applicants who are applying for positions covered under Exhibit M3 (Chief, Working Foreman/Forewoman or Commercial Specialist) shall be allowed to bid for these positions on an HMO status and such applications shall not count as the one HMO allowance during the calendar year.

4. Except as otherwise specifically provided in the Working Agreement, an employee who receives a mark of 60% or less on an examination for any classification shall not be eligible to take an examination for the same classification within a period of six months unless, in the opinion of the Company, there is a demonstrated need to waive this requirement. However, this six-month disqualification shall not apply to the senior applicant.

5. (Reserved)

6. The Company and Union agree individuals assigned to Maintenance Worker 1/C and Maintenance Worker 2/C through the post and bid procedure shall be assigned through a jointly agreed to, and administered aptitude examination.

7. The following selection and training procedures shall apply only to the following job classifications:

- Chauffeur-Mechanic
- District Courier
- Telephone Representative
- Interdistrict Courier
- Record Control Clerk
- Automotive & Hydraulic Partskeeper
- Stationery Storeroom Clerk
- Clerical Specialist
- Drafter
- Stationery Storekeeper/Courier

TOC

a. The selection of a candidate to train for the posted position will be made from those who apply through the use of a general ability examination on which the passing mark shall be 75%. If the applicant for training is transferring to a job in a higher pay group, the employee will be continued at the employee's present pay and will be trained for the position. If the applicant for training is transferring to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Examinations for customer contact positions shall in addition require a personal appraisal on which the passing grade shall be 75%.

b. If the selection of a trainee is made from employees with more than six months' service with the Company, the seniority provisions applicable to promotions shall apply. In the event the selection is made from employees with less than six months' service, the selection will be made based on service from those who qualify by examination.

c. The Company will predetermine the length of time necessary for training in each classification below the posted classification and in the posted classification for which the individual is being trained and so notify the Union. Such training shall be of no less than three nor more than six months' duration, except as otherwise specifically provided herein or in the job specifications. The trainee's classification will be increased as progress is demonstrated by passing an appropriate job knowledge examination(s) on which the passing grade shall be 75%. Upon completion of such predetermined training period(s), the trainee will be required to pass such job knowledge test before being assigned to the posted classification and the pay applicable thereto.

If the trainee does not qualify or meet the job requirements within a reasonable qualifying period, such trainee will be returned to the employee's former classification or the employee's training period may be extended by agreement between the Company and the Union President and Business Manager.

d. If in the opinion of the Company the position must be filled before training can be completed, the Company reserves the right to bring in qualified persons from outside Local 320.

8. (Reserved)

9. In the event no employee passes the examination(s) for a posted position, the Company, in such cases reserves the right to bring in qualified persons from outside Local 320. (See 1983-10B)

10. If the successful applicant for any position within the TOC Bargaining Unit desires to return to the employee's former position, the employee must within two weeks after the employee's assignment to the new position forward the employee's request in writing to Human Resources through the employee's supervisor. The employee will be reassigned within two weeks to the position from which the employee was transferred (and any person who is filling that position must also return to the employee's former position), and the next senior qualified bidder will be transferred to the vacancy. If on two separate occasions within a three-year period an employee elects to return to the employee's former position after assignment to another position, the employee shall be ineligible for a period of twenty-four months (measured from the date of the second election to return to the employee's former position) to bid for any position within the classification within the work group designated in the posting applicable to the position from which the employee returned. An employee who has qualified by exam, but has neither withdrawn from the posting nor elected a holding mark only ("HMO") status, may be assigned to the position and any refusal at the time of assignment would be considered as a return to a former position under this paragraph. In addition, any employee who has a holding mark, bids for a position and does not withdraw prior to being assigned to the position, may be assigned to the position and any refusal at the time of such assignment will be considered as a return to a former position under this paragraph. (See Exhibit 26 and 1987-M24)

11. All applicants outside the TOC Bargaining Unit, the T&D Bargaining Unit and the PT Bargaining Unit will be excluded from the foregoing examination procedures described in this Article until all applicable provisions with respect to selection are exhausted for members of such Units; however, persons from outside the TOC Bargaining Unit, the T&D Bargaining Unit, and the PT Bargaining Unit may be included in the exam procedure by mutual agreement. This exclusion, however, shall not apply to the arrangement with respect to the transfer of disabled employees as set forth in Article IX.

12. A job applicant's final mark on the examination will be made available to the employee upon specific request to the employee's supervisor; however, marks of other applicants will not be divulged. Furthermore, upon request of the employee, the supervisor, in the interest of employee self-betterment, shall discuss such employee's lack of specific job knowledge or aptitude as demonstrated by the examination with the employee so that the employee may have an opportunity to improve the employee's knowledge of the job for future opportunities which may arise. (See 1981\*M25)

13. In no event will the specific marks attained on individual tests or questions be given. The results as determined by the examiners shall be final.

F. When a vacancy occurs or when a new position is created in the first level of supervision outside of the TOC Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job duties and requirements and hours of work. When a vacancy occurs or when a new position is created in those unclassified positions other than first level supervision which the Company may reasonably expect can be filled by qualified personnel from within the TOC Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job details and requirements. When such a vacancy is to be filled by the transfer of an unclassified employee, the Company will notify the Union in advance of filling such vacancy. Additional information with respect to job requirements and rate of pay may be obtained from Human Resources. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. The foregoing provisions shall not apply to positions which the Company feels must be filled by employing college graduates from outside the Company. When a vacancy for

Procedures Analyst occurs which is not to be posted, the Company will notify the Union in advance of filling such vacancy. The provisions of Article X shall not apply to these promotions. (See Exhibit M117)

G. In the event it becomes necessary to reduce in rank an employee from an unclassified position, any time within two years after the time of promotion and provided the employee has continued to pay Union dues and assessments, the employee shall be returned to the classification within the TOC Bargaining Unit if the employee was promoted from such Unit and shall assume in it the employee's seniority, plus seniority equivalent to the time accumulated in the unclassified position. If the employee cannot perform the work to which assigned, the employee's assignment within a classification covered by this agreement shall be mutually agreed upon by the Company and the Union. While in the unclassified position, the employee shall have no bidding rights on other jobs within the T&D Bargaining Unit, the TOC Bargaining Unit or the PT Bargaining Unit; during such time, the employee may continue Union membership, but is not compelled to do so. If the employee was not promoted from the TOC Bargaining Unit, the employee shall not be included in it except by mutual agreement.

Any employee returned to the TOC Bargaining Unit from an unclassified position pursuant to this paragraph shall have such a return considered as a return to a former position under Article IV E 10 hereof.

H. New employees shall have no seniority for the first six months of their employment. During such periods new employees will be considered probationary and the Company may dismiss them at any time without regard to the other provisions of this agreement. This probationary period shall not extend beyond six months unless the Company and the Union agree that the circumstances of the case warrant an extension.

I. An employee who is promoted or transferred shall be given a reasonable qualifying period in which it shall be determined whether or not such employee can meet the job requirements. During this period such employee shall be instructed and trained in the job. An employee failing to meet the job requirements within this period shall be reassigned to the classification from which such employee was promoted or transferred and the employee's exam mark will be voided. The foregoing provisions do not apply to classifications in the automatic progression series.

J. Employees will be laid off in reverse order of their seniority when curtailment of activities makes a reduction of the working force necessary. If the employees to be laid off have equal seniority, they shall be laid off in the reverse order of their service with the Company. For purposes of this paragraph only, the term "employees" shall mean all Company employees represented by Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. (excluding those employees under the "part-time" contract) so that layoffs shall be so affected pursuant to a combined list of such employees. (See 1983-M29)

K. Lists showing service and seniority shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within 10 days of their employment. (See 1979-48 and 1981-M21)

L. 1. Employees who are laid off for lack of work and as of the date of layoff have completed one year or more of continuous service, shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obliged to rehire such employee. Such separation allowance must be accepted or rejected in writing within four weeks after the effective day of layoff. If such separation allowance is rejected, the employee's rights to re-employment shall be governed solely by the provisions of Article IV-L 2.

2. If after completion of the post and bid procedure additional employees are needed, employees who have not elected the separation allowance referred to in Article IV-L 1 hereof and who shall, within the applicable "recall" period noted below, by written notice, be offered a position on the basis of "last out, first in" in the classification to be filled:

<u>Years of Service</u>	<u>Period of Recall Right From Layoff Date</u>
Less than 6 months	No recall
More than 6 months to 1 year	6 months
More than 1 year but less than 2 years	18 months
More than 2 years but less than 5 years	24 months
5 or more years	36 months

provided that each such laid-off employee meets the minimum qualifications, the physical condition of the laid-off employee is no worse than at the time of separation and such employee accepts such position by making a written acceptance to the Company within 14 days of either the employee's written acknowledgment of receipt of the Company's notice or the date which the U.S. postal authority indicates that it was unable to deliver such notice at the employee's address last supplied to the Company by the employee. The Company's notice shall be sent by certified mail, return receipt requested, to such employees, at such employees' latest mailing address supplied to the Company by the employee and a copy of such notice shall be supplied to Local 320. The employee's acceptance shall also be sent by certified mail, return receipt requested, to the Company's Human Resources Department.

M. 1. Seniority shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine to which such employee would have been entitled if working at the time, such employee shall, upon return from such service, be placed in the higher classification provided that such employee is able to perform the work, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D shall be applied.

N. 1. When it becomes necessary to select candidates for beginning jobs in the automatic progression series an appropriate general ability examination will be given. Of those who pass such an examination, the candidate with the greatest amount of continuous seniority in Local 320 will be selected. (See Exhibit M117).

2. When the Company has a need at a particular headquarters for additional employee(s) in a first-class classification in the automatic progression series, the Company will place a notice on its bulletin boards announcing such need and will consider requests from (1) those employees presently in the same first-class classification in a different headquarters who may want to laterally transfer, (2) those employees who were transferred pursuant to Article IX-D and who retain a first-class

rating in such classification, and (3) those second-class and third-class employees presently in the same classification who request a lateral transfer; and any such transfer will be made according to seniority.

3. When the Company desires to start an applicant in a job subject to automatic progression, the lowest job classification in the progression series shall be posted and the proposed headquarters shall be designated. At any time, or upon completion of the progression, the Company may assign those in the progression series to any headquarters within the TOC Bargaining Unit. (See 1987\*56)

However, before assigning an employee to a headquarters at the first-class level, if no prior notice has been made as provided in Paragraph 2 above, the Company will place a notice on its bulletin boards stating the proposed headquarters and will consider requests as provided in Paragraph 2. (See 1981-M34b)

4. An employee who fails to qualify for promotion within the maximum time in grade stated for the particular classification will be reassigned to the classification, pay group and pay step from which such employee entered the program and will be considered ineligible for future training in the craft in which such employee failed to qualify for a minimum of 60 months from the date of such failure, except that an employee who is entitled to an additional opportunity to qualify under Article IV N 5 hereof and who fails such additional opportunity shall have no such reentry-right. This reentry-right after 60 months can be exercised once only for the craft in question. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

5. Employees who are on automatic progression at the second-class level and who fail to qualify for a first-class rating will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company any time between six months and one year following the first examination. If such employee fails the second time, such employee will be returned to the job classification, pay group and pay step which such employee held before entering the program and will be considered ineligible for future training in the craft in which such employee failed to qualify. If there is no vacancy in

the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

6. a. The following selection procedures shall apply only to the job classifications set forth below. (See 1989-16B)

b. Accounting Clerk - Third Class

This classification will be filled pursuant to a jointly administered examination (combination of a standardized 50% clerical and 50% bookkeeping) and shall progress to Accounting Clerk - Second Class based on passing a jointly administered job knowledge examination.

c. Accounting Clerk - Second Class

This classification shall progress to Accounting Clerk - First Class based on passing a jointly administered job knowledge examination.

d. Accounting Technician - Third Class

This classification will be filled pursuant to a jointly administered examination (75% bookkeeping, 25% aptitude), and shall progress to Accounting Technician - Second Class based on passing a jointly administered job knowledge examination.

e. Accounting Technician - Second Class

This classification shall progress to Accounting Technician - First Class based on passing a jointly administered job knowledge examination.

f. Accounting Specialist - Third Class

This classification will be filled pursuant to a jointly administered theoretical examination. In addition to passing the theoretical examination, the successful applicant must possess an Associate's Degree in Accounting from an accredited college or university or have two years of advanced education beyond high school with a minimum of 14 credit hours in accounting. This classification shall progress to Accounting Specialist - Second Class based on passing a jointly administered job knowledge examination.

**g. Accounting Specialist - Second Class**

This classification shall progress to Accounting Specialist - First Class based on passing a jointly administered job knowledge examination.

**h. Clerical Assistant – First Class**

**This classification will be filled pursuant to a jointly administered standardized examination related to general clerical skills.**

**BEGINNING JOBS IN THE AUTOMATIC  
PROGRESSION SERIES OR JOB CLASSIFICATION  
AFFECTED BY AUTOMATIC PROGRESSION**

<u>Classification</u>	<u>Minimum Time In Grade</u>	<u>Maximum Time In Grade</u>
Estimator 2/C	Several	3½ years
Estimator 3/C	Experience	1 year
Data Entry Operator-Trainee	Experience	1 year
Programming Assistant-Trainee		1½ years
Junior Programming Assistant	3 years	3 years
Automotive and Hydraulic Mechanic 2/C	1 year	*2½ years
Automotive and Hydraulic Mechanic 3/C	1 year	1 year
Building and Grounds Mechanic 2/C	Several	2½ years
Building and Grounds Mechanic 3/C		1 year
Engineering Drafter 2/C	2½ years	3 years
Engineering Drafter 3/C	1 year	**1½ years
Customer Service Representative 2/C	Experience	1½ years
Customer Service Representative 3/C	Experience	1 year
Customer Service Representative 2/C-P.T.	Experience	3 years
Customer Service Representative 3/C-P.T.	Experience	2 years
Accounting Clerk 3/C	Experience	1½ years
Accounting Clerk 2/C	Experience	2 years
Accounting Technician 3/C	Experience	1½ years
Accounting Technician 2/C	Experience	2½ years
Accounting Specialist 3/C	Experience	1½ years
Accounting Specialist 2/C	Experience	2½ years

\*See 1987\*56

\*\*See \*Exhibit M96 and 1998\*33

O. 1. The following shall apply to any returns or reassignment to a classification/position as permitted or required by Article IV thereof:

a. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such return or reassignment shall be permitted or required if the result would be that the employee would return or be reassigned to the TOC Bargaining Unit.

b. With respect to any such return or reassignment precluded by Article IV M paragraph 2 hereof, the employee shall be assigned to a classification within the TOC Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being assigned.

c. In all other cases, transfers/assignments to and from the TOC Bargaining Unit shall be subject to the limitations set forth in Exhibit M117.

## ARTICLE V

### WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective.(See 1969-10, 1973-27, 1977-M21, 1979-M51)

2. A Union Representative may at the option of the Union be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only

when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available.

The above provisions are not intended to prevent unclassified employees from performing their normal clerical recording and general office functions provided the performance of such work does not cause the elimination of any employee of the bargaining unit.

C. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified. When so assigned for periods of one hour or more, the employee shall be paid two pay steps above the employee's present pay or the starting rate in the higher classification, whichever of these two is the highest. If replacing a higher classification that is only one pay step higher, the employee shall be paid one pay step above the employee's present pay. If the employee previously was a regular occupant of the higher classification, the employee shall be paid the pay step of the pay group currently applicable to a person having service in the higher classification equal to the employee's former service in that classification. If replacing an unclassified employee for one hour or more, the employee shall receive two pay groups above the employee's present pay.

D. When the Company requires any employee to work at a point remote from such employee's normal headquarters, such employee shall be transported between the normal headquarters and the location of the work at the Company's expense and on Company time at the beginning and end of the job. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and, at the beginning of the next working day, from the normally designated headquarters to the temporary location, but such transportation is to be on the employee's own time. No transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employee, as additional wages, an amount of \$80.00 per day. (See +Exhibit M68 and 1987-M23)

E. An employee required to continue to work for a period of two hours or more beyond the scheduled quitting time shall be entitled to a meal furnished by the Company or a meal paid for by the Company and to an additional meal provided by the Company or meal paid for by the Company for each five hours worked thereafter.

An employee called out to work outside of the employees scheduled working hours, within the basic workweek, shall be entitled to a meal furnished by the Company or meal paid for by the Company for each five hours worked or meals missed if the call occurs within or runs through the following time periods:

5am to 9am

11am to 1pm

4pm to 7 pm

An employee called out for immediate duty outside of the employee's basic workweek shall be entitled to a meal furnished by the Company or a meal paid for by the Company after the first two hours, provided that the call occurs within or runs into the time periods described above, and another meal or meals provided by the Company or meal or meals paid for by the Company for every five hours thereafter. If the call does not occur within the time periods described above, the employee will be entitled to a meal provided by the Company or a meal paid for by the Company at five hours and every five hours thereafter.

An employee scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals within the time periods described above, thereby, shall be entitled to a meal provided by the Company or a meal paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as reasonably necessary to obtain and eat the meal. (See Exhibits M32 and 61)

If a shift or special schedule employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of the shift to be worked, and the job extends beyond the next normal meal within the time periods described above, the Company shall provide a meal provided by the Company or a meal paid for by the Company.

F. No regular full-time employee, except probationary employees, shall be laid off without two weeks' prior notice. This provision, however, shall not apply to discharges.

G. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental orders.

H. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will for a period of eighteen months after such reassignment protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at the rate of 50.5¢ (effective 7/1/08 58.5¢) per mile provided, however, if during the term of this Agreement, the Internal Revenue Service increases the "non-taxable" limitation for employees paid mileage allowance, the Company will adjust such 50.5¢ (effective 7/1/08 58.5¢) per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee's own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

I. The Company shall continue its present practice with respect to the replacement in kind of tools furnished by the employee and required for the employee's job, which are lost, worn out or broken while in use on Company property. The Company will replace tools that are stolen as a result of a break-in of a Company building provided the employee had properly secured the tools.

J. Whenever it is necessary to bring together for a period of more than one hour a group of four or more employees to work together as a crew at maintenance mechanic's work, and none of the group is a Chief Working Mechanic, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the group and shall be paid for the time when so in charge at the rate of a Working Foreman/Forewoman.

K. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company's estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

L. Employees affected shall be notified of standard procedures and practices, changes in equipment, and operating practices, all of which shall be made available to them.

ARTICLE VI

RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2008, shall, effective May 1, 2008, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2009 shall, effective May 1, 2009, be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2009 shall, effective November 1, 2009, be increased by .5%, and each step in the pay groups in effect prior to May 1, 2010 shall, effective May 1, 2010 be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2010 shall, effective November 1, 2010, be increased by .5%. Each employee shall move to the next pay step within the pay group applicable to the employee's classification as of the date on which the employee's length of service in the classification qualifies the employee for the next pay step.

Where an employee transfers from one job classification to another, if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one pay step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.



Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower pay group or to the employee's existing pay, whichever is lower.

## ARTICLE VII

### JOB SPECIFICATIONS

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between the committee of the Union and representatives of the Company appointed for that purpose.

## ARTICLE VIII

### VACATION - LEAVES OF ABSENCE

A. 1. During the term of this agreement, regular employees who have completed the following continuous years of service requirements shall be entitled to vacations in that calendar year as follows:

6 months' service on or before October 1	1 week
1 year's service on or before October 1	2 weeks
5 years' service on or before October 1	3 weeks
<u>10, 11, 12 years' service on or before October 1</u>	<u>16 days</u>
<u>13, 14 years' service on or before October 1</u>	<u>17 days</u>
15 years' service on or before October 1	4 weeks
22 years' service on or before October 1	5 weeks
30 years' service on or before October 1	6 weeks

2. Pay for each week of vacation shall be five days at the rate of eight hours of straight time. All vacations will be granted, so far as possible, in accordance with the desires of the employees in the order of their seniority. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it, otherwise they must be taken outside of the normal vacation period. The normal vacation period shall be between May 1 and September 1.

3. Employees may elect to take their vacations at any other time to suit their plans, provided that it is possible for them to do so without adversely affecting the operation of the Company's business.

4. Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervision and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the employee's vacation.

C. 1. Vacations will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if operating conditions permit.

2. Vacation schedules shall be established and posted on bulletin boards a reasonable time in advance of the normal vacation period. All changes or selections made after May 1, in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby. (See \*Exhibit M54 and \*Exhibit M125)

3. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

D. Reserved

E. Any employee who leaves the Company for any reason shall be granted a vacation if taken before the date of separation or given vacation pay if the employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that the employee shall work at least two weeks before the termination of the employee's employment with the Company. The vacations granted in these cases shall, for regular employees with more than six months of continuous employment, be one day (eight hours) for each completed month of employment, for



regular employees with five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for regular employees with 10, 11 or 12 years of continuous employment shall be 12.8 hours for each completed month of employment, for regular employees with 13 or 14 years of continuous employment shall be 13.6 hours for each completed month of employment, for regular employees with 15 years or more of continuous employment, shall be two days (sixteen hours) for each completed month of employment, for regular employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for regular employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of employment, starting in each case with the preceding July 1. If the employee elects to take a separation allowance the employee shall not be entitled to vacation provisions in addition thereto. In no case shall an employee who leaves the Company's employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

F. The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

G. (Reserved)

H. Payment for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit M82)

In cases involving compensable disability, the Company will for employees having at least six months of continuous service pay the difference between regular take-home pay and the amount received for compensation for the first four weeks of disability.

Payments beyond those above enumerated may be continued at the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

I. 1. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

2. An employee who is selected or appointed to serve as Business Manager for the Local Union shall after reasonable notice to the Company, be granted a leave of absence without pay during the employee's term of office and shall continue to accumulate seniority throughout the leave of absence. Upon termination of the employee's duties, the employee shall be reinstated in the employee's former position provided the employee is physically able to perform the work and it has not been eliminated. If the position has been eliminated, or the employee is physically unable to perform the work, the employee shall, by agreement with the Union, be placed in a classification for which the employee is qualified, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D, shall be applied. The number of employees on leave of absence for this purpose shall not at any time exceed one unless increased by mutual agreement. (See Exhibit 111)

3. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-M55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.

4. Regular employees who are members of the National Guard or Reserve Corps will be allowed up to four weeks' leave of absence without pay except as hereinafter provided for military duty. If such military duty is required of such members to maintain their status in the National Guard or Reserve Corps and such service is paid for by the Government, and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for each day while on military duty, but not in excess of ten days. (See Exhibit 47, 1971-M60, 1989-M7B and 2003-17)

5. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit M9 and 1981+M24)

6. Employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than five working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in other than normal working hours, provided that in cases of sickness in the family, payment for absence in excess of five days may be allowed at the discretion of the Company. Notification of the intended absence for this reason shall be given to the Supervisor as far in advance as possible. (See \*Exhibit M40 and 1969-44)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, seniority shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall

be deemed to have terminated. If leave of absence is extended by the Company, seniority shall continue to accumulate during such extended leave. (See 1975-16, 1983-18 and 1989-M17)

K. Mechanics employed on rotating shift, while so employed, shall be governed by the same working conditions and pay differential then in effect for other shift employees of the Company.

L. The Company may continue to use its present method of assigning employees of this bargaining unit to relieve Order Dispatchers, especially on vacation, sick time, holidays, and while absent during normal working hours.

TOC

ARTICLE IX

EMPLOYEE BENEFITS

A. (Reserved)

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 40 and 41, of the 2008 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 40 of the 2008 Memorandum of Agreement) the Disability Plan and the Savings Incentive Plan (subject to amendment to reflect Item 40 of the 2008 Memorandum of Agreement) as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

C. The Company shall not hire temporary employees if such hiring will result in the layoff of regular employees.

D. 1. No employee will receive a reduction in pay during the term of this contract by reason of layoff due to lack of work, if at the date of layoff, the employee has had ten or more years of continuous employment with the Company.

2. The Company shall have the right to transfer or reassign any employee during the term of this contract due to a layoff or lack of work situation, provided that the Company will not transfer or reassign such employee to a job classification which at the time of transfer has a greater rate of pay than the classification from which the employee is being transferred, excepting therefrom transfers or reassignments resulting in a greater rate of pay due to

the operation of the provisions of Article IX-D 3. Any such transfer or reassignment may be made without regard to any provisions of this Agreement other than the provisions of this Article IX-D.

3. Any transfer or reassignment under this Article IX-D shall be effected by the Company as set forth below and where such transfer or reassignment is to be made based upon consideration of seniority, health, ability, residence and other factors ("SHAROF"), the Company's decision shall be final after review of such decision with the Union President and Business Manager or an alternate in the absence of him:

a. The selection and placement of the employees to be transferred or reassigned from a non-automatic progression series classification shall be made by the Company on the basis of SHAROF. An employee transferred or reassigned pursuant to the provisions of this Article IX-D 3 a, shall be offered the classification from which the employee was transferred or reassigned if a vacancy arises in such classification and if such employee continues to be qualified and physically capable to fill such classification. Such classification shall be offered on the basis of seniority to those employees so transferred or reassigned.

b. 1) The selection of the employees to be transferred or reassigned from an automatic progression series classification shall be made ( a ) from the employees in the first-class level or higher solely on the basis of system-wide seniority where there are no second-class or third-class in progression below the first-class level, and ( b ) from the second-class or third-class in progression on the basis of SHAROF taking into account all such second-class or third-class and excluding employees in the first-class level or higher.

2) An employee, other than an employee in the first-class level or higher, to be transferred or reassigned from an automatic progression series classification shall be returned to the job classification, pay group and pay step from which such employee entered the automatic progression series classification. And, in the event there is no vacancy in the classification to which such employee is transferred or reassigned, the Company shall have the right to make a further transfer or reassignment of any employee in that classification pursuant to the

provisions of this paragraph ( b ) or paragraph ( a ) above, whichever is then applicable.

An employee to be transferred from an automatic progression series in the first-class level or higher with less than ten years' continuous employment with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine. However, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the automatic progression series.

An employee to be transferred from an automatic progression series in the first-class level or higher with ten or more years of continuous service with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine.

3) Any employee transferred or reassigned from any automatic progression series classification, below the first-class level and who meets the minimum qualifying standards for testing and who is not discharged pursuant to Article IX-D 3 b 4, shall be given a test to qualify for the next highest rating relating to such employee's then current classification. Such test opportunity shall not result in any delay in implementing such employee's transfer or reassignment under this Article IX-D. If the employee fails to so qualify, the employee shall be ineligible for future training in that craft except if the failure to qualify is for the first-class rating and is not the employee's second failure, the employee shall be eligible for future training in that craft and within six months to one year after reentry to that automatic progression classification, such employee shall be given a second qualifying test, failure of which shall result in the consequences set forth in Article IV-N 5 hereof.

4) Notwithstanding the foregoing, any employee to be transferred or reassigned from the second or third-class level in an automatic progression series classification under this Article IX-D 3 b, who had no prior classification because such employee was hired directly into the automatic progression series, may be discharged.

4. Any employee transferred or reassigned under this Article IX-D who at the time of such transfer or reassignment has been continuously in the employ of the Company for 10 years or more will not have a reduction in pay during the term of this Agreement by reason of such transfer or reassignment to a job below such employee's pay group and such employee will be entitled to any general increases applicable to such employee's retained pay group. All others so transferred or reassigned will be paid the rate of the job to which transferred or reassigned except as may otherwise be provided in this Article IX-D. (See ±Exhibit M43 and 1981-11)

5. The provisions of this Article IX-D shall not apply to employees transferred or reassigned because of physical disability.

E. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job represented by the Union that they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be reimbursed for the mileage allowance or moving expenses as described in Article V-H of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying the lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed on a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of

the general increase for the employee's compensation each year of the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX E will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See 1983-M6C and 1985-M37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.



<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

F. The Company agrees to continue in effect its present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan and Vision Care Plan except that such Plans will be amended in accordance with Item 40 of the 2008 Memorandum of Agreement.

G. The following shall apply to any transfer or reassignment to a classification/position as permitted by Article IX D hereof:

1. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such transfer or reassignment shall be effected if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

2. With respect to any such transfer or reassignment precluded by paragraph 1 above, the employee shall be assigned to a classification within the TOC Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being transferred or reassigned.

**ARTICLE X**  
**GRIEVANCES**

**A.** If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other relevant facts. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.

2. If the Supervisor's decision is not accepted in Step 1 (b), the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the month following the month in which the Supervisor's reply is received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a postponement is mutually agreed to, the grievance shall

automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

**A Joint Committee consisting of:**

- a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.
- b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this agreement, the employee shall be restored to the employee's former position and status without loss of pay.

C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

## ARTICLE XI

### MISCELLANEOUS

A. The following are the terms under which a cadet engineer's training program may be conducted by the Company.

1. The Union shall be notified of the names of each cadet engineer and the schedule of training to be followed by the cadet.

2. Such cadets may perform work normally performed by members of the TOC Bargaining Unit, provided that they do not replace anyone in the bargaining unit or deprive anyone in the bargaining unit of earnings.

3. When a cadet performs work normally performed by the TOC Bargaining Unit, an employee of the classification which would normally perform such work must be present to instruct the cadet.

4. The cadet must not act as a supervisor and shall be instructed to that effect.

5. The cadet shall not be given special privileges insofar as the cadet's working conditions are concerned.

6. The cadet shall join the Union during the period of the cadetship.

7. Wherever practicable, qualified persons within the TOC Bargaining Unit shall be given an opportunity to become cadet engineers.

8. Questions affecting cadet engineers shall not be processed through the normal grievance procedure. Any such questions shall be settled directly between Management and Union Representatives.

9. When an unclassified employee enters or re-enters the Cadet Engineering Program, the Company will provide a payment to the Union to cover the cost of the then current Union initiation fee and six months of Union dues, however, without any duplication thereof. In the event the Company extends the employee in the Cadet Engineering Program, the Company will provide the Union with an additional payment for Union dues for the extended period.

The Company will provide the Union with a letter as to any change in the status of an employee in the Cadet Engineering Program. The letter will be given in advance of any such change where practicable.

B. The “Supplemental Agreements” which are attached as appendices to the agreement are by reference considered to be part of this Agreement and reference herein to a year or an Exhibit such as “(See 1965+47)” or “(See Exhibit M32)” refers to the applicable Supplemental Agreement. Any other separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), which by their terms are currently applicable to this Agreement, are also considered to be part of the Supplemental Agreements and are by reference considered to be part of this Agreement, subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

C. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be a part of this Agreement.

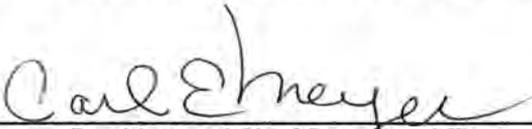
## ARTICLE XII

### PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2008, and shall remain in full force and effect until and including April 30, 2011, and thereafter shall be considered renewed for periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2011, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however, that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965\*13)

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2008 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

By   
President and Chief Operating Officer

TOC

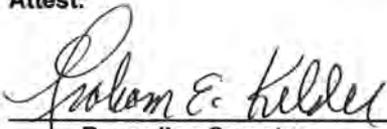
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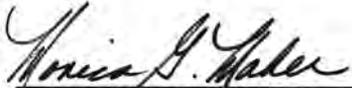
  
Vice-President, Human Resources

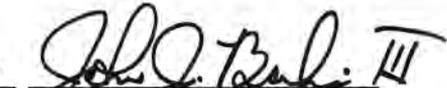
**LOCAL UNION 320  
OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(A.F. OF L.-C.I.O.)**

By   
President and Business Manager

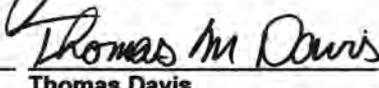
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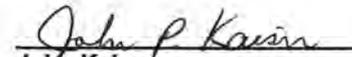
  
Recording Secretary

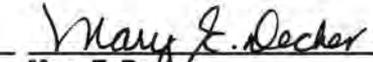
  
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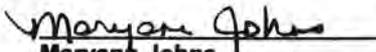
  
 John J. Barbi, III

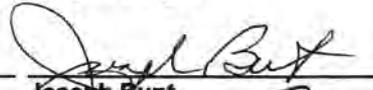
  
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 Thomas Davis

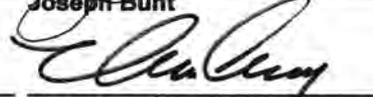
  
 John Kaiser

  
 Mary E. Decker

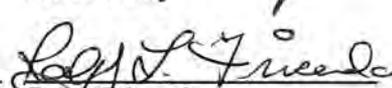
  
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 Joseph Bunt

  
 Michael Fasolino

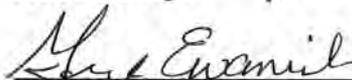
  
 Kevin Casey

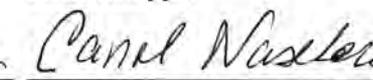
  
 Duane Stoddard

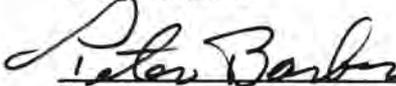
  
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 Fred DeGeorge

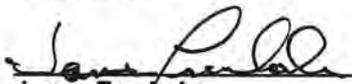
  
 Eric Holsopple

  
 George Ewanich

  
 Carol Naselow

  
 Peter Barber

  
 Richard Sherburne

  
 James Trenholm

2008 - 2011

**PART-TIME (PT)  
AGREEMENT BETWEEN**

**CENTRAL HUDSON GAS & ELECTRIC  
CORPORATION**

(hereinafter called the Company)

and

**LOCAL UNION 320 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS A.F. OF L.-C.I.O.**

(hereinafter called the Union)

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this



Agreement, whichever is later (“Open Period”). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

## ARTICLE I

### REPRESENTATION AND RECOGNITION

A. The Union represents that it has been chosen as the bargaining agent by a majority of all the employees employed by the Company in the schedule of Job Classifications attached hereto excluding supervisory employees and employees on the unclassified payroll of the Company and employees covered by Contract with other unions, and the Union is hereby recognized by the Company as the exclusive bargaining agent for all the employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment, said bargaining unit is herein called the “Bargaining Unit” or “Part-Time Bargaining Unit” or “PT” Bargaining Unit. The Company and Local 320 of the I.B.E.W. also have entered into another collective bargaining agreement, dated May 1, 2008, covering certain classifications of clerical employees, Mechanics and Maintenance Workers, herein called the “Technical, Office and Clerical Bargaining Unit” or the “TOC” Bargaining Unit. The Company and Local 320 of the I.B.E.W. (“Local 320”) also have entered into a collective bargaining agreement dated May 1, 2008, covering certain classified employees of the Company employed in the transmission and distribution of gas and electricity and is herein called the “Transmission and Distribution Bargaining Unit” or the “T&D” Bargaining Unit.

B. A list of the job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all those employees in the Bargaining Unit represented by the Union who are members in good standing in the Union as of May 1, 2008, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of Union dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

ARTICLE II

UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.



C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities which shall interfere with the performance of work shall be carried on during working time without the consent of the Company.

D. All employees within the PT Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or who hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing. All persons hereafter hired for job classifications within the PT Bargaining Unit or transferred to job classifications within the PT Bargaining Unit, shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of their employment or transfer, or no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the PT Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the PT Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the PT Bargaining Unit, the TOC Bargaining Unit or the T&D Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the PT Bargaining Unit only if the employee reinstates the employee's membership in the Union.

E. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

F. The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

G. The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

### ARTICLE III

#### HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The employees covered hereby are special schedule employees, the character of whose work requires specially scheduled hours. Such employees may be placed on special schedule not to exceed forty (40) hours per week.

3. There shall be two regularly scheduled days off in each payroll week which need not, however, be consecutive. Neither of these days shall be considered as part of the basic workweek.

4. For employees whose basic workweek consists of forty (40) hours, overtime shall be paid at the rate of one and one-half (1½) times for all hours worked in excess of eight (8) hours per day, with the exception of overtime work on the regularly scheduled days off (See Section C) or on a holiday (See Section B). Subject to Article VIII C, employees whose basic workday consists of less than eight (8) hours per day shall be paid at the rate of straight time for all hours worked up to eight (8) hours per day and at the rate of one and one-half (1½) times for overtime in excess of eight (8) hours per day, or work on their regularly scheduled days off, with the exception of certain overtime worked on regularly scheduled days off (See Section C) or on a holiday (See Section B). Notwithstanding the foregoing, double time shall be paid for time worked in excess of sixteen (16) consecutive hours, except as may be otherwise provided in Article III-F hereof.



**B. The following days during the contract year shall be observed as holidays:**

**Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
The Day After Thanksgiving  
The Day Before Christmas  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day  
and President's Day**

If a holiday falls on an employee's regularly scheduled working day, the employee shall be given the day off with pay. If the employee works on a holiday, the employee shall receive time and one-half for the hours actually worked in addition to holiday pay as provided. All holidays falling on Sunday shall be treated as though falling on the succeeding Monday and all holidays falling on Saturday shall be treated as though falling on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday. Holiday pay shall be computed at straight time or one-fifth of the regularly scheduled weekly hours of the employees.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment or immediately preceding any index to this Agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the

employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in this Article III B and further provided such two floating holidays cannot be taken consecutively.

Employees called out in an emergency will receive overtime pay at the applicable rates for all time worked in addition to the holiday pay, but the minimum time paid for such emergency work shall be three hours at the applicable overtime rate.

C. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday and at time and one-half for work on the other regularly scheduled day off in that calendar week. Employees regularly scheduled to work on Sunday in any calendar week shall receive time and one-half for work on the first regularly scheduled day off and double time for work on the second regularly scheduled day off in that calendar week.

D. Overtime shall be distributed equitably among qualified employees if they are available, having regard, however, to the special type of work to be performed during such overtime.

E. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

F. Any employee required to work 16 or more consecutive hours shall be allowed a rest period of 8 hours after the termination of said work. If this rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off. An employee who works overtime between the seventh and fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be



entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic work period at the beginning of the next scheduled basic work period. However, the Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

G. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety (90) minutes or less prior to the beginning of the employee's scheduled workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. (See 1971-3)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is immediately before or after the scheduled workday within the basic workweek such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the scheduled workday within the basic workweek immediately preceding the day on which the job was to have been done.

H. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the applicable rate.

I. If on any one or more of the regularly scheduled workdays within an employee's basic five-day workweek, the employee's regularly scheduled hours of work are changed and notice of less than forty-eight hours is given prior to the time the employee starts work under the new schedule of hours for which

only straight time is to be paid, the employee shall be given four hours' pay at straight time at the employee's own regular rate in addition to the employee's regular pay except, however, that in the case of employees assigned to relief duty they shall be entitled to such additional payment only if they are given less than twenty-four hours' notice of change of schedule if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the Company's control. This section shall not apply to employees occasionally assigned to chauffeur duty while so assigned.

J. Employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of 5% of Pay Group 19.1 per hour effective May 1, 2008, and effective May 1, 2009, 5% of Pay Group 19.1 per hour and, effective November 1, 2009, 5% of Pay Group 19.1 per hour and effective May 1, 2010, 5% of Pay Group 19.1 per hour and effective November 1, 2010, 5% of Pay Group 19.1 per hour for the total basic hours worked; except that with respect to Cleaning Workers such night differential shall be applicable only to those Cleaning Workers who were in that position on July 1, 1985. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-M7)

#### ARTICLE IV

##### SERVICE IN PROMOTION, TRANSFER, LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers AFL-CIO shall be known as "service"; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit such continuous prior employment in any capacity shall be included in that employee's service. Other factors being equal, the Company in considering promotions, transfers, layoffs, or reemployment will give first consideration to length of service.

**B.** Consideration as to length of service shall not, however, apply to seasonal employees or, except as otherwise specifically provided herein, to employees previously employed by the Company and now in the services of the United States or on leave of absence who return to work.

**C.** When an employee is to be temporarily or permanently transferred within the employee's classification, or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local or an alternate in his/her absence, and in selecting the person to be transferred shall give consideration to seniority, health, ability, residence, individual preferences of employees and similar considerations; however, the Company's decision as to who shall be transferred shall be final.

**D.** Lists showing service shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within ten days of their employment. (See 1979-48 and 1981-M21)

**E.** 1. Service shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine or on leave of absence for which such employee would have been entitled if working at the time, such employee shall, upon return from such service or leave of absence be placed in the higher classification provided that such employee is able to perform the work, and the employee with the least service in that classification shall be returned to the lower classification from which the employee came.

**F.** Where a vacancy exists in any "full-time" classification covered by the TOC Bargaining Unit or the T&D Bargaining Unit, any employee covered by this Agreement may make application therefore (see Exhibit 24) to Human Resources setting forth his or her qualifications; however, employees' applications, returns or reassignments, will be subject to the provisions of Article IV of the "Full-time" Agreement under which they make application. (See Exhibit M117).

ARTICLE V

WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective. (See 1969-10, 1973-27, 1977-M21 and 1979-M51)

2. A Union Representative may at the option of the Union be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available.

The above provisions are not intended to prevent unclassified employees from performing their normal clerical recording and general office functions provided the performance of such work does not cause the elimination of any employee of the bargaining unit.

C. 1. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified. When so assigned for periods of one hour or more, the employee shall be paid two pay steps above the employee's present pay or the starting rate in the higher classification, whichever of these two is the highest. If replacing a higher classification that is only one pay step higher, the employee shall be paid one pay step above the employee's



present pay. If the employee previously was a regular occupant of the higher classification, the employee shall be paid the pay step of the pay group currently applicable to a person having service in the higher classification equal to the employee's former service in that classification. If replacing an unclassified employee for one hour or more, the employee shall receive two pay groups above the employee's present pay.

2. When the Company requires any employee to work at a point remote from such employee's normal headquarters, such employee shall be transported between the normal headquarters and the location of the work at the Company's expense and on Company time at the beginning and end of the job. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and, at the beginning of the next workday, from the normally designated headquarters to the temporary location, but such transportation is to be on the employee's own time. No transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employees, as additional wages, an amount of \$80.00 per day. (See 1987-M23)

D. An employee required to continue to work for a period of two hours or more beyond the scheduled quitting time shall be entitled to a meal furnished by the Company or a meal paid for by the Company and to an additional meal provided by the Company or meal paid for by the Company for each five hours worked thereafter.

An employee called out to work outside of the employees scheduled working hours, within the basic workweek, shall be entitled to a meal furnished by the Company or meal paid for by the Company for each five hours worked or meals missed if the call occurs within or runs through the following time periods:

5am to 9am

11am to 1pm

4pm to 7 pm

An employee called out for immediate duty outside of the employee's basic workweek shall be entitled to a meal furnished by the Company or a meal paid for by the Company after the first two hours, provided that the call occurs within or

runs into the time periods described above, and another meal or meals provided by the Company or meal or meals paid for by the Company for every five hours thereafter. If the call does not occur within the time periods described above, the employee will be entitled to a meal provided by the Company or a meal paid for by the Company at five hours and every five hours thereafter.

An employee scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals within the time periods described above, thereby, shall be entitled to a meal provided by the Company or a meal paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as reasonably necessary to obtain and eat the meal. (See Exhibits M32 and M61)

If a shift or special schedule employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of the shift to be worked, and the job extends beyond the next normal meal within the time periods described above, the Company shall provide a meal provided by the Company or a meal paid for by the Company.

E. No regular employee, except probationary employees, shall be laid off without at least two weeks' prior notice. This provision, however, shall not apply to discharges.

F. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental order.

G. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will for a period of eighteen months after such reassignment protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at the rate of 50.5¢ (effective 7/1/08 58.5¢) per mile provided,

however, if during the term of this Agreement, the Internal Revenue Service increases the “non-taxable” limitation for employees paid mileage allowance, the Company will adjust such 50.5¢ (effective 7/1/08 58.5¢) per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee’s own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

H. (Reserved)

I. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company’s estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

## ARTICLE VI

### RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2008, shall, effective May 1, 2008, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2009 shall, effective May 1, 2009, be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2009 shall, effective November 1, 2009, be increased by .5%, and each step in the pay groups in effect prior to May 1, 2010 shall, effective May 1, 2010 be increased by 3.5%, and each step in the pay groups in effect prior to November 1, 2010 shall, effective November 1, 2010, be increased by .5%. Each employee shall move to the next pay step within the pay group applicable to the employee’s classification as of the date on which the employee’s length of service in the classification qualifies the employee for the next pay step.  
(See 1985 M\*33)

Where an employee transfers from one job classification to another, if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.

Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower group or to the employee's existing pay, whichever is lower.



**ARTICLE VII**

**JOB SPECIFICATIONS**

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between a committee of the Union and representatives of the Company appointed for that purpose.

**ARTICLE VIII**

**VACATIONS - LEAVES OF ABSENCE**

**A.** During the term of this agreement, regular employees whose basic workweek consists of forty (40) hours and who have completed one year or more of continuous service on or before October 1 shall be entitled to two weeks' vacation in that calendar year with ten days' pay of eight hours each and such employees who have completed six months but less than one year of continuous service on or before October 1 shall be entitled to one week's vacation in that calendar year with five days of eight hours each. Such employees who will have attained five years or more

of continuous service on or before October 1 shall be entitled to three weeks' vacation in that calendar year. Such employees who have completed 10, 11, or 12 years' of service on or before October 1 shall be entitled to 16 days' vacation in that calendar year. Such employees who have completed 13 or 14 years' of service on or before October 1 shall be entitled to 17 days' vacation in that calendar year. Such employees who have completed 15 years of continuous employment on or before October 1 shall be entitled to four weeks' vacation in that calendar year. Such employees who will have completed twenty-two years of continuous employment on or before October 1 shall be entitled to five weeks' vacation in that calendar year. Such employees who will have completed thirty years of continuous employment on or before October 1 shall be entitled to six weeks' vacation in that calendar year.

Pay for each week of vacation shall be for five days at the rate of straight time for one-fifth of the regularly scheduled weekly hours. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it. Otherwise they must be taken outside of the normal vacation period. Vacation schedules shall be established a reasonable time in advance of the normal vacation period. On selections made before May 1 in any year, service shall govern the choice of vacations except where operating conditions do not permit such selection. All changes or selections made after May 1 in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby. Employees whose basic workweek consists of less than forty (40) hours will receive such proportion of the vacation pay above specified as the number of their regularly scheduled hours of work in each week bears to 40 hours. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervisor and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed on one of the employee's regularly scheduled workdays and within the employee's basic workweek while on vacation, such employee shall be entitled to an additional day off with pay which shall be taken at the beginning or end of the vacation unless otherwise arranged with the employee's supervisor.

The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

C. For Group A employees whose basic workday consists of less than eight hours per day, in any week in which one or more days are not worked because of vacation or jury duty, overtime shall commence after the employee has worked time in excess of eight hours per day, counting as worked for this purpose the hours regularly scheduled on the vacation days and on any holiday occurring during said week.

D. Except for the third, fourth or fifth week of vacations, vacations will normally be taken within a single period. If an employee desires to separate vacation into periods of not less than one day, application should be made to the Division Manager, and the request will be approved where schedules permit. The normal vacation period shall be between May 1 and September 1, but employees may elect to take their vacations at any other time to suit their plans provided it is possible for them to do so without adversely affecting the operation of the Company's business.

E. Reserved



F. An employee who leaves the Company for any reason shall be granted a vacation if taken before the day of separation or given vacation pay if such employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. The vacations granted in these cases shall, for regular employees whose basic workweek consists of forty (40) hours and who have more than six months of continuous employment, be one day with pay (eight hours) for each completed month of employment, for such employees who have five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for such employees with 10, 11 or 12 years of continuous employment shall be 12.8 hours for each completed month of employment, for such employees with 13 or 14 years of continuous employment shall be 13.6 hours for each completed month of employment, for such employees with 15 years or more of continuous employment, shall be two days (sixteen hours) for each completed month of employment, for such employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of employment, starting in each case with the preceding July 1. Employees whose basic workweek consists of less than forty (40) hours shall receive prorated pay based on their regular weekly hours of work.

By “proper notice” is meant that the employee shall have informed the Company sufficiently in advance so that such employee shall work at least two weeks before the termination of service with the Company. An employee who elects to take a separation allowance shall not be entitled to vacation provision in addition thereto. In no case shall an employee who leaves the Company’s employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

G. Group B employees include all employees covered by this unit in job classification numbers 138.6 and 139.1. Group A employees shall include all other part-time employees covered by this unit.

H. Payment for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit M82)

In cases involving compensable disability, the Company will for Group A employees having at least six months of continuous service, pay the difference between regular take-home pay and the amount received for compensation for the first four weeks of disability.

Payments beyond those above enumerated may be continued at the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

I. 1. Group A employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than five working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in other than normal working hours, provided that in cases of sickness in the family, payment for absence in excess of five days may be allowed at the discretion of the Company. Notification of intended absence for this reason shall be given to the Supervisor as far in advance as possible. Each of such five working days may be taken in increments of not less than two hours.

2. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-M55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.



3. Members of the National Guard or Reserve Corps will be allowed four weeks' leave of absence without pay for military duties. If such military duty is required by law and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for up to two weeks of such leave period, but this provision shall not apply to military service required in any organization which the employee has joined voluntarily. (See Exhibit 47, 1971-M60, 1989-M7B and 2003-17)

4. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit M9 and 1981+M24)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, service shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall be deemed to have terminated. If leave of absence is extended by the Company, service shall continue to accumulate during such extended leave. (See 1975-16 and 1983-18)

K. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose. (See Exhibit 111)

## ARTICLE IX

## EMPLOYEE BENEFITS

A. For the duration of this agreement, but without commitment or liability thereafter, regular employees, other than employees placed on pension, who have completed one year or more of continuous service and who are laid off for lack of work shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obligated to rehire such employee, anything herein to the contrary notwithstanding.

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 40 and 41 of the 2008 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 40 of the 2008 Memorandum of Agreement), the Disability Plan, and the Savings Incentive Plan (subject to Amendment to reflect Item 40 of the 2008 Memorandum of Agreement) as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

C. The Company agrees to continue in effect the present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan, and Vision Care Plan except that such plans will be amended in accordance with Item 40 of the 2008 Memorandum of Agreement.

D. The Company shall not hire temporary employees if such hiring will result in the layoff of regular, including part-time, employees.

E. No employee, who at any given time has been continuously in the employ of the Company for ten years or more will be reduced in pay during the term of this contract by reason of layoff or demotion due to lack of work.

F. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job represented by the Union that they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be reimbursed for the mileage allowance or moving expenses as described in Article V-G of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying a lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan, and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed in a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of the general increase for the employee's compensation each year of the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX F will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See ±Exhibit M43, 1983-M6C and 1985-M37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.

<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

**ARTICLE X**

**GRIEVANCES**

A. If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other relevant factors. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.



2. If the Supervisor's decision is not accepted in Step 1 b., the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the month following the month in which the Supervisor's reply is received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a postponement is mutually agreed to, the grievance shall automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

A Joint Committee consisting of:

- a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.

b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this Agreement, the employee shall be restored to the employee's former position and status without loss of pay.

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C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

## ARTICLE XI

### MISCELLANEOUS

A. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be part of this Agreement.

B. Those separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), collectively called "Supplemental Agreements", which by their terms are currently applicable to this Agreement, are by reference considered to be part of this Agreement subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

ARTICLE XII  
PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2008, and shall remain in full force and effect until and including April 30, 2011, and thereafter shall be considered renewed for periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2011, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however, that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965\*13)

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2008 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By Carl E. Meyer  
President and Chief Operating Officer

Attest:

Thomas C. Brady  
Vice-President, Human Resources

LOCAL UNION 320 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, (AFL-CIO)

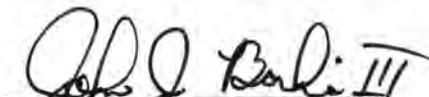
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President and Business Manager

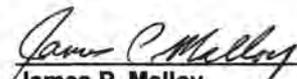
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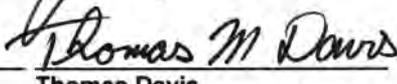
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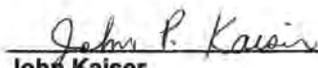
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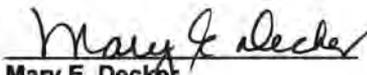
  
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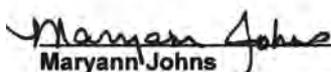
  
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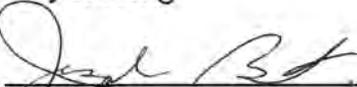
  
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 Thomas Davis

  
 John Kaiser

  
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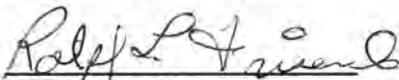
  
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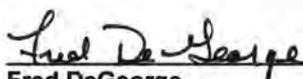
  
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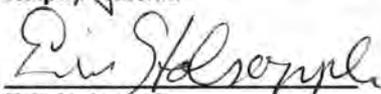
  
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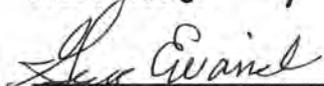
  
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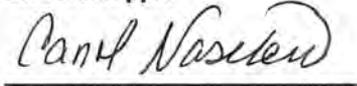
  
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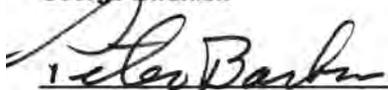
  
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 Fred DeGeorge

  
 Eric Holsopple

  
 George Ewanich

  
 Carol Naselow

  
 Peter Barber

  
 Richard Sherburne

  
 James Trenholm

**IBEW LOCAL 320  
ALPHABETICAL INDEX**

<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
*405.1†	6	Accounting Clerk 3/C	7/1/98
*405.2†	8**	Accounting Clerk 2/C	7/1/98
*405.3	10**	Accounting Clerk 1/C	7/1/98
*405.4†	9** ^	Accounting Technician 3/C	5/1/08
*405.5†	11** ^	Accounting Technician 2/C	5/1/08
*405.6	13.1** ^	Accounting Technician 1/C	5/1/08
*405.7†	13**	Accounting Specialist 3/C	7/1/98
*405.8	16**	Accounting Specialist 2/C	7/1/98
*405.9	18.1**	Accounting Specialist 1/C	7/1/98
*132.3	19**+	Automotive & Hydraulic Mechanic 1/C	7/1/98
*132.4†	16**	Automotive & Hydraulic Mechanic 2/C	7/1/98
*132.5†	13**	Automotive & Hydraulic Mechanic 3/C	7/1/98
*140.3	18**	Automotive & Hydraulic Partskeeper	7/1/98
*132.6	19**	Building & Grounds Mechanic 1/C	7/1/98
*132.7†	16**	Building & Grounds Mechanic 2/C	7/1/98
*133.4†	13	Building & Grounds Mechanic 3/C	7/1/98
*142.5	9††	Cafeteria Attendant	7/1/98
*142.4	14	Cafeteria Cook	7/1/98
*142.3	15	Cafeteria Service Supervisor	7/1/98
*132.8	16**	Chauffeur-Mechanic	7/1/98
+141.8	19.1*	Chief Construction Maint. Man/Woman	7/1/98
+125.0	21*	Chief Gas Mechanic	7/1/98
+124.0	21.1*	Chief Gas Mechanic Welder	7/1/98
+126.0	20*	Chief Gas Meter Repair Man/Woman	7/1/98
+123.0	20	Chief Gas Production Man/Woman	7/1/98
+106.0	19.1*	Chief Line Clearance Man/Woman	7/1/98
+132.0	21.1*	Chief Mechanic	7/1/98
+120.5	22*	Chief Plant Technician	7/1/98
+140.0	21*	Chief Storekeeper	7/1/98
+110.0	21.1*	Chief Tester	7/1/98
+131.6	21*	Chief Working Mechanic	7/1/98
*139.1	7††	Cleaning Worker	7/1/98
*406.1	9^oo	Clerical Assistant 1/C	5/1/08
*403.3	18**	Clerical Specialist	7/1/98
+207.2	19	Commercial Representative 1/C	7/1/98
+207.3†	16	Commercial Representative 2/C	7/1/98
+207.4	11^	Commercial Representative-Meter Reader	5/1/08

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<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
+207.6	15.1	Commercial Representative-Collector	7/1/98
+207.0	19.1	Commercial Representative-Special	7/1/98
+206.0	23	Commercial Specialist	7/1/98
+107.1	20.1	Communication Technician 1/C	7/1/98
+107.2†	17	Communication Technician 2/C	7/1/98
+107.3†	14	Communication Technician 3/C	7/1/98
*324.1	20**	Console Operator	7/1/98
+128.1	17.1	Construction Maint. Man/Woman 1/C	7/1/98
+128.2†	12	Construction Maint. Man/Woman 2/C	7/1/98
*350.0	17***^	Customer Service Representative - E.H.	5/1/08
*350.9	17.1***^	Customer Service Rep. – E.H. Bi-lingual	5/1/08
*350.1	16.1***^	Customer Service Representative 1/C	5/1/08
*350.8	17***^	Customer Service Rep. 1/C – Bi-lingual	5/1/08
*350.2†	12	Customer Service Representative 2/C	7/1/98
*350.3†	10	Customer Service Representative 3/C	7/1/98
*350.5	16.1***^	Customer Service Rep. 1/C - Part-Time	5/1/08
*350.6†	12	Customer Service Rep. 2/C - Part-Time	7/1/98
*350.7	10	Customer Service Rep. 3/C - Part-Time	7/1/98
*307.5	14**	Data Entry Operator A	7/1/98
*307.6	11**	Data Entry Operator B	7/1/98
*307.9†	7	Data Entry Operator-Trainee	7/1/98
*143.1	15**	District Courier	7/1/98
+207.1	21*	District Representative	7/1/98
+207.7	21*	District Representative-Special	7/1/98
*159.5	17**	Drafter	7/1/98
+133.1	19.1	Electrician 1/C	7/1/98
+133.2†	16	Electrician 2/C	7/1/98
+133.3†	13	Electrician 3/C	7/1/98
*159.1	21**	Engineering Drafter 1/C-Special	7/1/98
*159.2	20**	Engineering Drafter 1/C	7/1/98
*159.3†	18**	Engineering Drafter 2/C	7/1/98
*159.4†x	14	Engineering Drafter 3/C	7/1/98
+102.2†	13	Equipment Operator	7/1/98
+102.3	17	Equipment Operator-Dynamite Handler	7/1/98
+102.4	17	Equipment Operator-Special	7/1/98
*150.1	21**	Estimator 1/C	7/1/98
*150.2†	17	Estimator 2/C	7/1/98
*150.3†	13	Estimator 3/C	7/1/98
+156.0	18.1	Field Clerk/Storekeeper	7/1/98
*132.9	12**	Garage Helper	7/1/98
+125.1	19	Gas Mechanic 1/C	7/1/98
+125.2†	16	Gas Mechanic 2/C	7/1/98

**JOB CLASSIFICATIONS (Cont'd)**

**123**

<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
+125.3†	13	Gas Mechanic 3/C	7/1/98
+124.2	19.1	Gas Mechanic Welder 1/C	7/1/98
+124.3†	16	Gas Mechanic Welder 2/C	7/1/98
+124.4†	13	Gas Mechanic Welder 3/C	7/1/98
+126.1	18	Gas Meter Repairman/woman 1/C	7/1/98
+126.2	15	Gas Meter Repairman/woman 2/C	7/1/98
+126.3†	13	Gas Meter Repairman/woman 3/C	7/1/98
+123.1	17	Gas Production Man/Woman 1/C	7/1/98
+123.2	15	Gas Production Man/Woman 2/C	7/1/98
+119.4	12	Gatekeeper	7/1/98
+141.1	14	General Maintenance Man/Woman 1/C	7/1/98
+141.2	12	General Maintenance Man/Woman 2/C	7/1/98
*138.6	16	Head Cleaning Worker	7/1/98
*138.1	18**	Head Maintenance Worker	7/1/98
+114.3	17	Hydro Station Operator 1/C	7/1/98
+114.4†	13	Hydro Station Operator 2/C	7/1/98
*160.1	18**	Interdistrict Courier	7/1/98
*402.6	Fixed++	Junior Clerk	7/1/98
*324.4†	16	Junior Programming Assistant	7/1/98
+106.1	17.1	Line Clearance Man/Woman 1/C	7/1/98
+106.2†	13	Line Clearance Man/Woman 2/C	7/1/98
+101.1	Line	Lineman/Linewoman 1/C	7/1/98
+101.2†	16	Lineman/Linewoman 2/C	7/1/98
+101.3†	13	Lineman/Linewoman 3/C	7/1/98
*141.6	14**	Maintenance Worker 1/C	7/1/98
*141.7	12**	Maintenance Worker 2/C	7/1/98
+132.1	19.1	Mechanic 1/C	7/1/98
+132.2†	16	Mechanic 2/C	7/1/98
+133.0†	13	Mechanic 3/C	7/1/98
+154.1	19.1	Order Dispatcher 1/C	7/1/98
+154.3†	17	Order Dispatcher-Trainee	7/1/98
+118.7	12	Plant Helper	7/1/98
+120.6	20	Plant Technician 1/C	7/1/98
+120.7†	17	Plant Technician 2/C	7/1/98
+120.8†	14	Plant Technician 3/C	7/1/98
*324.3	19**	Programming Assistant	7/1/98
*324.5†	13	Programming Assistant-Trainee	7/1/98
+105.4	14	Protective Equipment Tester	7/1/98
*324.2	18	Record Control Clerk	7/1/98
+108.1	20.1	Relay Technician 1/C	7/1/98
+108.2†	17	Relay Technician 2/C	7/1/98

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<u>Job No.</u>	<u>Pay Group</u>	<u>Job Title</u>	<u>Date of Last Revision</u>
+108.3†	14	Relay Technician 3/C	7/1/98
+117.0	21*	Roving Chief Mechanic Operator	7/1/98
+117.1	19	Roving Mechanic Operator 1/C	7/1/98
+117.2†	16	Roving Mechanic Operator 2/C	7/1/98
+117.3†	13	Roving Mechanic Operator 3/C	7/1/98
+109.1	21	Service Worker A	5/1/03
+109.2†	17	Service Worker B	7/1/98
*403.0	21	Special Assistant - Accounting	7/1/98
+104.1	19.1	Splicer 1/C	7/1/98
+104.2†	16	Splicer 2/C	7/1/98
+104.3†	13	Splicer 3/C	7/1/98
+104.5	12	Splicer Helper	7/1/98
*325.1	16.1**	Stationery Storekeeper/Courier	7/1/98
*325.0	16**	Stationery Storeroom Clerk	7/1/98
+140.2	16	Stock Handler	7/1/98
+114.5	17	Substation Operator 1/C	7/1/98
+114.6†	13	Substation Operator 2/C	7/1/98
+208.1	21	Substation Technician 1/C	5/1/08
+208.2†	17	Substation Technician 2/C	5/1/08
+208.3†	14	Substation Technician 3/C	5/1/08
*157.4	13**	Telephone Representative	7/1/98
+105.1	19.1	Tester 1/C	7/1/98
+105.2	16	Tester 2/C	7/1/98
+105.3†	13	Tester 3/C	7/1/98
+110.1	19.1	Tester 1/C	7/1/98
+110.2†	16	Tester 2/C	7/1/98
+110.3†	13	Tester 3/C	7/1/98
+103.2	11	Utility Worker	7/1/98
+103.3	11***	Utility Worker (Project Trainee)	7/1/98
+131.2	21*	Working Foreman/Woman 2/C	7/1/98
+130.1	21.1*	Working Foreman/Woman 2/C (LES&T)	7/1/98

- \* Top Step Only
- \*\* Top Two Steps Only
- \*\*\* First Step Only
- † Job in Automatic Progression Series

†† Effective May 1, 2008, the pay level for the Cleaning Worker will be increased to \$11.54 per hour; effective May 1, 2009, it will be increased to \$11.94 per hour; effective November 1, 2009, it will be increased to \$12.00 per hour; effective May 1, 2010, it will be increased to \$12.42 per hour; and effective November 1, 2010, it will be increased to \$12.48 per hour. (see 1985-M\*33 and 2008-44)

Effective May 1, 2008, the pay level for the Cafeteria Attendant will be increased to \$12.06 per hour; effective May 1, 2009, it will be increased to \$12.48 per hour; effective November 1, 2009, it will be increased to \$12.54 per hour; effective May 1, 2010, it will be increased to \$12.98 per hour; and effective November 1, 2010, it will be increased to \$13.04 per hour. (see 1985-M\*33 and 2008-44)

oo Those Clerical Assistants 1/C hired prior to 5/1/08 or hired prior to 5/1/08 and transferred into such position prior to 5/1/09 who have been in the top pay step for such classification for a continuous period of 30 months shall be placed in Pay Group 12.0.

+ Symbol after pay group indicates those Automotive & Hydraulic Mechanics 1/C who have completed 36 continuous months in the top step first class level will be placed in Pay Group 19.1.

++ Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.

x See paragraphs 5 and 7 of Exhibit 96.

^ See 2008-34

+ Symbol before the job specification number denotes T&D Agreement.

\* Symbol before the job specification number denotes TOC Agreement.

**TRANSMISSION & DISTRIBUTION  
IBEW LOCAL 320 CONTRACT  
NUMERICAL INDEX**

<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
101.1	Line	Lineman/Linewoman 1/C	7/1/98
101.2†	16	Lineman/Linewoman 2/C	7/1/98
101.3†	13	Lineman/Linewoman 3/C	7/1/98
102.2†	13	Equipment Operator	7/1/98
102.3	17	Equipment Operator-Dynamite Handler	7/1/98
102.4	17	Equipment Operator-Special	7/1/98
103.2	11	Utility Worker	7/1/98
103.3	11***	Utility Worker (Project Trainee)	7/1/98
104.1	19.1	Splicer 1/C	7/1/98
104.2†	16	Splicer 2/C	7/1/98
104.3†	13	Splicer 3/C	7/1/98
104.5	12	Splicer Helper	7/1/98
105.1	19.1	Tester 1/C	7/1/98
105.2	16	Tester 2/C	7/1/98
105.3†	13	Tester 3/C	7/1/98
105.4	14	Protective Equipment Tester	7/1/98
106.0	19.1*	Chief Line Clearance Man/Woman	7/1/98
106.1	17.1	Line Clearance Man/Woman 1/C	7/1/98
106.2†	13	Line Clearance Man/Woman 2/C	7/1/98
107.1	20.1	Communication Technician 1/C	7/1/98
107.2†	17	Communication Technician 2/C	7/1/98
107.3†	14	Communication Technician 3/C	7/1/98
108.1	20.1	Relay Technician 1/C	7/1/98
108.2†	17	Relay Technician 2/C	7/1/98
108.3†	14	Relay Technician 3/C	7/1/98
109.1	21	Service Worker A	5/1/03
109.2†	17	Service Worker B	7/1/98
110.0	21.1*	Chief Tester	7/1/98
110.1	19.1	Tester 1/C	7/1/98
110.2†	16	Tester 2/C	7/1/98
110.3†	13	Tester 3/C	7/1/98
114.3	17	Hydro Station Operator 1/C	7/1/98
114.4†	13	Hydro Station Operator 2/C	7/1/98
114.5	17	Substation Operator 1/C	7/1/98
114.6†	13	Substation Operator 2/C	7/1/98
117.0	21*	Roving Chief Mechanic-Operator	7/1/98
117.1	19	Roving Mechanic Operator 1/C	7/1/98
117.2†	16	Roving Mechanic Operator 2/C	7/1/98

<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
117.3†	13	Roving Mechanic Operator 3/C	7/1/98
118.7	12	Plant Helper	7/1/98
119.4	12	Gatekeeper	7/1/98
120.5	22*	Chief Plant Technician	7/1/98
120.6	20	Plant Technician 1/C	7/1/98
120.7†	17	Plant Technician 2/C	7/1/98
120.8†	14	Plant Technician 3/C	7/1/98
123.0	20	Chief Gas Production Man/Woman	7/1/98
123.1	17	Gas Production Man/Woman 1/C	7/1/98
123.2	15	Gas Production Man/Woman 2/C	7/1/98
124.0	21.1*	Chief Gas Mechanic Welder	7/1/98
124.2	19.1	Gas Mechanic Welder 1/C	7/1/98
124.3†	16	Gas Mechanic Welder 2/C	7/1/98
124.4†	13	Gas Mechanic Welder 3/C	7/1/98
125.0	21*	Chief Gas Mechanic	7/1/98
125.1	19	Gas Mechanic 1/C	7/1/98
125.2†	16	Gas Mechanic 2/C	7/1/98
125.3†	13	Gas Mechanic 3/C	7/1/98
126.0	20*	Chief Gas Meter Repairman/Woman	7/1/98
126.1	18	Gas Meter Repairman/Woman 1/C	7/1/98
126.2	15	Gas Meter Repairman/Woman 2/C	7/1/98
126.3†	13	Gas Meter Repairman/Woman 3/C	7/1/98
128.1	17.1	Construction Maint. Man/Woman 1/C	7/1/98
128.2†	12	Construction Maint. Man/Woman 2/C	7/1/98
130.1	21.1*	Working Foreman/woman 2/C (LES&T)	7/1/98
131.2	21*	Working Foreman/Forewoman 2/C	7/1/98
132.0	21.1*	Chief Mechanic	7/1/98
132.1	19.1	Mechanic 1/C	7/1/98
132.2†	16	Mechanic 2/C	7/1/98
133.0†	13	Mechanic 3/C	7/1/98
133.1	19.1	Electrician 1/C	7/1/98
133.2†	16	Electrician 2/C	7/1/98
133.3†	13	Electrician 3/C	7/1/98
140.0	21*	Chief Storekeeper	7/1/98
140.2	16	Stock Handler	7/1/98
141.1	14	General Maintenance Man/Woman 1/C	7/1/98
141.2	12	General Maintenance Man/Woman 2/C	7/1/98
141.8	19.1*	Chief Construction Maint. Man/Woman	7/1/98
154.1	19.1	Order Dispatcher 1/C	7/1/98
154.3†	17	Order Dispatcher – Trainee	7/1/98
156.0	18.1	Field Clerk/Storekeeper	7/1/98
206.0	23	Commercial Specialist	7/1/98

<u>Job No.</u>	<u>Pay Group</u>	<u>Job Title</u>	<u>Date of Last Revision</u>
207.0	19.1	Commercial Representative-Special	7/1/98
207.1	21*	District Representative	7/1/98
207.2	19	Commercial Representative 1/C	7/1/98
207.3†	16	Commercial Representative 2/C	7/1/99
207.4	11^	Commercial Representative-Meter Reader	5/1/08
207.6	15.1	Commercial Representative-Collector	7/1/98
207.7	21*	District Representative-Special	7/1/98
+208.1	21	Substation Technician 1/C	5/1/08
+208.2†	17	Substation Technician 2/C	5/1/08
+208.3†	14	Substation Technician 3/C	5/1/08

\* Top Step Only

\*\*\* First Step Only

† Job in Automatic Progression Series

^ See 2008-34

**TECHNICAL, OFFICE AND CLERICAL  
IBEW LOCAL 320 CONTRACT**

**NUMERICAL INDEX**

<b>Job No.</b>	<b>Pay Group</b>	<b>Job Title</b>	<b>Date of Last Revision</b>
131.6	21*	Chief Working Mechanic	7/1/98
132.3	19***+	Automotive & Hydraulic Mechanic 1/C	7/1/98
132.4†	16**	Automotive & Hydraulic Mechanic 2/C	7/1/98
132.5†	13**	Automotive & Hydraulic Mechanic 3/C	7/1/98
132.6	19**	Building & Grounds Mechanic 1/C	7/1/98
132.7†	16**	Building & Grounds Mechanic 2/C	7/1/98
132.8	16**	Chauffeur-Mechanic	7/1/98
132.9	12**	Garage Helper	7/1/98
133.4†	13	Building & Grounds Mechanic 3/C	7/1/98
138.1	18**	Head Maintenance Worker	7/1/98
138.6	16	Head Cleaning Worker	5/1/08
140.3	18**	Automotive & Hydraulic Partskeeper	7/1/98
141.6	14**	Maintenance Worker 1/C	7/1/98
141.7	12**	Maintenance Worker 2/C	7/1/98
143.1	15**	District Courier	7/1/98
150.1	21**	Estimator 1/C	7/1/98
150.2†	17	Estimator 2/C	7/1/98
150.3†	13	Estimator 3/C	7/1/98
157.4	13**	Telephone Representative	7/1/98
159.1	21**	Engineering Drafter 1/C-Special	7/1/98
159.2	20**	Engineering Drafter 1/C	7/1/98
159.3†	18**	Engineering Drafter 2/C	7/1/98
159.4†x	14	Engineering Drafter 3/C	7/1/98
159.5	17**	Drafter	7/1/98
160.1	18**	Interdistrict Courier	7/1/98
307.5	14**	Data Entry Operator A	7/1/98
307.6	11**	Data Entry Operator B	7/1/98
307.9†	7	Data Entry Operator – Trainee	7/1/98
324.1	20**	Console Operator	7/1/98
324.2	18	Record Control Clerk	7/1/98
324.3	19**	Programming Assistant	7/1/98
324.4†	16	Junior Programming Assistant	7/1/98
324.5†	13	Programming Assistant Trainee	7/1/98
325.0	16**	Stationery Storeroom Clerk	7/1/98
325.1	16.1**	Stationery Storekeeper/Courier	7/1/98
350.0	17***^	Customer Service Representative – E.H.	5/1/08
350.1	16.1***^	Customer Service Representative 1/C	5/1/08
350.2†	12	Customer Service Representative 2/C	7/1/98

SECRET

Job No.	Pay Group	Job Title	Date of Last Revision
350.3†	10	Customer Service Representative 3/C	7/1/98
350.5	<u>16.1**^</u>	Customer Service Rep. 1/C - Part-Time	<u>5/1/08</u>
350.6†	12	Customer Service Rep. 2/C - Part-Time	7/1/98
350.7†	10	Customer Service Rep. 3/C - Part-Time	7/1/98
350.8	<u>17**^</u>	Customer Service Rep. 1/C - Bi-lingual	<u>5/1/08</u>
350.9	<u>17.1**^</u>	Customer Service Rep. E.H. - Bi-lingual	<u>5/1/08</u>
402.6	Fixed++	Junior Clerk	7/1/98
403.0	21	Special Assistant – Accounting	7/1/98
403.3	18**	Clerical Specialist	7/1/98
405.1†	6	Accounting Clerk 3/C	7/1/98
405.2†	8**	Accounting Clerk 2/C	7/1/98
405.3	10**	Accounting Clerk 1/C	7/1/98
405.4†	<u>9**^</u>	Accounting Technician 3/C	<u>5/1/08</u>
405.5†	<u>11**^</u>	Accounting Technician 2/C	<u>5/1/08</u>
405.6	<u>13.1**^</u>	Accounting Technician 1/C	<u>5/1/08</u>
405.7†	13**	Accounting Specialist 3/C	7/1/98
405.8†	16**	Accounting Specialist 2/C	7/1/98
405.9	18.1**	Accounting Specialist 1/C	7/1/98
406.1	<u>9oo^</u>	Clerical Assistant 1/C	<u>5/1/08</u>

PART - TIME

## IBEW LOCAL 320 CONTRACT

## NUMERICAL INDEX

Job No.	Pay Group	Job Title	Date of Last Revision
139.1	7††	Cleaning Worker	1/1/90
142.3	15	Cafeteria Service Supervisor	7/1/98
142.4	14	Cafeteria Cook	7/1/98
142.5	9††	Cafeteria Attendant	7/1/98

- \* Top Step Only
- \*\* Top Two Steps Only
- † Job in Automatic Progression Series
  
- †† Effective May 1, 2008, the pay level for the Cleaning Worker will be increased to \$11.54 per hour; effective May 1, 2009, it will be increased to \$11.94 per hour; effective November 1, 2009, it will be increased to \$12.00 per hour; effective May 1, 2010, it will be increased to \$12.42 per hour; and effective November 1, 2010, it will be increased to \$12.48 per hour. (see 1985-M\*33 and 2008-44)  
Effective May 1, 2008, the pay level for the Cafeteria Attendant will be increased to \$12.06 per hour; effective May 1, 2009, it will be increased to \$12.48 per hour; effective November 1, 2009, it will be increased to \$12.54 per hour; effective May 1, 2010, it will be increased to \$12.98 per hour; and effective November 1, 2010, it will be increased to \$13.04 per hour. (see 1985-M\*33 and 2008-44)
  
- oo Those Clerical Assistants 1/C hired prior to 5/1/08 or hired prior to 5/1/08 and transferred into such position prior to 5/1/09 who have been in the top pay step for such classification for a continuous period of 30 months shall be placed in Pay Group 12.0.
  
- + Symbol after Pay Group indicates those Automotive & Hydraulic Mechanics 1/C who have completed 36 continuous months in the top step first class level will be placed in Pay Group 19.1.
  
- ++ Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.
  
- x See paragraphs 5 and 7 of Exhibit 96.
  
- ^ See 2008-34

**- NOTES -**

PAY GROUPS AND RATES  
I. B. E. W. CONTRACT - 3. 5% - Effective May 1, 2008

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,701.60	1,788.00	1,858.80	1,964.40	49.11	8,512.40	102,148.80
	24	1,618.40	1,701.60	1,788.00	1,858.80	46.47	8,054.80	96,657.60
	23.1			1,738.80	1,825.60	45.64	7,910.93	94,931.20
	23	1,537.20	1,618.40	1,701.60	1,788.00	44.70	7,748.00	92,976.00
	22.1			1,655.60	1,738.80	43.47	7,534.80	90,417.60
	22	1,464.40	1,537.20	1,618.40	1,701.60	42.54	7,373.60	88,483.20
	21.1			1,558.40	1,655.60	41.39	7,174.27	86,091.20
	21	1,394.40	1,464.40	1,537.20	1,618.40	40.46	7,013.07	84,156.80
	20.1			1,502.00	1,558.40	38.96	6,753.07	81,036.80
	20	1,333.60	1,399.20	1,468.80	1,537.20	38.43	6,661.20	79,934.40
	19.1			1,430.80	1,502.00	37.55	6,508.67	78,104.00
	19	1,258.40	1,328.40	1,394.40	1,464.40	36.61	6,345.73	76,148.80
	18.1			1,361.60	1,430.80	35.77	6,200.13	74,401.60
	18	1,201.20	1,258.40	1,328.40	1,394.40	34.86	6,042.40	72,508.80
	17.1			1,293.60	1,361.60	34.04	5,900.27	70,803.20
	17	1,158.00	1,201.20	1,258.40	1,328.40	33.21	5,756.40	69,076.80
	16.1			1,230.00	1,293.60	32.34	5,605.60	67,267.20
	16	1,091.60	1,158.00	1,201.20	1,258.40	31.46	5,453.07	65,436.80
	15.1			1,183.20	1,227.60	30.69	5,319.60	63,835.20
	15	1,035.20	1,091.60	1,158.00	1,201.20	30.03	5,205.20	62,462.40
	14	995.20	1,035.20	1,091.60	1,158.00	28.95	5,018.00	60,216.00
	13.1			1,069.60	1,126.00	28.15	4,879.33	58,552.00
	13	934.00	995.20	1,035.20	1,091.60	27.29	4,730.27	56,763.20
	12	912.00	934.00	995.20	1,035.20	25.88	4,485.87	53,830.40
	11.1	879.20	922.80	966.40	1,015.60	25.39	4,400.93	52,811.20
	11	846.40	912.00	934.00	995.20	24.88	4,312.53	51,750.40
	10	806.80	846.40	912.00	934.00	23.35	4,047.33	48,568.00
	9	767.20	806.80	846.40	912.00	22.80	3,952.00	47,424.00
	8	732.80	767.20	806.80	846.40	21.16	3,667.73	44,012.80
	7	706.80	732.80	767.20	806.80	20.17	3,496.13	41,953.60
	6	679.60	706.80	732.80	767.20	19.18	3,324.53	39,894.40

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

	STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)	1,478.40	1,549.60	38.74	6,714.93	80,579.20
SERVICE WORKER A (HV)(21)	1,537.20	1,618.40	40.46	7,013.07	84,156.80
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,701.60	42.54	7,373.60	88,483.20

PAY

**PAY GROUPS AND RATES**  
**I. B. E. W. CONTRACT – 3.5% Effective May 1, 2009**

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,761.20	1,850.40	1,924.00	2,033.20	50.83	8,810.53	105,726.40
	24	1,675.20	1,761.20	1,850.40	1,924.00	48.10	8,337.33	100,048.00
	23.1			1,799.60	1,889.60	47.24	8,188.27	98,259.20
	23	1,591.20	1,675.20	1,761.20	1,850.40	46.26	8,018.40	96,220.80
	22.1			1,713.60	1,799.60	44.99	7,798.27	93,579.20
	22	1,515.60	1,591.20	1,675.20	1,761.20	44.03	7,631.87	91,582.40
	21.1			1,612.80	1,713.60	42.84	7,425.60	89,107.20
	21	1,443.20	1,515.60	1,591.20	1,675.20	41.88	7,259.20	87,110.40
	20.1			1,554.40	1,612.80	40.32	6,988.80	83,865.60
	20	1,380.40	1,448.00	1,520.40	1,591.20	39.78	6,895.20	82,742.40
	19.1			1,480.80	1,554.40	38.86	6,735.73	80,828.80
	19	1,302.40	1,374.80	1,443.20	1,515.60	37.89	6,567.60	78,811.20
	18.1			1,409.20	1,480.80	37.02	6,416.80	77,001.60
	18	1,243.20	1,302.40	1,374.80	1,443.20	36.08	6,253.87	75,046.40
	17.1			1,338.80	1,409.20	35.23	6,106.53	73,278.40
	17	1,198.40	1,243.20	1,302.40	1,374.80	34.37	5,957.47	71,489.60
	16.1			1,273.20	1,338.80	33.47	5,801.47	69,617.60
	16	1,130.00	1,198.40	1,243.20	1,302.40	32.56	5,643.73	67,724.80
	15.1			1,224.80	1,270.40	31.76	5,505.07	66,060.80
	15	1,071.60	1,130.00	1,198.40	1,243.20	31.08	5,387.20	64,646.40
	14	1,030.00	1,071.60	1,130.00	1,198.40	29.96	5,193.07	62,316.80
	13.1			1,107.20	1,165.60	29.14	5,050.93	60,611.20
	13	966.80	1,030.00	1,071.60	1,130.00	28.25	4,896.67	58,760.00
	12	944.00	966.80	1,030.00	1,071.60	26.79	4,643.60	55,723.20
	11.1	910.00	955.20	1,000.40	1,051.20	26.28	4,555.20	54,662.40
	11	876.00	944.00	966.80	1,030.00	25.75	4,463.33	53,560.00
	10	835.20	876.00	944.00	966.80	24.17	4,189.47	50,273.60
	9	794.00	835.20	876.00	944.00	23.60	4,090.67	49,088.00
	8	758.40	794.00	835.20	876.00	21.90	3,796.00	45,552.00
	7	731.60	758.40	794.00	835.20	20.88	3,619.20	43,430.40
	6	703.20	731.60	758.40	794.00	19.85	3,440.67	41,288.00

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

	STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)	1,530.00	1,604.00	40.10	6,950.67	83,408.00
SERVICE WORKER A (HV)(21)	1,591.20	1,675.20	41.88	7,259.20	87,110.40
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,761.20	44.03	7,631.87	91,582.40

PAY GROUPS AND RATES  
I. B. E. W. CONTRACT – .5% Effective November 1, 2009

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,770.00	1,859.60	1,933.60	2,043.20	51.08	8,853.87	106,246.40
	24	1,683.60	1,770.00	1,859.60	1,933.60	48.34	8,378.93	100,547.20
	23.1			1,808.40	1,899.20	47.48	8,229.87	98,758.40
	23	1,599.20	1,683.60	1,770.00	1,859.60	46.49	8,058.27	96,699.20
	22.1			1,722.00	1,808.40	45.21	7,836.40	94,036.80
	22	1,523.20	1,599.20	1,683.60	1,770.00	44.25	7,670.00	92,040.00
	21.1			1,620.80	1,722.00	43.05	7,462.00	89,544.00
	21	1,450.40	1,523.20	1,599.20	1,683.60	42.09	7,295.60	87,547.20
	20.1			1,562.00	1,620.80	40.52	7,023.47	84,281.60
	20	1,387.20	1,455.20	1,528.00	1,599.20	39.98	6,929.87	83,158.40
	19.1			1,488.40	1,562.00	39.05	6,768.67	81,224.00
	19	1,308.80	1,381.60	1,450.40	1,523.20	38.08	6,600.53	79,206.40
	18.1			1,416.40	1,488.40	37.21	6,449.73	77,396.80
	18	1,249.60	1,308.80	1,381.60	1,450.40	36.26	6,285.07	75,420.80
	17.1			1,345.60	1,416.40	35.41	6,137.73	73,652.80
	17	1,204.40	1,249.60	1,308.80	1,381.60	34.54	5,986.93	71,843.20
	16.1			1,279.60	1,345.60	33.64	5,830.93	69,971.20
	16	1,135.60	1,204.40	1,249.60	1,308.80	32.72	5,671.47	68,057.60
	15.1			1,230.80	1,276.80	31.92	5,532.80	66,393.60
	15	1,076.80	1,135.60	1,204.40	1,249.60	31.24	5,414.93	64,979.20
	14	1,035.20	1,076.80	1,135.60	1,204.40	30.11	5,219.07	62,628.80
	13.1			1,112.80	1,171.60	29.29	5,076.93	60,923.20
	13	971.60	1,035.20	1,076.80	1,135.60	28.39	4,920.93	59,051.20
	12	948.80	971.60	1,035.20	1,076.80	26.92	4,666.13	55,993.60
	11.1	914.40	960.00	1,005.60	1,056.40	26.41	4,577.73	54,932.80
	11	880.40	948.80	971.60	1,035.20	25.88	4,485.87	53,830.40
	10	839.20	880.40	948.80	971.60	24.29	4,210.27	50,523.20
	9	798.00	839.20	880.40	948.80	23.72	4,111.47	49,337.60
	8	762.00	798.00	839.20	880.40	22.01	3,815.07	45,780.80
	7	735.20	762.00	798.00	839.20	20.98	3,636.53	43,638.40
	6	706.80	735.20	762.00	798.00	19.95	3,458.00	41,496.00

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

	STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)	1,537.60	1,612.00	40.30	6,985.33	83,824.00
SERVICE WORKER A (HV)(21)	1,599.20	1,683.60	42.09	7,295.60	87,547.20
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,770.00	44.25	7,670.00	92,040.00

PAY

**PAY GROUPS AND RATES**  
**I. B. E. W. CONTRACT - 3.5% Effective May 1, 2010**

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,832.00	1,924.80	2,001.20	2,114.80	52.87	9,164.13	109,969.60
	24	1,742.40	1,832.00	1,924.80	2,001.20	50.03	8,671.87	104,062.40
	23.1			1,871.60	1,965.60	49.14	8,517.60	102,211.20
-----								
	23	1,655.20	1,742.40	1,832.00	1,924.80	48.12	8,340.80	100,089.60
	22.1			1,782.40	1,871.60	46.79	8,110.27	97,323.20
	22	1,576.40	1,655.20	1,742.40	1,832.00	45.80	7,938.67	95,264.00
-----								
	21.1			1,677.60	1,782.40	44.56	7,723.73	92,684.80
	21	1,501.20	1,576.40	1,655.20	1,742.40	43.56	7,550.40	90,604.80
	20.1			1,616.80	1,677.60	41.94	7,269.60	87,235.20
-----								
	20	1,435.60	1,506.00	1,581.60	1,655.20	41.38	7,172.53	86,070.40
	19.1			1,540.40	1,616.80	40.42	7,006.13	84,073.60
	19	1,354.80	1,430.00	1,501.20	1,576.40	39.41	6,831.07	81,972.80
-----								
	18.1			1,466.00	1,540.40	38.51	6,675.07	80,100.80
	18	1,293.20	1,354.80	1,430.00	1,501.20	37.53	6,505.20	78,062.40
	17.1			1,392.80	1,466.00	36.65	6,352.67	76,232.00
-----								
	17	1,246.40	1,293.20	1,354.80	1,430.00	35.75	6,196.67	74,360.00
	16.1			1,324.40	1,392.80	34.82	6,035.47	72,425.60
	16	1,175.20	1,246.40	1,293.20	1,354.80	33.87	5,870.80	70,449.60
	15.1			1,274.00	1,321.60	33.04	5,726.93	68,723.20
-----								
	15	1,114.40	1,175.20	1,246.40	1,293.20	32.33	5,603.87	67,246.40
	14	1,071.60	1,114.40	1,175.20	1,246.40	31.16	5,401.07	64,812.80
	13.1			1,151.60	1,212.80	30.32	5,255.47	63,065.60
-----								
	13	1,005.60	1,071.60	1,114.40	1,175.20	29.38	5,092.53	61,110.40
	12	982.00	1,005.60	1,071.60	1,114.40	27.86	4,829.07	57,948.80
	11.1	946.40	993.60	1,040.80	1,093.20	27.33	4,737.20	56,846.40
-----								
	11	911.20	982.00	1,005.60	1,071.60	26.79	4,643.60	55,723.20
	10	868.40	911.20	982.00	1,005.60	25.14	4,357.60	52,291.20
	9	826.00	868.40	911.20	982.00	24.55	4,255.33	51,064.00
-----								
	8	788.80	826.00	868.40	911.20	22.78	3,948.53	47,382.40
	7	760.80	788.80	826.00	868.40	21.71	3,763.07	45,156.80
	6	731.60	760.80	788.80	826.00	20.65	3,579.33	42,952.00

## \*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

	STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)	1,591.60	1,668.40	41.71	7,229.73	86,756.80
SERVICE WORKER A (HV)(21)	1,655.20	1,742.40	43.56	7,550.40	90,604.80
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,832.00	45.80	7,938.67	95,264.00

PAY GROUPS AND RATES  
I. B. E. W. CONTRACT - .5% Effective November 1, 2010

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,841.20	1,934.40	2,011.20	2,125.20	53.13	9,209.20	110,510.40
	24	1,751.20	1,841.20	1,934.40	2,011.20	50.28	8,715.20	104,582.40
	23.1			1,880.80	1,975.60	49.39	8,560.93	102,731.20
	23	1,663.60	1,751.20	1,841.20	1,934.40	48.36	8,382.40	100,588.80
	22.1			1,791.20	1,880.80	47.02	8,150.13	97,801.60
	22	1,584.40	1,663.60	1,751.20	1,841.20	46.03	7,978.53	95,742.40
	21.1			1,686.00	1,791.20	44.78	7,761.87	93,142.40
	21	1,508.80	1,584.40	1,663.60	1,751.20	43.78	7,588.53	91,062.40
	20.1			1,624.80	1,686.00	42.15	7,306.00	87,672.00
	20	1,442.80	1,513.60	1,589.60	1,663.60	41.59	7,208.93	86,507.20
	19.1			1,548.00	1,624.80	40.62	7,040.80	84,489.60
	19	1,361.60	1,437.20	1,508.80	1,584.40	39.61	6,865.73	82,388.80
	18.1			1,473.20	1,548.00	38.70	6,708.00	80,496.00
	18	1,299.60	1,361.60	1,437.20	1,508.80	37.72	6,538.13	78,457.60
	17.1			1,399.60	1,473.20	36.83	6,383.87	76,606.40
	17	1,252.80	1,299.60	1,361.60	1,437.20	35.93	6,227.87	74,734.40
	16.1			1,331.20	1,399.60	34.99	6,064.93	72,779.20
	16	1,181.20	1,252.80	1,299.60	1,361.60	34.04	5,900.27	70,803.20
	15.1			1,280.40	1,328.40	33.21	5,756.40	69,076.80
	15	1,120.00	1,181.20	1,252.80	1,299.60	32.49	5,631.60	67,579.20
	14	1,076.80	1,120.00	1,181.20	1,252.80	31.32	5,428.80	65,145.60
	13.1			1,157.20	1,218.80	30.47	5,281.47	63,377.60
	13	1,010.80	1,076.80	1,120.00	1,181.20	29.53	5,118.53	61,422.40
	12	986.80	1,010.80	1,076.80	1,120.00	28.00	4,853.33	58,240.00
	11.1	951.20	998.40	1,046.00	1,098.80	27.47	4,761.47	57,137.60
	11	915.60	986.80	1,010.80	1,076.80	26.92	4,666.13	55,993.60
	10	872.80	915.60	986.80	1,010.80	25.27	4,380.13	52,561.60
	9	830.00	872.80	915.60	986.80	24.67	4,276.13	51,313.60
	8	792.80	830.00	872.80	915.60	22.89	3,967.60	47,611.20
	7	764.80	792.80	830.00	872.80	21.82	3,782.13	45,385.60
	6	735.20	764.80	792.80	830.00	20.75	3,596.67	43,160.00

PAY

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

	STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)	1,599.60	1,676.80	41.92	7,266.13	87,193.60
SERVICE WORKER A (HV)(21)	1,663.60	1,751.20	43.78	7,588.53	91,062.40
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,841.20	46.03	7,978.53	95,742.40

**PAY GROUPS AND RATES  
IBEW CONTRACT  
LOCAL 320**

**PART-TIME CONTRACT**

Effective May 1, 2008

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	28.95	30.03	31.46	33.21
16	27.29	28.95	30.03	31.46
15	25.88	27.29	28.95	30.03
14	24.88	25.88	27.29	28.95
13	23.35	24.88	25.88	27.29
12	22.80	23.35	24.88	25.88
11	21.16	22.80	23.35	24.88
10	20.17	21.16	22.80	23.35
9	19.18	20.17	21.16	22.80
8	18.32	19.18	20.17	21.16
7	17.67	18.32	19.18	20.17

Effective May 1, 2009

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	29.96	31.08	32.56	34.37
16	28.25	29.96	31.08	32.56
15	26.79	28.25	29.96	31.08
14	25.75	26.79	28.25	29.96
13	24.17	25.75	26.79	28.25
12	23.60	24.17	25.75	26.79
11	21.90	23.60	24.17	25.75
10	20.88	21.90	23.60	24.17
9	19.85	20.88	21.90	23.60
8	18.96	19.85	20.88	21.90
7	18.29	18.96	19.85	20.88

\*Time in Steps 1, 2 and 3 – 6 months

PAY GROUPS AND RATES  
IBEW CONTRACT  
LOCAL 320

PART-TIME CONTRACT

Effective November 1, 2009

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	30.11	31.24	32.72	34.54
16	28.39	30.11	31.24	32.72
15	26.92	28.39	30.11	31.24
14	25.88	26.92	28.39	30.11
13	24.29	25.88	26.92	28.39
12	23.72	24.29	25.88	26.92
11	22.01	23.72	24.29	25.88
10	20.98	22.01	23.72	24.29
9	19.95	20.98	22.01	23.72
8	19.05	19.95	20.98	22.01
7	18.38	19.05	19.95	20.98

Effective May 1, 2010

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	31.16	32.33	33.87	35.75
16	29.38	31.16	32.33	33.87
15	27.86	29.38	31.16	32.33
14	26.79	27.86	29.38	31.16
13	25.14	26.79	27.86	29.38
12	24.55	25.14	26.79	27.86
11	22.78	24.55	25.14	26.79
10	21.71	22.78	24.55	25.14
9	20.65	21.71	22.78	24.55
8	19.72	20.65	21.71	22.78
7	19.02	19.72	20.65	21.71

\*Time in Steps 1, 2 and 3 – 6 months



PAY GROUPS AND RATES  
IBEW CONTRACT  
LOCAL 320

PART-TIME CONTRACT

Effective November 1, 2010

Hourly Rates

Pay Group	*Step 1	*Step 2	*Step 3	*Step 4
17	31.32	32.49	34.04	35.93
16	29.53	31.32	32.49	34.04
15	28.00	29.53	31.32	32.49
14	26.92	28.00	29.53	31.32
13	25.27	26.92	28.00	29.53
12	24.67	25.27	26.92	28.00
11	22.89	24.67	25.27	26.92
10	21.82	22.89	24.67	25.27
9	20.75	21.82	22.89	24.67
8	19.82	20.75	21.82	22.89
7	19.12	19.82	20.75	21.82

\*Time in Steps 1, 2 and 3 – 6 months

†† Effective May 1, 2008, the pay level for the Cleaning Worker will be increased to \$11.54 per hour; effective May 1, 2009, it will be increased to \$11.94 per hour; effective November 1, 2009, it will be increased to \$12.00 per hour; effective May 1, 2010, it will be increased to \$12.42 per hour; and effective November 1, 2010, it will be increased to \$12.48 per hour. (see 2008-44)

Effective May 1, 2008, the pay level for the Cafeteria Attendant will be increased to \$12.06 per hour; effective May 1, 2009, it will be increased to \$12.48 per hour; effective November 1, 2009, it will be increased to \$12.54 per hour; effective May 1, 2010, it will be increased to \$12.98 per hour; and effective November 1, 2010, it will be increased to \$13.04 per hour. (see 2008-44)

**EXHIBITS INCLUDED AS SUPPLEMENTAL AGREEMENTS**

**LOCAL 320 OF THE I.B.E.W.**

- +** Applies to T&D Agreement
- \*** Applies to TOC Agreement and/or PT Agreement
- M** Modified

**Where no designation appears, the Exhibit is applicable to both Agreements.**

**Index of Supplemental Agreements (Exhibits)**  
**I.B.E.W. Local 320**

<b>Ex. #</b>	<b>Date</b>	<b>Description</b>	<b>Reference</b>
+ 1	6/29/54 M 6/15/60 M 6/1/83 M 5/1/03 M 5/1/08	Coffee Break	Item 11, 1961 Negotiations Item 20, 2003 Negotiations Item 39 2008 Neg
+ 2	1/13/67 M 5/1/03	Seniority Former Ellenville Employees	
* 2	1/18/67	Seniority Former Ellenville Employees	
3	10/22/57 M 6/1/83 M 7/1/94	Selection of Working Foreman/Forewoman, Chief and Commercial Specialist	Item 39, 1971 Negotiations, Item 10, 1967 Negotiations Item 45, 1965 Negotiations
* 4	5/8/63 M 6/1/83 M 5/1/03	Memorandum of Understanding Re: Changes Concerning Examination for Promotion	Item 39, 1971 Negotiations Item 10, 1967 Negotiations Item 9, 1954 Negotiations Item 2, 1950 Negotiations
5	1/22/62	Outside Employment	
+ 6	2/8/63	Electricians' Duties Defined	
+ 7	6/19/79 M 6/1/83 M 7/1/87 M 7/1/91 M 5/1/03	Clarification of Exhibit 27, 1963 Upgrading	Item 47, 1973 Negotiations Item 26, 1979 Negotiations Item 13, 1981 Negotiations Item 30, 1987 Negotiations
+ 8	6/20/62 M 6/1/83 M 5/1/03	Clarification of Holidays Shift Workers	Item 5, 1962 Negotiations
9	2/22/71 M 6/1/83 M 7/1/85	Jury Duty	See Grievance 70- 20 Item 56, 1985 Negotiations
+ 10	1/19/66 M 7/1/83	Clarification of 16- Hour Rule	Item 67, 1973 Negotiations
+ 11	2/17/66	Inspection of Bucket Trucks	Item 39, 1965 Negotiations

Ex. #	Date	Description	Reference
+ 12	10/7/66	Chauffeur Licenses	Item 64, 1973 Negotiations Item 49, 1971 Negotiations
13	4/2/68	Hiring Relatives	
+ 14	11/4/68	Commercial Representatives Collecting	Item 28, 1971 Negotiations
+ 15	4/4/63 M 6/1/83 M 5/1/03	Changes in Examination Procedures	Item 22, 1962 Negotiations Item 8B, 1981 Negotiations
+ 16	2/14/80 M 6/1/83 M 5/1/03	Upgrading of Line Clearance Man/Woman 2/C	See Grievance 79-10 Item 37, 2003 Negotiations
+ 17	6/5/69 M 7/1/77 M 7/1/83 M 7/1/85 M 7/1/87 M 7/1/98 M 5/1/03	Equalization of Overtime	Item 30, 1987 Negotiations 7/18/02 Rover OT Agreement Items 47, 48, 65, 70, 2003 Negotiations
+ 18	3/5/71 M 6/1/83 M 5/1/03	Project Trainee	
+ 19	7/1/79 M 6/1/83 M 7/1/85	Construction Maintenance Men/Women	Item 27, 1979 Negotiations Item 9, 1981 Negotiations Item 44, 1985 Negotiations
20	M 7/1/89	Eye Protection Program	
+ 21	7/12/65 M 6/1/83	Electrician Crew Danskammer	
22	12/19/69 M 5/1/03	Dependent Children Who Are Full-Time Students	
23	6/17/65 M 5/1/03	Less Complicated Service Extensions and Relocation Estimator	
24	2/27/70 M 7/1/83 M 5/1/03	Bid Form and Grievance Form	
+ 25	1/21/71 M 5/1/03	Roving Mechanic Operator Agreement	

Ex. #	Date	Description	Reference
26	7/20/80	New Position Becomes Unavailable Through Post and Bid Procedure	See Grievance 79-22
27	7/1/73 M 5/1/03	Establishment of Joint Committee on Alcoholism	Item 13, 1973 Negotiations
28	Reserved		
29	Reserved		
+ 30	11/14/73 M 5/27/86 M 5/1/03	Propane-Air Mixing Facilities	Item 61, 1987 Negotiations Item 45, 2003 Negotiations
+ 31	7/1/79 M 7/1/83 M 7/1/87 M 7/1/98	URD Program	Item 13, 1979 Negotiations Item 30, 1987 Negotiations
32	7/1/75 M 6/1/83 M 5/1/03	Callout Pay and Overtime Meals	Item 27, 1975 Negotiations Item 49, 2003 Negotiations
* 33	3/1/63 M 5/1/03	Painting	
* 34	7/2/56 M 5/1/03	Co-op Students	Item 44, 1977 Negotiations Item 20, 1969 Negotiations Item 49, 2003 Negotiations
* 35	7/1/69 M 7/1/81	Personal Hand Tools	Item 45, 1969 Negotiations Item 28-B, 1981 Negotiations
* 36	6/19/67 M 7/1/85 M 5/1/03	CPR Recording	Item 49, 2003 Negotiations
37	8/13/54 M 6/1/83	Definition of General and Direct Supervision	
+ 38		R Shift	See Grievance 75-6
+ 39	10/20/52 M 6/1/83	Line Clearance	
+ 40	8/6/76	Personal Time for Funeral of a Friend	See Grievance 75-75
* 40	8/5/76 M 5/1/03	Personal Time for Funeral of a Friend	Item 49, 2003 Negotiations

Ex. #	Date	Description	Reference
41	4/11/74 M 7/1/85 M 5/1/03	Snow Removal and Sanding, South Road	M Item 49, 1985 Negotiations Item 49, 2003 Negotiations
42	Reserved		
+ 43	4/14/78 M 7/1/98 M 5/1/03	Article IX D Transfers	Item 49, 2003 Negotiations
* 44	4/22/68 M 6/1/83 M 5/1/03	Pay of Students Assigned as Maintenance Worker 2/C	Item 49, 2003 Negotiations
* 45	1/24/74	Analysis of Field Conditions and Paperwork in Connection With Voltage Complaints	See Grievance 72-103
+ 46	10/3/75 M 6/1/83	Lineman/Linewoman Taking Rotation Test	See Grievances 75-12, 75-13, 75-28
47	8/30/76	Military Leave and Holiday Pay	See Grievances 72-14, 72-15, 72-16
48	Reserved		
+ 49	6/3/76 M 6/1/83 M 7/1/85 M 7/1/87	Gatekeeper	See Grievances 74-35, 75-03, Item 40, 1985 Negotiations Item 21B, 1987 Negotiations
* 50	4/26/77 M 9/19/80 M 9/26/83 M 7/1/98	CSR Training Program	
51	Reserved		
52	2/23/77 M 7/1/81 M 5/1/03	Travel Allowance, Article IX D	Item 38, 1981 Negotiations Item 49, 2003 Negotiations
* 53	1/20/83 M 7/1/91 M 7/1/98 M 5/1/03	Equalization of Overtime	Items 48 & 65, 2003 Negotiations

Ex. #	Date	Description	Reference
* 54	10/16/81 M 1/15/82 M 7/1/83 M 7/1/87 M 7/1/89 M 7/1/94 M 7/1/98 M 5/1/03 <u>M 5/1/08</u>	CSR Part-Time Agreement	Item 27, 1983 Negotiations Items 6 & 49, 1987 Negotiations Item 46(b), 2003 Negotiations <u>Item 3 – 2008 Negotiations</u>
55	Reserved		
+ 56	7/1/79 M 7/1/87	Relight Agreement	Item 32, 1979 Negotiations Item 30, 1987 Negotiations
57	Reserved		
+ 58	7/1/79	Fixed Load Resistor	See Grievance 76-88
+ 59	7/1/79 M 7/1/87	Commercial Representative 3/C and Unlocking Network Meters	See Grievance 78-33 Item 28, 1987 Negotiations
+ 60	7/1/79 M 7/1/87	Buildings of Public Assembly	Item 32, 1979 Negotiations Item 30, 1987 Negotiations
61	12/17/62 <u>M 5/1/08</u>	Clarification of Meal Provisions 7-Hour Rule	<u>Item 10, 2008 Negotiations</u>
+ 62	9/25/78 M 6/1/83	Manning of District Storeroom During Regular Workweek	See Grievance 78-32
63	Reserved		
+ 64	5/13/82	Storerooms VDT Input	See Grievances 81-03, 81-29 and 81-31
+ 65	1/31/80	Personal Time to Renew Driver's License	See Grievance 1977-45
+ 66	5/6/82	Entrance to Storeroom During Other Than Normal Working Hours	See Grievance 1982-04
67	Reserved		
+ 68	7/1/85 M 7/1/87 M 5/1/03	Line Clearance Job Area Reporting Program	Item 27, 1985 Negotiations Item 33, 1987 Negotiations Item 60, 2003 Negotiations

Ex. #	Date	Description	Reference
* 69	7/1/85 M 7/1/87	Clerical Series Reorganization	Item 47, 1985 Negotiations Item 51, 1987 Negotiations
+ 70	7/1/83 M 7/1/87	Establishment of Chief Gas Mechanic Welder	Item 20, 1983 Negotiations Item 30, 1987 Negotiations
+ 71	7/1/85	One Hour Requirement for Upgrading – Lunch	Third Step Answer Grievance 84-12
+ 72	7/1/85	Upgrade for Two Crews Working Together	Second Step Answer Grievance 61-05
+ 73	7/1/85	Pyramiding Benefits	Second Step Answer Grievance 61-01 Item 49, 1985 Negotiations
+ 74	7/1/85	Filling Service Workers Shifts	Second Step Answer Grievance 71-06
+ 75	7/1/85	Two Callouts Within 3 Hours	Second Step Answer Grievance 83-17
* 76	7/1/83 M 7/1/94 M 7/1/85 M 7/1/87	Accounting Reorganization	Item 19, 1983 Negotiations Item 47, 1985 Negotiations Item 58, 1987 Negotiations
* 77	7/1/85	Afternoon Break – Data Entry Operators	Third Step Answer Complaint 78-D
78	7/1/85 M 5/1/87 M 5/1/03	Roof Repairs – Joint Jurisdiction	Third Step Answer Grievance 81- 111 Item 49, 2003 Negotiations
79	Reserved		

Ex. #	Date	Description	Reference
* 80	7/1/87 M 5/1/03	Chauffeur – Mechanic Special Schedule	Third Step Settlement Grievance 85- 111 Item 20E, 1987 Negotiations Item 49, 2003 Negotiations
81	Reserved		
82	7/1/89 M 5/1/03	Disability Benefits Plan Schedule	Item 49, 2003 Negotiations
* 83	7/1/89	Clerical Assistant and Promotional Sales Calls	Third Step Grievance Settlement 87- 118, 119, 120
* 84	7/1/89	Interim Storm Staffing	Third Step Grievance Settlement 88- 111
85	Reserved		
* 86	7/1/89 M 7/1/91 M 7/1/94 M 5/1/03	Expanded Levels of Service program	1989-13 Items 49 and 74, 2003 Negotiations
+ 87	12/10/90 M 1/1/95 M 5/1/08	15KV Gloving Program	<u>Item 36, 2008 Negotiations Exhibit G</u>
+ 88	7/1/91	“ANY” Headquarters Definition	Third Step Settlement Grievances 87- 21, 87-29, 87-45 and 88-27, 87-58 and 88-16
+ 89	7/1/91	Thruway Toll Reimbursement Headquarter Relocation	Third Step Settlement of Grievance 87-24
90	7/1/91 M 5/1/03 M 5/1/08	Random Drug Testing Covered Classifications	Drug Policy Item 49-2003Neg #13 & 34 – 2008
+ 91	Reserved		
+ 92	7/29/85	Pay Grade For Contract Inspection Work	Second Step Settlement Grievance 84-38
+ 93	4/9/90	Extended Day Overtime For Rotating Shift Employee	Second Step Settlement Grievance 90-05 and 90-11
94	Reserved		

Ex. #	Date	Description	Reference
+ 95	7/1/91 M 5/1/03	Commercial Representative Schedule & Numbers	1991-18A Item 38, 2003 Negotiations
* 96	7/1/91 M 7/1/94 M 5/1/08	Engineering Drafter Program	1991-22A <u>2008-12</u>
+ 97	7/1/91	Mechanic – Rigger Program	1991-24
+ 98	7/1/91	Tester Program	1991-40
+ 99	7/1/91	Splicer, Working Foreman/Forewoman & Gas Mechanic Welder Lateral Transfer	Grievance 92-264
100	7/1/94 M 7/1/98 M 5/1/03	Health Care Contribution Schedule	1994-12 Item 6, 2003 Negotiations
+ 101	9/15/92 M 5/1/03	Road Digger Operations	Grievance 91-66 Item 39, 2003 Negotiations
+ 102	1/4/93	Electrician Working Foreman/Forewoman – Roving	Grievance 92-21
+ 103	5/19/93	Gas Contractor School – Commercial Specialist	Grievances 92-222, 92-227, 92-228
104	Reserved		
+ 105	6/2/93	Equipment Operator – License	Grievance 92-234
* 106	1/1/94 M 7/1/94 M 5/1/03 M 5/1/08	Family Care Leave of Absence Program	Item 49, 2003 Negotiations <u>2008-32</u>
+ 107	1/1/94 M 7/1/94 M 5/1/03 M 5/1/08	Family Care Leave of Absence Program	Item 49, 2003 Negotiations <u>2008-32</u> <u>2008-35</u>
108	1/1/94 M 5/1/03 M 5/1/08	Family Care Leave of Absence Program	Item 49, 2003 Negotiations <u>2008-32</u>
109	Reserved		
+ 110	7/1/94 M 7/1/98 M 5/1/03 M 5/1/08	Vehicles – Commercial Representatives	Items 52 & 63, 2003 Negotiations <u>Item 8- 2008 Neg</u>
111	7/1/98	Union Business Manager – Leave of Absence	

Ex. #	Date	Description	Reference
+112	7/1/94 M5/1/03 <u>M 5/1/08</u>	Construction Maintenance Job Area Reporting Program	1998-28 Items 41 & 61 2003 Neg <u>Item 20, 2008 Neg</u>
113	11/16/93	CDL Permit Application Reimbursement	See Grievances 93-20 and 93-21
114	7/1/98 M 5/1/03 <u>M 5/1/08</u>	Driver's License Suspension/Revocation	Item 57, 2003 Negotiations <u>Item 42, 2008 Neg</u>
115	5/1/03	District Representative District Representative – Special Trainee Selection	Item 52, 2003 Negotiations
116	5/1/03	Storm Restoration Bargaining Unit	Item 23, 2003 Negotiations
117	7/1/98 M 5/1/03	Sale of Production	1998-10, Exhibit J Item 27, 2003 Negotiations
+ 118	7/1/98 M 5/1/03 <u>M 5/1/08</u>	Electrician Job Area Reporting Program	1998-35 Ex F Item 80, 2003 Negotiations <u>2008-29</u> <u>2008-20</u>
+ 119	11/27/01 M 5/1/03	Remote Terminal Unit Communication Technicians	11/27/2001 Item 44, 2003 Negotiations
* 120	3/15/02 M 5/1/03	CSR Full & Part-Time Vacation Selection Agreement	3/15/02 Item 46a, 2003 Negotiations
* 121	12/19/01 M 5/1/03	Garage Helper Upgrade	12/19/01 Grievance 2000-109
122	11/25/92 M 5/1/03	Numbers of District Representatives	Grievance Settlement 90-15 and 90-16
+ 123	5/1/03	DR Working From Home	Item 64 Ex F, 2003 Negotiations
+ 124	2/23/93 8/11/93 5/15/95 M 5/1/03 <u>M 5/1/08</u>	Callout Response Program	5/14/95 Item 71, 2003 Negotiations <u>2008-37</u>
* 125	5/1/03 <u>M5/1/08</u>	CSR - #s on Vacation, Bi-Lingual Program, Storm List Callout	Item 74, 2003 Negotiations <u>Item 7, 2008 Neg</u>

Ex. #	Date	Description	Reference
+ 126	5/1/03 <u>M5/1/08</u>	Service Worker Agreement	Item 72 Ex G, 2003 Negotiations 2008-36 Ex. G.
+ 127	5/1/03 <u>M5/1/08</u>	Project Construction Program Agreement	Item 73 Ex H, 2003 Negotiations 2008-36 Ex. G.
+ 128	<u>5/1/08</u>	<u>Substation Technician</u>	<u>2008-16 Ex. C</u>
+129	<u>5/1/08</u>	<u>Mutual Aid List</u> <u>Field</u> <u>Clerk/Storekeepers</u>	<u>2008-16</u> <u>Grievance</u> <u>Settlements</u> <u>2005-78/ 2005-82</u>
+130	<u>5/1/08</u>	<u>Utility Worker</u>	<u>2008-35 Ex. E</u>

-NOTES-

**+ Exhibit M1**

June 29, 1954

(Amended June 15, 1960)

(Amended June 1, 1983)

(Amended May 1, 2003)

(Amended May 1, 2008)

This policy regulates coffee stops for crew or individuals who customarily work away from a headquarters building. Its intent is to permit such employees to pick up coffee in route to a job site and to consume coffee in route to or at the work location, without taking an excessive time from work or adversely affecting customer or public relations.

1. Employees will be permitted to drink coffee throughout the day that they have brought along to work.
2. Whenever possible the number of vehicles in the vicinity of one coffee establishment shall not exceed two. However, where alternate coffee establishments are not available on the route to a job, the maximum number of personnel and vehicles permitted in the vicinity of a coffee establishment at one time shall be those assigned to one job.
3. There are occasions (i.e. switching orders, scheduled shut downs) when crews will be unable to make a stop at a coffee establishment and observe all the provisions of this policy. In such cases if a worker and a vehicle can be spared without impeding the work, the person in charge\* may send one employee a reasonable distance to the nearest place to obtain coffee for the crew.

\* Person in charge of the crew. (See Item #11, in Memo of Agreement with Local 320, dated June 15 and 16, 1960)

**+ Exhibit M2**

January 13, 1967

(Amended 5/1/2003)

In connection with the merger of the Ellenville Electric Company with Central Hudson and the treatment of its employees with respect to "seniority" and "service" as applied to promotions, I.B.E.W. Local 320 T&D Agreement has made the following determinations:

1. Employees of the Ellenville Electric Company who perform work in classifications covered by the T&D Agreement will be assigned to appropriate occupational groups and their "seniority" in such groups will be the date of the merger.
2. "Service" as defined in Article IV, Paragraph A, of the Working Agreement dated July 1, 1965 will include the combined period of continuous employment with Central Hudson and Ellenville Electric. The combined "service" date will be applied in cases where "seniority" is equal.
3. In connection with the selection of candidates for beginning jobs in the automatic progression series of those who pass the general ability examination, the candidate with the greatest amount of continuous service in I.B.E.W. Local 320 will be selected.

\* Exhibit M2

January 18, 1967  
(Amended 5/1/2003)

In connection with the merger of the Ellenville Electric Company with Central Hudson and the treatment of its employees with respect to seniority as applied to promotions, I.B.E.W. Local 320 has made the following determinations:

1. The seniority of employees of the Ellenville Electric Company who are to be assigned work in job classifications covered by IBEW Local 320 TOC Agreement will commence on the date of the merger.
2. If two or more employees who qualify for a posted job have equal seniority, the combined length of service with Central Hudson and Ellenville Electric shall govern.

Exhibit M3

(See 1965+45, 1971-39, and 1973-M35)

October 22, 1957  
(Revised April 25, 1972)  
(Amended June 1, 1983)  
(Amended July 1, 1994)

Re: Selection of Working Foremen/Forewomen,  
Chief or Commercial Specialists

The selection program shall consist of three parts:

I. **“Job Know How” Examination** designed to measure an applicant's knowledge of the job for which the employee is attempting to qualify and/or the employee's demonstrated ability to perform all phases of such work. This examination shall be prepared by the Company and the Union examiners and will consist of questions which may require either written answers and/or a demonstration of the applicant's ability to perform the work. The examiners will assign a point value to each question according to agreed importance.

II. **Supervisory Aptitude Tests** which are designed to measure the applicant's ability to effectively get work done through the efforts of the people he/she supervises. Tests for this portion of the program will vary according to the type of job for which the applicant is being considered and may include tests such as the following:

- ( a ) General Intelligence
- ( b ) Match Comprehension
- ( c ) Practical Judgment
- ( d ) Supervisory Knowledge
- ( e ) Reading Comprehension
- ( f ) Safety Knowledge

Examiners will agree upon the characteristics to be measured, the tests to be used, and the point value to be assigned to each test.

III. **Applicant Appraisal** is designed to appraise certain qualities which cannot be measured by tests or examinations, such as: attitude, expression, initiative, organization and planning, interest, and so forth. The examiners will agree on the number of appraisals to be used and will designate the persons to complete them. An equal number will be prepared by the Company and the Union Representatives and the average of all appraisals will be used in determining the final score. A point value will be placed on the degree each characteristic is measured and an agreed passing grade determined before the applicant is appraised.

An applicant must have had at least three years' experience as a first-class employee in the craft for which such employee is attempting to qualify as a Working Foreman/Forewoman, Chief, or Commercial Specialist. However, if an applicant who does not have such three years' experience qualifies by examination, the senior employee of those who do qualify will be selected.

In order to qualify for a Working Foreman/Forewoman, Chief, or Commercial Specialist's position, an applicant must receive a passing grade in all three parts of the selection program.

**\* Exhibit M4**

(See 1950\*2 and 1971-39)  
(Amended 6/1/83)  
(Amended 5/1/2003)

May 8, 1963

**Memorandum of Understanding Re: Changes  
Concerning Examinations for Promotions**

**Use of Reference Books**

It is agreed reference books and/or standards normally used in day-to-day work may be used during examinations. However, such reference materials must be approved and furnished by the examiners. The decisions of the examiners with respect to such reference books shall be final.

**Written vs. Practical Questions**

In preparing examinations, examiners will give consideration to the use of demonstrations vs. "paper and pencil" tests, when appropriate, in order to best measure the applicants' abilities.

**"Paper Work" Questions**

It was agreed that questions concerning paper work such as preparation of time sheets and material requisitions will not be included in examinations for jobs where in practice such paper work is not a part of the job. The use of "paper work" questions shall be left to the judgment of the examiners.

**Examinations for Working Foreman/Forewoman**

As an exception to the Working Agreement with respect to the number of examiners, the Company and Local 320 may by mutual agreement appoint an additional qualified examiner from both the Company and Local 320 to assist in the administration of an examination for the selection of Working Foreman/Forewoman.

**Time Limitations**

Every effort shall be made to hold the length of an examination within reasonable time limits. It is further agreed that Human Resources will review examinations to insure time limits are reasonable and consistent for the type and complexity of the position being filled.

**Instructions for Examiners**

The attached instructions will be sent to each examiner prior to the preparation of an examination.

**Instructions for Examiners**

**Introduction**

The basis for promotion of employees under our Working Agreements is an examination jointly prepared by examiners appointed to represent the Union and the Company and designed to measure an employee's ability to do the work for which such employee is attempting to qualify. It is, therefore, most important that the examiners know their responsibilities and duties in order to carry out the wishes and intent of the Company and the Union as set forth in the Working Agreement.

**Preparing the Examination**

- (1) During the preparation of the examination, examiners may jointly review previous examinations given for the job. Although the same format does not necessarily have to be followed, it may be helpful in maintaining consistency in both content and form. Copies of prior examinations may be obtained through Human Resources.
- (2) Questions used must relate to the job for which applicants are attempting to qualify and should measure an applicant's ability to handle the job efficiently and safely. Questions should be clearly stated.
- (3) Passing grades, point values, and a general understanding with respect to correct answers should be agreed upon before the examination is given.
- (4) After an agreement is reached, a signed copy of the examination must be forwarded to Human Resources where it will be reviewed for consistency and to see that it is in keeping with the provisions and intent of the Working Agreement.



After such review, if any changes are recommended, the copy will be returned to the examiners for their further consideration. If changes are made by the examiners, a revised, approved copy will be sent to Human Resources for file. If there are no changes recommended, the initial approved copy will be retained in Human Resources' files.

### Administering the Examination

- (1) Arrangements for giving the examination should be made by the department or division where the vacancy exists with the concurrence of the examiners. This includes time, place and notification of applicants.
- (2) Prior to the examination, arrangements should be made for pencils, paper, reference materials (if needed) and demonstration equipment (if used), etc.
- (3) The examiners shall decide who is to give instruction to the applicants. Instructions which should be given to the entire group should be clearly stated and include such items as:
  - (a) Introduction of examiners
  - (b) Location of drinking fountains and toilet facilities
  - (c) Use and limitations of handbooks or other materials
  - (d) Time limitations

**NOTE:** Whenever an applicant asks a question relating to the examination which the examiners feel can be answered, both the question and answer must be given to the entire group.

### After the Examination

The examiners may grade the results by one of three methods: (1) They may be graded independently and the results averaged; (2) examiners may jointly agree on the value to be awarded to each answer; or (3) a combination of both methods.

The findings of the examiners shall be final.

After the exam has been graded, the results will be forwarded to Human Resources which will promptly notify the applicants of the results.

Under no circumstances are examiners to discuss the results of their grading with any of the applicants. An applicant's request for information about the results of the examination should be referred to their supervisor.

Conclusion

The role of the examiners is an important one, since the success of the job posting and examination procedure depends upon the examiner's sincerity and ability to fulfill their responsibilities to the Company and the Union. Every effort, therefore, should be made to insure that all employees are given a fair and equal opportunity to prove their ability and knowledge of the job for which they are attempting to qualify.

Exhibit 5

January 22, 1962

TO ALL EMPLOYEES:

As a result of a recent serious injury to an employee engaged in work for another employer, the following statement is being sent to all employees and is being added to the booklet, "Working With Central Hudson":

Outside Employment

The Company cannot sanction its employees engaging in outside employment. If any such employment is found to interfere with an employee's regular job with the Company or tends to damage the Company's public relations, such employment will not be permitted. Also, all employees are cautioned that their jobs and various Company benefits may be jeopardized as a result of injuries sustained in outside employment.

+ Exhibit 6

February 8, 1963

Re: Description of Duties of Electricians 1/C, 2/C & 3/C

In accordance with Item #19 of the Memo of Agreement between the Company and Local 320, dated June 20, 1962, a Committee of the Union and the Company met on February 4 and 7 to discuss a memorandum prepared by the Company describing the duties of Electricians, First, Second and Third Class.

Following the discussion, the attached description entitled "Job Duties of Electricians", dated February 6, 1963, was mutually agreed to. (See following page for the continuation of + Exhibit 6)

+Exhibit 6	JOB DUTIES OF ELECTRICIANS		February 6, 1963
	Electrician 3/C	Electrician 2/C	Electrician 1/C
Kind of Work Performed	Assists the Electricians of higher classifications in the performance of their work, and performs any related work as assigned.	<p>Performs installation, removal, operation, test and maintenance work when not extremely complicated on electrical circuits and equipment.</p> <p>Assists Electricians of higher classification.</p> <p>Performs any related or less skilled work as required.</p>	<p>Performs difficult, complicated and congested installation, removal, operation, test and maintenance work on electrical circuits and equipment.</p> <p>Performs any related or less skilled work as required.</p>
Work Performed Under Direct Supervision	Assists an Electrician of higher grade in performing work on electrical circuits and equipment either de-energized or energized.	Assists an Electrician of higher grade in performing difficult, complicated and congested work on electrical circuits and equipment either de-energized or energized.	Direct supervision not required.
Work Performed Under General Supervision		<p>Performs installation, removal, operation, test and maintenance work when not extremely complicated on electrical circuits and equipment either de-energized or energized at not in excess of 600 volts.</p> <p>Performs any related or less skilled work as required.</p>	<p>Performs most difficult, complicated and congested installation, removal, operation, test and maintenance work on electrical circuits and equipment either de-energized or energized at any voltage.</p> <p>Performs any related or less skilled work as required.</p>
Extend of Supervision Provided for Others			<p>May be required to assume responsibility for and direct the work of one or two other employees who may be assigned to assist him in the performance of his work.</p> <p>May be required to act as a Foreman 2/C.</p>

+ Exhibit M7 Revised 9/15/76  
(Amended 6/1/83)  
Revised 7/1/79 (Item 26, 1979 Negotiations)  
(Amended 7/1/87)  
Revised 7/1/81 (Item 13, 1981 Negotiations)  
(Amended 7/1/91)  
Revised 5/1/2003 (Item 49, 2003 Negotiations)  
Amended 5/1/08 (Item 13, 2008 Negotiations)

**Clarification of Item #27 Proposed Revision  
to Article V, Section C, Marked Exhibit A**

It is understood and agreed that with respect to the statement in the last paragraph of Exhibit A dated June 26, 1963 and attached to the Memorandum, "...the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew..." as applied to gas street work shall mean Gas Mechanic 1/C or the senior employee among Gas Mechanic 1/C and Gas Mechanic - Welder 1/C if no welding is involved in the job assignment. When applied to Service Worker and Linemen/Linewomen who are working together, the senior person of either classification shall be in charge. When applied to Electricians, Communication, Relay or Substation Technicians working together, the senior person in such classifications shall be in charge. When applied to Linemen/Linewomen 1/C and Mechanic 1/C who are working together setting poles, the senior person of either classification shall be in charge. When applied to Commercial Representative 1/C and Commercial Representative-Special, the senior person of either classification shall be in charge.

If special test or work equipment (such as the Kenetron, Meuller, or welding equipment) is brought to the job or if a person with specialized training is temporarily assigned to work with a crew, the senior person regularly assigned to the job will be upgraded in preference to those on either special or temporary assignment.

"If special test or work equipment is brought to the job or if a person with specialized training is temporarily assigned to work with a crew, the senior qualified person primarily and regularly assigned to the job will be upgraded in preference to those on either special or temporary assignment."

**E  
X  
H**

**+ Exhibit M8**

June 20, 1962

(Amended 6/1/83)

(Amended 5/1/2003)

**Re: Clarification of Holidays and the  
Basic Workweek for Shift Workers**

A. Shift workers assigned to work schedules that provide for seven day a week 24 hour a day coverage will be scheduled to work when holidays fall within their basic scheduled workweek.

B. Shift workers assigned to work schedules that may not necessarily require seven day a week or 24 hour a day coverage, may be scheduled off on holidays falling within their workweek and the holiday shall not be considered a basic workday. If an employee is scheduled off on such a holiday and is subsequently required to work that day, the work assignment shall be considered as an overtime assignment and all provisions covering overtime assignments will apply. If an employee is scheduled to work on such a holiday and it is subsequently found that such employee is not required to work that day, the cancellation of such employees work assignment shall be considered as a cancellation of overtime work and the appropriate provisions shall apply.

C. Shift employees who perform maintenance or construction work normally are assigned to work from 8 a.m. to 4:30 p.m., Monday through Friday. When so assigned these employees are considered as day workers and are usually not required to work on a holiday that occurs during the workweek. If it is necessary for an employee so assigned to work on a holiday that falls within the workweek, such assignment will be considered as overtime and treated in the same manner as overtime for a non-shift worker.

D. When it is necessary to set up special schedules for maintenance work, emergency repairs, etc. any holidays falling within the work schedule shall be considered as overtime days and treatment shall be the same as covered by Paragraph A above.

**Exhibit M9**

**February 22, 1971  
(Amended 6/1/83)  
(Amended 7/1/85)**

**Third Step Committee Resolution  
Grievance 70-20**

**Any member of the bargaining unit on jury duty will call his/her supervisor at 8:00 a.m. on days he/she is on jury duty, but will not be called into work prior to reporting to jury duty. Upon release from jury duty each day, he/she will return to work if released during regular working hours, unless upon a telephone call to his/her supervisor, he/she is excused from returning to work; and such employee is considered to be available for overtime.**

**+ Exhibit M10  
(See 1973-67)**

**January 19, 1966  
(Revised 7/1/83)**

**Understanding Regarding Application of Article III,  
Paragraph N of Contract Dated July 1, 1965**

**Following is an agreed understanding effective as of January 1, 1966 regarding the application of the so-called "16-hour" rule:**

- 1. The terms "rest" and "sleep" time referred to in this paragraph shall mean one and the same thing and refers to the 8-hour period following a tour of duty of 16 or more consecutive hours.**
- 2. If an employee's rest period extends into the employee's basic workday, the employee will be allowed to complete this period without loss of pay; but if the employee is required to work, the employee will be paid "time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off."**
- 3. If the rest time does not extend into the employee's basic workday and occurs during weekends, holidays, or other scheduled days off, no payment will be made.**



4. If an employee is called or scheduled to work before completing the employees 8-hour rest period, and the hours the employee works during this period, when added to the employee's rest period, causes its extension into the employee's basic workday, the employee shall be entitled to the payments provided for in Paragraph N of Article III of the Working Agreement.
5. If an employee who works 16 hours has sufficient time to complete 8 hours rest, even though they may not be consecutive, before the employee is asked to report for work again or before the commencement of the employee's regular workday, no payment will be made.
6. An effort will be made to allow an employee to complete this time off. However, due to the nature of our business, occasionally there may be circumstances or emergencies which make this impossible.
7. The foregoing understanding does not change the interpretation or administration of the so-called "7th to 4th hour" rule.

+ Exhibit 11

February 17, 1966

Re: Daily Inspection of  
Aerial Bucket Trucks

The attached daily inspection report form has been approved and is available at the Stationery Storeroom, South Road. The inspection should be made each day by the assigned operator prior to operating the bucket equipment. Appropriate supervisory personnel should be immediately advised of all unsafe conditions found. All forms should be filed for 1 year and then destroyed.

Investigation is currently underway of other inspection procedures to be followed and will be discussed in the future. (See following page for continuation of +Exhibit 11)

Form #M151 (Rev. 5/76) OPERATOR'S AERIAL LIFT EQUIPMENT INSPECTION - DAILY REPORT

TRUCK NO. \_\_\_\_\_ MAKE \_\_\_\_\_ PERIOD: FROM \_\_\_\_\_ MONTH DAY YEAR TO \_\_\_\_\_ MONTH DAY YEAR

Aerial equipment will be inspected daily, before starting to work, by the assigned operator. All conditions found shall be indicated by the proper code and inspector's initials. Unsafe conditions must be reported to the proper supervisor immediately. Refer to manufacturer's Operation and Maintenance Manual for all periodic inspection and maintenance requirements.

CODE:  - O.K.  - Repairs Needed  - Unsafe for Use. Code X and O must be explained. Use other side for remarks.

OPERATOR'S DAILY INSPECTION RESPONSIBILITY		M	T	W	T	F	S
1. <u>STABILIZATION</u> - A. Inspect hydraulic jacks for leaks, security of attachment, banding, cracked welds, lubrication and proper working feet.	CODE						
B. Inspect torsion bar equipped trucks for lubrication, proper tire pressure, security of attachment; such as, loose or shifting bar, loose bolts, defective or broken rear springs.	INSP.						
	CODE						
	INSP.						
2. <u>BASKET</u> - Inspect for cracks, security of attachment to the shaft, proper function of the self-leveling devices, basket cover, general condition and cleanliness.	CODE						
	INSP.						
3. <u>UPPER ARM</u> - Inspect for cracks and abrasions; pivot pins for wear, position, security and lubrication; hydraulic cylinders for leaks, cracks in attachment welds and security of cylinder end locking devices; cleanliness of fiber glass arm. If so equipped, inspect jib boom mountings and pins; material handling devices; load angle indicators; safety D ring attachment.	CODE						
	INSP.						
4. <u>LOWER ARM</u> - Inspect for cracks and abrasions; Pivot pins for wear. Position, security and lubrication; hydraulic cylinder for leaks, cracks in attachment welds, security of cylinder end lock devices; boom cradling support and tie down devices; where provided material handling devices and boom angle indicator.	CODE						
	INSP.						
5. <u>CABLES AND CHAINS</u> - Inspect all exposed cables and chains for wear, cuts, rust, tension, lubrication and security of attachment.	CODE						
	INSP.						
6. <u>HYDRAULIC SYSTEM</u> - Inspect for leaks, damaged hoses and metal tubes, noisy pump and relief valves, fluid level in hydraulic reservoir daily if unit is leaking.	CODE						
	INSP.						
7. <u>OPERATION</u> - Check PTO when engaging for noise and smoothness of operation; operate the unit from the pedestal controls through is complete cycle; check for unusual noises, jerky movements and speed of response; check upper and lower control valves for smooth operation and returning to center on neutral. All control function decals and placards must be legible.	CODE						
	INSP.						
8. <u>OPTIONAL SAFETY DEVICES</u> - When provided, check for proper operation - dump valve; slow-down control; engine cutoff; control selector valve; pressure sensitive overload device; PTO - air brake interlock; micro brake.	CODE						
	INSP.						
9. <u>ELECTRICAL CIRCUITS</u> - (if so equipped) - Check PTO, jacks, upper and lower boom cradling switches for proper safety light operation; check upper and lower safety light; check for broken wires, connectors pulled off switches, corrosion and loose connections.	CODE						
	INSP.						



**+ Exhibit 12**

(See 1965+30, 1971-49 and 1973-64)

**Re: Class 3 Chauffeur's Licenses  
for Utility Worker**

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Section 501 of the Vehicle and Traffic Law presently requires a driver to hold a Class 3 Chauffeur's License to operate a truck having a maximum gross weight in excess of 18,000 lbs. We have interpreted the Utility Worker classification to require a Class 3 Chauffeur's License.

All Utility Workers are required to obtain the Class 3 license during the first four months of their probationary period. The responsibility for obtaining the necessary application forms and taking the preliminary tests will rest with the employee. However, local supervision will provide a truck for one road test. If the employee fails to pass such test, it will be the employee's responsibility to make the employee's own arrangements for any future test at the employee's own expense.

The job specification for Utility Worker requires the employee to have and currently maintain the license required by the state to operate a vehicle in excess of 18,000 lbs. gross weight.

**Exhibit 13**

**April 8, 1968**

**Re: Hiring Relatives**

The Company will continue its policy with respect to employing relatives of Company personnel. However to eliminate possible charges of favoritism, it will not permit situations where one family member will be working for or with another nor will it permit a situation where one may have direct influence over another except on the express approval of the Company. The Company in determining exceptions will take into consideration such items as job headquarters, and the work and family relationship involved.

At the time relatives are employed, they will be required to sign the following statement:

In recognition of the fact I have a relative working for the Company, I agree as a condition of employment that I will not be accepted for any assignment which will violate the Company's policy with respect to the hiring of relatives. Furthermore, I understand it may be necessary on occasion for the Company to reassign me in order to administer such policy uniformly.

+ Exhibit 14  
(See 1987-M+28)

November 4, 1968

Memo: Commercial Representative 3/C Collecting

The Company reaffirms it is not the Company's intent to assign Commercial Representatives 3/C (Job Specification No. 207.4 dated 6/1/82) exclusively to collection work.

+ Exhibit M15

April 4, 1963  
(as revised August 19, 1969  
and July 1, 1971)  
(Amended 6/1/83)  
(Amended 7/1/91)  
(Amended 5/1/2003)

Memorandum of Understanding  
Re: Changes Concerning Examinations for Promotions

The Company and Local 320 have agreed to the following changes with respect to the administration of the examination procedures. Changes will become effective immediately and any necessary changes to the T&D Working Agreement will be made at its next revision July 1, 1963.

Use of Reference Books

It was agreed reference books and/or standards normally used in day-to-day work may be used during examinations. However, such reference materials must be approved and furnished by the examiners. The decisions by the examiners with respect to such reference books shall be final.

Written vs. Practical Questions

In preparing examinations, examiners will give consideration to the use of demonstrations vs. "paper and pencil" tests, when appropriate, in order to best measure the applicants' abilities.

"Paper Work" Questions

It was agreed that questions concerning paper work such as preparation of time sheets and material requisitions will not be included in examinations for jobs where in practice such

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paper work is not a part of the job. The use of "paper work" questions shall be left to the judgment of the examiners.

### Examinations for Working Foremen/Forewomen, Chiefs and Commercial Specialists

As an exception to the Working Agreement with respect to the number of examiners, the Company and the Union may by mutual agreement appoint an additional qualified examiner from both the Company and the Union to assist in the administration of an examination for the selection of Working Foremen/Forewomen, Chiefs and Commercial Specialists.

### Time Limitations

Every effort shall be made to hold the length of an examination within reasonable time limits. It was further agreed that Human Resources will review examinations to insure time limits are reasonable and consistent for the type and complexity of the position being filled.

### Instructions for Examiners

The attached instructions will be sent to each examiner prior to the preparation of an examination.

### Appraisal of Applicants for District Representative, Commercial Representative-Special, 1/C and 2/C Collector, Meter Reader and Jr. Meter Reader

It was agreed the appraisal form used to evaluate an applicant's qualifications for commercial work will be prepared by two members of the Union and two from the Company. The average grade of the four examiners will be used to determine an applicant's mark. (See 1981+8)

### Exhibit 12--1971 Memorandum of Agreement

"The examination presently administered to applicants for the position of Commercial Representative 3/C shall be considered to be a job knowledge examination within the provisions of Article IV of the T&D Working Agreement."

April 4, 1963

### Instructions for Examiners

#### Introduction

The basis for promotion of employees under the Working Agreements is an examination jointly prepared by examiners appointed to represent the Union and the Company and designed to measure an employee's ability to do the work for which the employee is attempting to qualify. It is, therefore, most important that the examiners know their responsibilities and duties in order to carry out the wishes and intent of the Company and the Union as set forth in the Working Agreement.

#### Preparing the Examination

- (1) During the preparation of the examination, examiners may jointly review previous examinations given for the job. Although the same format does not necessarily have to be followed, it may be helpful in maintaining consistency in both content and form. Copies of prior examinations may be obtained through Human Resources.
- (2) Questions used must relate to the job for which applicants are attempting to qualify and should measure an applicant's ability to handle the job efficiently and safely. Questions should be clearly stated.
- (3) Passing grades (where applicable), point values, and a general understanding with respect to correct answers should be agreed upon before the examination is given.
- (4) After an agreement is reached, a signed copy of the examination must be forwarded to Human Resources where it will be reviewed for consistency and to see that it is in keeping with the provisions and intent of the Working Agreement.

After such review, if any changes are recommended, the copy will be returned to the examiners for their further consideration. If changes are made by the examiners, a revised, approved copy will be sent to Human Resources for file. If there are no changes recommended, the initial approved copy will be retained by Human Resources' files.

### Administering the Examination

- (1) Arrangements for giving the examination should be made by the department or division where the vacancy exists with the concurrence of the examiners. This includes time, place and notification of applicants.
- (2) Prior to the examination, arrangements should be made for pencils, paper, reference materials (if needed) and demonstration equipment (if used), etc.
- (3) The examiners shall decide who is to give instruction to the applicants. Instructions which should be given to the entire group should be clearly stated and include such items as:
  - ( a ) Introduction of examiners
  - ( b ) Location of drinking fountains and toilet facilities
  - ( c ) Use and limitations of handbooks or other materials
  - ( d ) Time limitations

**NOTE:** Whenever an applicant asks a question relating to the examination which the examiners feel can be answered, both the question and answer must be given to the entire group.

### After the Examination

The examiners may grade the results by one of three methods: (1) They may be graded independently and the results averaged; (2) examiners may jointly agree on the value to be awarded to each answer; or (3) a combination of both methods.

The findings of the examiners shall be final.

After the exam has been graded, the results will be forwarded to Human Resources which will promptly notify the applicants of the results.

Under no circumstances are examiners to discuss the results of their grading with any of the applicants. An applicant's request for information about the results of the examination should be referred to the employee's supervisor.

**Conclusion**

The role of the examiners is an important one, since the success of the job posting and examination procedure depends upon the examiner's sincerity and ability to fulfill their responsibilities to the Company and the Union.

Every effort, therefore, should be made to insure that all employees are given a fair and equal opportunity to prove their ability and knowledge of the job for which they are attempting to qualify.

**+ Exhibit M16**

February 14, 1980  
(Amended 6/1/83)  
(Amended 5/1/2003) Item 70, 2003 Negotiations

**Grievance 79-10**

The Company and Union agree that a Line Clearance Man/Woman 2/C may be assigned under the direct supervision of either a Line Clearance Man/Woman or a Lineman/Linewoman of a higher classification to trim trees, clear lines, and perform other related line clearance work along energized distribution and transmission lines. In such cases, if the employee directly supervising the Line Clearance Man/Woman 2/C is not a Line Clearance Man/Woman of a higher classification, such Line Clearance Man/Woman 2/C shall be upgraded in accordance with the Working Agreement except when such related line clearance is performed from the ground. However, it should be clearly understood that such Line Clearance Man/Woman 2/C may be assigned to perform the work of a lower classification for which the employee is qualified without upgrading.

**+ Exhibit M17**  
(See 1971+15)

**UNIFORM PRACTICE FOR THE EQUALIZATION &  
ASSIGNMENT OF OVERTIME AS REVISED ON JULY 1, 1975**

(Revised 7/1/77, 7/1/83, 7/1/87, 7/1/89,  
7/1/91, 7/1/94, 7/1/98 and 5/1/2003)

Uniform Practice for the Equalization and Assignment of Overtime.

## **I. General Rules**

- 1. The following procedure which supersedes all other written or verbal agreements for distributing overtime shall apply to all regular and probationary employees. It will not apply to temporary employees.**
- 2. Scheduled overtime records and a call-out system will be maintained for employees at each work headquarters as a basis for the assignment of scheduled overtime and for calling employees for overtime work.**
- 3. Every effort will be made to equitably distribute scheduled overtime paid to qualified employees and to provide a fair and equal opportunity for call outs.**
- 4. Scheduled overtime records under this practice will start at July 1, 1964, and will continue on a "carry-over" basis thereafter. This carry over may be reduced by an agreement adopted by a two-thirds majority of the employees in the classification involved within the appropriate grouping.**

**In the event scheduled overtime records are reduced to zero for all employees on an overtime list in accordance with the above paragraph, the list showing all employees at zero will be put in seniority order with the senior employee being given the first opportunity to respond. The overtime list will revert to the low employee as soon as the next overtime list is published showing an employee with charged hours greater than zero.**

- 5. A temporary employee (not a probationary employee) will not be called out or scheduled for overtime assignments if regular employees in the same classification are able and willing to accept the assignment. This will not affect extended day work.**
- 6. Individual changes in procedure will be made only upon mutual agreement between the Company and the Union.**

## **II. Scheduled Overtime**

- 1. Insofar as possible scheduled overtime will be assigned by referring to a scheduled overtime record prepared each week with the low employee being given first preference. Exceptions to this general rule are as follows:**

- a. In the case of an extended workday those employees already assigned to the work may be asked to continue regardless of their position on the list.
  - b. With respect to work in progress, those employees already assigned to the work and who are most familiar with it, may be asked to continue on an overtime basis without regard to their position on the list.
  - c. If the overtime work is of a specialized nature (such as the use of Kenetron, Mueller, or welding equipment), a qualified employee who customarily does the work may be assigned.
2. If an employee refuses a scheduled overtime assignment or accepts an overtime assignment and subsequently does not report for duty, the employee will be charged with the number of hours actually paid to the employee who worked the assignment.
3. If an employee is absent for any reason, the employee's record will not be charged during this absence; however, in case of extended absence in excess of two weeks due to sickness, leave of absence without pay, military leave, or where an employee cannot accept extra work due to health reasons, the employee will be charged with sufficient hours to equalize the employee with the lowest active employee in the employee's classification grouping.
- 4A. An employee assigned to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment.
- B. Employees who accept assignments to work for another utility accept such assignment for the entire period of such assignment or until the Company releases such employee(s) to return to Central Hudson. Any employees released to return to Central Hudson shall be released based on the then current scheduled overtime list.
- C. An employee who declines an assignment to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment or up to the point where Central Hudson would have released such employee to return to

Central Hudson. However, if such employee who refused the assignment has a full week of vacation during the entire period or some portion of the entire period of such assignment, such employee will not be charged with refused overtime during such week of vacation.

D. Any employee assigned to work for another utility outside Central Hudson territory who is a shift or special schedule employee shall be considered to be a day worker during the entire period of such assignment. The short notice shift schedule change provisions of the labor agreement shall continue to apply to such employees when making such assignments.

5. Scheduled overtime records will be posted weekly and will show the number of hours charged to each employee. A copy will be supplied to the steward on the steward's request.

6. If an employee's job classification grouping or headquarters is changed, including transfers made pursuant to Article IV J 4, the employee will start in the employee's new classification grouping or at the employee's new headquarters with the average scheduled overtime hours charged to the employee in the employee's new classification grouping or at the employee's new headquarters. For overtime records of roving Linemen/Linewomen see 1977+20. For overtime records of roving Gas Mechanics see 1987-M+30. For overtime records of roving Testers see 1991-M+40.

In the event an employee returns to his/her former position within his/her 2 week returnable right period from another bargaining unit position or within the first 2 weeks of assignment to an unclassified position, such employee shall resume in the former job he/she is returning to the amount of charged overtime he/she had at the time of transfer to the new position.

7. If an employee is working overtime as the result of assignment on a "scheduled" basis and is "scheduled" for a further overtime assignment while working, such additional overtime shall be considered "scheduled".

8. When it is necessary to schedule employees as "helpers" in the line and gas forces for overtime work, the assignment will be made from a group of classifications comprised of Equipment Operators, Field Clerks, Equipment Operator-Dynamite Handlers, Linemen/

Linewomen 3/C, Gas Mechanics 3/C, Gas Mechanic Welders 3/C, Splicers 3/C and Splicer-Helpers and Mechanics 3/C. All Utility Workers within the same division and headquarters regardless of normal assignment will be listed together with those classifications listed above and will be scheduled for overtime assignment in either gas or electric. The overtime assignment will be made on the basis of the job classification required for the work; however, insofar as possible an effort will be made to equalize scheduled overtime among this group.

Where the work assignment is work of a nature that will provide an individual an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may schedule an individual out of turn.

9. When an employee has been scheduled to work and is called out before the scheduled reporting time, those hours between the call out and the scheduled reporting time will be considered call out; all other hours worked will be charged as scheduled overtime.

10. If after going through the scheduled overtime list in the district where the overtime is required and no one accepts the scheduled overtime, then the employee(s) on the scheduled overtime list in question, who is/are the lowest on the scheduled overtime list will be selected and will be assigned to work. The overtime hours normally recorded pursuant to Section II, paragraph 2, for any individual so assigned shall be doubled (i.e. declined hours plus paid hours).

**III. Call-Outs**

1. For the purpose of this procedure a notification to an employee while off duty either to report for immediate duty or at a designated time shall be considered a call-out and made from a rotating call system.

2. In an emergency or for work of a specialized nature if it becomes necessary to call an employee out of turn, a skip tag will be placed on the employee's call card.

3. If an employee refuses a call or cannot be reached, the next employee in rotation will be called and the employee who could not be reached will be placed in last place. If an employee is on vacation, the employee's card



will be so marked and the employee will not be called. In such cases, the employee's card will be placed in last place.

4. If an employee is unable to accept calls for health or other reasons, the employee may be temporarily removed from the call list until the employee is able to accept calls.

5. Sleep time worked resulting from a call-out will be treated as part of the call-out and not as scheduled overtime.

6. When it is necessary to call a "helper" in Customer Services, the call will be made from a rotating call list comprising Utility Workers, Equipment Operators, Field Clerk/Storekeepers, Linemen/Linewomen 3/C, Gas Mechanic 3/C, Gas Mechanic Welders 3/C, Equipment Operator-Dynamite Handlers, Mechanics 3/C, Splicers 3/C and Splicer Helpers. If it is necessary to call an Equipment Operator, Field Clerk/Storekeeper, Lineman/Linewoman 3/C, Gas Mechanic 3/C or Gas Mechanic Welder 3/C within their separate classifications of work, a skip will be applied. Where the work assignment is work of a nature that will provide an individual an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may call out an individual out of turn and a skip will be applied.

7. If it is resolved by the district and the Control Center that an employee was called in error by the Control Center, that employee shall be charged with a skip.

8. Employees transferred pursuant to Article IV J 4 shall be placed last on the callout list in the district such employee was transferred to.

#### IV. Exception to Foregoing Procedures

1. The parties agree that an employee assigned as a rover pursuant to Item 1977+20 or 1987-M+30 may be asked to work overtime in the headquarters the employee is roving to after all employees on the headquarter overtime list have been offered the opportunity to work the overtime in question.

2. With respect to Electricians, the following will apply:

a. When it is necessary to call a "helper" for the Electricians in the district\*, preference will be given

to Electricians 3/C, Field Clerk/Storekeepers and Utility Workers assigned to that district\*.

b. In the district\*, all scheduled overtime will be distributed equitably among qualified employees in each job classification.

c. Upon refusing scheduled work, the employee will be credited with overtime hours to be paid for, equal to the scheduled work. This will be added to the overtime record.

d. When overtime scheduled work is necessary, an effort will be made to use the employees in the district\* in which the work exists. If these employees refuse or are already engaged in overtime work, an effort again will be made, providing that additional expenses are not incurred, to obtain people from the district\* in which the lowest overtime exists. The above statement does not pertain to extended days.

e. When employees from within a district\* are not available, required personnel assigned to the headquarters closest to the assigned work will be used.

\*District, in this context, indicates the employees in a headquarters assigned to the General Services Division. (See Exhibit 116)

+ Exhibit M18

March 5, 1971

(Amended 6/1/83)

Amended 5/1/08 (Item 40, 2008 Negotiations)

The Company and I.B.E.W., Local 320 approve the attached Memorandum of Agreement "Project Trainee".

This agreement shall become effective as of the date of signing and shall remain in full force and effect for two years and, thereafter, shall be considered renewed for periods of one year provided, however, that a written notice of desire to terminate may be given by either party not more than 30 but not less than 15 days prior to the renewal date. Individuals entering the program may complete the program as it applies to them.

This supersedes the Memorandum dated December 30, 1970.

December 30, 1970

## MEMORANDUM OF AGREEMENT

### "PROJECT TRAINEE"

#### Background

The purpose of this discussion is to explain the proposed program and secure the cooperation and assistance of Local 320 in helping the Company put into effect the Pilot Program of hiring and training a limited number of "hard core" unemployed.

It is hoped that this joint effort will help find solutions to one of the Nation's most pressing social problems.

#### Objective

The primary objective of this Pilot Project will be to employ, educate, counsel, train and motivate this limited number of previously unemployed or under-employed to become self-respecting citizens of their community as well as good Union members and productive employees of Central Hudson.

#### General

The usual practice of seeking applicants with High School Diploma or equivalent will be waived for entry into this program. Interviewers will, to the best of their ability, determine the motivation and attitude of the candidates.

Normal physical requirements will be adhered to and candidates must be able to successfully complete the regular general physical and back x-ray examination.

#### Conditions of Employment

1. Candidates in order to be eligible for "Project Trainee" employment must have attained their eighteenth birthday.
2. Individuals will be hired as Utility Worker (Project Trainee) under Job Specification No. 103.3 for a period of up to two years. During this period, they will be considered to be "probationary employees". For the purposes of identification, they will be called "Project Trainee" employees.

3. All "Project Trainee" employees will become members of I.B.E.W. Local 320 no later than the thirty-first (31st) day after the date of employment.

4a. As "Project Trainee" employees, the provisions of Article IV of the Working Agreement with Local 320 shall not apply. Therefore, participants in the Pilot Program may be engaged for work only if it will not result in the layoff of regular employees. They shall have no seniority during the period they are considered "Project Trainee" employees; however, if when in the opinion of the Company they are entitled to become regular employees and they become regular employees, they shall have seniority and service starting from the date of employment with the Company. All other applicable provisions of the Working Agreement shall apply unless otherwise stated in this memorandum.

4b. It shall be understood that during the time they are considered "Project Trainee" employees they shall have no "bidding rights" under the posting and examination procedure.

4c. As "Project Trainee" employees they will not be called out or scheduled for overtime assignments if the regular employees are able and willing to accept the assignment. This will not, however, apply to extended day work.

5. Individuals must understand and agree to abide by the requirements of the training program under which they are hired. (See attached copy of statement to be signed by "Project Trainee".)

6. If in the opinion of the Company any of the participating "Project Trainee" employees do not meet the requirements, the Company reserves the right to terminate the individual or individuals from the employ of the Company without notice. At the option of the Company, severance pay may be granted in lieu of notice. The Union will be notified in advance of any such action on the part of the Company in accordance with the Working Agreement.

Employee Benefits

"Project Trainee" individuals will be provided the following employee benefits during the term of the program:

1. Contributory PPO Health Care Plan coverage.

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X  
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2. All legally required benefits such as Worker's Compensation, New York State Disability and Social Security.
3. Paid sick time in accordance with the New York State Disability Benefits Plan for Group "B" employees.
4. Paid vacations in accordance with the provisions applying to regular employees.
5. Paid holidays in accordance with the provisions applying to regular employees.
6. Eligible for contributory Life Insurance benefits in accordance with the Company's Group Life Insurance Plan.

### Rates of Pay

During the term of the training program, the participants will be paid at the first step of Pay Group 11. Upon their acceptance as regular employees and if their total service within the Local Union 320 exceeds six months, they will be progressed to the second step of Pay Group 11.

### TRAINING PROGRAM - PILOT PROJECT

#### First Phase

Candidates after being selected will be enrolled in the HVOIC Feeder Program. These individuals will not be on the payroll of Central Hudson Gas & Electric Corporation until the feeder program has been successfully completed.

Prior to the actual start of the feeder program, candidates will receive a brief explanation from two employees giving them an indication of exactly what duties the Utility Worker performs and some insight as to what their experiences were with Central Hudson. This should present to the candidates the idea that a job really does exist at the end of their training program and will establish for them some reachable and attainable goal.

During the feeder program they will receive the following training:

- 5 hrs. Computational Skills (Basic Arithmetic)
- 5 hrs. Communication Skills (Basic English)
- 2 hrs. Minority History
- 2 hrs. Personal Development (Grooming-Hygiene, etc.)
- 1 hr. Consumer Education

All efforts will be made to have these courses taught during the day; however, at present they are only available on an evening basis. The schedule now provides for this training three evenings per week.

During the concluding sessions of the program, they would be given an orientation by Company employees. These would be informative type sessions with the following rudimentary subjects to be covered:

- I. Orientation-Employee Relations
  - A. Program Information--self-help concept
    - 1. Purposes
    - 2. Objectives
    - 3. Responsibilities of the participants
  - B. Elementary Business Concepts
    - 1. Responsibility of Corporate Enterprise
  - C. General Utility Industry Background
  - D. Central Hudson Background Information
    - 1. Concept of service to customers
    - 2. Need for training which they will receive
    - 3. Code of conduct for employees
      - a. Hours of work, etc.
  - E. Union-Management Relations
    - 1. Local 320
    - 2. Union membership - responsibilities
  - F. Safety
    - 1. Safety Creed - Safety Manual
  - G. Promotion System
    - 1. What are employee obligations?

- II. **Orientation--Line Organization**
  - A. **Organization Structure**
    - 1. **Reporting relationships**
  - B. **Types of work being performed**
    - 1. **Duties of a Utility Worker**
  - C. **Responsibilities to fellow workers**
    - 1. **Relationships within a crew**
    - 2. **Attitude**
    - 3. **Productivity**
    - 4. **Attendance**
  - D. **Types of equipment and tools**
    - 1. **On-the-job training for the future**
    - 2. **Type of clothing to be worn**
    - 3. **Eating--bring lunches, etc.**
  - E. **Types of skill required for future advancement**

At the conclusion of the program those selected candidates will be notified that they are now eligible for temporary employment with Central Hudson and will be asked to sign a statement of understanding (see attached).

### **Second Phase**

Upon successful completion of the first phase of training, the selected candidates will be asked to report to a specified work headquarters. After reporting, each individual will be assigned to work as a Utility Worker (Project Trainee) and will perform all of the normal duties associated with this classification.

During their first year of employment, it is understood that each candidate will voluntarily participate in a training program designed by Mind, Inc. This program requires that students listen with earphones to small transistor tape recorders and write in workbooks. They work at their own speed, repeating lessons without being observed by anyone. Roughly for each 22 hours of study they should improve their ability by 1.43 grade levels.

The students will participate two or three nights per week until they have exhausted the teaching program--the amount of time required to do this will vary depending upon their abilities and previous education, but it should not be more than 160 hours of instruction.

### Third Phase

At the completion of the Mind, Inc. instruction phase (1 year maximum), the selected candidates will sign up to take the New York State High School Equivalency examination. Hopefully, all should pass. If an individual does not pass, consideration must be given to whether or not they should remain in the training program for additional instruction or be dropped from further consideration.

If the selected candidate successfully passed the examination and is to be granted a New York State High School Equivalency Diploma and the supervisors feel that the trainee's on-the-job training has been satisfactory, the trainee will be transferred to regular status with all the rights and privileges of a regular employee.

### Evaluation

The Working Foreman/Forewoman or Chief will evaluate each "Project Trainee" employee on a weekly basis. This evaluation will be routed through the Distribution Superintendent to the Human Resources coordinator.

### Counseling

The Human Resources coordinator will see that each "Project Trainee" receives the necessary counseling and guidance to minimize all problems and keep the individual posted as to their progress in the program.

### Supervision

As a necessary part of this program, the supervisors (including Foreman/Forewoman, Working Foreman/Forewoman or Chief) must be given some training with regard to handling this type of employee. This is a very important phase of their operation since the supervisor's understanding and ability to handle their particular problems will be primary to their success. It will also serve to point out to the supervisor the necessity of the weekly evaluation sheets and the supervisor's role as counselor.

**STATEMENT OF UNDERSTANDING**

**“Project Trainee” Program**

I understand that I am being hired for a “Project Trainee” position that does not require a high school education or the equivalent and that I may not bid for any other position while I am on “Project Trainee” status.

It is also my understanding that I will not be accepted as a regular employee unless I obtain a New York State High School Equivalency Diploma and in the opinion of the Company, successfully complete the “Project Trainee” training program within the maximum two-year period. I understand that during the period of the training, the following benefits will be provided:

1.     Contributory PPO Health Care Plan coverage.
2.     All legally required benefits such as Worker’s Compensation, New York State Disability and Social Security.
3.     Paid sick time in accordance with the New York State Disability Benefits Plan for Group “B” employees.
4.     Paid vacations in accordance with the provisions applying to regular employees.
5.     Paid holidays in accordance with the provisions applying to regular employees.
6.     Eligible for contributory life insurance benefits in accordance with the Company’s Group Life Insurance Plan.

I understand that the Company may terminate my employment at any time during the period of the “Project Trainee” Program.

I understand that I shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of my employment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Trainee

**+ Exhibit M19**  
(Amended 6/1/83)  
(Amended 7/1/85)  
(Amended 7/1/94)

The Chief Construction Maintenance Man/Woman will be increased from Pay Group 18 to Pay Group 19.1 (top step only) and the Construction Maintenance Man/Woman 1/C from Pay Group 16 to 17.1. Attached hereto are the related job specifications.

Construction Maintenance Men/Women will be required to perform general welding work associated with normally assigned activities, to operate a bulldozer with a blade, to install conduit or pipe, to bend and thread conduit in conjunction with underground site preparation, to operate a pole digger/auger under direction of a Chief or Working Foreman/Forewoman in non-energized conductors, and to perform maintenance and repairs to minor power tools such as lawn mowers, snow blowers, vibrators, etc. The duties of such employees, however, will exclude the following: (1) operation of a crane; (2) erection of metal structures (excepting erection of control buildings, fences, etc.); and (3) gas pipe fitting; however, they may assist other classifications in the performance of the work in clauses (1) - (3) above.

**Exhibit M20**

November 8, 1976  
Revised July 1, 1989, 7/1/98

**TO ALL EMPLOYEES:**

**Re: Required Eye Protection  
Prescription Glasses**

Refractions for and fitting of prescription protective eyewear authorized under the Company program may be obtained without cost to the employee at many commercial retail establishments throughout the Hudson Valley or through a member of the Hudson Valley Optometric Society (see attached locations and telephone numbers).

In the event an employee desires and selects the refraction, fitting and dispensing services to be performed by a New York State licensed Vision Care Professional other than the designated contractors the employee may do so. In such instances the Company will reimburse the employee an amount not to exceed:

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1. \$55 for routine refraction,
2. \$15 for routine fitting and dispensing,
3. \$15 for repairs,

or the amount charged the employee, whichever is the lesser.

Employees are reminded that authorization is essential prior to arranging for any of the services necessary in obtaining or maintaining prescription glasses required by job assignment.

All plano/protective or corrective/ protective eyewear issued to or provided employees remain the property of the Company and are not to be altered in any manner. This prohibition includes the treatment of glasses for "tinting" or modifying to "photo grays".

Details of the revised plan may be obtained from your supervisor.

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**  
**EYE PROTECTION PROGRAM**

---

**General Eye Safety**

The purpose of the Company's eye safety program is to provide eye protection, not eye correction, which is a personal responsibility of the employee. "Cover-glass" monogoggles, face shields, extra dark goggles with dark side-shields for use in live-line tool work and similar "common-fit" eye protection devices are storeroom issue. Personal, spectacle-type safety glasses are provided when the routine work assignment requires eye protection. This determination is made by local supervision and requires the approval of the Safety Director.

**Plano (No Correction) Safety Glasses**

Plano safety glasses are furnished by the Company to those employees whose routine job assignments require eye protection and who do not require corrective lenses.

**Prescription Safety Glasses**

Prescription safety glasses are furnished by the Company to those employees who routinely work in job assignments where eye protection is required and whose vision requires corrective lenses for the performance of the work requiring the eye protection. Authorized prescription safety glasses may be obtained by the employee through New York State

licensed practitioner(s) of the Vision Care Professionals under contract (hereinafter collectively called "Contractor") with the Company. Prescription "sun glasses" are not provided under this program.

**1. Procuring Prescription Safety Glasses**

Employee authorization to arrange for a refraction (examination), fitting and dispensing of prescription safety glasses by the Contractor must be obtained through local supervision PRIOR to arranging an appointment with the Contractor. Initial authorizations require also the approval of the Safety Director.

The Company will supply or cause to be supplied those materials which, in its sole discretion, are necessary to furnish prescription eye protection provided for hereunder and which is compatible with its Eye Protection Program.

**2. Payment for Professional Services**

**a. Professional Services, Contractor**

Refraction, fitting and dispensing fees of the Contractor will be paid for by the Company. Professional fees for additional services other than routine refraction, fitting and dispensing shall be paid for by the employee if and when the employee elects to receive such additional services. The name(s) of the Contractor will be made available to employees.

**b. Professional Services, Other than Contractor**

If an employee desires and elects the refraction, fitting and dispensing to be performed by a New York State Licensed Vision Care Professional other than the named Contractor, the employee may do so. In such instances the Company will reimburse the employee an amount not to exceed:

1. \$55 for routine refraction
2. \$15 for routine fitting and dispensing
3. \$15 for repairs,

or the amount charged by the Vision Care Professional, whichever is the lesser.



**Maintenance of Spectacle-Type Protective Eyewear**

1. All plano/protective or corrective/ protective eyewear issued to or provided employees remain the property of the Company and are not to be altered in any manner.
2. Minor repairs to plano/protective eyewear may be made at any of the issuing locations designated within the Company.
3. Repairs to corrective/protective eyewear must be made by a New York State licensed member of the Vision Care Profession. PRIOR authorization of local supervision is required. The Company will pay for such repairs performed by the Contractor.

Employees who elect repairs to be made by other than the Contractor will be reimbursed for cost of services, an amount not to exceed the applicable fees currently agreed to between the Company and the Contractor or the amount charged by the Vision Care Professional, whichever is the lesser.

Materials required for repairs will be provided in the same manner as original purchase.

**Frequency of Refractions and Replacement of Corrective/Protective Eyewear**

1. The Company will pay for the initial refraction requested by the employee only when the refraction indicates that corrective lenses must be worn for the performance of the work requiring eye protection to which the employee is routinely assigned.
2. An interval of at least one year must elapse between the initial refraction which required the Company's provision of corrective/ protective eyewear and a subsequent refraction before the Company will assume the obligation of the second refraction.
3. Company obligation for refractions subsequent to the initial and first following refractions is limited to periods of not less than two years. Although the examination appointment arrangements with the vision care professional may be completed prior to the end of the two-year period, two calendar years must elapse between actual examinations.
4. Replacement of corrective/protective eyewear will not be made on prescriptions which are four years or more from date of refraction.

5. Subject to approval of local supervision, corrective/protective eyewear is to be repaired or replaced as required. Lenses must be inspected frequently. Deeply scratched or pitted lenses will not provide the designed protection and must be replaced.

6. Routine authorizations that the Company issued for refractions and resultant prescriptions for corrective/protective eyewear are limited to single-grind and single-segment bifocal. Multiple segmenting of lenses for special applications require the statement of purpose and the approval of the Division Manager or Superintendent added to the order of authorization.

+ Exhibit M21  
July 12, 1965  
(Amended 6/1/83)

**Clarifications to Memorandum of Tentative  
Agreement Between Central Hudson and Negotiation  
Committee of Local 320 - June 22, 23, 24, 1965**

This memorandum sets forth clarifications of certain items in the Memorandum of Tentative Agreement between Central Hudson and Negotiation Committee of Local 320 which were made by the Company to the Negotiation Committee at a meeting held on July 12, 1965. The item numbers referred to are the item numbers contained in said Memorandum of Agreement.

**Appendix F to Exhibit B**

If three or more Electricians come into Danskammer as a crew, they will bring with them their own Working Foreman/Forewoman.

Exhibit M22  
(Amended 5/1/2003)

**Memorandum of Agreement Between  
Central Hudson and I.B.E.W. Local 320  
Re: Item 56 of the Memorandum of  
Tentative Agreement dated June 5, 1969**

The phrase “dependent children who are full-time students” as used in Item 56 and the associated Exhibit 17 of the Memorandum of Tentative Agreement, dated June 5, 1969, shall mean the following:

A child of a covered employee who is receiving more than half of his/her support from the covered employee, and who is either (1) a “full-time student” at an “education institution” (as those terms are defined below), or (2) pursuing a full-time, accredited institution on-farm training course.

A “full-time student” shall be one who is enrolled in an educational institution for the number of hours or courses which is considered by the educational institution to be full-time attendance.

An “educational institution” shall be one which normally maintains a regular faculty and curriculum and has a regular body of students in attendance at the place where educational activities are carried on. Included in this category shall be primary, secondary, normal, technical and mechanical schools, colleges and universities and similar institutions. Excluded from this category shall be non-educational institutions, on-the-job training schools, correspondence schools and night school.

#### Exhibit M23

(Amended 5/1/2003)

#### 1965 Local 320 Negotiations

#### T&D and TOC Job Specifications Changes

#### Customer Services Division District Representative and Estimator

The Company requests a minor change in the job specifications for Estimator 1/C and 2/C and District Representative to make the job content of these classifications conform more closely with the basic objectives of the new Customer Services Division directed toward improving customer service. The proposed change permits the Company greater latitude and opportunity to assign either an Estimator or a District Representative to handle all of the customer and public contacts and technical layout work directly associated with the establishment of the less complicated service extensions and relocations.

The change is intended to improve customer service by eliminating duplication of effort and permitting one employee to handle the complete job of less complicated service extensions and relocations. In most cases when it has been necessary to contact the customer to obtain information concerning field work, a Commercial Representative has been called in to talk with the customer. There have been instances where several employees have eventually met with the customer to discuss the same job.

The Company's public image would be improved by having one employee involved in these situations.

Attached hereto are job specifications for Estimator 1/C, Estimator 2/C and District Representative, revised to accomplish the objectives stated above. The additional language in each case is underscored.

The phrase "less complicated service extensions and relocations" as used in this memorandum and in the specifications attached hereto is defined as follows:

Any line extension not requiring more than one additional pole or any service lateral regardless of the length of such lateral; including lesser jobs involving secondary extensions; area lights or individual multiple street lights wherein only the application of the Company construction standards is required.

**Exhibit M24**

(See next 3 pages)

CENTRAL HUDSON & I.B.E.W.  
GRIEVANCE FORM

GRIEVANCE NUMBER

08 - 999  
(Assigned to Supervisor  
by Labor Relations Mgr.)

Step 1. a. This issue was discussed between the grievant Marvann Johns and his/her steward Monica Meier with the grievant's Supervisor Richard Sansbury on 5/1/08. The results of Step 1. a. do not resolve the grievance and it is hereby presented in Step 1. b. Date 5/8/08. The following is a violation of Article V Paragraph C on page 72 of the agreement dated May 1, 2008.

Description of grievance. (Use separate sheet if necessary.)  
(Include names, dates and other relevant facts)

On May 1, 2008, Marvann Johns, an Accounting Clerk 2/C was assigned to perform the work of Joseph Smith, an Accounting Technician 1/C, who was on vacation. Ms. Johns was subsequently refused an upgrade as provided for in the Bargaining Agreement.

Signature of Aggrieved Employee Marvann Johns Signature of Steward Monica Meier  
Date Received by Supervisor \_\_\_\_\_ Supervisor Richard Sansbury

Supervisor's Decision \_\_\_\_\_ The Company finds no violation of the Bargaining Agreement. The work performed by M. Johns is within the scope of the Accounting Clerk 2/C job specification.

Reply to aggrieved employee on 5/15/08 by Richard Sansbury

1. The grievance Number shall be assigned by the Labor Relations and Benefits Manager and must be posted on the original grievance form prior to returning it to the grievant as outlined in Number 3 below.

2. This information is supplied by the grievant and his/her shop steward and must be signed by both where indicated. The original grievance form should be given to the grievant's immediate supervisor within ten (10) working days of the original discussion of the alleged violation.

3. This section must be completed and signed by the supervisor on the original grievance form where indicated and the original must be returned to the grievant within five (5) working days of receipt. The Grievance Number must show in the upper right-hand corner of the grievance form as noted in Number 1 above.

GRIEVANCE NUMBER  
C.H.G.&E.  
&  
I.B.E.W. 08 - 999

Appeal to Division Management

Step 2. The grievance has not been resolved in Step 1 and the grievant, M. Johns and his/her steward, Monica Maher, hereby appeal the grievance to Division Management. The reason the dispute was not settled in Step 1 is: The Company's answer in Step 1 is unacceptable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copies of this appeal shall be sent to the Union Business Manager or President and the Company's Labor Relations Manager.

Received by Division Manager on \_\_\_\_\_ Initials \_\_\_\_\_  
Division Manager's answer following 2nd step meeting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Step 3. Appeal to the Personnel Division by the Union Business Manager or President \_\_\_\_\_ on \_\_\_\_\_

Reason \_\_\_\_\_

Results of Joint Committee Meeting \_\_\_\_\_

4. If the supervisor's answer is not acceptable, then the grievant and the Local Union Representative shall complete this section of the original grievance form, including transferring the grievance number to the upper right-hand corner, and shall forward this original grievance form to Division Management within 15 working days after the first Thursday of the month following the month in which the supervisor's reply was received. Copies should be sent to the Union President, the Recording Secretary and the Labor Relations Manager.

5. Division Management shall issue an answer to the Union President on the original grievance form within ten (10) working days of the second step grievance hearing.

6. If Division Management's answer is not acceptable, then the Union President can appeal by completing this section and forwarding the original grievance form to the Labor Relations and Benefits Manager within ten (10) working days of receipt of Division Management's answer.

7. The Joint Committee will issue an answer and if the grievance is not settled by such answer, either party may submit the issue to binding arbitration within 15 working days of the failure to settle the grievance by the Joint Committee. The original grievance form is retained by Human Resources for its files.



Exhibit 24  
February 27, 1970  
Revised July 1, 1983  
Revised July 1, 1989  
Revised May 1, 2008

**BID FORM**  
Central Hudson Gas & Electric Corp.

Date mailed by you from your headquarters.

Posted headquarters for which you are bidding in order of preference.

All employees are encouraged to apply for positions which suit their individual qualifications and personal interests. Positions will be filled pursuant to the terms of the Working Agreement and without regard to one's race, color, creed, sex, age or national origin.

Number in right-hand corner of posting.

Date 5/1/08

HEADQUARTER LOCATION

CHOICE

Title of posted position.

Posting No. 08-999  
Position Estimator 3/c  
Group Customer Services

Catskill  
Kingston  
So. Rd.  
Shickkill  
Newburgh

1st  No Vacancy  
2nd  No Vacancy  
3rd  No Vacancy  
4th  No Vacancy  
5th  No Vacancy  
6th  No Vacancy  
7th  No Vacancy  
8th  No Vacancy  
9th  No Vacancy

Date on posting.

Posted on 5/1/08

PRINT your name clearly.

Name JANE DOE  
Present Position Acct. Tech. 1/c

Your 1st level of unclassified supervision.

Headquarters South Rd  
Supervisor Linda Harrison  
Signature Jane Doe

Your signature.

I AM APPLYING FOR THIS POSITION FOR A HOLDING GRADE ONLY  (CHECK)  
DO NOT WRITE BELOW THIS LINE

To indicate that you are applying for the purpose of achieving a holding grade only.

- The position was awarded to a senior applicant.
- You passed the exam.
- Declined position.
- You failed the exam.
- The position was awarded to a probationary employee with a higher mark.
- Posting cancelled or withdrawn.
- Late bid; not accepted.
- You will be assigned to the position.
- You were not eligible to bid.
- You withdrew.
- Qualifying exam.
- You failed to appear for the exam.
- You do not have the requisite experience to take the exam per Exhibit 3 of the Labor Agreement.

To be filled out by Human Resources. This notification is sent to employee & immediate supervisor.

The examination will be given at AUDITORIUM on 5-22-08 at 8:30AM!  
(location) (month) (day) (year) (time)

- See your supervisor for your release from work to attend the examination.
1. Print clearly all information requested using a ball-point pen or hard pencil.
  2. Do not write below the heavy line.
  3. Do not separate the form.
  4. Mail the completed form intact to Human Resources, South Road.

+ Exhibit M25  
January 2, 1971  
(Amended 5/1/2003)  
(Amended 5/1/08)

**Memorandum Regarding Substitution of  
Roving Mechanic-Operator Job Specifications for  
Those of Hydro Station Mechanic-Operator**

The Company and the Union agree:

Effective February 1, 1971, the present specifications for Hydro Station Mechanic-Operator are hereby eliminated and in substitution, therefore, the attached specifications for Roving Mechanic-Operator are hereby adopted.

On February 1, 1971, the present incumbent of the hydro station classifications will be reclassified as follows:

1. Chief Mechanic shall become Chief Roving Mechanic-Operator. (Pay Group 21)
2. Hydro Station Mechanic-Operator, First Class, shall become Roving Mechanic-Operator First Class. (Pay Group 19)
3. Hydro Station Mechanic-Operator, Second Class, shall become Roving Mechanic-Operator, Second Class. (Pay Group 16)

The present members of this crew (Charles G. Stokes, Carl G. Bush, Elwin F. Schoonmaker, Arthur D. Mott) will not be considered as shift workers under the Roving Mechanic-Operator job specifications they are initially assigned to. Roving Mechanic-Operators will be considered special schedule workers when relieving Hydro Station Operators First and Second Class.

1. James J. Merritt, a present Hydro Station Mechanic-Operator 2/C will be frozen at his existing level in the new classification of Roving Mechanic-Operator 2/C.
2. While on assignment to steam electric generating station normally manned on a continuous basis, Roving Mechanic-Operators will be scheduled 8:00 a.m. to 4:30 p.m., Monday to Friday, as the basic workweek.
3. A Roving Mechanic-Operator crew consisting of three to eight employees shall include a Chief Roving Mechanic-Operator when working in the field. It is recognized that the

working conditions of the Roving Mechanic-Operators are similar to those of field crews and, accordingly, the requirement for the inclusion of a Chief Roving Mechanic-Operator for a crew of three to eight employees is recognized as based upon different conditions than those upon which the requirement of inclusion of Chief Plant Mechanic for a group of four or more employees is based (see eighth paragraph, Article V, Section C of the T&D Working Agreement).

4. Amend Article V, Paragraph C, third Section to include Roving Mechanic-Operators.
5. Substation Operators First and Second Class will be utilized for observation and communication only relative to peaking units not normally manned.
6. The Chief Roving Mechanic-Operator shall receive Pay Group 22 for any hours that he/she supervises Plant Technicians First Class and/or Substation Technicians 1/C.
7. Roving Mechanic-Operator jobs shall become jobs subject to automatic progression.

The new classification of Roving Mechanic-Operator 2/C shall have a maximum time in grade of 2-1/2 years and the new classification of Roving Mechanic-Operator 3/C shall have a maximum time in grade of one year. Selection and training will be done in accordance with Appendix A of the T&D Agreement.

### Exhibit 26

July 21, 1980

### Grievance 79-22

If an employee who has either accepted an assignment to a new position or becomes the incumbent in such a new position and the new position becomes unavailable to the employee (other than by virtue of a voluntary rejection of such new position or a voluntary withdrawal from such new position), the employee will continue to be considered for any other prior posted position to which the employee was assigned and thereafter withdrew (and for which the employee continues to be qualified), providing a selection under such prior posting has not been made at the date such new position becomes so unavailable.

Exhibit M27  
(Amended 5/1/2003)

**Establishment of a Joint  
Committee on Alcoholism**

In 1969 the Company officially adopted a policy on alcoholism that recognizes it as an illness just as deserving of diagnosis and treatment as any other illness.

It is proposed that a Joint Committee on Alcoholism consisting of three members be established to help develop and foster programs of early detection and effective motivation. These programs will be company-wide and will be designed to make maximum use of the existing communicative systems within the Company (Bulletin, etc.) as well as attempt to develop new means of communication.

This committee will not counsel or be involved with any individual employee who has a drinking problem.

The committee members will be: one from management, up to two from Local 320. They will be volunteers and they will all be recovered alcoholics.

Exhibit 28 - (Reserved)

Exhibit 29 - (Reserved)

+ Exhibit M30  
November 14, 1973  
May 27, 1986  
Item 61, 1987 Negotiations  
(Amended 5/1/2003)  
(Amended 5/1/08)

**Re: Memorandum of Understanding  
Propane Air Mixing Facilities**

Following is the Memorandum of Understanding dated June 30, 1972, regarding Propane Air Mixing Facilities, and the May 27, 1986 Addendum thereto:

June 30, 1972

**Memorandum of Understanding  
Re: Propane-Air Mixing Facilities**

This memorandum shall be operative for a period of one year from the date hereof and shall be subject to the

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provisions of the Company's agreement with Pyrofax Gas Corporation, dated October 5, 1971, together with any future use of the propane-air mixing facilities at Poughkeepsie, New York.

Such facilities shall be operated and maintained by Roving Mechanic Operator forces assisted by the other employees as set forth below and as may otherwise be required by the Company.

The discussion leading to reaching this agreement consisted of certain pertinent questions and answers, which are set forth as follows and which shall be part of this agreement.

<u>Question</u>	<u>Answer</u>
A. Whose responsibility will it be to:	A.
1. Open first valve in natural gas line to the tank cars?	1. Gas Street Forces
2. Set and maintain car vapor discharge regulator?	2. Gas Street Forces
3. Light off vaporizer?	3. Roving Mechanic Operator 1/C
4. Perform valving of main valves in Askania mixer building on manufactured gas and natural gas headers?	4. Gas Street Forces
5. Routine changing of orifice plates within the facilities?	5. Gas Street Forces
6. Respond to problems with equipment:	6.
a. Basic unit?	a. Pyrofax, Plant Technicians, <u>Substation Technicians</u> or Roving Mechanic Operators
b. Vapor pressure regulator?	b. Gas Street Forces
c. Remainder?	c. Roving Mechanic Operators

- |    |   |    |   |
|----|---|----|---|
| 7. | Repair leaks in propane system?                             | 7. | Roving Mechanic Operators with assistance from District Mechanic (Welder) if required                           |
| B. | What will be the function of:                               | B. |   |
| 1. | Plant Helper?   | 1. | Assist in maintenance and operation of facility   |
| 2. | Roving Mechanic Operator 3/C?                               | 2. | Assist in maintenance and operation of facility   |
| 3. | Roving Mechanic Operator 2/C?                               | 3. | Assist in maintenance and operation of facility   |
| 4. | Plant Technician <u>or</u> Substation Technician?           | 4. | Maintain and repair control and similar equipment   |
| C. | What maintenance program is planned for the propane system? | C. | Routine program as determined and performed by Pyrofax except for emergency repairs                             |
| D. | What arrangements to move tank cars?                        | D. | Railroad will spot cars and Company will move as required   |
| E. | How many people will be assigned to operate the facility?   | E. | It is expected that two will be required under normal conditions  |
| F. | What classifications will be used?                          | F. | Roving Mechanic Operators, Chief, 1/C, 2/C, 3/C and Plant Helpers   |
| G. | What will be the complement of the normal operating crew?   | G. | When two employees are required, their classifications shall be at least a 1/C and 2/C Roving Mechanic Operator |

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The following is the Addendum, dated May 27, 1986, to the above Memorandum of Understanding, dated June 30, 1972;

1. Chief Gas Mechanic (125.0), Gas Mechanic 1/C (125.1), Gas Mechanic 2/C (125.2), Gas Mechanic Welder 1/C (124.2) and Gas Mechanic Welder 2/C (124.3) assigned to the Newburgh and Poughkeepsie Districts may be utilized by the Company to assist in the operation of the Newburgh and Poughkeepsie Propane-Air Plants.

2. Where Exhibit 30 refers to Roving Mechanic Operators in the answer section of Items 3, 6a, 6c and 7 of the Exhibit, Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C classifications shall be deemed to have been added to those references.

3. The normal assignment of Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C to the Newburgh and Poughkeepsie Propane Plants will be during the normal working hours provided for in the Labor Agreement for non-shift employees. In the event they are assigned outside these hours they shall receive the applicable overtime rate. The first opportunity for overtime shall be given to the employees in the classifications normally assigned to operate the Newburgh and Poughkeepsie Propane-Air Plants.

4. When Chief Gas Mechanics and Gas Mechanics 1/C are assigned to the Newburgh and Poughkeepsie Propane-Air Plants in accordance with this addendum they shall be upgraded as follows - Chief Gas Mechanic from Pay Group 20.2 to Pay Group 21, and Gas Mechanic 1/C from Pay Group 18.1 to Pay Group 19. (See 1987-M+30, Exhibit D)

5. The Company shall provide appropriate training to all the Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C in the Newburgh and Poughkeepsie Districts and shall provide a copy of the training program to the Union in accordance with Item 32 of the 1969 Memorandum of Agreement.

6. Where Exhibit 30 refers to railroad tank cars, it shall be deemed to incorporate tractor-trailer tank trucks. The off-loading of fuel shall be under the direction of an individual in one of the following classifications: Roving

Chief Mechanic Operator, Roving Mechanic Operator 1/C, Chief Plant Technician, Plant Technician 1/C or Substation Technician 1/C .

7. In the event a Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C, Gas Mechanic Welder 1/C or Gas Mechanic Welder 2/C is assigned to the Newburgh or Poughkeepsie Propane-Air Plants, the senior qualified person primarily and regularly assigned to the job shall be in charge in preference to these employees on special/temporary assignment. As an addendum to Exhibit 7, as it applies to Plant Technicians, Substation Technicians and Roving Mechanic Operators working at the Propane-Air Plants, the senior employee of either classification shall be upgraded.

8. Exhibit 30 (with the reference to Pyrofax in Item 6a considered inappropriate) shall be extended to include the Newburgh Propane-Air Plant.

9. The Company will agree that the Gas Mechanic forces will be assigned to operate the valve that mixes natural gas and propane.

+ Exhibit M31  
(Amended 6/1/83)  
(Amended 7/1/87)  
(Amended 7/1/98)

#### URD Program

The Company and Local 320 agree to perform URD work under the following conditions:

1. Electric, Telephone and Flexible Gas Piping - Central Hudson Trenching

( a ) It is anticipated that where practicable, Central Hudson will perform trenching with its own personnel; however, contractors from time to time may be used to perform such trenching. When work on a job begins, trenching shall be performed by a crew of no less than two employees, one of which will be an employee of a first-class classification. The second such employee shall be in Pay Group 16, except as otherwise provided in Supplemental Agreement 1958-16 (as amended). When the work progresses to a point where operations in addition to trenching are being performed a crew consisting of a Chief Gas Mechanic or higher, a Lineman/Linewoman 1/C / Splicer 1/C and a qualified Gas

Mechanic or Gas Mechanic Welder or a crew consisting of a Working Foreman/Forewoman 2/C (LES&T), a Gas Mechanic 1/C or a Gas Mechanic Welder 1/C and a qualified Lineman/Linewoman / Splicer will install the entire electric system, and the main gas distribution system including gas services and meters to those homes ready for service at the time the main is installed. It is anticipated that the Gas Mechanic and Lineman/Linewoman / Splicer will work together installing the electric and gas systems during which a Gas Mechanic will be primarily responsible for making all gas connections and the Lineman/Linewoman / Splicer will be primarily responsible for making all electrical connections. It is understood that the crew which includes a Chief Gas Mechanic and a qualified Gas Mechanic may work on the energized gas systems and the crew which includes the Working Foreman/Forewoman 2/C (LES&T) and the qualified Lineman/Linewoman / Splicer may work on the energized electric system. It is also understood that the addition of qualified employees which result in two qualified employees from each craft being present will enable the crew to work on both energized systems. Notwithstanding the foregoing, an electric crew only may, at the Company's election, be used for installing terminating and energizing cable within a conduit system.

( b ) Without limiting the right to use a crew described in paragraph 1( a ) above, a crew consisting of a Gas Mechanic 1/C or higher and a Chief Gas Mechanic or higher may be utilized to install electric and gas services (which is included in the work referred to in paragraph 1( a ) above). The crew referred to in this paragraph 1( b ) will be responsible for, but not limited to, fusing a service saddled to a plastic main or installing a mechanical saddle to a plastic main and installing, testing, purging and pressurizing a gas service up to the outlet of the meter by tapping the main. The crew referred to in this paragraph 1 ( b ) may also install a complete electric service from outside the transformer or service pedestal up to and into the meter box. The crew referred to in this paragraph 1( b ) will not be responsible for energizing this electric service. The crew referred to in this paragraph 1( b ) may also be responsible for excavating and backfilling the trench or coordinating such trenching and backfilling with a contractor. Those employees performing work referred to in this paragraph 1( b ) may also be used to perform all other work for which they are qualified including work referred to in paragraph 1( a ) of this Exhibit 31.

2. Electric and Telephone - Trenching by Communications Company

Central Hudson will use a crew which includes at least a Lineman/Linewoman 1/C / Splicer 1/C and an additional employee who will be paid at no less than Pay Group 16. This crew will have the initial responsibility for installing and connecting all primary cables, secondary cables, secondary pedestals, transformer pads and related work. All such work will be performed while the system is deenergized; however, if such crew includes two qualified Linemen/Linewomen, they may work on the energized electric system.

3. Electric and Telephone - Trenching by Central Hudson Electric (only) - Trenching by Central Hudson

It is anticipated that where applicable, Central Hudson will perform trenching with its own personnel; however, contractors from time to time may be used to perform such trenching. When work on a job begins, trenching shall be performed by a crew of no less than two employees one of which will be an employee of a first-class classification. When the work progresses to a point where operations in addition to trenching are being performed, Central Hudson will use a crew including a Working Foreman/Forewoman 2/C (LES&T), Lineman/Linewoman 2/C / Splicer 2/C or higher and an employee of Pay Group 11 or higher. The operator of trenching equipment will be an individual at Pay Group 16 or above. It is anticipated that the trenching operator will close the trench working as either part of this work crew or independently at the completion of this operation.

4. Recognizing that the majority of electric service connections associated with URD developments will not be completed during the initial installation but will be made at some time in the future, one employee Lineman/Linewoman 1/C / Splicer 1/C or higher may make energized secondary connections in a pedestal or in a deadfront padmount transformer where the cable has been previously installed inside the transformer pad.

5. The Company agrees that it will, in its best efforts, try to equitably distribute combination gas and electric URD work between the electric and gas crew in each district.

6. The Company and Union have developed a program that establishes clearly the guidelines for the work involved. Therefore, it seems somewhat unnecessary to establish a



formal review committee at this time. However, the Company would not be hesitant to convene a small committee to discuss any problems that may arise from the trial agreement we have reached on URD.

7. In making assignments for URD work, the supervisor in charge of each individual work headquarters will make every effort to consider the expressed preferences of individuals to perform URD-type work.
8. During the period of this agreement, the Company will train bargaining unit employees in the operation of fault locating equipment. Upon the completion of such training, the bargaining unit employees will normally be used to operate such equipment.

### Exhibit M32

(Amended 6/1/83)

(Amended 5/1/2003)

(Amended 5/1/08)

### CALL-OUT PAY AND OVERTIME MEALS

Section H of Article V of the T&D Contract or Section E, Article V, of the TOC Contract was originally intended to cover the application of overtime meals. Although it is expected that liberal treatment will be applied in unusual cases, it is expected that both parties will be fair and reasonable in the application of the principles intended. It is impracticable to outline specific treatment to be applied to all individual situations that may arise. Unforeseen circumstances may arise requiring special interpretation which may not necessarily form a precedent for handling other similar situations. To insure uniformity, the interpretation of these sections under normal predictable circumstances will be as follows:

An employee required to continue work for a period longer than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional five hours worked thereafter.

An employee who is called or scheduled to work before or after the employee's regular workday schedule and misses a meal or meals thereby, or is called or scheduled to report for work more than one hour in advance of the regular starting time and misses a meal or meals thereby, shall be entitled to a meal or meals furnished or paid for by the Company.

A call-out is a communication to an employee while off duty directing the employee to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

On a call-out for immediate duty, time shall begin from the time of call with the understanding that the employee shall be reasonable and fair in his/her promptness in reporting.

On a call-out to report for work at a designated time, compensation shall begin at the time of leaving for work. Notice to report for work at a designated time shall be given at least eight hours prior to the start of the employee's regularly scheduled basic workday. An employee who is called to report for work at a designated time and such call is subsequently cancelled shall receive a cancellation payment equivalent to three hours' pay at the applicable rate. (See +Exhibit M127 -17)

If an employee is scheduled or called out to report for work at a designated time and if the employee cannot be relieved after starting duty and is requested to obtain the employee's regular meal in advance of the regular starting time, a meal allowance time at the applicable rate may be paid for by the Company.

On a call-out to report for work at a designated time to cover an unscheduled absence, travel time and meal allowance time, if applicable, shall not be considered as working time for the purpose of applying the sleep time provisions of this Working Agreement. (See +Exhibit M127 -17)

Overtime meals shall be eaten on Company time and only such time shall be taken as is reasonably necessary to obtain and eat the meal.

Overtime meals shall be those eaten before or after regular working hours or those covered by Article III E of the T&D Contract or Article III D of the TOC Contract.

\* Exhibit M33  
(See 1961-M\*17)  
(Amended 5/1/2003)

March 1, 1963

Re: Painting

This confirms our discussion and understanding with respect to defining the areas and locations which will be painted by Union members.

E  
X  
H

**Areas and Locations to be Painted by Members of the TOC Bargaining Unit:**

1. South Road properties, including offices, garages, storerooms and repair shops.
2. District Commercial Offices.
3. Skilled work at Recreation Center as provided by separate memoranda.
4. Operating properties where TOC clerical employees work. This includes Newburgh, Fishkill, Rhinebeck, Catskill and Kingston (except area used for substation purposes).
5. Office interiors at Eltings Corners where TOC clerical employees work.
6. Any other painting which, in the judgment of management, requires the services of skilled painters.

**Unskilled Painting by T&D Bargaining Unit Members:**

1. All properties and buildings at gas and electric production plants, hydro stations and substations.
2. Crew headquarters such as Saugerties, Stanfordville, Scotts Corners, Honk Falls, Greenville, etc.
3. Eltings Corners properties except office interiors where TOC clerical employees work.
4. Unskilled work at Recreation Center as provided by separate memoranda.

The foregoing locations are defined for clarification purposes only when painting is being performed by Company employees. The Company reserves the right to contract out painting work regardless of type of location.

**\* Exhibit M34**

**July 2, 1956**

**(Amended 5/1/2003)**

This will confirm our understanding reached June 29, 1956, with respect to clerks who are employed during the senior year of the Cooperative Course in effect with the various High Schools in our area. Such students work forty hours per week

during the summer between the junior and senior years and twenty hours per week during the senior year while attending regular school classes on a half-day basis during that time. These students are employed by Human Resources and are assigned to various types of work in all departments which will qualify them to receive credit toward graduation under New York State Education Department regulations.

Until graduation such students are considered as temporary employees and any who continue with us assume regular status upon graduation from High School. (See 1969\*20 and 1977-M\*44).

\* Exhibit M35

(See 1969-M\*45 and 1981-M\*28)

July 1, 1969

Revised July 1, 1981

**CENTRAL HUDSON AUTOMOTIVE AND HYDRAULIC  
MECHANICS' PERSONAL HAND TOOLS**

- 1 Tool box
- Long and short extension swivel or universal and breaker bar spinner.
- 1 3/8" drive socket set standard and deep sockets  
3/8" thru 7/8". 3/8" ratchet, long and short extensions, universal and breaker bar spinner.
- 2 Sets - Combination box and open-end wrenches 1/4" thru 3/4"  
5/16", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4"
- 1 Set - Open-end wrenches, large type 3/4", 13/16", 7/8", 15/16", 1",  
1-1/16", 1-1/8", 1-1/4"
- 2 Screwdrivers - 10" and 12"
- 1 Phillips Screwdriver - one special flexible
- 4 Pr. Pliers - Gas, Needle nose, Vise grips and Water pump
- 1 Set of Ignition tools
- 1 Scraper or putty knife
- 1 Feeler Gauge
- 1 Jack knife
- 1 Pr. Tin snips or metal shears
- 1 Wire brush
- 1 Battery terminal pliers
- 1 Battery terminal cleaner
- 1 6" drive punch
- 1 12" drive punch
- 1 Medium drift pin
- 1 Brake spoon
- 1 Brake pliers
- 1 Snap ring pliers
- 1 6" crescent wrench
- 1 Small ball peen hammer

**\* Exhibit M36**

June 19, 1967  
(Amended 7/1/85)  
(Amended 5/1/2003)

**REVISED ITEM #21 OF MEMORANDUM  
OF TENTATIVE AGREEMENT**

The C.P.R. recording work will normally be performed by employees assigned to the Plant Accounting Section. Recording of overhead electric services and minor property units will be performed by employees assigned to the classification of Accounting Clerk or higher. All other C.P.R. recording work will be performed by the classification of Accounting Technician or higher.

This item is not intended to restrict the provisions of Article IV, Section C of the present TOC Working Agreement.

**Exhibit M37**

August 13, 1954  
(Amended 6/1/83)

To All Supervisors:

During the 1954 negotiations with Local 320 there was considerable discussion about the distinction between general and direct supervision as the terms are used in the job specifications.

To insure uniform understanding the following summary of the discussion has been prepared and issued.

**General Supervision**

The term "under general supervision" means that an employee performs their duties in accordance with general instructions from a supervisor or from a qualified higher rated employee. The employee is expected to exercise judgment and to make decisions regarding the performance of such duties. The employee is responsible for the completion of the employee's duties. It is contemplated that the employee will not require continuous supervision and that the employee will be supervised principally on the basis of overall results achieved. The employee may be required to direct the work of other employees.

Direct Supervision

The term "under direct supervision" means that an employee performs the employees duties under the guidance or direction of a supervisor or of a qualified higher rated employee who will remain in the general vicinity of the job to check the progress of the work from time-to-time, and who will be available to make decisions regarding the performance of the work, and who will be responsible for the completion of the job. The employee may be assisted by other employees.

+ Exhibit 38

Re: Grievance 1975-6

Reassignments from "R" shifts at production stations to operating shifts shall be rotated among appropriate job classifications on an equitable basis.

+ Exhibit M39

November 20, 1952  
(Amended 6/1/83)

The Company's work of line clearance has been greater in amount each year as its lines have been extended, and more important as increasing reliance is placed upon electric service. Every effort is being continuously directed to making electric service just as reliable as practically possible. Many factors operate against the supply of uninterrupted service, and cause the interruptions which distribution and transmission lines experience. The major factor is interference from trees, and there is none as difficult to bring under control.

It has been the Company's practice to have this work performed by its line forces and by forces of tree trimming contractors. The amount performed annually by each has varied, being dependent upon the amount of line construction and maintenance work the line forces had to do. This practice has produced reasonably satisfactory results, although at times needed tree trimming has been delayed because of insufficient forces to do the work. Consideration of the increasing importance of this work and the necessity for performing more of it as time goes on, led to a review of the practices of carrying on line clearance. Based on this review it has been concluded that it would be more advantageous for the Company to employ tree trimming crews of its own to carry on a large part of the line clearance work, and to continue to perform the remainder of the work with its line crews and with tree trimming contractors. The

Company intends, therefore, to modify its present practice to that extent and hopes thereby to obtain better and more continuous clearance of lines, to effect a better control of public relations and to improve the quality of electric service supplied.

In order to test the merits of the proposed method of handling line clearance an organization of tree trimming crews will be created with headquarters at Eltings Corners. These crews will be comprised of persons specially trained for this work who will perform on a year-round basis such work as can be economically conducted from Eltings Corners. Initially there will be created three crews, each consisting of one First-Class Tree Trimmer, and one Second-Class Tree Trimmer, under the supervision of a Tree Trimmer Foreman/Forewoman.

It is intended that this organization will be set up during December, when it is expected the equipment ordered for the crews will be received. To recruit employees for these new positions, job postings are being made herewith and applications for these positions are solicited.

The duties of a Lineman/Linewoman include all the work which is done on transmission and distribution lines. Line clearance, such as tree trimming, is one of these duties. The creation of the new position of Tree Trimmer shall in no way alter or set aside any of the duties which Linemen/Linewomen have historically performed. The duties of a tree trimmer shall be complementary to those of a Lineman/Linewoman.

+ Exhibit 40

**Grievance 1975-75**  
**Settlement of Joint Committee**  
**In Step Three of Grievance Procedure**

From the date hereof, Article VIII I-6 of the Working Agreement shall be interpreted to permit Employees who have had at least one year of continuous service with the Company, with the consent of the Employee's Supervisor, to take personal time to attend funeral services for a friend, subject to all of the other provisions of said Article VIII I-6.

It is also agreed that no other grievance involving requests for personal time for attending funeral services for a friend which have been denied prior to the date hereof, shall be filed.

\* Exhibit M40  
(Amended 5/1/2003)

**Memo of Agreement By and Between  
The Company and I.B.E.W. Local 320**

From the date hereof, Article VIII I-1 of the TOC Working Agreement shall be interpreted to permit employees who have had at least one year of continuous service with the Company, with the consent of the employee's supervisor, to take personal time to attend funeral services for a friend, subject to all of the other provisions of said Article VIII I-1.

It is also agreed that no grievance involving requests for personal time for attending funeral services for a friend which have been denied prior to the date hereto, shall be filed.

Exhibit M41  
(Amended 7/1/85)  
(Amended 5/1/2003)

**Re: Snow Removal and Sanding, South Road**

The Company and I.B.E.W. Local 320 agree that the bulk removal of snow at the South Road Property is within the jurisdiction of the T&D Agreement and that shoveling snow and sanding is within the jurisdiction of the TOC Agreement.

It is further agreed that nothing herein will preclude the Company from assigning employees in accordance with the Working Agreement.

The parties agree that in settlement of Grievance 83-08, callouts for snow removal in the District Headquarters of Fishkill, Newburgh, Poughkeepsie, Kingston and Catskill, shall be made from a common list of Linemen, Streetmen and Helpers [as "Helpers" is defined in Paragraph II (8) of +Exhibit M17 of the Working Agreement].

Exhibit 42 (Reserved)

+ Exhibit M43  
April 14, 1978  
(Amended 7/1/98)  
(Amended 5/1/2003)

Any person transferred or reassigned in accordance with Article IX D of the Working Agreement will not have their pay reduced below the top step of Pay Group 11 or their existing rate of pay, whichever is lower.

**E  
X  
H**

\* Exhibit M44

April 22, 1968  
(Amended 6/1/83)  
(Amended 5/1/2003)

Re: Pay of Students Assigned as  
Maintenance Worker 2/C

In accordance with past practice and agreement with the I.B.E.W. Local 320 from 1961 through 1967, all students assigned to classification of Maintenance Worker 2/C on a temporary basis will be paid in the bottom step of Pay Group 12.

\* Exhibit 45

January 24, 1974

Answer to Third Step Grievance 72-103

The Company agrees that the analysis of field conditions and paperwork in connection with voltage complaints and overloaded transformers involving secondary circuits will normally but not exclusively be the work of the Estimators. The Company affirmed that it has no intention of having the work normally assigned to Estimators performed by unclassified employees.

+ Exhibit M46

(See Grievances 1975-12-13-28)  
(Amended 6/1/83)

Lineman/Linewoman Taking Rotation Test

In the course of work operations involving a customer (or customers) who has polyphase electric service, it is sometimes necessary to disconnect such service in order to make modification to some part of the physical plant which serves the facility.

In such instance, it is necessary to make a rotation test before service is disconnected to provide a base for checking rotation when service is to be restored.

The Company feels that from the standpoint of operating efficiency, taking into consideration the job specifications and qualifications of existing Lineman/Linewoman 1/C or higher, the taking of such rotation tests by such personnel is an appropriate assignment. All other phase rotation tests presently performed by Testers will continue to be performed by Testers.

Exhibit 47

(Grievances 1972-14, 1972-15, 1972-16)

August 30, 1976

Re: Military Leave and Holiday Pay

The following policy has been adopted regarding the contractual obligation for military leave if a holiday occurs during such military leave.

1. If an employee is on military leave for less than eleven (11) working days and a holiday occurs during such leave, the employee will be paid for one day less than the number of days on leave under the military policy plus one day holiday pay.
2. If an employee is on military leave eleven (11) working days or more and one of the days is a holiday, then the employee will be paid ten days under the military policy and one day holiday pay.

Exhibit 48 (Reserved)

+ Exhibit M49

(Grievances 1974-35, 1975-03)

(Amended 6/1/83)

Gatekeeper

As stated in 1975 negotiations, the Company will maintain the position of Gatekeeper (119.4) during normal daytime working hours, Monday through Friday and will utilize employees who due to physical conditions cannot perform the duties of their assigned classification. When employees with physical limitations are not available, security personnel will man the gate at such times but will perform only security functions.

**\* Exhibit M50**  
**September 26, 1983**  
**(Amended July 1, 1985)**  
**(Amended July 1, 1998)**

**Customer Service Representative**  
**Training Program**

**Key**

**3/C - Quick Start Training for new Customer Service Representative 3/C**

**2/C - Progression to Customer Service Representative 2/C**

**1/C - Progression to Customer Service Representative 1/C**

<b><u>Class</u></b>	<b><u>Section</u></b>	<b><u>Description</u></b>
3/C, 2/C	A	<b>Public Utility</b> 1. Definition 2. Difference between investor-owned utility and government or municipally owned utility 3. Difference between investor-owned utility and other business enterprises 4. Utility deregulation 5. Explain importance of the customer
3/C, 2/C	B	<b>Franchise</b>
3/C, 2/C	C	<b>Public Service Commission</b> 1. Explain PSC's role in regulating utility business 2. List areas of PSC interest: a) Service b) Rates c) Securities d) Accounting rules e) Safety regulations f) Metering - explain about time tests g) Collections h) Billing i) High bill complaints - (notice of determination) j) Shared meter complaints

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> <li>k) All other customer complaints filed with PSC</li> <li>l) Performance Indicators &amp; Incentives</li> </ul>
3/C, 2/C	D	<p>Capital</p> <ul style="list-style-type: none"> <li>1. Common Stock</li> <li>2. Preferred Stock</li> <li>3. Bonds</li> </ul>
3/C, 2/C	E	<p>Company Organization and Call Center Procedures</p> <ul style="list-style-type: none"> <li>1. Groups and key people</li> <li>2. Holding Company and subsidiaries</li> <li>3. Learn internal contacts and referrals for problem-solving                             <ul style="list-style-type: none"> <li>a) Supervisors by division</li> <li>b) New Business supervisors</li> <li>c) Meter Reading supervisors</li> <li>d) Call Center schedules</li> <li>e) Call-out procedures</li> <li>f) DSS work assignments and telephone numbers</li> <li>g) New business work assignments and telephone numbers</li> </ul> </li> </ul>
3/C		
3/C, 2/C	F	<p>Definitions used in the Utility Business</p>
2/C, 1/C	G	<p>Supply of Electricity and Natural Gas</p> <ul style="list-style-type: none"> <li>1. Central Hudson as the supplier</li> <li>2. Alternate Energy Suppliers (ESCO)</li> <li>3. Trace from source to customer                             <ul style="list-style-type: none"> <li>a) Origination of both</li> <li>b) Transmission</li> <li>c) Distribution</li> <li>d) Voltage: primary, secondary, house</li> <li>e) Pressure: low-medium-high</li> <li>f) Service laterals: gas and electric (overhead and underground)</li> </ul> </li> <li>4. Underground residential distribution</li> <li>5. Temporary service: charge and specifications (BORD Screen)</li> <li>6. Gas and electric extensions</li> </ul>

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> <li>7. Street lighting</li> <li>8. Area lighting</li> <li>9. Accident and damage procedures</li> <li>10. Mobile home and trailer court policy</li> <li>11. Explain difference between 2- and 3-wire</li> <li>12. Explain single- and three-phase service</li> <li>13. Explain service entrance - point of entrance (attachment)</li> <li>14. Taps</li> <li>15. Service entrance conductors - ownership</li> <li>16. Permits, data sheets, 311 forms, insulation service</li> <li>17. Research meters</li> <li>18. Change to larger service</li> <li>19. Explain trimming requirements</li> </ul>
3/C, 2/C	H	<p>Group, Folio and Suffix (account number)</p> <ul style="list-style-type: none"> <li>1. Definitions and how assigned</li> <li>2. Importance</li> <li>3. Name and address standards</li> <li>4. SIC codes</li> <li>5. Political districts</li> <li>6. Review ICMB in relation to folio</li> </ul>
2/C, 1/C	I	<p>Gas and Electric Meters</p> <ul style="list-style-type: none"> <li>1. What is kWh; what is CCF?</li> <li>2. What is a disc constant? Show value of disc constant in settling a demand high bill complaint</li> <li>3. Explain limitation of 4-dial electric meter</li> <li>4. Demand meter: define and review definition</li> <li>5. Explain difference between kWh register and demand register</li> <li>6. Time of use meter: define and review</li> <li>7. Explain function of test hands on gas meter</li> <li>8. Explain limitations of 3-dial gas meter</li> <li>9. Explain testing as required by PSC</li> <li>10. Explain request by customer to test meter</li> <li>11. BVI</li> </ul>

<u>Class</u>	<u>Section</u>	<u>Description</u>
		12. Explain alternating current 13. Fast meter refunds 14. Ground conditions 15. Meter reading: porta processor 16. Key Program: KEYS Screen 17. Sealing of electric meter program and diversion of service, SEAL, CRSL, UDSL Screens 18. Access Procedures
3/C, 2/C, 1/C	J	Emphasize Telephone Techniques 1. Good manners 2. Greeting and use of name for identification 3. Courtesy 4. Vocabulary
3/C		5. Practical Training: listen to taped telephone conversations and apply CIS transactions 6. Format for calls (flow chart call sequence) a) What to ask b) Logical sequence c) Listening skills
2/C, 1/C	K	Explain and Demonstrate Service Procedures for: 1. Gas leak 2. Low or high voltage investigation 3. Flickering lights 4. Low gas pressure investigation 5. Investigating radio or television interference NOTE: In 2, 3, 4 and 5 above, explain how to process on DISP using reason codes 6. Wire low or down: explain seriousness 7. High bill field investigation 8. Shared meter field investigation
3/C	L	Introduction to software programs 1. Windows '95 a) Sign-on b) Activate different applications c) Toolbars and accessories

<u>Class</u>	<u>Section</u>	<u>Description</u>
		2. WordPerfect <ol style="list-style-type: none"> <li>a) Create documents</li> <li>b) Save documents</li> <li>c) Open and close documents</li> <li>d) Locate documents on the server</li> <li>e) Print documents and envelopes</li> </ol>
		3. Computer telephone integration (CTI)
3/C, 2/C	M-1	Customer Payments <ol style="list-style-type: none"> <li>1. Payment agencies</li> <li>2. Speed pay</li> <li>3. Direct (debit) pay service</li> <li>4. Cash management procedures for payments accepted in lobby</li> </ol>
3/C, 2/C, 1/C	M-2	Collections Procedures and CIS Screens (CRCU, CRC2, CRCI, DPAC) <ol style="list-style-type: none"> <li>1. Bad checks</li> <li>2. Collection calls (CTEL Screen)</li> <li>3. Welfare accounts (DSS): guarantee (*), restrict (&amp;) and recipient (#)</li> <li>4. Home Energy Fair Practices Act (HEFPA)</li> <li>5. Winter rules</li> <li>6. Home Energy Assistance program (HEAP)</li> <li>7. Third party notification</li> <li>8. Extra Security Plan (ESP)</li> <li>9. Deferred payment arrangements</li> <li>10. Disputed bills and PSC complaints</li> <li>11. Sequence used for collections</li> <li>12. Final bills: letter #1 and collection agency list</li> <li>13. Collection bureau: assisting in collections</li> <li>14. Deposits and bonds: residential and non-residential</li> <li>15. Shut off regulations</li> <li>16. Life Support Apparatus Procedure (LSAP and MISI)</li> </ol>
2/C, 1/C		
3/C, 2/C	N	CIS/CAS Screens - Inquiry and Update Screens <ol style="list-style-type: none"> <li>1. Sign on/sign off procedures</li> <li>2. Secret password</li> <li>3. Need for security</li> </ol>

<u>Class</u>	<u>Section</u>	<u>Description</u>
		4. Review inquiry screens: BCHA, BPOT, ICMD, CMMI, BCHI, BCHP, ICMB, BBDI; cover in detail such items as meter status codes, read codes, transaction codes and ID codes
		5. Review acronyms used to obtain location of customer: ICMN, ICMA, ICMB, ICMG, ICME, MRMI and ICTN
2/C		6. Review the use of the table file (TABI)
		7. Review various deposit information screens and codes: REDI, BIUI, BIUN, DEPI, 600, 941
3/C, 1/C		8. Meter changes including changing watt hour to demand
		9. Review update screens: NADD, BCCB, BCCS, MIS3, RFTR, WOFF, CHRG, and WOFR
		10. Review estimating routines
3/C, 2/C, 1/C	O-1 Creating Applications	1. Review proper abbreviations to be used
		2. Review pertinent information to be obtained from a customer and why; i.e. social security number, credit reference, telephone number. Explain social security number in relation to a bad debt record. Review proper codes to be used along with recording a customer telephone number.
		3. Review HEFPA rules regarding deposits NOTE: Interest paid on customer deposits
		4. Review service application forms for residential and non-residential customers
3/C, 2/C	O-2 Creating and Processing Service Orders	1. Locks, unlocks, readovers and mass unlocks (SVCO)



<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> <li>2. Review PERL codes in detail: permanent and temporary               <ul style="list-style-type: none"> <li>a) TABI 37 to obtain codes and meaning</li> <li>b) PRLI</li> <li>c) PERL to update or delete</li> </ul> </li> <li>3. Review "CIS ACTIVITY" after a transaction has been processed</li> </ul>
2/C		<ul style="list-style-type: none"> <li>4. Meter sets and removals - SVCO</li> <li>5. Explain the use of POIN</li> </ul>
3/C, 2/C	O-3	<b>Creating and Updating Various Orders</b> <ul style="list-style-type: none"> <li>1. Dispatch orders               <ul style="list-style-type: none"> <li>a) DISP to create</li> <li>b) DSPI, DSPA, DSPN to inquire</li> <li>c) DISP and log number to close out order</li> </ul> </li> <li>2. Trouble orders               <ul style="list-style-type: none"> <li>a) TRBL to create</li> <li>b) TBLN, TBLA, TBLI, TBLL to inquire</li> <li>c) Explain that only first case of trouble in area needs to be updated--refer to updates--refer to DSPP NOTE: In both cases, emphasize the importance of the proper employee number that is entered in the "comp empl" and "disp empl" fields</li> </ul> </li> <li>3. Review appointments               <ul style="list-style-type: none"> <li>a) scheduling (initial and changing)</li> <li>b) tracking for performance incentive</li> </ul> </li> </ul>
3/C		<ul style="list-style-type: none"> <li>4. Gas Odor Orders               <ul style="list-style-type: none"> <li>a) GSLK to create. Emphasize the importance of the Company's responsibility to respond to a gas odor call within 60 minutes</li> <li>b) GSLI, GSLA and GSLN to inquire</li> <li>c) GSLK and log number to complete</li> </ul> </li> <li>5. Gas Leaks               <ul style="list-style-type: none"> <li>a) C-Log numbers</li> </ul> </li> </ul>

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> <li>b) GWSN, GSWG, GSWA, GSWD, GSWP, GSWL</li> </ul>
		<ul style="list-style-type: none"> <li>6. Demonstrate the use of Service Restoration screens to receive and provide storm case status: SMAI, SMSU, SMSI, TCNA, MCLK</li> </ul>
3/C, 2/C, 1/C	P	<p><b>Journal Transactions</b></p> <ul style="list-style-type: none"> <li>1. Review use of the 540 and 520 transactions including transferring active to BD, shared meter refunds, fast meter refunds and ground conditions</li> <li>2. BDJE to transfer BD to active</li> </ul>
3/C, 2/C, 1/C	Q-1 Billing	<ul style="list-style-type: none"> <li>1. Billing periods</li> <li>2. Types of bills                             <ul style="list-style-type: none"> <li>a) monthly, bi-monthly, quarterly</li> <li>b) budget</li> <li>c) estimated, corrected</li> <li>d) final</li> <li>e) summary</li> <li>f) direct debit</li> <li>g) full service, delivery service</li> <li>h) time of use (TEMPO)</li> </ul> </li> <li>3. Stress explanation of billing procedures to new customers NOTE: Review "Rights &amp; Responsibilities" Brochures</li> <li>4. Budget billing - explain transactions and codes: BBII, BUDG, BUDI, BCAA, BCAA, 730, 515 and 525                             <ul style="list-style-type: none"> <li>a) Annual adjustment</li> <li>b) Six-month adjustment</li> <li>c) Explain in detail how to figure a customer's budget billing status from BBII and what installment bills include NOTE: Review ESP for customers on budget</li> </ul> </li> <li>5. Explain Fixed Price Billing Option (gas only)</li> <li>6. High bill complaints                             <ul style="list-style-type: none"> <li>a) Appliances</li> <li>b) Seasonal usage</li> </ul> </li> </ul>
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<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> <li>c) Estimated usages--actual usages</li> <li>NOTE: Review HELP Screen</li> <li>7. Back billing: HEFPA rules and regulations</li> <li>8. Back billing: Non-residential rules</li> </ul>
2/C, 1/C	Q-2	<p>Office procedures and policies</p> <ul style="list-style-type: none"> <li>1. High bill complaints</li> <li>2. Shared meters</li> <li>3. Voluntary time-of-use</li> <li>4. Rental hot water heaters</li> <li>5. Tree trimming</li> <li>6. Claims</li> <li>7. Television and radio interference</li> <li>8. Voltage complaints</li> <li>9. Gas leaks and carbon monoxide calls</li> <li>10. New service</li> <li>11. Theft of service</li> </ul>
3/C, 2/C, 1/C	R	<p>Gas and Electric Rates (RATI)</p> <ul style="list-style-type: none"> <li>1. Residential electric rates: explain and calculate</li> <li>2. Residential gas rates: explain and calculate</li> <li>3. Commercial electric rates: explain and calculate (E200, E230, and E250 grandfathered)</li> <li>4. Commercial gas rates: explain and calculate (G200, G210, G220 and G230)</li> <li>5. Delivery-service rates: explain and calculate bills for customers on Customer Choice Plan (residential and non-residential) <ul style="list-style-type: none"> <li>a) demonstrate use of CORA, CORH, BRCA</li> </ul> </li> <li>6. Explain the use of BRCA Screen and BCAL for computation of electric and gas bills</li> <li>7. Explain the use of TABI to obtain information needed to calculate a bill</li> <li>8. Explain Fuel Cost Adjustment Charges (FCA)</li> </ul>

<u>Class</u>	<u>Section</u>	<u>Description</u>
		9. Explain Competitive Transition Charges (CTC) for customers on Customer Choice Plan
		10. Explain revenue tax
		11. Explain Metropolitan Transit Authority taxes (MTA)
		12. Calculate bills with taxes included
		13. Explain changing rates on MIS3
2/C, 1/C		14. Calculate pro-rated electric and gas bills
		15. Explain kind codes and their relationship to billing
2/C, 1/C	S	Marketing
		1. Marketing Leads Programs: RSL
		2. Information on gas end uses
		3. Information on heat pumps
		4. Updates on rental hot water heater program
		5. Information on the Advisor
		6. Other marketing programs
2/C	T	Security
		1. Film: "Involvement - The Security Challenge"
2/C, 1/C	U	Energy Efficiency
		1. On-line Energy Depot/customer inquiries
		2. Energy conservation programs for residential customers
2/C	V-1	Consumer Outreach
		1. Sensitivity training
		a) Explain and review Outreach programs for special needs customers
		b) Film: "Elderly Customer Awareness"
3/C		2. Show film "Welcome to Central Hudson"
		3. Sensitivity/community affairs
		a) Sensitivity film
		b) "Gatekeeper" film
		c) Programs for seniors
		d) Good Neighbor Fund

<u>Class</u>	<u>Section</u>	<u>Description</u>
		4. Film: "People with Disability - Beyond Compliance"
		5. Explain Outreach programs for special needs customers
		6. "How Did We Do" Survey
		a) Performance benchmarks
		b) QAT to address improvements
		c) Reports to President & CEO
		d) Follow-up on all survey comments
		7. Telephone Interpreter Line
		8. Listening training
		a) Communication skills: "The Guest" film
		b) Slide presentation: "How to Listen and Express Yourself"
		9. Gift Certificate Program

2/C V-2 Risk Management

2/C V-3 Customer Accounting

3/C, W Review  
2/C,  
1/C

Exhibit 51 (Reserved)

Exhibit M52

February 23, 1977

Revised July 1, 1981

(Amended 6/1/83)

(Amended 5/1/2003)

Re: Travel Allowance

An employee who is declared excess under the provisions of Article IX D of the Working Agreement and who is transferred to another headquarters that is a greater distance from the employee's place of residence than the employee's headquarters on the date of the declaration of excess and who subsequently bids to and accepts a position which requires travel equal to or greater than the distance from the employee's place of residence at the time of the original transfer, the employee will

remain eligible for the mileage allowance under Article V P (T&D) or V H (TOC) for a period of time no longer than the applicable time period referred to in such sections measured from the date of the declaration of excess. Provided, however, if the subsequent bid and acceptance is to a position of a greater pay rate than the employee received on the date of the declaration of excess, the employee's mileage allowance will cease.

If the position subsequently bid and accepted requires travel less than the distance from the employee's place of residence at the time of the original transfer, the employee will be eligible for a mileage allowance based on such distance provided that such distance is greater than the distance from the employee's headquarters on the date of the declaration of excess from such place of residence for a period of time no greater than one year from the time declared excess and further provided if the subsequent bid and acceptance is to a position of a greater pay rate than the employee received on the date of the declaration of excess, the employee's mileage allowance will cease.

For the purposes of this memorandum, there shall be no differentiation for travel distance between Roseton and Danskammer.

**\* Exhibit M53**  
**(Amended 7/1/91)**  
**(Amended 7/1/98)**  
**(Amended 5/1/2003)**

January 20, 1983

**UNIFORM PRACTICE FOR THE EQUALIZATION & ASSIGNMENT OF OVERTIME APPLICABLE TO THE TOC BARGAINING UNIT**

**I. General Rules**

1. The following procedure, which supersedes all other written or verbal agreements for distributing overtime, shall apply to all regular and probationary classified employees (except Part-time CSRs), subject to the TOC Labor Agreement. It will not apply to temporary employees.

2. Scheduled overtime records and a callout system will be maintained for employees for each area as determined from time to time by Management in which two or more classified employees work together on a specific type of work and will serve as a basis for the assignment of scheduled overtime and for calling employees for overtime work. Such area may include a section or

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working unit within a division at a work headquarters, and such area will hereinafter be called the "responsibility area".

3. Every effort will be made to equitably distribute scheduled overtime among qualified employees in each responsibility area and to provide a fair and equal opportunity for callouts.

4. Scheduled overtime records under this practice will start at January 1, 1983 and will continue on a "carry-over" basis thereafter. This carry-over may be reduced by an agreement adopted by a two-thirds majority of the employees in the classification involved within the responsibility area.

In the event scheduled overtime records are reduced to zero for all employees on an overtime list in accordance with the above paragraph, the list showing all employees at zero will be put in seniority order with the senior employee being given the first opportunity to respond. The overtime list will revert to the low employee as soon as the next overtime list is published showing an employee with charged hours greater than zero.

5. A temporary employee (not a probationary employee) will not be called out or scheduled for overtime assignments if regular employees in the same classification within the same responsibility area are available and willing to accept the assignment. This provision will not be applicable to an extended workday.

6. Changes in this procedure will be made only upon mutual agreement between the Company and Local 320.

## II. Scheduled Overtime

1. Insofar as possible, scheduled overtime will be assigned by referring to a scheduled overtime record within the responsibility area with the low employee in such area being given first preference. Exceptions to this general rule are as follows:

a. In the case of an extended workday, those employees already assigned to the work may be asked to continue regardless of their position on the list.

**b. With respect to work in progress, those employees already assigned to the work and who are most familiar with it, may be asked to continue on an overtime basis without regard to their position on the list.**

**c. If the overtime work is of a specialized nature, a qualified employee within the responsibility area, who customarily does the work, may be assigned.**

**2. If an employee refuses a scheduled overtime assignment or accepts an overtime assignment and subsequently does not report for duty, such employee will be charged with the number of hours actually paid to the employee who worked the assignment.**

**3. If an employee is absent for any reason, such employee's record will not be charged with overtime hours during this absence; however, in case of extended absence in excess of two weeks due to sickness, leave of absence without pay, military leave, or where an employee cannot accept overtime work due to health reasons, the employee will be charged with sufficient hours to equalize such employee with the lowest active employee in such employee's classification within the responsibility area.**

**4A. An employee assigned to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment.**

**B. Employees who accept assignment to work for another utility accept such assignment for the entire period of such assignment or until the Company releases such employee(s) to return to Central Hudson. Any employees released to return to Central Hudson shall be released based on the then current scheduled overtime list.**

**C. An employee who declines an assignment to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment or up to the point where Central Hudson would have released such employee to return to Central Hudson. However, if such employee who refused the assignment has a full week of vacation during the entire period or some portion of the entire period of such assignment, such employee will not be charged with refused overtime during such week of vacation.**



D. Any employee assigned to work for another utility outside Central Hudson territory who is a shift or special schedule employee shall be considered to be a day worker during the entire period of such assignment. The short notice shift schedule change provisions of the labor agreement shall continue to apply to such employees when making such assignments.

5. Scheduled overtime records will be posted weekly and will show the number of hours charged to each employee. A copy will be supplied to the steward on written request.

6. If an employee's job classification or responsibility area is changed, including transfers made pursuant to Article IV N 3, the employee will start in the new classification or at the new responsibility area with the average scheduled overtime hours charged to the employees in the employee's new classification or at the new responsibility area.

In the event an employee returns to his/her former position within his/her 2-week returnable right period from another bargaining unit position or within the first 2 weeks of assignment to an unclassified position, such employee shall resume in the former job he/she is returning to the amount of charged overtime he/she had at the time of transfer to the new position.

7. If an employee is working overtime as the result of assignment on a "scheduled" basis and is "scheduled" for a further overtime assignment while working, such additional overtime shall be considered "scheduled".

8. When an employee has been scheduled to work and is called out before the scheduled reporting time, those hours between the callout and the scheduled reporting time will be considered callout; all other hours worked will be charged as scheduled overtime.

9. If after going through the scheduled overtime list in the district where the overtime is required and no one accepts the scheduled overtime, then the employee(s) on the scheduled overtime list in question, who is/are the lowest on the scheduled overtime list will be selected and will be assigned to work. The overtime hours normally

recorded pursuant to Section II, Paragraph 2, for any individual so assigned shall be doubled (i.e. declined hours plus paid hours).

**III. Call-outs**

1. For the purpose of this procedure, a notification to an employee while off duty either to report for immediate duty or at a designated time shall be considered a call-out and made from a rotating call system.

2. In an emergency or for work of a specialized nature, if it becomes necessary to call an employee out of turn, a skip tag will be placed on the call card.

3. If an employee refuses a call or cannot be reached, the next employee in rotation will be called, and the employee who could not be reached will be placed in last place. If an employee is on vacation, the employee's card will be so marked, and the employee will not be called. In such cases, the card will be placed in last place.

4. If an employee is unable to accept calls for health or other reasons, the employee may be temporarily removed from the call list until the employee is able to accept calls.

5. "Sleep time" worked resulting from a call-out will be treated as part of the call-out and not as scheduled overtime.

6. If it is resolved that an employee who responded for overtime duty was called in error, that employee shall be charged with a skip.

7. Employees transferred pursuant to Article IV N 3 shall be placed last on the callout list in the district such employee was transferred to. (See Exhibit 116)



**\* Exhibit M54****October 16, 1981****(Amended January 15, 1982)****(Amended July 1, 1983)****(Amended July 1, 1987)****(Amended July 1, 1989)****(Amended July 1, 1991)****(Amended July 1, 1998)****(Amended May 1, 2003)****(Amended May 1, 2008)**

Exhibit A to that certain Agreement, dated October 16, 1981, by and between the Company and Local 320, as last amended May 1, 2003 and, as amended, is restated in its entirety to read as follows:

**Exhibit A**

This Agreement shall be known as the "CSR-Part-time Agreement".

The Customer Service Representative classification has been added to the automatic progression series of the "TOC" Agreement and the titles have been changed to CSR 1/C, CSR 2/C, and CSR 3/C. The CSR-D classification was eliminated; and CSR 3/C and CSR 2/C were retained as training positions with no change in job specifications or pay grade. Maximum times in grade are one year for CSR 3/C and 18 months for CSR 2/C. If an employee in the 2/C position fails to qualify for the 1/C position, the employee will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company anytime between six months and one year following the first examination. Effective July 1, 1989, the classification of Customer Service Representative-E.H. has been added to the automatic progression series as part of the full-time Customer Service Representative series as a special schedule position under Article III B of the TOC Labor Agreement and reference to the term "full-time CSR" referred to herein shall include such new classification, except as specifically excluded herein.

The Company has established three new classifications entitled Customer Service Representative First Class - Part-Time, Customer Service Representative Second Class - Part-Time and Customer Service Representative Third Class - Part-Time in the automatic progression series.

Successful applicants will be assigned and will go through the regular CSR training program on a part-time basis and the maximum time in grade will be two years for CSR 3/C - Part-Time and three years for CSR 2/C - Part-Time. The Company maintains the right to post for a maximum of one (1) CSR-PT in each of the Fishkill, Catskill, Kingston and Newburgh Headquarters and a maximum of seventeen (17) CSRs-PT in the Poughkeepsie Headquarters; however, the total CSR-Part-Time complement will be determined from time to time by the Company but will not exceed 17 or 25% of the total number of full-time CSRs (excluding CSRs-E.H. and CSRs in progression to CSR-E.H.), whichever is greater, as determined on July 1, 1995 and updated on each January 1 and July 1 thereafter. Written notification to the President and Business Manager of Local 320 of such numbers will be provided.

No additional CSR-PT positions, in addition to those listed in the previous paragraph, will be posted, or otherwise filled, unless there is mutual agreement between the Company and Union.

The Part-time CSR position will be posted before Part-time CSR positions are filled from outside the Company.

Full-time CSRs at the headquarters will be given the first opportunity to respond to requests for call-outs. If the Company elects to extend the hours of CSR work for any reason, then the Company may assign either full-time CSRs on an overtime basis or part-time CSRs on a straight-time basis.

If a Customer Service Representative or CSR-E.H. is assigned to an office open to the public between the night time hours of 6:00 p.m. and 12 midnight, or a CSR-Part-Time is assigned to an office open to the public between the night time hours of 6:00 p.m. and 6:00 a.m., there will be at least one additional employee (classified or unclassified) assigned to that office during such hours.

Part-time CSRs will work a maximum of 1,040 hours per year July 1 through June 30 and the Company has the right to schedule such part-time CSRs for any hours of work during any day of the week. Paid hours for vacation and holidays will not be included in the 1,040 hours. A part-time CSR who is unavailable to meet an assigned work schedule four times in any 30-day period will be terminated; however, any such unavailability will not be charged for absences associated with a death in the family (as defined in paragraph VIII I 3 of the TOC Labor Agreement). If scheduled, part-time CSRs will be assigned for a minimum of three (3) consecutive hours and they will receive straight time for all hours worked except they will be paid time and one-half for all

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hours worked on those holidays designated in Article III E of the Working Agreement or those hours worked in excess of eight hours per day. The applicable negotiated hourly wage for full-time CSRs will be the same hourly wage for part-time CSRs. (See \*Exhibit M125 and 1987-M\*48)

A Part-Time CSR who is called out in accordance with 1987-50 will be compensated at the prevailing overtime rate for all hours worked outside their normal schedule and it shall not be considered as a reschedule of their work schedule. In the event such CSR-PT declines such callout it shall not be counted as one of the 4 unavailables within any 30-day period under \*Exhibit M54 of the Labor Agreement.

The Company will provide each of the individual Customer Service Representative Part-time employees, no later than the 15th day of each month, the anticipated work plan for that employee for the following month. Such plan will continue to be subject to change without notice.

Part-time CSRs will receive the paid holidays as outlined in Article III E of the "Full-Time" Working Agreement. Holiday pay will be for four (4) hours at the straight-time rate.

Part-time CSRs will earn vacation at the rate of one (1) day for each 90 hours worked in a calendar year not to exceed ten (10) days.

Additional vacation for part-time CSRs will be earned for additional years of service, either as full-time or part-time employees as follows:

Five years of service - one and one-half (1 1/2) days for each 90 hours worked in a calendar year not to exceed fifteen (15) days.

Ten, eleven or twelve years of service – 12.8 hours for each 90 hours worked in a calendar year not to exceed sixteen (16) days. Thirteen or fourteen years of service – 13.6 hours for each 90 hours worked in a calendar year not to exceed seventeen (17) days.

Fifteen years of service - two (2) days for each 90 hours worked in a calendar year not to exceed twenty (20) days.

Twenty-two years of service - two and one-half (2 1/2) days for each 90 hours worked in a calendar year not to exceed twenty-five (25) days.

Thirty years of service - three (3) days for each 90 hours worked in a calendar year not to exceed thirty (30) days.

Vacation pay will be for four (4) hours per day at the straight time rate. Vacation for part-time CSRs will be taken in the following calendar year. Vacations earned can be deferred pursuant to the provisions of Article VIII A-4 of the TOC Labor Agreement. Requests for vacation will be subject to the approval of the Supervisor, but the Company reaffirms that each employee is entitled to two weeks' vacation in their normal vacation period (provided they are eligible for such two weeks' vacation) in accordance with Article VIII of the Working Agreement. Part-time CSRs shall not be paid for any absence except as outlined above for holidays and vacation. (See 1985-M\*36)

Part-time CSRs will become members of the Retirement Income Plan after meeting the one year eligibility requirements but they will not be eligible for nonstatutory benefits under the Company's self-insured disability plan. Effective October 1, 1983, part-time CSRs may elect to be covered for \$10,000 of life insurance coverage. Effective October 1, 1989, CSRs-PT may elect to participate in the Health Benefit Plan with individual coverage only. If a CSR-PT elects family coverage, he or she will pay the difference between the individual rate and the family rate. Any part-time CSR who becomes a permanent full-time CSR will become eligible for family health care benefits the first of the month coinciding with or following employment as a full-time employee. Effective July 1, 1998, Customer Service Representatives - Part-Time shall only contribute one-half of the health benefit amounts contributed by Customer Service Representatives - Full-Time.

Part-time CSRs will become members of the Company's Wellness Program effective July 1, 1998.

"Service" for a CSR-PT and a PT will be continuous from the date of the employee's date of employment. "Seniority" for a CSR-PT and a PT shall commence from the date a CSR-PT or a PT is awarded a full-time position under either of the Full-time Agreements and shall accrue only while such employee is in any full-time position except as follows:

Seniority of all CSR-PTs shall accrue at the rate of one (1) day for each two (2) days of employment as a CSR-PT retroactive to the date of their entering or re-entering the CSR-PT classification including those who left the classification prior to July 1, 1994. Seniority for CSR-PTs who were incumbents at July 1, 1983, and have not left the classification, shall continue to accrue on the basis in effect on June 30, 1994; however, if such incumbents are assigned to a full-time position and, thereafter, are

reassigned to the CSR-PT classification (other than an exercise of the incumbent's return rights), seniority shall accrue, thereafter, at the rate set forth in the immediately preceding sentence.

Seniority of all CSR-PTs accrued to July 1, 1983 shall be recognized.

New service work and front lobby customer contact, including cashier duties, will be performed by full-time and/or part-time CSRs.

Except as may otherwise be provided herein and in the said TOC "Full-time Agreement", the part-time CSRs will have all the rights and obligations of other employees covered by said TOC "Full-Time" Agreement except that paragraphs M-1 of Article IV of said TOC "Full-time" Agreement shall apply only to the Service of said Part-time CSRs and further except that paragraphs L and M-2 of said Article IV shall be inapplicable to said part-time CSRs.

CSR Part-time employees ("CSR-PTs") and part-time employees ("PTs") in the Local 320 Part-time Agreement ("Part-time Agreement") shall have full bidding rights on all job postings in the Local 320 T&D and TOC Full-time Agreements ("Full-time Agreements") after the full-time bid list has been exhausted. Part-time employees in the Local 320 Part-time Agreement shall have full bidding rights on all job postings in the Local 320 Part-time Agreement after the full-time bid list has been exhausted. Employees in the job classification of Cleaning Worker (139.1) have no such bidding rights except as provided in Item 40 B of the 1989 Memorandum of Agreement. Seniority shall prevail, and where seniority is equal, service shall prevail. (See 1985-M\*33)

Effective October 1, 1983, Group Life Insurance coverage of \$10,000 will be offered to the CSR-PTs and the PTs. This coverage will also be offered to the CSR-PTs regardless of the number of hours worked. Contribution for such coverage will be at the rate of 15¢ per \$1,000 of coverage. No AD&D coverage will be provided, and no coverage into retirement will be provided.

Part-time CSR employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 PM to 8:00 AM, shall be paid a night differential of 5% of Pay Group 19.1 per hour effective May 1, 2008, effective May 1, 2009, 5% of Pay Group 19.1 per hour and, effective November 1, 2009, 5% of Pay Group 19.1 per hour, effective May 1, 2010, 5% of Pay Group 19.1 per hour and effective November 1, 2010, 5% of Pay Group 19.1 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within

the period from 4:00 PM to 8:00 AM. The night differential shall not be paid for any work performed for which overtime is paid.

Part-time CSR employees scheduled for work on Saturday or Sunday between the hours of 8:00 AM and 4:00 PM will be paid at an hourly premium of 5% of Pay Group 19.1 effective May 1, 2008, effective May 1, 2009, such hourly premium will be increased to 5% of Pay Group 19.1, effective November 1, 2009, such hourly premium will be increased of 5% of Pay Group 19.1, effective May 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1 and effective November 1, 2010, such hourly premium will be increased to 5% of Pay Group 19.1, provided, however, such premium shall not be paid for any work performed for which overtime is paid. (See \*Exhibit M125 and 1969-M7)

Exhibit 55 (Reserved)

+ Exhibit M56  
March 27, 1979  
(Amended 7/1/87)

Re: Response to Grievances 76-20  
77-16, 77-19, 78-17, 78-18,  
78-21, 78-30 - Third Step

New Meter Set

The work associated with establishing a new service including inspection of appliance installations, care for leaks and stoppages, adjustment of appliances and inspection and adjustment of gas regulators, shall be performed by Commercial Representatives. A gas crew may connect the new service piping to the customer piping and set the gas meter.

Overtime

Relighting is to be performed on an overtime basis by gas crews in accordance with these general guidelines. Notwithstanding the Company's right to uniformly make assignments on an overtime and regular time basis, gas crews will be assigned to relight on an overtime basis when repairing leaks, responding to emergencies, and relighting at the completion of an assignment on an extended workday. Gas crews will not be assigned to relight appliances on an overtime basis when the work has been scheduled with the knowledge that gas service will be interrupted. Commercial Representatives perform these scheduled overtime relights.



### General

Bearing in mind that the relight assignment to a gas crew is intended to be incidental to their normal construction, repair and maintenance work, there is no restriction on number of services which may be relighted. Assignments to relight construction and maintenance jobs should be made with the purpose of scheduling and utilizing all employees in an effective manner.

### Relocating Gas Meters

The relocation of the meter and associated piping, including tying into the customer piping, can be performed by either craft, separately or jointly, subject to limiting members of a gas crew to installing and tying in 10 feet or less of filler pipe between the new meter and the customer piping. Relighting will not be performed by members of a gas crew.

### Changing a Gas Meter in Accordance with the PSC Time Test Program

Commercial Representatives shall be responsible for changing small meters associated with the PSC time test program. A crew consisting of at least a Gas Mechanic and a Commercial Representative may work jointly to change a large meter.

### Interruption by Others

When service is interrupted by a third party excavator, relighting will not be performed by gas crews. When the interruption is caused by the gas crew in response to damage by a third party excavator, the management reserves the right to assign Gas Mechanics the responsibility for relighting.

Exhibit 57 (Reserved)

+ Exhibit 58

Re: Response to Grievance 1976-88 Third Step

I understand your arguments and more importantly the fear, or perhaps suspicion, on the part of the Meter Testers that we are reaching out to reduce the Tester work. First, let me tell you, categorically, that we have no intention of having anyone but Meter Testers perform mandated Public Service Commission tests (i.e. rotating standards). We do not believe that the "black box" is a "testing" device as we are familiar with that term. This is merely a tool for helping the Commercial Representative resolve customer complaints and is used to indicate to the customer or the Commercial Representative 1st Class and above that there are no fundamental problems with the service; and the use of such a tool falls within the Commercial Representatives 1st Class and above job specification. We find no violation of the Working Agreement but we will take a good, hard look at the organizational function of those various activities to see if we can serve the customer more effectively and economically than we are currently doing.

+ Exhibit M59

Amended July 1, 1987

Re: 2nd Step Answer Grievance 1978-33

Job Specification Number 207.4 - Commercial Representative - Meter Reader includes under duties "...to turn electric and gas meters off and turn electric meters on..." However, after a further investigation of the facts of the case and after a discussion at the second step, the Company has determined that it will not assign Commercial Representative - Meter Readers to unlock A-base type network meters.

+ Exhibit M60

July 1, 1979

Re: Resolution Grievances 1974-27 and 1975-1

The Company and the Union agree to the March 27, 1979 Report (on so-called "relights") attached hereto. The work of inspection of buildings of public assembly shall be within the scope of both the Commercial Representative 2/C or higher and the Gas Mechanic 1/C or higher.

Exhibit M61

December 17, 1962

(Amended 5/1/08)Re: Clarification of Meal Provisions

At this year's negotiations, Local 320 asked for a clarification of meal provisions, especially as applied to extended day work.

For example, when employees are required to work an extended day at Danskammer, on a job requiring continuous coverage, it is the practice to stagger meal periods. In applying the section which provides for a meal two hours after quitting time and an additional meal for each five hours worked thereafter, employees who are asked to eat early may be entitled to a second meal before they leave for home under the "five-hour" rule, while those eating later may not. This apparent inequity comes about by applying the existing interpretation that time for determining eligibility for a second meal starts after the completion of the first meal.

The Company recognized an inequity and was willing to apply uniform treatment in such cases by agreeing to a "seven-hour" rule which merely combines the two and five hour provisions. In agreeing to this rule, however, it was the understanding of Company representatives that time to eat the first meal would not be considered as time "worked" and would not be a part of the seven hours.

It was quite apparent that there were misunderstandings as to what was agreed to. The Company representatives thought the settlement was based on time "worked", whereas the Union members thought the agreement to mean an elapsed seven hour period starting from the normal quitting time. In defense of their position, the Union referred to examples quoted by one of their members during negotiations to clarify the Union's understanding.

In recognition of the apparent misunderstanding with respect to meals to which an employee may be entitled when required to work an extended day, the Company shall arrange to provide meals for such extended days with the following understandings:

1. Overtime meals will be furnished or paid for the first elapsed seven hours of an extended day.

For example: If an employee whose normal quitting time is 4:30 p.m. continues on an extended day basis for seven hours until 11:30 p.m., he becomes eligible for a second meal at 11:30 p.m. In other words, time to eat the first meal will be treated as working time only for calculating the seven hours.

2. Such meals will apply only to extended day overtime assignments at the end of a regular workday as set forth in the first paragraph of Article V, Paragraph H, of the Local 320 Contract, effective July 1, 1962.

3. In agreeing to the foregoing, the Company is not conceding that time to eat a meal or travel time is time “worked” for the purpose of interpreting other provisions of the Working Agreement.

**+ Exhibit M62**

September 25, 1978  
(Amended 6/1/83)

**Grievance 1978-32**

During the regular workweek the District Storerooms are normally manned by a Field Clerk/Storekeeper or in his/her absence due to vacation or sickness, by a classified employee of a suitable classification. When the assigned Field Clerk/Storekeeper or his/her replacement is required to leave the property and the storeroom is locked, it shall be opened by supervising personnel only for emergency purposes.

**E  
X  
H**

**Exhibit 63 (Reserved)**

+ Exhibit 64

May 13, 1982

Grievances 81-03, 81-29, 81-31

The following is in settlement of Grievances 81-03, 81-29, and 81-31, and shall continue during the term of the current Working Agreement:

The Company will continue its commitment to the Union that normally manned storerooms will be staffed by an employee of at least Pay Group 18 (or as may be provided in Item 1957-20 of the Memorandums of Agreement to Current Working Agreement), which employee will continue to be the responsible person for receiving and issuing material. However, CRT input will continue to be performed by an employee of a lower classification, including but not limited to the Equipment Operator-Special, who will be trained in the operation of the CRT.

Effective June 1, 1982, the Stock Handler classification will be increased to Pay Group 16, and effective as of said date, the job specification of Stock Handler is hereby amended as set forth in Exhibit A attached hereto and made a part of this settlement.

The Company will provide the opportunity for training for the Stock Handler classification to qualify for a N.Y.S. Motor Vehicle 1st Class Chauffeur's License required to operate and drive a tractor trailer with a fifth wheel. The incumbent Stock Handlers will continue at Pay Group 15 until they so qualify and will be given the opportunity to so qualify on or before December 1, 1982 but not thereafter. In the event the incumbent Stock Handlers are unable to qualify on or before December 1, 1982, such Stock Handlers will be permitted to continue in the job classification of Stock Handler but at Pay Group 15.

Any employee of a higher classification may be assigned to perform the work of a lower classification if the employee is qualified to perform such work.

+ Exhibit 65

January 31, 1980

Grievance 1977-45

Any employee who is required to take an eye examination for the renewal of a driver's license will be allowed to do so, however, such time will be paid for under "personal business" provisions of Article VIII I-6 of the Working Agreement.

An employee whose job specification requires a Chauffeur's License (or equivalent), may request supervisory approval to renew the license on Company time in those instances where the hours of business of the Motor Vehicle Bureau Renewal Office do not allow the employee to obtain a license renewal outside of normal work hours. The Supervisor will grant approval to the employee to renew the licenses referred to in this paragraph on Company time, if the employee has given the Supervisor adequate notice preferably 10 working days; and if in the opinion of the Supervisor, the employee's absence will not adversely affect the completion of work assignments or require excessive travel.

+ Exhibit 66

May 6, 1982

Grievance 1982-04

The Company reaffirms that an unclassified supervisor will accompany the appropriate Bargaining Unit personnel while obtaining materials from the Storeroom at times other than normal working hours. Prior to leaving the Storeroom, the supervisor shall leave for the Storeroom personnel an itemized list of the material acquired (which shall be signed by the supervisor) and thereafter, the supervisor shall cause a material requisition to be submitted to the Storeroom personnel.

E  
X  
H

Exhibit 67 (Reserved)

+ Exhibit M68

July 1, 1985

(Amended July 1, 1987)

(Amended May 1, 2003)

Line Clearance Job Area Reporting Program

In response to your request for automatic progression and in an attempt to make our trimming crews more competitive with contractors, the following is proposed:

The Company shall have the right to assign Line Clearance personnel to their assigned headquarters or to any given job area within a radius of 25 miles of the employee's assigned headquarters. Those assigned Line Clearance personnel will report to that area at the normal starting time and be dismissed from that area at the normal quitting time. The work assignments of line clearance employees will include trimming work and other incidental work. Personnel assigned to report to job areas in excess of the 25-mile radius in accordance with the preceding sentence shall be subject to the provisions of Article V G. In consideration of the fact that Line Clearance personnel would be required to report to a specific but varying job area, designated by the Company, the Company will grant automatic progression over an 18-month period from Line Clearance Man/Woman 2/C to 1/C. Existing Line Clearance Men/Women 2/C with more than 18 months in grade will be examined without delay for promotion and assignment at their existing headquarters. All other rules of automatic progression shall apply to employees covered under this proposal.

Additionally, when required to report to a job area within the 25 mile radius other than the employee's assigned headquarters, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job area in excess of the mileage from his or her home to the assigned headquarters. Reimbursement will be based on the road miles driven and paid in accordance with the mileage rate established in Article V P of the Labor Agreement.

The Company shall continue to assign a Chief Line Clearance Man/Woman whenever four or more employees are brought together as a crew to do trimming.

The Company shall post for one additional Chief Line Clearance Man/Woman with no increase in complement. In addition, the Company agrees to increase the rate of pay for Chief Line Clearance Men/Women from 19.0 to 19.1 and the rate of pay for Line Clearance Men/Women 1/C from 17.0 to 17.1.

These proposals are made with the understanding that the Company is not committed to maintaining any established complement of Chief Line Clearance Men/Women, Line Clearance Men/Women 1/C or Line Clearance Men/Women 2/C in the future. However, Management agrees to maintain a complement of no less than three Chiefs so long as personnel are assigned to report to areas other than their assigned headquarters.

Line Clearance personnel for the purposes of this Line Clearance Job Area Reporting Program shall be defined as those employees in the job classifications of Chief Line Clearance Man/Woman - 106.0; Line Clearance Man/Woman 1/C - 106.1; and Line Clearance Man/Woman 2/C - 106.2. Job specifications for these classifications are attached hereto.

This Program, known as the Line Clearance Job Area Reporting Program, shall remain in effect during the term of this Working Agreement. If mutually agreed to by both parties at the expiration of this Working Agreement, the Program shall be made permanent. If either party does not agree to continue the Program, the Program will be cancelled as of the expiration of this Working Agreement, however, all employees who have received the benefit of an upgrade as a result of the Program shall remain in the positions and pay groups in which they have been placed. Following such cancellation, all future employees who may enter the classification of Chief or Line Clearance Man/Woman 1/C or 2/C shall enter the classification in accordance with job specifications and associated pay groups in effect on June 30, 1985, and the automatic progression provision from 2/C to 1/C shall be eliminated.

Management shall insure that all employees receive timely delivery of all pertinent notices and communications including job postings, paychecks, newsletters, credit union transactions, time sheets, crew logs, vehicle cards, etc.

Whenever reporting areas are changed, Management shall be responsible for arranging the relocation of the equipment.

Headquarters shall be established in accordance with Article IV J with a concurrent posting at the time the vacancy is initially posted.

This agreement shall be attached as an Exhibit in the Labor Agreement in accordance with Article XI B.

\* Exhibit M69

July 1, 1985

(Amended July 1, 1987)

(Amended July 1, 1991)

(Amended May 1, 2008)Clerical Series Reorganization

1. Effective May 1, 2008, the classifications of Clerical Assistant 3/C (406.3), Clerical Assistant 2/C (406.2) shall be eliminated and the classification of Clerical Assistant 1/C (406.1) shall be maintained.

2. The classification of Junior Clerk (402.6) shall be maintained. This shall be a starting clerical or office job at a fixed rate as set forth in the Labor Agreement. Assignment to various departments may be made without job posting or examination. At no time, however, will the number of Junior Clerks exceed 10% of the aggregate number of all Clerical Assistants 1/C. Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.

3. Reserved

4. When the Company posts a vacancy in the classification of Clerical Assistant 1/C, the successful applicant shall be selected through the use of a jointly administered standardized examination related to general clerical skills.

5. The classification of Clerical Assistant 1/C shall be in Pay Group 9.

11. Headquarters for these positions shall be established at the time of original posting.

12. Incumbent Clerical Assistants hired prior to May 1, 2008, who have been in the top pay step for such classification for a continuous period of 30 months shall continue to be placed in Pay Group 12 and receive all future general wage increases. Employees who were hired prior to May 1, 2008 and who transfer into the position of Clerical Assistant 1/C prior to May 1, 2009, will be placed in pay group 11 and when they have completed 30 continuous months in such classification they shall be placed in Pay Group 12 and shall receive all future general wage increases.

+ Exhibit M70

July 1, 1983

(Amended July 1, 1987)

**Agreement to Establish the  
Classification of Chief Gas  
Mechanic Welder - Pay Group 21.1**

As provided for in Article VII of the Working Agreement, the Company and Local 320 agree to establish the classification of Chief Gas Mechanic Welder, Pay Group 21.1 in accordance with the following and the attached Job Specification.

Any Chief Gas Mechanic (Job Classification 125.0) may apply for the classification of Chief Gas Mechanic Welder. The employee shall make application by notifying the Supervisor in writing that the employee wishes to qualify for the position of Chief Gas Mechanic Welder. The qualification examination for such classification will be scheduled within 90 days from the time of notification. If the applicant is unable to successfully demonstrate the ability to meet the requirements of a Gas Mechanic Welder 1/C, the applicant will be given an opportunity to take a second qualifying examination within 90 days of the first examination. An applicant who fails the second examination will be ineligible to apply for the classification of Chief Gas Mechanic Welder in the future.

The Company will not provide training or training time that may be required by the applicant to meet the qualifications for Chief Gas Mechanic Welder. The Company will, however, provide applicants the time and material necessary to take the welding and other qualifying examination.

The contractual agreements for the selection of qualified candidates for promotion to the classification of Chief Gas Mechanic shall not be modified by this agreement.

Qualified Gas Mechanic Welders 1/C who in the future qualify and are promoted to the classification of Chief Gas Mechanics, and who maintain their qualification as Gas Mechanic Welders 1/C, will, upon written request to the supervisor, be promoted to the classification of Chief Gas Mechanic Welder.

Except for welding to complete a service, a blow off or purging installation, including welding the street fitting to the main, welding a stopper fitting on a small diameter main (being 2 inches or less in diameter) and other incidental welding, the Chief Gas Mechanic Welder will not be expected to perform the duties of

a Chief Gas Mechanic during a work operation when assigned to weld.

When the Chief Gas Mechanic Welder is performing other than incidental welding assignments as stated above and it is necessary to upgrade a member of the crew to Chief Gas Mechanic, the upgrade shall be made in accordance with Exhibit 7 or Article V of the Working Agreement whichever is applicable.

Any Chief Gas Mechanic Welder, who fails at any time to maintain the qualifications required of Gas Mechanic Welder 1/C will be returned to the classification of Chief Gas Mechanic, Pay Group 21.0.

For the purposes of transfer, under Article IX, of the Working Agreement, the Chief Gas Mechanic Welder will be considered as a Chief Gas Mechanic and such transfer shall be made on the basis of seniority only.

+ Exhibit 71

Grievance 84-12

**Company's Third Step  
Answer to Grievance 84-12**

The Company reaffirms its second step answer.

For purposes of administration of Article V C, specifically as it relates to determining whether an employee has worked for one or more consecutive hours and is entitled to upgrading, the Company reaffirms its practice of accumulating the time worked in a higher classification immediately prior to and immediately after an established lunch period.

+ Exhibit 72

Grievance 61-05

Re: Company's Reply to Step B of Grievance  
Dated August 24, 1961, with Respect to  
Upgrading an Electrician 1/C to  
Working Foreman/Forewoman

The following is the result of a discussion held on December 7, 1961, at Eltings Corners between Messrs. Maher, Mahoney and Fenn for Local 320 and Messrs. Rasmussen, Parker, Pultz and VanBramer for the Company.

In view of additional information developed at the meeting regarding the activities and responsibilities of Frederickson during the two days in question, the Company will arrange to pay him the Working Foreman/Forewoman's rate for August 17 and 18.

Both parties reaffirmed the right of the Company to make specific job assignments to individuals or crews regardless of job location without the need for upgrading so long as each individual or crew is working independently of the other, and the assignments are such that there is no need for job coordination or direction of combined crews.

When upgrading is necessary to comply with the terms of the agreement, it will be done with the knowledge and consent of supervision.

+ Exhibit M73

See Grievance 61-01  
(Amended 7/1/85)

Step B

The Company and the Union agree that the grievance of a certain Electrician 1/C is withdrawn with the understanding that the Company will arrange to pay such grievant for the two hours' cancellation time on Sunday, February 5, 1961, at the applicable overtime rate and with the further understanding that in future cases where there is a duplication of overtime and/or other premium benefits resulting from such cancellation, the Company will pay the higher of the two benefits, but not both.

+ Exhibit 74

Grievance 71-06

Second Step

In resolution of Grievances 71-6, 71-13 and 71-14, the Company and the Union agree that if in the opinion of the Company there is a need to fill a vacant Service Workers' shift or part of a shift and after the Service Worker A and B at that work headquarters are exhausted, the opportunity to fill such shift or part of such shift will be given to Working Foremen/Forewomen 2/C or Linemen/Linewomen 1/C or Linemen/Linewomen 2/C at that work headquarters in accordance with provisions of +Exhibit M17 of the "Side Bar Agreements".

+ Exhibit 75

Grievance 83-17

Second Step AnswerGrievance 83-17

An employee who is called out to work shall be paid a minimum of three hours at the applicable rate. Supervisors may release employees who are called out prior to the expiration of the three-hour guaranteed work period after they have performed the necessary emergency work.

However, employees who are released remain on Company time until the expiration of the three-hour period and may be directed during this three-hour period by subsequent callouts to further necessary emergency work. An employee who receives a subsequent call during the minimum period of three hours' time of the original call shall be paid at the applicable rate for the time elapsed from the beginning of the first call to the end of the second call or the end of the original minimum period, whichever is greater.

Due to a possible misunderstanding on the grievant's part as to his obligation to remain available for the minimum three-hour period after being released from the initial callout, the Company will, without precedent or prejudice, agree to pay the grievant, Frederick Harjes, for two hours at the prevailing rate.

The two hours represents a payment for a period of time from when the grievant accepted the original callout to the time he declined the subsequent callout, which was within the minimum three-hour period.

\* Exhibit M76

Item 19 of 1983 Negotiations

(Amended July 1, 1987)

(Amended July 1, 1994)

Accounting Group Reorganization

7. Vacancies or new positions in classifications covered by the Accounting Group Reorganization effected in Item 19 of the 1983 Memorandum of Agreement shall be posted in accordance with IV N2 of the Working Agreement by posting a concurrent First Class posting and such posting shall indicate the initial divisional assignment within the Finance and Accounting Group and the headquarters in which such vacancy exists. Requests for lateral transfers in response to such postings will be accepted in accordance with Article IV N2 of the Working Agreement. Those employees in classifications covered by said Reorganization may be transferred by the Company to work in any area of Finance and Accounting for which they are qualified.

8. The Junior Clerk below Pay Group 6 shall continue to be used in the Accounting area for scheduled and unscheduled absences and temporary peak work periods. When a Junior Clerk below Pay Group 6 is performing work of a higher classification in the Accounting Clerk series to meet a temporary peak work period, he/she will be upgraded to the third step of Pay Group 6. When a Junior Clerk in Pay Group 6 is performing work of a higher classification in the Accounting Clerk series to meet a temporary peak work period, he/she will be upgraded to the fourth step of Pay Group 8. No upgrading will take place when a Junior Clerk is performing work of a higher classification in the Accounting Clerk series due to a scheduled or unscheduled absence.

9. (Reserved)

10. All the job classifications covered by this agreement shall be top two steps only with the exception of Accounting Clerk - Third Class and an outside hire for the classification of Accounting Specialist - Third Class.

11. Cost Distribution Charts shall be developed by Accounting Specialists. Work Order Cost Distribution shall be performed by Accounting Clerks - Second Class or higher when such work is performed through the utilization of cost distribution charts or work order estimates. When such trial costs must be developed using methods other than the cost distribution chart or work order estimate, this work will be performed by Accounting Technicians or higher.

12. The educational qualifications stated in the job specification of an Accounting Specialist 3/C (405.7) are:

An Associates Degree in Accounting from an accredited College or University, or two years of advanced education beyond high school with a minimum of 14 credit hours in Accounting.

The Company and Union agree that 48 credit hours shall satisfy the requirement of two years of advanced education beyond high school. Other two-year courses of study or degrees shall be subject to joint review and approval.

The parties further agree that Accounting-related courses may be used to satisfy the 14 credit hours in Accounting provided, however, the applicant has at least Principles of Accounting I and II.

Examples of Accounting-related courses that will be eligible are: Income Taxes, Statistics, Business Calculus, Business Math, Financial Management, Financial Planning, Economics and Investment Analysis. It is recognized by the parties to this agreement that course titles may differ at different educational institutions and that content shall be the deciding factor. Other courses may be considered eligible if mutually agreeable to the parties.

\* Exhibit 77  
Complaint 78D

Third Step Answer  
Complaint 78-D

It was agreed that the scheduled afternoon breaks for keypunch operators would be reinstated; rather than the unscheduled break, under the following conditions:

1. Scheduled break only to be taken when keypunch operators are performing key punch work.
2. Length of scheduled break not to exceed 10 minutes.
3. No more than two keypunch operators to be absent at same time on scheduled break.
4. Abuse of privileges could cause discontinuation of practice.
5. Privilege not to be extended to other positions which are not currently receiving scheduled breaks.

Exhibit M78  
Grievance 81-111  
(Amended 5/1/2003)

Company Third Step Response  
Grievance 81-111, Local 320

Roof repairs to offices, buildings, and other properties have historically been performed by employees in the TOC and T&D Bargaining Units.

To the degree practicable, training in such work will be provided to TOC maintenance personnel to increase their levels of effectiveness.

It should be understood, however, that the Company must continue to make future assignments, giving consideration to the capabilities of the employees, the existing job specifications, and local Union jurisdiction.



Exhibit 79 (Reserved)

\* Exhibit M80  
Grievance 85-111  
(Amended 5/1/2003)

**Third Step Settlement**  
**Grievance 85-111**

The Company, without prejudice to its position under any provision of its agreement with Local 320, will agree that the existing employee classified through Article IX E as Chauffeur-Mechanic, No. 132.8, shall not be considered to be a special schedule employee, (pursuant to Article III B of said agreement). Any future employee classified as Chauffeur-Mechanic, No. 132.8, may be assigned to work a Monday through Friday or a Tuesday through Saturday schedule with the hours of work fixed between 7:30 a.m. and 5:00 p.m., except for the purpose of chauffeuring when such employee will be considered special schedule.

Exhibit 81 (Reserved)

6. SCHEDULE OF BENEFITS-EFFECTIVE MAY 1, 2008 DISABILITY BENEFIT PLAN CENTRAL HUDSON GAS & ELECTRIC CORPORATION

A Class or Classes of Employees	B Weekly Benefits	C Maximum Duration For Each Period of 52 Weeks	D Waiting Period Calendar Days Accident & Sickness
I Employees eligible under the Disability Benefits Law and with less than six months of employment	Statutory	26 weeks	7
II Employees with six or more months of employment			
(a) Group B  All employees under working agreement with International Brotherhood Workers Local 320 T&D Agreement	100% of normal pay  50% of normal weekly pay  Max: \$170.00 Min: Note (A)	First 2 weeks  Next 24 weeks	0  0
(b) Group A  All employees under working agreements with International Brotherhood of Electrical Workers Local 320 TOC Agreement and all Unclassified and supervisory employees	100% of normal pay  50% of normal weekly pay  Max: \$170.00 Min: Note (A)	First 4 weeks  Next 22 weeks	0  0
III Post-Employment Period Ex-employees who meet statutory requirements regarding unemployment who become disabled within 4 weeks of termination	Statutory	26 weeks	7
Note (A)  Minimum Weekly Benefits	Normal Weekly Pay  At Least      But Less Than (i)            \$340.00      \$ --- (ii)            44.00        340.00 (iii)           40.00        44.00 (iv)            20.00        40.00 (v)            ---            20.00	<u>Statutory</u>  \$170.00 50% of average weekly wage \$22.00 \$20.00 Average weekly wage	

EXH

Employees who are absent for five or more days because of a disability shall be required to submit a notice and proof of claim for disability benefit which shall include a statement of disability by the employee's attending physician, podiatrist, chiropractor or dentist, said claim to be signed by both employee and physician, podiatrist, chiropractor or dentist, or a certificate of an "accredited practitioner" pursuant to the provisions of subdivision 1 of section 217 of the Workmen's Compensation Law of New York, said certificate to be signed by both employee and "accredited practitioner".

The Company reserves the right to have any employee who has been absent for five or more days examined by a Company physician.

\* Exhibit M83

(Amended July 1, 1991)

Grievances 87-118, 119 and 120

The Company will continue its commitment to the Union to ensure that Clerical Assistants will not be assigned to perform those promotional sales duties which are the work of CSRs.

In the future the assignment of Clerical Assistants, when performing those duties in the Marketing Division which are the subject of these grievances, will be limited to receiving and recording customer telephone and mail inquiries which are made in response to specific programs or promotions.

Information provided to the customer by such Clerical Assistants will be limited to prepared information generally available to all customers and not customer account specific information.

This settlement is limited to the South Road headquarters only and is without prejudice to any other matter between the Company and Union and is not intended to limit Clerical Assistants from performing any duties which are within their job specification.

If it is necessary to call back a customer in response to a message left on the answering machine, such call backs may be made by the Clerical Assistant as limited by the above agreement or referred to a CSR.

This agreement does not exclude the posting of a Customer Service Representative position in the Marketing Division in the future to perform these duties.

\* Exhibit M84

(Amended July 1, 1991)

Grievance 88-111

The Company, in settlement of the above mentioned grievance, agrees, with respect to the Company's need for interim staffing precedent to arrival of employees called out under Item 87-50 of the Labor Agreement, as follows:

1. No employee ("Assigned Employee") will be assigned to answer customer calls during such interim staffing period until the Company has commenced to call out, pursuant to Item 87-50 of the Labor Agreement, the number of employees required by the Company ("Called Employees").

2. The number of Assigned Employees will not exceed the number of Called Employees.
3. The Company will give preference to bargaining unit employees on the premises as Assigned Employees where practicable.
4. Each Assigned Employee will be released from such interim staffing assignment when and as a Called Employee arrives and commences work.
5. Assigned Employees will be subject to the provisions of Article V C of the Labor Agreement.
6. Reserved

Exhibit 85 (Reserved)

\* Exhibit M86

July 1, 1989  
(Amended July 1, 1994)  
(Amended 5/1/2003)  
(Amended 5/1/08)

Expanded Levels of Service Program

Currently, customers have service access between 7:30 a.m. and 4:30 p.m., Monday through Friday. The Company and Local 320 mutually agree to establish a program that will provide extended customer service hours. The program developed to provide this extended access is called the Expanded Levels of Service Program ("Program") as described below.

In order to accomplish this goal the parties agree as follows:

1. A new classification will be created called Customer Service Representative - E.H. (350.0) which will be a special schedule position covered under Article III B of the Labor Agreement. (See attached job specification)
2. The pay grade for the classification of CSR-EH will be 17.0 (top two steps only). The Pay Grades for Customer Service Representatives 1/C (350.1 and 350.5) will be 16.1 (top two steps only) effective 5/1/08.

3. The parties agree that the CSR-EH will not be scheduled outside the hours 7:00 a.m. to 12 midnight, Sunday through Saturday (excluding holidays), and the CSR-EH will be provided with two consecutive days off (except as provided in the following paragraph) and their hours of work will be consecutive.

Schedule rotations shall be limited to not more than once per month. Under current circumstances and conditions, we will schedule employees to work no more than 5 consecutive days spanning the two calendar weeks of rotation during the transition period from one schedule to another. The Company reserves the right to develop any other schedule under the terms of the preceding paragraph if circumstances and conditions change, however, such other schedule shall not be required to provide two consecutive days off for the CSR-EH for such transition periods. When the schedule rotation for such transition periods, specified in the previous two sentences, does not provide at least two consecutive days off, the days off in either of the two weeks in any such transition period shall be the Sunday and the following Saturday. Holidays will be taken pursuant to the third paragraph of Article III E of the Labor Agreement. Schedules will be rotated pursuant to the terms of the Labor Agreement.

4. The complement of Customer Service Representatives - E.H. shall not exceed 50% of the system complement of Customer Service Representative - (1/C, 2/C and 3/C, job specifications 350.1, 350.2 and 350.3) as determined on July 1, 1989 and updated on each January 1 and July 1 thereafter. Written notification to the President and Business Manager of Local Union 320 of such numbers will be provided. Without commitment to permanent staffing, the Company shall initially post for a minimum of 5 such positions, not later than 12/31/89.

5. The new classification of Customer Service Representative - E.H. will be filled through the post and bid procedure. CSRs 1/C, 2/C and 3/C (350.1, 350.2 and 350.3) will be considered first, in that order, to bid for the classification prior to opening the job up to those employees outside the full-time CSR classifications. CSRs Part-Time shall have bidding rights only after the full-time bid list (including Local 320 full-time employees in the T&D and TOC Agreements) has been exhausted pursuant to \*Exhibit M54. In the event the CSR-E.H. is filled from outside the CSR classification, the job will be posted as a CSR-E.H. with a concurrent 3/C posting which indicates progression will be to the CSR-E.H. classification. The progression will be from CSR 3/C with a maximum time in grade of 12 months to CSR 2/C with a maximum time in grade of 12 months to CSR-E.H. with no change in the existing examination or personal appraisal requirements. CSR-E.H. (all levels of the automatic progression series) will be allowed to bid in accordance with Article IV for openings in CSR positions prior to employees' bids from outside the classification being considered. Employees in progression to the classification of CSR-E.H., including CSR 3/C and CSR 2/C in progression to CSR-E.H., may work the hours stated in paragraph 3 above.
6. Overtime will be assigned in accordance with \*Exhibit M53 of the Labor Agreement. CSR and CSR-E.H. will be on a common overtime list.
7. (Reserved)
8. If a Customer Service Representative or CSR-E.H. is assigned to an office open to the public between the night time hours of 6:00 p.m. and 12 midnight, or a CSR Part-Time is assigned to an office open to the public between the night time hours of 6:00 p.m. to 6:00 a.m., there will be at least one additional employee (classified or unclassified) assigned to that office during such hours.

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9. **Customer Service Representatives Part-Time will be covered by the Health Benefit Plan for individual health coverage. In the event such CSR Part-Time wishes to have family coverage, he or she will pay the difference between the individual rate and the family rate.**
10. **The maximum of four (4) CSRs Part-Time per district contained in \*Exhibit M54 of the Labor Agreement shall be amended to read 4 CSRs Part-Time in each of the Beacon, Catskill, Kingston and Newburgh Districts and 6 CSRs Part-Time in the Poughkeepsie District. The total number of Part-Time CSRs may be a maximum of 17 or 25% of the total number of Full-Time CSRs (excluding CSRs-E.H. and CSRs in progression to CSR-E.H.) whichever is greater as determined on July 1, 1989 and updated on each July 1 and January 1 thereafter. Written notification to the President and Business Manager of Local 320 of such numbers will be provided.**
11. **CSR-E.H. and CSR (excluding CSR Part-Time) may exchange work days or daily work schedules within a scheduled work week provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment, and further provided that a CSR 3/C and a CSR 3/C in progression to CSR-E.H. may only exchange with each other. Employees shall maintain their applicable pay level. Shift differential, if owed, shall be paid to the employee who worked the hours for which such differential would be paid in accordance with Article III N.**
12. **Attached hereto as Appendix A are changes in the Labor Agreement, including certain Supplemental Agreements, to reflect the foregoing. Any additional changes to the Labor Agreement, including the Supplemental Agreements, needed to reflect the foregoing, will be mutually agreed to.**

December 10, 1990

(Amended January 14, 1993)

(Amended January 1, 1995)

(Amended May 1, 2008)

### 15KV GLOVING PROGRAM

The Company and Local 320 I.B.E.W. have agreed to enter into a program for the purpose of working on energized 15KV conductors with rubber gloves as provided for in Item 10 of Exhibit F of the 1989 Memorandum of Agreement.

1. Gloving on energized 15KV circuits will be performed in accordance with Article V Q of the Labor Agreement. A minimum crew for purposes of gloving on energized 15KV conductors shall consist of one of the following crew complements:
  - a. Two Working Foremen/Forewomen 2/C (LES&T) (HV).
  - b. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Lineman/Linewoman 1/C (HV).
  - c. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Service Worker A (HV).

Staffing in excess of the above will be based on the requirements of the job. A crew leader may request additional manpower if he/she gives reasons why the safe performance of the job requires it. Prior to proceeding with the work as planned, the supervisor shall review at the work site the conditions or circumstances which have created the reported unsafe or hazardous condition.

If the supervisor determines that the job does not warrant additional manpower or if an alternative work method and/or equipment can be utilized to remove the hazard, the supervisor will assign the work to the crew leader.

If the crew leader still believes that a safety hazard exists, the work will be performed by that crew either utilizing "hot sticks" or de-energized at the direction of the unclassified Supervisor and such issue will be referred to the 15KV Review Committee as established under Item 8 of this Agreement for discussion and resolution.

There is no restriction on the number of people who may be elevated at any one time regardless of the crew size. When a job assignment involves direct handling of energized 15KV circuits, one qualified high voltage crew member will remain on the ground (not elevated). If the job involves more than the crew complement listed above, a Lineman/Linewoman 2/C / Service Worker B may be assigned to assist a Lineman/Linewoman 1/C /Service Worker A or higher classification, in the elevated position to direct handle energized 15 KV circuits at the discretion of the crew Working Foreman/Forewoman 2/C (LES&T HV).

Linemen/Linewomen 2/C and Service Worker Bs will be permitted to direct handle energized 15 KV circuits as described in the previous paragraph provided that the current Linemen/Linewomen 2/C / Service Worker B High Voltage Gloving Training Program is added to the Lineman/Linewoman 3/C to Lineman/Linewoman 2/C / Service Worker B progression school.

Other employees assigned to the crew for the purpose of flagging or other work not associated with the direct handling operation may be of classifications lower than that of Lineman/Linewoman 2/C.

2. This agreement shall be in effect as of January 1, 1993. Thereafter, this agreement shall be extended and remain in full force and effect, except that either party may terminate this agreement, on or before January 1, 1995, by providing the other party with a written Notice of Termination. Such Notice of Termination shall take effect 30 days after it is served on the other party. Such 30-day Notice of Termination may not be given after December 1, 1994. In the event one of the parties elects to terminate this program, then upon such termination, the pay of Lineman/Linewoman 1/C (101.1) shall revert back to pay group 19.1; the pay of Working Foreman/Forewoman 2/C (LES&T) (130.1) shall revert back to pay group 21.1; and the pay of Service Worker A (109.1) shall revert back to pay group 20.1.

3. All direct handling of energized 15KV overhead distribution conductors and equipment will be performed from an insulated aerial lift device. Basket liners will be available. Insulated booms will continue to be tested on a semi-annual basis. The employee has the option to request additional testing at any time.

4. Each Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 2/C, Service Worker B and Service Worker A (HV), who has qualified as a Lineman/Linewoman, will be required to participate in the Program, except those employees who were Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C or Service Workers A prior to July 1, 1965, who previously declined to participate in the Program.

5. A training program will be provided to all future employees prior to participating in the Program. Adequate refresher training will be provided to incumbents on an as-needed basis.

6. Exhibit 17 of the Labor Agreement shall not be modified as a result of this agreement. Any Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV) or Service Worker A (HV) participating in this gloving program who is called out of turn to direct-handle 15KV energized conductors shall have a skip applied.

7. Direct-handling of 15KV energized circuits shall not be performed in inclement weather or during the hours of darkness. (Emergencies shall not affect this prohibition).

8a. A 15KV Review Committee consisting of not more than four (4) representatives of Management and four (4) representatives of Local 320, consisting of the Union President and three (3) qualified line personnel in the Program, shall meet on a semi-annual basis or more often, if necessary, to discuss any areas of concern that may arise during this Program. Any issue dealing with how a gloving job is to be performed including the staffing under paragraph 1 above, shall not be subject to the grievance procedure but rather be submitted to the Review Committee for discussion and resolution.



- b. In the event the Review Committee is unable to resolve any issue which comes before it including staffing under paragraph 1 above, such issue will be referred to the President of the Company, who shall act as an independent arbitrator and decide the issue.

The Review Committee shall present their respective cases/positions at a joint meeting with the President of the Company. In addition to the Review Committee, any other person who has facts including the crew leader, crew members and supervision.

9. The new rates of pay for those employees participating in the Program shall be:

Lineman/Linewoman 1/C (HV) - \$20.861 per hour  
Service Worker A (HV) - \$21.551 per hour  
Working Foreman/Forewoman - \$22.905 per hour  
2/C (LES&T) (HV)

These rates of pay shall become effective on 1/20/91.

10. Employees working on circuits energized at 15KV shall use only Class II (20KV) rubber gloves and standard weight Class II (20KV) rubber sleeves. Rubber gloves will continue to be personalized. The current 60-day testing schedule for rubber gloves, sleeves and blankets will be continued. The employee has the option to request additional testing at any time.

11. Linemen/Linewomen 2/C and/or Service Worker B shall not be upgraded to meet the crew requirements in Item 1 a through c of this agreement.

12. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) to establish a complement of 36. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) assigned to the line department to establish a complement of 41 by 12/1/91. These complements are without a commitment to permanent staffing.

- 13. The Program shall not be a limitation on the ability of the Company to use the Service Workers A, Linemen/Linewomen 1/C, Working Foremen /Forewomen 2/C (LES&T) or other electric line personnel as set forth in the Labor Agreement.
- 14. Item 1965 +10 is null and void and the Item is to be removed from the Labor Agreement. Item 1965 +10 reads as follows:

New job classifications with their corresponding pay groups will be established as follows:

Lineman/Linewoman 1/C (HV)	Pay Group 20
Service Worker A (HV)	Pay Group 21
Working Foreman/Forewoman 2/C (HV)	Pay Group 22

The job specifications will be prepared prior to the date the first employee qualifies through the program described above.

It was recognized that the foregoing program will take some time to establish and that not all can be trained at once.

- 15. Item 1971 +33 is null and void and the Item is to be removed from the Labor Agreement. Item 1971 +33 reads as follows:

The Company will continue the high voltage committee; but meetings will not be held unless there is a substantial change in positions on the part of the Company or the Union.

- 16. Item 1975 +23 is null and void and the Item is to be removed from the Labor Agreement. Item 1975 +23 reads as follows:

The Company agrees that 15KV rubber gloving will not be introduced during the term of the agreement without a complete discussion and review with and the consent of the Union. (See 1971+33)



17. Item 1989 +19 and Exhibit F of the 1989 Memorandum of Agreement are null and void and the Item is to be removed from the Labor Agreement. Item 1989 +19 reads as follows:

A single phase 15KV Trial Gloving Program will be established as described in Exhibit F hereto.

18. In the event that one party elects to terminate this program under the provisions of Paragraph 2 above, the Items listed under Paragraphs 14, 15 and 16 above shall be reinstated into the Labor Agreement in their entirety.

+ Exhibit 88

7/1/91

**3rd Step Grievance Settlement**  
**Grievances 87-21, 87-29, 87-45 and 88-27**

In settlement of the above numbered grievances, the parties agree that the term "any headquarters" referred to in Article IV J 4 of the Labor Agreement does not include those temporary headquarters established under Article V G of the Labor Agreement.

**3rd Step Grievance Settlement**  
**Grievances 87-58 and 88-16**

In settlement of the above numbered grievances, the parties agree that the term "any headquarters" referred to in Article IV J 4 of the Labor Agreement includes any normally staffed headquarters.

+ Exhibit 89

7/1/91

**3rd Step Grievance Settlement**  
**to Grievance 87-24**

In settlement of grievance 87-24, the parties agree that the mileage reimbursement for a headquarter relocation referred to in Item 17B of the 1979 Memorandum of Agreement shall include tolls incurred utilizing a Thruway route provided the mileage on the Thruway route is less than the mileage on the non-Thruway route. However, if the non-Thruway route is shorter, the employee would be liable for the tolls.

Exhibit M90

7/1/91

(Amended 5/1/2003)

(Amended 5/1/08)

The attached list of covered classifications for mandatory drug testing is included as an Exhibit in the Labor Agreement with the understanding that such list will be changed by the Company as required to comply with applicable laws.

**BARGAINING UNIT CLASSIFICATIONS COVERED BY  
FEDERAL REGULATIONS MANDATING DRUG TESTING  
INCLUDING RANDOM DRUG TESTING**

I.B.E.W. Local 320, T&D Agreement

<u>Job Title</u>	<u>Job No.</u>
Lineman/Linewoman - First Class	101.1
Lineman/Linewoman - Second Class	101.2
Lineman/Linewoman - Third Class	101.3
Equipment Operator	102.2
Equipment Operator - Dynamite Handler	102.3
Equipment Operator - Special	102.4
Utility Worker	103.2
Utility Worker (Project Trainee)	103.3
Tester - First Class	105.1
Tester - Second Class	105.2
Tester - Third Class	105.3
Chief Line Clearance Man/Woman	106.0
Line Clearance Man/Woman - First Class	106.1
Line Clearance Man/Woman - Second Class	106.2
Communication Technician - First Class	107.1
Communication Technician - Second Class	107.2
Communication Technician - Third Class	107.3

Service Worker A	109.1
Service Worker B	109.2
Chief Tester	110.0
Tester - First Class	110.1
Tester - Second Class	110.2
Tester - Third Class	110.3
Substation Operator - First Class	114.5
Substation Operator - Second Class	114.6
Roving Chief Mechanic - Operator	117.0
Roving Mechanic - Operator - First Class	117.1
Roving Mechanic - Operator - Second Class	117.2
Roving Mechanic - Operator - Third Class	117.3
Plant Helper	118.7
Plant Technician - First Class - <i>Assigned to Roving</i>	120.6
Plant Technician - Second Class <i>Mechanic Operator</i>	120.7
Plant Technician - Third Class <i>Forces</i>	120.8
Chief Gas Production Man/Woman	123.0
Gas Production Man/Woman - First Class	123.1
Gas Production Man/Woman - Second Class	123.2
Chief Gas Mechanic - Welder	124.0
Gas Mechanic Welder - First Class	124.2
Gas Mechanic Welder - Second Class	124.3
Gas Mechanic Welder - Third Class	124.4
Chief Gas Mechanic	125.0
Gas Mechanic - First Class	125.1
Gas Mechanic - Second Class	125.2
Gas Mechanic - Third Class	125.3
Chief Gas Meter Repairman/Repairwoman	126.0
Gas Meter Repairman/Repairwoman - First Class	126.1
Gas Meter Repairman/Repairwoman - Second Class	126.2
Gas Meter Repairman/Repairwoman - Third Class	126.3
Construction Maintenance Man/Woman - First Class	128.1
Construction Maintenance Man/Woman - Second Class	128.2
Working Foreman/Forewoman - Second Class, LES&T ( <i>Assigned to Line, Electrician and Tester</i> )	130.1
Chief Mechanic	132.0
Mechanic - First Class	132.1
Mechanic - Second Class ( <i>Assigned to Rigging Forces</i> )	132.2
Mechanic - Third Class	133.0
Electrician - First Class	133.1
Electrician - Second Class	133.2
Electrician - Third Class	133.3
Stockhandler	140.2

Chief Construction Maintenance Man/Woman	141.8
Order Dispatcher - First Class	154.1
Order Dispatcher - Trainee	154.3
Field Clerk/Storekeeper	156.0
Commercial Specialist	206.0
Commercial Representative - Special	207.0
District Representative	207.1
Commercial Representative - First Class	207.2
Commercial Representative - Second Class	207.3
Commercial Representative - Meter Reader	207.4
Commercial Representative - Collector	207.6
<u>Substation Technician – First Class</u>	<u>208.1</u>
<u>Substation Technician – Second Class</u>	<u>208.2</u>
<u>Substation Technician – Third Class</u>	<u>208.3</u>

I.B.E.W. Local 320, TOC Agreement

<u>Job Title</u>	<u>Job No.</u>
Automotive and Hydraulic Mechanic - First Class	132.3
Automotive and Hydraulic Mechanic - Second Class	132.4
Automotive and Hydraulic Mechanic - Third Class	132.5
Chauffeur - Mechanic	132.8
Garage Helper	132.9
Telephone Representative	157.4
Customer Service Representative - E.H.	350.0
Customer Service Representative – E.H. – Bi-Lingual	350.9
Customer Service Representative - First Class	350.1
Customer Service Representative – First Class – Bi-Lingual	350.8
Customer Service Representative - Second Class	350.2
Customer Service Representative - Third Class	350.3
Customer Service Representative - First Class-Part Time	350.5
Customer Service Representative - Second Class-Part Time	350.6
Customer Service Representative - Third Class-Part Time	350.7
Clerical Assistant - First Class - ( <i>Assigned to System Operations</i> )	406.1

**Exhibit 91 - Reserved****+ Exhibit 92**

7/29/85

**Grievance 84-38  
Revised Second Step Answer**

In the future, the Company will assure that when it has determined it is necessary to assign a classified employee to perform reporting, requisitioning, or other work directly relating to a contractor's execution of work, that employee will be of at least Pay Grade 18.

**+ Exhibit 93**

4/9/90

**Grievances 90-05 and 90-11**

Without precedent or prejudice to the position of either party, the Company will modify its overtime procedure to include the 8-4 rotating shift employee in the group of eligible employees to be polled to work an extended day.

**Exhibit 94 - (Reserved)****+ Exhibit M95**

Item 18A of 1991 Negotiations  
(Amended 5/1/2003)

The Company will modify its scheduling and assignment of Commercial Representative - Specials (No. 207.0) as follows:

1. Previously, Commercial Representative - Specials (No. 207.0) have been scheduled to work Sunday at all locations. The Company anticipates that it can meet its operating needs by scheduling Commercial Representative - Specials (No. 207.0) to work Monday through Saturday. However, these individuals may be scheduled to work on Sundays to respond to specific operating circumstances in each area as determined by management.

As this change applies only to scheduling Commercial Representative - Specials (No. 207.0) and Commercial Representatives 2/C (No. 207.3) with more than 18 months as Commercial Representatives 2/C (No. 207.3), the following procedure would apply:

If the Company elects not to work Sundays, then when an employee working a Tuesday through Saturday schedule is to be rotated to a Monday through Friday schedule, such employee's days off will not be consecutive that week (i.e. the employee will be off Sunday and the following Saturday that week). When an employee working a Monday through Friday schedule is to be rotated to a Tuesday through Saturday schedule, such employee will receive three consecutive days off (i.e. the employee will be off Saturday, Sunday and Monday).

2. Holidays will not be considered as a basic work day for employees in the classification of Commercial Representative - Special (No. 207.0) or Commercial Representative 2/C (207.3) with more than 18 months' experience as a Commercial Representative 2/C, and considered a shift worker under paragraph 3 below, and any assigned work on that day will be considered as an overtime assignment. The overtime assignment will be made in accordance with Exhibit 17 of the Labor Agreement (no later than two weeks prior to the holiday to be worked), from the combined overtime list of Commercial Representatives 2/C (No. 207.3) and 1/C (207.2), Commercial Representative - Specials (No. 207.0), District Representatives (No. 207.1) and Commercial Specialists (No. 206.0). If after going through the list in the district where the overtime is required, no one accepts the scheduled overtime, then the Commercial Representative - Special(s) (No. 207.0) and Commercial Representative(s) 2/C (No. 207.3) with more than 18 months' experience as a Commercial Representative 2/C (No. 207.3), and considered a shift worker under paragraph 3 below, who is/are the lowest on the scheduled overtime list in that district will be selected and will be assigned to work.

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3. **Commercial Representatives 2/C (No. 207.3) in progression to Commercial Representative - Specials (No. 207.0), who have completed 18 months as Commercial Representatives 2/C (No. 207.3), will be considered a shift employee in accordance with Article III C of the Labor Agreement. The third sentence of Article III C of the Local 320 Labor Agreement will be amended to read as follows:**

**“Commercial Representatives Special, Commercial Representative 2/C (with more than 18 months’ experience as a Commercial Representative 2/C and in progression to Commercial Representative Special), Service Worker and Production Plant Cleaners shall be considered shift employees, but their hours of work need not conform to the foregoing schedule.”**

**The Commercial Representative 2/C (207.3) job specification will be amended as set forth in Attachment 1.**

4. **The maximum number of Commercial Representative - Specials (No. 207.0) and/or Commercial Representatives 2/C (No. 207.3) (who have completed 18 months as Commercial Representatives 2/C (No 207.3) and are considered shift employees) will not exceed 24. This however, is not a commitment to permanent manning.**
5. **Employees assigned to the classification of Commercial Representative - Collector (No. 207.6), on June 30, 1991, will be assigned to work between the hours of 7:30 a.m. and 4:30 p.m.; and, if requested by management, may accept assignments to work between the hours of 8:30 a.m. and 5:00 p.m. All individuals who enter or reenter this classification, on and after July 1, 1991, will be assigned to work between the hours of 7:30 a.m. and 5:00 p.m. All aforementioned assignments in this paragraph 5, will include a 30 minute break for a regularly scheduled meal as stipulated in Article III E of the 320 Agreement.**
6. **The Company will provide the required training to individuals who are assigned to lock and unlock meters.**

7. The Company will extend 1987 #28 (Exhibit C paragraph 6) as it relates to District Representatives (No. 207.1) for the term of the Labor Agreement. Additionally, the Company will continue to review its needs for District Representatives (No. 207.1) in areas where a residency is required, with special consideration being given to remote areas where the Company may establish new gas franchises. (See Exhibits M115 and M122)

**\* Exhibit M96**

**Item 22A of 1991 Negotiations**

**(Amended 5/1/08 – Item 12 of 2008 Negotiations)**

3. The educational requirements for the classification of Engineering Drafter Third Class (159.4) will be amended to read: 2 years of college with emphasis on a technically oriented program of study; or a minimum of 18 credit hours from an accredited college in the following courses: a) 2 courses in Technical Mathematics, b) 2 courses in Drafting and/or CAD, c) 1 course in Electrical Circuits, and d) 1 course in Applied Mechanical Science. Employees who have a minimum of 9 credit hours will be accepted as Engineering Drafter Third Class (159.4) and will be required to obtain the additional credit hours needed to satisfy the required 18 credit hour minimum during his/her initial 24 months as Engineering Drafter Third Class. Any such employee who does not satisfy the 18 credit hour minimum will be treated as a failure under automatic progression in accordance with the terms of Article IV N 4 of the Labor Agreement.
5. An employee assigned to the classification of Engineering Drafter Third Class(159.4) shall have his/her maximum time in grade of 18 months extended until a vacancy occurs (as determined by the Company) in the Engineering Drafter First Class level.
6. The incumbent (on June 30, 1991) Engineering Drafters Third Class and Second Class shall be grandfathered and allowed to progress through the Engineering Drafter automatic progression series to Engineering Drafter First Class as established by this Agreement except the employees will progress to Engineering Drafter 1/C - Special if he/she meets the educational requirements.

7. When a vacancy occurs in the Engineering Drafter First Class level, such "frozen" Engineering Drafter Third Class will be allowed to progress pursuant to Article IV N of the Labor Agreement (provided the employee has completed a minimum of 18 months as an Engineering Drafter Third Class). In the event there are 2 or more such "frozen" Engineering Drafters Third Class, the employee with the earliest posting number will be the person first allowed to progress to Second Class. There shall not be more than three "frozen" Engineering Drafters Third Class at any one time. In the event there are three "frozen" Engineering Drafters Third Class, the employee with the earliest posting number shall be unfrozen (provided the employee has completed a minimum of 60 months as an Engineering Drafter Third Class) and allowed to progress through the automatic progression series.
8. The classification of Drafter (159.5) shall be eliminated as of 10/2/91, however, the job specification shall be retained. All the duties from the Drafter specification are incorporated into the Engineering Drafter Third Class specification.

**+ Exhibit 97**

**Item 24 of 1991 Negotiations**

2. The two (2) incumbent Mechanics - First Class (132.1) assigned to the Riggers will maintain any license/certification required by governmental authority for the operation of a crane.
3. The three (3) incumbent Mechanics - First Class (132.1) assigned to the Transmission and Distribution Division will maintain any license/certification required by governmental authority for the use of dynamite/explosives.
5. The one (1) incumbent Mechanic - Second class (132.2) assigned to the Riggers will obtain (and maintain when reaching 1/C) any license/certification required by governmental authority for the operation of a crane by the time of his progressing to Mechanic 1/C.
8. All future applicants of any posted vacancy must meet the qualifications in the job specification.

11. Item 64 of the 1973 Memorandum of Agreement shall be applicable to Crane and Dynamite/Explosive licenses.
12. An employee who fails to obtain the required license/certification for progression to Mechanic 1/C will be considered to have failed their automatic progression examination for the classification of Mechanic 1/C (132.1) and will be subject to the provisions of Article IV J 6 of the Labor Agreement.
13. In the event one more of the existing Equipment Operator - Dynamite Handlers (102.3) bid for a future vacancy(ies) in the Mechanic - First Class (132.1) classification, they shall be placed as senior applicants on the bid list (regardless of their actual seniority) and shall be transferred to the classification of Mechanic - Second Class (132.2) in pay grade 17 (without examination) and their automatic progression time would be extended to 36 months. At the conclusion of such 36 months, the employee must obtain the required crane license/certification in accordance with paragraph 6 and 12 of this Agreement.
14. This proposal is made without commitment to permanent manning.

**+ Exhibit 98**

**Item 40 of 1991 Negotiations**

5. A group of Testers (No. 110.1, 110.2), comprised of 20% of the 1/C (No. 110.1) and 2/C (No. 110.2) classification existing at any time (but in no event fewer than 3 of such Testers), shall be designated by the Company. The selection of such Testers will be from the least senior in such classifications.

Such employees will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine (Grievance 86-29). Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the 320 Working Agreement when reporting to other than their normal headquarters. (See 1991-M+40)

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C (No. 110.2) or 3/C Testers (No. 110.3) to any headquarters for training as may be required.

Employees so assigned may also be reimbursed for any applicable tolls as agreed to in Grievance 87-24.

6. All Testers 2/C (No. 110.2) not in automatic progression will be excluded from roving as stipulated in paragraph 5 above.
7. The Company's right to reassign partially disabled employees under the provisions of Article IX-E will apply to Tester 3/C (No. 110.3) or Tester 2/C (No. 110.2) positions. Such individuals will be allowed to advance in the Tester series (numbers 110.1, 2, 3) through automatic progression provided they qualify.
10. The Company will maintain no less than 1 Chief Tester (No. 110.0) with no commitment, however, to permanent manning.

+ Exhibit 99  
(8/20/93)

**2nd Step Settlement**  
**Grievance 92-264**

Without commitment to permanent staffing, with no increase in complement, the Company will post for one (1) Working Foreman/Forewoman (LES&T) in the Splicer group.

Employees in the classification of Gas Mechanic Welder 3/C, 2/C and 1/C may not bid laterally to Gas Mechanic 3/C, 2/C or 1/C until such employee completes three (3) years as Gas Mechanic Welder 1/C. This agreement does not apply to the incumbent Gas Mechanic Welder 3/C (Garry Babcock). Failure to maintain certified welder status so as to be able to fulfill the duties of a Mechanic Welder in the applicable classification will result in the employee being removed from the Gas Mechanic/Gas Mechanic Welder progression series.

The agreement regarding the Gas Mechanic Welder is valid as long as the Company maintains such Working Foreman/Forewoman (LES&T) in the Splicer group.

**Exhibit 100 – Reserved**

**+ Exhibit M101**

**(9/15/92)**

**(Amended 5/1/2003)**

**2nd Step Revised Answer  
Grievance 91-66**

Without precedent or prejudice, the Company will upgrade the grievant to pay group 19.1 for the operation of the road digger which is the subject of this grievance when the crew assigned to the digger does not include an employee in pay group 19.1 or higher.

**+ Exhibit 102**

**(1/4/93)**

**2nd Step Grievance Answer  
Grievance 92-21**

Based on Management's assessment of its current operating needs and without precedent or prejudice to the position of either party and without agreement to permanent staffing, the Company will agree to post for an additional two (2) Working Foremen/Forewomen (LES&T) assigned to the Operations Services group.

In addition, the parties agree that one Working Foreman/Forewoman may be assigned as a "rover" provided there are a minimum of six (6) Working Foremen/Forewomen assigned to the Operations Services group.

In the event there are fewer than six (6) Working Foremen/Forewomen assigned to each group then the above roving provision shall cease until the complement is at six (6).

The initial selection of such Working Foreman/Forewoman (LES&T) shall be through the post and bid procedure. Such employee will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine. Such employee shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the 320 Working Agreement when reporting to other than their normal headquarters.



Scheduled overtime records and a callout system for such employee will be maintained at such employee's normally designated headquarters.

+ Exhibit 103  
(5/19/93)

**3rd Step Grievance Answer**  
92-222, 227, 228

Without prejudice to the Company's right to use contract consultants to conduct the gas heating contractor basic combustion school, if the Company elects to conduct such school itself, it does not intend to change its current practice of assigning employees to such school as follows:

1. One or more bargaining unit employees of the appropriate job classification(s) shall be assigned to conduct the "hands-on" part, if any, of such school, the first three of which shall be Commercial Specialists (Job Spec. No. 206.0), if available. The "hands-on" part of such school shall refer to work of the type normally performed by bargaining unit employees.
2. Management, or one or more bargaining unit employees of the appropriate job classification(s) [one of which shall be a Commercial Specialist (Job Spec. No. 206.0), if available], or a combination thereof, may be assigned to conduct the lecture (and any demonstration by the lecturer incidental to the lecture) part of such school.
3. If Commercial Specialists are not available where required above and other bargaining unit employees of the appropriate job classification(s) are assigned, no such employee shall be upgraded. If Management elects to assign bargaining unit employees of the appropriate job classifications(s) in addition to those Commercial Specialists referred to above, no such employee shall be upgraded.

**Exhibit 104 (Reserved)**

**+ Exhibit 105**  
**(6/2/93)**

**Settlement in Local 320 Grievance 92-234**

In settlement of the above mentioned Grievance, the parties agree as follows:

The maximum time in grade of an Equipment Operator (No. 102.2) to Equipment Operator - Dynamite Handler (No. 102.3) will be reduced from 36 months to 24 months. If such employee qualifies as an Equipment Operator - Dynamite Handler, such employee will be placed in Pay Group 16 until such time as such employee obtains any required qualification and/or certification or license (collectively the "license") which is required to handle and use explosives; at which time such employee shall be placed in Pay Group 17. Such employee shall apply for such a license when he/she is first eligible to do so and shall take the next available examination. Failure to so obtain and maintain such license will result in removal of such employee from the employee's then classification. Job Specifications No. 102.2 and 102.3 shall be amended to reflect the foregoing.

In consideration of such time in grade reduction, the parties confirm the long-standing principle that any employee in an automatic progression series can perform, without upgrade (except as otherwise provided for in the Labor Agreement), any job of a higher classification in that automatic progression series for which such employee is trained and qualified. Thus, an Equipment Operator in progression to Equipment Operator - Dynamite Handler can perform, without upgrading, any duties of an Equipment Operator - Dynamite Handler for which such employee is trained and qualified.

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**\* Exhibit M106**  
**January 1, 1994**  
**Amended July 1, 1995**  
**(Amended 5/1/2003)**  
**(Amended 5/1/08)**

**Family Care Leave of Absence as Amended -**  
**Local 320 – TOC Agreement**

1. A Family Care Leave of Absence without pay shall be granted to any Local 320 employee covered under the TOC Agreement who is a full-time employee and who has had at least one (1) year of service with the Company. All references herein to “employees” or “TOC employees” shall mean only those employees eligible for the Family Care Leave of Absence. Such Leave will be granted for the following reasons:
  - a. Birth of a child.
  - b. Legal adoption of a child under 18 years of age or the placement of a child under 18 years of age with the employees for adoption or foster care.
  - c. Sickness (including being physically or mentally handicapped) of a member of the immediate family or household.
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
  - e. Such other family care reason permitted at the discretion of the Company.

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraph 1a, b, c, d, or e above, the Leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such Leave as approved by the employee’s supervisor.

2. **Family Care Leave of Absence shall be permitted for a maximum period of up to six (6) months. Any Leave time in excess of the federally mandated 12 weeks, must be taken consecutively. There shall be a one-year (1) waiting period from the last day of the Family Care Leave of Absence previously taken before the TOC employee would be eligible for another Family Care Leave of Absence except such employee would be eligible for a Leave of Absence pursuant to the Family and Medical Leave Act of 1993 (not to exceed 12 weeks) measured from the first day the previous Leave of Absence started. Any additional Leave of Absence under this paragraph will be subject to the one (1) year waiting period from the last day of the first Leave of Absence. Written notice requesting a Family Care Leave of Absence and stating the reasons therefore shall be given to the employee's immediate supervisor, at least one (1) month in advance of such requested Leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.**
  
3. **Any employee granted a Family Care Leave of Absence of less than six (6) months may request an extension to bring the total Leave to six (6) months subject to the following condition:**

**Such extension shall be granted for any reason set forth in 1 above and provided that written notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.**

4. a. Leave under paragraph 1a, b, and e above shall not be taken on reduced Leave schedule or intermittently unless the employee and Company agree otherwise.
  - b. Leave under paragraphs 1c and d above may be taken intermittently or on a reduced Leave schedule when medically necessary for the first 12 weeks of such Leave.
  - c. If an employee requests intermittent Leave, or Leave on a reduced Leave schedule that is foreseeable based on planned medical treatment pursuant to the Family and Medical Leave Act of 1993, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits for such 12-week period.
5. The number of TOC employees in each headquarters (outside of the South Road complex) who may be granted Family Care Leave of Absence at any time may not exceed 5% of the number of TOC employees assigned in each such headquarters, with a minimum of one (1) in each such headquarters. No more than seven (7) employees assigned to the South Road complex shall be permitted to be on such Leave of Absence at any time. Notwithstanding the foregoing, in no case shall the total number of TOC employees on a Family Care Leave of Absence on a system-wide basis exceed 15. Requests for Family Care Leave of Absence will be granted within each headquarters and the South Road complex in order of receipt, except where requests are received at the same time, they will be granted on seniority within each such headquarters and within the South Road complex. Leaves of Absence requests which exceed these maximum numbers shall be granted pursuant to the Family and Medical Leave Act of 1993.
6. The Company may require that a request for a Family Care Leave of Absence under paragraphs 1c and d above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee as appropriate pursuant to the Family and Medical Leave Act of 1993.

7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to prepay their contributions if necessary to the Group Life Insurance Plan for the period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, regardless of when any such Leave begins and ends in those calendar months. In no event will any employee forfeit more than four months of vacation accrual for a 6 month leave of absence. With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as may otherwise be provided under such plan.

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, providing such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.



8. An employee requesting to return from such Family Care Leave of Absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Family Care Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the TOC Labor Agreement.
11. During a Family Care Leave of Absence service and seniority shall continue to accumulate. If the employee overstays such Leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.
- 12A. In the event that an arbitrator's decision, court decision or administrative agency decision is rendered during such term of the Labor Agreement and is adverse to either party's position with respect to the Company's right of distribution of work and the assignment of the work force under the Labor Agreement, the party against which such decision is rendered shall have the right to terminate such Leave of Absence Program in excess of the federally mandated 12 weeks on 30 days' written notice to the other party or as of the end of the Labor Agreement, whichever is earlier. During this 30-day or lesser period, the terminating party will identify its reasons for such termination and the parties will attempt to reconcile same so as to continue the Leave of Absence Program to the end of the Labor Agreement. In the event an arbitrator's decision, court decision or administrative agency decision is rendered which is adverse to the Company's position with respect to its right of temporary transfer under Article IV C of the Labor Agreement the Company may elect to terminate such Leave of Absence Program (in excess of the federally mandated 12 weeks) on 30 days' written notice to the Union or as of the end of the Labor Agreement, whichever is earlier.

- B. If such Leave of Absence Program in excess of the federally mandated 12 weeks shall be so terminated or shall expire at the end of the term of the Labor Agreement, such Program shall continue for those then under such Leave of Absence until the employee's Leave of Absence terminates.
  
- 13. Written notification shall be provided to the President and Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Family Care Leave of Absence, both granted and denied according to the above provisions and the duration of such Leaves, including any which were extended according to the terms of such Leave of Absence.
  
- 14. An employee may bid for and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Family Care Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraph 2, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Family Care Leave of Absence shall still have the two-week returnable rights reference in Article IV E 10 of the Labor Agreement to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993.
  
- 15. Employees in an automatic progression series classification or employees under Article IV E 7 of the Labor Agreement shall have their progression time or their training time respectively, extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence, unless such employee requests to waive this extension of a) the entire amount of time or b) one half the amount of time taken; provided, however, that employees under Article IV E 7 of the Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.
  
- 16. Employees on a Family Care Leave of Absence shall have their "holding grades" time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.

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**+ Exhibit M107**

January 1, 1994

Amended July 1, 1995

(Amended 5/1/2003)

(Amended 5/1/08)

**Family Care Leave of Absence as Amended -  
Local 320 – T&D Agreement**

1. A Family Care Leave of Absence without pay shall be granted to any Working Foreman/Forewoman 2/C (LES&T) (HV) assigned to the line forces, Lineman/Linewoman 1/C (HV), Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C, Gas Mechanic 3/C, Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C or Line Clearance Man/Woman 2/C, Chief Tester, Tester 1/C, Tester 2/C and Tester 3/C. Working Foreman/Forewoman 2/C (LES&T) assigned to the meter function, Working Foreman/Forewoman 2/C (LES&T) Electricians, Electrician 1/C, Electrician 2/C, Electrician 3/C, Relay Technician 1/C, Relay Technician 2/C, Relay Technician 3/C, Communication Technician 1/C, Communication Technician 2/C, Communication Technician 3/C, Substation Technician 1/C, Substation Technician 2/C, Substation Technician 3/C, Chief Construction Maintenance Man/Woman, Construction Maintenance Man/Woman 1/C, Construction Maintenance Man/Woman 2/C, Chief Plant Mechanic, Plant Mechanic 1/C, Plant Mechanic 2/C, Plant Mechanic 3/C, Chief Plant Technician, Plant Technician 1/C, Plant Technician 2/C, Plant Technician 3/C, Results Technician 1/C, Results Technician 2/C, Results Technician 3/C, Plant Helper, Utility Worker and Storekeeper, who has had at least one (1) year of service with the Company. All references herein to “employees” or “T&D employees” shall mean only those employees eligible for the Family Care Leave of Absence. Such Leave will be granted for the following reasons:

- a. Birth of a child.
- b. Legal adoption of a child under 18 years of age or the placement of a child under 18 years of age with the employee for adoption or foster care.
- c. Sickness (including being physically or mentally handicapped) of a member of the immediate family or household.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- e. Such other family care reasons permitted at the discretion of the Company,

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraph 1a, b, c, d or e above, the Leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such leave as approved by the employee's supervisor.

- 2. Family Care Leave of Absence shall be permitted for a maximum period of up to six (6) months. Any Leave time in excess of the federally mandated 12 weeks must be taken consecutively. There shall be a one-year (1) waiting period from the last day of the Family Care Leave of Absence previously taken before the Local 320 T&D employee will be eligible for another Family Care Leave of Absence except such employee would be eligible for a Leave of Absence pursuant to the Family and Medical Leave Act of 1993 (not to exceed 12 weeks) from the first day the previous Leave of Absence started. Any additional Leave of Absence under this paragraph will be subject to the one (1) year waiting period from the last day of the first Leave of Absence. Written notice requesting a Family Care Leave of Absence and stating the reason therefore shall be given to the



employee's immediate supervisor, at least one (1) month in advance of such requested Leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

3. An employee granted a Family Care Leave of Absence of less than six (6) months may request an extension to bring the total leave to six (6) months subject to the following condition:

Such extension shall be granted for any reason set forth in 1 above and provided that written notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

4.
  - a. Leave under paragraphs 1a and b and e above shall not be taken on a reduced leave schedule or intermittently unless the employee and the Company agree otherwise.
  - b. Leave under paragraphs 1c and d above may be taken intermittently or on a reduced leave schedule when medically necessary for the first 12 weeks of such Leave.
  - c. If an employee requests intermittent leave, or leave on a reduced Leave schedule that is foreseeable based on planned medical treatment pursuant to the Family and Medical Leave Act of 1993, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits for such 12-week period.

5. The number of eligible T&D employees who may be granted Family Care Leave of Absence at any time may not exceed the following percentages or numerical limitations as the case may be:
- a. For employees assigned to the line forces (Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C (HV), Lineman/Linewoman 2/C and Lineman/Linewoman 3/C) the percentage may not exceed 10% of the total of Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C (HV) and Lineman/Linewoman 2/C existing at any time.
  - b. For employees assigned to the gas street forces (Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C and Gas Mechanic 3/C) the percentage may not exceed 15% of the total of Chief Gas Mechanics, Gas Mechanics 1/C and Gas Mechanics 2/C existing at any time.
  - c. For employees assigned to the Line Clearance forces (Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C and Line Clearance Man/Woman 2/C) the percentages may not exceed 10% of the total of Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C and Line Clearance Man/Woman 2/C existing at any time.
  - d. For employees in the classification of Chief Tester, Tester 1/C, Tester 2/C and Tester 3/C, and for employees assigned to the meter function in the Working Foreman/Forewoman 2/C (LES&T) classification, the total number of individuals may not exceed two (2) at any time.

Notwithstanding the foregoing, in no case shall the total number of T&D employees on a Family Care Leave of Absence on a system-wide basis exceed 22. Requests for Family Care Leave of Absence will be granted in order of receipt, where requests are received at the same time, they will be granted on seniority within each such work force group.



Leaves of Absence requests which exceed these maximum numbers shall be granted pursuant to the Family and Medical Leave Act of 1993.

In addition, if an employee assigned to one of the classifications listed in paragraph A above is classified as a "rover" and is granted a Family Care Leave of Absence, then the "rover" will be replaced on a one-for-one basis from a non-rover assigned to those classifications.

6. The Company may require that a request for a Family Care Leave of Absence under paragraphs 1c and d above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee as appropriate pursuant to the Family and Medical Leave Act of 1993.
7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to prepay their contributions if necessary to the Group Life Insurance Plan for a period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, regardless of when any such Leave begins and ends in those calendar months. In no event will any employee forfeit more than four months of vacation accrual for a 6 month leave of absence. With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as may otherwise be provided under such Plan.

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, providing such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.

8. An employee requesting to return from such Family Care Leave of absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group, and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Family Care Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the T&D Labor Agreement.
11. During a Family Care Leave of Absence service and seniority shall continue to accumulate. If the employee overstays such leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.

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- 12A.** In the event that an arbitrator's decision, court decision or administrative agency decision is rendered during such term of the Labor Agreement and is adverse to either party's position with respect to the Company's right of distribution of work and the assignment of the work force under the Labor Agreement, the party against which such decision is rendered shall have the right to terminate such Leave of Absence Program in excess of the federally mandated 12 weeks on 30 days' written notice to the other party or as of the end of the Labor Agreement, whichever is earlier. During this 30-day or lesser period, the terminating party will identify its reasons for such termination and the parties will attempt to reconcile same so as to continue the Leave of Absence Program to the end of the Labor Agreement.
- 12B.** If such Leave of Absence Program in excess of the federally mandated 12 weeks shall be so terminated, such Program shall continue for those then under such Leave of Absence until the employee's Leave of Absence terminates.
- 12C.** Reserved
- 13.** Written notification shall be provided to the President/Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Family Care Leave of Absence, both granted and denied according to the above provisions and the duration of such leaves, including any which were extended according to the terms of such Leave of Absence.
- 14.** An employee may bid for and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Family Care Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraphs 2, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Family Care Leave of Absence shall still have the two-week returnable rights referenced in Article IV E 6 of the Labor Agreement to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993 paragraph 4 above.

- 15. **Employees in an automatic progression series classification or employees under Article IV F 5 of the Labor Agreement shall have their progression time or their training time, respectively, extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence, unless such employee requests to waive this extension a) of the entire amount of time or b) one half the amount of time taken; provided, however, that employees under Article IV F 5 of the Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.**
  
- 16. **Employees on a Family Care Leave of Absence shall have their “holding grades” time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.**

**Exhibit M108**

**1/1/94**

**(Amended 5/1/08)**

**FAMILY AND MEDICAL CARE LEAVE OF ABSENCE POLICY AS  
MANDATED BY THE  
FAMILY AND MEDICAL LEAVE ACT OF 1993**

- 1. **The effective date of this Family Care Leave of Absence Policy (“policy”) is 1/1/94.**
  
- 2. **A Leave of Absence under the Policy (“Leave of Absence”) without pay shall be granted to any employee to the extent not covered under the Family Care Leave of Absence Programs for TOC and T&D employees (see attached list of covered classifications) and who has at least one (1) year of service with the Company and worked at least 1,250 hours during the 12-month period preceding the commencement of the Leave of Absence. Such Leave will be granted for the following reasons:**
  - A. **The birth of the employee’s child and in order to care for such child.**
  
  - B. **The placement of a child with the employee for adoption or foster care.**
  
  - C. **In order to care for the spouse, or a son, daughter or parent of the employee if such spouse, son, daughter or parent has a serious health condition.**

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- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under paragraphs A and B above shall expire at the end of the 12-month period beginning on the date of such birth or placement.

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraphs 2A, B or C above, the leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such leave as approved by the employee's supervisor.

3. Family Care Leave of Absence shall be permitted for a maximum of up to 12 weeks during any 12-month period. Such 12-month period shall be measured from the first day the Leave of Absence is started.

Notice requesting a Leave of Absence and stating the reason therefore shall be given to the employee's immediate supervisor, at least 30 days, or when the reason for such absence is to begin in less than 30 days, such notice as is practicable, in advance of such requested leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

4. a. Leave of Absence under paragraphs 2A and B above shall not be taken on a reduced leave schedule or intermittently unless the employee and Company agree otherwise. The reasons for denial of a reduced leave schedule or intermittent leave schedule will be discussed with the employee by Human Resources, if requested.

- b. Leave under paragraphs 2C and D above may be taken intermittently or on a reduced leave schedule when medically necessary.
  - c. If an employee requests an intermittent Leave of Absence, or such Leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits.
5. Any employee granted a Leave of Absence of less than 12 weeks may request an extension to bring the total leave to 12 weeks subject to the following condition:

Such extension shall be granted for any reason set forth in 2 above and provided that notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave of Absence. Employees who believe that their reason for requesting an extension of a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

6. The Company may require that a request for a Leave of Absence under paragraphs 2C and D above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee as appropriate.
7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to prepay their contributions if necessary to the Group Life Insurance Plan for the period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, regardless of when any such Leave begins and ends in those calendar months. In no event will any employee forfeit more than four months of vacation accrual for a 6 month leave of absence. With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as may otherwise be provided under such Plan.

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, provided such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.

8. An employee requesting to return from such Family Care Leave of Absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the T&D and TOC Labor Agreements.
11. An employee will be required to utilize all unused vacation except five (5) days for the current calendar year in which the Leave of Absence starts as the first part of the 12 weeks (or any lesser amount thereof) Leave of Absence for Leaves of Absence granted pursuant to paragraphs 2A, B and C above. For example, if an employee has 4 weeks of unused vacation at the time a Leave of Absence is granted, the employee will use 3 weeks' vacation and 9 weeks' Leave of Absence for the 12 week Leave of Absence total.

If a holiday(s) falls during the period of vacation being utilized as part of a Family Care Leave of Absence, such holiday(s) will be paid as a holiday and the vacation period will be extended the appropriate number of holidays which occurred.

12. During a Leave of Absence, service and seniority shall continue to accumulate. If the employee overstays such leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.
13. Written notification shall be provided to the President and Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Leave of Absence, both granted and denied according to the above provisions and the duration of such leaves, including any which were extended according to the terms of such Leave of Absence.

14. An employee may bid for posted positions during the period of posting and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraphs 3, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Leave of Absence shall still have the two-week returnable rights (reference in Article IV F 6 of the T&D Labor Agreement and Article IV E 10 of the TOC Labor Agreement) to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993.
  
15. Employees in an automatic progression series classification or employees under Article IV F 5 of the T&D Labor Agreement or Article IV E 7 of the TOC Labor Agreement shall have their progression time or their training time, respectively, extended an equivalent amount of time to the amount of time off on Leave of Absence, unless such employee requests to waive this extension of a) the entire amount of time, or b) one-half the amount of time taken; provided, however, that employees under Article IV F 5 of the T&D Labor Agreement or Article IV E 7 of the TOC Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.
  
16. Employees on a Leave of Absence shall have their "holding grades" time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.
  
17. This policy is subject to the provisions of the Family and Medical Leave Act of 1993 and any regulations issued thereunder.

**18. Definitions:**

1. **Health Care Provider** - The term “health care provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices or any other person determined by the Secretary of Labor to be capable of providing health care services.

2. **Parent** - The term “parent” means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

3. **Reduced Leave Schedule** - The term “reduced leave schedule” means a leave scheduled that reduces the usual number of hours per workweek, or hours per workday, of an employee.

4. **Serious Health Condition** - The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves --

(A) inpatient care in a hospital, hospice or residential medical care facility; or

(B) continuing treatment by a health care provider.

5. **Son or Daughter** - The term “son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is:

(A) under 18 years of age; or

(B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

6. **Spouse** - The term “spouse” means a husband or wife, as the case may be.

7. **Employment Benefits** - The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan", as defined in section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002(3)].

**FAMILY CARE LEAVE OF ABSENCE  
COVERED CLASSIFICATIONS under Exhibit M108**

TITLE	JOB SPEC #
Cafeteria Attendant	* 142.5
Cafeteria Cook	* 142.4
Cafeteria Service Supervisor	* 142.3
Chief Gas Meter Repairman/Repairwoman	+ 126.0
Chief Gas Production Man/Woman	+ 123.0
Chief Gas Mechanic Welder	+ 124.0
Chief Mechanic	+ 132.0
Chief Storekeeper	+ 140.0
Cleaning Worker	* 139.1
Commercial Representative 1/C	+ 207.2
Commercial Representative 2/C	+ 207.3
Commercial Representative - Meter Reader	+ 207.4
Commercial Representative - Collector	+ 207.6
Commercial Representative - Special	+ 207.0
Commercial Specialist	+ 206.0
Customer Service Representative 1/C PT	*350.5
Customer Service Representative 2/C PT	*350.6
Customer Service Representative 3/C PT	* 350.7

District Representative	+ 207.1
Equipment Operator	+ 102.2
Equipment Operator – Dynamite Handler	+ 102.3
Equipment Operator – Special	+ 102.4
Field Clerk/Storekeeper	+ 156.0
Gas Mechanic Welder 1/C	+ 124.2
Gas Mechanic Welder 2/C	+ 124.3
Gas Mechanic Welder 3/C	+ 124.4
Gas Meter Repairman/Repairwoman 1/C	+ 126.1
Gas Meter Repairman/Repairwoman 2/C	+ 126.2
Gas Meter Repairman/Repairwoman 3/C	+ 126.3
Gas Production Man/Woman 1/C	+ 123.1
Gas Production Man/Woman 2/C	+ 123.2
Gatekeeper	+ 119.4
General Maintenance Man/Woman 1/C	+ 141.1
General Maintenance Man/Woman 2/C	+ 141.2
Hydro Station Operator 1/C	+ 114.3
Hydro Station Operator 2/C	+ 114.4
Mechanic 1/C	+ 132.1
Mechanic 2/C	+ 132.2
Mechanic 3/C	+ 133.0

Order Dispatcher 1/C	+ 154.1
Order Dispatcher - Trainee	+ 154.3
Protective Equipment Tester	+ 105.4
Roving Chief Mechanic - Operator	+ 117.0
Roving Mechanic Operator 1/C	+ 117.1
Roving Mechanic Operator 2/C	+ 117.2
Roving Mechanic Operator 3/C	+ 117.3
Service Worker A (HV)	+ 109.1
Service Worker B	+ 109.2
Splicer 1/C	+ 104.1
Splicer 2/C	+ 104.2
Splicer 3/C	+ 104.3
Splicer Helper	+ 104.5
Stock Handler	+ 140.2
Substation Operator 1/C	+ 114.5
Substation Operator 2/C	+ 114.6
Utility Worker (Project Trainee)	+ 103.3
Working Foreman/Forewoman 2/C	+ 131.2
Working Foreman/Forewoman 2/C (S)	+ 130.1

+ = I.B.E.W., T&D

\* = I.B.E.W., TOC

Exhibit 109 (Reserved)

+ Exhibit M110  
(Amended 7/1/98)  
(Amended 5/1/2003)  
(Amended 5/1/08)

ASSIGNMENT OF VEHICLES

1. This Agreement is made for the term of the Labor Agreement commencing 7/1/98.
2. Item 29 of the 1977 Memorandum of Agreement is hereby superseded by this document for the term of the Agreement.
3. The Company will offer vehicles to Commercial Representatives, District Representatives and Commercial Specialists as designated below to be taken home and used for commutation between their home and their work headquarters. All District Representatives (207.1), District Representatives Special (207.7), Commercial Specialists (206.0), Commercial Representatives 1/C (207.2), Commercial Representative - Special (207.0) and Commercial Representatives 2/C (207.3) with 18 months' time in grade will be offered a vehicle, provided that each such employee has a 30% or greater response record under the Callout Response Program. Any individual so assigned a vehicle (including those previously assigned a vehicle who thereafter became ineligible for such assignment) will be required to pay the fleet operating rate (at a rate of \$.20 at May 1, 2008, and \$.22 effective May 1, 2010) for all their commutation miles to and from work. Such rate may be adjusted annually each July 1 by the Company to be at the same rate charged to Management employees. However, such rate shall not be adjusted beyond \$.22 during the term of the Labor Agreement.

However, those 34 employees assigned vehicles, on June 30, 1998, will not be subject to such costs, so long as they continue to be assigned a vehicle and they do not transfer (including by promotion) from the headquarters to which they are assigned as of July 1, 1998; if they become ineligible for such an assignment and thereafter become eligible, they shall be subject to such costs.

4. The Company will review the callout response record, as determined under the Callout Response Program, (for the past 12-month review period, July 1 through June 30) of employees who are assigned, or eligible to be assigned, such vehicles on such annual basis on July 1 of each year. Copies of such records will be provided to the President and Business Manager of Local Union 320, I.B.E.W. Employees who have a callout response record below 30% under the Callout Response Program (dated 8/11/93) will become ineligible for the assignment of a vehicle for the next 12-month review period commencing July 1 except as provided for by the following:

( i ) If the employee's callout response record is below 20%, the employee will become ineligible for assignment of a vehicle for the next 12-month review period. For any subsequent review period, if the employee's response record is 30% or higher, the employee will be offered a vehicle.

( ii ) If the employee's callout response record is below 30%, but is 20% or higher, the employee will remain eligible for the assignment of a vehicle for the next 12-month review period. If the employee's callout response record during this subsequent period is 30% or higher, the employee will retain the vehicle. If the employee's callout response record during this subsequent period is below 30%, or if the employee has previously been permitted to retain the vehicle under this paragraph ( ii ), the employee will become ineligible for the assignment of a vehicle and will be treated as provided for in paragraph ( i ) above.

5. The Company maintains the right to call employees who can respond most promptly in cases of a nature which, in the consideration of Management (which includes System Operations and the Control Center outside of an employee's basic work week), require immediate attention. This includes the right to call employees out of turn on a callout list and to call employees who live closest to the problem regardless of the callout list they are on.
6. All callouts will be made in accordance with Exhibit +17 and Item 16 of the 1962 Memorandum of Agreement.
7. Reserved.
8. Reserved
9. Company radios shall be left on while commuting between home and work headquarters and vice versa. Employees will communicate their departure and arrival information over the radio in accordance with the Company Radio Procedure. Employees called out on the Company radio prior to, or following, the employees' basic workday will be paid for a callout in accordance with the terms of the Labor Agreement.
10. Any employee who is assigned a vehicle will require a minimum of 23 callout attempts over the 12-month review period referenced in Section 4 above before his/her callout response record will be utilized to determine his/her eligibility to retain a vehicle under this Agreement.
11. Except as provided in this Agreement, all employees covered by this Agreement will continue to be subject to the terms of the Callout Response Program dated 8/11/93.
12. If an employee and his/her supervisor cannot resolve issues related to the assignment of vehicles pursuant to this Agreement, these issues will be submitted to the President and Business Manager of Local 320, and the Company's Manager of Labor Relations and Benefits.

**Exhibit 111**

July 1, 1998

The Company will continue the past practice of permitting the incumbent (as of 7/1/98) Union Presidents and Business Managers to take time off without pay (but with continuation of benefits) for Union Business ("UB") and of paying for Company-related Union Business ("Co/UB") for each Union President and Business Manager. The Company will continue this custom and practice for such incumbents while either or both remain in any "Local Union Position" (as defined below).

If there is only one incumbent in a Local Union Position and a second employee is elected or appointed to serve in a Local Union Position, the Company will pay for the Company/UB and the Company work time and one-half the premiums for the Health, Dental and Vision Plans for such second employee as well as continuing such second employee in the Group Life Insurance Plan and Retirement Income Plan at the Company's cost. Such second employee shall be eligible to participate in SIP. Any coverage for such second employee will be subject to any required employee contribution except that no such contribution will be required for Health Benefit Plan coverage.

When such incumbents are no longer in Local Union Positions the Company will continue such past practice for no more than (1) representative of the Local Union, taking both Locals as a whole, and such representative shall be either the President and Business Manager, the Assistant Business Manager or the Business Representative ("Local Union Positions") provided that any such individual has a membership of 50% or more of Company employees.

If the two incumbents are no longer in a Local Union Position and if a second employee is elected or appointed to serve in a Local Union Position and does not continue to work in his/her normal Company classification, such employee's salary for Company/UB and UB and all holidays, vacation, personal time and sick time and all benefit plan premiums will be paid by the Union provided that any such individual is an employee of the Company and further provided that the Local Union of such individual has a membership of 50% or more of Company employees. Such second employee will be continued in the Retirement Income Plan at the Company's cost. Such employee shall be eligible to participate in SIP.

If an employee who is elected or appointed to serve in one of the Local Union Positions continues to work in his/her normal Company classification (works four consecutive hours or more of his/her job in a day) the parties will meet to fully discuss what amendments to these provisions are necessary in that particular case.

There will be no change to the practice of allowing additional employees (not in Local Union Positions) to be released for unpaid UB or paid Co/UB with prior notice to the Company by the appropriate Local Union.

If employees of Central Hudson do not make up more than 50% of the membership of a particular Local Union, employees who choose to remain in their Local Union Positions (in that Local Union) full time will be placed on a leave of absence under Article VIII I. 2., not to exceed two years, but will not receive any benefits during that period of time except that they would continue to participate in the Retirement Income Plan, subject to the provisions thereof. Such employees will have returnable rights to the Company for a maximum of two years unless otherwise mutually agreed to.

The Leave of Absence provisions of Article VIII I. 2. and any other provisions of this Exhibit will not extend to employees elected/appointed to Local Union Positions if the existing Locals become combined with a Labor Union not currently representing Company employees. The Leave of Absence provisions in Article VIII I. 2. and any other provisions of this Exhibit will not extend to employees appointed as International Representatives unless otherwise mutually agreed to.

**+ Exhibit M112****(Item 1994-28)****(Amended July 1, 1998)****(Amended 5/1/2003)****(Amended 5/1/2008)****Construction Maintenance Job Area Reporting Program**

1. In consideration for increasing the pay of Construction Maintenance Man/Woman 1/C to Pay Group 17.1 and Chief Construction Maintenance Man/Woman to Pay Group 19.1 (top step only), the Company will expand the duties of Construction Maintenance personnel to perform general construction work associated with site preparation, construction and demolition of structures (including buildings, substations and poles), trenching, earth moving, and property maintenance.
2. The Pay Group of Chief Construction Maintenance Man/Woman shall be increased to Pay Group 19.1 (top step only); the pay group of Construction Maintenance Man/Woman 1/C shall be increased to Pay Group 17.1.
3. The Company shall have the right to assign Construction Maintenance personnel temporarily to any job site with sanitary facilities, drinking water and provision for storage out of the weather, prior to job site reporting or temporarily to any of the existing normally staffed Company headquarters. Those assigned Construction Maintenance personnel will report at the beginning of the work day to and be dismissed at the end of the work day from that temporary job site or temporary headquarters.

**Effective May 1, 2008:**

<u>Miles from</u>	<u>Daily Payment</u>
<u>Permanent Headquarters</u>	
<u>0 to 10 miles</u>	<u>\$8 plus mileage and tolls</u>
<u>Greater than 10.0 to 15 miles</u>	<u>\$16 plus mileage and tolls</u>
<u>Greater than 15.0 to 20 miles</u>	<u>\$24 plus mileage and tolls</u>
<u>Greater than 20.0 to 25 miles</u>	<u>\$31 plus mileage and tolls</u>
<u>Greater than 25.0 to 30 miles</u>	<u>\$38 plus mileage and tolls</u>
<u>Greater than 30.0 to 35 miles</u>	<u>\$45 plus mileage and tolls</u>
<u>Greater than 35.0 miles</u>	<u>Article V G (\$80)</u>

When required to report to a job site or alternate headquarters, pursuant to this Program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement. In no case shall the total daily reimbursement payments exceed the provisions of Article V G.

For the purpose of job site reporting, projects must start with a minimum of 3 consecutive days and also have an estimated completion date. In order to equitably distribute overtime, job site reporting projects that last longer than 3 months or that are suspended for longer than 4 weeks will be reassigned to available rovers based on the then current rover list.

Mobilization and de-mobilization will be on Company time.

A pointer, similar to callouts will rotate among the Construction Maintenance Men/Women within the District, based on the number to be assigned which is declared by management. The foregoing excludes the Chief Construction Maintenance Man/Woman (141.8).

Notification will be at least 5 working days and "swaps" will be allowed within 48 hours. Swaps between employees are confined to employees assigned to the same headquarters unless approved by management. An employee already assigned to a roving job cannot swap out of such job assignment without permission of management.

The Company retains the right to declare, from the roving list, the number of employees required to "rove" and from which district or districts they will be chosen.

4. In addition, the duties of these two job classifications will be expanded as set forth in the revised Exhibit 19 and the revised job specifications attached thereto. This will allow the performance of skilled maintenance and construction work at any of the Company's offices, properties, rights-of-way, or plants, in accordance with such attached revised job descriptions.

5. Reserved.
6. Employees in job specification numbers 141.8, 128.1 and 128.2 will be eligible for the 6-month Family Care Leave of Absence Program.

**Exhibit 113****(Grievance 1993-20 & 21)**

The Company will reimburse the grievants for their 2nd CDL permit application fee.

Without precedent or prejudice to the position of either party, the parties agree that Central Hudson is only obligated to pay for the initial CDL permit application and initial road test.

**Exhibit M114****(07/01/98)****(Amended 5/1/2003)****(Amended 5/1/08)**

**The parties agree to maintain this Exhibit in order to protect the employment of employees who lose their driver's license and can no longer perform the full duties of their job classification.**

For the purpose of this program only, the Company is willing to permit a full-time employee of the Company whose driver's license has been suspended/revoked to transfer to another position (of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C, Tester 3/C or Clerical Assistant) until the employee's driver's license is restored. In addition, employees losing their driver's license shall not be included in any callout list. Employees who lose or have their driver's license suspended/revoked for other than medical reasons (which are unrelated to substance or alcohol abuse) will be assigned to one of these positions under the following conditions:

1. Consistent with the operating needs of the Company, a limited number of positions of Cleaning Workers at South Road shall be made available. If because of such limitations, no such position is available to such an employee, the Company and Union shall mutually agree on an alternate assignment that can be performed in Pay Group 10, where the requirement to have a driver's license can be waived.
2. Except as otherwise provided in paragraph 1 above, employees will be assigned to the classification of Cleaning Worker at South Road at Pay Group 10 (Step 3) if the position from which the employee comes is in Pay Group 10 or greater otherwise at the existing Pay Group, with a 40-hour basic workweek and the benefits of a full-time employee. An employee so assigned will be paid at Pay Group 10 for a period of three (3) years after which the pay will be reduced to the rate for Cleaning Worker (139.1) or the rate for whichever job to which they have been assigned. During such assignment, the requirement to have a valid driver's license will be waived.
3. Such employees may be assigned to a work schedule in accordance with the job specification to which assigned and the Labor Agreement.
4. Employees who have their driver's license restored within two (2) years of the suspension/revocation shall be returned to their former classification, headquarters and pay applicable thereto. After two (2) years, the employee must bid a classification to be transferred out of the position they were placed in.

5. An employee who has his/her driver's license suspended/revoked a second time in his/her career shall be assigned to the classification of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C, Tester 3/C, or Clerical Assistant and pay applicable thereto. Any such employee who had his/her driver's license suspended/revoked a second time will not be returned to his/her former classification except through the post and bid procedure.
6. Any employee who has his/her driver's license suspended/revoked a third time may be discharged.
7. Any such employee who elects not to transfer to the position of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C, Tester 3/C or Clerical Assistant shall be subject to discharge.
8. The TOC job specification of Cleaning Worker is not required to have a valid driver's license. Cleaning Workers who possess a valid driver's license may be assigned to operate a Company vehicle to perform duties consistent with their job specification. All of the job specifications, except Cleaning Worker will be amended to include the following language: Must possess and maintain a valid driver's license.

If a long-term employee has not maintained a driver's license, the Company will consider the circumstances of that employee and their job duties and will give consideration to waiving the license requirement for such individual.

9. Item 1977-M24 has been amended to include the following sentence:

In the event a temporary position is posted as a result of backfilling a vacancy created by an employee losing their driver's license, such one-year period may be extended up to an additional year upon the mutual agreement of the Union Business Manager and the Company's Labor Relations Manager.

10. Employees who have had their driver's license suspended/revoked for reasons other than drug or alcohol violations may be transferred in accordance with the terms of Exhibit 114. However, such employee's pay shall not be reduced to the lower job level for a period not to exceed 90 days in order for the employee to deal with the appropriate authorities concerning the reinstatement of such driver's license. Such 90-day suspension of the pay reduction will be valid only as long as such employee notified the Company of such loss of license immediately following his/her knowledge of such loss.

11. The President of the Company and the President/Business Manager of Local Union 320 shall have the ability to mutually agree on any individual case in which circumstances warrant a suspension of the terms of this Exhibit. In the event this Exhibit is suspended, the individual shall be allowed to remain in his or her job classification without holding the necessary driver's license. In no event will the individual be allowed to remain in their classification more than 36 months without the license. If the individual does not have his/her license returned within the 36 month period, the terms of this Exhibit will become operative.

Exhibit M115

7/1/98

(Amended 5/1/2003)

**District Representative/District Representative  
Trainee Selection**

In the event the Company is unable to fill a posted position of District Representative or District Representative – Special, the Company will post for a Commercial Representative 2/C who will progress to Commercial Representative 1/C (or Commercial Representative – Special). This successful applicant will be required to establish residency not more than one (1) mile outside of the boundary of the municipality designated by the Company in the job posting, but within the Company's service territory, within 3 months of being assigned to such Commercial Representative 2/C position. After spending 1½ years as a Commercial Representative 1/C or Commercial Representative – Special the individual will be promoted to the position of District Representative or District Representative – Special without examination. The successful applicant will be ineligible for a lateral transfer or bidding down to Commercial Representative 2/C, 1/C or Special until such applicant has been a District Representative or District Representative – Special for 3 years. The individual will not be offered a vehicle for commutation purposes, until reaching 18 months' time in grade as a Commercial Representative 2/C. (See Exhibits +M95 and M122)

Exhibit 116

2003-23

Grievance Answer 2002-15, 2002-27

The Company agrees that during times of storm restoration and other emergencies that bargaining unit employees, who have the skills for the work that is needed to be performed, will be utilized to the extent possible under the circumstances, before the Company resorts to other forms of assistance. (See +Exhibit M17 and \*Exhibit M53)

Exhibit M117

(1998-10 Exhibit J)

(2003-27)

Provisions related to the effect on classified employees of the sale of the Roseton and/or Danskammer Plants are contained in this Exhibit which includes a new Fossil Production Plant Agreement with Local 320.

The following is made in recognition of the competitive and restructuring forces that are changing the utility industry. These changes include the sale/transfer of the Company's fossil fueled generation. As part of these changes, the PSC has mandated the sale/transfer by auction of the Company's ownership interest in each of the Roseton and Danskammer fossil production plants ("fossil production plant(s)"). Therefore, the Company and Union agree as follows:

7. Any employee assigned to a fossil production plant, who would be age 50 and would have 25 years of service with the Company by January 1, 2001, shall be offered, by September 1, 1998, the opportunity to transfer to a position established by the Company to meet its needs outside the fossil production plants. Such offer must be irrevocably accepted within 15 working days of the date that such offer of transfer is made. The date of transfer of employees who have accepted such offer will occur between the time of such acceptance and the actual sale/transfer of ownership of the production plant to which they are assigned. The date of such transfer of, and the classification assignment for, the individual will be at the discretion of the Company (giving consideration to the needs of the Company and the personal preferences, qualifications and abilities of the employee ("Standard")) and will be to a position in Local 320 subject to review pursuant to paragraph 9 below. Such employees may be reassigned further from time to time by and at the discretion of the Company giving consideration to the Standard after review with the Unions. Any employee who accepts such offer of transfer or who is thereafter reassigned will be transferred/reassigned under the following conditions:

Such employee, who will be age 55 or older with 25 years or more of service on January 1, 2001, will be transferred/reassigned at 100% of his/her existing rate of pay and subject to receiving all future general wage and benefit increases. Employees who will be eligible for such transfer/reassignment at 100% of said pay rate are listed in Exhibit A-1 attached.

Such employee, who will be age 50, but less than age 55, with 25 years or more of service on January 1, 2001, will be transferred/reassigned at 90% of his/her existing rate of pay and subject to receiving all future general wage and benefit increases. Employees who will be eligible for such

transfer/reassignment at 90% of said pay rate are listed in Exhibit A-1 attached. If such employee is transferred/reassigned to a job in a pay group less than the pay group he/she was in but greater than 90% of his/her former pay rate, he/she shall receive the pay rate of the new job. When transferring/reassigning such employees, the Company will give preference for assignments at or near their former rate of pay giving consideration to the Standard. Any such employee transferred/reassigned shall accrue benefits in the Retirement Income Plan and the Group Life Insurance Plan at the Plan Class level determined by the rate of pay in the production job he/she was transferred out of and subject to being placed in a higher Plan Class to reflect general wage increases. Such employee will make health care contributions based on his/her actual rate of pay.

All such employees transferred/reassigned shall be eligible for additional mileage reimbursement in accordance with Article V P of the 1998 Local 320 T&D Labor Agreement or Article V H of the 1998 Local 320 TOC Labor Agreement, as applicable.

Any such employees shall not be transferred/reassigned to a job in a higher pay rate than his/her former pay rate in production.

If any such employee voluntarily bids for and accepts a posted position after accepting such offer of transfer or after being reassigned under this paragraph 7 by the Company, such employee shall be placed in the pay group and associated benefit levels for that position (i.e. such employee shall lose the salary and benefit plan protections contained in this paragraph 7). Such employee shall only be deemed to have accepted such posted position if such employee does not exercise their two-week returnable rights.

9. A Review Committee consisting of not more than four (4) representatives of Management and not more than four (4) representatives of the Local Union shall meet at the request of either party if necessary, to discuss any areas of concern that may arise under paragraph 7 of this Exhibit. Any concerns under paragraph 7 of this Exhibit will be submitted to the Review Committee for discussion and resolution.

In the event the Review Committee is unable to resolve any such issue which comes before it, such issue may be submitted to step 2 of the Grievance Procedure at either Party's request and such grievance shall be expedited. A Committee shall hear any such grievance in Step 2, which Committee shall consist of the same representatives referred to in Paragraph A3 of Article X of the Labor Agreement.

Exhibit A-1

Employees Eligible for Transfer at 100% of Pay Rate

Strachan, Dorothy J.	Gatekeeper	Roseton
DeMeo, Constantine	Chief Plant Technician	Danskammer
Sims, David	Chief Yardman/Yardwoman	Danskammer
DuBois, Barton H.	Results Technician 1/C	Danskammer
Dunn, David L.	Chief Control Operator	Roseton
Lanigan, Richard A.	Plant Mechanic 1/C	Danskammer
Guido, Claire O.	Storekeeper	Roseton
Swartz, Francis D.	Chief Yardman/Yardwoman	Danskammer
Lyons, Jesse	Chief Production Maint. M/W	Roseton
Farino, Thomas J.	Chief Plant Mechanic	Roseton
Marchione, Richard J.	Chief Plant Mechanic	Danskammer
Lippman, Robert W.	Chief Control Operator	Roseton
Clegg, Thomas J.	Chief Control Operator	Danskammer
Madrick, Steven J.	Plant Mechanic 1/C	Danskammer
Pitcher, Wilmore G.	Plant Helper	Danskammer
O'Malley, Jr., John J.	Plant Mechanic 1/C	Danskammer
Duffy, Michael J.	Results Technician 1/C	Danskammer
Miggins, Michael T.	Production Plant Cleaner	Roseton
Wright, Edward F.	Production Plant Clerk	Danskammer
Smith, Wayne R.	Plant Mechanic 1/C	Danskammer
Masten, John D.	Chief Prod. Maint. M/W	Danskammer
Johnson, Samuel A.	Plant Mechanic 1/C	Roseton
Branning, Thoms R.	Plant Technician 1/C	Danskammer

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Employees Eligible for Transfer at 90% of Pay Rate

Ferris, Vincent E.	Chief Control Operator	Danskammer
Bevier, Russell C.	Plant Mechanic 1/C	Danskammer
Bunt, George D.	Plant Technician 1/C	Danskammer
Hahn, Richard A.	Results Technician 1/C	Roseton
Bayack, Raymond S.	Plant Technician 1/C	Roseton
Dougherty, Robert J.	Plant Mechanic 1/C	Danskammer
Yantz, Jr., Conrad J.	Chief Control Operator	Danskammer
Thomas, Glenn P.	Chief Control Operator	Roseton
Grillo, John	Chief Plant Technician	Roseton
Slechta, Robert C.	Results Technician 1/C	Roseton

+ Exhibit M118

July 1, 1998 (Item 35 of 1998 Neg. – Ex F)

(Amended 5/1/2003)

(Amended 5/1/2008)Exhibit FELECTRICIAN JOB AREA REPORTING PROGRAM

Multiple/alternate headquarter reporting is being established for Electricians and Working Foremen/Forewomen 2/C (LES&T – Electricians). This provision includes normally staffed headquarter reporting and project site reporting. The Company shall have the right to temporarily assign such designated roving persons to any project site. In addition, the Company shall have the right to temporarily assign said employees to any of the existing normally staffed Company headquarters. Those assigned personnel will report at the beginning of the work day to and be dismissed at the end of the work day from that temporary work site or headquarters.

1. The total number of Electricians and Working Foremen/Forewomen 2/C (LES&T – Electricians) in this “roving” group will be the bottom 50% by seniority of each classification, not to be less than 2 Working Foremen/Forewomen 2/C (LES&T) and 7 Electricians 1/C. Any employees who held the classification of Electrician 1/C or Working Foreman/Forewoman 2/C (LES&T – Electrician) as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in the agreement. Mr. George Dudar will be exempt from this Program after 7/1/2003.

2. The initial assignment will consist of 3 of the existing Electricians 1/C and 1 existing Working Foreman/Forewoman 2/C (LES&T) (both classifications by reverse seniority) plus any other new postings. The existing 3 Electricians 1/C will be in the Program for 18 months. All new postings or positions fillings for Electricians will provide for roving until 50% of the complement is roving. Any roving positions not filled because of disability will be filled by the next least senior person.
3. This Program will only be in effect if the total number of Working Foremen/Forewomen 2/C (LES&T – Electricians) equals or exceeds 6 and the total number of Electricians (1/C, 2/C and 3/C) equals or exceeds 15. The Company will not upgrade Electricians to Working Foreman/Forewoman 2/C (LES&T) for the purpose of increasing the roving complement under this Program.
4. For the purpose of job site reporting, projects must start with a minimum of 3 consecutive days and also have an estimated completion date. In order to equitably distribute overtime, job site reporting projects that last longer than 6 months or that are suspended for longer than 4 weeks will be reassigned to available rovers based on the then current rover list as detailed in paragraphs 7 and 9.
5. The sites must include sanitary facilities, drinking water and provision for storage out of the weather, prior to job site reporting.
6. Mobilization and de-mobilization will be on Company time.
7. Notification will be at least 5 working days and “swaps” will be allowed within 48 hours. Swaps between employees are confined to employees assigned to the same headquarters (See paragraph 10) unless approved by management. An employee already assigned to a roving job cannot swap out of such job assignment without permission of management.
8. Roving Electricians assigned to a project site will not be subject to the following restrictions regarding the assignment of overtime referred to in Exhibit 17: District employees being assigned to overtime within a District prior to employees from outside the District. Employees assigned to the project that are not rovers will be offered overtime in accordance with Exhibit 17.

9. A pointer, similar to callouts, will rotate among the rovers within the District, based on the number to be assigned which is declared by management.
10. The Company retains the right to declare, from the roving list, the number of employees required to "rove" and from which District or Districts they will be chosen.
11. The "rovers" will be included in the "Callout List" and the "Scheduled Overtime List" based on their permanent headquarters.
12. The radius of the Program will be computed from the employee's permanent headquarters and will be limited to a distance within the existing franchise area or if outside the franchise area to facilities presently owned by Central Hudson.
13. Employees assigned to roving will receive the payments outline below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

**Effective May 1, 2008:**

<u>Miles from</u> <u>Permanent Headquarters</u>	<u>Daily Payment</u>
0 to 10 miles	\$8 plus mileage and tolls
Greater than 10.0 to 15 miles	\$16 plus mileage and tolls
Greater than 15.0 to 20 miles	\$24 plus mileage and tolls
Greater than 20.0 to 25 miles	\$31 plus mileage and tolls
Greater than 25.0 to 30 miles	\$38 plus mileage and tolls
Greater than 30.0 to 35 miles	\$45 plus mileage and tolls
Greater than 35.0 miles	Article V G (\$80)

When required to report to a job site or headquarters pursuant to this Program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or headquarters in excess of the mileage from his/her home to the assigned job site or headquarters.

Mileage payment will be made in accordance with Article V P of the Labor Agreement. In no case shall the total daily reimbursement payments exceed the provisions of Article V G.

14. Initially, one Communication Technician may be assigned to roving under the same terms and conditions of this Program provided the complement of Communication Technicians is at least 6. The assignment of such roving Communication Technician shall be made through the post and bid procedure (or by transfer from the production plants as part of 1998 Labor Negotiations). The Company shall post for a rover on or about August 1 and give existing Communication Technicians the opportunity to accept such assignment. If no existing Communication Technicians accept the roving position, such position will be filled by the next Communication Technician 3/C. All future Communication Technician postings will be roving until 50% of the complement is roving. Any employees who held the classification of Communication Technician 1/C as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in this paragraph 14. The number of Communication Technicians in this "roving" group will be the bottom 50% by seniority, not to be less than 3. The agreement in this paragraph 14 will only be in effect if the total number of Communication Technicians equals or exceeds 6.
15. Initially, one Relay Technician may be assigned to roving under the same terms and conditions of this Program provided the complement of Relay Technicians is at least 7. The assignment of such roving Relay Technician shall be made through the post and bid procedure (or by transfer from the production plants as part of 1998 Labor Negotiations). The Company shall post for a rover on or about August 1 and give existing Relay Technicians the opportunity to accept such assignment. If no existing Relay Technicians accept the roving position, such position will be filled by the next Relay Technician 3/C. All future Relay Technician postings will be roving until a complement of 50% roving is obtained. Any employees who held the classification of Relay Technician 1/C as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in this paragraph 15. The number of Relay Technicians in this "roving" group will be the bottom 50% by seniority, not to be less than 3. The agreement in this paragraph 15 will only be in effect if the total number of Relay Technicians equals or exceeds 7.

- A. Substation Technician Roving – The bottom 50%, by seniority, not to be less than 5 of this group will be Roving. Roving will only be in effect if the total number of Substation Technicians equals or exceeds 9. Any employee who held the classification of Relay Technician 1/C or Communication Technician 1/C as of 7/1/98 and is currently in the Relay or Communication Technician classification, is grandfathered and exempt from this roving agreement except where otherwise provided for in +Exhibit M118 paragraph 14 and 15
16. An agility test for Electricians 3/C has been established. Such test includes 4 tasks consisting of climbing steel, drilling a hole in the steel, hanging grounds, and operating a switch. Such agility test will be administered jointly by the Union and the Company and will be given to the Electricians at 6 months time in grade. An employee who fails such agility test will be reassigned to the job classification and pay step and headquarters from which the employee entered the program and will be considered ineligible for future training in the Electrician progression series.
17. The classifications of Electricians and Working Foremen/Forewomen 2/C (LES&T – Electricians), Relay Technicians, Communication Technicians and Substation Technicians shall be added to the Family Care Leave of Absence Program in +Exhibit M107.
18. The Company will post or fill 3 Electricians by October 1, 1998 and an additional 2 Electricians by January 1, 2001.
19. The Company will post for 1 additional Working Foreman/Forewoman 2/C (LES&T – Electrician) roving by August 1, 1998.
20. Item 1981-34 will be modified to include the posting of Electrician, Relay Technician, Communication Technician and Substation Technician headquarters by 2/C. Such modification will be effective August 1, 2000.

21. The Labor Agreement, through this document, will be modified to include the following: In the event there are 3 or more persons consisting of Substation Technicians, Communication Technicians, and/or Relay Technicians, or any combination of such classifications with Electricians, Mechanics (Rigger), or Construction Maintenance personnel working at a specified integrated assignment, excluding any switching, and none of the group is a Working Foreman/Forewoman 2/C (LES&T), the senior person of such crew shall be in charge and, if such assignment is for 1 or more consecutive hours, shall be upgraded two pay steps above their present pay during such assignment. Such upgrade will be made in accordance with ± Exhibit 72 of the Labor Agreement and with prior knowledge and direction of Supervision. This paragraph 21 shall be added to ±Exhibit 72 of the Labor Agreement.
22. This Program does not represent an agreement for permanent staffing. It is recognized that it is necessary to meet the minimum numbers in Paragraphs 3, 14 and 15 to retain the roving Program.

+ Exhibit M119

November 27, 2001

2003-44

(Amended 5/1/08)

2<sup>nd</sup> Step Grievance Settlement 97-07, 97-20, 97-21, 97-22, 97-26

In settlement of the above mentioned grievances, the parties agree the Communication Technicians or Substation Technicians will apply the settings to the Remote Terminal Unit that is the subject of this grievance and that have been developed/established by others. In the event the technology associated with the application of such settings changes either party may cancel this agreement by giving the other party 30 days written notice of such cancellation.

\* Exhibit M120

March 15, 2002

(Amended May 1, 2003)

1. The normal vacation period for all Customer Service Representatives (full and part time) shall be as established in the full time Labor Agreement.
2. The selection of vacation periods for all Customer Service Representatives shall be on the basis of seniority.
3. Supervision will issue the vacation request form for all Customer Service Representatives on or before January 15<sup>th</sup> in any year. All Customer Service Representatives (full and part time) shall submit their vacation requests to supervision no later than March 1<sup>st</sup> of any year. The Company shall post the approved vacation schedule by March 22<sup>nd</sup> in accordance with paragraph VIII C 2 of the Labor Agreement.

\* Exhibit M121

December 19, 2001

(Amended May 1, 2003)

2<sup>nd</sup> Step Grievance Answer 2000-109

The Company will upgrade the Garage Helper two pay steps (pay group 13.1) for the continuous time spent of at least one hour or more in loading, transporting, and unloading equipment (eg. Backhoes, bulldozers) on a flatbed machinery trailer, (company class 930).

Exhibit M122

November 25, 1992

(Amended May 1, 2003)

In settlement of grievances 90-15 and 90-16, the Company and Union agree as follows:

1. The Company will post for an additional four (4) District Representative (207.1) positions or four (4) District Representative - Special positions or any combination of four (4) such positions to bring the total combined number of these positions to seven (7). In the event the Company is unable to fill any of the seven (7) positions referred to above through the post and bid procedure, the Company will fill the position in accordance with Exhibit M115.

2. A new position, entitled "District Representative - Special" will be established. The existing position description of District Representative will be modified to include the following: "This is a shift job but the hours need not conform to rotating shift schedules". In essence, the new position will function in accordance with +Exhibit M95 in the same manner as Commercial Representative - Special with regard to assignment of hours of work and days of work as operating conditions require for the location at which the District Representative – Special is assigned.
3. All existing District Representatives would be grandfathered in their current positions unless they elect to bid on a District Representative – Special position. All new positions to be filled, beginning with the additional four (4) positions as agreed to here may be filled with District Representative – Specials. As the grandfathered District Representatives leave their position, the Company may, at its option, replace these individuals with District Representative – Specials.
4. At the time any one or more positions are vacated by the incumbent(s), the assignment of District Representatives and District Representative – Specials (i.e. where they will work, where they will be headquartered and where they will reside) will be at the sole discretion of the Company and the Company may change the assignment at its sole discretion.
5. The total number of District Representative – Specials, Commercial Representative – Specials and Commercial Representative 2/C (who have 18 months or more of service in the position) will be consistent with the total number agreed to in the Agreement (i.e. a maximum of 24).
6. This agreement settles all issues covered in the originally filed grievances. (See Exhibits +M95 and 115)

+ Exhibit 123  
2003-64

#### District Representative Working From Home

The Company and Union agree that the Company may assign, at its sole discretion, a District Representative or District Representative – Special to start and finish their workday from their residence. The assignment of such individual to start and finish their workday from their residence will be done with the approval of the affected employee.

The following conditions will be satisfied as part of any assignment of a District Representative or District Representative – Special to start or finish their workday from their home:

1. The residence satisfies the residency requirements of the posting.
2. The employee's residence is in an area that supports the needed technology necessary for communications necessary from the Company to the employee's residence.
3. The Company will provide and/or pay for business machines and communications equipment (including but not limited to phones, phone lines, cable connections, related interconnection devices and computer equipment) that enable the employee to start and finish their workday from their residence.
4. The Company will provide office furniture, if an individual requests, consisting of desk, chair, file cabinet, bookcase or any other furniture the Company deems necessary and office supplies.
5. In the event the Company elects to terminate this arrangement and subsequently has the employee report to a designated headquarters more than 10 miles from the employee's home, the employee will be protected against the additional cost of transportation (including moving expenses) in accordance with the terms of Article V P of the Labor Agreement.
6. If the Company physically relocates a satellite headquarters (such satellite headquarters include, but are not limited to, Carmel, Highland Falls and Rhinebeck) a distance of more than 10 miles or closes a satellite headquarters, the District Representative or a District Representative – Special assigned to such a headquarters, will have the option to either work from home or travel to and from his/her residence to the designated headquarters on Company time for a period of 18 months. After the initial 18 months, the employee will travel to and from their designated headquarters on their own time or again have the option to work from home. If the affected District Representative or District Representative – Special is required to move his/her

residence within the residency area to accommodate working from home, the moving expenses will be covered pursuant to Article V P of the Labor Agreement.

In the event the employee is required to start or finish their workday at their designated headquarters, the employee will travel to and from the headquarters on Company time or be paid overtime for travel time outside the normal workday.

+ Exhibit M124

2/23/93

8/11/93

5/15/95

(Amended 5/1/2003)

(Amended 5/1/08)

**CALLOUT RESPONSE PROGRAM**  
**For T&D Employees**

**I. Purpose**

Timely and effective callout response by all Central Hudson employees to emergency and other work situations is an essential ingredient in providing safe and reliable gas and electric service to our customers. The purpose of this Program is to improve the present level of callout response and to maintain adequate callout response to provide safe and reliable service to customers.

**II. Scope**

This Program is designed to standardize the method of calculating callout response records for each T&D employee as well as the procedure for addressing employees who fail to maintain an acceptable callout response record as defined by this Program.

All T&D employees are subject to the provisions of this program and will be required to accept a minimum of 20% of the calls chargeable to him/her during the review period in order to be considered to have an acceptable callout response record.

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### III. Definitions

A. The number of calls accepted as a percentage of calls made will be used to determine callout response. The callout data to be maintained and calls charged to an employee's record will be as follows:

1. Total calls made.
2. Total calls accepted.
3. Total calls refused.
4. Total calls unavailable or no response.
  - a. No answer (minimum of 10 rings).
  - b. Line busy.
  - c. Not home (including responses by answering machines).

- Note:
1. An employee will be charged with only one call categorized as not available or no answer and not home for repeated calls within any four-hour time period, subject to a maximum of two chargeable calls in any calendar day.
  2. A. All "platform calls" (i.e. callouts made to employees at the headquarters prior to the start of the workday) shall be included in calculating an employee's callout response record. A reasonable attempt will be made to distribute such "platform calls" equitably to available employees. Employees accepting "platform calls" will receive a skip unless they were called first in rotation.  
  
B. Any callout made to an employee after the end of the workday while the employee is still at the work headquarters shall be included in calculating an employee's callout response record.
  3. Employees may leave a forwarding telephone number with the Company at any time to enable the Company to contact them instead of trying to call them at home. Also, an employee may give the Company a second telephone number where the employee may be reached.

4. **An employee who is mistakenly passed over in the callout process shall be credited with an acceptable call and maintain his/her position on the callout list. If an employee is called out of turn and accepts, he/she will receive a skip.**
  
5. **If an employee returns a call within fifteen minutes of being called by Central Hudson and the need for such an employee still exists and the employee accepts, the employee will receive credit for the call. If the need no longer exists, the employee will still be charged for the original call.**
  
- B. **Employees will be taken off the call list on the day(s) of an absence until the start of the next calendar day (midnight) when full days are charged to the following, unless the employee notifies the Company they wish to remain on the callout list.**
  1. **Floating Holiday**
  2. **Personal Day**
  3. **Leave of Absence**
  4. **Union Business/Company-Union Business**
  5. **Jury Duty**
  6. **Death in the Family**
  7. **Military Leave**
  
8. **Illness or Injury (Employees who report to work and subsequently leave due to illness or injury will also be removed from the call list until the start of the next calendar day. Employees who are called the next calendar day after being absent due to illness/injury and who indicate they are still ill/injured will not be charged for such call).**



9. **Vacation –** When vacation is charged for a full week (40 hours within one payroll week), the employee will be removed from the call list for the entire payroll week plus the last portion of their last work day and the remainder of that calendar week and the next Sunday (for example, a day worker will be removed from the call list from 4:30 PM Friday to 11:59 PM the following Sunday). In addition, when an employee is charged for a full payroll week of vacation, any other vacation days or scheduled days off which are contiguous with the payroll week vacation period shall also be included in the time when an employee is removed from the callout list. For example, when an employee takes vacation on Friday and the following Monday through Friday, and the next Monday the employee will be removed from the callout list from the end of their last workday (e.g. 4:30 PM on the first Thursday through 11:59 PM the second Monday). Employees who take a full week of vacation which includes a holiday or holidays will be taken off the call list for the entire payroll week plus the last portion of their last work day and the remainder of that calendar week (e.g. 4:30 PM Friday to 11:59 PM the second Sunday).

In addition, employees will be taken off the callout list automatically for any weekend which is sandwiched by a vacation day(s) on both sides of such weekend from 4:30 PM of their last day worked until 12:01 AM of their next regularly scheduled workday.

- C. Employees will be taken off the call list when their work requires them to be away from home overnight.
- D. Employees will be taken off their regular call list when on an alternate duty assignment, provided such restriction is documented with medical documentation. Such employee may be eligible for overtime for the alternate duty assignment.
- E. A refused call will not be charged to an employee's record if the employee is called during a rest period.

F. A call will not be charged to an employee's record if direct contact is not made with the employee if the employee is called a) during the first hour immediately following the completion of work or b) during the first hour immediately prior to the commencement of a scheduled work period. This one-hour grace period is designed to recognize the travel time required for employees to reach home from work or work from home.

G. A call will not be charged to an employee's record if the employee is called while working. The Company will make every effort not to call an employee who is already working.

H. With the approval of the employee's supervisor, a callout will not be charged to an employee's record if the employee cannot respond (CNR) within the Company's indicated time.

IV. When physical limitations or hardship cases might preclude an employee from responding to callouts, the Company will review each case in advance and make reasonable allowances. However, in no case will permanent exceptions be made. The President and Business Manager of Local 320 will be advised of exceptions made under this paragraph.

V. Administration

A. An acceptable callout response record shall be an acceptance rate of a minimum of 20% of the total calls made to the employee during the review period. A cap of 30 chargeable calls shall be used so that an employee shall have met the 20% minimum acceptance rate when he/she has accepted 6 calls within the first 30 chargeable calls; if an employee has met the 20% acceptance rate within the first 30 chargeable calls or has accepted a minimum of nine (9) calls, he/she shall not be subject to the 20% minimum acceptance rate during the remainder of the applicable review period. If the employee has (i) not had 30 chargeable calls within the applicable review period, or (ii) not accepted six (6) calls within the first 30 chargeable calls, or (iii) not accepted a minimum of nine (9) calls, the employee still has the obligation to reach a minimum acceptance rate of 20% during the review period.



B. An employee shall have had at least nine chargeable calls during a review period in order to be covered under this Callout Response Program for the review period.

C. The employee's callout response record shall be reviewed every six months (for data from January 1 thru June 30 and July 1 thru December 31, each such (6) six-month period being a "review period").

All reviews of unacceptable callout response will be conducted with the employee within 45 days after the June 30 or December 31 dates.

D. The Company will review an employee's callout response record with the employee when such response is acceptable but between 20% - 25%. The purpose of this review is to alert an employee who was close to the 20% minimum response rate.

E. The Company agrees to maintain the Callout Review Program established in grievance settlement 2002-5, 2002-6, 2002-7 and 2002-8.

F. The modifications to the Callout Response Program contained herein shall not amend or otherwise affect the applicable Sections of "±Exhibit M110 (amended 7/1/98) Assignment of Vehicles" with regard to callout response requirements for the assignment of vehicles to Commercial Representatives.

## VI. Discipline

A. Employees who have an unacceptable callout response record (i.e. less than a 20% response record) at the end of any review period may be verbally reprimanded by the supervisor and notified that if the employee's callout response record is not brought up to an acceptable level in the next review period, further disciplinary action may be taken. A record of this verbal reprimand will be made by the supervisor and forwarded to the employee's personnel file and a copy given to the employee.

**B. At the end of the next review period the supervisor will meet with the employee. If the employee's callout response record is acceptable, the supervisor will inform the employee of such and document such discussion. A record of this discussion will be made by the supervisor and forwarded to the employee's personnel file and a copy given to the employee.**

If the level of response by the employee continues to be unacceptable (provided there has been a sufficient amount of overtime activity to evaluate the employee – minimum of nine calls to the employee's telephone number including "platform calls"), the employee may be given a written reprimand stating that unless the employee's performance improves to an acceptable level, further disciplinary action may be taken (but not as part of the General Performance Review process). The letter will be forwarded to the employee's personnel file and a copy given to the employee.

**C. An employee who has had discipline issued up to and including the written reprimand under the terms of this Program and subsequently has three consecutive review periods with an acceptable callout response record shall be treated as if they had a continuous acceptable callout record (i.e. they shall start the disciplinary process at a verbal reprimand for any subsequent period of inadequate callout response).**

**D. Any review period with less than nine chargeable callouts will be considered as an acceptable report period for purposes of the Program.**

**E. The process of review, employee counseling and progressive disciplinary action may be utilized to ensure satisfactory callout response is achieved and maintained by the employee.**

**F. An employee laterally transferring to another headquarters within the same classification carries his/her callout response record to the new location. An employee promoted within an automatic progression job carries his/her callout response record through such series.**



**VII. Documentation**

A record of the daily callout response showing the previous days' callout activity (or weekend activity) for that headquarters shall be posted on the official bulletin board on a daily basis of said headquarters.

A weekly callout response summary shall be posted on the official bulletin board on a weekly basis. The summary will show the callout response record for each employee for the previous week (number of calls made and number of calls accepted). In addition, the summary will include the cumulative review period to-date information (number of calls made, number of calls accepted and associated percentage it represents). Any inaccurate information on the summary which is verified by the Company shall cause the Company to adjust the employee's official record to accurately reflect the correct information. Such possible inaccurate information shall be brought to the Company's attention as soon as reasonably possible by the employee.

**VIII. Revisions**

The Company and Union will meet to review this Program from time to time. Such meetings will be held at the request of either party and be held within a reasonable period of time of such request. Any revisions to this agreement shall be mutually agreed to.

- IX. The mutually agreed-to Callout Response Program for T&D employees shall become permanent and the parties will continue to meet to discuss modifications to such Program.
- X. This Program is not intended to establish a definition of emergency needs but is to improve the overall system callout response by establishing a minimum callout response rate which must be met by each employee. If the overall system callout response does not meet the Company's operating needs, the parties agree that such issue will be subject to discussion in the meetings referred to in paragraph VIII above.

**Exhibit D**

The Company and Union agree as follows:

**CSR Vacation**

In response to the Union's concerns regarding the number of Customer Service Representatives allowed on vacation at any one time, the Company reaffirms that each employee is entitled to two weeks' vacation in the normal vacation period in accordance with Article VIII of the Working Agreement. The Company recognizes that they have added scheduling flexibility because of the availability of CSRs-PT and therefore the parties have agreed as follows:

1. For the purpose of scheduling vacations, beginning in 2004, for Customer Service Representatives of all classifications (Job Specification Numbers 350.0, 350.1, 350.2, 350.3, 350.5, 350.6, 350.7, 350.8 and 350.9) ("CSRs") assigned to the Call Center, the following will be adhered to:
  - a. For all weeks of the year (except as noted below), no less than 8 employees will be permitted to schedule vacation.
  - b. For the day before Thanksgiving Day and for the weeks of Christmas and New Year's, no less than 10 employees will be permitted to schedule vacation.
  - c. The minimum number of CSRs on vacation provisions established in paragraphs 1a and 1b above are limited to the establishment of the annual vacation schedule posted as of March 22<sup>nd</sup> of any year. The granting of vacations after the posting of the March 22<sup>nd</sup> vacation schedule shall be governed by Article VIII of the Labor Agreement including the addition of any replacements to the March 22<sup>nd</sup> schedule as a result of the cancellation of a scheduled vacation by an individual after the March 22<sup>nd</sup> posting. (See \*Exhibit M120)

- d. The Company has invested in new and technically advanced customer service systems that may reduce the number of Customer Service Representative Positions in all classifications in the future. Any such reductions will be made solely through attrition. In the event the Company needs flexibility under provisions 1a and 1b above, the Company and Union shall meet to arrive at a mutually acceptable solution regarding paragraphs 1 and 2 of this Exhibit.
2. Paragraph 5 of \*Exhibit M54 and paragraph 10 of \*Exhibit M86 shall be amended to increase the maximum number of CSR-PT to 17. The Company may reduce the number of CSRs by 1 without reducing the CSR-EH numbers (i.e. 29 CSR day workers will produce 15 CSR-EH). (See Exhibits \*M54 and \*M86)
3. Paragraph 1 and 2 of this Agreement are made for the term of the Labor Agreement . If the Company requires a change in this Agreement, it will meet with the Union. No changes to paragraph 1a or 1b shall be based on any contracted out customer service work.
4. Exhibit 94 shall be null and void and deleted from the Labor Agreement. Paragraph 7 of \*Exhibit M86 shall be null and void and deleted from the Labor Agreement.
5. Item 41 of the 1994 Memorandum of Agreement shall be removed from the agreement and temporarily suspended for the term of the Labor Agreement. In the event this Agreement is not made permanent at any time in the future, Item 41 of the 1994 Memorandum of Agreement shall be reinstated into the Labor Agreement in its entirety.
6. The Company will provide a copy of the CSR vacation schedules as actually taken on a quarterly basis to Local 320.

#### Bi-Lingual Program

For the term of the Labor Agreement commencing 5/1/03, the Company will establish, from existing Customer Service Representatives classifications, two (2) or more bi-lingual positions with both English and a second language. In order to accomplish this, the parties agree as follows:

1. Two (2) new job classifications will be created called CSR 1/C – Bi-Lingual, job specification number 350.8 and CSR – EH – Bi-Lingual, job specification number 350.9. (See the attached Job Specifications).
2. Effective 5/1/08 for employees hired on or after May 1, 2008 the pay grade for the classification of CSR 1/ C – Bi-Lingual will be established at pay grade 17 (top 2 steps only). The pay grade for the classification of CSR – EH – Bi-Lingual will be established at pay grade 17.1 (top 2 steps only). Effective May 1, 2009 these pay groups will be effective for individuals entering such classifications on or after May 1, 2009 and who were employed on or before April 30, 2008.
3. The Company will post a “Notice” indicating its need for bi-lingual skills in the Call Center, identifying the languages in addition to English in which the skills are needed and specifying the number of positions to be filled.
4. Applicants will be required to be fluent in the language specified in the Notice and such competency shall be demonstrated through a jointly administered examination.
5. Any CSR who may request an upgrade due to intermittent use of a second language shall notify Supervision in advance of the language they are capable of speaking. In the event that any Customer Service Representative reasonably determines during a telephone conversation to use bi-lingual skills in any language other than English, such CSR shall be compensated at an upgraded rate for a minimum of one hour. In the event there are numerous phone calls during the course of a workday, each call will receive an upgrade; provided however, the maximum number of upgrades for the use of bi-lingual skills in any one day is two.
6. This Agreement does not modify any other agreement in the Labor Agreement as the agreements may pertain to the various Customer Service Representative job classifications.

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7. The Company has no obligation to provide any language training to any individual in this Program.
8. Item 1987-25 shall not apply to CSRs in job specifications 350.8 and 350.9. (See 1987-25)

#### Storm List

For the term of the Labor Agreement commencing 5/1/03, the following will be added to \*Exhibit M54:

A part-time CSR who is called out in accordance with 1987-50 will be compensated at the prevailing overtime rate for all hours worked outside their normal schedule and it shall not be considered as a reschedule of their work schedule. In the event such CSR-PT declines such callout it shall not be counted as one of the 4 unavailables within any 30-day period under \*Exhibit M54 of the Labor Agreement.

For the term of the Labor Agreement commencing 5/1/03, Item 50 of the 1987 Memorandum of Agreement will be amended to read as follows:

The Company will continue to abide by Item 34 of the 1977 Memorandum of Agreement. However, when staffing the Call Center to respond to storm trouble or other emergency calls, the Company will agree to call the following classifications in the order indicated below:

- 1<sup>st</sup> CSR (Full-time of all classifications)
- 2<sup>nd</sup> CSRs Part-time
- 3<sup>rd</sup> Clerical Assistants
- 4<sup>th</sup> All other qualified full-time employees

In settlement of grievance 2003-101, the grievants shall be paid at time and one half at the rate in effect at the time of the work that was the subject of the grievance for those hours worked outside their normal schedule.

+ Exhibit M126

2003-72 - Ex G

May 1, 2003

(Amended 5/1/08 – 2008-36 Exhibit G)

1. This Agreement replaces Exhibit 91 to incorporate the following provisions for the term of the existing Labor Agreement.
  - a. Except as specifically amended by this Agreement, all existing five year commitments for Linemen/Linewomen 1/C, Service Worker A's and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
  - b. Line personnel who were Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C, or Service Workers on May 1, 2003 and still had the one-year obligation at that time are considered to have fulfilled it as of May 1, 2006 (Sunset Clause).
  - c. Any employee who held the classification of Lineman/Linewoman 1/C, Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Service Worker B, Service Worker A or Working Foreman/Forewoman 2/C (LES&T) (HV) as of 2/1/90 was grandfathered and exempt from the mandatory reassignment.
  
2. The Company maintains the right to fill the Midnight to 8:00 AM Service Worker shift. The Company will fill the Midnight to 8:00 AM Service Worker shift if it determines operating conditions warrant such a shift. If the Company makes the determination to fill the Midnight to 8:00 AM Service Worker shift, the Company shall meet with the President and Business Manager of Local 320 in an attempt to identify other alternatives that will meet the operating needs of the Company. If the Midnight to 8:00 AM shift is implemented, all affected Local 320 employees will be notified a minimum of 30 days prior to the start of the schedule. If a Midnight to 8:00 AM Service Worker shift is reestablished, the 6:00 AM to 2:00 PM Service Worker shift will revert back to 8:00 AM to 4:00 PM.

3. All existing Service Worker A's (109.1), as of 02/01/01, will continue to be exempted from being scheduled to work the Midnight to 8:00 AM shift. Such Service Workers may be assigned to work shifts consisting of 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM and such shifts will not be considered to be working the Midnight to 8 AM shift. If the Service Worker schedule, which need not conform to the Midnight to 8:00 AM, 8:00 AM to 4:00 PM and 4:00 PM to Midnight shifts, includes a shift from 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM these exempt Service Workers, working such shift, will not compromise their Midnight to 8:00 AM shift exemption. However, if these Service Worker A's bid to another headquarters, they will be subject to work the Midnight to 8:00 AM shift.
4. Employees in the classification of Service Worker B (109.2) are subject to being assigned to work the Midnight to 8 AM shift. However, Service Worker B's will not be assigned to cover a shift or any part of a shift alone or be paired with another Service Worker B to fill a Service Worker shift or any part of a shift.
5. Service Workers' workdays off will be rotated as provided for in Article III C of the T&D Labor Agreement.
6. It is the Company's intent to continue to operate all Service Crews as one-person crews. There are circumstances, related to the nature of a work assignment, where two one-person crews may be teamed together to complete an assignment. Where two one-person crews are teamed together, and the crew determines that it may be advantageous to operate as a two-person crew in a single truck, the crew will first discuss it with a supervisor and get agreement from the supervisor.

7.

- a. Where there is a Service Worker shift vacancy and the Company determines that such vacancy needs to be filled, the Company will first post to fill the vacancy.
  
- b. Any individual who becomes a Lineman/Linewoman 1/C on or after 02/01/01 shall be subject to being assigned (either through reassignment under this agreement, post & bid or outside hire) into the Service Worker A position without any examination for promotion to Service Worker A.
  
- c. Individuals who enter this Program will be obligated to serve in the Service Worker A position for a period of not less than 60 months (this service need not be continuous). The Company and the Union agree to permit Service Worker A's, with less than 60 months as a Service Worker A, to bid a posted position in the Project Construction Program, such time assigned to the Project Construction Program will be credited toward the minimum 60-month commitment as a Service Worker A.
  
- d. The Company shall post for a Lineman/Linewoman 1/C and give Service Worker A's, who are not needed to maintain the complement necessary to staff the Service Worker shift schedules that are in place at the time of such posting, the opportunity to bid to Lineman/Linewoman 1/C, regardless of the time they may have left on their 60-month Service Worker A commitment. Seniority shall prevail regardless of time served as a Service Worker A.
  
- e. If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C PC shall count as service for purposes of fulfilling an individual's 60-month Service

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Worker A commitment. Until this 60-month commitment is fulfilled, these individuals shall remain available for reassignment to the Service Worker A position as provided for under this agreement. Those assigned will be from a group of 8 individuals. Such group shall be comprised of 1) those Service Workers already assigned to Project Construction and then 2) the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms and conditions of the Project Construction program shall apply.

- f. An individual hired on or after 02/01/01 directly into a Lineman/Linewoman 3/C position in progression to Service Worker A will also be eligible, prior to completing their 5 year Service Worker A commitment, to bid into other positions outside the Line classifications; however, if they do, they will maintain their obligation to complete the remainder of their 5 year Service Worker A commitment if they return to a Line classification.
- g. In no event will any 5 year Service Worker A obligation extend beyond 12 years from the original date of the assignment of the employee to Service Worker A or Lineman/Linewoman 1/C, provided that the employee remains in the classification of Service Worker A or Lineman/Linewoman 1/C. There is no obligation on the part of the Company to post for Lineman/Linewoman 1/C or to reassign Service Workers A's following the expiration of this 12 year period, except as otherwise provided for in this agreement. Any employees who bid for and accept a position as one of the 41 permanent Working Foremen/Forewomen 2/C (LES&T) (HV) shall be considered to have fulfilled their obligation as long as they remain in that classification.
8. The Union and Company will discuss and rectify, if possible, the assignment of any individual that would result in a more favorable headquarters assignment being made to an individual with less seniority (including new hires) over a more senior individual.
9. Any employee reassigned on a mandatory basis shall be eligible for mileage reimbursement (with the rate consistent with Article V P of the T & D Labor Agreement.) Such reimbursement shall not exceed 24 months. The provisions of Article V G shall not apply.

10. Future Linemen/Linewomen 1/C subject to being assigned to Service Worker A will be assigned on a voluntary basis and if enough individuals do not accept the assignment, the employees with the lowest seniority will be assigned.
11. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the program that is of concern to either or both of the parties.
12. Employees who were Working Foremen/Forewomen 2/C (LES&T) (HV), Linemen/Linewomen 1/C or currently assigned Service Worker A's on May 1, 2003 have fulfilled their obligation as of May 1, 2006.
13. The Pay Group for Service Worker A shall be Pay Group 21.
14. Except as specifically amended by this Service Worker Agreement, all existing five-year commitments previously established under the Labor Agreement for Linemen/Linewomen 1/C, Service Worker A's, and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
15. The parties agree that when posting for a Lineman/Linewoman 3/C, such individual shall progress to the position of Lineman/Linewoman 2/C, and then Lineman/Linewoman 1/C. If the current Service Worker shift complement has a vacancy and cannot be filled through post & bid, the junior Lineman/Linewoman 1/C with a 60-month Service Worker commitment will be assigned the Service Worker A vacancy as their permanent headquarters. All current Service Worker B's who were scheduled to progress to Service Worker A will retain the Service Worker B's pay rate 17 until they progress to Lineman 1/C.

16. The following procedure shall be followed when covering absences of Service Workers.

All Service Workers A's and Service Worker B's (assigned to a shift) in the District are eligible to be called for any shift. Service Worker B's will only be called to cover a shift if a Service Worker A is scheduled to work the same shift. Service Worker B's will not be assigned to cover a shift alone or be paired with another Service Worker B.

1. Call, if available, a Service Worker in the District on their first day off.
2. Call, if available, a Service Worker in the District on their second day off.
3. Assign, if available, a Service Worker in the District on the prior shift to work an additional four hours and call, if available, a Service Worker in the District on the following shift to report to work four hours ahead of such Service Worker's scheduled shift. The selection of the Service Worker to work an additional four hours shall be made from the scheduled overtime list. The selection of the Service Worker to report to work four hours early shall be made from the callout list. Assign, if available, a Service Worker in the District on the prior shift to work eight additional hours. The selection of such Service Worker shall be made from the scheduled overtime list.
4. Call, if available, a Service Worker on the following shift to report to work eight hours early. The selection of the Service Worker shall be made from the call out list.

The off Service Worker is defined as a Service Worker who is not scheduled to work for the entire calendar day and shall be called using the callout list. Consideration shall be given to the Service Worker's respective position on the list and the number of skips already assigned to each Service Worker. If all eligible Service Workers have the same number of skips, they shall be called in the order they appear on the call out list. If the Service Workers have different numbers of skips, the Service Worker with the lowest number of skips shall be called first. (See Example)

A skip shall be applied to those Service Workers called to work. No skip shall be applied if the pointer was at a Service Worker called. Skips are only removed when the pointer moves past a Service Worker during a normal call out.

If, after going through the above procedure, no Service Worker is available to cover a shift and the Company has determined that coverage is required, the shift may be filled in accordance with the terms of +Exhibit 74 of the Labor Agreement.

Pay and meals for the employee called shall be administered in accordance with Exhibit M32 of the Labor Agreement.

**EXAMPLE**

The following example is a call out to fill an unscheduled Service Worker vacancy. The call out order would be SW 3, SW 2, and then SW 1. In this example SW 3 accepted the call. SW 3's skip total will be increased by one. SW 1 and SW 2's skip total will remain unchanged.

Order	Name	Skips	Call out Order	Skips After Call
1	SW 1	6	3	6
2	L 1	0	N/A	0
3	SW 2	5	2	5
4	L 2	0	N/A	0
5	SW 3	2	1	3

+ Exhibit M127

2003-73 – Ex H

May 1, 2003

(Amended 5/1/08 – 2008-36 Exhibit G)

+Exhibit M127 - Project Construction Program Agreement

- A. The intent of the Project Construction Organization is to be a dedicated construction organization, assigned to large-scale construction projects that would typically last 3 or more days, which will maximize crew productivity on construction projects, be equally or more competitive with outside line contractors, and assist in reducing the number of line contractors working on the Company property.
- B. The Project Construction Organization will be assigned to the Customer Services Group.
- C. The work force of the Project Construction Organization can be permanently headquartered in one or more normally staffed headquarters with like type job classifications. At the beginning of the program the Company established a permanent headquarters through a temporary posting in the Eltings Corners and Fishkill Headquarters. In the event the Company changes the headquarters at any time in the future, the Company may do so through a subsequent temporary posting. Any temporary posting under this Program may extend for the term of the Labor Agreement. Under these provisions, the posting is subject to an individual employee's right to opt out of the Program after completion of 12 months in the Program, and additional opportunities to opt out of the Program every 12 months thereafter and such employee shall be returned to their permanent job and headquarters as soon as possible thereafter but in no case more than 30 days. If an individual wishes to opt out of the program at any other time, and Management agrees to such opt out, such individual shall be returned to their permanent job and headquarters at the completion of their current assignment or within 30 days whichever occurs first. If such return is to a job they left less than 6 months before, such individual will maintain their position on the scheduled overtime list with the hours they had when they left their permanent headquarters, and all scheduled overtime hours they worked as part of Project Construction will be added to their scheduled overtime hours on the list in their permanent headquarters.

- D. Multiple alternate headquarter reporting will be established. Each Project Construction job that is expected to last at least 90 days or more shall be posted. This provision includes normally staffed headquarter reporting and project jobsite reporting. Employees of a Project Construction Crew will report at the beginning of the workday and be dismissed at the end of the day from the alternate headquarters site, from the project jobsite to which they are assigned, or from their permanent headquarters.
- E. The project construction work force will include, but not be limited to, Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C (LES&T) (HV) and Chief Line Clearance Men/Women. The work force will be established through a temporary posting for the purpose of performing project construction work on a job site reporting basis. Other employees assigned to the Project Construction work force may be assigned in accordance with paragraphs F. and G. below and in accordance with the provisions of + Exhibit M126.
- F. Employees may be assigned to this program through Article IV J 4 for training during their progression period. (Linemen/Linewomen 3/C may be assigned for up to 9 months of their 18 month progression period and Lineman/Linewomen 2/C or Service Worker B for up to 18 months during their 30-months in progression.) These employees shall be assigned for a minimum of 40 hours/week and will conform to the work schedule of the Project Construction Crew and all other conditions of this Project Construction Agreement. However, any such employee may enter this program through a temporary posting through post and bid.
- G. If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C PC shall count as service for purposes of fulfilling an individual's 60-month Service

**Worker A commitment. Those assigned will be from a group of 8 individuals. Such group shall be comprised of 1) those Service Workers already assigned to Project Construction and then 2) the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms of the Project Construction program shall apply.**

- H. The provisions of 1977+20 do not apply to the Project Construction Program. No employees assigned to the Project Construction Program will be included in the percentage calculation provided for in 1977+20 nor will any employee assigned to the Project Construction Program be classified as a Rover while in said program.
- I. For the purpose of job site reporting, projects must have a duration minimum of 3 consecutive days and also have an estimated completion date.
- J. Prior to initiation of each job site reporting assignment, the Company will provide a field office including communication facilities, heat, sanitary facilities and drinking water for the assigned employees. Sufficient space will be provided for off-road parking for Company and personal vehicles.
- K. Mobilization and de-mobilization will be done on Company time.
- L. Prior to beginning each job site reporting assignment, affected employees will receive a minimum of 3 working days notice of their assignment. Swaps between employees of the same classification will be allowed. Employees reporting a "swap" must do so within two (2) working days of notification of a new job assignment. Swaps between employees are confined to employees assigned to the same headquarters. Swaps shall be for the duration of the job assignment. Any exceptions or changes to swap arrangements will be subject to management approval.

- M. Employees who are directed to report directly to a job site or to an alternate headquarters will receive the payments outlined below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 – 10 miles	<u>\$8 plus mileage and tolls</u>
Greater than 10.0 – 15 miles	<u>\$16 plus mileage and tolls</u>
Greater than 15.0 – 20 miles	<u>\$24 plus mileage and tolls</u>
Greater than 20.0 – 25 miles	<u>\$31 plus mileage and tolls</u>
<u>Greater than 25.0 – 30 miles</u>	<u>\$38 plus mileage and tolls</u>
<u>Greater than 30.0 – 35 miles</u>	<u>\$45 plus mileage and tolls</u>
<u>Greater than 35.0 miles</u>	<u>Article V G (\$80)</u>

- N. When required to report to a job site or alternate headquarters, pursuant to this Program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee’s home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.

- O. The Project Construction Crew work week will consist of four (4) consecutive ten (10) hour days between the hours of 6:00am and 6:00 pm, Monday through Friday, with one-half (1/2) hour allotted for a lunch period between 11:00 am and 1:30 pm. After ten (10) hours in a regular workday, or forty (40) hours in a regular workweek at the straight time rate, overtime shall be paid. Employees in progression who are scheduled for progression training schools while working with the Project Construction Crews, with 72- hour notice, may have their work schedule changed to five (5) consecutive eight (8) hour days.

- P. Commencing with the pay period beginning the Sunday before Thanksgiving and continuing through the pay period ending the second Saturday of January, the Project Construction Crews may be scheduled to work five (5) consecutive eight (8) hour days Monday through Friday each week in accordance with Article III A. 2 of the Labor Agreement.



- Q. Overtime meals for the employees assigned to the Project Construction Program will be provided in accordance with the provisions of Article V. H. of the Labor Agreement.
- R. If the Union members of a Project Construction Crew working on a project believe that a task is beyond the scope of the mutually agreed upon work plan, the task under the current weather circumstances will be suspended. When working any tasks on energized conductors or where ungrounded conductors could become energized, and the weather conditions change from the original work plan and it becomes inclement, work will be suspended upon the completion of the immediate task.
- S. Employees assigned to the Project Construction Program will be on their own callout and scheduled overtime lists in their permanent Project Construction Headquarters. All assigned employees will be exempt from the 20% response requirement of the Callout Response Program. These employees will be subject to all other terms and conditions of the Callout Response Program. An employee working in a Project Construction Crew will only be called after the respective (like type classification) callout list in the headquarters in which the Permanent Project Construction Headquarters is located has been exhausted. All employees in this Program will be considered for participation in requests for mutual aid in the same manner as all other Company employees with like type classifications.
- T. When employees are working a 10-hour workweek and a Company observed holiday falls during such a workweek, the affected employees will be paid 10 hours (straight time) for the observed holiday. When working a Monday through Thursday schedule and an observed holiday falls on a Friday; the Project Construction Crews will observe the holiday on Thursday of the same week. When working a Tuesday through Friday schedule and an observed holiday falls on a Monday the Project Construction Crew will observe the holiday on Tuesday of the same week. This paragraph does not apply to Thanksgiving, the day after

Thanksgiving, Christmas Eve, Christmas and New Years Day Holidays when the workweek during such Holidays is five (5) consecutive eight (8) hour workdays Monday through Friday. Holiday pay for workweeks consisting of five (5) consecutive eight (8) hour workdays shall be eight (8) hour (straight time) pay.

- U. Vacation, personal and sick time will be accrued, used and accounted for on an hourly basis.
- V. The Parties have agreed to continue this Project Construction Program for the term of the Working Agreement commencing May 1, 2008. During the term of the Working Agreement commencing May 1, 2003, the Company posted normally designated headquarters for Working Foreman/Forewoman 2/C (LES&T) (HV) to bring the complement assigned to the line department to 41 permanent Working Foreman/Forewoman 2/C (LES&T) (HV), including all permanent Working Foreman/Forewoman 2/C (LES&T) (HV) who bid to temporary positions, where they maintain rights to return to their permanent Working Foreman/Forewoman 2/C (LES&T) (HV) position. The Company will maintain 41 permanent Working Foremen/Forewomen 2/C (LES&T) (HV) pursuant to the terms of +Exhibit M87 and this agreement.
- W. If the Company intends to assign a construction project to the Project Construction work force outside of the Company's franchise territory, it shall first meet with Local 320 to review and fully discuss the Company's intent.
- X. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the Program that is of concern to either or both of the parties. If deemed necessary, the parties may agree to a future schedule of meetings.
- Y. On or before 1/1/2009, the Company will post and fill two or more Linemen/Linewomen 1/C positions in the Kingston Headquarters and also post and fill two or more Linemen/Linewomen 1/C positions in the Catskill Headquarters. Concurrent postings and transfers will be made with these postings.

+Exhibit 128CH 16 – 2008 Negotiations – Exhibit CMay 1, 2008SUBSTATION TECHNICIAN

Establish a new job classification of Substation Technician. This will be an Automatic Progression job: 3/C – 1 year, 2/C – 3-1/2 years.

Initial Staffing - Staffing of this new group will be created by combining the Relay Group (numbers 108.1, 108.2, 108.3) and Communications Technicians group (numbers 107.1, 107.2, 107.3). Effective January 1, 2009, all existing Relay and Communication Technicians that were 1/C as of May 1, 2008 will have their rate of pay increased to Pay Group 21 top step only.

Job Duties - The job duties will be the combined duties of the Relay, Communication and Plant Technician classifications (excluding requirements for shift work).

Additional Training – The additional training for existing Relay and Communications Technicians will be a combination of on the job cross training and classroom training. This training is expected to take up to two years to complete. The training will commence upon ratification of the Agreement. The Company will administer this additional training and make reasonable efforts such that all existing Relay and Communication Technicians 1/C will become qualified together, as a group and at the same time, into the new classification of Substation Technician. A qualifying test for Substation Technician will not be administered and will not be required for existing 1/C Relay or Communication Technicians.

The existing Relay Technician 2/C will, upon ratification of the Labor Agreement, be transferred to the Substation Technician classification, will be given a training guideline to outline the remainder of his progression, and will then continue the normal progression schedule for the Substation Technician classification.

Roving – The bottom 50%, by seniority, not to be less than 5 of this group will be Roving. Roving will only be in effect if the total number of Substation Technicians equals or exceeds 9. Any employee who held the classification of Relay Technician 1/C or Communication Technician 1/C as of 7/1/98 and is currently in the Relay or Communication Technician classification, is grandfathered and exempt from this roving agreement except where otherwise provided for in +Exhibit M118 paragraph 14 and 15. +Exhibit M118 of the Labor Agreement will be amended to include Substation Technician.

Rates of Pay: Effective January 1, 2009

<u>Substation Technician 3/C</u>	<u>Pay group 14</u>
<u>Substation Technician 2/C</u>	<u>Pay group 17</u>
<u>Substation Technician 1/C</u>	<u>Pay group 21</u>

Headquarters – Existing Relay and Communication Technicians, will maintain their current headquarters that were already established through the post and bid procedure prior to this Labor Agreement, when merged into the new classification of Substation Technician.

Overtime –Substation Technicians, at each of their headquarters will be placed on a common overtime list after the qualifying period. Scheduled overtime lists will initially be established by seniority.

Additional Contract Modifications - Any references to the work of Relay, Communication and/or Plant Technicians in the existing Labor Agreement will be modified to include an additional reference to Substation Technician.



Title  
Substation Technician – First Class  
Job Specification No. 208.1

Title  
Substation Technician – First Class

DUTIES: Under general supervision to perform, record, analyze, and interpret the results of all tests required for the installation, operation and maintenance of all types of relays and associated equipment including all power line carrier, audio tone, PLC's, and HMI's used in protection and operation of substations and production facilities. To perform, record, analyze and interpret the results of all tests required for the installation, operation and maintenance of all types of radio communication, SCADA communication and all telemetering and control associated with such; to perform equipment and other tests of the highest complexity; to read and interpret electrical drawings; to train and direct Substation Technicians of lower classifications and to perform any related work as assigned.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least one year's experience as a Substation Technician Second Class or the equivalent. Must have a thorough working knowledge of the construction of, the theory of operation and of the application of all types of relays, regulators, network protectors, PLC's, HMI's, power line carrier, audio tone, radio communications, etc. and the operation and maintenance of all equipment associated with the operation and control of the Company's Substations and Production facilities. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:21

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

Title  
Substation Technician – Second Class  
Job Specification No. 208.2

Title  
Substation Technician – Second Class

DUTIES: Under general supervision to perform, when not extremely complicated, any electronic testing associated with the control and instrumentation systems at the Company's Substations and Production Plants; to record and analyze all the tests required for the installation, operation and maintenance of less complicated relaying, carrier, audio tone and substation voltage regulating devices; to read and interpret electrical diagrams for work within this classification; to assist a Substation Technician – First Class and to perform any related work as assigned.

NOTE: The maximum time in grade will be forty-two (42) months.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least one year's experience as a Substation Technician Third Class or the equivalent. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:17

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

Title  
Substation Technician – Third Class  
Job Specification No. 208.3

Title  
Substation Technician – Third Class

DUTIES: Under direct supervision to perform the least complicated work in connection with testing, adjusting and repairing of relays, radio, supervisory, electronic control and instrumentation equipment associated with the Company's Substation and Production facilities; to assist a Substation Technician of a higher classification and perform any related work as assigned.

NOTE: The maximum time in grade will be twelve (12) months.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and a knowledge of the basics fundamentals of electricity, good mechanical aptitude and the ability to absorb technical and electronic theory. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP 14

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

+Exhibit 129  
Grievance Settlement 2005-78  
Grievance Settlement 2005-82  
January 23, 2006  
2008-16  
May 1, 2008

Grievance Settlement 2005-78  
& Grievance Settlement 2005-82

Without precedent or prejudice to the position of either party  
the parties agree as follows as it pertains to the selection of  
Field Clerk/Storekeepers for “mutual aid” assignments.

1. The selection of Field Clerks/Storekeepers from the selected overtime list shall be made in accordance with Section II, paragraph 1c of Exhibit 17 of the labor agreement.
2. The assignment to “mutual aid” shall be rotated on a seniority basis with the most senior qualified (appropriate license) Field Clerk/Storekeeper being given the first opportunity for the first assignment commencing on or after January 24, 2006.
3. The group of Field Clerks/Storekeepers to be considered in this rotation shall be limited to those qualified (appropriate license) Field Clerk/Storekeepers assigned to the Customer Services group.
4. The decision to assign any Field Clerk/Storekeepers to “mutual aid” shall be the sole responsibility of the Company.

+Exhibit 1302008-35 Exhibit EMay 1, 2008Utility Worker Agreement

1. The position of Utility Worker (103.2) is in pay group 11. Internal bids shall be accepted and the position shall be filled in accordance with the terms of the Labor Agreement. After the post and bid procedure is exhausted, candidates will be hired into pay group 7 (bottom step) and on the first six-month anniversary will be promoted to top step of pay group 7. On the first one-year anniversary of entering the position, the worker will be promoted to pay group 8. On each successive one-year anniversary they would be promoted to pay group 9, 10 and ultimately 11. (Top step only for groups 8, 9, 10, and 11).
  
2.
  - a. Utility Workers not assigned to Operations Services, Project Construction or Line Clearance can rove to any permanent or temporary headquarters and will be eligible for mileage reimbursement as provided for in Article V P of the T & D Labor Agreement. Such reimbursement shall not exceed 18 months.
  
  - b. Utility Workers assigned to the Operations Services division will be subject to the roving requirements of the area to which they are assigned in accordance with +Exhibit M118 of the Labor Agreement (Electricians) and +Exhibit M112 of the Labor Agreement (Construction Maintenance).
  
  - c. Utility Workers assigned to the Project Construction Program or the Line Clearance Job Area Program will be subject to the roving requirements of the area to which they are assigned in accordance with +Exhibit M127 of the Labor Agreement (Project Construction Program) & +Exhibit M68 of the Labor Agreement (Line Clearance Job Area Program).
  
3. Utility Workers can be assigned to work an hour prior to the normal start time and up to 8 PM Monday to Friday, except when assigned to the Project Construction program which is covered under paragraph 5 below.
  
4. The Company will give no less than 48 hours notice to a Utility Worker when their hours of work or reporting location are changed. However, notifications for change in reporting locations for Utility Workers assigned to Operations Services will continue to be in accordance with +Exhibit M118 of the Labor Agreement (Electricians) and +Exhibit M112 of the Labor Agreement (Construction Maintenance).

5. Utility Workers assigned to the Project Construction Program will be subject to all the provisions contained in +Exhibit M127 of the Labor Agreement.
6. Utility Workers may assist, as assigned, the Field Clerk/Storekeepers in the district storeroom under the direction and general supervision of a Field Clerk/Storekeeper. Utility Workers assigned to such storerooms are not subject to the pay group provisions contained in +Exhibit 64 of the Labor Agreement. In addition, Utility Workers can perform any work a crew typically performs in order to get a vehicle ready to leave the shop or prepare it for the next days work, not including safety checks.
7. Utility Workers can remain in the Utility Worker position for up to 5 years. If they have not bid out and been awarded another position after the completion of 5 years, the Company maintains the right to assign them to the next full time (40 hours/week) vacancy in the bargaining unit that the Company intends to fill through an outside hire after the post and bid procedure has been exhausted and for which, in the judgment of the Company after consultation with the Union, the individual is capable of performing the work. Such employee's pay will not be reduced below the top step of Pay Group 11. In the event there are 2 or more individuals awaiting such assignment after such 5-year period, the assignment will be made to the senior individual first.
8. Utility Workers will be required to obtain and maintain a Class A CDL.
9. Written notice of Utility Workers' work group and location assignments shall be given to the Union President & Business Manager no less than once every 6 months. Utility Workers may be assigned to work with a Splicing crew and perform the duties included in the Utility Worker's job specification.
10. The Parties have agreed to continue this Utility Worker Agreement for the term of the Labor Agreement commencing on May 1, 2008.
11. Digest Item 1965+M30 (T&D) shall be modified as part of this Agreement to include a provision that "a utility worker shall be able to operate any and all power equipment he or she is trained and qualified to operate, including but not limited to the power take-off on Company vehicles and the dump mechanism on dump trucks, including loading, transporting and unloading

equipment on a flatbed trailer, but excluding fifth wheel trailers. This item shall have no impact on \*Exhibit M121 of the Labor Agreement.

12. Scheduled overtime records and a callout system for such employees will be maintained at the headquarters to which such an employee has been roved for assignments greater than two consecutive weeks in duration. Overtime will be offered in accordance with the provisions of +Exhibit M17.
13. The Utility Worker job classification shall be added to +Exhibit M107 and be eligible for the Family Care Leave of Absence under the Local 320 T&D Agreement. The Utility Worker job classification shall be removed from the list of classifications under Exhibit M108.
14. Employees in the Utility Worker position will perform duties within their job specification and act as helpers to various classifications and work groups. The Utility Worker Job Specification (No. 103.2) will be amended to add the words "To operate equipment not specifically limited to operation by higher classified employees." Examples of work Utility Workers may perform or tools or equipment they may use that are not specifically listed in their job specification or included in other job specifications are flagging, operating a snow plow, driving a dump truck, picking up material (e.g. sand, gravel, etc...) taking away spoils from a job, operating a walk behind road cutter or ditch witch, operating a fork lift, feeding a chipper, repositioning a chipper, operating a chain saw, operating a cutting torch, operating jacks on aerial lift devices, testing for stray voltage and using all hand and hand power tools. This list is not intended to be all inclusive; rather, it is intended as a list of examples of the work and equipment the parties intend to have the Utility Worker perform or use. Should a question or disagreement arise during the term of this Agreement, it shall be referred to the committee for resolution as described in paragraph 15 below.
15. A joint Company-Union Review committee shall be established, and shall meet at the request of either party, to resolve issues that arise from the implementation of this Agreement. This committee shall consist of not more than (4) representatives of Management and (4) representatives of Local Union 320. During the term of the trial agreement, any issue relating to this agreement shall not be subject to the grievance procedure but rather be submitted to this Review committee for discussion and resolution.

**DIGEST ITEMS INCLUDED AS SUPPLEMENTAL AGREEMENTS**

**LOCAL 320 OF THE I.B.E.W.**

- +** Applies to T&D Agreement
- \*** Applies to TOC Agreement and/or PT Agreement
- M** Modified

Where no designation appears, the Supplemental Agreement is applicable to both Agreements.

**I.B.E.W. LOCAL 320 T&D AND TOC  
ITEMS FROM MEMORANDUMS OF AGREEMENT**

<b>Year</b>	<b>Digest #</b>	<b>Description</b>
1946	*10	Shift Workers Entitlement
1948	+7	System Operators
1949	*14	Order Dispatchers
1950	+3 +10 *2 *7	Job Postings - Headquarter Location Scheduled Overtime - Lunch and Notice Job Postings - Headquarter Location Notice of Overtime
1952	+7	Commercial Specialist
1953	+12 +13 *16	No Work Stoppage Picket Lines Accrued Vacation Pay
1954	+2 +9 +13 *8	Construction Inspector Notice of Scheduled Overtime Open Areas and 1/C Man/Woman Job Postings
1957	+14 +20	Gas Meter Shop - ½ Hour Lunch Chief Storekeeper - Eltings Corners
1958	+12 M+16 +17	Work on Emcorrectors Back Hoe - Gas Crew Mobile Cranes
1959	+12	Bulldozer Grading
1960	+10 +11 +13 +17a +17b +17c +21 *5 M*12 *14	Supervisor's Manual of Contract Interpretation Coffee Safety Committee & Rubber Gloves & Sleeves Death in Family Meals and Payments Inclement Weather Company Discontinues Check Cashing Part-Time Employees - Pay Supervisor's Manual of Contract Interpretation Company Discontinues Check Cashing
1961	+5 M+14 M*17 *24 M*31	Callout and Scheduled Overtime Switching Painting Receptionist Hiring Rate
1962	+16  M3 M4 *6 *8	Emergency Operating Needs of Company - Residency Requirement - Prompt Response Benefits Committee of the Retirement Plan Financial Reports - Retirement Fund Posting Job in Lower Classification Work in the Evening

<b>Year</b>	<b>Digest #</b>	<b>Description</b>
1963	+16	Quitting Time Eltings Corners
	+17	Dispatcher
	18	Bargaining Committee Names Printed
	M+23	Barholing and Excavation Gas Leak
	M+26	Mueller Equipment
	*7	Maintenance Workers at South Road
	M14	Advance Pay - Jury Duty
	*27	Assigned - Supervisor Duties
	*28	Medical or Dental - Sick Time
*29	Safety Committee Joint	
1965	M+12	Fire Department and Rescue Squad
	+19	Subpoena or Summons
	+30	Utility Worker
	+38	Live Line Work
	+39	Bucket Truck Inspection
	+45	Commercial Specialists - Classes
	+47	Exchange Proposals - 90 Days
	*9	Fire Department and Rescue Squad
	*10	Subpoena or Summons
	*13	Exchange Proposals - 90 Days
*16	Distribution of Overtime	
1967	M*6	Training Program - Draftsmen
	9	Leave of Absences Educational or Political
	+30	Split Shift
M+33	Inclement Weather	
1969	5	4:30 Quit
	M7	Majority of Shift
	9	Company-Union Safety Committee
	10	Manual of Safe Practices
	13	Ill Prior to Scheduled Vacation
	18	Temporary Seasonal Employees
	*19	Contract Employees
	*20	Co-op Students
	*30	Cafeteria Uniforms
	32	Training Programs
	+33	Welding and Tapping on Live Gas Mains
	+37	Training and Probing Common Trenches
39	Protection to Employees	
44	Personal Time	
M*45	Automotive and Hydraulic Mechanics Tools	

<b>Year</b>	<b>Digest #</b>	<b>Description</b>
1971	3	Vacation Day-Callout/Double Time after 16 Hrs.
	9	Suspension Notice to Union
	+15	Residency Requirement
	21	Training Automatic Progression
	+23	Plant Technicians Operating
	*29	Customer Service Reps Storm Trouble
	32	Customer Service Representatives to 5:00 PM
	M36	Order Dispatcher Relief
	39	WFM/W or Chief Test Failure
	*44	Estimator Training
	+45	Corrosion Monitoring Voltage Complaints
	47	High School Education
	49	Motor Vehicle Instruction
	*51	Janitorial Services District Offices
	+53	Service Worker Outside Hire
	M55	Father or Mother
M60	Military Service	
1973	14	Complaint Procedure
	<u>M15</u>	Memo in Employee File
	M19	Cost of Printing Working Agreement
	+20	Grove Crane - Pin on Bucket
	21	Joint Safety Committee
	22	Vehicles with Dual Controls
	M*23	Manual of Safe Practices and TOC
	M*24	Joint Safety Committee and TOC
	M26	Accident Investigation Committee
	27	OSHA Walk Around
	32	District Safety Committee
	M35	Qualifying Mark - Lower Position
	+42	Upgrading Inclement Weather
	+45	Computer Maintenance Interface
	47	Upgrading - Seniority
	M*52	Standardized Job Knowledge Exams
M63	Overnight Out of Town Trip	
64	Licenses	
67	16 Hour Rule	
1975	*15	Vacation Entitlement and Date of Employment
	16	Leave of Absences and Health Benefit Program and Group Life Insurance
	M20	Letters of Discipline
	+25	Barehanded Technique Energized System- 345KV
	*29	Garage Night Shift Eltings Corners
	*34	Calls Switched to Control Center

<u>Year</u>	<u>Digest #</u>	<u>Description</u>
1977	10	Letter of Reprimand
	*16	Clarification of Assignment to Determine if Upgrade will Occur
	19	Dispatcher Trainee Position
	M+20	Roving Lineman/Linewoman
	M21	Formal Accident Investigation Members
	M*22	Joint Safety Committee-Automotive & Hydraulic Mechanics
	M24	Filling Temporary Vacancy
	+29	District Representatives and Automobiles
	M*32	Uniform Rental Reimbursement-Transportation Personnel
	*34	Customer Service Reps - Storm Trouble
	40	Surviving Spouse and Health Benefit Program
M*44	Co-op Students	
1979	17A	New Headquarters and Lateral Transfers
	M17B	Relocation of Headquarters and Mileage Allowance
	M*18	Maintenance Worker 1/C Newburgh Headquarters
	M+24	Posting Trainee Position
	M+25	Service Worker & Commercial Reps. Schedules to Union
	M+29	Lateral Transfer Rights WF 2/C (LES&T)
	+32	Relight and Buildings of Public Assembly
	M44	Printing Working Agreement and SPD Discussions
	M+45	Commercial Representative Special Will Not Replace Service Worker and DRs Will Not Relocate
	47	Material Data Safety Sheets
	48	Seniority List
	M51	Review and Update of Safety Manual
	M+52	Opening and Closing Cutouts

<b>Year</b>	<b>Digest #</b>	<b>Description</b>
1981	+8	Personal Appraisal For Commercial Representative Series
	M*10	Notification of Clerical Term Contracts to Union
	11	Resignation Under Article IX D - Separation Allowance
	20	Review of Personnel Files by Employees
	M21	Seniority List Supplied to Union
	M+24	Jury Duty for Shift Workers
	M*25	Discussion of Examination Results
	*27	Posting for Building and Grounds Mechanic
	M*28	Tool Reimbursement for Automotive and Hydraulic Mechanics
	+29	Service Worker - Hours of Work
	M*32A	Customer Service Reps-Monitoring Phone Calls
	M34	Establish Headquarters for Lineman/Linewoman and Gas Mechanic at 2/C and all others 60 Days Prior to 1/C and 120 Days Prior to Service Worker A
	+39	Hydraulic Derrick to be Operated by Pay Grp 19
	+41	Mileage Reimbursement for Split Shift
43	Half-day Vacation	
1983	M6C	Disability Transfer - Pension
	10B	Filling Jobs from Outside Company
	M13	Theft of Service Discovery
	18	Leave of Absence
	25	Grievances not Rejected
	M29	LIFO - Part-Time Employees
	M32	Arbitrator Selection
	41	VDT Testing
	43	Retired Employee - All Benefits
	53	Declined Enrollment in Health and Life Insurance Plans

<u>Year</u>	<u>Digest #</u>	<u>Description</u>
1985	*14	Health Benefit Coverage - Part-Time Employees
	16	Disability Benefits to \$170
	18	Statement of Benefits - Designated Beneficiary
	19	List for CPR - Qualified Employees
	20	Contracting - Union Notification
	22	Uniform Rental and Protection Outerwear
	23	Union Notification - Transfers, Job Specifications, New Equipment
	M24	Termination of Employment - Union Representation
	+25	Personalized Rubber Gloves
	+32	Employee Notification - Non-Rotating/Rotating Status
	M*33	Cleaning Worker & Cafeteria Attendant - Fixed Rate
	M*36	CSR-PTs – Vacation
	M37	IX E Transfers - Plan Class for Updates
	M+44	Chief Construction Maintenance Man/Woman
	*46B	Accounting Technician 1/C - Accounting Series
	M+50	License – FCC
	M*52	Maintenance Worker 1/C – Catskill
53	VDTs	
1987	*20F	Clerical Assistant in Receptionist and Engineering Records
	M23	Boarders - Assignment of Employees
	M24	Post and Bid - Rules Based on Vacancy
	25	Bi-lingual Skills
	M+27	Equipment Operator - HQ Posting Mechanic 1/C Blasting License
	M+28	Meter Reader Duties
	M+30	Gas Mechanics - Rovers, License, Lateral to Welder
	+31	Stockhandler Lateral to Equipment Operator - Special
	M35	Hours of Work - 7:30 Start
	*47	Part-time Positions Offered to Full-time
	M*48	CSR-P.T. Paid Hour Report
	M*50	Storm Trouble Callouts - List
	*52	Shorthand
*56	Automotive and Hydraulic Mechanic – Frozen	

<b>Year</b>	<b>Digest #</b>	<b>Description</b>
1989	M7B 16B M17 22 +25 M+27C M39 *40B 44 *45 M46	Military Leave of Absence Bookkeeping Course Family Care Leave of Absence Company/Union Safety Committee Membership Licenses Field Clerk/Storekeeper License Probationary Employee Appraisal Cleaning Worker Lateral Transfer Job Spec Books in Headquarters Copy of Shift Schedules to Union Negotiating Committee Numbers
1991	M*16 M36  *39 M+40	Bidding Rights - Part-time Employees Automatic Progression and Rover Transfer Notifications  CSR Appraisal Form Testers - Rovers, Chief, IX E
1994	M22 M*31 +32 *35 *38 +40 41 M*42	Drug Testing Classifications IV C Transfer Notification Line Clearance Staff Reduction - Exhibit 68 Cleaning Worker Bidding Rights Cafeteria Classifications Seniority DR Residency - 1 Mile Reserved Engineering Drafter Educational Course Content
1998	20 +23 M26 *28  *33 *34	CPR Training Course at South Road Fire Retardant Clothing Options Future Satellite Office Automotive and Hydraulic Mechanics – Mutual Aid  Engineering Drafter 2/C – Frozen Console Operator Vacancies
2003	<u>17</u> <u>+ 53</u> <u>54</u> <u>55</u> <u>56</u> <u>58</u> <u>62</u> <u>*77</u>	<u>Military Duty</u> <u>Order Dispatcher – 320 Jurisdiction</u> <u>Electronic Payroll – Cope deduction</u> <u>Security System</u> <u>Notification of Transfers</u> <u>DOT Drug Testing Protocols</u> <u>Electrical Contractors Provide hours worked</u> <u>Clerical Assistant Catskill, Kingston</u>

1946 - TOC

\*10. When working as a shift worker an employee will be entitled to all shift worker provisions of the contract. When not on shift work, he/she is entitled to regular employee provisions of contract. Example: When working rotating shift, hours are 8-4, 4-12, 12-8. When assigned to day work, hours are 8-4:30 with ½ hour for lunch.

1948 – T&D

+7. System Operators are to be omitted from the bargaining unit and considered for purposes of seniority as though they had been promoted to first line of supervision.

1949 - TOC

\*14. Order Dispatchers have elected to become part of the Local 320. It has been agreed that the present methods of using people outside of the I.B.E.W. unit to relieve Order Dispatchers can be continued especially on vacations, sick time, holidays and while absent during normal working hours.

1950 – T&D

+3. The Company agreed hereafter that, where practical, the location of the job headquarters should be indicated on job posting.

+10. On scheduled overtime for non-shift employees on Saturday, Sunday and holidays, when employees are requested to report for work more than one hour before the regular starting time, the Company agreed to provide a suitable lunch if the job extends beyond the normal noon hour. It was also agreed that as much notice as possible of any scheduled overtime on Saturday, Sunday or holidays should be given by the supervisors, with the understanding that such notification may be cancelled during the basic workday preceding the scheduled overtime.

1950 - TOC

\*2. It was agreed that in cases of job posting, the location of the job headquarters will be indicated on such posting and that, where practical, an examination for the job will be given within ten working days after the expiration of the posting and if this is impractical or if the posting is withdrawn, the Union will be notified.

1950 – TOC (Cont'd)

\*7. It was agreed that as much notice as possible of any scheduled overtime on Saturday, Sunday or holidays will be given by the supervisors involved, with the understanding that such notification may be cancelled at any time up to the end of the basic workday preceding the scheduled overtime. When so cancelled no compensation for cancelled overtime will be paid to the employees affected.

1952 – T&D

+7. It was agreed at the Company's request that a new job classification "Commercial Specialist" in Pay Group 23, be established. It is proposed to have one such Commercial Specialist in each major district.

1953 – T&D

+12. The Union reaffirmed that in the event of misunderstanding in connection with conditions of employment it would not call a work stoppage but proceed with the regular grievance procedure.

+13. The Union stated that it would not honor picket lines established as a result of jurisdictional disputes between construction unions working on Company property.

1953 - TOC

\*16. The Company requested that a payment made for accrued vacation on termination of service shall not be considered as pay for any specific day. The employee is not entitled to extra pay for holidays after termination of service, and the payment shall not be increased by increases in pay effective subsequent to termination.

1954 – T&D

+2. At the Company's request the classification, Construction Inspector, was dropped with the understanding that if a subsequent change in work assignments should again require that this work be done by a classified employee, the classification would be restored.

+9. It was agreed that supervisors would be instructed to give as much notice as possible of scheduled overtime assignments. If such notice has been given, however, and subsequent developments necessitate cancellation of the overtime work, the Company would have the right to cancel prior to the close of the preceding work day without penalty.

1954 – T&D (Cont'd)

+13. The Union requested that all open commercial areas be covered by a first class man/woman within six months after the area became open. The Company stated that the only reasons areas were not covered by first class men/women was that there were not sufficient first class men/women available at the time. It was agreed that an attempt would be made where an area was open to fill the vacancy with a first class man/woman by examination as soon as possible.

1954 - TOC

\*8. The Union requested that posting specify whether the job is a new position or the filling of a vacancy. The Company agreed.

1957 – T&D

+14. It was agreed that the Gas Meter Shop could take one-half hour for lunch and quit at 4:30 instead of 5:00. (See 1969-5)

+20. It was agreed that when the Eltings Corners headquarters are completed, a Chief Storekeeper would be assigned there.

1958 – T&D

+12. It was agreed that the work done in the field by Gas Meter Repairmen/Repairwomen on Emcorrectors would be confined to those instruments used directly in connection with customer billing.

M+16. The operator of mechanized trenching equipment assigned to gas crews will be a Gas Mechanic 2/C or an individual in Pay Group 16 or above.

+17. It was agreed that the Company's present practice of operating the mobile cranes by Mechanics - First Class without direct supervision, or by Mechanics - Second Class (upgraded) with direct supervision, would be continued.

1959 – T&D

+12. When the bulldozer is operated for grading purposes, it shall require a Mechanic 2/C or Equipment Operator Special. If a lower grade of Equipment Operator is operating the bulldozer for grading purposes, he shall be upgraded while it is so used.

1960 – T&D

+10. When the Company's Manual of Contract Interpretation is completed, a copy thereof will be furnished to the Union.

+11. The Company's memorandum setting forth rules as to coffee time, dated June 29, 1954, was reaffirmed. The word "Foreman/Forewoman" as used in that statement means the person in charge of the crew. (See + Exhibit M1)

+13. A special safety committee will be organized to begin work about July 5, 1960, for the purpose of reviewing provisions of the Manual of Safe Practices relating to the use of rubber gloves and rubber sleeves. In the meantime, pending review by the committee, Paragraph 4 of Article D of Section 12-3 is revised to read as follows:

"(4) Rubber sleeves must be worn whenever the use of rubber gloves is required on a pole or structure or in an elevated position except that sleeves shall not be required when the work is confined to low voltage conductors or equipment and it is not possible to reach, slip or fall into any wire or equipment which is or may become energized at medium voltage."

+17. The Company expressed concern about the way in which some Union members were interpreting the provisions of the contract relating to:

- ( a ) Time off for death in the family.
- ( b ) Company time used for eating meals and payment for meals.
- ( c ) Inclement weather.

The Union agreed to pass on to its members the Company's concern and to assist the Company in its attempt to reduce abuses in connection with these matters.

+21. The Company informed the Union of its intention to discontinue cashing pay checks on Company time.

1960 - TOC

\*5. Rates of pay affecting part-time employees will be stated at hourly rates rather than weekly.

1960 – TOC (Cont'd)

M\*12. When the Company's Manual of Contract Interpretation is completed, the Company will endeavor to extract therefrom provisions applicable to the TOC agreement and will make them available to the Union.

\*14. The Company informed the Union of its intention to discontinue cashing pay checks on Company time.

1961 – T&D

+5. The Company is to determine whether or not it has been the Company's practice to treat as a callout scheduled overtime of which the employee is notified after the close of the last basic workday in a workweek. If it has been the Company's practice in the past, the Company will see that the practice is continued. (See Exhibit M32)

M+14. Operating instructions OP-1-7 with respect to personnel which are enabled to do switching, is recognized as the existing practice. Any change in these instructions shall be reviewed with the Union.

1961 - TOC

M\*17. It is agreed that the roving maintenance crews consisting of T&D employees is confined to unskilled painting and that all skilled painting shall be done by TOC members.

\*24. It was agreed that the job duties of a Receptionist do not include the taking of dictation.

M\*31. It is agreed that the hiring rate may be changed by the Company from time to time but not more often than once in every thirty-day period. The Union shall be notified of any changes in the hiring rate not later than 10 days after the change is put into effect; however, failure to timely notify the Union of such increase in rate shall not effect any such change.

1962 – T&D

+16. It was agreed that:

It is the Union's responsibility to require its members in the bargaining unit to be available to meet the emergency operating needs of the Company.

1962 – T&D (Cont'd)

The Company will suspend residency requirement on any job classifications that do not contain stated residency requirements in the job specifications except Commercial Specialists and Operator-Caretakers assigned to hydro plants or substations who must agree to live within twenty minutes traveling time from job headquarters.

As in the past, the Company reserves the right to call people who can respond most promptly in cases of a nature which, in the consideration of local management, require immediate attention.

1962 - TOC

M3. The Company agreed that after each meeting of the Benefits Committee of the Retirement Plan, a member of the Committee would meet with the officers of the Union and inform them as to matters acted upon by the Committee.

M4. It was agreed that the Union would receive annual financial reports of the operations of the Retirement Fund.

\*6. The Company agreed that before posting any job in a lower classification than that of the previous incumbent the matter would be discussed with the Union Officers and the reason for such lower classification explained.

\*8. It was agreed that where work is to be done in the evening the employee would be given the opportunity of doing this work on the basis of an extended day. If work conditions permit, the employee may elect to go home and return, in which case, the work would be treated as scheduled overtime. Where the work is done on an extended day basis, the applicable provisions of the Contract with respect to payment for meals and payment for the time to eat the meal will apply.

1963 – T&D

+16. The quitting time at Eltings Corners Storeroom for all employees will be 4:30 p.m., provided that this quitting time does not interfere with operations or increase costs. (See 1971-32, 1969-5)

+17. Whenever supervision of district operations is released from the Distribution System Supervisor at Control Center to any district, the supervisor in charge of the district shall have the responsibility of determining whether it is necessary to call out personnel and, if so, shall call out a Dispatcher, if available.

1963 – T&D (Cont'd)

18. The names of the Bargaining Committee will be set forth at the end of the Memorandum of Tentative Agreement as printed with the printed agreement booklet.

M+23. Exploratory work involving principally barholing or excavation work conducted for the purpose of determining the existence and location of a gas street leak shall be under the general supervision of a Chief Gas Mechanic or higher supervision. This requirement need not be followed when the work of a leak investigation involves principally the use of leak detection equipment (such as mobile leak detector) with incidental probing.

**3rd Step Settlement  
Grievance 89-18**

Barholing work conducted for the purpose of rechecking a gas leak, which has been previously repaired or located, does not require supervision of a Chief Gas Mechanic or higher supervision.

Such rechecking shall mean the taking of readings at, or in close proximity to, previously established probe holes and/or other locations which can be located from Company records.

M+26. The heavy Mueller equipment will be lifted in the field by hydraulic lifting equipment. The Mueller equipment will continue to be stored at Newburgh for the present, but eventually it will be located at a more central place in the system so that additional employees may be trained in its use and maintenance.

1963 - TOC

\*7. It was agreed that when it becomes necessary to employ additional Maintenance Workers at South Road on either a temporary or permanent basis, night Maintenance Workers shall be given an opportunity to take available day work prior to employing new personnel for such work provided that such preference shall apply only within classifications. This agreement shall not apply to college students hired for the summer.

M14. It was agreed that where hardship is created due to delay in the payment of fees for jury duty, the Company will advance such payments on a Pay Advance Form. (See 1981-M+24)

1963 – TOC (Cont'd)

\*27. It was agreed no members of the bargaining unit should assume supervisory duties without being assigned thereto.

\*28. It was agreed that time lost by an employee for medical or dental treatments for an existing or present illness is allowable sick time.

\*29. It was agreed that the Company would establish a safety committee to be composed of management representatives and representatives from within the bargaining unit. The Company will also from time to time prepare and present appropriate safety programs to clerical and office employees. (See 1969-9, 1973-21, 1973-M\*24, 1977-M\*22 and 1989-22)

1965 – T&D

M+12. The Company will apply the following rule, so long as it is not abused: When it becomes necessary for an employee who is a member of a volunteer fire department or volunteer first aid rescue squad to be absent from work due to fighting a fire or performing first aid or rescue work, the employee shall be paid for such absence. Employees who have reported for work will not be excused.

This benefit does not apply to shift or special schedule employees except that shift and special schedule employees will be permitted to report two hours late for work without loss of pay if they are out fighting fires, or performing first aid or rescue work.

+19. If an employee is subpoenaed or summoned to court in a matter which involves the Company, the Company will treat each individual case on its merits and will determine what, if any, compensation is to be made to the employee or whether or not legal counsel should represent the employee at the expense of the Company.

1965 – T&D (Cont'd)

M+30. The present job specification of the Utility Worker (No. 103.2) will be amended to add the words "To operate equipment not specifically limited to operation by higher classified employees. The Company also reaffirms that the Utility Worker may be used in all Occupational Groups except in Occupation Group IV (Commercial Group). A Utility Worker shall be able to operate any and all power equipment he or she is trained and qualified to operate, including but not limited to the power take-off on company vehicles and the dump mechanism on dump trucks, including loading, transporting and unloading equipment on a flatbed trailer, but excluding fifth wheel trailers. This item shall have no impact on \*Exhibit M121 of the Labor Agreement.

+38. With respect to the questions raised about hanging transformers and assignment of crews performing live line work the Company stated: "No untrained employee will be assigned to a crew performing live line work with live line tools where dependence on such person will affect the safety of other employees in the crew. When performing such live line work, the crew shall have the proper complement of employees to perform the work safely."

When hanging transformers, the crew assigned to perform the work shall have the proper complement of men to perform the work safely.

+39. The Company will initiate a program for inspecting bucket trucks. (See +Exhibit 11)

+45. If the Company declares a vacancy in the Commercial Specialist classification, a refresher course will be given prior to the examination. The size of the class will be determined by the facilities available for presenting the course. Classes will be conducted on the employees' time. (See Exhibit M3)

+47. The Company and the Union agree that 90 days prior to the termination of the Working Agreement they will exchange any proposals which they wish to discuss at the next negotiating session. It is understood that such proposals may be amended thereafter and additional ones presented up to 60 days prior to expiration of the contract.

1965 - TOC

**\*9.** The Company will apply the following rule, so long as it is not abused: When it becomes necessary for an employee who is a member of a volunteer fire department or volunteer first aid rescue squad to be absent from work due to fighting a fire or performing first aid or rescue work, the employee shall be paid for such absence. Employees who have reported for work will not be excused.

This benefit does not apply to shift or special schedule employees except that shift and special schedule employees will be permitted to report two hours late for work without loss of pay if they are out fighting fires, or performing first aid or rescue work.

**\*10.** If an employee is subpoenaed or summoned to court in a matter which involves the Company, the Company will treat each individual case on its merits and will determine what, if any, compensation is to be made to the employee or whether or not legal counsel should represent the employee at the expense of the Company.

**\*13.** The Company and Union agree that 90 days prior to the termination of the Working Agreement they may exchange any proposals which they wish to discuss at the next negotiating session.

**\*16.** With respect to the distribution of overtime, if the Union feels that overtime is not being distributed on a reasonable and fair basis, the Union shall call it to the attention of the proper supervision and the Company will attempt to correct the situation.

1967

**M\*6.** The Company reported that it has commenced a training program for Draftsmen (now entitled 'Engineering Drafter') (See 1969\*19)

**9.** The Company will consider applications for leave of absence for educational or political reasons on an individual basis.

**+30.** When the Sturgeon Pool, Dashville and High Falls hydro generating plants are retired, the provisions in the Agreement with Local 320 providing for split shifts will be eliminated.

1967 (Cont'd)

**M+33.** The Company will endeavor to provide as nearly uniform treatment as practical for inclement weather situations as they affect employees in the District Representative and Commercial Representative classifications.

The Company agrees that supervisors will assess road and traffic conditions, particularly during winter periods, when assigning District Representative and Commercial Representative classifications. The employees have the responsibility to use judgment in such situations by exercising care and using special equipment and to bring unusual or unforeseen circumstances to the attention of their supervisor.

1969

5. Commencing not later than January 1, 1970, the normal workday shall end at 4:30 p.m. for all employees except special schedule and shift workers and the lunch hour for such employees shall be one-half hour. The Company shall have the right to assign a limited number of District Representatives, Commercial Representatives and Customer Service Representatives to work until 5:00 p.m. Such assignments shall be on a rotating basis, and the Company shall honor the preferences of the employees wherever it is practical to do so. The Company shall stagger lunch periods where necessary in order to accommodate operating conditions. The half-hour lunch period and closing time shall be strictly observed. In view of the change in lunch period, the mode of operation of the cafeteria will be modified as necessary. (See \*Exhibit M86, 1963+16 and 1971-32)

**M 7.** The phrase, "the majority of" appearing in Article III, Section K of the T&D Agreement and Article III, Section N of the TOC Agreement shall be construed to include 50%.

9. A joint Company and Union Safety Committee shall be established to consider safety questions relating to the Company as a whole. Such Committee shall consist of not more than seven (7) Company representatives, not more than seven (7) Union representatives, a representative of Human Resources, and either the Business Manager or an officer of Local 320. The Company's Safety Director shall attend ex officio. One of the Company representatives shall act as Committee Chairman. The Committee shall meet no more than twice a calendar year, unless additional meetings are agreed upon, and will consider only matters of system-wide safety application which have been introduced and reviewed at a District Safety Committee meeting. At least two weeks before any meeting, the agenda shall be agreed upon by the

1969 (Cont'd)

representative of Human Resources and the President and Business Manager or an officer of Local 320 who is serving as a member of the Committee. (See 1963\*29, 1973-21, 1973-M\*24, 1977-M\*22 and 1989-22)

10. The title sheet of the "Manual of Safe Practices" will state that any changes, deletions and additions therein were made in accordance with the provisions of Article V, Section A of the Working Agreement.

13. The phrase "prior to the employee's scheduled vacation" as used in the second paragraph of Article VIII F of both Agreements shall mean prior to the close of business on the last day on which the employee is at work before leaving on vacation.

18. The Company will use its best efforts to notify the Union as far in advance as possible of the hiring of temporary seasonal employees and will indicate where such employees will work.

\*19. The Company affirmed that it will continue its present practice with respect to using contract employees; and stated that it will review its needs for additional Draftsmen. (See 1967-M\*6)

\*20. The Company will inform the Union of the hours of work, work assignments, locations and number of Co-operative high school students. (See 1977-M\*44 and \*Exhibit M34)

\*30. Each Cafeteria Worker will receive two uniforms. (See 1977-M\*32 and 1985-22)

32. The Company will supply the Union with copies of existing training programs and training programs as they are developed.

+33. The Company stated that it had no present intention of changing its practice with respect to welding and tapping on live gas mains.

+37. The Company will establish a program for training in procedures for probing for gas leaks in common trenches.

39. The Company will continue its practice of giving assistance where needed to protect employees while working.

**1969 (Cont'd)**

44. The Company will continue to endeavor to make the administration of personal time as consistent as possible. Any employee requesting personal time who feels that their need for such personal time was of such a nature as to be inappropriate to discuss with their supervisor, may review such request with Human Resources.

M\*45. The Company submitted a list of tools which it considered to be basic tools to be supplied by Mechanics (Automotive and Hydraulic) which list was acceptable to the Union. Any special tools not on the list required for the performance of the work are to be supplied by the Company. (See \*Exhibit M35)

**1971**

3. Double time shall be paid for time worked in excess of 16 consecutive hours. With respect to payment for work on a vacation day, if an employee while on vacation is requested to work and elects to do so, the employee will be paid on the same basis as an employee who works on a holiday is paid; or, the employee may elect to take another day off in which case the employee will be paid premium pay only for the hours worked, provided that the election of this option does not result in additional cost to the Company.

9. The Company will continue its present practice of notifying the Union promptly upon the suspension of an employee, and the Union will be informed of the reasons for the suspension.

+15. The twenty-minute residency requirement will be waived for the following classifications: Commercial Specialist, Hydro Station Operators 1/C and 2/C and Substation Operators 1/C and 2/C, except that such requirement will continue to be applicable to the Hydro Station Operator classifications at the Neversink Hydro Plant. In an emergency, the Company will call out those qualified employees who are able to most promptly respond to the scene of the emergency.

21. The Company stated that any employee, who feels that they are not being given work assignments which will provide training for advancement in an automatic progression series, is encouraged to discuss the matter with his/her supervisor.

+23. The Company stated that the classification of Plant Technician will not be assigned operating duties associated with production units normally manned on a continuous basis.

1971 (Cont'd)

\*29. Customer Service Representatives will be placed first on the applicable call list for storm trouble. (See 1977\*34 and 1987-M\*50)

32. The Company will waive its right to assign a limited number of Customer Service Representatives to work until 5:00 p.m. and will look into the feasibility of reducing, if not eliminating, such assignments for District Representatives and Commercial Representatives. This item shall be inapplicable to Customer Service Representatives - E.H. (See \*Exhibit M86, 1963+16 and 1969-5)

M36. The Company will endeavor to use T&D employees, when they are available at their headquarters, to relieve Order Dispatchers. If it becomes necessary to use a TOC employee to relieve an Order Dispatcher, the employee will be upgraded in accordance with the upgrading provisions of the TOC contract except that for this situation only the period of assignment to entitle the employee to such upgrading shall be for one or more hours. (See 1977-19)

39. In connection with the Working Foreman/ Forewoman, Chief or Commercial Specialists test procedures, if an applicant fails only the appraisal part of the examination by no more than five points from the passing grade of 75 percent, then the Company will seek two additional appraisals--one from the Union and one from the Company. These two appraisals will be included with the other appraisals already taken in determining the average appraisal grade. (See Exhibits M3, \*M4 and 1965+45)

\*44. The Company will consider the development of a program to train Estimators.

+45. The Company stated that any regularly scheduled or repetitive meter reading associated with corrosion monitoring and distribution circuit analysis will be performed by members of the Union. In addition, the Company stated that it will continue its practice of dispatching a member of the Union to investigate voltage complaints.

47. Any present employee who does not have a high school education but is holding a classification the qualifications for which specify a high school education or equivalent, will, for purposes of promotion, be considered to have established that he/she has the equivalent of a high school education.

1971 (Cont'd)

49. The Company will instruct employees in the proper operation of motor vehicle equipment which they are expected to operate whenever the Company deems such instruction to be necessary. The Company also will provide instruction to enable an employee to qualify for a Class I license which is required in the performance of the employee's duties. (See Exhibit 12, 1973-64)

\*51. When relief janitorial service is necessary in a district office, excluding outlying offices, other Janitors and Maintenance Workers who work in that office will be used to the extent of their availability before assigning the work to other employees.

+53. The Company stated that Service Workers hired from outside the Company will be required to serve two years in the Service Worker classification before being permitted to apply for another position unless this condition is waived by mutual agreement with the Union.

M55. The term "father" or "mother" appearing in Article VIII, I 3 of the T&D Agreement and appearing in Article VIII, H 3 of the TOC Agreement shall be interpreted to include any person who has acted in the place of either such parent of an employee.

M60. Should employees become subject to longer periods of military service than are presently provided for in Article VIII I 4 in the T&D Working Agreement and VIII H 3 in the TOC Working Agreement, the Company will give consideration to extending these provisions. (See Exhibit 47 and 2003-17)

1973

14. In order to deal with questions which are not grievances, a procedure whereby the Local Union President, and/or Business Manager or the Executive Board may submit questions to the Company is established. This procedure will consist of four steps:

First, submission of the question in writing to a Division Manager;

Second, joint discussion of the question with the Division Manager if not resolved in the first step;

1973 (Cont'd)

Third, joint discussion of the question with the Group Head if not resolved in the second step;

Fourth, joint discussion of the question with the President if not resolved in the third step.

The procedure will not provide for amendment of the Working Agreements nor result in arbitration of the question.

M15. Whenever a memorandum relating to outstanding or unsatisfactory performance of an employee is placed in the employee's personnel file, the employee will be given a copy of such a memorandum. When a memorandum relating to unsatisfactory performance has been inserted in an employee's file, if the employee's subsequent performance is satisfactory for one (1) year, a further memorandum to that effect will be placed in the file and a copy given to the employee.

M19. The cost of printing the copies of the Working Agreement requested by the Union shall be shared on a 50/50 basis between the Union and the Company. (See 1979-M44)

+20. The Grove Crane, when equipped with a "pin-on-bucket" shall not be used for work on energized lines or equipment. An employee working in the bucket will not be permitted to leave the bucket while it is in the elevated position.

21. The Joint Safety Committee shall meet at least quarterly. (See 1963\*29, 1969-9, 1973-M\*24, 1977-M\*22, and 1989-22)

22. All vehicles that are primarily designed as personnel carriers will be equipped with dual controls with ground controls having override capability.

M\*23. Members of the TOC Bargaining Unit shall be covered by those sections of the Manual of Safe Practices which relate to such members.

M\*24. At least one member of the TOC Bargaining Unit shall be a member of the Joint Safety Committee. (See 1963\*29, 1969-9, 1973-21, 1977-M\*22, and 1989-22)

1973 (Cont'd)

M26. An Accident Investigation Committee shall be comprised of employees appointed by the Company and shall include a member or members selected from nominees supplied by Local 320. Each member is guaranteed complete independence of action in investigating the facts of the accident and shall serve as neither representative of Management nor of the Local. Information regarding the proceedings and the findings of the Committee shall be made available to Local 320.

27. The Company will pay a Union representative to accompany an OSHA Compliance Officer on a walk-around inspection during regularly scheduled working hours.

32. The makeup of the District Safety Committees will be revised to provide employee representation proportionally by classifications and districts. These committees will meet every other month and each operating district will conduct formalized meetings with crew chiefs and Working Foremen/Forewomen during alternate months.

M35. Any employee represented by Local 320 who has a qualifying mark for a classification within a job sequence and who subsequently bids on a lower classification within the same sequence will be deemed qualified for such lower classification.

+42. The need for the duration of upgrading to Working Foreman/Forewoman or Chief classification depends primarily on the need for supervision. If such need does exist, there will be upgrading even though the weather is inclement. However, if there is no need there will be no upgrading.

+45. All maintenance work performed from the interface away from computers shall be performed by classified personnel, and all work from the interface towards computers shall be performed by unclassified personnel.

47. Whenever upgrading is permitted in the Working Agreement, the employee in the work unit who is in the highest classification from which upgrading would be appropriately made, and who has seniority, shall be the one to be upgraded unless the employee is not capable of performing the duties required by the upgrading in the judgment of the Company and the Union.

1973 (Cont'd)

**M\*52. Committees of Company and Union personnel will be established, when appropriate, to develop standardized job knowledge examinations for classifications within the TOC Agreement.**

**M63. Any employee required to travel outside of his/her basic work hours to a location outside the Company territory for the purpose of training will be paid at his/her straight time rate for actual travel time up to 8 hours going to and 8 hours returning from such location.**

**64. Licenses, not essential or acquired for personal use, but required by a job specification, shall be paid for by the Company as well as the time necessary to take the qualifying examinations. The difference between the fee for an operator's license and a chauffeur's license, and renewals thereof, shall be paid for by the Company. (See Exhibits +12 and +65, 1971-49, 1985-M+50 and 1987-M+30)**

**67. The Company will stress with its supervisory organization the importance of the 16-hour rule and the necessity of keeping in mind the hours an employee has worked so that arrangements can be made to relieve the employee except under the most extenuating circumstances. Under such circumstances, the supervisor shall permit the employee to work in excess of 16 hours only if he/she so consents. (See +Exhibit M10)**

1975

**\*15. For the purpose of vacation entitlement only, the Company will allow those present employees who started their employment on the Sunday or Monday which occurred on October 2nd or 3rd, when October 1st was a Saturday or Sunday, to be considered to have started their employment on October 1st. This provision will not apply to any other benefit entitlements and will not set a precedent for any individual employed after July 1, 1975.**

**16. Regular employees who have been granted an approved leave of absence under the provisions of Article VIII, J of each of the Working Agreements will be continued in the Health Benefit Program and will be permitted to prepay their contributions to the Group Life Insurance Plan for the period of such approved leave of absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and Payroll Section.**

1975 (Cont'd)

M20. The Company agrees that it will inform the Union in the event that a matter of discipline has taken place which has resulted in a disciplinary memorandum being placed in an individual's file. All future letters of discipline will contain the paragraph:

“It is the individual employee's prerogative to provide a copy of this letter to his/her recognized bargaining agent.” (See 1977-10)

+25. Without the consent of the Union, Company forces will not be required to utilize the so-called “barehanded” technique on any energized system. The Company will continue its existing practice of using its employees to perform work on the 345 KV system with the line deenergized and grounded. It is the Company's intention, however, to continue to investigate current practices in the industry for performing work on lines energized at 345 KV and to develop those techniques and training programs utilizing its employees and which can be adopted on our system after complete discussion and review with the consent of the Union. However, until such time as these matters are resolved, outside assistance brought in by the Company may use any technique on an energized 345 KV system in the following cases: emergencies, financial penalty, or jeopardy to the integrity of the state-wide system.

\*29. The Company will assign two members of the Automotive and Hydraulic Mechanic force to the night shift at Eltings Corners. If, however, due to circumstances beyond the control of the Company, the assigned complement is not available, the resultant vacancies will not be filled.

\*34. Under normal operating conditions all telephone calls received from customers will be switched to the Control Center by 4:25 p.m.

1977

10. If the employee requests, a Union representative shall be present when a letter of reprimand is given to such employee. (See 1975-M20)

1977 (Cont'd)

\*16. If an employee is temporarily assigned to other work within or outside of a department, that employee will be advised of purpose of such assignment, i.e., to replace another employee and if that position is of a higher classification, an upgrade will occur. Supervision will be instructed to discuss the assignment and work involved and clarify to the employee if an upgrade will occur.

19. When required, the Company will fill the Dispatcher Trainee position through a general ability examination. At the end of a training period of not less than six months but not more than twelve months, the Trainee must qualify for Order Dispatcher by a job knowledge examination.

Such classification shall be included in the Automatic Progression Series at existing pay groups.

It should be noted that such vacancies will generally be filled by the transfer of disabled employees. (See 1971-M36)

M+20. The Company will designate a group of Linemen/Linewomen 1/C consisting of 20% of Linemen/Linewomen (who became Linemen/Linewomen 1/C on or after May 1, 2003) (but in no event fewer than 4 such Linemen/Linewomen 1/C). In the event that there are fewer than 4 such Linemen/Linewomen 1/C as noted above, then the group shall be augmented by 2 of the Linemen/Linewomen 1/C who were Linemen/Linewomen 1/C prior to May 1, 2003.

The Company will designate a group of Working Foremen/Forewomen 2/C (LES&T) (HV) to be comprised of 10% of the Working Foremen/Forewomen 2/C (LES&T) (HV) existing at any time and assigned to the Line Forces.

The selection of such qualified Linemen/Linewomen and Working Foremen/Forewomen 2/C (LES&T)(HV) will be from the least senior in such classifications. Such employees will report at the normal or designated time to any permanent headquarters within the system from time to time as the Company may determine. Such employees shall only be reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

1977 (Cont'd)

The foregoing shall not preclude the Company from assigning any Second or Third-Class Lineman/Linewomen to any headquarters for training as may be required.

In view of the foregoing, all Linemen/Linewomen shall continue to progress through the Linemen/Linewomen automatic progression series. (See +Exhibit M127)

M21. If a formal accident investigation is to be conducted, an Accident Investigation Committee comprised of employees appointed by the Company shall include, at the option of the Local Union, a member selected from nominees supplied by the Local Union President and Business Manager. However, where the Committee is comprised of three unclassified employees, there must be two bargaining unit employees; and for each additional unclassified member of such Committee there shall be added an additional bargaining unit employee. Each member is guaranteed complete independence of action in investigating the facts of the accident and shall serve as neither representative of Management nor of the Local. The Local will be supplied with a copy of the report prepared by the Accident Investigation Committee.

The responsibility for determining what accidents (lost time or otherwise) are to be investigated lies solely with the Company.

M\*22. An Automotive and Hydraulic Mechanic will be added to the Joint Safety Committee. (See 1989-22)

M24. If the Company determines to temporarily fill a position which has been vacated, the Company will fill the position in one of the manners permitted by the Working Agreement. If the position is to be filled through the post and bid procedure, the initial period will not exceed six months. At the end of the six-month period, if the need for the position still exists, the posting can be extended for another six months. At the end of the two six-month periods and if such need still exists, the temporary vacancy shall be re-posted. In the event a temporary position is posted as a result of backfilling a vacancy created by an employee losing their driver's license, such one-year period may be extended up to an additional year upon the mutual agreement of the Union Business Manager and the Company's Labor Relations Manager. (See 1979-17 A and 1979-M17B and Exhibit M114)

- +29. A. The Company will assign automobiles to all District Representatives.
- B. The Company may elect to assign an automobile to Commercial Representatives if there are insufficient District Representatives eligible to provide adequate coverage.
- C. All call-outs will be made in accordance with +Exhibit M17.
- D. The Company will periodically review the emergency related availability record of personnel who are assigned such automobiles. Employees who are continuously unavailable will become ineligible for the assignment of an automobile.

M\*32. The Company will provide employees assigned to the Automotive and Hydraulic function (Chief, First Class, Second Class, Third Class, and Helper) 11 uniforms and 2 jackets on a weekly basis. With the understanding that no precedent is established for the treatment of other jobs, the Company will reimburse the employees in the classifications of Automotive and Hydraulic Mechanics, Chauffeur Mechanics, Chief Working Mechanic, Automotive and Hydraulic Partskeeper, and Garage Helper, up to \$7.50 per week, for cotton or flame retardant uniform rental and cleaning expenses actually incurred by the employee. The Company will not reimburse the employees for the rental and cleaning expenses of uniforms that are non-cotton or non-flame retardant. (See 1969\*30 and 1985-22)

\*34. The Company will continue to abide by Item 29 of the 1971 Negotiations "Customer Service Representatives of all classifications will be placed first on the applicable call list for storm troubles." Without waiving any of its rights to utilize any other qualified employee to answer customer calls during periods of service restoration associated with storms or other emergencies, the Company will endeavor not to release Customer Service Representatives from such duties while employees of other classifications are performing such work unless requested to do so by the employee or unless in the opinion of the Company the continuation of such assignments will seriously impair the staffing requirements of the next normal business day. (See \*Exhibit M86, 1971\*29, 1987-M\*50)

40. Upon the death of an active employee, the surviving spouse and eligible dependents will be continued under the Company's existing health benefit programs for a period not to exceed six months.

M\*44. Future participants in the Company's Cooperative Student Program will become members of Local 320. Participants will continue to be paid at a rate determined by the Company and will do any work assigned by the Company up to and including Pay Group 11. When performing such assignments they will be under direct supervision and not otherwise subject to the provisions of the Working Agreement. Furthermore, these students will neither exceed 6 in number at any time nor will be eligible for membership in the Company's benefit plans. (See \*Exhibit M34, 1969\*20)

1979

17. A. When a new headquarters is established, a notice will be posted accepting requests for lateral transfers from employees within the affected classification; subject, however, to the Company's right to transfer employees into such headquarters, if the positions are not filled through the posting procedure; and further subject, however, that such posting will not be required when an existing headquarters is physically relocated.

M17. B. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth in Articles V P of the T&D Agreement and V H of the TOC Agreement. (See+Exhibit 89)

M\*18. The Kingston, Newburgh, and Fishkill headquarters will each be staffed by no less than one Maintenance Worker 1/C. When a Maintenance Worker 1/C is assigned to painting of such headquarter facilities (other than incidental painting) exclusive of Poughkeepsie, the employee will be upgraded to pay group 16, in accordance with Article VC of the TOC agreement. This response shall supersede the third step response in Grievance 83-109. The Maintenance Worker 2/C currently being upgraded (138.6) at South Road shall be permanently assigned to the position of Head Cleaning Worker (138.6) effective May 1, 2008. The job classification of Head Cleaning Worker (138.6) shall be removed from the Part-time labor agreement and placed in the TOC labor agreement. (See 1985-M\*52)

M+24. There will be only one posting for a classification listed in Article IV-F 5b of the T&D Agreement with a note to cover the trainee position.

1979 (Cont'd)

**M+25.** The Company will provide the Local 320 President and Business Manager with a copy of all Service Worker shift schedules as actually worked and all Commercial Representative-Special shift schedules as actually worked within two weeks of the completion of the time period covered by the applicable shift.

**M+29.** The Company confirms the lateral transfer rights of the Working Foreman/Forewoman 2/C (LES&T) in accordance with Article IV of the Working Agreement. However, Working Foremen/Forewomen 2/C (LES&T) in Pay Group 21.1 who are not qualified for high voltage work shall have no such lateral transfer rights into the line department pursuant to +Exhibit M87 of the Labor Agreement. Such restriction shall in no way alter the duties of a Working Foreman/Forewoman 2/C (LES&T) to supervise and direct Linemen/Linewomen, Electricians, Splicers and Testers as provided in job specification 130.1. (See +Exhibit M87)

**+32.** The Company and the Union agree to the March 27, 1979 Report (on so-called "relights") attached hereto. The work of inspection of buildings of public assembly shall be within the scope of both the Commercial Representative 2/C or higher and the Gas Mechanic 1/C or higher. (See +Exhibit M56)

**M44.** The Local and the Company will mutually agree on the printing, size, and type size of the Working Agreements.

The summary plan description booklets will be kept current and updated as necessary in regard to their printing and those booklets shall be reviewed with the Local Union at the joint meeting of the Union and the Company prior to any such printing. A draft of such booklets will be provided reasonably in advance of such meeting. The Company will give due consideration to the Union's comments on such drafts.

Each summary plan description booklet shall contain a notation indicating that the benefits described in such booklet for members of Local 320 of the IBEW were negotiated through collective bargaining. The size and type of printing of such notation shall be mutually agreed to. (See 1973-M19)

**M+45.** The Commercial Representative-Special will not be used to replace a Service Worker A or B classification, 109.1 and 109.2, when they are absent and the establishment of this new classification will not impact or alter the currently assigned responsibilities of the Service Workers.

1979 (Cont'd)

The Company agrees that it will not require any now existing District Representative to move his/her place of residence.

47. If material safety data sheets are issued on chemical substances purchased by the Company, such data sheets will be made available in the applicable headquarters for review by employees who use such substances.

48. The "seniority" list shall set forth the following: names, address, telephone number, classification, assigned headquarters, social security numbers, I.B.E.W. card number, date of birth, employee number, service date, and seniority date.

M51. After a thorough review and consideration of the Unions' stated concerns in the area of safety, the Company maintains its position that it has both legal and financial responsibility for the safety of its employees. The Company, however, is willing to reaffirm the following:

1. The Manual of Safe Practices will be reviewed and updated where appropriate. Any suggested changes that the Union or an individual might have will be welcomed. These suggestions should be submitted in a timely fashion so as not to delay the procedure. To the best of our ability, we will assure you that any changes will be made only after full and complete discussion in accordance with Article V A-1 of the Working Agreement.

2. The Manual of Safe Practices will be used as was intended, that is, as a general instruction designed to assist all employees in the safe and efficient performance of their duties.

M+52. For scheduled assignments only, the Company agrees to assign two qualified Linemen/Linewomen to open and close cutouts and perform switching on the overhead electric distribution system while working in the elevated position.

1981

+8. The Company reaffirms its agreement of (i) requiring a personal appraisal for all applicants for the positions of Commercial Representative 1/C, Commercial Representative-Special and District Representative and (ii) not requiring a

1981 (Cont'd)

personal appraisal for going from Commercial Representative 1/C to Commercial Representative-Special to Commercial Representative 1/C.

**M\*10.** The Company will advise Local 320 of any term contracts made with suppliers of personnel in the clerical field.

11. Any employee who, prior to being transferred or reassigned under Article IX D of the Working Agreements, resigns from employment will receive one week of severance pay for each two full years of service with the Company.

20. The Company will agree to allow employees to review the contents of their personnel files under the following conditions:

- a. The request must be made in writing to Human Resources at least five working days in advance of the date of review.
- b. The review of the personnel file will be conducted outside of the employee's normal work period.
- c. A member of Human Resources will be present during the review.
- d. Photocopies will not be permitted but the employee may take notes as the review is being conducted.
- e. Review of an employee's personnel file will be limited to once a year.

**M21.** The Company will provide without charge one copy of the applicable seniority list to Local 320 on a quarterly basis. Additional copies will be provided at cost.

**M+24.** Shift workers will be assigned to work days only on those days during their normal workweek when they are serving on jury duty.

If any shift worker is called to serve jury duty on his/her scheduled day off, the Company will not reschedule such shift worker but rather the shift worker shall serve jury duty on their own time.

1981 (Cont'd)

M\*25. Upon notification from the Union President and Business Manager to the Company's Labor Relations Manager that an employee is dissatisfied with the supervisor's explanation of the employee's test results, the Company agrees that the Labor Relations Manager will arrange for one further discussion between such employee and the employee's supervisor with respect to such test results.

\*27. The Company agrees that when a job posting for Building and Grounds Mechanic is posted, the particular skill that the employee will be tested for during the employee's progression will be included on the posting. An additional note will also be included on the posting stating that the applicant shall also be required to perform any other skill required in the job specification that the Company determines the employee is qualified to perform.

M\*28. The Company will reimburse the Automotive and Hydraulic Mechanics annually (May 1 to April 30) for the purchase of new tools upon presentation of proof of purchase as follows: \$300.00 for each 1/C and 2/C such Mechanic and \$200.00 for each 3/C such Mechanic without any accumulation for any unused such allowance. The provisions of Article V, Paragraph I of the Working Agreement, will remain in effect. The Company will remove from the Tool List (\*Exhibit M35 of the Supplemental Agreements of said Working Agreement) those tools available from standard stock. (See \*Exhibit M35, 1969-\*M45 and 1987\*56).

+29. The Company agrees that Service Workers will be assigned to an eight-hour shift, and their hours will not conform to the hours of the non-shift employee except when they are scheduled to work the non-shift employee's normal workweek under the same conditions of the non-shift employee.

M\*32. The Company and Local 320 agree to the following:

A. The Company will provide a written statement to all Customer Service Representatives explaining that from time to time phone calls will be monitored to assure adequacy of training, control, and quality of response to customer inquiry. Demonstrations of the technique for such monitoring will be given to CSRs so they can train other new CSRs.

1981 (Cont'd)

M34. The Company agrees as follows:

A. The Company will establish a headquarters for Gas Mechanics, Electricians, Communication Technicians, Relay Technicians, Substation Technicians, and Testers in the automatic progression series, no later than the date such employee qualifies at the second-class level. All such headquarters will be established in accordance with Article IV, Section J, Paragraphs 3 and 4 of the T&D Working Agreement

B. Headquarters for all automatic progression job classifications other than for those specified in paragraph A. above will be established no later than 60 days prior to the time that an employee is to be given the opportunity to qualify for the top classification in the automatic progression series.

+39. The Company agrees that the hydraulic derrick manufactured by "National" and owned by the Company will be operated by an employee of Pay Group 19 or higher. (See 1987+31)

+41. The Company agrees that on any day a Hydro Station Operator or Roving Mechanic Operator assigned to work a split shift (i.e., non-consecutive hours), he/she will be reimbursed, as provided for in Article V P of the Working Agreement, for all mileage driven on such day in excess of one round trip between the employee's home and his/her assigned headquarters.

43. With respect to a half-day vacation taken in a year, the Company will permit the remainder of such day to be carried over to the following year, provided, however, that such carryover complies with the 10-day limitation on deferred vacation in the applicable provisions of the Working Agreements and further, provide, however, that the scheduling of such remaining half-day as a vacation is subject to the approval of the employee's supervisor.

1983

M6.C. An employee who had been demoted prior to October 1, 1983 in such a transfer (i.e., the employee had 10 or more years of continuous service at the time of transfer) and continues to be in a Pay Group below the Pay Group from which he or she was initially transferred under Article IX E, will accrue benefits under the Retirement Income Plan, effective October 1, 1983 in the Plan Class level that is commensurate with the Pay Group in which the employee would have been had the employee not been demoted. Employees transferred pursuant to Article IX E of the T&D Working Agreement or the TOC Working Agreement, or Article IX F of the Part-time Working Agreement, shall have the Plan Class applied in past service updates under the Retirement Income Plan.

10.B. Before filling job vacancies for which no I.B.E.W. employees qualify, the Company will notify the Union thereof in writing before filling the job from outside the Company. If a vacancy is not filled from outside the Company within 120 calendar days after such notification, the Company will repost the position.

M13. The Company will increase the reward given to employees for discovery of theft of service.

When a theft of service is discovered in the field by an employee, the Company will pay a reward to the employee in such amount that the employee receives a net amount of not less than \$25.00.

When a theft of service is verified by the Company, the employee will be paid an additional reward of a net amount of not less than \$100.00.

18. The only conditions applicable to a regular employee being granted a leave of absence without pay (pursuant to Articles VIII J of each of the Working Agreements) are, as set forth in such provisions, as follows:

1. Reasonable notice is given to the Company.
2. Conditions of work at the time are such that the employee's services can be spared.

25. No grievance will be rejected by the Company, which is filed properly by an individual who alleges being harmed by the Company's failure to comply with the Working Agreement.

1983 (Cont'd)

**M29.** In the event of a layoff, high school co-ops, Part-time CSRs and other part-time employees who have earned no seniority will be laid off first before any full-time employees. If any Part-time CSRs and any other part-time employees have accrued seniority, such seniority will be recognized for purposes of "LIFO".

The foregoing is a function of the operation of the seniority, service and LIFO provision, if any, of the existing (and proposed) provisions of the T&D and TOC Full-time Agreements, the Part-time Agreement and the CSR Part-time Agreement.

**M32.** The Company and the Union will, by October 1, 1983, agree in writing upon one list of ten (10) mutually acceptable arbitrators for arbitrations under the Working Agreements.

If such a list is so agreed upon, any party thereto may unilaterally elect in writing to eliminate up to two (2) arbitrators from the list during each year of the Working Agreements, and in such case, the parties will agree in writing upon a substitute arbitrator(s), and if no such agreement is reached within 30 days of the date of elimination, no substitution will be made.

The procedure for selecting an arbitrator for an arbitration from the agreed-upon list shall be as follows:

1. The Company and Union will agree on a mutually acceptable date to hear the grievance before an arbitrator.
2. The arbitrator shall be selected from such list by going down the list in numerical order and contacting such arbitrator and scheduling the hearing for the preselected date. In the event such arbitrator is unavailable for the scheduled date, the next arbitrator on this list will be contacted. This procedure shall continue until the list is exhausted, and if exhausted, the preselected date chosen by Management and the Union shall be changed by mutual agreement, and the procedure to select an arbitrator shall be repeated, including additional date changes, if necessary. If, however, the list is exhausted twice, the parties will be governed by the terms of Article X A 4 of the Working Agreement for the selection of an arbitrator for that grievance. For the next grievance to be arbitrated, there shall be selected an arbitrator from the list as described above.

1983 (Cont'd)

41. The Company will develop by October 1, 1983 an information program to acquaint Supervisors and employees who regularly use VDTs with the nature and magnitude of emissions including recommendations for minimizing an operator's fatigue and discomfort at the work station.

The Company will agree to test all new VDTs for radiation leakage prior to being put into service and thereafter periodically, and also will test existing VDTs, but not less than once a year. In addition, if the operator of the VDT requests, the Company will so test the machine. (See 1985-53)

43. Any retired employee, including his or her spouse (who is also a retired employee), is entitled to all of the benefits applicable to any retired employee of the Company.

53. Upon hiring a classified employee who elects not to enroll in either the noncontributory Health Program or the noncontributory Group Life Insurance Program, the employee will be required to sign a waiver form which states that a copy of such form, if signed, will be given to the employee's Union representative.

1985

\*14. Effective October 1, 1985, the Company will permit any part-time employee to elect to receive the same Health Benefit Plan coverage as regular full-time employees provided the employee pays the cost thereof; which cost will be no greater than the per employee cost to the Company for regular full-time employees.

16. On or about July 1, 1989, the Company will amend its Disability Benefits Plan filed with the New York Department of Labor under the New York State Disability Benefits Law to raise to \$170 per week statutory disability payments. (See Exhibit M82)

18. The Company shall print, on the annual statement of benefits, the name of the employee's designated beneficiary under the Life Insurance Plan no later than the Plan Year of 1986.

19. The Company will agree to continue to post a list of CPR-qualified employees and the expiration date of their qualification in their work headquarters on the bulletin board.

1985 (Cont'd)

20. Item +11 from the 1969 Memorandum of Agreement shall be terminated and eliminated from the Supplemental Agreements and the following shall be added to the 1985 Supplemental Agreement and shall be applicable to all of the Working Agreements:

The Company will use its best efforts to notify the Union as promptly as possible of contracts providing for the performance of work of the type normally performed by members of the bargaining units. Such information will include the location of the work being performed and the character of the work being performed.

Such location and character of work shall be as specific as practicable. In the event the Union desires additional information to that provided on any particular contract, they may request it and the Company will use its best efforts to comply with the request.

Similar information, if not already supplied, will be supplied with respect to term contracts.

22. The Company currently provides adequate protective outerwear to insure that employees' clothing will not become contaminated by hazardous substances or ruined. In those unusual cases where an employee's clothing has been badly soiled or contaminated, the Company on a case-by-case basis will determine whether or not the individual's clothing should be cleaned or replaced at the Company's expense. These cases will only be considered as a result of unusual and unforeseen circumstances, and not due to an employee's carelessness.

The Company will use its Purchasing function to solicit bids from Uniform Companies in order to assist the participating employees in obtaining the most favorable contractual terms.

The Company, when authorized in writing by such employees, will withhold the rental cost from each such employee's weekly pay. (See 1969\*30 and 1977-M\*32)

23. The Company through Human Resources, more particularly the Labor Relations Division, will endeavor to improve the level of communication as it relates to issues such as, but not limited to:

- (1) Displacement of Employees
- (2) Changes in Job Classifications

1985 (Cont'd)

- (3) Training and,
- (4) Introduction of New Equipment which significantly changes current work practices.

M24. If an employee is being terminated at a meeting with Company representatives, the Company will make the Union President and Business Manager, or a representative designated by such President and Business Manager in such President and Business Manager's absence, available to the employee as the employee's union representative. This provision shall not deprive the employee of his/her right to refuse any such union representation at this meeting if he/she so desires.

+25. The Company will by the end of the term of the Working Agreement issue personalized rubber gloves to all individuals who are required to receive them.

+32. The Company will provide an employee with written notice not later than ten (10) days after being transferred from rotating status to non-rotating status or vice versa.

M\*33 Effective May 1, 2008, the pay level for the Cleaning Worker will be increased to \$11.54 per hour; effective May 1, 2009, it will be increased to \$11.94 per hour; effective November 1, 2009, it will be increased to \$12.00 per hour; effective May 1, 2010, it will be increased to \$12.42 per hour; and effective November 1, 2010, it will be increased to \$12.48 per hour. (see 2008-44) The associated "bidding rights" are eliminated. The Company continues to reserve the right to contract this work.

Employees assigned to the job specification of Cleaning Worker (139.1) will remain classified as Group B employees under the Part-time Contract.

Those in the position at June 30, 1985 are grandfathered at Pay Group 7 with the same rights and privileges that then existed. (See Exhibit M114)

1985 (Cont'd)

Effective May 1, 2008, the pay level for the Cafeteria Attendant will be increased to \$12.06 per hour; effective May 1, 2009, it will be increased to \$12.48 per hour; effective November 1, 2009, it will be increased to \$12.54 per hour; effective May 1, 2010, it will be increased to \$12.98 per hour; and effective November 1, 2010, it will be increased to \$13.04 per hour. (see 2008-44)

Those in the position of Cafeteria Attendant at May 1, 2003 are grandfathered at Pay Group 9 with the same rights and privileges that then existed.

M\*36. CSR-PTs will be allowed to schedule their vacations outside of their normal vacation periods provided that such scheduling shall only take place after May 1 of any year and also provided that the maximum number of full-time CSRs of all classifications (including CSR-EHs) allowed on vacation at one time has not been reached. Any conflicts after May 1 shall be handled in accordance with Article VIII C2.

The Company will agree, however, that if operating conditions permit, CSR-PTs will not be scheduled to work during the periods they have requested off. (See \* Exhibit M125)

M37. Employees transferred pursuant to Article IX E of the T&D Working Agreement or the TOC Working Agreement, or Article IX F of the Part-time Working Agreement, shall have the Plan Class applied in past service updates under the Retirement Income Plan.

M+44. The Company will maintain no less than one (1) Chief Construction Maintenance Man/Woman (141.8) with no commitment, however, to permanent manning.

\*46.B. The Union and the Company agree that with respect to the establishment of Accounting Technician 1/C in Item 19 of the 1983 Memorandum of Agreement, such Accounting Technician can perform the work of the Accounting Technician series.

M+50. The Company will continue its practice of paying for the license fee for the Federal Communications Commission general radio telephone license required by the Communication Technician 1/C and 2/C and Substation Technicians Job Specifications and the time to take the examination if it occurs during the employee's normal workweek up to 8 hours at straight time. The Company will not pay any premium time or travel costs associated with the examination. (See 1973-64 and 1989+25)

**1985 (Cont'd)**

**M\*52.** The Maintenance Worker 1/C at Catskill will continue to be assigned to perform duties at both the Main Street and North Catskill facilities; however, this shall not be construed to constitute a commitment to permanent manning. (See 1979-M\*18)

53. The Company will continue (i) to try to minimize VDT operator fatigue, (ii) to review all published information available to the Company relating to VDTs, (iii) the current information program developed in 1983, as referred to in Item 41 of the 1983 Memorandum of Agreement, and (iv) its existing practice of permitting employees to take comfort breaks as required. (See 1983-41)

**1987**

**\*20F.** The two incumbent Clerical Assistants 1/C assigned to perform the duties in the Main Building South Road Receptionist area and in the Engineering Records Room both in the Engineering Group of the South Road headquarters, shall retain such duties until they leave such classification.

Other Clerical Assistants in the Engineering Group at South Road may be trained and used in the Receptionist area and Engineering Records Room to cover absences only.

**M23.** Where practicable and taking into consideration the continuity of the job and the Company's right to designate the headquarters from which boarders will be assigned, the Company will provide equitable opportunity for such assignment. Assignment of boarders will be made from a headquarters seniority list by job classification (exclusive however of those subject to Article IV J-4 of the T&D Labor Agreement, Article IV N-3 of the TOC Labor Agreement and Supplemental Agreement 1977+M20), with the most senior personnel next in rotation being given the first opportunity for the assignment. The least senior individual(s) in the required classification at such headquarters must accept such assignment if on any call no one on the list has accepted the assignment.

**M24.** An employee's eligibility to bid for any position in Local 320, pursuant to Article IV F 6 of the T&D Working Agreement or in TOC pursuant to Article IV E 10 of the TOC Working Agreement, shall be governed by the rules of the Agreement in which the vacancy exists.

1987 (Cont'd)

25. The Company currently has no intention of requiring employees to use their bilingual skills to any extent beyond which they are voluntarily willing to offer them. (See \*Exhibit M125)

M+27. The Company will continue to note the Headquarters on the posting for Equipment Operator and that the position is an entry into the progression for either Equipment Operator-Special or Equipment Operator-Dynamite Handler.

All duties and qualifications of the Equipment Operator-Dynamite Handler (102.3) shall also apply to a Mechanic 1/C (132.1) in pay group 19.1 while assigned to the T&D Division.

M+28. In response to the Union's requests concerning Commercial Representative-Collectors and meter reading employees (and with the Union's acknowledgment of the past practice of assigning the following duties to Commercial Representative-Meter Reader: (i) installation and maintenance of meter seals and meter anti-theft devices, (ii) collection of data incidental to reading meters and (iii) training other Commercial Representatives, Junior Meter Reader and Meter Reader and lower classifications), the Company will effect a "Commercial Representative Program" without any commitment to permanent manning. The maximum number of Commercial Representative-Collectors referred to in paragraph 2 of Exhibit C of the 1987 Memorandum of Agreement is 8. The maximum number of 8 Commercial Representative-Collectors referred to above may be increased as noted below.

The Company shall fill up to an additional 4 Commercial Representative-Collector positions by June 1, 2008 to be assigned through a temporary posting. The Company may post for up to an additional 4 Commercial Representative-Collectors to be assigned through an annual temporary posting in each subsequent year of the Labor Agreement prior to the end of the winter rules period as defined by PSC regulations.

29. The Company will post for 4 Working Foremen/Forewomen 2/C (LES&T) by January 1, 1988 at such District or Districts as the Company shall determine, with no commitment to permanent manning.

1987 (Cont'd)

**M+30. The Company will designate a group of Gas Mechanics and Chief Gas Mechanics to be comprised of (1) 15 percent of the qualified Gas Mechanics of the 1/C and 2/C classifications existing at any time (but in no event fewer than 10 such Gas Mechanics), and (2) 15 percent of the Chief Gas Mechanics existing at any time (but in no event fewer than 3 of such Chief Gas Mechanics provided the Company maintains no fewer than 12 Chief Gas Mechanics. If the Company does not maintain a minimum of 12 Chief Gas Mechanics, the minimum number of rovers will be returned to 2).**

The initial selection of such qualified Gas Mechanics will be from the least senior in such classifications. The initial selection of such Chief Gas Mechanics shall be through the post and bid procedure. Such employees will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine. Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C or 3/C Gas Mechanics to any headquarters for training as may be required.

All employees in the proposed Gas Mechanic and Gas Mechanic Welder series will be required to obtain an appropriate driver's license prior to reaching 1/C. All such employees will be given training in accordance with Supplemental Agreement 1973-64 and will be required at the completion of such training to obtain the appropriate license (currently Class I Restricted License) to drive any vehicle over 18,000 lbs. GVW and to pull a trailer of 6,000 lbs. or more (not a fifth wheel). All existing Gas Mechanics 1/C, Gas Mechanic Welders 1/C or higher will be offered the opportunity to be trained and qualify for this driver's license. The related attached job specifications reflect the foregoing.

The Company is willing to provide any existing Gas Mechanic 1/C the opportunity to bid laterally to a Gas Mechanic Welder 1/C position if posted. The applicant must meet the qualifications of Gas Mechanic Welder 1/C within one year. If the applicant qualifies, the applicant will be promoted to Gas Mechanic

1987 (Cont'd)

Welder 1/C (Pay Group 19.1). If he or she does not so qualify, the applicant will be given an opportunity to take a second qualifying examination within 90 days of the first examination. If the applicant fails the second examination he or she will be ineligible to apply for the classification of Gas Mechanic Welder 1/C in the future. (See +Exhibit 99 and 2003-24)

+31. The Company will provide any Stockhandler with one year's combined experience as a Stockhandler and Equipment Operator and/or Equipment Operator-Dynamite Handler (140.2) the opportunity to bid laterally to an Equipment Operator-Special (102.4) position, if posted. If the Stockhandler does not have one year's combined experience as a Stockhandler, an Equipment Operator and/or an Equipment Operator-Dynamite Handler, upon bidding to the Equipment Operator-Special position, the applicant will be placed in training and the training period will be for such period of time until the employee has a total of one year's combined experience as an Equipment Operator-Special, Stockhandler, Equipment Operator and/or an Equipment Operator-Dynamite Handler.

M35. The Company has previously varied the hours of the scheduled workday for construction employees in the T&D and Operations Services Divisions to meet the operating needs of the Company. In doing so, consideration has been given to such factors as the time of the year, traffic conditions, coordination with other groups within the Company, coordination with other construction activities and the improvement in productivity by scheduling outside construction employees to work in the cooler part of the day.

The Company will extend the period when such construction employees (except employees in the Project Construction Program) are scheduled to work 7:30 AM to 4:00 PM. The Company will continue for such construction employees, Estimators, and Clerical Assistants assigned to the T&D offices and Eltings Corners, 7:30 AM as the starting workday time until the commencement of Standard Time and will establish 7:30 AM as the starting workday time for such construction employees, Estimators, and Clerical Assistants assigned to the T&D offices and Eltings Corners during the Daylight Savings time period. These normal workday hours will be subject to change by management at individual headquarters to accommodate unusual requirements and unforeseen circumstances such as but not limited to the need to meet special construction schedules, unusual traffic conditions or other circumstances which may

**1987 (Cont'd)**

impact the work operations at individual headquarters. The so-called summer hours will continue to coincide with Daylight Savings Time.

\*47. If any employee wishes to be considered for a part-time position at any location, he or she should inform Human Resources in writing (may use bid form) and consideration will be given to such requests before the Company hires from the outside. Any such employee so engaged in a part-time position would have no returnable rights.

M\*48. The Company will provide the President and Business Manager of Local 320, with a year-to-date report on a quarterly basis of the number of hours of work for which the Customer Service Representatives Part-time have been paid. This report will be supplied at the end of the month following the most recently ended quarterly period.

M\*50. The Company will continue to abide by Item 34 of the 1977 Memorandum of Agreement. However, when staffing the Call Center to respond to storm trouble or other emergency calls, the Company will agree to call the following classifications in the order indicated below:

- 1st - CSRs (full-time of all classifications)
- 2nd - CSRs Part-Time
- 3rd - Clerical Assistants
- 4th - All other qualified full-time employees

Such employees will continue to be utilized to perform other storm-related activities. (See \*Exhibit M125 and 1971\*29)

\*52. The Company will substitute for the word "shorthand" on a posting the words "taking and transcribing dictation" where that skill is required. If a person who successfully transfers into a Clerical Series position where the skills of typing or dictation, or both, are required initially by posting and the person is not proficient in any such skill, the Company will give the employee a reasonable opportunity to enhance such skill to meet the job requirements. If the skills of typing or dictation are not required initially by posting and the person in the position is subsequently required to have any such skill and either does not have such skill or is not proficient in such skill, the Company will provide training for such skill and thereafter a reasonable opportunity to enhance such skill to meet the job requirements. The absence of the specific skills of "typing" or "taking and transcribing dictation" on a posting shall not be considered to be a waiver of those qualifications set forth on the related job specification.

1987 (Cont'd)

\*56. In order to make the Company's automotive repair costs more competitive with outside repair costs, the Company will agree to the following:

Automotive & Hydraulic Mechanics 1/C (132.3) will be upgraded to Pay Group 19.1 when they have completed 36 continuous months in the top step First Class level.

The Company may post for up to 5 Automotive & Hydraulic Mechanic 3/C positions. Upon progressing to Automotive & Hydraulic Mechanic 2/C the maximum time in grade of 2½ years as provided for in Article IV N6, will be extended until a vacancy occurs in the Automotive & Hydraulic 1/C level. During this time the provisions of IV N3 will apply. Individuals entering this program (through a posting which indicates that on progressing to the 2/C level the individual will be so extended but not beyond a total of 60 months) may complete the program as it applies to them.

The incumbent Automotive & Hydraulic Mechanic 2/C or 3/C will be assigned to any district garage in accordance with the provisions of automatic progression for training purposes and when so assigned will not be responsible for the district garage operation in the district garage to which the incumbent is assigned.

1989

M7B. In addition to the additional two (2) weeks of military leave without pay, the Company will agree that if an individual requires more than the four (4) weeks, the Company will grant such further leave upon confirmation of orders to report for duty from the Military Unit's Commanding Officer. (See 2003-17)

16B. The Company will offer, prior to December 31, 1989 and as required thereafter, at no cost to interested employees, appropriate preparatory bookkeeping course(s) using qualified area educators and/or Company personnel. Such course(s) will be specifically designed to assist employees in preparing for entry-level examinations to the Accounting Clerk and Accounting Technician job series. Such course(s) will be offered outside the normal hours of work at locations and facilities convenient for employees and appropriate for such purpose. The Company will provide at its cost necessary texts and supplies.

1989 (Cont'd)

M17. The Company has reviewed the concerns expressed regarding Family Care Leave of Absence and is willing to respond to the changing needs of our employees in a manner that balances these needs with those of our customers. Therefore, the Company is willing to initiate a program to provide a Family Care Leave of Absence Program to members of the TOC Bargaining Unit who are full-time employees and who have at least one (1) year of continuous service with the Company.

The Company can agree to offer the Leave of Absence because of the wide flexibility which the Company has under the TOC Labor Agreement for the redistribution of work and the assignment of the work force including the Company's right to temporarily transfer employees to meet the needs of the Company under various provisions of the Labor Agreement.

The Company is not offering the Leave of Absence for the T&D Bargaining Unit. At the conclusion of the 1991 Labor Negotiations, a committee shall be formed with Local 320 to discuss the application of an appropriate Family Care Leave of Absence Program to T&D employees to meet their needs and the needs of the Company. This Committee shall consist of the President and Business Manager of Local 320 and two (2) additional members appointed by the Local Union 320 President and Business Manager along with up to four (4) representatives selected by management. (See Exhibits \*M106, +M107 and M108)

22. With respect to the Joint Company and Union Safety Committee, both the Company and Local 320 have exceeded their authorized representation as provided for under Supplemental Agreement 1969-9 of the Labor Agreement.

Effective July 1, 1989, such committee shall be revised to consist of not more than ten (10) Company representatives (including a representative of Human Resources), and not more than nine (9) Local 320 representatives (including the President/ Business Manager). The Company's Safety Director shall be a member ex officio. One of the Company representatives shall act as Committee Chairperson and minutes of such meeting shall be issued by such Chairperson. (See 1963\*29, 1969-9, 1973-21, 1973-M\*24 and 1977-M\*22)

1989 (Cont'd)

+25. Recognizing that the parties have had a long standing practice requiring an employee to obtain any license essential for performance of his or her duties, and since the FCC license is no longer required by law for the land use of general radio telephone, the Job Specifications for the Communication Technician 1/C and 2/C will be amended to provide that the FCC general radio telephone operator license will be required only if required by law; and in such case Item 1985-50 of the Supplemental Agreements will apply.

M+27C. Existing Storekeepers (140.1) and Field Clerks (151.6) will be placed into this new job classification. Such employees will not be required to obtain a Class I restricted license; however, they will be required to continue to maintain a Class III chauffeur's license. Such employees will be given the opportunity to obtain a Class I restricted license.

M39. The Company will provide all probationary employees with an appraisal after three (3) months from their hiring date. Such employee will receive a copy of the appraisal and the appraisal form will be modified to include the following sentence: "You can provide a copy of this appraisal to your bargaining agent." When an employee is extended beyond six (6) months, the Company will review the status of the employee's progress half-way through the extension with the employee. With the employee's consent, the Company will review such status with the President and Business Manager of the Local Union.

\*40B. Cleaning Workers will be allowed to laterally transfer to Cleaning Worker vacancies in other Company headquarters on a seniority basis.

Employees will be instructed upon hiring that it is their responsibility to notify Human Resources anytime they wish to be considered for a lateral transfer should a vacancy arise in their desired location.

44. At least three (3) copies of the Job Specifications books will be available at each headquarters for reference by any employee.

\*45. The Company will provide the President and Business Manager of Local 320 with a copy of all special schedules and shift schedules as worked for employees covered under the TOC Agreement.

1989 (Cont'd)

M46. The Company will agree to pay for up to 12 Local 320 members in future labor negotiations.

1991

M\*16. The Company will provide bidding rights to part-time employees in the Part-time Agreement on all job postings in the Part-time Agreement after the full-time bid list has been exhausted with the understanding that employees in the Cleaning Worker classification have no such "bidding rights". (See \*Exhibit M54)

M36. The Company will notify the Local of automatic progression transfers and rover transfers in a timely fashion.

\*39. The CSR appraisal form will be modified to reflect the point value for each individual area checked.

M+40. 4. A new classification of Chief Tester (No. 110.0) will be established. The duties of this position may be performed in the shop and/or in the field.

5. A group of Testers (No. 110.1, 110.2), comprised of 20% of the 1/C (No. 110.1) and 2/C (No. 110.2) classification existing at any time (but in no event fewer than 3 of such Testers), shall be designated by the Company. The selection of such Testers will be from the least senior in such classifications.

Such employees will report at the normal designated time to any headquarters within the system from time to time as the Company may determine (Grievance 86-29). Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a callout system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C (No. 110.2) or 3/C Tester (No. 110.3) to any headquarters for training as may be required.

Employees so assigned may also be reimbursed for any applicable tolls as agreed to in Grievance 87-24.

**M+40** 7. The Company's right to reassign partially disabled employees under the provisions of Article IX-E will apply to Tester 3/C (No. 110.3) or Tester 2/C (No. 110.2) positions. Such individuals will be allowed to advance in the Tester series (numbers 110.1, 2, 3) through automatic progression provided they qualify.

8. The classifications in the meter function referred to in paragraphs 2 and 4 above will be added to the Local 320 T&D Family Care Leave of Absence Program. The number of those employees assigned to the meter function, referred to in this proposal, on family care leave of absence at any time may not exceed 2.

10. The Company will maintain no less than 1 Chief Tester (No. 110.0) with no commitment, however, to permanent manning.

#### 1994

**M22.** In consideration of the joint efforts in reaching this Agreement to avoid layoffs which would impact members of the T&D and TOC Bargaining Units, the parties agree as follows:

(i) T&D The Company will cause construction and maintenance contractors working inside the Danskammer and Roseton plants to institute a drug testing program, including random testing similar to the program required by DOT covered contractors performing work on gas facilities. With the initiation of this program, all T&D Central Hudson employees will be included in the Company's Drug Testing Program, and such employees will, therefore, be covered by the Employee Assistance Program ("EAP").

(ii) TOC The Company will cause contractors working inside Company buildings for an extended period of time of three (3) continuous weeks or more alongside TOC employees and/or using the Company's restroom or cafeteria facilities and performing work which is normally assigned to TOC employees, to institute a drug testing program, including random testing, similar to the program required by DOT covered contractors performing work on gas facilities. With the initiation of this program, all TOC employees will be included in the Company's Drug Testing Program, and such employees will, therefore, be covered by the Employee Assistance Program (EAP).

1994 (Cont'd)

M\*31. D.1.B. When an employee is to be temporarily transferred under Article IV C of the TOC Labor Agreement, the Company will give written advanced notice of such transfer to Local 320.

+32. +Exhibit 68 shall be extended for the term of the Working Agreement, however, under present operating conditions, the Company plans to reduce its Line Clearance forces through attrition until it is demonstrated that such forces can be and remain competitive with independent contractors doing the same work.

\*35. In accordance with Digest Item 1985-M\*33, Cleaning Workers do not have "bidding rights" under the Labor Agreement. If an individual in the classification of Cleaning Worker wishes to be considered for full-time employment, they should submit an application to Human Resources for consideration. This application may be in the form of a bid form, letter or resume and should be submitted annually. Their application will be reviewed along with their qualifications and work history so that an appropriate determination may be made for filling the job in question. Their application will be considered in conjunction with all other applicants and the most qualified applicant will be selected.

\*38. All employees in the classification of Cafeteria Attendant (142.5), Cafeteria Cook (142.4) and Cafeteria Service Supervisor (142.3) shall earn "seniority" for the length of their continuous employment in the Company in such classifications. Incumbents in any such positions at July 1, 1994 shall be credited "seniority" retroactive to the date of their most recent entry into the classification. Any existing full-time employee who previously held such position shall be credited with seniority accrued for the period of time such employee held such position.

Bidding rights shall continue as currently written in \*Exhibit M54 of the Labor Agreement.

+40. The residency requirement for District Representative (207.1) and District Representative-Special (207.7) shall mean a residence located not more than one (1) mile outside the boundary of the municipality designated on the job posting, but within the Company's franchise area.

## 1994 (Cont'd)

41. Reserved. (See \*Exhibit M125)

M\*42. It is recognized by the parties that course titles may differ at different educational institutions and that course content referred to in said job specification shall be the deciding factor. Incumbent Engineering Drafters 1/C, 2/C or 3/C on 7/1/94 will not be required to have such 18 months as an Engineering Drafter - First Class before progressing to Engineering Drafter - First Class - Special provided they attain either of the alternative educational requirements stated in the revised job specification.

1998

20. The Company will notify employees through the Newsletter or direct mail of the availability and schedule of the CPR training course at South Road and will solicit interest in a similar course at other headquarters. Employees working an off-hours schedule interested in attending a CPR course and who cannot be accommodated in the course schedule, may attend a public CPR program and will be reimbursed up to \$30.00 upon successful completion of the program. The number and locations of future CPR courses will be based upon the employees' expression of interest.

+23. The Company will continue to provide one (1) light weight jacket with removable lining, but at no cost to the employee. The Company will also establish an additional clothing option ("Option"), as follows:

13 shirts  
11 pants  
1 jacket

and either of the following at the employee's election:

1 coverall (insulated bib); or  
1 coverall (insulated)

The cost of this Option to the employee will be \$5.45 per week.

M26. If in the future the Company has a need to staff a satellite office, the Company will discuss its plans with Local 320.

1998 (Cont'd)

\*28. The Company will determine the headquarters from which Automotive and Hydraulic Mechanics are offered work outside the territory for mutual aid response. When Automotive and Hydraulic Mechanics are sent from headquarters with more than one Automotive and Hydraulic Mechanic, such Mechanic(s) shall be assigned from the scheduled overtime list.

The Company will meet with the Transportation Department supervision in order to review the proper procedures to follow in the event of future mutual aid situations.

\*33. Central Hudson will allow the individual currently in the position of Engineering Drafter 3/C "frozen" to progress to the position of 2/C Drafter where he will remain frozen until a vacancy occurs (as determined by the Company) in the Engineering Drafter 1/C level in accordance with the terms of \*Exhibit 96 of the Labor Agreement. In addition, Grievance 98-101 will be returned to the 1<sup>st</sup> Step for discussion by the parties without precedent or prejudice.

\*34. The Company has established a procedure to provide interested applicants with an opportunity to fill vacancies for positions of Console Operator which is not part of an automatic progression series. The procedure is to post for the position and jointly administer a job knowledge exam. If none of the applicants passes the job knowledge exam, they will be given a jointly administered general ability exam and the applicant scoring the highest grade will be assigned the position. The Company will continue this practice.

2003

17. The Company will agree to pay those employees called up on military duty for the current military conflict in Afghanistan and/or Iraq the difference between the employee's basic rate of pay and the pay received from the military. Such differential payment shall be limited to a total of 52 weeks, shall be retroactive, and shall be applicable to employees called up on military duty on or after September 11, 2001. In addition, the Company will not require any such employee to make the normally required health care contributions for a period not to exceed 18 months.

+53. It is not the Company's intention to move the current Order Dispatching function (job descriptions 154.1 & 154.3) out of Local 320's jurisdiction.

2003 (Cont'd)

54. The Company maintains an electronic payroll deposit system and employees can direct their payroll checks be electronically transferred to four different banking choices or accounts. If the IBEW has and maintains the capability to receive such electronic payments, an employee can send the IBEW a COPE contribution each payroll period through this electronic function.

55. The Company, on a confidential basis, will provide two Local 320 representatives, appointed by the President-Business Manager, with an overview of the security system capability. The first review will be completed no later than November 1, 2003 and then annually thereafter.

56. The Company will supply the Union with timely notification of transfers within the bargaining unit. In the event the Union seeks additional transfer information the Company shall, through the Labor Relations Manager, provide the requested information.

58. In the event the Federal Government's Department of Transportation modifies the protocol for acceptable methods of drug testing during the term of the Labor Agreement, the Company will meet with Local 320 to discuss such modifications. The intentions of the parties are to follow the Department of Transportation's accepted and approved drug testing protocols and methodologies. The Company has verified with the Medical Review Officer ("MRO") that the MRO is following approved protocols under any conditions that require the testing of the second bottle of a split sample.

62. The Company will provide by January 15, 2004, and by each subsequent January 15<sup>th</sup> during the term of the Labor Agreement, an estimate of the number of hours worked by any electrical contractor performing work on Central Hudson headquarter buildings.

\*77. The Company agrees, for the term of the Labor Agreement, to return the former Clerical Assistant to Catskill and fill the vacated Clerical Assistant position in Kingston in accordance with Grievance Settlement 2002-101. Both actions are without a commitment to permanent staffing. (See 2008-43)

**May 1, 2008**  
**MEMORANDUM OF AGREEMENT**  
**Between**

**LOCAL UNION 320**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**  
**&**  
**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

Setting forth Agreements concluded at negotiations held on April 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and May 1, 2008.

Unless otherwise stated, the agreements set forth below shall be effective as of May 1, 2008, shall extend for the term of the Labor Agreements, and, where appropriate, the three (3) Labor Agreements with Local 320, shall be amended to reflect such changes.

1. The three labor agreements will extend for 3 years and each will expire on April 30, 2011.
2. The rates of all the steps in all pay groups shall be increased as follows:

Effective Date	Increase
5/1/08	3.5%
5/1/09	3.5%
11/1/09	.5%
5/1/10	3.5%
11/1/10	.5%

The Pay Rate charts are attached hereto as Exhibit A.

3. The hourly differential for shift and special schedule employees shall be increased from \$1.50 to 5% of pay group 19.1 effective May 1, 2008, May 1, 2009, November 1, 2009, May 1, 2010, and November 1, 2010.
4. Article V G of the T&D Labor Agreement and V D of the TOC Labor Agreement and VC paragraph 2 of the Part time Labor Agreement will be amended to increase the "boarding allowance" to \$80.

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5. Effective May 1, 2008, the Company will modify the vacation provisions by granting 2 additional days of vacation. Employees with 10, 11, and 12 years of service on or before October 1<sup>st</sup> in any year shall be granted one additional day of vacation. Employees with 13, or 14 years of service on or before October 1<sup>st</sup> in any year shall be granted two additional days of vacation.
6. Item 1973-15 will be amended to read: Whenever a memorandum relating to outstanding or unsatisfactory performance of an employee is placed in the employee's personnel file, the employee will be given a copy of such memorandum. When a memorandum relating to unsatisfactory performance has been placed in an employee's file, if the employee's subsequent performance is satisfactory for one (1) year, a further memorandum to that effect will be placed in the file and a copy given to the employee.
7. A new paragraph 1 d will be added to Exhibit 125 of the Labor Agreement to read:

The Company has invested in new and technically advanced customer service systems that may reduce the number of Customer Service Representative Positions in all classifications in the future. Any such reductions will be made solely through attrition. In the event the Company needs flexibility under provisions 1a and 1b above, the Company and Union shall meet to arrive at a mutually acceptable solution regarding paragraphs 1 and 2 of this Exhibit.

Paragraph 3 of this Exhibit shall be renewed for the term of this Labor Agreement. No changes to paragraph 1a or 1b shall be based on any contracted out customer service work.

8. Paragraph 3 of Exhibit 110 will be modified by increasing the fleet operating rate .02 (to \$.20) effective May 1, 2008 and by an additional .02 (to \$.22) effective May 1, 2010. Item 1987-28 will be modified by adding two sentences to read: The maximum number of 8 Commercial Representative –Collectors referred to above may be increased as noted below. The Company shall fill up to an additional 4 Commercial Representative-Collectors positions by June 1, 2008 to be assigned through a temporary posting. The

Company may post for up to an additional 4 Commercial Representative-Collectors to be assigned through an annual temporary posting in each subsequent year of the Labor Agreement prior to the end of the winter rules period as defined by PSC regulations.

9. The Company will add 12 Linemen/Linewomen, 5 Gas Mechanics, 9 Utility Workers, and 4 Clerical Assistants during the term of this labor agreement.
10. Article V (H) of the T&D, Article V (E) of the TOC and Article V (D) of the Part Time Labor Agreements shall be replaced with the following language:

An employee required to continue to work for a period of two hours or more beyond the scheduled quitting time shall be entitled to a meal furnished by the Company or a meal paid for by the Company and to an additional meal provided by the Company or meal paid for by the Company for each five hours worked thereafter.

An employee called out to work outside of the employees scheduled working hours, within the basic workweek, shall be entitled to a meal furnished by the Company or meal paid for by the Company for each five hours worked or meals missed if the call occurs within or runs through the following time periods:

5am to 9am  
11am to 1pm  
4pm to 7 pm

An employee called out for immediate duty outside of the employee's basic workweek shall be entitled to a meal furnished by the Company or a meal paid for by the Company after the first two hours, provided that the call occurs within or runs into the time periods described above, and another meal or meals provided by the Company or meal or meals paid for by the Company for every five hours thereafter. If the call does not occur within the time periods described above, the employee will be entitled to a meal provided by the Company or a meal paid for by the Company at five hours and every five hours thereafter.

An employee scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals within the time periods described above, thereby, shall be entitled to a meal provided by the Company or a meal paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as reasonably necessary to obtain and eat the meal. (See Exhibits 32 and 61)

If a shift or special schedule employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of the shift to be worked, and the job extends beyond the next normal meal within the time periods described above, the Company shall provide a meal provided by the Company or a meal paid for by the Company.

Additionally it is agreed to the following:

Exhibit 61 will be modified to be made applicable to the TOC and Part Time Agreements.

Existing grievances regarding meals will be withdrawn or settled based on applying this revised language.

In order to establish an appropriate level for the taxation of meal reimbursements as a fringe benefit the following is agreed to:

Effective January 1, 2009, all meal reimbursements during a calendar year will be treated as de minimis fringes and not subject to taxation until an employee is reimbursed for meals in excess of \$400.00 (i.e. \$400.01). Upon being reimbursed for meals in excess of \$400.00 the employee shall be taxed retroactively for all meals beginning with the first meal of the calendar year in question and continuing for the remainder of such calendar year.

In the event it is determined by a recognized authority the Company has not collected the correct amount of taxes for such meals the Company will adjust its policy to immediately correct the improper undercollection of such taxes.

11. Since May 1, 2005 all employees have been paid by electronic deposit. Following 2008 negotiations, the Company and Union will meet to discuss the delivery of the payroll deposit advice being delivered on an electronic basis.
12. Effective June 1, 2008, the current Engineering Drafter 2/C frozen under the terms of Exhibit 96 shall be unfrozen and provided the opportunity to progress pursuant to the terms of Article IV and Exhibit 96 of the Labor Agreement.
13. A new classification entitled Substation Technician has been created and the terms of the program and job specifications is attached as Exhibit C.
14. Items 4,5,6,10,11,12,13,14,15,16,18,19 of the 2003 Memorandum of Agreement will be placed in the benefits history book.
15. Items 17,53,54,55,56,58,62,71, 77 of the 2003 Memorandum of Agreement will be added to the Supplemental Agreements.
16. The grievance settlements of Grievance 2005-78 and 2005-82 will be added as an Exhibit in the Labor Agreement.
17. The Company and Union will meet following the 2008 labor negotiations to discuss the Clerical Assistant part time agreement and decide what modifications should be made to such agreement and advisability of including the Exhibit as a supplemental agreement in the Labor Agreement.
18. The Company will provide employees assigned to the Automotive and Hydraulic function (Chief, First Class, Second Class, Third Class, and Helper) 11 uniforms and 2 jackets on a weekly basis. Item 1977-32 will be amended to read: With the understanding that no precedent is established for the treatment of other jobs, the Company will reimburse the employees in the classifications of Automotive and Hydraulic Mechanics, Chauffeur Mechanics, Chief Working Mechanic, Automotive and Hydraulic Partskeeper, and Garage Helper, up to \$7.50 per week, for cotton or flame retardant uniform rental and cleaning expenses actually incurred by the employee. The Company will not

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reimburse the employees for the rental and cleaning expenses of uniforms that are non-cotton or non-flame retardant.

19. The Company will provide employees assigned to the Automotive and Hydraulic automatic progression series with an increase to the annual tool allowance. Item 1981-28 shall be amended to read: The Company will reimburse the Automotive and Hydraulic Mechanics annually (May 1 to April 30) for the purchase of new tools upon presentation of proof of purchase as follows: \$300.00 for each 1/C and 2/C such Mechanic and \$200 for each 3/C such Mechanic without any accumulation for any unused such allowance. The provisions of Article V, Paragraph I of the Working Agreement, will remain in effect. The Company will remove from the Tool List (Exhibit 35 of the Supplemental Agreements of said Working Agreement) those tools available from standard stock. (See Exhibit\*35, 1969-M\*45 and 1987\*56).
20. The following classifications are subject to job site reporting: Project Construction, Electrician, Construction Maintenance, Communication Technician, Relay Technician, and Substation Technician. This proposal specifically excludes any reference to digest items 1987-M30 page 386, 1977 +20 page 370 and 1991 – M40 page 392 of the Labor Agreement. Employees who are directed to a job site or to an alternate headquarters will receive the payments outlined below based on assignment. The flat amounts shown will be paid as additional wages. The table below is applicable to the following classifications: Project Construction, Electrician, Communication Technician, Relay Technician, Substation Technician, and Construction Maintenance.

Effective May 1, 2008

<u>Miles from Permanent Headqtrers</u>	<u>Daily Payment</u>
0 – 10 miles	<u>\$8</u> plus mileage & tolls
Greater than 10.0 – 15 miles	<u>\$16</u> plus mileage & tolls
Greater than 15.0 – 20 miles	<u>\$24</u> plus mileage & tolls
Greater than 20.0 – 25 miles	<u>\$31</u> plus mileage & tolls
<u>Greater than 25.0 – 30 miles</u>	<u>\$38</u> plus mileage & tolls
<u>Greater than 30.0 – 35 miles</u>	<u>\$45</u> plus mileage & tolls
<u>Greater than 35.0 miles</u>	<u>Article V G (\$80)</u>

In no case shall the total daily reimbursement payments exceed the provisions of Article V G.

21. The hourly pay rates will go to two decimals. Any current pay rate at .001 up to and including .009 shall be rounded up to the next penny.
22. If an employee's time sheet needs to be changed, the employee shall be notified of the reason for such change and the impact of such change. The Company will attempt to provide such notification prior to the issuance of the payroll advice.
23. The Company will continue to notify employees of the results of their drug test and agrees to do so in an expeditious fashion following the receipt of the results from the Medical Review Officer.
24. Article VIII, I Paragraph 6 (TOC and T&D), Article VIII, I (Part-time) shall be amended by removing the following sentence "Such personal time, in whole or in part, shall not be used to extend the vacation period." In addition, the second sentence of Article VIII, I Paragraph 6 of the T&D agreement will be amended and expanded to two sentences to read: "Such time may be taken in increments of not less than two hours with the exception of one hour increments at the beginning or end of the work day". The parties confirm personal time may only be used for valid personal time reasons as stated in the labor agreement.
25. A new paragraph shall be added to Article IV C of the TOC agreement to read:

If an individual has been transferred to a new headquarters under this Article IV C and is still assigned to such new headquarters one year following the original transfer, the Company will post for such position seeking to assign an individual to such headquarters. In the event no one bids for such posting, the individual transferred will remain temporarily assigned to the headquarters under this Article IV C.

26. Article III, Paragraph Q of the T&D Agreement and Article III Paragraph O of the TOC Agreement shall be modified as follows:

Employees who, at the request of the Company, are sent outside of the existing Central Hudson franchise area to work on the property of another utility shall receive double time.

An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section Q (Section O in TOC). The maximum pay rate on a recognized holiday shall be double time plus 8 hours straight time regardless of the other company's holiday pay provisions. With respect to a holiday celebrated by the host utility and not celebrated by Central Hudson, pay will be at 8 hours straight time plus double time for all hours worked.

All other provisions and conditions, except as to the double time rate contained in this Agreement, shall apply to such work.

27. Item 1989-46 shall be amended to read: "the Company will agree to pay for up to 12 Local 320 members in future labor negotiations."
28. Item 1979-18 will be amended to read as follows: The Kingston, Newburgh, and Fishkill headquarters will each be staffed by no less than one Maintenance Worker 1/C. When a Maintenance Worker 1/C is assigned to painting of such headquarter facilities (other than incidental painting) exclusive of Poughkeepsie, the employee will be upgraded to pay group 16, in accordance with Article VC of the TOC agreement. This response shall supersede the third step response in Grievance 83-109. (See 1985-M\*52). The

Maintenance Worker 2/C currently being upgraded (138.6) at South Road shall be permanently assigned to the position of Head Cleaning Worker (138.6) effective May 1, 2008. The job classification of Head Cleaning Worker (138.6) shall be removed from the Part-time labor agreement and placed in the TOC labor agreement.

29. Paragraph 16 of Exhibit 118 shall be amended to read: An agility test for Electricians 3/C has been established. Such test includes 4 tasks consisting of climbing steel, drilling a hole in the steel, hanging grounds, and operating a switch. Such agility test will be administered jointly by the Union and the Company and will be given to the Electricians at 6 months time in grade. An employee who fails such agility test will be reassigned to the job classification and pay step and headquarters from which the employee entered the program and will be considered ineligible for future training in the Electrician progression series.
30. The second paragraph of Article IV F 3 (T&D) and IV E 3 (TOC) shall be amended to read as follows: Applicants who have marked their bid form to indicate that they are applying for the posted position only for the purpose of achieving a “holding mark only” (“HMO”) status shall not be offered such position. Each employee shall be allowed to apply for a posted position for a holding mark only (“HMO”) status once during a calendar year, with the following exception. Applicants who are applying for positions covered under Exhibit 3 (Chief, Working Foreman/Forewoman or Commercial Specialist) shall be allowed to bid for these positions on an HMO status and such applications shall not count as the one HMO allowance during the calendar year.
31. During the term of the Labor Agreement the parties agree to meet to discuss creating a Gas Capital Construction Program. However, prior to any such meeting, one of the parties must submit a proposal to the other for discussion at the initial meeting. The maximum number of representatives will be four from the Union and four from the Company.

32. The following language will be added to paragraph 7 in Exhibits 106, 107, and 108 of the labor agreement as it pertains to the accrual of vacation during a family care leave of absence: “In no event will any employee forfeit more than four months of vacation accrual for a 6 month leave of absence”. Any employee’s record that was incorrectly debited for more than 4 months vacation on a 6 month leave of absence will be corrected.
33. The Company agrees to provide laundry service for flame resistant coveralls currently issued to the gas department. Both parties agree that the Company will convert the current clothing rental program to a vendor managed clothing before January 1, 2009. A committee consisting of four union and four management employees will be appointed to implement the program.
34. Effective May 1, 2008 the pay groups for certain classifications will be changed as indicated in this item for individuals hired on or after May 1, 2008. In addition, other job classifications will be eliminated as noted in this item for individuals hired on or after May 1, 2008. Commercial Representative – Junior Meter Reader (207.5) shall be eliminated. Clerical Assistant Third Class (406.3) and Clerical Assistant Second Class (406.2) shall both be eliminated. Commercial Representative – Meter Reader (207.4) shall be in Pay Group 11. Clerical Assistant First Class (406.1) shall be in pay Group 9. Accounting Technician First Class (405.6) shall be in Pay Group 13.1, Accounting Technician Second Class (405.5) shall be in Pay Group 11 and Accounting Technician Third Class (405.4) shall be in Pay Group 9. Customer Service Representative First Class (350.1) and Customer Service Representative First Class Part Time (350.5) shall be in Pay Group 16.1. Customer Service Representative EH (350.0) shall be in Pay Group 17. Customer Service Representative First Class Bilingual (350.8) shall be in Pay Group 17. Customer Service Representative First Class EH Bilingual (350.9) shall be in Pay Group 17.1. Effective May 1, 2009 the pay groups for certain classifications will be changed as indicated in this item for individuals entering such classifications on or after May 1, 2009 and who were employed on or before April 30, 2008. Effective May 1, 2008 Commercial Representative –

Junior Meter Reader (207.5) shall be eliminated, and Clerical Assistant Third Class (406.3) and Clerical Assistant Second Class (406.2) shall both be eliminated. Effective May 1, 2009 Commercial Representative – Meter Reader (207.4) shall be in Pay Group 11 for new entrants (employed on or before April 30, 2008). Clerical Assistant First Class (406.1) shall be in pay Group 9 for new entrants (employed on or before April 30, 2008). Accounting Technician First Class (405.6) shall be in Pay Group 13.1, Accounting Technician Second Class (405.5) shall be in Pay Group 11 and Accounting Technician Third Class (405.4) shall be in Pay Group 9 for new entrants (employed on or before April 30, 2008). Customer Service Representative First Class (350.1) and Customer Service Representative First Class Part Time (350.5) shall be in Pay Group 16.1 for new entrants (employed on or before April 30, 2008). Customer Service Representative EH (350.0) shall be in Pay Group 17 for new entrants (employed on or before April 30, 2008). Customer Service Representative First Class Bilingual (350.8) shall be in Pay Group 17 for new entrants (employed on or before April 30, 2008). Customer Service Representative First Class EH Bilingual (350.9) shall be in Pay Group 17.1 for new entrants (employed on or before April 30, 2008).

35. The job classification of Utility Worker (103.2) has been revised and is attached hereto as Exhibit E.
36. Attached hereto as Exhibit G are several documents and agreements relating to various line programs in the labor agreement
37. Exhibit 124 will be amended by adding a new Paragraph H to Section III B, which will read: With the approval of the employee's supervisor, a callout will not be charged to an employee's record if the employee cannot respond (CNR) within the Company's indicated time.
38. The Company and Union will meet by September 1, 2008 for the purpose of reviewing and possibly modifying the examination given for the position of Accounting Technician 3/C.

39. Exhibit 1 of the Labor Agreement shall be amended and restated as follows:

This policy regulates coffee stops for crew or individuals who customarily work away from a headquarters building. Its intent is to permit such employees to pick up coffee in route to a job site and to consume coffee in route to or at the work location, without taking an excessive time from work or adversely affecting customer or public relations.

1. Employees will be permitted to drink coffee throughout the day that they have brought along to work.
  
2. Whenever possible the number of vehicles in the vicinity of one coffee establishment shall not exceed two. However, where alternate coffee establishments are not available on the route to a job, the maximum number of personnel and vehicles permitted in the vicinity of a coffee establishment at one time shall be those assigned to one job.
  
3. There are occasions (i.e. switching orders, scheduled shut downs) when crews will be unable to make a stop at a coffee establishment and observe all the provisions of this policy. In such cases if a worker and a vehicle can be spared without impeding the work, the person in charge may send one employee a reasonable distance to the nearest place to obtain coffee for the crew.

40. The following changes will be made to the health benefit plans and a summary of the changes is attached hereto as Exhibit F:

- a. Effective August 1, 2008, a new Preferred Provider Organization (the "Union PPO") will be offered to members of the bargaining unit on a voluntary basis. The Union PPO will be the same plan as the one currently available to the management organization, except as modified in this paragraph (a). In addition, the restructured Point of Service Plan ("New POS") currently available to the management organization will be offered to members of the bargaining unit on a voluntary basis. Effective August 1, 2008, both the Union PPO and New POS shall be modified by changing the minimum co-payment to \$10 per script and the inpatient hospital co-payment will be changed to \$300. The current Indemnity Plan and the Point of Service Plan ("POS Champion") and prescription drug plan that bargaining unit members are enrolled in will continue to be offered to bargaining unit employees without any change to the Plan provisions.
  
- b. Effective August 1, 2008, a new Dental Plan ("New Dental") and Vision Plan ("New Vision") will be offered to members of the bargaining unit on a voluntary basis. The details of these plans are attached in Exhibit F. The current Dental Plan ("Old Dental") and Vision Plan (Old Vision") that bargaining unit members are enrolled in will continue to be offered to bargaining unit employees without any change to the Plan provisions.
  
- c. Employees shall be able to choose to participate in one of the following health care plans offered by the Company, i.e., the Union PPO plan, the current Indemnity plan, the New POS plan, and the POS Champion plan. Employees shall be able to participate in either the New Dental plan or the Old Dental plan offered by the Company. Employees shall be able to participate in either the New Vision plan or the Old Vision plan offered by the Company.

- d. All employee contributions for health care will be processed on a pre-tax basis through the premium expense account in the Flexible Spending Account (FSA).
- e. Effective August 1, 2008, the contributions made by employees who elect to participate in the Union PPO plan shall be 21% of the then current cost of the management PPO plan, New Dental plan, and New Vision plan. The cost of the plans will be recalculated once per year to reflect the cost experience of the management PPO plan for the prior twelve month period ending August 31 of the then current year. Effective January 1, 2009 the contributions made by employees for health care shall be 22% of the then current cost of the management PPO plan, New Dental plan, and New Vision plan. Effective January 1, 2010 the contributions made by employees for health care shall be 24.5% of the then current cost of the management PPO plan, New Dental plan, and New Vision plan. Effective January 1, 2011, the contributions made by employees for health care shall be 25% of the then current cost of the management PPO plan, New Dental plan and New Vision plan. In calculating the cost differences between the cost of the management PPO plan and other medical plans offered by the Company, the cost calculation for the management PPO plan will be based on the plan design in effect on May 1, 2008 for the management PPO plan.
- f. Individuals who elect to participate in the POS Champion Plan, the Indemnity Plan, or the new POS Plan will make (i) contributions in accordance with paragraph (e) above, and (ii) additional contributions to pay the full amount of the difference between the cost of the management PPO plan and the cost of the other medical plan selected by the employee (POS Champion, Indemnity, or New POS). Individuals who elect to participate in the Old Dental Plan will make (i) contributions in accordance with paragraph (e) above, and (ii) additional contributions to pay the full amount of the difference between the cost of the New Dental Plan and the Old Dental Plan. Individuals who elect to participate in the Old Vision Plan will make (i) contributions in

accordance with paragraph (e) above, and (ii) additional contributions to pay the full amount of the difference between the cost of the New Vision Plan and the cost of the Old Vision Plan.

- g. Effective August 1, 2008 employees enrolled in the Union PPO plan only will be transitioned to the new contribution schedule set forth in paragraph (e), provided that any employee who will experience an increase in contributions greater than \$10 per week will be limited to a maximum increase of \$10 per week as measured from the 5/1/08 annualized contribution being made under the former 3% of base salary contribution and the new 21% cost schedule set forth in paragraph (e) (including medical, dental and vision). Effective January 1, 2009 such maximum increase will be \$20 per week as measured from the 5/1/09 annualized contribution that would have been made under the former 3% of base salary contribution and the new 22% cost schedule set forth in paragraph (e) (including medical, dental and vision). Effective January 1, 2010 such maximum increase will be \$30 per week as measured from the 5/1/10 annualized contribution that would have been made under the former 3% of base salary contribution and the new 24.5% cost schedule set forth in paragraph (e) (including medical, dental and vision). All employees shall be fully transitioned to the new contribution schedule by January 1, 2011.
- h. Employees will have the opportunity to enroll in any one of the three coverage levels and will pay the associated cost of the chosen membership in accordance with paragraphs (e) and (f). The coverage levels offered shall be Individual, and the Individual plus 1, and Family.
- i. The lifetime maximums for active employees and pre-65 retirees enrolled in the Union PPO plan and the new POS plan will be increased to \$1.3 million per covered individual. The lifetime maximum for post 65 retirees shall be increased to \$300,000 per covered individual.

- j. The Company will arrange for a minimum of 2 vendors to meet with the Joint Benefits Committee within 6 months following ratification of the labor agreement to discuss Long Term Care Insurance and Supplemental Disability Insurance. The Union will have the option to select a long term care plan, supplemental disability plan, or both, with a vendor of their choice that will be offered to the employees at the employee's expense. If the number of employees wishing to participate in either of the programs is insufficient to satisfy any minimum participation level required by the programs, neither the Union nor the Company shall be under any obligation to implement or continue the program until the required minimum participation level(s) are met. The only expense the Company will incur is arranging for contributions to be taken through payroll deduction including electronic funds transfer.
- k. The Joint Benefits Committee shall meet at the request of either party but no less than on a semi-annual basis to discuss benefits issues, trends, and problems. The Company shall share all benefit data received from their carriers or other sources that affect or may affect members of the bargaining units. The Company shall make the Carriers available to the Union at such meetings at the Union's request. The feasibility of changing the eligibility provisions to include domestic partners shall be investigated and priced.
- l. Effective January 1, 2009 the Union, on behalf of its entire membership, shall have the option to withdraw or re-enter from the health care plans and optional benefits portion of the Central Hudson benefits program. Notice must be given to the Company by August 1<sup>st</sup> prior to the year the withdrawal or re-entry is to be effective.
- m. In the event the Union withdraws its active members from the Company sponsored health care plans (medical, dental and vision) the Company will make a payment to the health care vendors the Union has selected for the charges (claims and administrative) incurred in the Union's plan by the employees and their dependents. Such payment

will be made directly to the appropriate health care vendor (medical, dental, vision) upon satisfactory proof of applicable charges. In no event will the medical care component payment exceed the per participant charges the Company is paying for the employees in the management PPO plan. In no event will the dental care component payment exceed the per participant charges the Company is paying for the employees in the management PPO plan. In no event will the vision care component payment exceed the per participant charges the Company is paying for the employees in the management PPO plan. For example, if the Company's gross cost for medical, dental, and vision components in the management health care plan is \$10,000 per participant in 2009, the employees will pay \$2,200 as a contribution (22% of cost) and the Company's net cost will be \$7,800. The Company would pay a maximum of \$7,800 towards the cost of the Union's plans. The Company's payment towards the expenses incurred in the Union's plans shall only be made if the Company is entitled to a tax deduction for such payments.

- n. In the event the Union withdraws from the Company sponsored health care plan, the Company will continue to deduct health care contributions from each employee at the annual rate the Union instructs the Company to withhold.
- o. The term "future retiree" refers to employees who retire during the term of this Labor Agreement. Such persons shall be considered as retirees after the term of this Labor Agreement.
- p. Nothing contained in this Memorandum of Agreement shall constitute, or be construed as, an agreement between the parties regarding persons who have retired prior to May 1, 2008.
- q. Eligibility for health care in retirement for future retirees shall be 10 years of continuous service or age 65; eligibility shall no longer require 10 years of participation in the health care plan.

- r. Effective August 1, 2008 the Union PPO shall be offered to future retirees. In addition, the restructured Point of Service Plan ("New POS") currently available to the management organization will also be offered to future retirees from the bargaining unit on a voluntary basis. The details of the plans are attached to this document as Exhibit F. The current Indemnity Plan and Point of Service Plan ("POS Champion") and prescription drug plan that bargaining unit members are enrolled in will continue to be offered to future retirees from the bargaining unit without any change to their provisions.
- s. Effective August 1, 2008 the contributions made by employees who retire during the term of this Labor Agreement for health care shall be 21% of the then current cost of the management PPO plan and New Dental plan. The cost of the plans will be recalculated once per year to reflect the cost experience for the prior twelve month period ending August 31 of the then current year. Effective January 1, 2009 the contributions made by employees who retire during the term of this Labor Agreement for health care shall be 22% of the then current cost of the management PPO plan and New Dental plan. Effective January 1, 2010, the contributions made by employees who retire during the term of this Labor Agreement for health care shall be 24.5% of the then current cost of the management PPO plan and New Dental plan. Effective January 1, 2011, the contributions made by employees who retire during the term of this Labor Agreement shall be 25% of the then current cost of the management PPO plan and the New Dental plan. The cost of the management PPO plan and the cost of the New Dental plan will be determined for such retirees under age 65 using the experience of the active and pre 65 retiree group. The cost of the management PPO plan for such retirees who are or over 65 will be determined using the experience of the post 65 retiree group.
- t. Employees who retire during the term of this Labor Agreement (i.e., future retirees) who elect to participate in the POS Champion plan, the Indemnity Plan, or the New POS, will make (i) contributions in accordance with paragraph (s)

above, and (ii) additional contributions to pay the full amount of the difference between the cost of the management PPO plan and cost of the other medical plan selected by the retiree (POS Champion, Indemnity, or New POS). Individuals who elect to participate in the Old Dental Plan will make (i) contributions in accordance with paragraph (s) above, and (ii) additional contributions to pay the full amount of the difference between the cost of the New Dental Plan and the cost of the Old Dental Plan.

- u. Employees hired on or after May 1, 2008 shall not be eligible to participate in the Central Hudson Gas & Electric Corporation Retirement Income Plan.
- v. Employees hired on or after May 1, 2008 shall not be eligible to participate in the retiree life insurance program.
- w. Employees hired on or after May 1, 2008 shall not be eligible to participate in the retiree health program.
- x. Employees hired on or after May 1, 2008 shall participate in the Company's Savings Incentive Plan (401K). The Company will provide 50% matching contributions on the first 8% of salary that an employee defers.
- y. Employees hired on or after May 1, 2008 shall be automatically enrolled in the Company's Savings Incentive Plan at the 4% deferral level. Employees shall have the option to withdraw from the automatic enrollment program (within 30 days) in accordance with the terms of the plan.
- z. The Company match on the 401K plan for employees hired prior to May 1, 2008 shall be increased to 42% on January 1, 2009, 44% on January 1, 2010 and 46% on January 1, 2011 on the first 6% of base salary.

- aa. Effective July 1, 2008 the Company will establish a new Long Term Disability Plan ("LTD") for those employees who have 10 years of service with the Company. Employees with 10 years of service on July 1, 2008 as well as those who will achieve 10 years of service in the future will be automatically enrolled in the plan. The plan will be non-contributory for employees with 10 or more years of service. Employees with less than 10 years of service may voluntarily elect to participate on a contributory basis. Once an employee reaches eligibility for the Disability Retirement Plan (age 50 with 15 years of service) they will no longer be eligible for the LTD. Employees who will reach age 50 with 15 years of service by April 30, 2011 shall be grandfathered and covered by the terms of the current Disability Retirement Plan (see the provisions of the Disability Retirement Plan as described in the June 2006 Summary Plan Description). The terms of the LTD are attached to this document as Exhibit B.
- bb. On or before August 1, 2008, the Company will make a one-time contribution of \$60 to each bargaining unit employee's Flexible Spending Account. This contribution will be in addition to any \$45 contribution already made by the Company for 2008. If employees do not have an account, the Company will create an account for them. Any Company contribution not claimed through the normal claims process will revert to the Company in accordance with the terms of the plan.
- cc. Effective January 1, 2009, the Company will increase its \$45 annual contribution for employees enrolled in the Company's medical plan to matching contributions up to \$60 for individuals enrolled in the individual or couple coverage levels class and up to \$80 for individuals enrolled at the family coverage levels (eg. If an employee at the couple's coverage level contributes only \$40 the Company's contribution will be limited to \$40). Individuals may participate in the FSA (even though they do not participate in the Company's medical plans), but with no Company match.

- dd. Employees hired on or after May 1, 2008 will have one times salary as their life insurance coverage as active employees only. In the event the Company increases the life insurance for management employees hired on or after May 1, 2008, such coverage will be extended to the bargaining unit employees hired on or after that same date.**
  
- ee. Effective May 1, 2008 the Vision Plans will not be available to any individual retiring on or after May 1, 2008.**
  
- ff. Effective May 1, 2008, future retirees will have participation in the Old Dental Plan and the New Dental Plan available to them until such availability ends at their age 65. Effective May 1, 2011 the Old Dental Plan and the New Dental Plan will not be available to any individual retiring on or after May 1, 2011.**
  
- gg. Effective October 1, 2008, employees retiring after having attained the age of 57 shall be eligible to receive 24 payments of the current Social Security Supplement beginning at age 58.**
  
- hh. Effective May 1, 2008 employees retiring at age 57 will pay 100% of the cost of the health care plans until age 58. At age 58 the employees will go into the then existing contribution schedule for retirees age 58 or older.**
  
- ii. Surviving spouses of retirees will continue to be covered under the plans and they shall be required to make contributions at the appropriate levels as stated in the relevant sections of this paragraph 40.**

41. The Retirement Income Plan ("Plan") will be appropriately amended to effect the following:

Effective October 1, 2008, the "Supplementary Past Service Retirement Income" level of benefits will be revised for employees who will be age 50 by April 30, 2011, in accordance with the following new level of benefits formula:

- (1) The sum of (a) 1.40% of Average Earnings not in excess of \$43,000, and (b) 1.60% of such Earnings in excess of \$43,000 multiplied by
- (2) The number (not exceeding 55) of years of Service prior to October 1, 2008, excluding years of Service during which he or she was eligible to accrue a retirement annuity under the Group Annuity Contract or the Plan, but failed to do so, and reduced by
- (3) (a) the Past Service Retirement Income, as defined in Section 4.3 of the Plan, (b) the Supplementary Past Service Retirement Income, as presently defined in Section 4.4 of the Plan, and (c) that part of Future Service Retirement Income, as defined in Section 4.2 of the Plan, for the period prior to October 1, 2008.

For purposes of this new formula, Average Earnings shall, subject to applicable Federal Income Tax rules, be the sum of the following base rates of pay for each Member of the Plan divided by 3:

50% of the base rate of pay at October 1, 2008  
100% of the base rate of pay at October 1, 2007  
100% of the base rate of pay at October 1, 2006  
50% of the base rate of pay at October 1, 2005

In no event, however, will an employee receive less Supplementary Past Service Retirement Income for Service prior to October 1, 2008, than he/she would have received for such Service under the present provisions of the Plan.

- 42. Exhibit 114 of the Labor Agreement shall be amended in accordance with Exhibit D attached hereto.**
- 43. The current Clerical Assistant in Catskill shall retain that headquarters assignment until at least May 1, 2010.**
- 44. Cleaning Workers and Cafeteria Attendants will receive the same percentage wage increases as all other classifications.**

Exhibit BLong Term Disability Plan

The Company will provide the insured Long-Term Disability ("LTD") Plan currently in place for management employees to all classified employees effective August 1, 2008. This plan will cover all employees who do not meet the eligibility requirements of the Company's Disability Retirement Plan. Modifications to the Disability Retirement Plan are noted below.

The LTD Plan will provide a benefit to an employee who has been determined, by the insurance company, to be totally and permanently disabled. For employees with less than 10 years of service, the plan is voluntary and the employee will be responsible for the full cost of the plan (currently \$.228 per \$100 of salary). The benefit received will be 60% of salary as of the date of disability determination. Employees with 10 or more years of service are automatically enrolled in the plan with the Company paying the full cost of the premium. The benefit received will be 66 2/3% of salary as of the date of disability determination. There is a full offset to the benefits provided for any other benefits received (social security, workers compensation etc...) Employees eligible for benefits under this plan will be terminated from the Company upon being approved for receipt of benefits from the insurance carrier.

Employees who become totally and permanently disabled under the terms of the LTD plan will be provided health care coverage under the following terms. For employees with less than 25 years of service at the time of termination due to disability, health care coverage will be made available to employees for a period of 5 years following termination. Contributions will be on a 75% Company / 25% Employee cost share basis. For employees with 25 or more years of service, health care is provided for the employee's and surviving spouse's lifetime. Contributions will be on a 75% Company / 25% Employee/Surviving Spouse cost share basis.

Exhibit B (Cont'd)

Disability Retirement Plan

Effective May 1, 2011, for those employees who become eligible for the Disability Retirement Plan on or after May 1, 2011, the existing Disability Retirement Plan will be modified as follows. Determination of total and permanent disability will rest with the Company doctor. This determination shall be final and not subject to review. The amount of benefit or "base allowance" will continue to be calculated as defined in the Plan. However, the amount of this benefit will be capped at 70% of the employees base earnings on the October 1 coinciding with or immediately preceding the employee's date of disability. In no such event shall the 70% cap cause the employee's annual disability benefit to be less than the employee's actual annualized accrued benefit under the Retirement Income Plan as of the employee's date of disability. For employees who become eligible for the Disability Retirement Plan (50/15 plan) prior to May 1, 2011, the provisions of such Plan as described in the June 2006 Summary Plan Description shall remain in effect.

**EXHIBIT C**  
**SUBSTATION TECHNICIAN**

Establish a new job classification of Substation Technician. This will be an Automatic Progression job: 3/C – 1 year, 2/C – 3-1/2 years.

Initial Staffing - Staffing of this new group will be created by combining the Relay Group (numbers 108.1, 108.2, 108.3) and Communications Technicians group (numbers 107.1, 107.2, 107.3). Effective January 1, 2009, all existing Relay and Communication Technicians that were 1/C as of May 1, 2008 will have their rate of pay increased to Pay Group 21 top step only.

Job Duties - The job duties will be the combined duties of the Relay, Communication and Plant Technician classifications (excluding requirements for shift work) .

Additional Training – The additional training for existing Relay and Communications Technicians will be a combination of on the job cross training and classroom training. This training is expected to take up to two years to complete. The training will commence upon ratification of the Agreement. The Company will administer this additional training and make reasonable efforts such that all existing Relay and Communication Technicians 1/C will become qualified together, as a group and at the same time, into the new classification of Substation Technician. A qualifying test for Substation Technician will not be administered and will not be required for existing 1/C Relay or Communication Technicians.

The existing Relay Technician 2/C will, upon ratification of the Labor Agreement, be transferred to the Substation Technician classification, will be given a training guideline to outline the remainder of his progression, and will then continue the normal progression schedule for the Substation Technician classification.

Roving – The bottom 50%, by seniority, not to be less than 5 of this group will be Roving. Roving will only be in effect if the total number of Substation Technicians equals or exceeds 9. Any employee who held the classification of Relay Technician 1/C or Communication Technician 1/C as of 7/1/98 and is currently in the Relay or Communication Technician classification, is grandfathered and exempt from this roving agreement except where otherwise provided for in Exhibit 118 paragraph 14 and 15. Exhibit 118 of the Labor Agreement will be amended to include Substation Technician.

Exhibit C (Cont'd)

Rates of Pay: Effective January 1, 2009

Substation Technician 3/C Pay group 14

Substation Technician 2/C Pay group 17

Substation Technician 1/C Pay group 21

Headquarters – Existing Relay and Communication Technicians, will maintain their current headquarters that were already established through the post and bid procedure prior to this Labor Agreement, when merged into the new classification of Substation Technician.

Overtime –Substation Technicians, at each of their headquarters will be placed on a common overtime list after the qualifying period. Scheduled overtime lists will initially be established by seniority.

Additional Contract Modifications - Any references to the work of Relay, Communication and/or Plant Technicians in the existing Labor Agreement will be modified to include an additional reference to Substation Technician.

Title  
Substation Technician – First Class  
Job Specification No. 208.1

Title  
Substation Technician – First Class

DUTIES: Under general supervision to perform, record, analyze, and interpret the results of all tests required for the installation, operation and maintenance of all types of relays and associated equipment including all power line carrier, audio tone, PLC's, and HMI's used in protection and operation of substations and production facilities. To perform, record, analyze and interpret the results of all tests required for the installation, operation and maintenance of all types of radio communication, SCADA communication and all telemetering and control associated with such; to perform equipment and other tests of the highest complexity; to read and interpret electrical drawings; to train and direct Substation Technicians of lower classifications and to perform any related work as assigned.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least one year's experience as a Substation Technician Second Class or the equivalent. Must have a thorough working knowledge of the construction of, the theory of operation and of the application of all types of relays, regulators, network protectors, PLC's, HMI's, power line carrier, audio tone, radio communications, etc. and the operation and maintenance of all equipment associated with the operation and control of the Company's Substations and Production facilities. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:21

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

Title  
Substation Technician – Second Class  
Job Specification No. 208.2

Title  
Substation Technician – Second Class

DUTIES: Under general supervision to perform, when not extremely complicated, any electronic testing associated with the control and instrumentation systems at the Company's Substations and Production Plants; to record and analyze all the tests required for the installation, operation and maintenance of less complicated relaying, carrier, audio tone and substation voltage regulating devices; to read and interpret electrical diagrams for work within this classification; to assist a Substation Technician – First Class and to perform any related work as assigned.

NOTE: The maximum time in grade will be forty-two (42) months.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least one year's experience as a Substation Technician Third Class or the equivalent. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:17

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

Title  
Substation Technician – Third Class  
Job Specification No. 208.3

Substation Technician – Third Class

DUTIES: Under direct supervision to perform the least complicated work in connection with testing, adjusting and repairing of relays, radio, supervisory, electronic control and instrumentation equipment associated with the Company's Substation and Production facilities; to assist a Substation Technician of a higher classification and perform any related work as assigned.

NOTE: The maximum time in grade will be twelve (12) months.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and a knowledge of the basics fundamentals of electricity, good mechanical aptitude and the ability to absorb technical and electronic theory. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP 14

EFFECTIVE: May 1, 2008

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

EXHIBIT D

Exhibit 114 shall be modified as follows:

Exhibit 114

(07/01/98)

(Amended 5/1/2003)

(Amended 5/1/08)

The parties agree to maintain this Exhibit in order to protect the employment of employees who lose their driver's license and can no longer perform the full duties of their job classification.

For the purpose of this program only, the Company is willing to permit a full-time employee of the Company whose driver's license has been suspended/revoked to transfer to another position (of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C, Tester 3/C or Clerical Assistant) until the employee's driver's license is restored. In addition, employees losing their driver's license shall not be included in any callout list. Employees who lose or have their driver's license suspended/revoked for other than medical reasons (which are unrelated to substance or alcohol abuse) will be assigned to one of these positions under the following conditions:

1. Consistent with the operating needs of the Company, a limited number of positions of Cleaning Workers at South Road shall be made available. If because of such limitations, no such position is available to such an employee, the Company and Union shall mutually agree on an alternate assignment that can be performed in Pay Group 10, where the requirement to have a driver's license can be waived.
2. Except as otherwise provided in paragraph 1 above, employees will be assigned to the classification of Cleaning Worker at South Road at Pay Group 10 (Step 3) if the position from

which the employee comes is in Pay Group 10 or greater otherwise at the existing Pay Group, with a 40-hour basic workweek and the benefits of a full-time employee. An employee so assigned will be paid at Pay Group 10 for a period of three (3) years after which the pay will be reduced to the rate for Cleaning Worker (139.1) or the rate for whichever job to which they have been assigned. During such assignment, the requirement to have a valid driver's license will be waived.

3. Such employees may be assigned to a work schedule in accordance with the job specification to which assigned and the Labor Agreement.
4. Employees who have their driver's license restored within two (2) years of the suspension/revocation shall be returned to their former classification, headquarters and pay applicable thereto. After two (2) years, the employee must bid a classification to be transferred out of the position they were placed in.
5. Any employee who has his/her driver's license suspended/revoked a second time in his/her career shall be assigned to the classification of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C, Tester 3/C, or Clerical Assistant and pay applicable thereto. Any such employee who had his/her driver's license suspended/revoked a second time will not be returned to his/her former classification except through the post and bid procedure.
6. Any employee who has his/her driver's license suspended/revoked a third time may be discharged.

7. Any such employee who elects not to transfer to the position of Cleaning Worker, Cafeteria Attendant, Customer Service Representative 3/C , Tester 3/C or Clerical Assistant shall be subject to discharge.
8. The TOC job specification of Cleaning Worker is not required to have a valid driver's license. Cleaning Workers who possess a valid driver's license may be assigned to operate a Company vehicle to perform duties consistent with their job specification. All of the job specifications, except Cleaning Worker will be amended to include the following language: Must possess and maintain a valid driver's license.

If a long-term employee has not maintained a driver's license, the Company will consider the circumstances of that employee and their job duties and will give consideration to waiving the license requirement for such individual.

9. Item 1977-M24 has been amended to include the following sentence: In the event a temporary position is posted as a result of backfilling a vacancy created by an employee losing their driver's license, such one-year period may be extended up to an additional year upon the mutual agreement of the Union Business Manager and the Company's Labor Relations Manager.
10. Employees who have had their driver's license suspended/revoked for reasons other than drug or alcohol violations may be transferred in accordance with the terms of Exhibit 114. However, such employee's pay shall not be reduced to the lower job level for a period not to

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exceed 90 days in order for the employee to deal with the appropriate authorities concerning the reinstatement of such driver's license. Such 90-day suspension of the pay reduction will be valid only as long as such employee notified the Company of such loss of license immediately following his/her knowledge of such loss.

11. The President of the Company and the President/Business Manager of Local Union 320 shall have the ability to mutually agree on any individual case in which circumstances warrant a suspension of the terms of this Exhibit. In the event this Exhibit is suspended, the individual shall be allowed to remain in his or her job classification without holding the necessary driver's license. In no event will the individual be allowed to remain in their classification more than 36 months without the license. If the individual does not have his/her license returned within the 36 month period, the terms of this Exhibit will become operative.

Exhibit EUtility Worker Agreement

1. The position of Utility Worker (103.2) is in pay group 11. Internal bids shall be accepted and the position shall be filled in accordance with the terms of the Labor Agreement. After the post and bid procedure is exhausted, candidates will be hired into pay group 7 (bottom step) and on the first six-month anniversary will be promoted to top step of pay group 7. On the first one-year anniversary of entering the position, the worker will be promoted to pay group 8. On each successive one-year anniversary they would be promoted to pay group 9, 10 and ultimately 11. (Top step only for groups 8, 9, 10, and 11).

2. a. Utility Workers not assigned to Operations Services, Project Construction or Line Clearance can rove to any permanent or temporary headquarters and will be eligible for mileage reimbursement as provided for in Article V P of the T & D Labor Agreement. Such reimbursement shall not exceed 18 months.

b. Utility Workers assigned to the Operations Services division will be subject to the roving requirements of the area to which they are assigned in accordance with +Exhibit 118 of the Labor Agreement (Electricians) and +Exhibit 112 of the Labor Agreement (Construction Maintenance).

c. Utility Workers assigned to the Project Construction Program or the Line Clearance Job Area Program will be subject to the roving requirements of the area to which they are assigned in accordance with +Exhibit 127 of the Labor Agreement (Project Construction Program) & +Exhibit 68 of the Labor Agreement (Line Clearance Job Area Program).

3. Utility Workers can be assigned to work an hour prior to the normal start time and up to 8 PM Monday to Friday, except when assigned to the Project Construction program which is covered under paragraph 5 below.

4. The Company will give no less than 48 hours notice to a Utility Worker when their hours of work or reporting location are changed. However, notifications for change in reporting locations for Utility Workers assigned to Operations Services will continue to be in accordance with +Exhibit 118 of the Labor Agreement (Electricians) and +Exhibit 112 of the Labor Agreement (Construction Maintenance).
5. Utility Workers assigned to the Project Construction Program will be subject to all the provisions contained in Exhibit 127 of the Labor Agreement.
6. Utility Workers may assist, as assigned, the Field Clerk/Storekeepers in the district storeroom under the direction and general supervision of a Field Clerk/Storekeeper. Utility Workers assigned to such storerooms are not subject to the pay group provisions contained in +Exhibit 64 of the Labor Agreement. In addition, Utility Workers can perform any work a crew typically performs in order to get a vehicle ready to leave the shop or prepare it for the next days work, not including safety checks.
7. Utility Workers can remain in the Utility Worker position for up to 5 years. If they have not bid out and been awarded another position after the completion of 5 years, the Company maintains the right to assign them to the next full time (40 hours/week) vacancy in the bargaining unit that the Company intends to fill through an outside hire after the post and bid procedure has been exhausted and for which, in the judgment of the Company after consultation with the Union, the individual is capable of performing the work. Such employee's pay will not be reduced below the top step of Pay Group 11. In the event there are 2 or more individuals awaiting such assignment after such 5-year period, the assignment will be made to the senior individual first.
8. Utility Workers will be required to obtain and maintain a Class A CDL.
9. Written notice of Utility Workers' work group and location assignments shall be given to the Union President & Business Manager no less than once every 6 months. Utility Workers may be assigned to work with a Splicing crew and perform the duties included in the Utility Worker's job specification.

10. The Parties have agreed to continue this Utility Worker Agreement for the term of the Labor Agreement commencing on May 1, 2008.
11. Digest Item 1965+30 (T&D) shall be modified as part of this Agreement to include a provision that "a utility worker shall be able to operate any and all power equipment he or she is trained and qualified to operate, including but not limited to the power take-off on Company vehicles and the dump mechanism on dump trucks, including loading, transporting and unloading equipment on a flatbed trailer, but excluding fifth wheel trailers. This item shall have no impact on \*Exhibit 121 of the Labor Agreement.
12. Scheduled overtime records and a callout system for such employees will be maintained at the headquarters to which such an employee has been roved for assignments greater than two consecutive weeks in duration. Overtime will be offered in accordance with the provisions of +Exhibit 17.
13. The Utility Worker job classification shall be added to +Exhibit 107 and be eligible for the Family Care Leave of Absence under the Local 320 T&D Agreement. The Utility Worker job classification shall be removed from the list of classifications under Exhibit 108.
14. Employees in the Utility Worker position will perform duties within their job specification and act as helpers to various classifications and work groups. The Utility Worker Job Specification (No. 103.2) will be amended to add the words "To operate equipment not specifically limited to operation by higher classified employees." Examples of work Utility Workers may perform or tools or equipment they may use that are not specifically listed in their job specification or included in other job specifications are flagging, operating a snow plow, driving a dump truck, picking up material (e.g. sand, gravel, etc...) taking away spoils from a job, operating a walk behind road cutter or ditch witch, operating a fork lift, feeding a chipper, repositioning a chipper, operating a chain saw, operating a cutting torch, operating jacks on aerial lift devices, testing for stray voltage and using all hand and hand power tools. This list is not intended to be all inclusive; rather, it is intended as a list of examples of the

work and equipment the parties intend to have the Utility Worker perform or use. Should a question or disagreement arise during the term of this Agreement, it shall be referred to the committee for resolution as described in paragraph 15 below.

15. A joint Company-Union Review committee shall be established, and shall meet at the request of either party, to resolve issues that arise from the implementation of this Agreement. This committee shall consist of not more than (4) representatives of Management and (4) representatives of Local Union 320. During the term of the trial agreement, any issue relating to this agreement shall not be subject to the grievance procedure but rather be submitted to this Review committee for discussion and resolution.

**Exhibit F**  
**2008 Health Benefits Program Changes & Additions**

The 2008 Central Hudson Benefits Program-----Page 3 (447)  
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**2008 Central Hudson Benefits Program**

**What’s New in 2008?**

Here’s what’s changing starting August 1:

***A New Medical Plan***

A new medical plan is being offered: the Preferred Provider Organization (PPO) plan. The new PPO plan offers the employee two levels of benefits—a higher level when a PPO network doctor or hospital is used and a lower level when out-of-network doctors and hospitals are used. The PPO plan does *not* require referrals from a primary doctor.

Also, the PPO will use the MVP regional network and a contracted nationwide network of doctors and hospitals. Therefore, employees will most likely not have to change doctors to benefit from in-network savings.

Also, a restructured Point of Service Plan (POS), which is currently offered to the management organization, will be offered.



The CHampion Point-of-Service (POS) Plan and the Indemnity Plan will continue, with no change in benefits.

#### *Contributions for Health Care Coverage*

Currently, contributions for medical, dental and vision care benefits combined, equal 3% of base salary. Beginning August 1, 2008:

- The employee will make separate elections for medical, dental and vision coverage. This provides added flexibility, in that the employee elects only the benefit coverage needed at the coverage level (Individual, Individual Plus One, or Family) required. The coverage level selected is applied to all benefit plans elected.
- There will be separate contributions for medical, dental and vision coverage.
- Contributions for medical, dental and vision coverage will equal 21% (22% effective 1/1/09, 24.5% effective 1/1/10 and 25% effective 1/1/11) of the Company's cost to provide these plans. The PPO will be the standard plan and employees will pay more to enroll in the CHampion POS Plan, the Indemnity Plan or the new POS Plan.
- The Company will limit the amount of annual increase to the PPO plan contributions until January 1, 2011, under the new cost-sharing schedule.

#### *Prescription Drug Changes*

The current structure of co-pays (\$10 generic, \$20 brand) will remain under the CHampion POS and Indemnity Plans. The PPO plan (and the restructured POS plan) will have a 75/25 co-insurance structure. In this structure, the employee will pay 25% of the cost of the prescription with the Company paying 75%. There is a minimum payment amount of \$10 at retail and a maximum payment at retail of \$125.

The CHampion POS and Indemnity Plans will continue with the current purchase of a three-month supply of mail order prescription drugs for the cost of a two-month supply, with the appropriate co-pay. Under the PPO Plan, the minimum payment for mail order is \$30 and the maximum amount will be \$375, paying for the full 90-day supply. The mandatory mail order requirement for all maintenance drugs is still in effect.

***Dental Plan Benefits***

The current dental plan (old plan) is unchanged.

A new dental plan is available, with the lifetime deductible eliminated and replaced with an annual \$50 per person deductible for all covered family members. The deductible will not apply to preventive care services.

The “step-up” in benefits (from 80% to 100%) available under the old plan, is eliminated in the new dental plan. Instead, dental benefits will be payable according to the schedule on page 13.

This new dental plan is the standard plan.

***Vision Care Plan Benefits***

The current vision plan (old plan) is unchanged.

A new vision plan is available, with the an increased co-pay from \$20 to \$25 for a doctor’s office visit. In addition, the plan requires a \$25 co-pay for materials purchased, such as contacts and lenses. Also, the plan will provide benefits for lens replacement every 24 months (currently every 12 months) to coincide with the frame replacement benefit.

This new vision plan is the standard plan.

***Health Care Coverage in Retirement***

An employee will retire with the same medical plan options available at the time of retirement.

Effective August 1, 2008 the PPO Plan will be offered to current retirees.

The retiree will pay 21% (increasing to 22% on 1/1/09, 24.5% on 1/1/10 and 25% on 1/11/11) of the premium for PPO medical coverage at the elected coverage level, with a full cost differential applied for any medical plan elected, other than the standard PPO.

Vision Plan coverage will terminate at retirement. Dental coverage will continue with current eligibility.

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## Participating in the Program

### Who Is Eligible

All employees are eligible to participate in the benefit programs noted in this document including health care (medical, dental, vision).

Eligible dependents can also be covered under the health care plans. Eligible dependents include:

- Spouse of employee
- Unmarried dependent children up to age 19, or up to age 23 if they are full-time students and dependent on the employee for more than one half of their support
- Physically or mentally disabled child of any age provided he or she is totally dependent on the employee for support

Eligible children include the employee's biological children, adopted or foster children, children placed with the employee for adoption or foster care, and stepchildren.

### Coverage Levels

Beginning August 1, 2008, employees will choose one of the following coverage levels for their medical, dental and vision care coverage:

- Individual
- Individual Plus One
- Family

### When Coverage Begins

There will be a special open enrollment period in the June-July timeframe. The choices made during the enrollment period will take effect on August 1, 2008, and will remain in effect until December 31, 2008.

If the employee gains a dependent during the year and they wish to add that dependent to coverage—for example, because of marriage, birth or adoption—they must do so within 60 days of the life event. Otherwise, the employee can only enroll these dependents during open enrollment.

**Cost of Coverage**

The employee and Central Hudson share the cost of the health care coverage, with the Company paying the majority of the cost. The amount the employee pays will be based on the plans and the coverage level selected. Please refer to page 15 for 2008 contribution rates.

Employees pay their share of health care costs on a “pre-tax” basis—meaning that the cost of the coverage is deducted from their pay before federal, state or local, Social Security and Medicare taxes are withheld. If so elected, contributions to the Health Care and Dependent Care Reimbursement Flexible Spending Accounts are also deducted from the employee’s paycheck on a pre-tax basis.

***Health Care Contributions for 2008***

Currently the employees pay one contribution for medical, dental and vision care benefits combined, equal to a percentage of your base salary. Beginning August 1, 2008:

- The employee will make separate elections for medical, dental and vision coverage. This provides the employee with added flexibility: They elect only the benefit coverage they need at the coverage levels (Individual, Individual Plus One, or Family) they require. The coverage level selected is applied to all benefit plans elected.
- The employee will make separate contributions for medical, dental and vision coverage.
- The contribution will no longer be tied to base salary. The contribution for medical, dental and vision will equal 21% (22% effective 1/1/09, 24.5% effective 1/1/10 and 25% effective 1/1/11) of the Company’s cost to provide this coverage. The PPO will be the standard plan and the employee will pay more to enroll in the Indemnity, CHampion POS or restructured POS currently offered to the management organization.
- The Company will limit the amount of annual increase to employees electing PPO plan contributions over the next two and one-half years under the new cost-sharing schedule.

**Limit on PPO Contributions for Transition Period Until January 1, 2011**  
**If an employee elects the PPO plan** and their health care contributions are expected to increase by more than \$10 weekly, beginning on August 1, 2008, the Company will limit the **increase** in the employee's contributions to \$10 per week, as measured from the 5/1/08 annualized contribution being made under the former 3% of base salary contribution and the new 21% cost schedule. Effective January 1, 2009 such maximum **increase** will be \$20 per week as measured from the 5/1/09 annualized contribution that would have been made under the former 3% of base salary contribution and the new 22% cost schedule set. Effective January 1, 2010 such maximum increase will be \$30 per week as measured from the 5/1/10 annualized contribution that would have been made under the former 3% of base salary contribution and the new 24.5% cost schedule. All employees shall be fully transitioned to the new contribution schedule by January 1, 2011. **Please note that the transition limit does not apply if the employee elects coverage under the CHampion POS, Indemnity or restructured POS.**

## **Medical Benefits**

The medical benefits are designed to provide the employee and their family with protection against the high cost of health care expenses. For 2008, the employee will have a choice of four medical options, plus the option to waive coverage.

### **Medical Plan Options**

- Preferred Provider Organization (PPO) Plan
- New Point-of-Service (POS) Plan
- Indemnity Plan
- CHampion POS Plan
- No Coverage

In general, all medical plan options cover the same services. The key differences between the plans are how much each pays toward medical bills, how much the employee will pay out of pocket during the year, and how much choice they have over when, where, and from whom they receive medical treatment.

Following are brief descriptions of the two new medical plan options.

## How the PPO Plan Works

In general, the new Preferred Provider Organization (PPO) plan will cover the same services as the current Indemnity and CHampion Point-of-Service (POS) and the new Point-of-Service (POS) plans. What may be different for the employee is how much they pay out of pocket for services and how they obtain medical care.

The PPO includes a network of doctors and health care facilities that participate in the MVP regional and contracted nationwide network. Each time the participant (employee or their covered family member) needs care, they have a choice: use a provider participating in the PPO networks (in-network), or use a doctor or hospital not participating in the networks (out-of-network).

- When an in-network provider is chosen, the participant will receive a higher level of benefits and pay less out of pocket. In addition, the plan pays benefits for certain preventive services not available outside the network. Also, in most cases, there are no claim forms to file. Unlike the Point-of-Service Plans, the participants do *not* need to obtain care or a referral from a primary care physician to receive in-network benefits.
- The participant will receive higher benefits in-network because these doctors have contracted with MVP in exchange for the opportunity to be part of the network. This means that network providers cannot charge more than the negotiated discounted rate for care. MVP continually monitors the quality of care patients receive and requires that in-network doctors meet certain performance standards.
- If an out-of-network provider is chosen, the plan still pays benefits, but the employee will pay more and need to file a claim form for reimbursement.

For a list of MVP network providers, visit [www.mvpselectcare.com](http://www.mvpselectcare.com). Select *Doctor Search; Physicians (or Hospitals, etc)*; select *ASO PPO*; the *State and County, Zip Code and Mile Radius*. A list of providers in the area will be accessible for printing. If the employee prefers, they may call MVP at 1-800-229-5851 for assistance with finding a network provider.

**The Annual Deductible.** A deductible will apply for both in-network and out-of-network services. If the participant uses in-network providers, each covered person must satisfy a \$400 deductible each calendar year (or \$1,200 for a family of three or more) before the plan pays for certain expenses. If the participant uses out-of-network providers, each covered person must meet a \$1,000 deductible each calendar year (or \$3,000 as a family of three or more) before the plan starts paying benefits.

**Coinsurance and copays.** The PPO pays benefits for most eligible expenses after the annual deductible is satisfied. The amount of benefits received depends on the provider used.

- If in-network providers are used, the participant will make the appropriate co-pay and be balance billed to meet the annual deductible. Once the annual deductible is satisfied; the participant will make only a co-pay. In some cases, the plan pays 80% coinsurance and the participant will pay 20% coinsurance instead of a co-pay. Charges for care received from network providers are based on negotiated rates.
- If out-of-network providers are used, once the annual deductible is satisfied, the plan pays 50% coinsurance for most eligible expenses, and the participant pays the other 50%. Charges for care received from out-of-network providers are based on Reasonable and Customary (R&C) amounts.

**Pay Attention to Reasonable and Customary Charges—They Can Cost Extra Money**

For services provided by or on behalf of an MVP network physician, the reasonable charge is an amount that does not exceed Negotiated Rates. (Negotiated Rates is the amount a network provider has agreed to accept from MVP as payment in full for covered services.)

For services provided by out-of-network providers, the maximum amount considered under the PPO for payment is Reasonable and Customary charges. MVP develops Reasonable and Customary charges taking into account pertinent factors, including:

- The complexity of the service
- The range of services provided
- The prevailing charge level in the geographic area where the provider is located and other geographic areas having similar medical cost experience.

To avoid paying charges that exceed R&C, be sure to receive care from in-network providers whenever possible.

**Out-of-pocket maximums.** To help protect the employee from the high cost of medical expenses, the PPO limits the total amount paid in any calendar year. Once the amount paid reaches the out-of-pocket maximum, the plan pays 100% of most remaining eligible expenses incurred for the rest of the year. If in-network providers are used, the out-of-pocket maximum is \$3,000 per person (maximum of \$5,000 per family). If out-of-network providers are used, the out-of-pocket maximum is \$6,000 per person (maximum of \$10,000 per family).

#### **How the New Point-of-Service Plan Works**

The new Point-of-Service (POS) Plan benefits depend on where the participant decides to receive care. Here's how it works.

- **First the participant must choose a primary care physician from a list of doctors in the MVP regional network. The primary care physician is the central resource for managing all the employee's medical care—treating the employee for illness or injury, referring the employee to specialists, scheduling hospital stays, and so on.**
- **Any time the employee or a family member needs medical care, there is a choice: Use a provider participating in the POS network (in-network), or use a doctor or hospital not participating in the network (out-of-network). The level of benefits is determined at the “point of service”—where the medical care is provided.**
- **When in-network providers are used, and the primary care physician authorizes the service or supplies, a higher level of benefits will be received with less out of pocket payment required. In addition, the plan pays benefits for certain preventive services not available outside the network. Also, in most cases, there are no claim forms to file.**
- **Higher benefits are received in-network because these doctors have contracted with MVP in exchange for the opportunity to be part of the network. MVP continually monitors the quality of care patients receive and requires that in-network doctors meet certain performance standards.**

If the participant uses an out-of-network provider, or the primary care physician doesn't first authorize the care, the plan still pays benefits, but at more cost to the employee.

For a list of MVP network providers, visit [www.mvpselectcare.com](http://www.mvpselectcare.com). Select *Doctor Search; Physicians* (or *Hospitals, etc*); select *ASO POS; State* and then insert the city and zip code of interest. A list of providers in the area will be accessible for printing. If the employee prefers, they may call MVP at 1-800-229-5851 for assistance with finding a network provider.

**The Annual Deductible.** A deductible will apply for both in-network and out-of-network services. If in-network providers are used and the primary care physician coordinates the care, each covered person must satisfy a \$250 deductible each calendar year (or \$750 as a family of three or more) before the plan pays for certain expenses. If out-of-network providers are used, each covered person must meet a \$500 deductible each calendar year (or \$1,500 as a family of three or more) before the plan starts paying benefits.

**Coinsurance and Co-pays.** The POS plan pays benefits for most eligible expenses after the annual deductible is satisfied. The amount of benefits received depends on whether in-network or out-of-network providers are used.

- When the primary care physician coordinates the care, the participant will be required to make a co-pay -- for example, there is a \$20 co-pay for visits to the primary care physician and a \$100 co-pay for emergency room care -- the participant will make the appropriate co-pay and be balance billed to meet the annual deductible. Once the annual deductible is satisfied; the participant will make only a co-pay. The plan pays 100% of the balance, for most eligible expenses.
- If out-of-network providers are used, the plan pays 80% coinsurance against the MVP negotiated in-network rate for most eligible expenses, and the employee will pay the other 20%. Again, for some services, the employee may be required to make a co-payment instead of paying coinsurance. The employee will be responsible for any and all charges above the negotiated rate. An annual deductible applies to most out-of-network services.

**Out-of-pocket maximums.** To help protect the employee from the high cost of medical expenses, the POS plan limits the total amount the employee must pay in any calendar year. Once the amount paid reaches the out-of-pocket maximum, the plan pays 100% of most remaining eligible expenses incurred for the rest of the year. The out-of-pocket maximum is \$3,000 per person (maximum of \$5,000 per family) combined in-network and out-of-network out-of-pocket expenses.

#### **How The Prescription Drug Benefits Work**

When the employee enrolls for medical coverage, they will automatically receive retail and mail order prescription drug benefits. Here are some key features of this benefit.

**Retail drugs.** As a PPO or POS plan participant, the employee will receive an identification card from MVP Select Care. Whenever their doctor prescribes medication, simply show the ID card at the pharmacy. The employee will pay 25% of the cost of retail prescriptions for up to a 30-day supply of medication, subject to a minimum and maximum amount. If the drug cost is less than \$10, the participant will pay the full cost of the drug. If the cost is \$10 or more, the participant will pay 25% of the cost or \$10, whichever is more, with the maximum amount per prescription at \$125.

**Mail order drugs.** The Medco mail order drug program provides a convenient, inexpensive way to buy maintenance drugs—that is, drugs taken on an ongoing basis for chronic conditions such as hypertension or diabetes. The employee must use the MVP contracted mail order provider (Medco) for drugs taken for 90 days or more. The employee will pay 25% of the cost of their mail order drugs for a 90-day supply of medication, subject to a minimum and maximum amount. If the 90-day supply drug cost is less than \$30, the participant will pay the full cost of the drug. If the cost is \$30 or more, the participant will pay 25% of the cost or \$30, whichever is more, with the maximum amount per prescription at \$375.

For new prescriptions, the employee will be required to complete and return a Medco By Mail Order Form (available on the Company Intranet or from Human Resources). The employee can obtain refills by visiting [www.medco.com](http://www.medco.com) online or by phone at 1-800-4REFILL (1-800-473-3455).

For information about how to use the mail order drug program, please contact Medco's Member Services at 1-800-716-3752.

<b>MEDICAL PLAN BENEFITS AT-A-GLANCE</b>				
*Charges are subject to Reasonable and Customary (R&C) amounts				
<b>Plan Feature</b>	<b>Preferred Provider Organization (PPO)</b>		<b>Point-of-Service Plan</b>	
	<i>In-Network</i>	<i>Out-of-Network*</i>	<i>In-Network</i>	<i>Out-of-Network*</i>
<i>Annual Deductible</i>	\$400 per person \$1,200 per family	\$1,000 per person \$3,000 per family	\$250 per person \$750 per family	\$500 per person \$1,500 per family
<i>Coinsurance</i>	20% of Negotiated charges (Unless otherwise noted)	50% of Reasonable and Customary charges	20% of covered charges (Unless otherwise noted)	20% of In-Network contracted rates
<i>Out-of-Pocket Maximum</i>	\$3,000 per person \$5,000 per family	\$6,000 per person \$10,000 per family	\$3,000 per person \$5,000 per family	
<i>Lifetime Maximum</i>	\$1,300,000 per family member under age 65 \$300,000 per family member age 65 or older		\$1,300,000 per family member under age 65 \$300,000 per family member age 65 or older	
<i>Wellness Care</i>	\$25 copay; no deductible	Not covered	\$20 copay PCP /\$35 Specialist; no deductible	Not covered
<i>Doctor's Office Visit</i>	\$25 Primary Care copay/ \$40 Specialist copay after deductible	50% after deductible	\$20 copay PCP \$35 copay Specialist. after deductible	20% after deductible
<i>Hospitalization</i>	\$300 copay after deductible	50% after deductible	\$300 copay after deductible	20% after deductible
<i>Routine Gynecological Visits (annual max 1/yr)</i>	\$25 copay Physician \$40 Specialist; no deductible	Not Covered	\$20 copay no deductible	Not Covered
<i>Routine Colonoscopy</i>	\$25 copay Physician \$40 Specialist; No deductible	50%; no deductible	Covered in full	20% after deductible
<i>Routine Prostrate Cancer Screening</i>	\$25 copay Physician \$40 Specialist; No deductible	50%; no deductible	Covered in full	20% after deductible
<i>Emergency Room</i>	\$100 copay (waived if admitted)	\$100 copay (waived if admitted)	\$100 copay (waived if admitted)	\$100 copay (waived if admitted)
<i>Surgery - Outpatient</i>	\$100 copay after deductible	50% after deductible	\$100 copay after deductible	20% after deductible
<i>Maternity Care (pre/post)</i>	\$25 copay; no deductible	50% after deductible	\$20 copay for office visits	20% after deductible
<i>Diagnostic X-ray</i>	\$40 copay after deductible	50% after deductible	\$35 copay after deductible	20% after deductible
<i>Chiropractic (spinal manipulations only - 12/yr)</i>	\$25 copay after deductible	50% after deductible	\$20 copay per visit after deductible	20% after deductible
<i>Home Health Care (up to 40 visits per year)</i>	\$40 copay after deductible	50% after deductible	\$35 copay per visit after deductible	20% after deductible
<i>Hospice Care (up to 210 days)</i>	Covered in full	50% after deductible	Covered in full	20% after deductible
<i>Skilled Nursing Care (up to 60 days)</i>	\$500 copay after deductible	Not covered	\$500 copay after deductible	Not covered
<i>Mental Health:</i> --Hospital stay (30 days/yr) --Physician visits (30 visits/yr) --Outpatient physician visits (60 visits/yr)	\$500 copay no deductible Covered in full \$40 copay after deductible	50% after deductible 50% after deductible 50% after deductible	\$500 copay no deductible Covered in full \$35 Specialist copay after deductible	20% after deductible 20% after deductible 20% after deductible
<i>Substance Abuse:</i> --Inpatient rehab (30 days/yr) --Inpatient detox (7 visits/yr) --Outpatient rehab (up to 60 visits)	\$500 copay after deductible \$500 copay no deductible \$25/\$40 copay after deductible	50% after deductible 50% after deductible 50% after deductible	\$500 copay after deductible \$500 copay no deductible \$20/\$35 copay after deductible	20% after deductible 20% after deductible 20% after deductible
<i>Prescription Drugs</i>	<i>Retail:</i> You pay 25% of the cost of a 30-day supply, up to a maximum of \$125; minimum amount you pay is \$10 <i>Mail Order Drug Program:</i> You pay 25% of the cost of a 90-day supply; up to a maximum of \$375; minimum amount you pay is \$30			

**Dental Options**

- Old Dental Plan
- New Dental Plan
- No Coverage

***The New Dental Plan***  
**(Standard Plan)**

The New Dental Plan covers a wide range of dental services and supplies, including preventive and diagnostic care and major services. The plan also covers orthodontic care for the employee and their covered dependents up to age 19.

The employee can choose dental coverage under one of the coverage levels: Individual, Individual Plus One or Family. Or they can waive coverage. The coverage level selected must be the same as other elected benefit plans.

**Dental Plan Benefits**

With this plan, the participant can use any dentist they wish. However, the plan includes the Delta Dental Premier Network. If the participant uses a dentist in the Premier Network, they can lower their out-of-pocket costs for dental care by taking advantage of their lower, negotiated rates. A listing of these participating dentists may be found at [www.midatlanticdeltadental.com](http://www.midatlanticdeltadental.com) or the employee may contact Delta Dental at 1-800-471-7091.

Regardless of the dentist used, once the employee or their covered family members satisfy an annual \$50 deductible, the plan pays a percentage of the covered dental care for the year. The deductible does not apply to preventive care services, such as routine cleanings and x-rays.

Please note that starting in 2008 the deductible is an annual deductible, which means that the deductible must be met each year before the plan pays benefits. The previous lifetime deductible is being eliminated and does not apply toward the annual deductible.

If the non-emergency eligible expenses are expected to exceed \$300, the dentist must submit a "Treatment Plan" to Delta Dental for charges to be covered. A Treatment Plan is a report from the dentist that lists the recommended services, shows the charge for the services, and is accompanied by x-rays.

The Dental Plan pays up to \$1,600 in dental benefits per person each calendar year.

<b>The New DENTAL PLAN BENEFITS AT-A-GLANCE</b>	
<b>Plan Feature</b>	<b>Plan Benefits*</b>
<i>Annual Deductible</i>	\$50 per person
<i>Diagnostic and Preventive Services</i>	Plan pays 100% of charges (no deductible)
<i>Basic Restorative Services</i>	Plan pays 80% of charges after deductible
<i>Major Services</i>	Plan pays 80% of charges after deductible
<i>Orthodontia (for employee and covered dependents up to age 19)</i>	Plan pays 50% of charges after a \$50 orthodontic deductible, maximum of \$3,000 per lifetime
<i>Maximum Annual Benefit</i>	\$1,600 per person each calendar year
<p>*Charges by a participating Delta Dental Premier Network dentist will not exceed the negotiated charge. When you receive care from a non-Delta dentist, the Plan pays based on Reasonable and Customary charges and you will be responsible for your coinsurance amount plus 100% of the charges that are over Reasonable and Customary amounts.</p>	

**Vision Care Options**

- OldVision Care Plan
- New Vision Care Plan
  - No Coverage

**The New Vision Care Plan  
(Standard Plan)**

The employee can choose vision care coverage under one of the coverage levels: Individual, Individual Plus One or Family. Or they can waive coverage. The coverage level selected must be the same as other elected benefit plans.

The Vision Care Plan, which is provided through Vision Service Plan (VSP), helps pay for eligible vision care expenses, including eye exams, lenses, frames, and contact lenses. Here are the key features of the plan:

- If a VSP provider is used, the plan pays 100% for the cost of routine eye exams after a \$25 co-pay. The plan also pays 100% for the cost of certain eyeglass frames and lenses after a \$25 copay. To find a VSP provider, call VSP Customer Service at 1-800-877-7195. Or, visit VSP's web site at [www.vsp.com](http://www.vsp.com) and use the Doctor Directory.
- Under the plan, providers outside the VSP network can be used. The plan pays out-of-network benefits according to a pre-determined schedule. The participant pays the full cost of the eye exam, eyeglasses or contact lenses and then files a claim for reimbursement.
- The plan provides for annual exams once every 12 months, and for new eyeglass frames and lenses, including contact lenses, once every 24 months.

THE VISION CARE PLAN BENEFITS AT-A-GLANCE		
Plan Feature	Using a VSP Provider	Allowance from Plan Using a non-VSP Provider
<i>Eye Exam (every 12 months)</i>	Plan pays 100% after \$25 co-pay	Up to \$40
<i>Eyeglass Lenses (every 24 months)</i>	Plan pays 100% after \$25 co-pay	Up to \$35 for single vision Up to \$52 for bifocal Up to \$65 for trifocal Up to \$80 for lenticular
<i>Eyeglass Frames (every 24 months)</i>	Plan pays 100% after \$25 co-pay (covers a wide selection of frames)	Up to \$45
<i>Contact Lenses (every 24 months):</i> • <i>Medically necessary*</i> : • <i>Elective**</i> :	\$25 co-pay \$25 co-pay - \$105 allowance	Up to \$210 Up to \$105
<i>Laser Vision Correction</i>	Discounted service	Not covered
* Medically necessary contact lenses must be prescribed by a VSP doctor for certain conditions.		
** Elective benefits apply anytime contacts are chosen in lieu of glasses.		

## 2008 Contribution Rates

2008 Health Care Plans – Weekly Contribution Rates								
Coverage Level	PPO	POS	CHPOS	IND	New Dental	Dental	New Vision	Vision
Individual	\$13.74	\$32.04	\$21.22	\$22.57	\$1.65	\$2.56	\$.37	\$.50
Individual Plus One	\$27.49	\$64.10	\$43.80	\$46.49	\$3.05	\$6.01	\$.65	\$1.34
Family	\$35.74	\$83.34	\$194.04	\$189.16	\$4.40	\$24.11	\$1.18	\$4.41

## Health Care in Retirement

There are also several changes to the retiree health care program that will impact all employees retiring on or after August 1, 2008:

- First, the employee will elect one of the medical plans i.e.: current Indemnity Plan, CHampion POS, new POS or PPO plan.
- Second, the contribution schedule is changing to a percentage of the premium, at age 60, rather than a percentage of pension. Age 60 contribution will change to 21% of premium effective May 1, 2008, 22% of cost effective January 1, 2009, 24.5% on January 1, 2010 and 25% on January 1, 2011. See the schedule on page 16 (464).
- Third, a “cap” on the amount Central Hudson will pay toward the cost of coverage for retirees and dependents age 65 and older is being added. Once the yearly average medical cost for post-65 coverage reaches the cap of \$9,333 per person per year, the increase in the contribution will go from 25% to 100% of the dollar increase. At the current pace of medical cost inflation, it is anticipated that the cap will not be reached for another 8 to 10 years.
- Fourth, vision care coverage for anyone retiring on or after May 1, 2008 is being eliminated.

Retiree Medical Contributions Schedule effective with August 1, 2008 retirements

The cost for retiree health care coverage at....						
	Age 55-56	Age 57	Age 58	Age 59	Age 60-64	...Age 65 and older
If you retire at age 55 or 56	100% of premium					25% of the then post 65 rate plus annual increases of 25% of increase until cap reached
If you retire at age 57	N/A	100% of premium	50% of premium		21% of premium*	
If you retire at age 58	N/A		50% of premium		21% of premium*	
If you retire at age 59	N/A			50% of premium	21% of premium*	
If you retire at age 60,61,62, 63 or 64	N/A				21% of premium*	
If you retire at age 65 or older	N/A					

\* If you attain age 60 during the transition period, you will pay the appropriate percentage in effect at that time

Contact Information

If you have any questions about your benefit plan options or the enrollment process, contact Maggi Whalen, Senior Human Resources Administrator at 486-5224 or [mwhalen@cenhud.com](mailto:mwhalen@cenhud.com).

Exhibit G

Line Package  
1977-20

The Company will designate a group of Linemen/Linewomen 1/C consisting of 20% of Linemen/Linewomen (who became Linemen/Linewomen 1/C on or after May 1, 2003) (but in no event fewer than 4 such Linemen/Linewomen 1/C). In the event that there are fewer than 4 such Linemen/Linewomen 1/C as noted above, then the group shall be augmented by 2 of the Linemen/Linewomen 1/C who were Linemen/Linewomen 1/C prior to May 1, 2003.

The Company will designate a group of Working Foremen/Forewomen 2/C (LES&T) (HV) to be comprised of 10% of the Working Foremen/Forewomen 2/C (LES&T) (HV) existing at any time and assigned to the Line Forces.

The selection of such qualified Linemen/Linewomen and Working Foremen/Forewomen 2/C (LES&T)(HV) will be from the least senior in such classifications. Such employees will report at the normal or designated time to any permanent headquarters within the system from time to time as the Company may determine. Such employees shall only be reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any Second or Third-Class Lineman/Linewomen to any headquarters for training as may be required.

In view of the foregoing, all Linemen/Linewomen shall continue to progress through the Linemen/Linewomen automatic progression series. (See Exhibit 127).

Exhibit G  
Line Package  
1981-34

1981-34 shall be revised as follows:

M34. The Company agrees as follows:

A. The Company will establish a headquarters for Gas Mechanics, Electricians, Communication Technicians, Relay Technicians, Substation Technicians, and Testers in the automatic progression series, no later than the date such employee qualifies at the second-class level. All such headquarters will be established in accordance with Article IV, Section J, Paragraphs 3 and 4 of the T&D Working Agreement

B. Headquarters for all automatic progression job classifications other than for those specified in paragraph A above will be established no later than 60 days prior to the time that an employee is to be given the opportunity to qualify for the top classification in the automatic progression series.

Paragraph C of 1981-34 will be deleted

Exhibit G  
Line Package  
Mutual Aid

Article III Paragraph Q (T&D) and Article III Paragraph O (TOC) will be modified as follows:

Employees who, at the request of the Company, are sent outside of the existing Central Hudson franchise area to work on the property of another utility shall receive double time.

An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services.

The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section Q (Section O in TOC). The maximum pay rate on a recognized holiday shall be double time plus 8 hours straight time regardless of the other company's holiday pay provisions.

With respect to a holiday celebrated by the host utility and not celebrated by Central Hudson, pay will be at 8 hours straight time plus double time for all hours worked.

All other provisions and conditions, except as to the double time rate contained in this Agreement, shall apply to such work.

Exhibit G  
Line Package  
Exhibit 126 of the Labor Agreement

1. This Agreement replaces Exhibit 91 to incorporate the following provisions for the term of the existing Labor Agreement.
  - a. Except as specifically amended by this Agreement, all existing five year commitments for Linemen/Linewomen 1/C, Service Worker A's and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
  - b. Line personnel who were Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C, or Service Workers on May 1, 2003 and still had the one-year obligation at that time are considered to have fulfilled it as of May 1, 2006 (Sunset Clause).
  - c. Any employee who held the classification of Lineman/Linewoman 1/C, Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Service Worker B, Service Worker A or Working Foreman/Forewoman 2/C (LES&T) (HV) as of 2/1/90 was grandfathered and exempt from the mandatory reassignment.
2. The Company maintains the right to fill the Midnight to 8:00 AM Service Worker shift. The Company will fill the Midnight to 8:00 AM Service Worker shift if it determines operating conditions warrant such a shift. If the Company makes the determination to fill the Midnight to 8:00 AM Service Worker shift, the Company shall meet with the President and Business Manager of Local 320 in an attempt to identify other alternatives that will meet the operating needs of the Company. If the Midnight to 8:00 AM shift is implemented, all affected Local 320 employees will be notified a minimum of 30 days prior to the start of the schedule. If a Midnight to 8:00 AM Service Worker shift is reestablished, the 6:00 AM to 2:00 PM Service Worker shift will revert back to 8:00 AM to 4:00 PM.

3. All existing Service Worker A's (109.1), as of 02/01/01, will continue to be exempted from being scheduled to work the Midnight to 8:00 AM shift. Such Service Workers may be assigned to work shifts consisting of 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM and such shifts will not be considered to be working the Midnight to 8 AM shift. If the Service Worker schedule, which need not conform to the Midnight to 8:00 AM, 8:00 AM to 4:00 PM and 4:00 PM to Midnight shifts, includes a shift from 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM these exempt Service Workers, working such shift, will not compromise their Midnight to 8:00 AM shift exemption. However, if these Service Worker A's bid to another headquarters, they will be subject to work the Midnight to 8:00 AM shift.
4. Employees in the classification of Service Worker B (109.2) are subject to being assigned to work the Midnight to 8 AM shift. However, Service Worker B's will not be assigned to cover a shift or any part of a shift alone or be paired with another Service Worker B to fill a Service Worker shift or any part of a shift.
5. Service Workers' workdays off will be rotated as provided for in Article III C of the T&D Labor Agreement.
6. It is the Company's intent to continue to operate all Service Crews as one-person crews. There are circumstances, related to the nature of a work assignment, where two one-person crews may be teamed together to complete an assignment. Where two one-person crews are teamed together, and the crew determines that it may be advantageous to operate as a two-person crew in a single truck, the crew will first discuss it with a supervisor and get agreement from the supervisor.
7.
  - a. Where there is a Service Worker shift vacancy and the Company determines that such vacancy needs to be filled, the Company will first post to fill the vacancy.

- b. Any individual who becomes a Lineman/Linewoman 1/C on or after 02/01/01 shall be subject to being assigned (either through reassignment under this agreement, post & bid or outside hire) into the Service Worker A position without any examination for promotion to Service Worker A.
- c. Individuals who enter this Program will be obligated to serve in the Service Worker A position for a period of not less than 60 months (this service need not be continuous). The Company and the Union agree to permit Service Worker A's, with less than 60 months as a Service Worker A, to bid a posted position in the Project Construction Program, such time assigned to the Project Construction Program will be credited toward the minimum 60-month commitment as a Service Worker A.
- d. The Company shall post for a Lineman/Linewoman 1/C and give Service Worker A's, who are not needed to maintain the complement necessary to staff the Service Worker shift schedules that are in place at the time of such posting, the opportunity to bid to Lineman/Linewoman 1/C, regardless of the time they may have left on their 60-month Service Worker A commitment. Seniority shall prevail regardless of time served as a Service Worker A.
- e. If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C PC shall count as service for purposes of fulfilling an individual's 60-month Service Worker A commitment. Until this 60-month commitment is fulfilled, these individuals shall remain available for reassignment to the Service Worker A position as provided for under this agreement. Those assigned will be from a group of 8 individuals. Such group shall be comprised of 1) those Service Workers already assigned

to Project Construction and then 2) the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms and conditions of the Project Construction program shall apply.

- f. An individual hired on or after 02/01/01 directly into a Lineman/Linewoman 3/C position in progression to Service Worker A will also be eligible, prior to completing their 5 year Service Worker A commitment, to bid into other positions outside the Line classifications; however, if they do, they will maintain their obligation to complete the remainder of their 5 year Service Worker A commitment if they return to a Line classification.
- g. In no event will any 5 year Service Worker A obligation extend beyond 12 years from the original date of the assignment of the employee to Service Worker A or Lineman/Linewoman 1/C, provided that the employee remains in the classification of Service Worker A or Lineman/Linewoman 1/C. There is no obligation on the part of the Company to post for Lineman/Linewoman 1/C or to reassign Service Workers A's following the expiration of this 12 year period, except as otherwise provided for in this agreement. Any employees who bid for and accept a position as one of the 41 permanent Working Foremen/Forewomen 2/C (LES&T) (HV) shall be considered to have fulfilled their obligation as long as they remain in that classification.
8. The Union and Company will discuss and rectify, if possible, the assignment of any individual that would result in a more favorable headquarters assignment being made to an individual with less seniority (including new hires) over a more senior individual.
9. Any employee reassigned on a mandatory basis shall be eligible for mileage reimbursement (with the rate consistent with Article V P of the T & D Labor Agreement.) Such reimbursement shall not exceed 24 months. The provisions of Article V G shall not apply.
10. Future Linemen/Linewomen 1/C subject to being assigned to Service Worker A will be assigned on a voluntary basis and if enough individuals do not accept the assignment, the employees with the lowest seniority will be assigned.

11. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the program that is of concern to either or both of the parties.
12. Employees who were Working Foremen/Forewoman 2/C (LES&T) (HV), Linemen/Linewomen 1/C or currently assigned Service Worker A's on May 1, 2003 have fulfilled their obligation as of May 1, 2006.
13. The Pay Group for Service Worker A shall be Pay Group 21.
14. Except as specifically amended by this Service Worker Agreement, all existing five-year commitments previously established under the Labor Agreement for Linemen/Linewomen 1/C, Service Worker A's, and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
15. The parties agree that when posting for a Lineman/Linewoman 3/C, such individual shall progress to the position of Lineman/Linewoman 2/C, and then Lineman/Linewoman 1/C. If the current Service Worker shift complement has a vacancy and cannot be filled through post & bid, the junior Lineman/Linewoman 1/C with a 60-month Service Worker commitment will be assigned the Service Worker A vacancy as their permanent headquarters. All current Service Worker B's who were scheduled to progress to Service Worker A will retain the Service Worker B's pay rate 17 until they progress to Lineman 1/C.
16. The following procedure shall be followed when covering absences of Service Workers.

All Service Workers A's and Service Worker B's (assigned to a shift) in the District are eligible to be called for any shift. Service Worker B's will only be called to cover a shift if a Service Worker A is scheduled to work the same shift. Service Worker B's will not be assigned to cover a shift alone or be paired with another Service Worker B.

1. Call, if available, a Service Worker in the District on their first day off.
2. Call, if available, a Service Worker in the District on their second day off.
3. Assign, if available, a Service Worker in the District on the prior shift to work an additional four hours and call, if available, a Service Worker in the District on the following shift to report to work four hours ahead of such Service Worker's scheduled shift. The selection of the Service Worker to work an additional four hours shall be made from the scheduled overtime list. The selection of the Service Worker to report to work four hours early shall be made from the callout list. Assign, if available, a Service Worker in the District on the prior shift to work eight additional hours. The selection of such Service Worker shall be made from the scheduled overtime list.
4. Call, if available, a Service Worker on the following shift to report to work eight hours early. The selection of the Service Worker shall be made from the call out list.

The off Service Worker is defined as a Service Worker who is not scheduled to work for the entire calendar day and shall be called using the callout list. Consideration shall be given to the Service Worker's respective position on the list and the number of skips already assigned to each Service Worker. If all eligible Service Workers have the same number of skips, they shall be called in the order they appear on the call out list. If the Service Workers have different numbers of skips, the Service Worker with the lowest number of skips shall be called first. (See Example)

A skip shall be applied to those Service Workers called to work. No skip shall be applied if the pointer was at a Service Worker called. Skips are only removed when the pointer moves past a Service Worker during a normal call out.

If, after going through the above procedure, no Service Worker is available to cover a shift and the Company has determined that coverage is required, the shift may be filled in accordance with the terms of Exhibit 74 of the Labor Agreement.

Pay and meals for the employee called shall be administered in accordance with Exhibit 32 of the Labor Agreement.

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**EXAMPLE**

The following example is a call out to fill an unscheduled Service Worker vacancy. The call out order would be SW 3, SW 2, and then SW 1. In this example SW 3 accepted the call. SW 3's skip total will be increased by one. SW 1 and SW 2's skip total will remain unchanged.

<b>Order</b>	<b>Name</b>	<b>Skips</b>	<b>Call out Order</b>	<b>Skips After Call</b>
<b>1</b>	<b>SW 1</b>	<b>6</b>	<b>3</b>	<b>6</b>
<b>2</b>	<b>L 1</b>	<b>0</b>	<b>N/A</b>	<b>0</b>
<b>3</b>	<b>SW 2</b>	<b>5</b>	<b>2</b>	<b>5</b>
<b>4</b>	<b>L 2</b>	<b>0</b>	<b>N/A</b>	<b>0</b>
<b>5</b>	<b>SW 3</b>	<b>2</b>	<b>1</b>	<b>3</b>

**Exhibit G**  
**Line Package**  
**Exhibit 127 - Project Construction Program Agreement**

- A. The intent of the Project Construction Organization is to be a dedicated construction organization, assigned to large-scale construction projects that would typically last 3 or more days, which will maximize crew productivity on construction projects, be equally or more competitive with outside line contractors, and assist in reducing the number of line contractors working on the Company property.
- B. The Project Construction Organization will be assigned to the Customer Services Group.
- C. The work force of the Project Construction Organization can be permanently headquartered in one or more normally staffed headquarters with like type job classifications. At the beginning of the program the Company established a permanent headquarters through a temporary posting in the Eltings Corners and Fishkill Headquarters. In the event the Company changes the Headquarters at any time in the future, the Company may do so through a subsequent temporary posting. Any temporary posting under this program may extend for the term of the Labor Agreement. Under these provisions, the posting is subject to an individual employee's right to opt out of the Program after completion of 12 months in the Program, and additional opportunities to opt out of the Program every 12 months thereafter and such employee shall be returned to their permanent job and headquarters as soon as possible thereafter but in no case more than 30 days. If an individual wishes to opt out of the program at any other time, and Management agrees to such opt out, such individual shall be returned to their permanent job and headquarters at the completion of their current assignment or within 30 days whichever occurs first. If such return is to a job they left less than 6 months before, such individual will maintain their position on the scheduled overtime list with the hours they had when they left their permanent headquarters, and all scheduled overtime hours they worked as part of Project Construction will be added to their scheduled overtime hours on the list in their permanent headquarters.

- D. Multiple alternate headquarter reporting will be established. Each Project Construction job that is expected to last at least 90 days or more shall be posted. This provision includes normally staffed headquarter reporting and project jobsite reporting. Employees of a Project Construction Crew will report at the beginning of the workday and be dismissed at the end of the day from the alternate headquarters site, from the project jobsite to which they are assigned, or from their permanent headquarters.
- E. The project construction work force will include, but not be limited to, Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C (LES&T) (HV) and Chief Line Clearance Men/Women. The work force will be established through a temporary posting for the purpose of performing project construction work on a job site reporting basis. Other employees assigned to the Project Construction work force may be assigned in accordance with paragraphs F and G below and in accordance with the provisions of Exhibit 126.
- F. Employees may be assigned to this program through Article IV J 4 for training during their progression period. (Linemen/Linewomen 3/C may be assigned for up to 9 months of their 18 month progression period and Lineman/Linewomen 2/C or Service Worker B for up to 18 months during their 30 months in progression.) These employees shall be assigned for a minimum of 40 hours/week and will conform to the work schedule of the Project Construction Crew and all other conditions of this Project Construction Agreement. However, any such employee may enter this program through a temporary posting through post and bid.
- G. If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C PC shall count as service for purposes of fulfilling an individual's 60-month Service Worker A commitment. Those assigned will be from a group of 8 individuals. Such group shall be comprised of

**1) those Service Workers already assigned to Project Construction and then 2) the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms of the Project Construction program shall apply.**

- H. The provisions of 1977-20 do not apply to the Project Construction Program. No employees assigned to the Project Construction Program will be included in the percentage calculation provided for in 1977-20 nor will any employee assigned to the Project Construction Program be classified as a Rover while in said program.
- I. For the purpose of job site reporting, projects must have a duration minimum of 3 consecutive days and also have an estimated completion date.
- J. Prior to initiation of each job site reporting assignment, the Company will provide a field office including communication facilities, heat, sanitary facilities and drinking water for the assigned employees. Sufficient space will be provided for off-road parking for Company and personal vehicles.
- K. Mobilization and de-mobilization will be done on Company time.
- L. Prior to beginning each job site reporting assignment, affected employees will receive a minimum of 3 working days notice of their assignment. Swaps between employees of the same classification will be allowed. Employees reporting a "swap" must do so within two (2) working days of notification of a new job assignment. Swaps between employees are confined to employees assigned to the same headquarters. Swaps shall be for the duration of the job assignment. Any exceptions or changes to swap arrangements will be subject to management approval.

- M. Employees who are directed to report directly to a job site or to an alternate headquarters will receive the payments outlined below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 – 10 miles	<u>\$8 plus mileage and tolls</u>
Greater than 10.0 – 15 miles	<u>\$16 plus mileage and tolls</u>
Greater than 15.0 – 20 miles	<u>\$24 plus mileage and tolls</u>
Greater than 20.0 – 25 miles	<u>\$31 plus mileage and tolls</u>
Greater than 25.0 – 30 miles	<u>\$38 plus mileage and tolls</u>
Greater than 30.0 – 35 miles	<u>\$45 plus mileage and tolls</u>
Greater than 35.0 miles	<u>Article V G (\$80)</u>

- N. When required to report to a job site or alternate headquarters, pursuant to this program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.
- O. The Project Construction Crew work week will consist of four (4) consecutive ten (10) hour days between the hours of 6:00am and 6:00 pm, Monday through Friday, with one-half (1/2) hour allotted for a lunch period between 11:00 am and 1:30 pm. After ten (10) hours in a regular workday, or forty (40) hours in a regular workweek at the straight time rate, overtime shall be paid. Employees in progression who are scheduled for progression training schools while working with the Project Construction Crews, with 72 hour notice, may have their work schedule changed to five (5) consecutive eight (8) hour days.
- P. Commencing with the pay period beginning the Sunday before Thanksgiving and continuing through the pay period ending the second Saturday of January, the Project Construction Crews may be scheduled to work five (5) consecutive eight (8) hour days Monday through Friday each week in accordance with Article III A. 2 of the Labor Agreement.

- Q. Overtime meals for the employees assigned to the Project Construction Program will be provided in accordance with the provisions of Article V. H. of the Labor Agreement.
- R. If the Union members of a Project Construction Crew working on a project believe that a task is beyond the scope of the mutually agreed upon work plan, the task under the current weather circumstances will be suspended. When working any tasks on energized conductors or where ungrounded conductors could become energized, and the weather conditions change from the original work plan and it becomes inclement, work will be suspended upon the completion of the immediate task.
- S. Employees assigned to the Project Construction Program will be on their own callout and scheduled overtime lists in their permanent Project Construction Headquarters. All assigned employees will be exempt from the 20% response requirement of the Callout Response Program. These employees will be subject to all other terms and conditions of the Callout Response Program. An employee working in a Project Construction Crew will only be called after the respective (like type classification) callout list in the headquarters in which the Permanent Project Construction Headquarters is located has been exhausted. All employees in this program will be considered for participation in requests for mutual aid in the same manner as all other Company employees with like type classifications.
- T. When employees are working a 10-hour workweek and a Company observed holiday falls during such a workweek, the affected employees will be paid 10 hours (straight time) for the observed holiday. When working a Monday through Thursday schedule and an observed holiday falls on a Friday; the Project Construction Crews will observe the holiday on Thursday of the same week. When working a Tuesday through Friday schedule and an observed holiday falls on a Monday the Project Construction Crew will observe the holiday on Tuesday of the same week. This paragraph does not apply to Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas and New Years Day Holidays when the workweek during such Holidays is five (5) consecutive eight (8) hour workdays Monday through Friday. Holiday pay for workweeks consisting of five (5) consecutive eight (8) hour workdays shall be eight (8) hour (straight time) pay.

- U. Vacation, personal and sick time will be accrued, used and accounted for on an hourly basis.
- V. The Parties have agreed to continue this Project Construction Program for the term of the Working Agreement commencing May 1, 2008. During the term of the Working Agreement commencing May 1, 2003, the Company posted normally designated headquarters for Working Foreman/Forewoman 2/C (LES&T) (HV) to bring the complement assigned to the line department to 41 permanent Working Foreman/Forewoman 2/C (LES&T) (HV), including all permanent Working Foreman/Forewoman 2/C (LES&T) (HV) who bid to temporary positions, where they maintain rights to return to their permanent Working Foreman/Forewoman 2/C (LES&T) (HV) position. The Company will maintain 41 permanent Working Foremen/Forewomen 2/C (LES&T) (HV) pursuant to the terms of Exhibit 87 and this agreement.
- W. If the Company intends to assign a construction project to the Project Construction work force outside of the Company's franchise territory, it shall first meet with Local 320 to review and fully discuss the Company's intent.
- X. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the Program that is of concern to either or both of the parties. If deemed necessary, the parties may agree to a future schedule of meetings.
- Y. On or before 1/1/2009, the Company will post and fill two or more Linemen/Linewomen 1/C positions in the Kingston Headquarters and also post and fill two or more Linemen/Linewomen 1/C positions in the Catskill Headquarters. Concurrent postings and transfers will be made with these postings.

Exhibit G  
Line Package  
Gloving Training

The fifth paragraph of section 1 of Exhibit 87 will be amended as follows:

There is no restriction on the number of people who may be elevated at any one time regardless of the crew size. When a job assignment involves direct handling of energized 15KV circuits, one qualified high voltage crew member will remain on the ground (not elevated). If the job involves more than the crew complement listed above, a Lineman/Linewoman 2/C/ Service Worker B may be assigned to assist a Lineman/Linewoman 1/C Service Worker A or higher classification, in the elevated position to direct handle energized 15 KV circuits at the discretion of the crew Working Foreman/Forewomen 2/C (LES&T HV).

The following paragraph will be added between the 5<sup>th</sup> and 6<sup>th</sup> paragraphs of section 1 of Exhibit 87 to read as follows:

Linemen/Linewomen 2/C and Service Worker Bs will be permitted to direct handle energized 15 KV circuits as described in the previous paragraph provided that the current Linemen/Linewomen 2/C Service Worker B high voltage gloving training program is added to the Lineman/Linewoman 3/C to Lineman/Linewoman 2/C/Service Worker B progression school.

The words “with 18 months of experience” shall be deleted from the last paragraph of section 1 of Exhibit 87 so that such paragraph shall now read:

Other employees assigned to the crew for the purpose of flagging or other work not associated with the direct handling operation may be of classifications lower than that of Lineman/Linewoman 2/C.

**Local Union 320, IBEW Negotiating Committee**

**Mr. Peter P. Barber, Jr.  
Mr. John J. Barki, III  
Mr. Joseph M. Bunt  
Mr. Kevin Casey  
Mr. Thomas Davis  
Ms. Mary E. Decker  
Mr. Fred DeGeorge  
Mr. George Ewanich  
Mr. Michael Fasolino  
Mr. Ralph Frisenda  
Mr. Eric S. Holsopple  
Ms. Maryann R. Johns  
Mr. John P. Kaiser  
Mr. Graham E. Kelder  
Mr. Frank A. Maher  
Ms. Monica G. Maher  
Mr. James P. Malloy  
Ms. Carol A. Naselow  
Mr. Richard Sherburne  
Mr. Duane Stoddard  
Mr. James Trenholm**

NOTES

**May 1, 2011**  
**MEMORANDUM OF AGREEMENT**  
**Between**

**LOCAL UNION 320**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**&**  
**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

Setting forth Agreements concluded at negotiations held on April 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 25, 26, and 27, 2011.

Unless otherwise stated, the agreements set forth below shall be effective as of May 1, 2011, shall extend for the term of the Labor Agreements, and, where appropriate, the three (3) Labor Agreements with Local 320, shall be amended to reflect such changes.

1. The three labor agreements will extend for 5 years and each will expire on April 30, 2016.
2. The rates of all the steps in all pay groups shall be increased as follows:

Effective Date	Increase
5/1/11	1.5%
11/1/11	.5%
5/1/12	2.0%
5/1/13	2.5%
5/1/14	3.0%
5/1/15	3.0%

The Pay Rate charts are attached hereto as Exhibit 1.

3. The hourly differential for shift or special schedule employees shall be 5% of pay group 19.1 effective May 1, 2011, November 1, 2011, May 1, 2012, May 1, 2013, May 1, 2014, May 1, 2015.
4. Effective in 2011 employees hired on or after May 1, 2008 shall be provided a Company contribution of 3% of their base wage in their Savings Incentive Plan (401K) account. The Company shall make such contribution once per year during the first quarter of a calendar year for the prior year. Such contribution shall be in the form of CH Energy Group stock. Employees hired during a calendar year shall be pro-rated for that calendar year contribution. Employees must be employed on the last day of the calendar year to receive the contribution. Effective in 2016 such 3% contribution shall be increased to 4%. These contributions are immediately vested.
5. Effective January 1, 2012 the dental plan maximum shall be increased from \$1,600 to \$1,700 per calendar year. Effective January 1, 2015 the dental plan maximum shall be increased from \$1,700 to \$1,800 per calendar year.

6. Effective January 1, 2012 the Company will increase its contribution to the Flexible Spending Accounts from the current \$60 Individual/ \$80 Family to \$80 Individual/\$100 Family.
7. Effective January 1, 2012 the Primary Care Physician office visit co-pay in the Point of Service Plan will be increased from \$20 to \$25 and the specialist co-pay in the Point of Service Plan will be increased from \$35 to \$40. Effective January 1, 2012 the Primary Care Physician office visit co-pay in the Champion Point of Service Plan will be increased from \$15 to \$20 effective January 1, 2012.
8. Effective on or about July 1, 2011 employees who participate in the Savings Incentive Plan (401K) shall pay a \$10 per quarter administrative fee that will be applied towards the expenses of the Plan.
9. Effective on or about July 1, 2011 the employer match in the Savings Incentive Plan (401K) will be made in CH Energy Group stock. A description of the major components of the "real time trading" programs is attached hereto as Exhibit 2.
10. The Company and Union agree that the Joint Benefits Committee will meet promptly following labor negotiations for the purpose of researching and investigating cost effective alternatives to the current prescription drug plan. The Company will arrange for various service providers and vendors to meet with the committee to discuss and present various alternatives and cost structures. The Committee will conclude its work by October 1, 2011. Implementation of any recommendations will be subject to mutual agreement.
11. Annual hospital co-pays shall be limited to one for multiple admissions for the same illness in any calendar year.
12. If the Indemnity Health Plan has no participants enrolled in any year, the Plan will be permanently eliminated.
13. Item 28 of the 1981 Memorandum of Agreement shall be modified by increasing the annual tool allowance for Automotive and Hydraulics Mechanics 1/C and 2/C from the current annual allowance of \$300 to \$400.
14. Article V G of the T&D Labor Agreement and V D of the TOC Labor Agreement and VC paragraph 2 of the Part Time Labor Agreement will be amended to increase the "boarding allowance" to \$90.
15. Columbus Day will no longer be recognized as a Company holiday and the Company will grant one additional Floating Holiday to employees beginning in 2011.
16. Items 40 & 41 of the 2008 Memorandum of Agreement will be placed in the benefits history book.
17. Items 21, 22, 23, 33 of the 2008 Memorandum of Agreement will be added to the Supplemental Agreements.

18. The grievance settlements of Grievance 2006-44 (as modified), 2006-55, 2008-09 (as modified), 2008-14 (as modified), 2005-5 and 2005-83 will be added as an Exhibit in the Labor Agreement and are attached hereto as Exhibit 3.
19. The Company will provide the Wellness Program to Local 320 on the same basis that exists for the management employees at any point in time. However, the Program has been suspended effective April 30, 2011 and no contributions will be made towards any wellness expenses incurred on or after May 1, 2011. However, the Company will provide the Wellness Program to all Local 320 employees who are contractually committed for services as of April 20, 2011 through December 31, 2011.
20. The Company will provide the Tuition Assistance Plan to Local 320 on the same basis that exists for the management employees at any point in time. The Company reserves the right to amend, modify, suspend or cancel the Plan at any time. However, the Company will notify Local 320 at least 30 days prior to any such modification, amendment, suspension or cancellation and the Company will meet with representatives of Local 320 to review the background and reasons for the modifications. Any employee already enrolled in a course of study will continue to be covered for the semester which they are enrolled in.
21. Item 1989-46 shall be amended to read: "The Company will agree to pay for up to 8 Local 320 members in future labor negotiations."
22. The contract index shall be amended to reflect any additions or deletions since the last contract printing.
23. A new job classification of Customer Service Representative – Clerical in pay group 6 shall be created and is attached hereto as Exhibit 4. There shall be a maximum of 5 such positions.
24. The job specification of Customer Service Representative 2/C (350.2) has been modified to reflect additional duties and is attached hereto as Exhibit 5.
25. The Company proposes the following changes to the Customer Services Representative Bi-Lingual Agreement Exhibit 125:

The compliment of Customer Service Representatives (CSR) – First Class – Bi-Lingual will be determined based on the language need of the customer base. This compliment and the language will be determined by management looking at the customer population. For the term of this agreement, the Company has determined that the compliment of CSR – First Class - Bi-Lingual should be established at 10% of the compliment of full time CSR.

CSR – Third Class and CSR – Third Class – Part Time who have demonstrated fluency in a language in addition to English through examination, may utilize an alternate language under the direct supervision of either a CSR of the appropriate classification or Bi-Lingual Supervisor at no additional premium.

CSR – Second Class and CSR – Second Class – Part Time who have demonstrated fluency in a language in addition to English through examination, may utilize an alternate language in the performance of their normal duties. These employees will be

placed in a new appropriate classification CSR – Second Class – Bi-Lingual or CSR – Second Class – Part Time – Bi-Lingual, which will be an additional point one (.1), for example should CSR – Second Class at Pay Group 12 , the CSR – Second Class – Bi-Lingual would be at Pay Group 12.1. Employees in this classification will not be given any special consideration when a posting for CSR – First Class – Bi-Lingual is available, bidding rights will be based on seniority and qualifications.

The job specifications of Customer Service Representative 2/C – Bi-Lingual (352.3), Customer Service Representative 2/C Bi-Lingual –PT (352.2), and Customer Service Representative 1/C Bi-Lingual- PT (352.1) have been created to reflect Bi-Lingual duties and are attached hereto as Exhibits 6, 7 and 8.

26. Exhibit 54 shall be amended to provide that CSR-PTs hired on or after May 1, 2011 shall have no bidding rights for any jobs other than CSR (full time) for the first two and one half years of employment. However, all CSR- PTs shall have full bidding rights on all full time CSR positions that arise during this two and half year period.
27. A new paragraph 7 will be added to Exhibit 125 to read as follows: A CSR scheduled to be on vacation for a full week from Monday through Friday will be eligible to be asked to work any scheduled overtime that may arise on the preceding Friday and Saturday. The CSR will make an annual election as to whether they wish to be eligible to be asked to work any scheduled overtime that may arise on the Friday and Saturday preceding a full week (Monday through Friday) of scheduled vacation. All CSRs shall submit their elections to supervision using the same form used to select vacations. If the CSR elects to be eligible for the overtime then subsequently declines overtime, he/she will be charged with refused time in accordance with Exhibit 53 of the Labor Agreement.
28. Exhibit 54 of the Labor Agreement shall be modified to reduce the number of CSR-PT refusals to a maximum of 18 in any contract year. CSR-PTs with one year of continuous service shall be eligible for 16 hours of personal time per calendar year. During peak times a CSR-PT shall be allowed to use personal time for not more than 2 hour increments. Part-Time CSRs will work a maximum of 1,040 hours per year July 1 through June 30 and the Company has the right to schedule such Part-Time CSRs for any hours of work during any day of the week. Paid hours for vacation and holidays will not be included in the 1,040 hours. A Part-Time CSR who is unavailable to meet an assigned work schedule eighteen times in a contract year will be terminated; however, any such unavailability will not be charged for absences associated with a death in the family (as defined in paragraph VIII I 3 of the TOC Labor Agreement). Only two refusals can be used consecutively. However, if an employee is sick more than two consecutive days the refusal will be counted as one occurrence provided the employee provides a doctors note explaining the reason for the absence. If scheduled, Part-Time CSRs will be assigned for a minimum of three (3) consecutive hours and they will receive straight time for all hours worked except they will be paid time and one-half for all hours worked on those holidays designated in Article III E of the Working Agreement or those hours worked in excess of eight hours per day. The applicable negotiated hourly wage for full-time CSRs will be the same hourly wage for part-time CSRs. (See \*Exhibit M125 and 1987-M\*48)

Exhibit 54 shall be further modified to provide the Company the right to post for a maximum of twenty (20) CSR's –PT; however the total CSR Part Time complement will be determined from time to time by the Company but will not exceed 20 or 25% of

the total number of full-time CSRs (excluding CSRs-EH and CSRs in progression to CSR-EH) whichever is greater.

A new paragraph to be added to Exhibit 54 to read: CSR-PTs with one year of continuous service shall be eligible for 16 hours of personal time each calendar year. During the vacation period May 1 – September 1 personal time can only be used in two hour increments. In addition, personal time will not be allowed during the calendar weeks that incorporate the July 4, Thanksgiving, Christmas and New Years holidays. Refusals cannot be taken next to a floating holiday, regular holiday or vacation day, with the exception of one emergency refusal out of the 18 total refusals will be allowed during the calendar year.

29. The following language will be added to Article IVJ4 of the T&D labor agreement:

When required to report to a job site or alternate headquarters, under the provisions of Article IVJ4, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her assigned headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.

Any employee who enters the T & D Labor Agreement in a job classification of 3/C in an automatic progression series after May 1, 2011, when required to report to a job site or alternate headquarters under the provisions of Article IVJ4 for training purposes will not be entitled to mileage reimbursement under Article V P of the Labor Agreement. When the employee progresses to the job classification of 2/C in the automatic progression series and is transferred under the provisions of Article IVJ4, mileage payments will be made in accordance with Article V P of the Labor Agreement.

30. The job specification of Gas Mechanic 3/C (125.3) has been modified to reflect additional duties and is attached hereto as Exhibit 9.

31. Exhibit 113 of the Labor Agreement will be modified by adding the following language:

The Company will continue to provide employees who are required, by job specification, to obtain and maintain a Class A CDL license the opportunity for training to qualify for such license. The Company's intent will be to provide such training by a third party vendor. However, the Company reserves the right to provide such training in-house. The Company will explore ways to standardize in-house training provided to employees to qualify for a CDL license.

32. Contingent upon the Company posting and filling the position of Chief Mechanic (Rigging) 132.0, effective 8/1/2011 the Labor Agreement will be modified to incorporate the Mechanic classification (Rigging: 132.0, 132.1, 132.2, 133.0) into the Job Area Reporting Program. Exhibit 118 will be modified to include a new paragraph Mechanic Job Area Reporting Program. All existing and new Chief Mechanics, Mechanics 1/C, Mechanics 2/C and Mechanics 3/C will be permanently assigned to the Mechanic Job Area Reporting Program. The following provisions of Exhibit 118 will apply: paragraphs 4, 5, 6, 7, 9, 10, 12, 13, 17 (as modified to include Chief Mechanic and Mechanics to Exhibit M107) and 21 modified as follows: The Labor Agreement, through this document, will be modified to include the following: In the event there are

3 or more persons consisting of Substation Technicians, Communication Technicians, and/or Relay Technicians, or any combination of such classifications with Electricians, Mechanics (Rigger), or Construction Maintenance personnel working at a specified integrated assignment, excluding any switching, and none of the group is a Working Foreman/Forewoman 2/C (LES&T) or Chief Mechanic (Rigger), the senior person of such crew shall be in charge and, if such assignment is for 1 or more consecutive hours, shall be upgraded two pay steps above their present pay during such assignment. Such upgrade will be made in accordance with Exhibit 72 of the Labor Agreement and with prior knowledge and direction of Supervision. This paragraph 21 shall be added to Exhibit 72 of the Labor Agreement.

The job specifications of Chief Mechanic (132.0) and Mechanic 1/C (132.1) have been modified to eliminate the dynamite license certification requirement. The amended job specifications are attached hereto as Exhibit 10 and 11.

33. The following shall be added to Exhibit 118 of the labor agreement:

All future Electricians, Substation, Relay and Communications Technicians and Working Foreman 2/C (LES&T) Electricians will be permanently assigned to their respective Job Area Reporting Programs.

The existing Electricians in progression (David Phelps, Gregory Combs, Scott Bradley, Matthew Gove and Adam Noble) as of 5/1/2011 will become permanent additions to the Electrician Job Area Reporting Program.

The existing Substation Technicians (Tim Baxter, Dave Barber, Peter Kothe) with the exception of those who held the classification of Relay Technician 1/C or Communication Technician 1/C as of 7/1/98 will remain in the Substation Technician Job Area Reporting "Roving" Program for a minimum period of eight years. As of May 1, 2019 they will have the ability to opt out of the program.

Any employees who held the classification of Electrician 1/C or Working Foreman/Forewoman 2/C (LES&T – Electrician) as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in the agreement. The existing 2 most senior Working Foremen/Forewomen 2/C (LES&T – Electricians) currently in the Electrician Job Area Reporting Program (Al Spada, Mike Muscat) will remain in the Electrician Job Area Reporting Program for a minimum of five years. As of May 1, 2016, they will have the ability to opt out of the program. The existing junior Working Foremen/Forewomen 2/C (LES&T – Electricians) currently in the Electrician Job Area Reporting Program (Jeanne Kropp) will remain in the Electrician Job Area Reporting Program for a minimum of seven years. As of May 1, 2018, she will have the ability to opt out of the program. The existing three most senior Electricians 1/C currently in the Electrician Job Area Reporting Program (Ralph Gedicks, Thomas Ellis, Donald Darling) will remain in the Electrician Job Area Reporting Program for a minimum of five years. As of May 1, 2016, they will have the ability to opt out of the program. The existing three most junior Electricians 1/C currently in the Electrician Job Area Reporting Program (Timothy Benedict, Lauren Lewis, Daniel Moruzzi) will remain in the Electrician Job Area Reporting Program for a minimum of seven years. As of May 1, 2018, they will have the ability to opt out of the program.

The Company will post and fill 4 Electricians and 3 Substation Technicians by 11/1/2012. It is recognized that positions filled under the current Substation Technician posting (posting #2010-138) will count towards this commitment.

The Electrician Job Area Reporting Program will remain in effect in the event the number of Working Foreman 2/C (LES&T) Electrician falls below 6 provided the Company has posted for this position and will leave the posting open.

In the event the number of Substation Technicians falls below 9, the Substation Technician Job Area Reporting Program will remain in effect for 120 days provided the Company is in the process of attempting to fill the position.

34. In the event the Company elects to contract out the South Road cafeteria function the employees assigned as Cafeteria Attendant, Cafeteria Cook, and Cafeteria Service Supervisor may be transferred in accordance with the terms of the Labor Agreement. No employee will incur a reduction in pay should they be so transferred. The Company will confer with Local 320 prior to any such transfers.
35. The Company will consider utilizing Substation Electricians who have acquired the necessary license when the need to perform facility electrician work in the Company's facilities exists.
36. Attached hereto as Exhibit 12 are several documents and agreements relating to various line programs in the Labor Agreement.
37. Exhibit 87 shall be modified to reflect the creation of a Working Foreman/Forewoman First Class HV – Project Construction and the job specification (130.7) is attached hereto as Exhibit 13.
38. The education requirements for the classification of Engineering Drafter First Class Special (159.1), First Class (159.2), Second Class (159.3) and Third Class (159.4) will be modified. The amended job specifications are attached hereto as Exhibit 14, 15, 16 and 17.

Exhibit M96 paragraph 3 will be amended to read as follows: The educational requirements for the classification of Engineering Drafter Third Class (159.4) will be amended to read: Qualified candidate must have a minimum of an Associate of Applied Science Degree (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED and two years of equivalent relevant electrical design work experience will be accepted. Proficiency with AutoCAD required. Applicant must have a working knowledge of electrical design (preparation of general arrangement drawings, sections, elevations, and installation details, including wiring and schematics). Must be familiar with power and control wiring.

Exhibit M 96 will be modified; paragraph's 5 & 7 will be removed and changed to reserved.

The incumbent (As of May 1, 2011) Engineering Drafter Second Class shall be grand mothered and allowed to progress through the Engineering Drafter Automatic Progression series to Engineering Drafter 1/C and to Engineering Drafter 1/C-Special if

she meets the educational requirements established at the time she entered the Automatic Progression Series.

39. The parties agree to form a trial Gas Capital Construction crew intended to begin work not later than May 1, 2012. The formation of this crew will be contingent upon the mutual agreement pertaining to various working conditions including but not limited to:

Scope of Work (both during and between prime construction seasons)

Staffing complement (both as to the classifications and numbers)

Initial staffing process

Inclement weather provisions

Reporting, eg. Roving, headquarters, job site

Hours of work

Overtime provisions (callouts and scheduled)

Vacation availability

Additionally, the parties agree to establish a joint committee that shall include an equal complement of members from the Company and Union, but not less than two members from each side. The Business Manager shall appoint the members representing the Union. The Committee will begin meeting by June 1, 2011 and will meet regularly and in good faith to resolve any issues upon which said work is contingent. If an agreement is not in place prior to May 1, 2012 the committee will conclude discussions and the committee will be disbanded.

40. The Pay Group of Gas Mechanic Welder 1/C (124.2) shall be increased to Pay Group 20.
41. The Company reaffirms its intention to maintain the Operator Qualification of underground locating within the current Gas Mechanic progression series.
42. Exhibit – M50 will be modified in the Labor Agreement by attaching the sample Customer Service Training program shown attached as Exhibit 18.

The Company and Union will meet in January each year to review the training program for Customer Service Representatives and consider any adjustments or modifications suggested by either party.

43. The job specification for Telephone Representative (157.4) shall be amended to provide for the ability to make collection calls. The amended job specification is attached hereto as Exhibit 19.
44. Due to the use and continued implementation of mobile computing technology with operating field employees, many of the daily duties of Order Dispatcher have been eliminated, resulting in less than a full-time job. The Order Dispatcher still has a valuable dispatching role during major storms, however this role is best served when the Order Dispatcher is in the District office during the major storm.

Effective May 1, 2011, the Order Dispatchers will be reassigned from Control Center in Poughkeepsie to the Poughkeepsie and Kingston Districts. In addition, an Order Dispatcher posting for the Newburgh District Headquarters will also be made. The Company will maintain a minimum of 3 Order Dispatchers. The Order Dispatchers will

be assigned dispatching duties during major storms and on other occasions as determined by management. In addition the Order Dispatchers will be assigned on a normal basis to assist Field Clerk/Storekeepers on work order close outs; secure field information for upcoming and completed construction work, assist Field Clerk/Storekeepers with preparation work involved in work order close outs for the Accounting Department; perform any other related outside or inside clerical work as assigned by and/or pertaining to the District Line and Gas Operating Supervisors. The Order Dispatcher would also be utilized to track the issuing of material from the district storeroom in the unexpected absence of a Field Clerk/Storekeeper (sick, personal time, rest time, sleeptime, etc.). The Order Dispatcher will not be utilized to replace a Field Clerk/Storekeeper or to deliver material to crews in the field under normal operating conditions displacing a Field Clerk/Storekeeper.

The Company will also agree to post for Field Clerk/Storekeeper positions bringing the complement of Field Clerk/Storekeepers to 11 in the Customer Services Group with no commitment to permanent staffing.

45. A new paragraph 9 will be added to Exhibit 31 that will read: When the work in a URD involves only line work a line crew will be assigned and when the work in a URD involves only gas work a gas crew will be assigned.
46. The second paragraph of 1987 M+28 will be replaced with the following: For the term of this agreement the Company shall maintain a minimum complement of 8 Commercial Representative-Collectors. The eight most senior incumbents in the Commercial Representative –Collector classification (207.6) on May 1, 2011 shall not be considered Shift or Special Schedule employees. After May 1, 2011 any subsequent vacancy to maintain 8 Commercial Representative- Collector (207.6) shall be filled through post and bid.

The Company and the Union agree to create a new classification of Commercial Representative-Collector-Special. The Company may, for the term of this agreement fill, an unlimited number of additional Commercial Representative-Collector or Commercial Representatives-Collector-Special positions. Commercial Representative-Collector-Special shall be considered shift workers in accordance with Exhibit 95, however the hours of work need not conform to rotating shift schedules. The job specification is attached hereto as Exhibit 20.

No later than 90 days prior to the expiration of the Labor Agreement either party may unilaterally terminate said additional Commercial Representative-Collector positions. If the agreement is terminated the incumbent eight senior Commercial Representative –Collectors will remain as Commercial Representatives-Collectors. The remaining incumbent Commercial Representative-Collector and/or Commercial Representative-Collector-Specials will be returned to their last permanent position regardless if there is a vacancy or not. These individuals shall not receive a reduction in pay for up to one year from the date of transfer. Any individual hired directly from the outside will be transferred in accordance with Article IX D, however the individual shall not receive a reduction in pay for up to one year from the date of transfer. Additionally, during the term of this agreement, the Company may fill through temporary postings an unlimited number of Commercial Representative-Collectors and/or Commercial Representative-Collector-Special.

47. In an effort to expedite the post and bid process to fill vacant positions, the Company and Union agree that a process to communicate an employee's desire to accept a new position or request a return to their prior position before their 2-week returnable right expires should be established.

So, an employee may voluntarily elect to reduce the two weeks he/she has following a transfer to either return to their former position or transfer to their new position by either accepting the new position or electing to return to their prior position before the initial two-week period expires. Human Resources will provide the transferring employee a form at the time of their initial transfer that an employee may choose to complete and return to Human Resources. This form will document an employee's desire to reduce the two-week returnable right period they have to either accept their new positions or return to their previous position.

The Company and Union will mutually agree to the content of the form that will be provided to employees following the completion of contract negotiations.

This process will be run as a trial program. At the end of 2011, the Company and Union will jointly review the effectiveness of the program and decide if the program should be continued.

48. The job specification for Estimator 3/C (150.3) has been amended to reflect modified supervision and educational requirements. The job specifications for Estimator 1/C (150.1) and 2/C (150.2) have been amended to reflect modified educational requirements. The job specifications are attached hereto as Exhibits 21, 22, and 23.
49. Exhibit 56 of Labor Agreement shall be modified as it pertains to the meter relocation and associated piping and is attached hereto as Exhibit 24.
50. The job specifications for Substation Technician First Class (208.1), Second Class (208.2) and Third Class (208.3) shall be amended to reflect new educational requirements and are attached hereto as Exhibits 25, 26, and 27.
51. The Company and Union will meet following the 2011 labor negotiations for the purpose of developing and implementing an electronic bid submission process. The Company and the Union will mutually agree to the electronic bid process before it is implemented. It will be the goal of this group to implement this electronic bidding process by January 1, 2012.
52. The qualifications section in the job specification for the Automotive and Hydraulic Mechanic 3/C (132.5) shall be modified to require 2 years of truck or car repair experience or an associate degree program in automotive or diesel repair or ASE Certification in automotive service such as electrical systems, engine repair, brake systems, suspension, steering, and/or heating and air-conditioning.

An employee without the professional experience may bid the position and be given the opportunity to successfully obtain the proper certification, on their own time. If the employee enrolls in a certified training course to further their education toward proper certification within 6 months of being awarded the 3/C position they will be allowed to continue their progression to 2nd class.

If the employee does not obtain the proper certification within 24 months of entering the progression the Company may return the employee to their previous classification or hold the employee at 2nd class of their progression until they obtain the proper certification. At the Company's option, employees hired from the outside may be transferred to the Garage Helper classification.

The revised job specification is attached hereto as Exhibit 28.

53. Contingent upon the 2 Propane Air Plants no longer requiring the Roving Mechanic Operators to perform leak inspections and maintenance on the equipment at those facilities, the Roving Chief Mechanic – Operator (117.0), First Class (117.1), Second Class (117.2) and Third Class (117.3) job specifications will be amended to add the following duties: to perform work which they are trained and qualified to carry out, consistent with the work performed by other trades within Operations Services in the performance of construction, maintenance and repair work in Substations, Company Offices, properties and rights-of-way. The primary work of the Roving Mechanic – Operator is to perform the necessary duties associated with the Company's Production Plants. Attached hereto are the respective job specifications as Exhibit 29, 30, 31, and 32. Must obtain and maintain CDL Class A License.
54. For the term of the Labor Agreement the parties agree to modify the various provisions of the Labor Agreement related to meals. The parties agree as follows:

For extended day overtime assignments:

Employees who work two hours beyond their scheduled quitting time shall be entitled to a stipend of \$24. Such stipend shall be in lieu of any reimbursement for any meals and/or the time to obtain and eat such meals.

Employees who work more than two hours (ie. a minimum of two hours and fifteen minutes) beyond their scheduled quitting time shall be entitled to a stipend of \$24 and one hour of straight time in lieu of any reimbursement for any such meals and/or the time to obtain and eat such meals. This stipend and one hour of straight time in lieu of any reimbursement also applies to the situation where an employee extends beyond the two hours to complete the job and their workday without a meal break. Where the employee interrupts the work operation to take their meal and return to work to complete the assignment they shall receive the stipend and obtain and eat their meal on the job at the applicable rate.

For scheduled overtime assignments only (where there are at least 8 hours off prior to the beginning of the work assignment) an employee who is scheduled to report to work more than two hours in advance of the employees regular working hours shall be entitled to a stipend of \$12 and the meal will be eaten on Company time. Individuals assigned to the 4 to 12 shift who are asked to report more than two hours in advance of their shift will receive a stipend of \$15. Individuals assigned to the 12 to 8 shift who are asked to report more than two hours in advance of their shift will receive a stipend of \$15.

The "7 hour rule" shall be administered as follows: An individual entitled to a meal after two hours of overtime shall be provided a stipend of \$24 and eat their meal on the job at the applicable rate. At the completion of the 7th hour of work the individual shall

be entitled to a second \$24 stipend and one hour at straight time at the completion of the assignment.

The Company maintains the right to provide meals to employees and in the event the Company provides a meal to the employee no stipend shall be paid.

The payment of any hours in lieu of obtaining and eating a meal shall not be considered for any other provisions of the Labor Agreement (eg. rest time, sleeptime etc...)

The stipend of \$24 shall be increased to \$25 on May 1, 2013.

55. The parties, through the collective bargaining process, and continuing past practice have had and will have shift and special schedule employees who, when not working an eight and one-half hour shift, eat their meals on the job.
56. Cleaning Workers and Cafeteria Attendants will receive the same percentage wage increases as all other classifications.
57. Article V paragraph I in the T& D labor agreement shall be amended as follows:

Construction or maintenance employees shall not be required to do all of their regular work duties outdoors in rainy or inclement weather, except in emergencies or to perform essential work such as outdoor switching, gas and electric service restoration and to correct other gas and electric system conditions that may result in a service interruption such as pumping drips and correcting gas regulator problems, fuel and ash handling, and necessary snow removal. Such employees may, however, be assigned to perform elements of their regular work duties that are not impacted by the weather and other work as closely applicable to their work as is available on such days; such work shall not include painting but need not be confined to work applicable to their specific job classifications. For such work, a work plan will be mutually agreed upon for the given weather conditions. If the Classified crew leader or members of his/her crew believe that a task will be impacted under the current weather circumstances then such work will not proceed. However, when working any tasks that cannot be reasonably interrupted due to recognized work practices or safety considerations, and the weather conditions change from the original work plan and it becomes inclement, work will be suspended upon the completion of the immediate task.

58. The Company will maintain the position of Commercial Specialist and the three individuals currently in the position will be maintained in the position. However, Item 7 of the 1952 Memorandum of Agreement shall be modified to read:

The Company will maintain a minimum of two Commercial Specialist (206.0) positions. As the current individuals vacate the position they will not be replaced except for the two last persons in the position. The Company agrees it will not seek to further amend or modify Item 7 of the 1952 Memorandum of Agreement prior to April 30, 2021.

59. Effective May 1, 2011 the pay groups for certain classifications will be changed as indicated in this item for individuals hired on or after May 1, 2011. In addition, other job classifications will be eliminated as noted in this item.

The positions of Accounting Clerk 2/C and 3/C shall both be eliminated and any employee in progression shall be promoted to Accounting Clerk in pay group 10 without examination.

The position of Accounting Clerk (405.3) shall be in pay group 6.

The position of Commercial Representative – Meter Reader (207.5) shall be in pay group 7.

The position of Clerical Assistant (406.1) shall be in pay group 7.

The position of Maintenance Worker 1/C (141.6) shall be in pay group 7.

The position of Maintenance Worker 2/C (141.7) shall be in pay group 5.

The position of Utility Worker (103.2) shall be in pay group 6.

The position of Commercial Representative - Collector (207.6) shall be in pay group 13.

Any individual in the position of Accounting Clerk, Clerical Assistant, Utility Worker, Commercial Representative -Collector, Commercial Representative – Meter Reader, Maintenance Worker 1/C and Maintenance Worker 2/C are grandfathered in their respective pay groups in existence on April 30, 2011. For individuals who were employed before May 1, 2011 who enter any of the positions listed above on or before April 30, 2012 shall enter such position at the pay rates in effect on April 30, 2011.

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 1.5% EFFECTIVE MAY 1, 2011**

**EXHIBIT 1**

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
	25.0	1,868.80	1,963.60	2,041.20	2,157.20	53.93	9,347.87	112,174.40
	24.0	1,777.60	1,868.80	1,963.60	2,041.20	51.03	8,845.20	106,142.40
	23.1			1,909.20	2,005.20	50.13	8,689.20	104,270.40
	23.0	1,688.40	1,777.60	1,868.80	1,963.60	49.09	8,508.93	102,107.20
	22.1			1,818.00	1,909.20	47.73	8,273.20	99,278.40
	22.0	1,608.00	1,688.40	1,777.60	1,868.80	46.72	8,098.13	97,177.60
	21.1			1,711.20	1,818.00	45.45	7,878.00	94,536.00
	21.0	1,531.60	1,608.00	1,688.40	1,777.60	44.44	7,702.93	92,435.20
	20.1			1,649.20	1,711.20	42.78	7,415.20	88,982.40
	20.0	1,464.40	1,536.40	1,613.60	1,688.40	42.21	7,316.40	87,796.80
	19.1			1,571.20	1,649.20	41.23	7,146.53	85,758.40
	19.0	1,382.00	1,458.80	1,531.60	1,608.00	40.20	6,968.00	83,616.00
	18.1			1,495.20	1,571.20	39.28	6,808.53	81,702.40
	18.0	1,319.20	1,382.00	1,458.80	1,531.60	38.29	6,636.93	79,643.20
	17.1			1,420.40	1,495.20	37.38	6,479.20	77,750.40
	17.0	1,271.60	1,319.20	1,382.00	1,458.80	36.47	6,321.47	75,857.60
	16.1			1,351.20	1,420.40	35.51	6,155.07	73,860.80
	16.0	1,198.80	1,271.60	1,319.20	1,382.00	34.55	5,988.67	71,864.00
	15.1			1,299.60	1,348.40	33.71	5,843.07	70,116.80
	15.0	1,136.80	1,198.80	1,271.60	1,319.20	32.98	5,716.53	68,598.40
	14.0	1,092.80	1,136.80	1,198.80	1,271.60	31.79	5,510.27	66,123.20
	13.1			1,174.40	1,237.20	30.93	5,361.20	64,334.40
	13.0	1,026.00	1,092.80	1,136.80	1,198.80	29.97	5,194.80	62,337.60
	12.1	1,021.60	1,046.80	1,114.80	1,159.60	28.99	5,024.93	60,299.20
	12.0	1,001.60	1,026.00	1,092.80	1,136.80	28.42	4,926.13	59,113.60
	11.1	965.60	1,013.20	1,061.60	1,115.20	27.88	4,832.53	57,990.40
	11.0	929.20	1,001.60	1,026.00	1,092.80	27.32	4,735.47	56,825.60
	10.0	886.00	929.20	1,001.60	1,026.00	25.65	4,446.00	53,352.00
	9.0	842.40	886.00	929.20	1,001.60	25.04	4,340.27	52,083.20
	8.0	804.80	842.40	886.00	929.20	23.23	4,026.53	48,318.40
	7.0	776.40	804.80	842.40	886.00	22.15	3,839.33	46,072.00
	6.0	746.40	776.40	804.80	842.40	21.06	3,650.40	43,804.80
	5.0	716.00	746.40	776.40	804.80	20.12	3,487.47	41,849.60

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,623.60	1,702.00	42.55	7,375.33	88,504.00
SERVICEMAN A (HV)(21)	1,688.40	1,777.60	44.44	7,702.93	92,435.20
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,868.80	46.72	8,098.13	97,177.60
WRKG FRMN/WMN 1/C LES&T (HV)(23)		1,963.60	49.09	8,508.93	102,107.20

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 0.5% EFFECTIVE NOVEMBER 1, 2011**

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
	25.0	1,878.00	1,973.60	2,051.60	2,168.00	54.20	9,394.67	112,736.00
	24.0	1,786.40	1,878.00	1,973.60	2,051.60	51.29	8,890.27	106,683.20
	23.1			1,918.80	2,015.20	50.38	8,732.53	104,790.40
	23.0	1,696.80	1,786.40	1,878.00	1,973.60	49.34	8,552.27	102,627.20
	22.1			1,827.20	1,918.80	47.97	8,314.80	99,777.60
	22.0	1,616.00	1,696.80	1,786.40	1,878.00	46.95	8,138.00	97,656.00
	21.1			1,719.60	1,827.20	45.68	7,917.87	95,014.40
	21.0	1,539.20	1,616.00	1,696.80	1,786.40	44.66	7,741.07	92,892.80
	20.1			1,657.60	1,719.60	42.99	7,451.60	89,419.20
	20.0	1,471.60	1,544.00	1,621.60	1,696.80	42.42	7,352.80	88,233.60
	19.1			1,579.20	1,657.60	41.44	7,182.93	86,195.20
	19.0	1,388.80	1,466.00	1,539.20	1,616.00	40.40	7,002.67	84,032.00
	18.1			1,502.80	1,579.20	39.48	6,843.20	82,118.40
	18.0	1,325.60	1,388.80	1,466.00	1,539.20	38.48	6,669.87	80,038.40
	17.1			1,427.60	1,502.80	37.57	6,512.13	78,145.60
	17.0	1,278.00	1,325.60	1,388.80	1,466.00	36.65	6,352.67	76,232.00
	16.1			1,358.00	1,427.60	35.69	6,186.27	74,235.20
	16.0	1,204.80	1,278.00	1,325.60	1,388.80	34.72	6,018.13	72,217.60
	15.1			1,306.00	1,355.20	33.88	5,872.53	70,470.40
	15.0	1,142.40	1,204.80	1,278.00	1,325.60	33.14	5,744.27	68,931.20
	14.0	1,098.40	1,142.40	1,204.80	1,278.00	31.95	5,538.00	66,456.00
	13.1			1,180.40	1,243.20	31.08	5,387.20	64,646.40
	13.0	1,031.20	1,098.40	1,142.40	1,204.80	30.12	5,220.80	62,649.60
	12.1	1,026.80	1,052.00	1,120.40	1,165.20	29.13	5,049.20	60,590.40
	12.0	1,006.80	1,031.20	1,098.40	1,142.40	28.56	4,950.40	59,404.80
	11.1	970.40	1,018.40	1,066.80	1,120.80	28.02	4,856.80	58,281.60
	11.0	934.00	1,006.80	1,031.20	1,098.40	27.46	4,759.73	57,116.80
	10.0	890.40	934.00	1,006.80	1,031.20	25.78	4,468.53	53,622.40
	9.0	846.80	890.40	934.00	1,006.80	25.17	4,362.80	52,353.60
	8.0	808.80	846.80	890.40	934.00	23.35	4,047.33	48,568.00
	7.0	780.40	808.80	846.80	890.40	22.26	3,858.40	46,300.80
	6.0	750.00	780.40	808.80	846.80	21.17	3,669.47	44,033.60
	5.0	719.60	750.00	780.40	808.80	20.22	3,504.80	42,057.60

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,631.60	1,710.40	42.76	7,411.73	88,940.80
SERVICEWORKER A (HV)(21)	1,696.80	1,786.40	44.66	7,741.07	92,892.80
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,878.00	46.95	8,138.00	97,656.00
WRKG FRMN/WMN 1/C LES&T (HV)(23)		1,973.60	49.34	8,552.27	102,627.20

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 2.0% EFFECTIVE MAY 1, 2012**

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
	25.0	1,915.60	2,013.20	2,092.80	2,211.20	55.28	9,581.87	114,982.40
	24.0	1,822.00	1,915.60	2,013.20	2,092.80	52.32	9,068.80	108,825.60
	23.1			1,957.20	2,055.60	51.39	8,907.60	106,891.20
	23.0	1,730.80	1,822.00	1,915.60	2,013.20	50.33	8,723.87	104,686.40
	22.1			1,863.60	1,957.20	48.93	8,481.20	101,774.40
	22.0	1,648.40	1,730.80	1,822.00	1,915.60	47.89	8,300.93	99,611.20
	21.1			1,754.00	1,863.60	46.59	8,075.60	96,907.20
	21.0	1,570.00	1,648.40	1,730.80	1,822.00	45.55	7,895.33	94,744.00
	20.1			1,690.80	1,754.00	43.85	7,600.67	91,208.00
	20.0	1,501.20	1,574.80	1,654.00	1,730.80	43.27	7,500.13	90,001.60
	19.1			1,610.80	1,690.80	42.27	7,326.80	87,921.60
	19.0	1,416.40	1,495.20	1,570.00	1,648.40	41.21	7,143.07	85,716.80
	18.1			1,532.80	1,610.80	40.27	6,980.13	83,761.60
	18.0	1,352.00	1,416.40	1,495.20	1,570.00	39.25	6,803.33	81,640.00
	17.1			1,456.00	1,532.80	38.32	6,642.13	79,705.60
	17.0	1,303.60	1,352.00	1,416.40	1,495.20	37.38	6,479.20	77,750.40
	16.1			1,385.20	1,456.00	36.40	6,309.33	75,712.00
	16.0	1,228.80	1,303.60	1,352.00	1,416.40	35.41	6,137.73	73,652.80
	15.1			1,332.00	1,382.40	34.56	5,990.40	71,884.80
	15.0	1,165.20	1,228.80	1,303.60	1,352.00	33.80	5,858.67	70,304.00
	14.0	1,120.40	1,165.20	1,228.80	1,303.60	32.59	5,648.93	67,787.20
	13.1			1,204.00	1,268.00	31.70	5,494.67	65,936.00
	13.0	1,052.00	1,120.40	1,165.20	1,228.80	30.72	5,324.80	63,897.60
	12.1	1,047.20	1,073.20	1,142.80	1,188.40	29.71	5,149.73	61,796.80
	12.0	1,026.80	1,052.00	1,120.40	1,165.20	29.13	5,049.20	60,590.40
	11.1	990.00	1,038.80	1,088.00	1,143.20	28.58	4,953.87	59,446.40
	11.0	952.80	1,026.80	1,052.00	1,120.40	28.01	4,855.07	58,260.80
	10.0	908.40	952.80	1,026.80	1,052.00	26.30	4,558.67	54,704.00
	9.0	863.60	908.40	952.80	1,026.80	25.67	4,449.47	53,393.60
	8.0	824.80	863.60	908.40	952.80	23.82	4,128.80	49,545.60
	7.0	796.00	824.80	863.60	908.40	22.71	3,936.40	47,236.80
	6.0	765.20	796.00	824.80	863.60	21.59	3,742.27	44,907.20
	5.0	734.00	765.20	796.00	824.80	20.62	3,574.13	42,889.60

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,664.40	1,744.80	43.62	7,560.80	90,729.60
SERVICEMAN A (HV)(21)	1,730.80	1,822.00	45.55	7,895.33	94,744.00
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,915.60	47.89	8,300.93	99,611.20
WRKG FRMN/WMN 1/C LES&T (HV)(23)		2,013.20	50.33	8,723.87	104,686.40

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 2.5% EFFECTIVE MAY 1, 2013**

T&D PAY TOC GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
25.0	1,963.60	2,063.60	2,145.20	2,266.40	56.66	9,821.07	117,852.80
24.0	1,867.60	1,963.60	2,063.60	2,145.20	53.63	9,295.87	111,550.40
23.1			2,006.00	2,106.80	52.67	9,129.47	109,553.60
23.0	1,774.00	1,867.60	1,963.60	2,063.60	51.59	8,942.27	107,307.20
22.1			1,910.00	2,006.00	50.15	8,692.67	104,312.00
22.0	1,689.60	1,774.00	1,867.60	1,963.60	49.09	8,508.93	102,107.20
21.1			1,798.00	1,910.00	47.75	8,276.67	99,320.00
21.0	1,609.20	1,689.60	1,774.00	1,867.60	46.69	8,092.93	97,115.20
20.1			1,733.20	1,798.00	44.95	7,791.33	93,496.00
20.0	1,538.80	1,614.00	1,695.20	1,774.00	44.35	7,687.33	92,248.00
19.1			1,651.20	1,733.20	43.33	7,510.53	90,126.40
19.0	1,452.00	1,532.40	1,609.20	1,689.60	42.24	7,321.60	87,859.20
18.1			1,571.20	1,651.20	41.28	7,155.20	85,862.40
18.0	1,386.00	1,452.00	1,532.40	1,609.20	40.23	6,973.20	83,678.40
17.1			1,492.40	1,571.20	39.28	6,808.53	81,702.40
17.0	1,336.00	1,386.00	1,452.00	1,532.40	38.31	6,640.40	79,684.80
16.1			1,420.00	1,492.40	37.31	6,467.07	77,604.80
16.0	1,259.60	1,336.00	1,386.00	1,452.00	36.30	6,292.00	75,504.00
15.1			1,365.20	1,416.80	35.42	6,139.47	73,673.60
15.0	1,194.40	1,259.60	1,336.00	1,386.00	34.65	6,006.00	72,072.00
14.0	1,148.40	1,194.40	1,259.60	1,336.00	33.40	5,789.33	69,472.00
13.1			1,234.00	1,299.60	32.49	5,631.60	67,579.20
13.0	1,078.40	1,148.40	1,194.40	1,259.60	31.49	5,458.27	65,499.20
12.1	1,073.20	1,100.00	1,171.20	1,218.00	30.45	5,278.00	63,336.00
12.0	1,052.40	1,078.40	1,148.40	1,194.40	29.86	5,175.73	62,108.80
11.1	1,014.80	1,064.80	1,115.20	1,171.60	29.29	5,076.93	60,923.20
11.0	976.80	1,052.40	1,078.40	1,148.40	28.71	4,976.40	59,716.80
10.0	931.20	976.80	1,052.40	1,078.40	28.96	4,673.07	56,076.80
9.0	885.20	931.20	976.80	1,052.40	28.31	4,560.40	54,724.80
8.0	845.60	885.20	931.20	976.80	24.42	4,232.80	50,793.60
7.0	816.00	845.60	885.20	931.20	23.28	4,035.20	48,422.40
6.0	784.40	816.00	845.60	885.20	22.13	3,835.87	46,030.40
5.0	752.40	784.40	816.00	845.60	21.14	3,664.27	43,971.20

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,706.00	1,788.40	44.71	7,749.73	92,996.80
SERVICEMAN A (HV)(21)	1,774.00	1,867.60	46.69	8,092.93	97,115.20
WRKG FRMN/WMN 2/C LES&T (HV)(22)		1,963.60	49.09	8,508.93	102,107.20
WRKG FRMN/WMN 1/C LES&T (HV)(23)		2,063.60	51.59	8,942.27	107,307.20

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 3.0% EFFECTIVE MAY 1, 2014**

T&D PAY TOC GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
25.0	2,022.40	2,125.60	2,209.60	2,334.40	58.36	10,115.73	121,388.80
24.0	1,923.60	2,022.40	2,125.60	2,209.60	55.24	9,574.93	114,899.20
23.1			2,066.00	2,170.00	54.25	9,403.33	112,840.00
23.0	1,827.20	1,923.60	2,022.40	2,125.60	53.14	9,210.93	110,531.20
22.1			1,967.20	2,066.00	51.65	8,952.67	107,432.00
22.0	1,740.40	1,827.20	1,923.60	2,022.40	50.56	8,763.73	105,164.80
21.1			1,852.00	1,967.20	49.18	8,524.53	102,294.40
21.0	1,657.60	1,740.40	1,827.20	1,923.60	48.09	8,335.60	100,027.20
20.1			1,785.20	1,852.00	46.30	8,025.33	96,304.00
20.0	1,584.80	1,662.40	1,746.00	1,827.20	45.68	7,917.87	95,014.40
19.1			1,700.80	1,785.20	44.63	7,735.87	92,830.40
19.0	1,495.60	1,578.40	1,657.80	1,740.40	43.51	7,541.73	90,500.80
18.1			1,618.40	1,700.80	42.52	7,370.13	88,441.60
18.0	1,427.60	1,495.60	1,578.40	1,657.60	41.44	7,182.93	86,195.20
17.1			1,537.20	1,618.40	40.46	7,013.07	84,156.80
17.0	1,376.00	1,427.60	1,495.60	1,578.40	39.46	6,839.73	82,076.80
16.1			1,462.80	1,537.20	38.43	6,661.20	79,934.40
16.0	1,297.20	1,376.00	1,427.60	1,495.60	37.39	6,480.93	77,771.20
15.1			1,406.00	1,459.20	36.48	6,323.20	75,878.40
15.0	1,230.40	1,297.20	1,376.00	1,427.60	35.69	6,186.27	74,235.20
14.0	1,182.85	1,230.40	1,297.20	1,376.00	34.40	5,962.67	71,552.00
13.1			1,271.20	1,338.40	33.46	5,799.73	69,596.80
13.0	1,110.80	1,182.80	1,230.40	1,297.20	32.43	5,621.20	67,454.40
12.1	1,105.20	1,133.20	1,206.40	1,254.40	31.36	5,435.73	65,228.80
12.0	1,084.00	1,110.80	1,182.80	1,230.40	30.76	5,331.73	63,980.80
11.1	1,045.20	1,096.80	1,148.80	1,206.80	30.17	5,229.47	62,753.60
11.0	1,006.00	1,084.00	1,110.80	1,182.80	29.57	5,125.47	61,505.60
10.0	959.20	1,006.00	1,084.00	1,110.80	27.77	4,813.47	57,761.60
9.0	911.60	959.20	1,006.00	1,084.00	27.10	4,697.33	56,368.00
8.0	870.80	911.60	959.20	1,006.00	25.15	4,359.33	52,312.00
7.0	840.40	870.80	911.60	959.20	23.98	4,156.53	49,878.40
6.0	808.00	840.40	870.80	911.60	22.79	3,950.27	47,403.20
5.0	774.80	808.00	840.40	870.80	21.77	3,773.47	45,281.60

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,757.20	1,842.00	46.05	7,982.00	95,784.00
SERVICEMAN A (HV)(21)	1,827.20	1,923.60	48.09	8,335.60	100,027.20
WRKG FRMN/WMN 2/C LES&T (HV)(22)		2,022.40	50.56	8,763.73	105,164.80
WRKG FRMN/WMN 1/C LES&T (HV)(23)		2,125.60	53.14	9,210.93	110,531.20

**PAY GROUPS AND RATES**  
**I.B.E.W. CONTRACT - 3.0% EFFECTIVE MAY 1, 2015**

T&D PAY TOC GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	*STEP 2 *STEP 4	HOURLY	MONTHLY	YEARLY
25.0	2,083.20	2,189.20	2,276.00	2,404.40	60.11	10,419.07	125,028.80
24.0	1,981.20	2,083.20	2,189.20	2,276.00	56.90	9,862.67	118,352.00
23.1			2,128.00	2,235.20	55.88	9,685.87	116,230.40
23.0	1,882.00	1,981.20	2,083.20	2,189.20	54.73	9,486.53	113,838.40
22.1			2,026.40	2,128.00	53.20	9,221.33	110,656.00
22.0	1,792.80	1,882.00	1,981.20	2,083.20	52.08	9,027.20	108,326.40
21.1			1,907.60	2,026.40	50.66	8,781.07	105,372.80
21.0	1,707.20	1,792.80	1,882.00	1,981.20	49.53	8,585.20	103,022.40
20.1			1,838.80	1,907.60	47.69	8,266.27	99,195.20
20.0	1,632.40	1,712.40	1,798.40	1,882.00	47.05	8,155.33	97,864.00
19.1			1,752.00	1,838.80	45.97	7,968.13	95,617.60
19.0	1,540.40	1,625.60	1,707.20	1,792.80	44.82	7,768.80	93,225.60
18.1			1,666.80	1,752.00	43.80	7,592.00	91,104.00
18.0	1,470.40	1,540.40	1,625.60	1,707.20	42.68	7,397.87	88,774.40
17.1			1,583.20	1,666.80	41.67	7,222.80	86,673.60
17.0	1,417.20	1,470.40	1,540.40	1,625.60	40.64	7,044.27	84,531.20
16.1			1,506.80	1,583.20	39.58	6,860.53	82,326.40
16.0	1,336.00	1,417.20	1,470.40	1,540.40	38.51	6,675.07	80,100.80
15.1			1,448.00	1,502.80	37.57	6,512.13	78,145.60
15.0	1,267.20	1,336.00	1,417.20	1,470.40	36.76	6,371.73	76,460.80
14.0	1,218.40	1,267.20	1,336.00	1,417.20	35.43	6,141.20	73,694.40
13.1			1,309.20	1,378.40	34.46	5,973.07	71,676.80
13.0	1,144.00	1,218.40	1,267.20	1,336.00	33.40	5,789.33	69,472.00
12.1	1,138.40	1,167.20	1,242.40	1,292.00	32.30	5,598.67	67,184.00
12.0	1,116.40	1,144.00	1,218.40	1,267.20	31.68	5,491.20	65,894.40
11.1	1,076.40	1,129.60	1,183.20	1,243.20	31.08	5,387.20	64,646.40
11.0	1,036.00	1,116.40	1,144.00	1,218.40	30.46	5,279.73	63,356.80
10.0	988.00	1,036.00	1,116.40	1,144.00	28.60	4,957.33	59,488.00
9.0	938.80	988.00	1,036.00	1,116.40	27.91	4,837.73	58,052.80
8.0	896.80	938.80	988.00	1,036.00	25.90	4,489.33	53,872.00
7.0	865.60	896.80	938.80	988.00	24.70	4,281.33	51,376.00
6.0	832.40	865.60	898.80	938.80	23.47	4,068.13	48,817.60
5.0	798.00	832.40	865.60	896.80	22.42	3,886.13	46,633.60

\*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS

LINEMAN/LINWORMAN 1/C (HV)	1,810.00	1,897.20	47.43	8,221.20	98,654.40
SERVICEMAN A (HV)(21)	1,882.00	1,981.20	49.53	8,585.20	103,022.40
WRKG FRMN/WMN 2/C LES&T (HV)(22)		2,083.20	52.08	9,027.20	108,326.40
WRKG FRMN/WMN 1/C LES&T (HV)(23)		2,189.20	54.73	9,486.53	113,838.40

## Exhibit 2

Effective on or about July 1, 2011 Central Hudson will make its matching contribution to deferrals in the Savings Incentive Plan (401K) with CH Energy Group stock in lieu of cash.

1. Matching contributions will be made to participant's accounts once per month.
2. Participants may exchange out of the Company stock investment at any time subject to NYSE 3 day settlement rules.
3. Participants will receive tax deferred dividends that are declared by the CH Energy Group Board of Directors on the Company stock (typically quarterly). Dividends will be used to purchase additional shares of stock unless a participant elects to receive their dividends. Dividends paid out to a participant are taxable income.
4. Participants will pay commissions of 2.9 cents per share for real time trades (commissions are paid for shares a participant receives and for shares the participant sells).
5. Participants may defer their own contributions into the CH Energy Group stock but will be limited to 25% of their of their total deferral into the CH Energy Group stock. Exchanges and rebalancing into CH Energy Group stock may not exceed 25% of all a participant's investments in the plan.
6. Participants will pay a Securities and Exchange Commission (SEC) fee of approximately .0000192 per dollar. The SEC requires that all investment firms charge a special fee known as an SEC fee, on all executed sell orders. This fee is a percentage of the total trade amount. Currently the fee is \$19.20 per million dollars.
7. After the purchase of shares with a participant's deferral any monies left over will be pooled with the next month employee deferral to apply towards the purchase of additional shares.
8. Distributions can be in the form of CH Energy Group shares or cash.

**2006-044**

Employees who accept a callout prior to a scheduled vacation day or while on a vacation day or accept a scheduled overtime assignment and work anytime between the 7th and 4th hours prior to the start of their next scheduled vacation day will be considered to have cancelled such vacation day and will work their previously scheduled vacation day in accordance with the normal provisions of the labor agreement.

Employees may elect not to cancel their previously scheduled vacation day, in which case no sleep time will be paid. Employees must inform their supervisor of this election prior to the start of next scheduled vacation day. Employees wishing to change their previously scheduled vacation day from a full day to partial day vacation must make this request to their supervisor. These requests will be approved at the supervisor's discretion.

**2006-055**

At the third step hearing the parties discussed various situations relating to emergency operating conditions and the Company's need for proper staffing. The Company will review with the line organization the circumstances when "all hands on deck" are needed.

Employees may appeal a decision to cancel a floating holiday with the Operating Supervisor.

Employees who have a floating holiday cancelled to meet the operating needs of the Company, and circumstances change after the cancellation of the floating holiday, allowing the reinstatement of the floating holiday, supervision will speak to the affected employees and reinstate the floating holiday, if the employee so wishes. Employees are encouraged to check with their supervision to determine if their floating holiday can be reinstated.

This grievance answer will be reviewed with the line organization and supervision.

**2008-09**

The Company agrees that for scheduled overtime assignment, similar to the overtime assignment described in this grievance, the Company shall exhaust the district and satellite lineman scheduled overtime list prior to considering the use of the Project Construction schedule overtime list.

**2008-14**

In recognition that a Chief Gas Mechanic was needed on Saturday, August 9, 2008, agrees to modify the gas crew callouts by chaining all districts' Chief Gas Mechanics together and all districts' Gas Mechanics 1/C together once the required complement from the district of need is not reached. The intent of this modification is to create consistent callout procedures that require minimal manual intervention. In addition, the intent is to eliminate calls out of turn; and equalize callout opportunities. The programmed chains in ARCOS for both Chief Gas Mechanic and Gas Mechanic1/C classifications are listed below.

**NEWBURGH**

**FISHKILL**

**POUGHKEEPSIE**

Fishkill  
Poughkeepsie  
Kingston  
Catskill

Newburgh  
Poughkeepsie  
Kingston  
Catskill

Kingston  
Catskill  
Fishkill  
Newburgh

**KINGSTON**

**CATSKILL**

Catskill  
Poughkeepsie  
Fishkill  
Newburgh

Kingston  
Poughkeepsie  
Fishkill  
Newburgh

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In settlement of Grievance 2005-05 and 2005-83, the Company will agree for the term of the Labor Agreement that when all line personnel in a district (Fishkill, Poughkeepsie, Kingston, Catskill, Newburgh) are called out, the Company will also call out a Field Clerk/Storekeeper from that district. If no district Field Clerk/Storekeeper accepts the callout, the Company is not obligated to call out any other Field Clerk/Storekeeper from another district. The length of the callout for a Field Clerk/Storekeeper is not tied to the length of the callout for any such Linemen.

**JOB SPECIFICATION**

**TITLE  
CLERICAL CUSTOMER SERVICE  
REPRESENTATIVE**

**No. 352.0**

**DUTIES:** Under general supervision utilizing the most highly developed skills to perform all the clerical and office work and exercise good judgment and responsibility when performing such. Such work may include, but not be limited to: responding to customer correspondence, work list of orders that may involve billing issues, review and correction of error listings & other edit reports, making outbound calls to customers (including but not limited to collection calls), making billing adjustments, collect, confirm, analyze, summarize and transcribe information and data from various sources; prepare and maintain files, reports and operational records; operate office machines and clerical work station equipment including, but not limited to, copy machine, fax machine, computers, telephone equipment and calculators; solicit and receive customer information; and perform all other office tasks as assigned; capable of performing all of the general clerical duties and be familiar with all of the procedures of the office to which assigned; to receive visitors and arrange for appointments, if required.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma. Must have proficient computer skills. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP: 6**

**EFFECTIVE: May 1, 2011**

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION CUSTOMER SERVICE REPRESENTATIVE - SECOND CLASS**  
**TITLE**  
**No. 350.2**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision to do difficult clerical and office work calling for some judgment and responsibility which may include, but not be limited to: taking and transcribing dictation; typing from general instructions; checking, collecting, analyzing, summarizing and transcribing data from various sources; operating office machines; interviewing customers; processing cash; operating telephone switchboard. After six (6) months, will, when assigned direct a CSR of a lower classification provided there are Customer Service Representative 1/C on property. Second Class CSRs shall not provide formal training to prepare CSRs for progression tests.

**NOTE:** The maximum time in grade will be eighteen (18) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma, including typing and transcribing if required. Experience with the Company as a Customer Service Representative - Third Class. Good telephone manner and the ability to meet the public in a courteous and businesslike manner. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP: 12** **EFFECTIVE: May 1, 2011**

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION      CUSTOMER SERVICE REPRESENTATIVE - SECOND  
TITLE  
CLASS - Bi-lingual  
No. 352.3**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision to regularly represent the Company, explaining in English and at least one other language its policies and practices to the public which may include soliciting and receiving customer information; to do difficult clerical and office work calling for some judgment and responsibility which may include, but not be limited to: taking and transcribing dictation; typing from general instructions; checking, collecting, analyzing, summarizing and transcribing data from various sources; operating office machines; interviewing customers; processing cash; operating telephone equipment. After six (6) months, will, when assigned direct a CSR of a lower classification provided there is a Customer Service Representative – First Class on property. Second Class CSRS shall not provide formal training to prepare CSRs for progression testing. .

**NOTE:** The maximum time in grade will be eighteen (18) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma, including typing and transcribing if required. Experience with the Company as a Customer Service Representative - Third Class. Good telephone manner and the ability to meet the public in a courteous and businesslike manner. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**NOTE:** This classification is not subject to Article IV of the Working Agreement (Post & Bid)

**GROUP:** 12.1

**EFFECTIVE:** May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION      CUSTOMER SERVICE REPRESENTATIVE - SECOND  
CLASS – PART TIME BI-LINGUAL  
TITLE  
No. 352.2**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision to regularly represent the Company, explaining in English and at least one other language its policies and practices to the public which may include soliciting and receiving customer information; to do difficult clerical and office work calling for some judgment and responsibility which may include, but not be limited to: taking and transcribing dictation; typing from general instructions; checking, collecting, analyzing, summarizing and transcribing data from various sources; operating office machines; interviewing customers; processing cash; operating telephone equipment. After six (6) months, will, when assigned direct a CSR of a lower classification provided there is a Customer Service Representative – First Class on property. Second Class CSRS shall not provide formal training to prepare CSRs for progression testing. .

**NOTE:** The maximum time in grade will be thirty-six (36) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma, including typing and transcribing if required. Experience with the Company as a Customer Service Representative - Third Class. Good telephone manner and the ability to meet the public in a courteous and businesslike manner. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**NOTE:** This classification is not subject to Article IV of the Working Agreement (Post & Bid)

**GROUP:** 12.1 (Top two steps only)

**EFFECTIVE:** May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE  
CUSTOMER SERVICES REPRESENTATIVE  
FIRST CLASS – PART TIME- BI-LINGUAL**

**No. 352.1**

**DUTIES:** Under general supervision to regularly represent the Company, explaining in English and at least one other language, its policies and practices to the public which may include, but not be limited to: handling customer requests, inquiries, complaints; initiating required action relative to billing information, rates, adjustments, collection procedures, service characteristics, service policy and the promotion of sales; perform the more difficult clerical and office work calling for judgment and responsibility which may include, but not be limited to: type from oral instructions; collect, confirm, analyze, summarize and transcribe data from various sources; operate office machines; process cash; operate telephone switchboard and perform miscellaneous office tasks as assigned; capable of performing all of the general clerical duties and be familiar with all of the procedures of the office to which assigned. Will, when assigned, direct a small group of routine office workers on a temporary basis.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma. Experience with the Company as a Customer Service Representative - Second Class or Customer Service Representative Second Class - Part Time. Should have a general knowledge of all phases of Company policies and practices. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Must satisfactorily demonstrate fluency in a language in addition to English through examination. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**NOTE:** This classification is not subject to Article IV of the Working Agreement (Post & Bid)

**GROUP:** 17 (Top Two Steps Only)

**EFFECTIVE:** May 1, 2011

**Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.**

**JOB SPECIFICATION**

**TITLE**  
**GAS MECHANIC - THIRD CLASS**  
**No. 125.3**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under direct supervision to assist anyone of higher skill in the performance of any operator qualification tasks in the Gas Distribution and Transmission System and under general supervision to do any other general labor which may be assigned, such as but not limited to, handling material, tools and equipment; loading and unloading trucks; driving cars and trucks backfilling, etc. To operate equipment not specifically limited to operation by higher classified employees.

NOTE: The maximum time in grade will be twelve (12) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma with some general knowledge and aptitude for working with tools. Experience as a plumber's or steam fitter's helper is desirable. Should possess a motor vehicle operator's license. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP: 13**

**EFFECTIVE: May 1, 2011**

**JOB SPECIFICATION**

**TITLE  
CHIEF MECHANIC  
No. 132.0**

**DUTIES:** Under general supervision to supervise and to direct employees in various trade groups, mechanics, maintenance employees, laborers, etc., in carrying on the work of their trade by constructing, maintaining, repairing and operating the various facilities and to personally perform such skilled work when required; to be responsible for the safe performance thereof; to conduct the work in an economical and diligent manner.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and three years' experience as a Mechanic - First Class. Must have an understanding of the functions of the machines and facilities worked on by employees under him/her and know how to test and operate them. Will, as a condition of entrance to this classification, possess (and maintain) any license/certification required by governmental authority for the operation of a crane. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP:** 21.1 (Top Step Only)

**EFFECTIVE:** May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE  
MECHANIC - FIRST CLASS  
No. 132.1**

**DUTIES:** Under general supervision to do the highest type of work in one or more of the following crafts; Machinist, Millwright, Pipe Fitter, Welder, Blacksmith, Carpenter, Painter, Mason or Rigger and to direct the work of others assisting such employee.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma; must have demonstrated the ability to perform work of the highest quality in one of the above crafts and have several years' previous experience or the equivalent in the particular branch or branches to which such employee belongs. Will, as a condition of entrance to this classification, possess (and maintain) any license/certification required by governmental authority for the operation of a crane. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP:** 19.1

**EFFECTIVE:** May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

Item 20 of the 1977 Memorandum of Agreement shall be amended to read:

- A. Digest Item 1977-20 established a roving provision for the Line Organization that has from time to time been revised to meet the operating needs of the Company. The parties have agreed to work collectively to develop a means of transitioning to a more Flexible Work Force. The intent of establishing a Flexible Work Force is to provide the staffing necessary to:
1. Provide the qualified crewing required to supplement existing District resources to productively complete the incremental capital and maintenance work associated with meeting one or more of the following: regulatory requirements, customer commitments, or work plan objectives based on system wide priority.
  2. Provide adequate qualified crewing for larger scale construction projects best suited for the Project Construction Program where a dedicated construction organization is required to be equally or more competitive with outside line contractors, and thereby assist in displacing the number of line contractors working on the Company property.

The transition to a more Flexible Work Force will require establishing and maintaining, for the term of this Labor Agreement, a minimum complement of six Utility Workers and six Linemen 3/C or a minimum of twelve Linemen 3/C. If the complement falls below those levels established above, the Company will post and fill each vacancy within nine months from the date the position was vacated

The Company will designate a group of Linemen/Linewomen 1/C consisting of 20% of Linemen/Linewomen 1/C as Rovers (who became Linemen/Linewomen 1/C on or after May 1, 2003) (but in no event fewer than four such Linemen/Linewomen 1/C). The selection of such qualified Linemen/Linewomen 1/C will be from the least senior in such classification. Such employees will report at the normal or designated time to any permanent headquarters within the system from time to time as the Company may determine. Such employees shall only be reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

All current Service Worker B's who were scheduled to progress to Service Worker A will retain the Service Worker B's pay rate 17 until they progress to Lineman/Linewoman 1/C.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

- B. Effective May 1, 2011, the parties agree that all current and future individuals assigned to the position of Lineman/Linewoman 3/C after January 1, 2011, and progressing to the position of Lineman/Linewoman 2/C, and then progressing to Lineman/Linewoman 1/C shall become part of the Flexible Work Force but shall have a permanent headquarter assignment. Linemen/Linewomen 1/C in the Flexible Work Force will report at the normal or designated time to any permanent headquarters within the system or Project Construction job site reporting location from time to time as the Company may determine. When a Lineman/Linewoman 1/C in the Flexible Work Force is assigned to a Project Construction job site they will be subject to all provisions of the Project Construction Program as outlined under Exhibit 127 of the Labor Agreement. When the Flexible Work Force complement of Linemen/Linewomen 1/C reaches twelve, then the group of Linemen/Linewomen 1/C designated as Rovers consisting of 20% of Linemen/Linewomen 1/C shall be suspended. If the current Service Worker shift complement has a vacancy and cannot be filled through post & bid, then the Lineman/Linewoman 1/C with the least seniority currently assigned to either Project Construction or the Districts with a 60 month Service Worker commitment will be assigned the Service Worker A vacancy as their permanent headquarters.
- C. The parties agree that the Company will continue to require permanent staffing of Linemen/Linewomen 1/C in the District Headquarters in addition to Service Workers to support daily operation and maintenance requirements. There shall be Linemen/Linewomen 1/C excluded from the Flexible Work Force to support the District Operations. These Linemen shall be determined based on seniority.
- D. Effective May 1, 2011, the parties agree that the six least senior Working Foremen/Forewomen 2/C (LES&T) (HV) will become part of the Flexible Work Force. Subsequent postings and assignments for Working Foreman/Forewomen 2/C (LES&T) (HV) will become part of the Flexible Work Force, in accordance with paragraph D (1) below, but shall have a permanent headquarter assignment.
1. When the Flexible Work Force complement of Working Foremen/Forewomen 2/C (LES&T) (HV) reaches eight, then based on seniority, as each new Working Foreman/Forewoman 2/C (LES&T) (HV) is created, they will become part of the Flexible Work Force and replace an existing Working Foreman/Working Forewomen 2/C (LES&T) on the Flexible Work Force.

Such Working Foremen/Forewomen 2/C (LES&T) (HV) will report at the normal or designated time to any permanent headquarters within the system or Project Construction job site reporting location from time to time as the Company may

determine. Such Working Foremen/Forewomen 2/C (LES&T) (HV) shall only be reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to a headquarters other than their normal headquarters. Working Foremen/Forewomen 2/C (LES&T) (HV) reporting to a Project Construction job site reporting location shall be reimbursed in accordance with the provisions of Exhibit 127. During the term of the Labor Agreement, Working Foremen/Forewomen 2/C (LES&T) (HV) designated as Flexible Work Force assigned to Project Construction shall have the option to opt out of Project Construction after 27 months (this service need not be continuous) The Working Foremen/Forewoman 2/C (LES&T) (HV) who successfully bid or are assigned to Project Construction will be subject to all provisions of Exhibit 127, except as noted below.

Working Foreman/Forewoman 2/C (LES&T) (HV) who did not bid, but are subsequently assigned to Project Construction, will have the option to work, but not be forced to work, the 10 hour/day work schedule provided that there is at least one Working Foreman/Forewoman 2/C (LES&T) (HV) on each project working the 10 hour/day work schedule. A Working Foreman/Forewoman 2/C (LES&T) (HV) designated as Flexible Work Force who decides not to work the 10 hour/day work schedule will also have the option to remain on the scheduled overtime list and callout system for such employee's normally designated headquarters, but will be held to the 20% response requirement of the Callout Response Program. If neither Working Foreman/Forewoman 2/C (LES&T) (HV) designated as Flexible Work Force assigned to a Project Construction job site volunteers for the 10 hr/day work schedule, such assignment shall be determined based on seniority. The Working Foreman/Forewoman 2/C (LES&T) (HV) assigned to Project Construction will be subject to all other provisions of Exhibit 127.

Scheduled overtime records and a call-out system for Working Foremen/Forewomen 2/C (LES&T) assigned to an alternate headquarters but not Project Construction will be maintained at each such employee's normally designated headquarters.

- E. The parties agree that the Company will continue to require permanent staffing of Working Foremen/Forewomen 2/C (LES&T) (HV) in the District Headquarters to support daily operation and maintenance requirements. There shall be Working Foremen/Forewomen 2/C (LES&T) (HV) excluded from the Flexible Work Force to support the District Operations. These Linemen shall be determined based on seniority.

The foregoing shall not preclude the Company from assigning any Second or Third-Class Lineman/Linewomen to any headquarters for training as may be required, in accordance with Article IV (J4).

In view of the foregoing, all Linemen/Linewomen shall continue to progress through the Linemen/Linewomen automatic progression series. (See Exhibit 127). (CH 43 & 45)

1. Exhibit 126 shall be amended to read as follows: This Agreement replaces Exhibit 91 to incorporate the following provisions for the term of the existing Labor Agreement.
  - a. Except as specifically amended by this Agreement, all existing five year commitments for Linemen/Linewomen 1/C, Service Worker A's and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
  - b. Line personnel who were Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C, or Service Workers on May 1, 2003 and still had the one-year obligation at that time are considered to have fulfilled it as of May 1, 2006 (Sunset Clause).
  - c. Any employee who held the classification of Lineman/Linewoman 1/C, Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Service Worker B, Service Worker A or Working Foreman/Forewoman 2/C (LES&T) (HV) as of 2/1/90 was grandfathered and exempt from the mandatory reassignment.

The Company maintains the right to fill the Midnight to 8:00 AM Service Worker shift. The Company will fill the Midnight to 8:00 AM Service Worker shift if it determines operating conditions warrant such a shift. If the Company makes the determination to fill the Midnight to 8:00 AM Service Worker shift, the Company shall meet with the President and Business Manager of Local 320 in an attempt to identify other alternatives that will meet the operating needs of the Company. If the Midnight to 8:00 AM shift is implemented, all affected Local 320 employees will be notified a minimum of 30 days prior to the start of the schedule. If a Midnight to 8:00 AM Service Worker shift is reestablished, the 6:00 AM to 2:00 PM Service Worker shift will revert back to 8:00 AM to 4:00 PM.

All existing Service Worker A's (109.1), as of 02/01/01, will continue to be exempted from being scheduled to work the Midnight to 8:00 AM shift. Such Service Workers may be assigned to work shifts consisting of 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM and such shifts will not be considered to be working the Midnight to 8 AM shift. If the Service Worker schedule, which need not conform to the Midnight to 8:00 AM, 8:00 AM to 4:00 PM and 4:00 PM to Midnight shifts, includes a shift from 6:00 AM to 2:00 PM and/or 7:00 AM to 3:00 PM these exempt Service Workers, working such shift, will not compromise their Midnight to 8:00 AM shift exemption. However, if these Service Worker A's bid to another headquarters, they will be subject to work the Midnight to 8:00 AM shift.

Employees in the classification of Service Worker B (109.2) are subject to being assigned to work the Midnight to 8 AM shift. However, Service Worker B's will not be assigned to cover a shift or any part of a shift alone or be paired with another Service Worker B to fill a Service Worker shift or any part of a shift.

Service Workers' workdays off will be rotated as provided for in Article III C of the T&D Labor Agreement.

It is the Company's intent to continue to operate all Service Crews as one-person crews. There are circumstances, related to the nature of a work assignment, where two one-person crews may be teamed together to complete an assignment. Where two one-person crews are teamed together, and the crew determines that it may be advantageous to operate as a two-person crew in a single truck, the crew will first discuss it with a supervisor and get agreement from the supervisor.

Where there is a Service Worker shift vacancy and the Company determines that such vacancy needs to be filled, the Company will first post to fill the vacancy.

Any individual who becomes a Lineman/Linewoman 1/C on or after 02/01/01 shall be subject to being assigned (either through reassignment under this agreement, post & bid or outside hire) into the Service Worker A position without any examination for promotion to Service Worker A.

Individuals who enter this Program will be obligated to serve in the Service Worker A position for a period of not less than 60 months (this service need not be continuous). The Company and the Union agree to permit Service Worker A's, with less than 60 months as a Service Worker A, to bid a posted position in the Project Construction Program, such time assigned to the Project Construction Program will be credited toward the minimum 60-month commitment as a Service Worker A but such credit will be limited to 36 months for employees progressing to Lineman 1/C or Service Worker A effective May 1, 2012 as outlined in Exhibit 127.

The Company shall post for a Lineman/Linewoman 1/C and give Service Worker A's, who are not needed to maintain the complement necessary to staff the Service Worker shift schedules that are in place at the time of such posting, the opportunity to bid to Lineman/Linewoman 1/C, regardless of the time they may have left on their 60-month Service Worker A commitment. Seniority shall prevail regardless of time served as a Service Worker A.

If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may

assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C PC shall count as service for purposes of fulfilling an individual's 60-month Service Worker A commitment as outlined in Exhibit 127 and paragraph 7C above. Until this 60-month commitment is fulfilled, these individuals shall remain available for reassignment to the Service Worker A position as provided for under this agreement. Such group shall be comprised of the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms and conditions of the Project Construction program shall apply.

An individual hired on or after 02/01/01 directly into a Lineman/Linewoman 3/C position in progression to Service Worker A will also be eligible, prior to completing their 5 year Service Worker A commitment, to bid into other positions outside the Line classifications; however, if they do, they will maintain their obligation to complete the remainder of their 5 year Service Worker A commitment if they return to a Line classification.

In no event will any 5 year Service Worker A obligation extend beyond 12 years from the original date of the assignment of the employee to Service Worker A or Lineman/Linewoman 1/C, provided that the employee remains in the classification of Service Worker A or Lineman/Linewoman 1/C. There is no obligation on the part of the Company to post for Lineman/Linewoman 1/C or to reassign Service Workers A's following the expiration of this 12 year period, except as otherwise provided for in this agreement. Any employees who bid for and accept a position as one of the 41 permanent Working Foremen/Forewomen 2/C (LES&T) (HV) shall be considered to have fulfilled their obligation as long as they remain in that classification.

The Union and Company will discuss and rectify, if possible, the assignment of any individual that would result in a more favorable headquarters assignment being made to an individual with less seniority (including new hires) over a more senior individual.

Any employee reassigned on a mandatory basis shall be eligible for mileage reimbursement (with the rate consistent with Article V P of the T & D Labor Agreement.) Such reimbursement shall not exceed 24 months. The provisions of Article V G shall not apply.

Future Linemen/Linewomen 1/C subject to being assigned to Service Worker A will be assigned on a voluntary basis and if enough individuals do not accept the assignment, the employees with the lowest seniority will be assigned.

The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the program that is of concern to either or both of the parties.

Employees who were Working Foremen/Forewoman 2/C (LES&T) (HV), Linemen/Linewomen 1/C or currently assigned Service Worker A's on May 1, 2003 have fulfilled their obligation as of May 1, 2006.

The Pay Group for Service Worker A shall be Pay Group 21.

Except as specifically amended by this Service Worker Agreement, all existing five-year commitments previously established under the Labor Agreement for Linemen/Linewomen 1/C, Service Worker A's, and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.

Effective May 1, 2011, the parties agree that all current and future individuals assigned to the position of Lineman/Linewoman 3/C after January 1, 2011 shall progress to the position of Lineman/Linewoman 2/C, and then Lineman/Linewoman 1/C and become part of the Flexible Work Force. If the current Service Worker shift complement has a vacancy and cannot be filled through post & bid, the junior Lineman/Linewoman 1/C with a 60-month Service Worker commitment will be assigned the Service Worker A vacancy as their permanent headquarters. All current Service Worker B's who were scheduled to progress to Service Worker A will retain the Service Worker B's pay rate 17 until they progress to Lineman 1/C.

The following procedure shall be followed when covering absences of Service Workers.

All Service Workers A's and Service Worker B's (assigned to a shift) in the District are eligible to be called for any shift. Service Worker B's will only be called to cover a shift if a Service Worker A is scheduled to work the same shift. Service Worker B's will not be assigned to cover a shift alone or be paired with another Service Worker B.

When a shift vacancy occurs, the Company may elect to cover part or all of the shift. When the decision is made to cover part or all of the shift, the assignment will be offered to the Service Workers in accordance with the process outlined below:

1. Call, if available, a Service Worker in the District on their first day off.
2. Call, if available, a Service Worker in the District on their second day off.

3. Assign, if available, a Service Worker in the District on the prior shift to work an additional four hours and call, if available, a Service Worker in the District on the following shift to report to work four hours ahead of such Service Worker's scheduled shift. The selection of the Service Worker to work an additional four hours shall be made from the scheduled overtime list. The selection of the Service Worker to report to work four hours early shall be made from the callout list. Assign, if available, a Service Worker in the District on the prior shift to work eight additional hours. The selection of such Service Worker shall be made from the scheduled overtime list.
4. Call, if available, a Service Worker on the following shift to report to work eight hours early. The selection of the Service Worker shall be made from the call out list.

The off Service Worker is defined as a Service Worker who is not scheduled to work for the entire calendar day and shall be called using the callout list. Consideration shall be given to the Service Worker's respective position on the list and the number of skips already assigned to each Service Worker. If all eligible Service Workers have the same number of skips, they shall be called in the order they appear on the call out list. If the Service Workers have different numbers of skips, the Service Worker with the lowest number of skips shall be called first. (See Example)

A skip shall be applied to those Service Workers called to work. No skip shall be applied if the pointer was at a Service Worker called. Skips are only removed when the pointer moves past a Service Worker during a normal call out.

If, after going through the above procedure, no Service Worker is available to cover a shift and the Company has determined that coverage is required, the shift may be filled in accordance with the terms of Exhibit 74 of the Labor Agreement.

Pay and meals for the employee called shall be administered in accordance with Exhibit 32 of the Labor Agreement.

#### EXAMPLE TO EQUALIZE SKIPS

The following example is a call out to fill an unscheduled Service Worker vacancy. The sequence begins with the Service Worker with the least amount of skips. The call out order would be SW 3, SW 2, and then SW 1. In this example SW 3 accepted the call. SW 3's skip total will be increased by one. SW 1 and SW 2's skip total will remain unchanged.

Order	Name	Skips	Call out Order	Skips After Call
1	SW 1	6	3	6
2	L 1	0	N/A	0
3	SW 2	5	2	5
4	L 2	0	N/A	0
5	SW 3	2	1	3

Lineman/Linewoman 2/C and Service Worker B training.

Linemen/Linewomen 2/C shall be upgraded to Service Worker B and assigned to ride on shift with a Service Worker A for at least one full shift rotation during their last four months of progression. The employee upgraded to Service Worker B will be eligible for applicable shift differential but not mileage reimbursement under Article V P of the Labor Agreement during this upgrade period. This assignment will be for training purposes only; however, the crew complement would be considered qualified.

Exhibit 127 shall be amended to read as follows:

Exhibit 127 - Project Construction Program Agreement

- A.** The intent of the Project Construction Organization is to be a dedicated construction organization, assigned to large-scale construction projects that would typically last 3 or more days, which will maximize crew productivity on construction projects, be equally or more competitive with outside line contractors, and assist in reducing the number of line contractors working on the Company property.
- B.** The Project Construction Organization will be assigned to the Customer Services Group.
- C.** The work force of the Project Construction Organization can be permanently headquartered in one or more normally staffed headquarters with like type job classifications. The Project Construction permanent headquarters will be established through the post & bid process utilizing temporary postings. In the event the Company changes the Headquarters at any time in the future, the Company may do so through a subsequent temporary posting. Any temporary posting under this program may extend for the term of the Labor Agreement. Under these provisions, the posting is subject to an individual employee's right to opt out of the Program after completion of 12 months in the Program, and additional opportunities to opt out of the Program every 12 months thereafter and such employee shall be returned to their permanent job and headquarters as soon as possible thereafter but in no case more than 30 days. If an individual wishes to opt out of the program at any other time, and Management agrees to such opt out, such individual shall be returned to their permanent job and headquarters at the completion of their current assignment or within 30 days whichever occurs first. If such return is to a job they left less than 6 months before, such individual will maintain their position on the scheduled overtime list with the hours they had when they left their permanent headquarters, and all scheduled overtime hours they worked as part of Project Construction will be added to their scheduled overtime hours on the list in their permanent headquarters.
- D.** Multiple alternate headquarter reporting will be established. Each Project Construction job that is expected to last at least 90 days or more shall be posted. This provision includes normally staffed headquarter reporting and project jobsite reporting. Employees of a Project Construction Crew will report at the beginning of the workday and be dismissed at the end of the

day from the alternate headquarters site, from the project jobsite to which they are assigned, or from their permanent headquarters.

- E. The Project Construction work force will include, but not be limited to, Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C (LES&T) (HV) and Chief Line Clearance Men/Women. The work force will be established through a temporary posting for the purpose of performing project construction work on a job site reporting basis. Other employees assigned to the Project Construction work force may be assigned in accordance with paragraphs F, G, H, and I below and in accordance with the provisions of Exhibit 126.
- F. Employees may be assigned to this program through Article IV J 4 for training during their progression period. (Linemen/Linewomen 3/C may be assigned for up to 9 months of their 18 month progression period and Lineman/Linewomen 2/C or Service Worker B for up to 18 months during their 30 months in progression.) These employees shall be assigned for a minimum of 40 hours/week and will conform to the work schedule of the Project Construction Crew and all other conditions of this Project Construction Agreement. However, any such employee may enter this program through a temporary posting through post and bid.
- G. The Company shall create the position of Temporary Working Foreman/Forewoman 1/C (HV) in Pay Group 23 for the purpose of supervising crews in the absence of a supervisor under the provisions of Article V.C. in the Labor Agreement while assigned to a Project Construction project.
- H. It is the intent to have a Project Construction project staffed with two Temporary Working Foremen/Forewomen 1/C but at a minimum of one Temporary Working Foreman/Forewoman 1/C (HV) and one Temporary Working Foreman/Forewoman 2/C (LES&T) (HV).
  - 1. When the Company has a need for temporary Working Foremen/Forewomen in Project Construction, it will post for one or more Temporary Working Foreman/Forewoman 1/C (HV) as well as Temporary Working Foreman/Forewoman 2/C (LES&T) (HV). The Company shall assign two Temporary Working Foremen/Forewomen 1/C (HV) from the list of qualified bidders.
  - 2. In the event that there are no qualified bidders to a Temporary Working Foreman/Forewoman 1/C (HV) posting for Project Construction, the Company shall assign a qualified Working Foreman/Forewoman 2/C (LES&T) (HV) from the Flexible Work Force (1977-20) to Project Construction. Such assignment shall be to the classification of Temporary Working Foreman/Forewoman

1/C (HV). The Company shall also assign one Temporary Working Foreman/Forewoman 2/C (LES&T) (HV) from the list of qualified bidders.

3. If there is only one qualified bidder for the Temporary Working Foreman/Forewoman 1/C (HV) posting, then the Company shall also assign one Temporary Working Foreman 2/C (LES&T) (HV) from the list of qualified bidders.
4. In the event that there are no qualified bidders to a Temporary Working Foreman/Forewoman 2/C (LES&T) (HV) posting, the Company may assign a Working Foreman/Forewoman 2/C (LES&T) (HV) from the Flexible Work Force (1977-20) to Project Construction. Such assignment shall be to the classification of Temporary Working Foreman/Forewoman 1/C (HV).

The Company will offer a vehicle to the Working Foremen/Forewomen 1/C (LES&T) (HV) assigned to the Project Construction Program to be taken home and used to commute between their home and their work headquarters. All terms of the Project Construction Program and Transportation Policy shall apply.

- I. If the Company has a need for temporary Linemen/Linewomen 1/C in Project Construction, it will post. In the event there are no bidders to a temporary Lineman/Linewoman 1/C posting for Project Construction, the Company may assign a Lineman/Linewoman 1/C to Project Construction provided the Lineman/Linewoman 1/C still has time remaining on his/her 5 year Service Worker A commitment. Such service as a temporary Lineman/Linewoman 1/C - PC shall count as service for purposes of fulfilling an individual's 60-month Service Worker A commitment but such credit will be limited to 36 months for employees progressing to Lineman 1/C or Service Worker A effective May 1, 2012. Such group shall be comprised of the junior Service Workers A and/or Linemen/Linewomen 1/C that have time remaining on their 60-month Service Worker A commitment. All terms of the Project Construction Program shall apply.
- J. Until the Flexible Work Force complement of Linemen/Linewomen 1/C reaches twelve, the provisions of 1977-20 do not apply to Linemen/Linewomen 1/C assigned to the Project Construction Program. No Linemen/Linewomen 1/C assigned to the Project Construction Program will be included in the percentage calculation provided for in 1977-20 nor will any Linemen/Linewomen 1/C assigned to the Project Construction Program be classified as a Rover while in said program.

- K. For the purpose of job site reporting, projects must have a duration minimum of 3 consecutive days and also have an estimated completion date.
- L. Prior to initiation of each job site reporting assignment, the Company will provide a field office including communication facilities, heat, sanitary facilities and drinking water for the assigned employees. Sufficient space will be provided for off-road parking for Company and personal vehicles.
- M. Mobilization and de-mobilization will be done on Company time.
- N. Prior to beginning each job site reporting assignment, affected employees will receive a minimum of 3 working days notice of their assignment. Swaps between employees of the same classification will be allowed. Employees reporting a "swap" must do so within two (2) working days of notification of a new job assignment. Swaps between employees are confined to employees assigned to the same headquarters. Swaps shall be for the duration of the job assignment. Any exceptions or changes to swap arrangements will be subject to management approval.
- O. Employees who are directed to report directly to a job site or to an alternate headquarters will receive the payments outlined below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out). The Working Foremen/Forewomen 1/C (HV) who are assigned a vehicle will receive the flat amount shown plus tolls if applicable but will not be entitled to mileage reimbursement.

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 – 10 miles	\$8 plus mileage and tolls
Greater than 10.0 – 15 miles	\$16 plus mileage and tolls
Greater than 15.0 – 20 miles	\$24 plus mileage and tolls
Greater than 20.0 – 25 miles	\$31 plus mileage and tolls
Greater than 25.0 – 30 miles	\$38 plus mileage and tolls
Greater than 30.0 – 35 miles	\$45 plus mileage and tolls
Greater than 35.0 miles	<u>Article V G (\$90)</u>

- P. When required to report to a job site or alternate headquarters, pursuant to this program, unless provided with a vehicle by the Company or not entitled to mileage pursuant to other sections of this Agreement, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.

- Q. The Project Construction Crew work week will consist of four (4) consecutive ten (10) hour days between the hours of 6:00am and 6:00 pm, Monday through Friday, with one-half (1/2) hour allotted for a lunch period between 11:00 am and 1:30 pm. After ten (10) hours in a regular workday, or forty (40) hours in a regular workweek at the straight time rate, overtime shall be paid. Employees in progression who are scheduled for progression training schools while working with the Project Construction Crews, with 72 hour notice, may have their work schedule changed to five (5) consecutive eight (8) hour days.
- R. Commencing with the pay period beginning the Sunday before Thanksgiving and continuing through the pay period ending the second Saturday of January, the Project Construction Crews may be scheduled to work five (5) consecutive eight (8) hour days Monday through Friday each week in accordance with Article III A. 2 of the Labor Agreement.
- S. Overtime meals for the employees assigned to the Project Construction Program will be provided in accordance with the provisions of Article V ( H) of the Labor Agreement.
- T. The inclement weather provision for the employees assigned to the Project Construction Program will be consistent with the provisions of Article V (I) of the Labor Agreement.
- U. Employees working a 10 hr/day work schedule assigned to the Project Construction Program will be on their own callout and scheduled overtime lists in their permanent Project Construction Headquarters. All assigned employees will be exempt from the 20% response requirement of the Callout Response Program. These employees will be subject to all other terms and conditions of the Callout Response Program. An employee working in a Project Construction Crew will only be called after the respective (like type classification) callout list in the headquarters in which the Permanent Project Construction Headquarters is located has been exhausted. All employees in this program will be considered for participation in requests for mutual aid in the same manner as all other Company employees with like type classifications.
- V. When employees are working a 10-hour workday week and a Company observed holiday falls during such a workweek, the affected employees will be paid 10 hours (straight time) for the observed holiday. When working a Monday through Thursday schedule and an observed holiday falls on a Friday; the Project Construction Crews will observe the holiday on Thursday of the same week. When working a Tuesday through Friday schedule and an observed holiday falls on a Monday the Project Construction Crew will observe the holiday on Tuesday of the same week. This paragraph does not apply to Thanksgiving, the day after

Thanksgiving, Christmas Eve, Christmas and New Years Day Holidays when the workweek during such Holidays is five (5) consecutive eight (8) hour workdays Monday through Friday. Holiday pay for workweeks consisting of five (5) consecutive eight (8) hour workdays shall be eight (8) hour (straight time) pay.

- W. When an employee is working a 10 hour/day workweek and works overtime between the seventh and fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. The employee may elect to take the remainder of their workday off as personal time or at no pay if they have exhausted their personal time. The remaining provisions associated with the sleep time provisions shall apply to the employees assigned to the Project Construction Program.
- X. When an employee is working a 10 hour/day work week and is required to work 16 or more consecutive hours, then he/she shall be allowed a rest period of 8 hours after the termination of said work. If the employee continues working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic work day, the employee may elect to take the remainder of their workday off as personal time or at no pay if they have exhausted their personal time provided the employee is not requested or required to return to work after the rest period of 8 hours.
- Y. Vacation, personal and sick time will be accrued, used and accounted for on an hourly basis.
- Z. The Parties have agreed to continue this Project Construction Program for the term of the Working Agreement commencing May 1, 2011. The Company will maintain 41 permanent Working Foremen/Forewomen 2/C (LES&T) or 1/C (HV) pursuant to the terms of Exhibit 87 and this agreement. Working Foreman/Forewoman 2/C (LES&T) (HV), including all permanent Working Foreman/Forewoman 2/C (LES&T) (HV) who bid to temporary positions, where they maintain rights to return to their permanent Working Foreman/Forewoman 2/C (LES&T) (HV) position, will be counted toward this complement of 41
- AA. If the Company intends to assign a construction project to the Project Construction work force outside of the Company's franchise territory, it shall first meet with Local 320 to review and fully discuss the Company's intent.

**BB.** The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the Program that is of concern to either or both of the parties. If deemed necessary, the parties may agree to a future schedule of meetings.

**+ Exhibit M87**

**December 10, 1990**

**(Amended January 14, 1993)**

**(Amended January 1, 1995)**

**(Amended May 1, 2008)**

**(Amended May 1, 2011)**

**15KV GLOVING PROGRAM**

The Company and Local 320 I.B.E.W. have agreed to enter into a program for the purpose of working on energized 15KV conductors with rubber gloves as provided for in Item 10 of Exhibit F of the 1989 Memorandum of Agreement.

1. Gloving on energized 15KV circuits will be performed in accordance with Article V Q of the Labor Agreement. A minimum crew for purposes of gloving on energized 15KV conductors shall consist of one of the following crew complements:

- a. Two Working Foremen/Forewomen 2/C (LES&T) (HV).
- b. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Lineman/Linewoman 1/C (HV).
- c. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Service Worker A (HV).
- d. A Working Foreman/Forewoman 1/C (HV) may be utilized to replace a Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C (HV), or Service Worker A (HV) in any of the crew complements listed above.

Staffing in excess of the above will be based on the requirements of the job. A crew leader may request additional manpower if he/she gives reasons why the safe performance of the job requires it. Prior to proceeding with the work as planned, the supervisor shall review at the work site the conditions or circumstances which have created the reported unsafe or hazardous condition.

If the supervisor determines that the job does not warrant additional manpower or if an alternative work method and/or equipment can be utilized to remove the hazard, the supervisor will assign the work to the crew leader.

If the crew leader still believes that a safety hazard exists, the work will be performed by that crew either utilizing "hot sticks" or de-energized at the direction of the unclassified Supervisor and such issue will be referred to the 15KV Review Committee as established under Item 8 of this Agreement for discussion and resolution.

There is no restriction on the number of people who may be elevated at any one time regardless of the crew size.

When a job assignment involves direct handling of energized 15KV circuits, one qualified high voltage crew member will remain on the ground (not elevated). If the job involves more than the crew complement listed above, a Lineman/Linewoman 2/C / Service Worker B may be assigned to assist a Lineman/Linewoman 1/C /Service Worker A or higher classification, in the elevated position to direct handle energized 15 KV circuits at the discretion of the Working Foreman/Forewoman 2/C (LES&T) (HV) or Working Foreman/Forewoman 1/C (HV) in charge of the crew.

Linemen/Linewomen 2/C and Service Worker Bs will be permitted to direct handle energized 15 KV circuits as described in the previous paragraph provided that the current Linemen/Linewomen 2/C / Service Worker B High Voltage Gloving Training Program is added to the Lineman/Linewoman 3/C to Lineman/Linewoman 2/C / Service Worker B progression school.

Other employees assigned to the crew for the purpose of flagging or other work not associated with the direct handling operation may be of classifications lower than that of Lineman/Linewoman 2/C.

2. This agreement shall be in effect as of January 1, 1993. Thereafter, this agreement shall be extended and remain in full force and effect, except that either party may terminate this agreement, on or before January 1, 1995, by providing the other party with a written Notice of Termination. Such Notice of Termination shall take effect 30 days after it is served on the other party. Such 30-day Notice of Termination may not be given after December 1, 1994. In the event one of the parties elects to terminate this program, then upon such termination, the pay of Lineman/Linewoman 1/C (101.1) shall revert back to pay group 19.1; the pay of Working Foreman/Forewoman 2/C (LES&T) (130.1) shall revert back to pay group 21.1; and the pay of Service Worker A (109.1) shall revert back to pay group 20.1.

3. All direct handling of energized 15KV overhead distribution conductors and equipment will be performed from an insulated aerial lift device. Basket liners will be available. Insulated booms will continue to be tested on a semi-annual basis. The employee has the option to request additional testing at any time.

4. Each Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV), Working Foreman/Forewoman 1/C (HV), Lineman/Linewoman 2/C, Service Worker B and Service Worker A (HV), who has qualified as a Lineman/Linewoman, will be required to participate in the Program, except those employees who were Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C or Service Workers A prior to July 1, 1965, who previously declined to participate in the Program.

5. A training program will be provided to all future employees prior to participating in the Program. Adequate refresher training will be provided to incumbents on an as-needed basis.

6. Exhibit 17 of the Labor Agreement shall not be modified as a result of this agreement. Any Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV), Working Foreman/Forewoman 1/C (HV), or Service Worker A (HV) participating in this gloving program who is called out of turn to direct-handle 15KV energized conductors shall have a skip applied.

7. Direct-handling of 15KV energized circuits shall not be performed in inclement weather or during the hours of darkness. (Emergencies shall not affect this prohibition).

8a. A 15KV Review Committee consisting of not more than four (4) representatives of Management and four (4) representatives of Local 320, consisting of the Union President and three (3) qualified line personnel in the Program, shall meet on a semi-annual basis or more often, if necessary, to discuss any areas of concern that may arise during this Program. Any issue dealing with how a gloving job is to be performed including the staffing under paragraph 1 above, shall not be subject to the grievance procedure but rather be submitted to the Review Committee for discussion and resolution.

- b. In the event the Review Committee is unable to resolve any issue which comes before it including staffing under paragraph 1 above, such issue will be referred to the President of the Company, who shall act as an independent arbitrator and decide the issue.

The Review Committee shall present their respective cases/positions at a joint meeting with the President of the Company. In addition to the Review Committee, any other person who has facts including the crew leader, crew members and supervision.

10. Employees working on circuits energized at 15KV shall use only Class II (20KV) rubber gloves and standard weight Class II (20KV) rubber sleeves. Rubber gloves will continue to be personalized. The current 60-day testing schedule for rubber gloves, sleeves and blankets will be continued. The employee has the option to request additional testing at any time.

11. Linemen/Linewomen 2/C and/or Service Worker B shall not be upgraded to meet the crew requirements in Item 1 a through c of this agreement.

12. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) to establish a complement of 36. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) assigned to the line department to establish a complement of 41 by 12/1/91. These complements are without a commitment to permanent staffing.

13. The Program shall not be a limitation on the ability of the Company to use the Service Workers A, Linemen/Linewomen 1/C, Working Foremen /Forewomen 2/C (LES&T), Working Foremen/Forewomen 1/C (HV), or other electric line personnel as set forth in the Labor Agreement.

14. Item 1965 +10 is null and void and the Item is to be removed from the Labor Agreement. Item 1965 +10 reads as follows:

New job classifications with their corresponding pay groups will be established as follows:

Lineman/Linewoman 1/C (HV)  
Service Worker A (HV)

Pay Group 20  
Pay Group 21

**The job specifications will be prepared prior to the date the first employee qualifies through the program described above.**

**It was recognized that the foregoing program will take some time to establish and that not all can be trained at once.**

**15. Item 1971 +33 is null and void and the Item is to be removed from the Labor Agreement. Item 1971 +33 reads as follows:**

**The Company will continue the high voltage committee; but meetings will not be held unless there is a substantial change in positions on the part of the Company or the Union.**

**16. Item 1975 +23 is null and void and the Item is to be removed from the Labor Agreement. Item 1975 +23 reads as follows:**

**The Company agrees that 15KV rubber gloving will not be introduced during the term of the agreement without a complete discussion and review with and the consent of the Union. (See 1971+33)**

**17. Item 1989 +19 and Exhibit F of the 1989 Memorandum of Agreement are null and void and the Item is to be removed from the Labor Agreement. Item 1989 +19 reads as follows:**

**A single-phase 15KV Trial Gloving Program will be established as described in Exhibit F hereto.**

**18. In the event that one party elects to terminate this program under the provisions of Paragraph 2 above, the Items listed under Paragraphs 14, 15 and 16 above shall be reinstated into the Labor Agreement in their entirety.**

The second paragraph of Article VC shall be amended to read as follows:

A line, electrician or cable splicing crew consisting of three, four, or five persons shall include either a Working Foreman/Forewoman 2/C LES&T or a Working Foreman/Forewoman 1/C (HV). A line, electrician, or cable splicing crew consisting of up to ten classified employees when supervised by a Working Foreman/Forewoman 1/C (HV) shall not require the presence of a supervisor or a Working Foreman/Forewoman 2/C LES&T. Such Working Foreman/Forewoman 1/C (HV) shall not be entitled to an upgrade unless the crew size exceeds ten classified employees. If a supervisor is present for periods greater than one hour regardless of crew size, the Working Foreman/Forewoman 1/C (HV) or Working Foreman/Forewoman 2/C LES&T shall not be entitled to an upgrade. If such Working Foreman/Forewoman 2/C LES&T and Working Foreman/Forewoman 1/C (HV) must be absent from the crew and more than two persons remain, then the first class employee in that crew who has seniority shall act in such absentee's place and if so acting for periods of more than one hour shall be paid at the rate of a Working Foreman 2/C LES&T for the time so acting. A line, electrician or cable splicing crew of more than five persons shall include a Working Foreman/Forewoman 2/C LES&T and be under the supervision of a Supervisor or include a Working Foreman/Forewoman 1/C (HV). If the Supervisor must be absent from the crew and there is not a Working Foreman/Forewoman 1/C (HV) present, then the Working Foreman/Forewoman 2/C LES&T shall be in charge of the crew, and if so left in charge for periods of one hour or more, shall be paid for the time while so in charge two pay steps above the rate for Working Foreman/Forewoman 2/C LES&T. (See +Exhibit M87)

**JOB SPECIFICATION**

**WORKING FOREMAN/FOREWOMAN – FIRST CLASS (H.V.) PROJECT CONST.**

**TITLE**

**No. 130.7**

**Duties:** Under general supervision to supervise and direct Linemen/Linewomen, Electricians, Splicers, and Testers, including all employees associated with or assigned to work with these groups, doing the more complicated work of the trades or performing any other related work as assigned; to be responsible for the safe performance thereof; to conduct the work in an economical and diligent manner and, as occasion demands, to do the work of and to work with as well as to direct the employees so engaged.

**Qualifications:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least eight years' experience in the highest grade of the craft (Lineman/Linewoman 1/C (HV), Service Worker A (HV), or Working Foreman/Forewoman 2/C LES&T (HV)) such employee will supervise or its equivalent. Must have sufficient executive ability to direct the activities of employees as assigned. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

Group: 23 (Top Step Only)

Effective: May 1, 2011

Approved by I.B.E.W. – Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION                      ENGINEERING DRAFTER - FIRST CLASS - SPECIAL**  
**TITLE**  
**No. 159.1**

**DUTIES:** Under general supervision in the Engineering Group to develop overall drawings, specifications and other documents as directed for the installation of the Company's gas, electric, mechanical or common plant; to design component parts of major and minor electrical, mechanical or structural projects including electrical and/or mechanical control systems; to perform complicated engineering calculations; to direct and check the preparation of calculations, drawings and specifications prepared by other Drafters and Engineering Drafters, as required; assist and advise personnel of other groups as to established engineering procedures and standards. Develop charts, maps, renderings, or graphs, as required, and to make field measurements, sketches and observations required in the performance of the work.

Develop and assist in the establishment of training programs for Engineering Drafters; assist in the establishment of improvements in drafting or reproduction techniques and procedures.

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED and two years of equivalent relevant electrical design work experience will be accepted with 18 credit hours of additional educational requirements. Such additional 18 credit hours to consist of courses in control electronics/ automation systems, mechanics of structures/ engineering statics, mechanics of materials structural analysis and electric power systems. Proficiency with AutoCAD program required. Applicant must have a working knowledge of electrical design (preparation of general arrangement drawings, sections, elevations, and installation details, including wiring and schematics). Must be familiar with power and control wiring. Satisfaction of the requirements of automatic progression in the Engineering Drafter series according to the terms of the Working Agreement, including 18 months as Engineering Drafter - First Class, No. 159.2 (top two steps only) before progressing to Engineering Drafter - First Class - Special, No. 159.1 (top step only). Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 21 (Top Step Only)

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE  
ENGINEERING DRAFTER - FIRST CLASS  
No. 159.2**

**DUTIES:** Under general supervision in the Engineering Group to develop overall drawings, specifications and other documents as directed for the installation of the Company's gas, electric, mechanical or common plant; to design component parts of major and minor electrical, mechanical or structural projects including control systems; to perform complicated engineering calculations; to direct and check the preparation of calculations, drawings and specifications prepared by other Drafters and Engineering Drafters, as required, and supervise the work of Drafters and Engineering Drafters in lower grades, as required; to assist and advise personnel of other groups as to established engineering procedures and standards. Develop charts, maps, pictorial representations or graphs, as required, and to make field measurements, sketches and observations required in the performance of the work.

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED and two years of equivalent relevant electrical design work experience will be accepted. Proficiency with AutoCAD program required. Applicant must have a working knowledge of electrical design (preparation of general arrangement drawings, sections, elevations, and installation details, including wiring and schematics). Must be familiar with power and control wiring. A minimum of two and one half years as an Engineering Drafter - Second Class. An applicant must have a detailed knowledge of material and equipment used in construction, knowledge of electrical, structural and/or mechanical design fundamentals and the associated mathematical representations; must have knowledge of the Company's accounting, budget and property record procedures and the means of access to all Company records in order to implement all job responsibilities. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 20 (Top Two Steps Only)

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ENGINEERING DRAFTER - SECOND CLASS**  
**No. 159.3**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision in the Engineering Group to design and draft plans and drawings for electrical, structural, mechanical or common Plant, including component parts of projects and necessary controls; make engineering studies, analysis, reports and calculations of moderate difficulty relating to the design, operation, and maintenance of projects; check drawings completed by others for drafting accuracy; perform technical calculations; accurately interpret complicated engineering plans and work orders; make field measurements, calculations and sketches required in the performance of the assignments and accurately translate such data into final coordinated record form and assist in more complex work of this nature; to develop graphs, charts and maps for Company use, as directed, and supervise the work of Drafters and Engineering Drafters in lower grades as required.

**NOTE:** The maximum time in grade will be thirty-six (36) months.

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED and two years of equivalent relevant electrical design work experience will be accepted. Proficiency with AutoCAD program required. Applicant must have a working knowledge of electrical design (preparation of general arrangement drawings, sections, elevations, and installation details, including wiring and schematics). Must be familiar with power and control wiring. A minimum of one year's experience as an Engineering Drafter - Third Class; must be proficient, accurate and neat in handling drafting materials and advanced techniques. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP:** 18 (Top Two Steps Only)

**EFFECTIVE:** May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ENGINEERING DRAFTER - THIRD CLASS**  
**No. 159.4**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under direct supervision in the Engineering Group to do tracing and detail drafting, by hand or by computer-aided device, exercising limited judgment in general layout of work; be able to reduce and plot field notes; develop drawings, maps or diagrams from sketches associated with construction work orders; complete data furnished by others; interpret routine engineering plans and work orders; under general supervision to make accurate field measurements and sketches of Company facilities and equipment and accurately translate such data into final coordinated record form as required; assist in calculating and plotting of field surveys.

**NOTE:** The maximum time in grade will be eighteen (18) months.

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED and two years of equivalent relevant electrical design work experience will be accepted. Proficiency with AutoCAD program required. Applicant must have a working knowledge of electrical design (preparation of general arrangement drawings, sections, elevations, and installation details, including wiring and schematics). Must be familiar with power and control wiring. Must be proficient, accurate and neat in handling drafting materials and drafting techniques and have a thorough knowledge of fundamental drafting techniques. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP: 14**

**EFFECTIVE: May 1, 2011**

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

Customer Service Training program shown below.

The Company and Union will meet in January each year to review the training program for Customer Service Representatives and consider any adjustments or modifications suggested by either party.

2011 Training Outline

Day 1 (Typically ½ day)

- Call Center Tour/Introduce new CSR to staff
- Explain Call Center Operations:
  1. Service Level
  2. Breaks/Witness Solutions
  3. Grades/Progression
  4. Job Postings
  5. Supervisors' Assignments and Responsibilities
- Explain 5 Districts: Who does what: Commercial Rep, Meter Reader, Etc
- Introduce CIS:
  1. Explain how the account number is set up: Group/Folio/Suffix/Check Digit
  2. Explain that we navigate through CIS using 4 letter acronyms
  3. Give Trainee beginner packet & copy of cheat sheet
  4. Introduce search screens: ICMA ICMN ICMB ICTN, etc.  
Have Trainee search for his/her own account and accounts of family/friends

Day 2

- Introduce CRCI as main customer screen. Explain CRCI in detail.
- Explain SVCA SVCI SVCO SVCU SVOI CCHI/CCHU
- On "TEST" have rep do a basic application for service (residential & commercial) and simple readover.
- Continue using test and build on various service scenarios.
- Take calls & have Trainee type. After each call explain what transpired.

Day 3

- How meters are read
- What is an index/usage
- CMMI MRMI
- Deregulation- Then & Now
- RATI & BCHF
- Go over an actual Customer bill – Residential & Commercial
- BCHA BCHP BPOT BSTR

- TRAN EMPL
- Budget Billing: BBII BUDI BUDG
- Take calls & have Trainee type. After each call explain what transpired.

#### Day 4

- Review material from prior days.
- Correspondence with Trainee
- Use test for more practice with Search Screens, Service Orders & Service Applications.
- Take calls & have Trainee type. After each call explain what transpired.

#### Day 5

- HEFPA books
- Deposits
- Billing Cycles
- DSS/Customer Outreach
- Financial Statement - 3596
- Payment Arrangements
- Payment Options
- Take calls & have Trainee type. After each call explain what transpired.

#### Day 6

- Dispatch Orders
- Trouble Orders/OMS
- Gas Odors
- Gas Warning Tags
- Use test to practice DISP TRBL GSLK GSWL
- Take calls & have Trainee type. After each call explain what transpired.

#### Week 2

- URR Billing
- Shared Meters
- Bill Proration
- Central Hudson Website
- New Service Overview
- Correspondence with Trainee
- Trainee takes calls & types. After each call explain what transpired.

#### Week 3

- Informal Phone Pro Overview (Telephone Techniques)
- Mobility (Overview of wireless dispatch communications)
- Set Up Personal Workstation to continue remained for training at Trainee's desk
- Research all orders on CSRO and complete orders
- Focus on identifying and resolving PEND & ORDR on CIS

- Correspondence with Trainee
- Explain problems that result from no access to lock meters & 3 day notes.
- Trainee takes calls & types. After each call explain what transpired.

#### Week 4

- Correspondence with Trainee
- Research all orders on CSRO and complete orders.
- Trainee takes calls & types. After each call explain what transpired.

#### Week 5

- Correspondence with Trainee
- Research all orders on CSRO and complete orders
- Trainee takes calls & types. After each call explain what transpired.

#### Week 6

- Correspondence with Trainee
- Research all orders on CSRO and complete orders
- Trainee takes calls & types. After each call explain what transpired.

#### Week 7 – Week 8

- Trainer silent while Trainee takes calls and completes transactions. Trainer is still plugged in and listening to phone calls.

#### Week 9 – Week 10

- Trainer silent while Trainee takes calls and completes transactions. Trainer still sitting beside Trainee but not plugged into phone calls. Trainee will have to put customer on hold to ask questions to Trainer.
- Quick Start (Total 5 days)

#### Week 11

- Trainee's first week on the phone without trainer

#### Topics To Cover

- Shared Meters
- New Service
- DSS / Customer Outreach
- Bankruptcies
- ESCO / URR Billing
- Meter Changes
- Correspondence Folder
- CSRO – Dispatch Orders and Service Orders
- Bill Proration
- SVCO Orders
  1. Change mailing address on NADD first

2. Type in new account # in “xfr to” field on order
- Applications
  1. Take complete application
  2. Residential – deny appl.
  3. Commerical – deny appl. (Signed Appl., Business Papers, TIN, Deposit)
- Collections
  1. Updated appl. On SVCA
  2. Ask for full amount, then back down \$ amount
  3. Update 3596
  4. Reinstate Parr after 3596 updated (payment arrangement worksheet)

Edit: Provided below are the approximate percentages for training

50% - System Training – How to Navigate the System, Which Screen to go to When, Code Memorization and Understanding, etc.

40% - Business Knowledge – Learning about CHGE business, business policies and procedures

10% - Customer Service Skills – Phone Skills (320-29)

**TITLE  
JOB SPECIFICATION**

**TELEPHONE REPRESENTATIVE  
No. 157.4**

**DUTIES:** Under general supervision to operate telephone equipment, answer the Control Center telephones and to answer customer inquiries in accordance with established policy and practices. Receive and record information and complete dispatch orders; handle unlocks and partial payments as required under established policy; perform difficult clerical and office work calling for some judgment and responsibility which may include, but not limited to, typing, filing and operating teletype. Will when assigned perform outbound calls to customers (including but not limited to collections), accept customer payments, provide customers with short-term payment agreements (not greater than 60 days) or payment agreements using DPAC (or a similar screen if DPAC is no longer used), and reinstate payment agreements with customers using RPAR (or a similar screen if RPAR is no longer used). This is a special schedule job.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma; Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 13 (Top Two Steps Only)

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

JOB SPECIFICATION      COMMERCIAL REPRESENTATIVE – COLLECTOR-  
SPECIAL

No. 207.9

**DUTIES:** To assume responsibility for all collections as assigned including, but not limited to, collecting customer payments, negotiating deferred payment arrangements and termination of electric and gas service. To read gas and electric meters; to set, remove and change electric meters; to turn electric and gas meters off and turn electric meters on; to remove locked gas meters and to direct the work of and to perform any work of a lower classification for which they are qualified. To assist a clerk in an office to perform simple routine work as assigned; to assist a Commercial Representative of higher grade to perform such employee's work. To exercise individual judgment in carrying out established procedures and regulations. This is a shift job but the hours of work need not conform to rotating shift schedules.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and at least one year's experience with the Company; a general knowledge of rates, of Company policy in all phases as related to customers and ability to talk intelligently about same; a general knowledge of the Company's properties, operations and personnel; a good appearance, good telephone manner and ability to meet the public in a courteous and businesslike manner. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 13

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ESTIMATOR – THIRD CLASS**  
**No. 150.3**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision, and as part of training for a higher classification, to secure field information for and to plan the simplest types of gas and electric line layouts and maintenance; to perform the necessary calculations in connection with such work; to prepare such layouts and to draw up the necessary sketches; to obtain rights-of-way; to negotiate and to make all arrangements incident to the establishment of the simplest service extensions and relocations and to perform the necessary technical layout work in connection therewith; to prepare the orders, cost estimates, requisitions and other working papers requisite to each job; to assist Estimators of higher classifications and to do related work as required.

NOTE: The maximum time in grade will be twelve (12) months.

**QUALIFICATIONS:** Qualified candidates must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED, experience equivalent to five years electric or gas utility field experience and a minimum of three credit hours of Technical Drawing/Drafting using AutoCAD and a minimum of three credit hours in either AC Circuit Theory, Applied Mechanical Science, or Technical Math at an accredited college or university or an accredited certificate program. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 13

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ESTIMATOR - SECOND CLASS**  
**No. 150.2**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision to secure field information for and to plan the less difficult types of gas and electric line layouts and maintenance; to perform the necessary calculations in connection with such work; to prepare such layouts and to draw up the necessary sketches; to obtain rights-of-way; to negotiate and to make all arrangements incident to the establishment of the less complicated service extensions and relocations and to perform the necessary technical layout work in connection therewith; to prepare the orders, cost estimates, requisitions and other working papers requisite to each job; to direct employees of lower grades and to do related work as required.

**NOTE:** The maximum time in grade will be forty-two (42) months.

**QUALIFICATIONS:** Qualified candidates must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma/GED, experience equivalent to five years electric or gas utility field experience and a minimum of three credit hours of Technical Drawing/Drafting using AutoCAD and a minimum of three credit hours in either AC Circuit Theory, Applied Mechanical Science, or Technical Math at an accredited college or university or an accredited certificate program; previous experience as an Estimator - Third Class or equivalent experience elsewhere and demonstrated ability to make favorable outside contacts. Must have a license to drive a car. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

**GROUP: 17**

**EFFECTIVE: May 1, 2011**

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ESTIMATOR - FIRST CLASS**  
**No. 150.1**

**DUTIES:** Under general supervision to be responsible for, and to secure field information for, and to plan all types of gas and electric line layouts and maintenance; to perform the necessary calculations in connection with such work; to prepare such layouts and to draw up the necessary sketches, to obtain rights-of-way; to negotiate and to make all arrangements incident to the establishment of service extensions and relocations and to perform the necessary technical layout work in connection therewith; to prepare the orders, cost estimates, requisitions and other working papers requisite to each job; to make special investigations of maintenance and construction work and of line operations which call for the exercise of considerable individual judgment and responsibility; to direct the work or employees of lower grades and, as assigned from time to time, to assist in the performance of supervisory and inspection functions having to do with the operation, maintenance and construction of the distribution and transmission systems and to do related work as required.

**QUALIFICATIONS:** Qualified candidates must have a minimum of an Associate Degree of Applied Science (AAS Technical/Science) or higher in either Electrical or Design/Technology. In lieu of an AAS degree, a HS Diploma /GED, experience equivalent to five years electric or gas utility field experience and a minimum of three credit hours of Technical Drawing/Drafting using AutoCAD and a minimum of three credit hours in either AC Circuit Theory, Applied Mechanical Science, or Technical Math at an accredited college or university or an accredited certificate program. Several years' experience with the Company in lower Estimator classifications; must have ability to plan and direct the work of others; demonstrated ability to make favorable outside contacts. Must have license to drive a car. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 21 (Top Two Steps Only)

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

## Exhibit 24

+ Exhibit M56  
March 27, 1979  
(Amended 7/1/87)

Re: Response to Grievances 76-20  
77-16, 77-19, 78-17, 78-18,  
78-21, 78-30 - Third Step

### New Meter Set

The work associated with establishing a new service including inspection of appliance installations, care for leaks and stoppages, adjustment of appliances and inspection and adjustment of gas regulators, shall be performed by Commercial Representatives. A gas crew may connect the new service piping to the customer piping and set the gas meter.

### Overtime

Relighting is to be performed on an overtime basis by gas crews in accordance with these general guidelines. Notwithstanding the Company's right to uniformly make assignments on an overtime and regular time basis, gas crews will be assigned to relight on an overtime basis when repairing leaks, responding to emergencies, and relighting at the completion of an assignment on an extended workday. Gas crews will not be assigned to relight appliances on an overtime basis when the work has been scheduled with the knowledge that gas service will be interrupted. Commercial Representatives perform these scheduled overtime relights.

### General

Bearing in mind that the relight assignment to a gas crew is intended to be incidental to their normal construction, repair and maintenance work, there is no restriction on number of services which may be relighted. Assignments to relight construction and maintenance jobs should be made with the purpose of scheduling and utilizing all employees in an effective manner.

### Relocating Gas Meters

The relocation of the meter and associated piping, including tying into the customer piping, can be performed by either craft, separately or jointly. Relighting will not be performed by members of a gas crew.

### Changing a Gas Meter in Accordance with the PSC Time Test Program

Commercial Representatives shall be responsible for changing small meters associated with the PSC time test program. A crew consisting of at least a Gas Mechanic and a Commercial Representative may work jointly to change a large meter.

### Interruption by Others

When service is interrupted by a third party excavator, relighting will not be performed by gas crews. When the interruption is caused by the gas crew in response to damage by a third party excavator, the management reserves the right to assign Gas Mechanics the responsibility for relighting.

**JOB SPECIFICATION**

**TITLE  
SUBSTATION TECHNICIAN – FIRST CLASS  
No. 208.1**

**DUTIES:** Under general supervision to perform, record, analyze, and interpret the results of all tests required for the installation, operation and maintenance of all types of relays and associated equipment including all power line carrier, audio tone, PLC's, and HMI's used in protection and operation of substations and production facilities. To perform, record, analyze and interpret the results of all tests required for the installation, operation and maintenance of all types of radio communication, SCADA communication and all telemetering and control associated with such; to perform equipment and other tests of the highest complexity; to read and interpret electrical drawings; to train and direct Substation Technicians of lower classifications and to perform any related work as assigned.

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate of Applied Science Degree (AAS Technical/Science) or higher in Electrical Engineering Technologies or 30 credits of relevant advanced education in the field of Electrical Engineering Technologies from an accredited College or University or accredited certificate program. Relevant course work includes AC Circuit Theory, DC Circuit Theory, Electronics, Electric Power Systems, Automation, Electromechanical Devices, Digital Electronics, Technical Drawing or Telecommunications. In lieu of an AAS degree or applicable course work, a HS Diploma/GED and 3.5 years of relevant work experience in a related field will be accepted. In addition, candidate must have at least one year's experience as a Substation Technician Second Class or the equivalent. Must have a thorough working knowledge of the construction of, the theory of operation and of the application of all types of relays, regulators, network protectors, PLC's, HMI's, power line carrier, audio tone, radio communications, etc. and the operation and maintenance of all equipment associated with the operation and control of the Company's Substations and Production facilities. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:21

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation



**JOB SPECIFICATION**

**TITLE**  
**SUBSTATION TECHNICIAN – THIRD CLASS**  
**No. 208.3**

**DUTIES:** Under direct supervision to perform the least complicated work in connection with testing, adjusting and repairing of relays, radio, supervisory, electronic control and instrumentation equipment associated with the Company's Substation and Production facilities; to assist a Substation Technician of a higher classification and perform any related work as assigned.

NOTE: The maximum time in grade will  
be twelve (12) months

**QUALIFICATIONS:** Qualified candidate must have a minimum of an Associate of Applied Science Degree (AAS Technical/Science), or higher in Electrical Engineering Technologies or 30 credits of relevant advanced education in the field of Electrical Engineering Technologies from an accredited College or University or accredited certificate program. Relevant course work includes AC Circuit Theory, DC Circuit Theory, Electronics, Electric Power Systems, Automation, Electromechanical Devices, Digital Electronics, Technical Drawing or Telecommunications. In addition, must demonstrate good mechanical aptitude and ability to absorb technical and electronic theory. In lieu of an AAS degree or applicable course work, a HS Diploma/GED and 3.5 years of relevant work experience in a related field will be accepted. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP:14

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. Local 320 and Central Hudson Gas & Electric Corporation

**JOB SPECIFICATION      AUTOMOTIVE & HYDRAULIC MECHANIC - THIRD CLASS**  
**TITLE**  
**No. 132.5**

**AN AUTOMATIC PROGRESSION JOB**

**DUTIES:** Under general supervision to perform semi-skilled duties in the repair and maintenance of motor vehicles and hydraulic equipment and to perform other related garage functions. To assist Automotive and Hydraulic Mechanics of a higher classification, direct the work of other personnel assisting such employee and perform all semi-skilled duties associated with the transportation department. This is a special schedule job.

Note: The maximum time in grade will be twelve (12) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma. Must have 2 years of truck or car repair experience or an associate degree program in automotive or diesel repair or ASE Certification in automotive service such as electrical systems, engine repair, brake systems, suspension, steering, and/or heating and air-conditioning. Shall have and furnish a 3rd class driver's license. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 13 (Top Two Steps Only)

EFFECTIVE: May 1, 2011

\*An employee without the professional experience may bid the position and be given the opportunity to successfully obtain the proper certification, on their own time. If the employee enrolls in a certified training course to further their education toward proper certification within 6 months of being awarded the 3/C position they will be allowed to continue their progression to 2nd class.

If the employee does not obtain the proper certification within 24 months of entering the progression the Company may return the employee to their previous classification or hold the employee at 2nd class of their progression until they obtain the proper certification. At the Company's option, employees hired from the outside may be transferred to the Garage Helper classification.

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**TITLE**  
**ROVING CHIEF MECHANIC –OPERATOR**  
**No. 117.0**

**DUTIES:** Under general supervision to direct the work of Roving Mechanic Operators and any other classifications assigned to work with Mechanic Operators at any of Company's Production Plants; to do the work of and to work with as well as to direct the employees so engaged. In addition, if the need arises, under general supervision direct the work of Roving Mechanic Operators or if working as a joint crew not in a Production Plant assist in the performance of work which they are trained and qualified to carry out, consistent with the work performed by other trades within Operation Services in the performance of construction, maintenance and repair work in Substations, Company's Offices, properties and rights-of-way. When directing, to make work assignments; to be responsible for the safe performance thereof; to conduct the work in an economical and diligent manner; to operate those production plants not normally manned on a continuous basis as necessary to meet system requirements. Shall, on assignment, perform other related duties for which such employee may be qualified.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma with preferably additional training at a vocational or trade school and possess good mechanical ability. Shall have had at least three years' experience as a Roving Mechanic Operator 1/C or the equivalent and must have sufficient leadership ability to direct the activities of the employees assigned. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 21 (Top Step Only)

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**ROVING MECHANIC OPERATOR - FIRST CLASS**

**TITLE**  
**No. 117.1**

**DUTIES:** Under general supervision to perform any construction, maintenance and mechanical work, regardless of the degree of complexity, associated with the Company's Production Plants, may direct one other employee assisting such employee. To operate those production plants, not normally manned on a continuous basis, as necessary to meet system requirements. Shall, on assignment, perform other related duties in Production for which such employee may be qualified. In addition, if the need arises, under general supervision perform work which they are trained and qualified to carry out, consistent with the work performed by other trades within Operation Services in the performance of construction, maintenance and repair work in Substations, Company's Offices, properties and rights-of-way.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and preferably additional training at a vocational or trade school and have at least one (1) year's experience as a Roving Mechanic Operator - Second Class. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 19

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**ROVING MECHANIC OPERATOR - SECOND CLASS**

**TITLE  
No. 117.2**

**AN AUTOMATIC PROGRESSION**

**DUTIES:** Under general supervision to perform any uncomplicated construction, maintenance and mechanical work associated with the Company's Production Plants. Under direct supervision to operate those production plants, not normally manned on a continuous basis, as necessary to meet system requirements. Shall, on assignment, perform other related duties in Production for which such employee may be qualified. In addition, if the need arises, under general supervision perform work which they are trained and qualified to carry out, consistent with the work performed by other trades within Operation Services in the performance of construction, maintenance and repair work in Substations, Company's Offices, properties and rights-of-way.

NOTE: The maximum time in grade  
will be thirty (30) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and preferably additional training at a vocational or trade school and have at least one (1) year's experience as a Roving Mechanic Operator - Third Class. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 16

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

**JOB SPECIFICATION**

**ROVING MECHANIC OPERATOR - THIRD CLASS**

**TITLE  
No. 117.3**

**AN AUTOMATIC PROGRESSION**

**DUTIES:** Under direct supervision to perform the routine construction, maintenance and mechanical work associated with equipment at the Company's Production Plants. Shall, on assignment, perform other related duties in Production for which such employee may be qualified. In addition, if the need arises, under direct supervision perform work which they are trained and qualified to carry out, consistent with the work performed by other trades within Operation Services in the performance of construction, maintenance and repair work in Substations, Company's Offices, properties and rights-of-way.

NOTE: The maximum time in grade  
will be twelve (12) months.

**QUALIFICATIONS:** Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma and preferably additional training at a vocational or trade school. Shall have a motor vehicle operator's license. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

GROUP: 13

EFFECTIVE: May 1, 2011

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation.

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*Our Safety Creed*

**Our Duty is to  
Plan and Perform  
Every Job Safely**

**“No job is done well unless it is  
done safely.”**



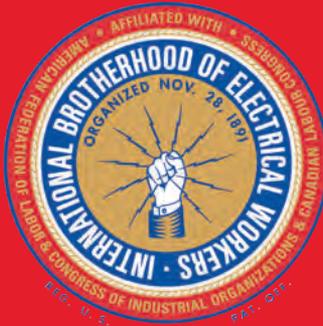
*CE Meyer*

President and Chief Operating Officer

# 2008



**An Equal Opportunity Employer**



**AFL-CIO and CFL**

*Safety Is Everybody's Business*